AllUnity GmbH

EURAU White Paper

(Articles 51 to 53 European Markets in Crypto Assets Regulation)

This white paper was notified to the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) on 20 June 2025, and amended on 24 September 2025 and 13 February 2026.

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I.01	Date of notification	This white paper was notified to the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) on 20 June 2025, and amended on 24 September 2025 and 13 February 2026.
I.02	Statement in accordance with Article 51(3) of Regulation (EU) 2023/1114	'**This crypto-asset white paper ("White Paper") has not been approved by any competent authority in any Member State of the European Union. The issuer of the crypto-asset is solely responsible for the content of this White Paper**.'
I.03	Compliance statement in	**'This White Paper complies with Title IV of Regulation (EU) 2023/1114 of 31 May 2023 on markets in crypto-assets ("Markets in Crypto-Assets Regulation", hereinafter**

N	FIELD	CONTENT
	accordance with Article 51(5) of Regulation (EU) 2023/1114	**"MiCAR") and to the best of the knowledge of the management body, the information presented in this White Paper is fair, clear and not misleading and the White Paper makes no omission likely to affect its import.'**
I.04	Warning in accordance with Article 51(4), points (a) and (b) of Regulation (EU) 2023/1114	**'This e-money token ("EMT") issued by AllUnity (hereinafter "EURAU") is not covered by the investor compensation schemes under Directive 97/9/EC.** **EURAU is not covered by the deposit guarantee schemes under Directive 2014/49/EU.'** **Nothing in this White Paper constitutes an offer of EURAU in the United States or any other jurisdiction in which it is or may be unlawful to do so.**

SUMMARY		
I.05	Warning in accordance with Article 51(6), second subparagraph of Regulation (EU) 2023/1114	**'Warning** **This summary should be read as an introduction to the White Paper.** **The prospective holder should base any decision to purchase EURAU on the content of the White Paper as a whole and not on this summary alone.** **The offer to the public of EURAU does not constitute an offer or solicitation to purchase financial instruments and that any such offer or solicitation can be made only by means of a prospectus or other offer documents pursuant to the applicable national law.** **This White Paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council (36) or any other offer document pursuant to EU or national law.'**
I.06	Characteristics of the crypto-asset	EURAU is a stablecoin in the form of a regulated EMT pursuant to Article 3.1(7) of MiCAR to provide a EUR denominated regulated form of money to enable safe and efficient EUR payments on the public blockchain(s) on which EURAU is being issued (as to which we refer to A.20 below). As of the date of this White Paper, EURAU does not constitute a "significant e-money token" as defined by Article 56 of MiCAR. In accordance with the MiCAR requirements for EMTs, funds received by AllUnity in exchange for the issuance of EURAU are deposited with regulated credit institutions authorised under Directive 2013/36/EU in accounts separate from AllUnity's funds (the "**Separate Accounts**") (i) either in the form of EUR denominated cash or (ii) secure, low-risk assets in the form of highly liquid financial instruments denominated in EUR with minimal market risk, credit risk and concentration risk ("**HQLAs**") as defined in, and in accordance with the requirements of, the German Payment Services Act (*Zahlungsdiensteaufsichtsgesetz*) and/or MiCAR and the relevant regulatory technical standards issued by the European regulator ("**RTS**") (the "**EURAU Reserves**"). As a MiCAR regulated EMT, EURAU is, by virtue of its regulation under MiCAR, an EMT fully backed by the insolvency remote EURAU Reserve and redeemable 1:1 for EUR.
I.07	Right of redemption	Pursuant to Article 49 MiCAR, the holders of EURAU (the "**EURAU Holders**") have a statutory right of redemption against AllUnity at any time and at par value. The conditions for redemption and the corresponding procedure for redemption of EURAU detailed in the Redemption Policy under https://allunity.com/redemption-policy which essentially requires registration with AllUnity, a positive know-your-customer ("**KYC**")/anti-money laundering ("**AML**") assessment and the provision of bank details for the receipt of the redemption proceeds**.'** According to the Redemption Policy, the redemption process requires, in summary, the following: An EURAU Holder 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. Any such information will include KYC information and the provision of details of a bank account in the EURAU Holder's name. AllUnity will acknowledge the receipt of the redemption request. As a regulated entity, AllUnity is subject to compliance obligations, including, but not limited to: (1) KYC/AML compliance with regard to the EURAU Holder including, but not limited to, the collection of KYC information and the verification of the identity of the EURAU Holder and related bank account details; (2) screening of international sanctions lists including sanctions lists of the Office of Foreign Assets Control (OFAC), United Nations, European Union and the Federal Republic of Germany;

		(3) additional compliance checks AllUnity is obliged to conduct by Applicable Law or upon request of a relevant competent authority. Failure of passing all compliance checks may result in a denial of the redemption request by AllUnity. Following the successful completion of all the compliance checks the EURAU Holder will initiate a transfer of EURAU to the relevant blockchain address notified to the EURAU Holder by AllUnity. Upon receipt of the EURAU by AllUnity on the notified blockchain address, AllUnity will transfer the corresponding fiat EUR amount to the bank account notified by the EURAU Holder to AllUnity with the redemption request. For any avoidance of doubt, AllUnity will only transfer fiat EUR to a bank account in the name of the EURAU Holder submitting the redemption request. More information on the redemption of EURAU is provided in AllUnity's Redemption Policy available on https://allunity.com/redemption-policy.
I.08	Key information about the offer and/ or admission to trading	EURAU is only available for issuance through AllUnity to verified institutions after a successfully completed onboarding process including a corresponding due diligence and KYC/AML processes (the "**Verified Institutions**") (the "**Primary Market**"). A list of Verified Institutions can be found under https://allunity.com/partners/. With the publication of this White Paper EURAU will be offered to the public and may be admitted to trading on certain selected trading venues ("**Listing Venue**"), where Verified Institutions or other EURAU Holders may trade EURAU. AllUnity strongly recommends that EURAUs are only purchased on Listing Venues. If EURAU is purchased from any other sources than the Listing Venues, there is no assurance for the legitimacy or reliability of those providers, especially if the EMTs received are not consistent with the EURAU smart contract address. For a list of EURAU Listing Venues please visit https://allunity.com/partners.

Part A

- Information about the issuer of the e-money token -

A.1	Statutory name	AllUnity GmbH
A.2	Trading name	AllUnity
A.3	Legal form	Not applicable, please refer to LEI set out in A.7.
A.4	Registered address	Not applicable, please refer to LEI set out in A.7.
A.5	Head office	Not applicable, please refer to LEI set out in A.7.
A.6	Registration date	2024-02-27
A.7	Legal entity identifier	3912007G8L8CD3HFIV26
A.8	Other identifier required pursuant to applicable law	German Commercial Register Number: HRB 134001
A.9	Contact telephone number	+49 69 34874165
A.10	E-mail address	support@allunity.com
A.11	Response time (days)	7 days
A.12	Parent company	Not applicable. Please refer to LEI set out in A.7.
A.13	Members of the management body	Mr. Alexander Höptner (Chief Executive Officer) Sandweg 94, 60316 Frankfurt am Main, Federal Republic of Germany Mr. Simon Seiter (Chief Financial Officer & Chief Product Officer) Sandweg 94, 60316 Frankfurt am Main, Federal Republic of Germany
A.14	Business activity	AllUnity's business activity consists of issuing and redeeming EMTs (including EURAUs) (the "**Service**"). For these purposes, AllUnity is licensed as an E-Money-Institution (*E-Geld Institut*) pursuant to Article 48 (1) MiCAR, Section 11 of the German Payment Services Supervision Act (*Zahlungsdiensteaufsichtsgesetz*, hereinafter "**ZAG**").
A.15	Parent company business activity	The business activity of the parent company, Global Tokenization Holdings Ltd., is to act as holding company for AllUnity.
A.16	Conflicts of interest disclosure	As of today no conflicts of interests have been identified in relation to the issuance of EURAU. For conflicts of interests related to AllUnity as issuer of EURAU, please refer to F.1 Issuer Related Risks, item (9).
A.17	Issuance of other crypto-assets	True
A.18	Activities related to other crypto-assets	False

A.19	Connection between the issuer and the entity running the DLT	False
A.20	Description of the connection between the issuer and the entity running the DLT	Not applicable.
A.21	Newly established	True
A.22	Financial condition for the past three years	Not applicable, as AllUnity is a newly formed entity founded in 2024.
A.23	Financial condition since registration	AllUnity was founded in 2024 and has three major investors who invested indirectly through the Parent Company (and other group companies, respectively): (i) DWS Group GmbH & Co. KGaA, a German regulated investment holding company listed on the Frankfurt stock exchange and a subsidiary of Deutsche Bank AG, (ii) Galaxy Digital Holdings Ltd., providing technology solutions in the distributed ledger ecosystem and market making for crypto currencies through its affiliates and publicly listed on the Nasdaq stock exchange and (iii) Flow Traders Ltd., active as market maker for crypto currencies and traditional securities through its affiliates and publicly listed on the Euronext stock exchange. AllUnity started its business on 22 July 2025. At that time, the company held amounts significantly exceeding (i) the initial capital of EUR 25,000 required for a limited liability company (*Gesellschaft mit beschränkter Haftung, GmbH*) in Germany and (ii) the required initial regulatory capital of EUR 350,000. Based on the funding of the above mentioned shareholders, AllUnity is considering itself as well funded for the taking up and pursuit of its business activity in accordance with its business plan.
A.24	Exemption from authorisation	False
A.25	E-money token authorisation	AllUnity is a licenced E-Money-Institution pursuant to Article 48.1 MiCAR in accordance with Section 11 of the ZAG.
A.26	Authorisation authority	German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – "**BaFin**")
A.27	Persons other than the issuer offering to the public or seeking admission to trading of the e-money token according to Article 51(1), second subparagraph, of Regulation (EU) 2023/1114	Not applicable.
A.28	Persons other than the issuer offering to the public or seeking admission	Not applicable.

	to trading of the e-money token in accordance with Article 51(1), second subparagraph, of Regulation (EU) 2023/1114	
A.29	Reason for offering to the public or seeking admission to trading of the e-money token by persons referred to in Article 51(1), second subparagraph, of Regulation (EU) 2023/1114	Not applicable.

Part B

- Information about the e-money token -

B.1	Name	EURAU
B.2	Abbreviation	EURAU
B.3	Details of all natural or legal persons involved in design and development	<table><tr><td>Legal</td><td>Jones Day NEXTOWER Thurn-und-Taxis-Platz 6 60313 Frankfurt am Main Federal Republic of Germany</td></tr><tr><td>Tech</td><td>AllUnity</td></tr><tr><td>Sustainability Report</td><td>Crypto Risk Metrics GmbH Lange Reihe 73 20099 Hamburg Federal Republic of Germany</td></tr><tr><td>CASPs</td><td>Not applicable.</td></tr></table>
A description of the characteristics of the e-money token, including the data necessary for classification of the crypto-asset white paper in the register referred to in Article 109, as specified in accordance with paragraph 8 of that Article		
B.4	Type of white paper	EMTW
B.5	The type of submission	NEWT
B.6	Crypto-asset characteristics	EURAU is an EMT pursuant to Article 3.1(7) MiCAR.
B.7	Website of the issuer	https://allunity.com/
B.8	Starting date of offer to the public or admission to trading	2025-07-22
B.9	Publication date	2025-07-21
B.10	Any other services provided by the issuer	None
B.11	Language or languages of the white paper	English

B.12	Digital token identifier code used to uniquely identify the crypto-asset or each of the several crypto assets to which the white paper relates, where available	8F9FV1RW0 Ethereum 4T8Q7PXDR Stellar Lume 72FFN7360 Canton R21VFQH41 Solana
B.13	Functionally fungible group digital token identifier, where available	Not available.
B.14	Personal data flag	True
B.15	LEI eligibility	True
B.16	Home Member State	Federal Republic of Germany.
B.17	Host Member States	Austria Belgium Bulgaria Cyprus Czech Denmark Estonia Spain Finland France Greece Croatia Hungary Ireland Italy Lithuania Luxembourg Latvia Malta Netherlands Poland Portugal

		Romania Sweden Slovenia Slovakia

Part C

- Information about the offer to the public of the e-money token or its admission to trading -

C.1	Public Offering or Trading	OTPC
C.2	Number of units	Not applicable. There is no specific limit to the number of EURAU that will be issued. The number of EURAU issued will depend on the demand for supply.
C.3	Trading Platforms name	Not applicable.
C.4	Trading Platforms Market Identifier Code (MIC)	Not applicable.
C.5	Applicable law	EURAU is governed by the laws of the Federal Republic of Germany (the "**Applicable Law**").
C.6	Competent court	For any dispute in connection with EURAU the District Court of Frankfurt am Main, Federal Republic of Germany except where provided otherwise by mandatory Applicable Law.

Part D

- Information on the rights and obligations attached to e-money tokens –

D.1	Holder's rights and obligations	The rights and obligations of the EURAU Holders are subject to the terms and conditions of the EURAU (the "**EURAU Terms**") which are set out below and on the website of AllUnity under https://allunity.com/terms-and-conditions/. Accordingly, EURAU Holders only have those rights that are granted to them pursuant to the EURAU Terms subject to MiCAR and Applicable Law. **A German language version of the EURAU Terms is available on the website of AllUnity under https://allunity.com/terms-and-conditions-de.** ***Eine deutsche Sprachfassung der EURAU Terms ist auf der Webseite von AllUnity verfügbar unter https://allunity.com/terms-and-conditions-de.*** By obtaining, holding or using EURAU, EURAU Holders agree to the EURAU Terms set out in this section D.1, regardless of whether or not EURAU Holders are customers of AllUnity. EURAU Holders acknowledge that they have reviewed and understand each of the disclosures made in this section. For the avoidance of doubt, pursuant to Article 50 MiCAR, AllUnity as a MiCAR regulated issuer of EMT may not grant interest (as defined in Article 50 MiCAR) in relation to EURAU to EURAU Holders and EURAU Holders are not entitled to any interest on the EURAU Reserves. As part of the issuance or redemption process with regard to EURAU, EURAU Holders agree to relevant policies of AllUnity, including the AllUnity's Privacy Policy and Cookie Policy. Each of these policies is available on the website of AllUnity under https://allunity.com/privacy/. AllUnity waives any requirement for receipt of acceptance by EURAU Holders in relation to these acceptances. **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, (i) 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 EURAU Holder'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 or 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, anti-terrorist financing 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, anti-terrorist financing 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. 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 the relevant/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**: It 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) 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 received as of the third (3rd) day after the date on which they are published.

8. Intervening measures in respect of EURAU

(1) **Intervening measures in respect 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 Intervention.

(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 Intervention**":

(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 Intervention 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 (*Textform*) 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 an order from a national or international authority binding on the Issuer.

(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)(iv)** 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 by the relevant EURAU Holder 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 could 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.
D.2	Conditions of modifications of rights and obligations	The rights and obligations of the EURAU Holders are set out under D.1 above. AllUnity reserves the right to amend these rights and obligations from time to time in accordance with **Clause 10** (*Amendments*) of the EURAU Terms as set out under D.1 above.
D.3	Description of the rights of the holders	In the event of AllUnity's inability to meet its obligations or in the event of insolvency, the EURAU Reserves are duly protected in accordance with the Applicable Law. In particular, the funds received in exchange for the issuance of EURAU are protected from any recourse by other creditors of AllUnity, including in the event of arrests of foreclosures measures against AllUnity and/or the opening of insolvency proceedings in respect of the assets of AllUnity. Pursuant to section 44 of the Crypto Markets Supervisory Act (*Kryptomärkteaufsichtsgesetz*), only BaFin as the competent regulator of AllUnity may file an application for insolvency in respect of the assets of AllUnity. Pursuant to section 28 of the Crypto Markets Supervisory Act (*Kryptomärkteaufsichtsgesetz*) which was passed by the German legislator in connection with MiCAR, special protective measures for the benefit of the holders of EMTs, such as the EURAU Holders, apply, including the following: (1) An EMT issuer is obliged to keep the reserve assets separately from its other assets and from other reserve assets in accordance with MiCAR. (2) The reserve assets will not fall into the insolvency estate of an EMT issuer if insolvency proceedings are opened in respect of the assets of an EMT issuer. (3) Arrests and foreclosures in the reserve assets are only permitted in respect of the claims by the EMT holders for redemption pursuant to Article 49 MiCAR and to pay the reasonable expenses and remuneration of the special administrator to be appointed for the administration and liquidation of the reserve assets (as set out in item (iv to vi) below. Any set-off against the redemption claim is not permitted. (4) In its redemption plan (for details, reference is made to Section D.5), an EMT issuer will need to designate an administrator who will be appointed in case the redemption plan will need to be activated and implemented. Only persons who have the necessary skills and knowledge to manage the reserve assets may be appointed as administrator (excluding the auditor who has audited the reserve assets during the last three years). (5) If the supervisor of an EMT issuer issues an order for the activation and implementation of the redemption plan in accordance with Article 55 MiCAR, such EMT issuer will immediately need to appoint the administrator specified in the redemption plan (or such other administrator requested by the supervisor) and notify its supervisor of such appointment. If the supervisor of an EMT issuer requests the appointment of another administrator and an EMT issuer does not without undue delay comply with any such request, the supervisor of such EMT issuer will file an application for such appointment with the court of competent jurisdiction and the court will appoint such liquidator. The supervisor of an EMT issuer will publish the implementation of the redemption plan and the appointment of the administrator together with the liquidator's name and address in the German Federal Gazette (*Bundesanzeiger*).

		(6) Upon the publication of the appointment of the liquidator, the right to manage and dispose of the reserve assets will pass to the liquidator. Any disposition of reserve assets by an EMT issuer after such publication will be invalid. The administrator will manage and liquidate the reserve assets and, after deduction of the reasonable expenses and remuneration due to the liquidator, will pay the proceeds to the EMT holders entitled to redemption pursuant to the redemption plan on a pro rata basis. With regard to any shortfall EMT holders may demand proportional satisfaction of their redemption claims pursuant to Article 49 MiCAR from the insolvency estate as unsecured creditors. Any reserve assets remaining after the implementation of the redemption plan are returned to the insolvency estate of an EMT issuer.
D.4	Rights in implementation of recovery plan	Pursuant to Article 55(1) in conjunction with Article 46 MiCAR, AllUnity will establish and maintain a plan setting out the actions to be taken by AllUnity to restore compliance with the requirements applicable to the EURAU Reserves (the "**Recovery Plan**") in case of any failure of AllUnity to comply with those requirements. The Recovery Plan will also address the maintenance of the Service, corresponding recovery plan activation indicators, measures for the rapid recovery of the business and the fulfilment of AllUnity's obligations in the event of events that pose a significant risk of disruption to the business. Measures under the Recovery Plan will include (1) fees for redemptions, (2) limits on the amount of EURAU that can be redeemed on any business day, and/or (3) suspension of redemptions. These measures will be applied proportionally and for the shortest possible duration, taking into account the potential impact on EURAU Holders and market confidence. AllUnity's Recovery Plan will be filed with BaFin within six (6) months of the date of the public offer referred to in Article 55(2) of MiCAR. This section D.4 may be updated following the notification of the Recovery Plan. Depending on the specific circumstances under which the Recovery Plan is triggered, AllUnity may have to impose one or more specific restrictions on the redemption of EURAU. Holders of EURAU will be duly informed of any such restrictions on the AllUnity website. Verified Institutions will also be notified via their AllUnity account or any other valid means of communication between AllUnity and the Verified Institutions. For example, according to the Recovery Plan, AllUnity may impose the following recovery actions: (1) liquidity fees on redemption; (2) limits on the amount of EURAU that can be redeemed on any working day; and/or (3) suspension of redemptions. These restrictions will be implemented to preserve AllUnity’s services related to EURAU, the timely recovery of operations and the fulfilment of the AllUnity’s obligations in the case of events that pose a significant risk of disrupting operations. AllUnity will work with BaFin to restore normal operating conditions, subject to regulatory requirements.
D.5	Rights in implementation of redemption plan	AllUnity has established and maintained an operational plan to support the orderly redemption of EURAU, to be implemented if BaFin determines that AllUnity is unable or unlikely to meet its obligations (the "**Redemption Plan**"). Pursuant to Article 55(1), (3) in conjunction with Article 47 of MiCAR, AllUnity will submit the Redemption Plan to BaFin within six (6) months of the date of the public offer. The Redemption Plan is an operational plan to support the orderly redemption of EURAU in circulation. This section will be updated following the submission of such Redemption Plan. The Redemption Plan will be triggered by a decision of the BaFin if certain conditions arise that require an orderly and collective redemption process. The processes set out in the Redemption Plan will be established with a view to ensuring the equitable treatment of EURAU Holders and the protection of the redemption right attached to EURAU as described above. The Plan will outline policies and procedures to ensure compliance with the prescribed timing and method of redemption and to ensure that EURAU Holders of the same redeemable token rank *pari passu*. The Redemption Plan will include contractual arrangements, procedural mechanisms and internal controls as well as the designation of an administrator to support the seamless

		execution of the redemption, with due regard to German insolvency laws and regulatory requirements including the Crypto Markets Supervisory Act (*Kryptomärkteaufsichtsgesetz*). The Redemption Plan is aimed to ensure the continuity of any critical activities that are necessary for the orderly redemption and that are performed by AllUnity or by any third-party entity. In order to avoid undue economic harm to EURAU Holders, the Redemption Plan will specify how implementation costs, including those related to the liquidation of reserve funds, the appointment of intermediaries and operational costs, will be managed such that these costs do not amount to redemption fees which pursuant to Articles 39(3) and 49(6) of MiCAR may not be imposed on the EURAU Holders other than as set out in the Recovery Plan. The plan will outline strategies for the liquidation of the EURAU Reserve under normal and stressed market conditions that ensure the orderly redemption of EURAU while mitigating market disruption. As part of this process, a notice will be published informing all EURAU Holders of the process and timelines for submitting their redemption requests. Specifically, the notice will describe the key steps of the redemption process, including the exact date and time the Redemption Plan will be activated, the minimum information required to submit a redemption claim, where the claim should be submitted and the timeframe within which EURAU Holders must submit their claim. The notice will also contain important information regarding redemption terms and technical support.
D.6	Complaint submission contact	If you have a complaint, please first contact AllUnity at complaints@allunity.com, or visit https://allunity.com/complaints.
D.7	Complaints handling procedures	AllUnity has written guidelines for handling customer complaints under https://allunity.com/complaints. Complaints may be submitted to AllUnity via telephone, post or e-mail of AllUnity. Complaints are documented, reviewed by AllUnity's compliance officer and recorded in a complaints register. Each complaint is answered by e-mail in clear language. Receipt of a complaint is acknowledged by AllUnity without undue delay, the complainant is informed of the process and only sustainable commitments are made. A reply is usually sent within 15 working days, in exceptional cases (with justification) within 35 working days. The complainant will be informed of the status. If the response is such that the demand of the complainant cannot be resolved in its entirety, the reasons are explained and alternative dispute resolution options are presented. All complaints are analysed by the compliance officer of AllUnity in order to identify recurring complaints and appropriate measures to resolve these complaints in cooperation with the management. If the complainant considers AllUnity's response to the complaint not to be satisfactory, a complainant can also refer the complaint to BaFin under: https://www.bafin.de/ref/19642380
D.8	Dispute resolution mechanism	AllUnity has a clear dispute resolution process for EURAU Holders. In the event of a dispute, EURAU Holders should submit their concerns in writing via e-mail or letter. The dispute will be promptly acknowledged and documented by a designated team member and then thoroughly investigated with input from relevant departments. AllUnity's goal is to provide an initial response within fifteen (15) business days outlining the steps being taken. If further investigation is required, EURAU Holders will be kept informed of progress and timelines. If dissatisfied with the initial resolution, EURAU Holders may escalate the matter to senior management for further review, ensuring higher level involvement for a fair outcome. If internal efforts fail to resolve the issue, EURAU Holders may seek external resolution through legal channels. or alternative dispute resolution methods. Committed to transparency, fairness and efficiency, AllUnity maintains detailed records of each dispute in order to improve the Service and address systemic issues. This structured approach ensures that all disputes are handled professionally and promptly, and that the rights and interests of EURAU Holders are protected.

D.9	Token value protection schemes	True
D.10	Token Value Protection Schemes description	As a MiCAR regulated EMT, EURAU is, by virtue of its regulation under MiCAR, an EMT fully backed by the insolvency remote EURAU Reserve and redeemable 1:1 for EUR.
D.11	Compensation schemes	False
D.12	Compensation schemes description	Not applicable.
D.13	Applicable law	The law of the Federal Republic of Germany.
D.14	Competent court	For any dispute in connection with EURAU the District Court of Frankfurt am Main, Federal Republic of Germany except where provided otherwise by mandatory Applicable Law.

Part E

- Information on the underlying technology –

E.1	Distributed ledger technology	Distributed Ledger Technology ("**DLT**") refers to a decentralized digital system (referred to as ledger) for recording, sharing, and synchronizing transactions across multiple locations. Each participant (or node) in the system maintains an identical copy of the ledger, which is updated through consensus mechanisms among the nodes to ensure accuracy and security. Key Characteristics of DLT: (1) Decentralization: No single central authority controls the ledger; instead, multiple participants / nodes maintain copies of the ledger. (2) Consensus Mechanisms: Transactions are validated through consensus algorithms like Proof of Work (PoW), Proof of Stake (PoS), or Byzantine Fault Tolerance (BFT). (3) Immutability: Once recorded on the ledger, transactions cannot be altered, ensuring data integrity. (4) Transparency and security: Data recorded on the ledger is cryptographically secured and can be accessed transparently by authorized participants. (5) Efficiency: Reduces reliance on intermediaries, speeding up transactions and lowering costs. Blockchains are a typical example for a DLT, most well-known form used in cryptocurrencies (e.g., Ethereum). DLT is widely used in finance, supply chain management, healthcare, and smart contracts, among other industries. EURAU is available on multiple blockchains (the "**Blockchains**" and each a "**Blockchain**"). EURAU is issued as an ERC-20 token on the Ethereum ("ETH"), Arbitrum, Base, Optimism Polygon ("POL"), Stellar Lume, Canton, Solana and BNB Smart Chain Blockchains. AllUnity will likely offer EURAU on additional blockchains in the future. This can include other Ethereum virtual machine (EVM) based blockchains but may also include non-EVM-based blockchains.
E.2	Protocols and technical standards	EURAU applies industry-standard protocols and technical frameworks to ensure the secure holding, storage, and transfer of the EURAU. EURAU is available on selected blockchain(s) (see E.1 above). EURAU is implemented as an ERC-20 token ensuring broad compatibility with wallets, exchanges, and decentralized applications. For storing and managing EURAU users can utilize any wallet supporting ERC-20 tokens or corresponding standards on other blockchains. Wallets secure crypto assets using cryptographic algorithms, managing public and private keys for secure transactions. Public keys allow users to receive tokens, while private keys are required to approve transactions and access funds. Secure storage solutions include software wallets, hardware wallets, multi-signature accounts, and multi-party computation (MPC)-managed accounts. Transfers of EURAU are facilitated by the protocols underlying the blockchain(s) on which EURAU is issued. Transactions are validated and recorded directly on any such blockchain, creating a transparent and tamper-resistant ledger of all transfers.
E.3	Technology used	None
E.4	Purchaser's technical requirements	AllUnity mint account enables Verified Institutions to mint EURAU directly from AllUnity. EURAU will also be available on secondary markets, like trading platforms or exchanges. Purchasers will need to use and maintain a wallet and, in case of purchases of EURAU via trading platforms and/or exchanges, comply with the requirements of these trading platforms in order to purchase EURAU.

E.5	Consensus mechanism	The EURAU is available on multiple DLT networks. These include: Ethereum, Arbitrum, Optimism, Base, Polygon, Stellar Lume, Canton, Solana and BNB Smart Chain. In general, when evaluating crypto assets, the total number of tokens issued across different networks must always be taken into account, as spillover effects can be adverse for investors. **Ethereum**: Ethereum's Proof-of-Stake (PoS) consensus mechanism, introduced with The Merge in 2022, replaces mining with validator staking. Validators must stake at least 32 ETH every block a validator is randomly chosen to propose the next block. Once proposed the other validators verify the blocks integrity. The network operates on a slot and epoch system, where a new block is proposed every 12 seconds, and finalization occurs after two epochs (~12.8 minutes) using Casper-FFG. The Beacon Chain coordinates validators, while the fork-choice rule (LMD-GHOST) ensures the chain follows the heaviest accumulated validator votes. Validators earn rewards for proposing and verifying blocks, but face slashing for malicious behavior or inactivity. PoS aims to improve energy efficiency, security, and scalability, with future upgrades like Proto-Danksharding enhancing transaction efficiency. **Arbitrum**: Arbitrum is a Layer-2 (L2) solution on Ethereum that is developed using the Arbitrum technology suite. L2 transactions do not have their own consensus mechanism and are only validated by the execution clients. The so-called sequencer regularly bundles stacks of L2 transactions and publishes them on the Layer-1 (L1) network, i.e. Ethereum. Ethereum's consensus mechanism (Proof-of-Stake) thus indirectly secures all L2 transactions as soon as they are written to L1. **Base**: Base is a Layer-2 (L2) solution on Ethereum that was introduced by Coinbase and developed using Optimism's OP Stack. L2 transactions do not have their own consensus mechanism and are only validated by the execution clients. The so-called sequencer regularly bundles stacks of L2 transactions and publishes them on the L1 network, i.e. Ethereum. Ethereum's consensus mechanism (Proof-of-stake) thus indirectly secures all L2 transactions as soon as they are written to L1. **Optimism**: Since Optimism is based on Ethereum, it ultimately inherits its security via the Ethereum blockchain and the proof-of-stake consensus. Within the rollup system, Optimism relies on a “fault proof” procedure. By default, transactions are assumed to be correct (“optimistic”). Only in the event of suspected faults is a fault proof initiated, in which incorrect transactions can be challenged by challengers. This model allows for high efficiency while ensuring correctness. For more information on the Ethereum (also relevant to all Ethereum L2 solutions) consensus mechanism please visit https://ethereum.org/en/developers/docs/consensus-mechanisms/pos/. **Polygon**: Polygon is a scaling solution for Ethereum that stores and processes transaction data on its own separate chain and regularly submits checkpoints to Ethereum. This type of scaling solution is sometimes referred to as a plasma chain, and is distinct from sidechains, which don’t store checkpoints and Layer 2 solutions that store all transaction data on Ethereum in addition to the checkpoints. Here’s a detailed explanation of how Polygon achieves consensus: Core Concepts 1. Proof of Stake (PoS): Validator Selection: Validators on the Polygon network are selected based on the number of POL tokens they have staked. The more tokens are staked, the higher the chance of being selected to validate transactions and

		produce new blocks. Delegation: Token holders who do not wish to run a validator node can delegate their POL tokens to validators. Delegated tokens also count towards the block production chance of the validator they are delegated to. Delegators receive a share of rewards earned by validators. Consensus Process 2. Transaction Validation: Transactions are first validated by validators who have staked POL tokens. These validators confirm the validity of transactions and include them in blocks. 3. Block Production: Proposing and Voting: Validators are randomly selected to propose new blocks. Their selection chance is proportional to their staked tokens. Validators also participate in a voting process to reach consensus on the next block. The block with most votes is added to the blockchain. Checkpointing: Polygon uses periodic checkpointing, where a cryptographic summary of the transactions on the Polygon chain is submitted to the Ethereum main chain. This process ensures the security and finality of transactions on the Polygon network. For more information on the Polygon consensus mechanism please visit https://docs.polygon.technology/pos/overview **Stellar Lume:** Consensus is reached through the Stellar Consensus Protocol (SCP), which is based on federated Byzantine agreement. This mechanism allows fast finality without mining or staking, but it depends on validators choosing other validators which they trust to reach agreement, called a quorum set. As a result, validator diversity and governance choices play a critical role in security, and concentration of influence among large operators may increase systemic risks. **Canton**: The Canton Network uses a "proof-of-stakeholder" consensus model. Participants who are stakeholders in a given transaction validate that transaction, while a separate synchronization domain (sync domain) sequences transactions and ensures ordering through a Byzantine Fault Tolerant protocol in its decentralized mode. **Solana**: Solana uses a combination of Proof of History (PoH) and Proof of Stake (PoS). The core concepts of the mechanism are intended to work as follows: Core Concepts 1. Proof of History (PoH): Time-Stamped Transactions: PoH is a cryptographic technique that timestamps transactions, intended to create a historical record that proves that an event has occurred at a specific moment in time; Verifiable Delay Function: PoH uses a Verifiable Delay Function (VDF) to generate a unique hash that includes the transaction and the time it was processed. This sequence of hashes provides a verifiable order of events, intended to enable the network to efficiently agree on the sequence of transactions. 2. Proof of Stake (PoS): Validator Selection: Validators are chosen to produce new blocks based on the number of SOL tokens they have staked. The more tokens staked, the higher the chance of being selected to validate transactions and produce new blocks; Delegation: Token holders can delegate their SOL tokens to validators, earning rewards proportional to their stake while intended to enhance the network's security. Consensus Process 1. Transaction Validation: Transactions are broadcasted to the network and collected by validators. Each transaction is validated to ensure it meets the network's criteria, such as having correct signatures and sufficient funds.

		2. PoH Sequence Generation: A validator generates a sequence of hashes using PoH, each containing a timestamp and the previous hash. This process creates a historical record of transactions, establishing a cryptographic clock for the network. 3. Block Production: The network uses PoS to select a leader validator based on their stake. The leader is responsible for bundling the validated transactions into a block. The leader validator uses the PoH sequence to order transactions within the block, ensuring that all transactions are processed in the correct order. 4. Consensus and Finalization: Other validators verify the block produced by the leader validator. They check the correctness of the PoH sequence and validate the transactions within the block. Once the block is verified, it is added to the blockchain. Validators sign off on the block, and it is considered finalized. Security and Economic Incentives 1. Incentives for Validators: Block Rewards: Validators earn rewards for producing and validating blocks. These rewards are distributed in SOL tokens and are proportional to the validator's stake and performance; Transaction Fees: Validators also earn transaction fees from the transactions included in the blocks they produce. These fees provide an additional incentive for validators to process transactions efficiently. 2. Security: Staking: Validators must stake SOL tokens to participate in the consensus process. This staking acts as collateral, incentivizing validators to act honestly. If a validator behaves maliciously or fails to perform, they risk losing their staked tokens; Delegated Staking: Token holders can delegate their SOL tokens to validators, intended to enhance network security and decentralization. Delegators share in the rewards and are incentivized to choose reliable validators. 3. Economic Penalties: Slashing: Validators can be penalized for malicious behavior, such as double-signing or producing invalid blocks. This penalty, known as slashing, results in the loss of a portion of the staked tokens, discouraging dishonest actions. **BNB Smart Chain** BNB Smart Chain (BSC) uses a hybrid consensus mechanism known as Proof of Staked Authority (PoSA), which combines elements of Delegated Proof of Stake and Proof of Authority. Validators participate by operating validator nodes and staking BNB, while token holders can delegate their BNB to validators in order to contribute to network security without running their own infrastructure. Active validators are selected based on the total amount of stake and delegated tokens and are responsible for block production, transaction validation, and maintaining the integrity of the network. Block creation follows a rotating validator scheme, enabling short block times and rapid transaction finality. Security is enforced through economic incentives and penalties. Validators' staked BNB functions as collateral and may be reduced in the case of protocol violations or malicious behavior. Transaction fees, paid in BNB, are distributed as rewards to validators and their delegators, encouraging correct operation and sustained participation. This consensus design aims to balance efficiency, security, and a limited degree of decentralization within the network**.**
E.6	Incentive mechanisms and applicable fees	EURAU is available on multiple DLT networks. These include: Ethereum, Arbitrum, Optimism, Base, Polygon, Stellar Lume, Canton, Solana and BNB Smart Chain. In general, when evaluating crypto assets, the total number of tokens issued across different networks must always be taken into account, as spillover effects can be adverse for investors. **Ethereum**:

		The Ethereum's PoS system secures transactions through validator incentives and economic penalties. Validators stake at least 32 ETH and earn rewards for proposing blocks, attesting to valid ones, and participating in sync committees. Rewards are paid in newly issued ETH and transaction fees. Under EIP-1559, transaction fees consist of a base fee, which is burned to reduce supply, and an optional priority fee (tip) paid to validators. Validators face slashing if they act maliciously and incur penalties for inactivity. This system aims to increase security by aligning incentives while making the crypto-asset's fee structure more predictable and deflationary during high network activity. **Arbitrum**: Arbitrum is a Layer-2 (L2) solution on Ethereum that is developed using the Arbitrum technology suite. Transaction on Arbitrum are bundled by a, so called, sequencer and the result is regularly submitted as an L1 transaction. This way many L2 transactions get combined into a single L1 transaction. This lowers the average transaction cost per transaction, because many L2 transactions together fund the transaction cost for the single L1 transaction. This creates incentives to use Arbitrum rather than the L1, i.e. Ethereum, itself. To get crypto-assets in and out of Arbitrum, a special smart contract on Ethereum is used. Since there is no consensus mechanism on L2 an additional mechanism ensures that only existing funds can be withdrawn from L2. When a user wants to withdraw funds, that user needs to submit a withdrawal request on L1. If this request remains undisputed for a period of time the funds can be withdrawn. During this time period Arbitrum validators can dispute the claim, which will start a dispute resolution process. This process is designed with economic incentives for correct behavior of all participants. **Base**: Base is a Layer-2 (L2) solution on Ethereum that uses optimistic rollups provided by the OP Stack on which it was developed. Transactions on Base are bundled by a, so called, sequencer and the result is regularly submitted as an L1 transaction. This way many L2 transactions get combined into a single L1 transaction. This lowers the average transaction cost per transaction, because many L2 transactions together fund the transaction cost for the single L1 transaction. This creates incentives to use base rather than the L1, i.e. Ethereum, itself. To get crypto-assets in and out of Base, a special smart contract on Ethereum is used. Since there is no consensus mechanism on L2 an additional mechanism ensures that only existing funds can be withdrawn from L2. When a user wants to withdraw funds, that user needs to submit a withdrawal request on L1. If this request remains unchallenged for a period of time the funds can be withdrawn. During this time period any other user can submit a fault proof, which will start a dispute resolution process. This process is designed with economic incentives for correct behavior. **Optimism**: Optimism charges significantly lower transaction fees than Ethereum Layer 1, as transactions are bundled in the rollup and written to the Ethereum main chain in compressed form. Gas fees on Optimism continue to be paid in ETH. The incentive model is based on increased efficiency for users (lower fees, faster confirmation) and on the role of sequencers. Sequencers are central actors who collect, organize, and include transactions in the rollup. Their revenue comes from the gas fees they charge. Fault proofs ensure that sequencers cannot permanently enforce incorrect or malicious transactions. Fault proofs and their resolution are also incentivized economically to discourage faults to begin with. **Polygon**: Incentive Mechanisms 1. Validators: Staking Rewards: Validators on Polygon secure the network by staking POL tokens. Validators are rewarded for block production and block validation/voting. They earn rewards in the form of newly minted POL tokens and, when they produce blocks, some transaction fees. 2. Delegators: Delegation: Token holders who do not

		wish to run a validator node can delegate their POL tokens to trusted validators. Delegators earn a portion of the rewards earned by the validators, incentivizing them to choose reliable and performant validators. Validators profit from delegations, because their chance of being selected for block production and therefore the associated expected rewards increase. This system encourages widespread participation and enhances the network's decentralization. 3. Economic Security: Slashing: Validators can be penalized through a process called slashing if they engage in malicious behavior or fail to perform their duties correctly. This includes double-signing or going offline for extended periods. Slashing results in the loss of a portion of the staked tokens, acting as a strong deterrent against dishonest actions. Bond Requirements: Validators are required to bond a significant amount of POL tokens to participate in the consensus process, ensuring they have a vested interest in maintaining network security and integrity. Fees on the Polygon Blockchain 4. Transaction Fees: Low Fees: One of Polygon's main advantages is its low transaction fees compared to the Ethereum main chain. The fees are paid in POL tokens and are designed to be affordable to encourage high transaction throughput and user adoption. Dynamic Fees: Fees on Polygon can vary depending on network congestion and transaction complexity. However, they remain significantly lower than those on Ethereum, making Polygon an attractive option for users and developers. 5. Smart Contract Fees: Deployment and Execution Costs: Deploying and interacting with smart contracts on Polygon incurs fees based on the computational resources required. These fees are also paid in POL tokens and are much lower than on Ethereum, making it cost-effective for developers to build and maintain decentralized applications (dApps) on Polygon. **Stellar Lume:** Stellar does not use block rewards or mining. Instead, validators operate without direct protocol-level rewards, and transaction fees are minimal and fixed. While this design keeps costs low, it may reduce incentives for validator participation compared to staking-based models. The sustainability of validator engagement depends largely on external factors such as institutional involvement and ecosystem adoption. **Canton:** Fees paid in the network’s native token are burned, while new tokens are minted as rewards based on participants’ contribution to network utility. Rewards are allocated across infrastructure providers, application builders, and users in line with their roles and the value they bring to the network. **Solana**: Incentive mechanisms and applicable fees 1. Validators: Staking Rewards: Validators are chosen based on the number of SOL tokens they have staked. They earn rewards for producing and validating blocks, which are distributed in SOL. The more tokens staked, the higher the chances of being selected to validate transactions and produce new blocks. Transaction Fees: Validators earn a portion of the transaction fees paid by users for the transactions they include in the blocks. This is intended to provide an additional financial incentive for validators to process transactions efficiently and maintain the network's integrity. 2. Delegators: Delegated Staking: Token holders who do not wish to run a validator node can delegate their SOL tokens to a validator. In return, delegators share the rewards earned by the validators. This is intended to encourage widespread participation in securing the network and ensures decentralization. 3. Economic Security:

		Slashing: Validators can be penalized for malicious behavior, such as producing invalid blocks or being frequently offline. This penalty, known as slashing, involves the loss of a portion of their staked tokens. Slashing is intended to deter dishonest actions and ensures that validators act in the best interest of the network. Opportunity Cost: By staking SOL tokens, validators and delegators lock up their tokens, which could otherwise be used or sold. This opportunity cost is intended to incentivize participants to act honestly to earn rewards and avoid penalties. Fees Applicable on the Solana Blockchain 1. Transaction Fees: Solana is designed to handle a high throughput of transactions, which is intended to keep the fees low and predictable. Fee Structure: Fees are paid in SOL and are used to compensate validators for the resources they expend to process transactions. This includes computational power and network bandwidth. 2. Rent Fees: State Storage: Solana charges so called "rent fees" for storing data on the blockchain. These fees are designed to discourage inefficient use of state storage and encourage developers to clean up unused state. Rent fees are intended to help maintain the efficiency and performance of the network. 3. Smart Contract Fees: Execution Costs: Similar to transaction fees, fees for deploying and interacting with smart contracts on Solana are based on the computational resources required. This is intended to ensure that users are charged proportionally for the resources they consume. **BNB Smart Chain:** BNB Smart Chain (BSC) uses the Proof of Staked Authority (PoSA) consensus mechanism to secure the network and align economic incentives among participants. Validators take part in consensus by operating validator nodes and staking BNB, which functions as economic collateral. Their selection for block production depends on the total amount of self-staked and delegated BNB. Validators receive transaction fees as rewards for producing blocks and validating transactions, creating an incentive to maintain correct and reliable network operation. Token holders who do not operate validator nodes can participate as delegators by delegating their BNB to validators. This increases the validator's effective stake and supports their participation in consensus. In return, delegators receive a share of the rewards earned by validators, which incentivizes broader involvement in network security. In addition, there exists a pool of inactive validators that have met staking requirements but are not currently selected for block production, ensuring resilience and continuity in validator participation. Economic security on BSC is enforced through staking-related penalties and opportunity costs. Validators may face slashing of their staked BNB in cases of malicious behavior or protocol violations, while both validators and delegators incur opportunity costs by locking their tokens, encouraging honest participation. Transaction fees on BSC are paid in BNB and compensate validators for their services. Fees vary depending on network conditions and transaction complexity, including interactions with smart contracts, and are designed to reflect computational resource usage while remaining comparatively low.
E.7	Use of Distributed Ledger Technology	False
E.8	DLT functionality Description	Not applicable.
E.9	Audit	True

E.10	Audit outcome	AllUnity commissioned three independent audits, all of which were successfully completed without any major/high or critical issues arising. Any minor/low or medium findings have either been resolved or accepted. The auditors' recommendations and suggestions were implemented and have led to further technological improvements.

Part F

- Information on the Risks –

F.1	Issuer-related risks	The purchase of EURAU issued by AllUnity involves certain risks, including but not limited to, the risks identified by AllUnity as at the date of, and set out in, this White Paper. EURAU holders should carefully consider the EURAU Terms and any risk factor related to EURAU and stablecoins generally and consult their own professional advisers about the suitability of purchasing EURAU in the light of their particular circumstances. This White Paper and the EURAU Terms (i) are not intended to provide the basis of any credit or other evaluation, nor (ii) should be considered a recommendation, statement of opinion, or a report on either of those things by the AllUnity. Receipt of the EURAU Terms or this White Paper, or any other information supplied in connection with EURAU should not be construed as a recommendation to buy EURAU. Each person contemplating purchasing any EURAU should make its own independent investigation of the financial conditions and affairs, and its own appraisal of AllUnity, EURAU and the related asset reserve. Neither the EURAU Terms nor this White Paper nor any other information supplied in connection with the issue of EURAU constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase EURAU. Neither the EURAU Terms, nor the White Paper constitutes an offer to sell or the solicitation of an offer to buy EURAU in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The sale of EURAU may be restricted by law in certain jurisdictions. AllUnity does not represent that the EURAU Terms nor the White Paper may be lawfully distributed, or that EURAU may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. **Nothing in this White Paper constitutes an offer of EURAU for sale in the United States or any other jurisdiction in which it is or may be unlawful to do so.** **EURAU may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, both as defined (i) in Regulation S under the Securities Act, as amended, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, (ii) for the purposes of the United States Commodity Exchange Act of 1936, as amended (the "Commodity Exchange Act") or any Commodity Futures Trading Commission ("CFTC") Rule, guidance or order proposed or issued under the Commodity Exchange Act, or (iii) for purposes of the final rules implementing the credit risk retention requirements of Section 15G of the U.S. Securities Exchange Act of 1934, as amended.** AllUnity as an issuer of EMTs and EURAU as EMT are exposed to various risks, including insolvency risks, counterparty risks, market risks, information and communication technology (ICT) risks, data protection risks, legal and regulatory risks, reputational risks, third-party risks, risks of conflicts of interests and other (operational) risks. While the key risks relating to AllUnity as issuer of EURAU are outlined below, additional unforeseen or emerging risks may also arise, which could impact AllUnity's operations and financial stability. (1) **Insolvency Risk** –The insolvency risk associated with AllUnity is the risk of AllUnity becoming insolvent (i) as part of its business activities, including its obligations to comply with regulatory requirements, (ii) the failure of the counterparties against which AllUnity has a claim, in particular an (account) bank holding Reserve Assets, or (iii) other systemic financial risks that could impact the operations and financial solvency of AllUnity. These risks also include the risk of AllUnity going out of business due to its inability of complying with regulatory capital requirements or because other stablecoins or payment systems may gain more traction with users and as a consequence of which the importance of EURAU may be

		reduced. If the insolvency risk of AllUnity materializes, the insolvency of AllUnity could result in (an even complete) financial loss for EURAU Holders. (2) **Counterparty Risks** – The counterparty risks associated with AllUnity refers to the risk of a potential loss due to the default or even insolvency of a counterparty against which AllUnity has claims, in particular an account bank holding Reserve Assets, which may lead to financial losses of AllUnity and, consequently, the EURAU Holders. (3) **Market Risks** – The market risks associated with AllUnity arise, in particular, due to the fact that AllUnity's earnings and profitability is dependent on macroeconomic factors and EURAU Holder demand. Therefore, AllUnity is exposed to risks such as adversely changing interest and foreign exchange rates which could negatively affect AllUnity's earnings on interest bearing Reserve Assets and/or the market prices of the Reserve Assets which would negatively impact AllUnity's financial stability. The market for the assets forming part of the Reserve Assets may be influenced by the overall strength and stability of the global economy and financial markets of various countries, although any correlation may not be immediately evident. AllUnity is also exposed to the market risks arising from changing demand of EURAU due to limited market interest in euro stablecoins generally or specific interest in EURAU. The business model relating to the issuance of stablecoins is a relatively new business model with limited performance history, strong existing and anticipated further future competition and subject to ongoing development so that demand for EURAU may vary and is difficult to predict. The materialization of any of these risks could negatively affect the business activities and profitability of AllUnity and its ability to perform its statutory and contractual obligations including the obligation of AllUnity to redeem EURAU at par value resulting in financial losses to the EURAU Holders. (4) **ICT Risks** – The ICT risks associated with AllUnity refers to the risk that information technology ("**IT**") systems or IT-supported processes (including wallets) relevant for the operation of the business of AllUnity including the operation and use of EURAU may fail or malfunction (e.g. due to outages, disruptions, software bugs or human error), may be subject to external malicious actions (such as cyberattacks) or new regulatory and technological developments (such as quantum computing) potentially disrupting operations and compromising the integrity, authenticity, availability, or confidentiality of data (including customer data). The issuance, sale, transfer and redemption of EURAU as well as the fulfilment of AllUnity's obligations with regard to EURAU is significantly reliant on the functioning of the issuer's and AllUnity's service provider's landscape IT-systems. A material failure in IT systems and applications may severely disrupt AllUnity's ability to perform its statutory and contractual obligations with regard to the issuance and/or redemption of EURAU and could result in unanticipated reputational loss or damage which may in turn negatively affect the EURAU Holders. In addition, a blockchain-based EMT such as EURAU is highly dependent on the functionality of blockchain based networks via the internet. Accordingly, AllUnity as an EMT issuer is exposed to the risk of a significant disruption of its own IT-systems as well as the IT-systems of its IT-service providers as well as internet connectivity (i.e. affecting a large number of users or geographic regions) which may arise due to a variety of internal and external events and risks. (5) **Data Protection Risks** – The data protection risks refer to the risks that AllUnity manages various types of data, including personal data of individuals redeeming EURAU, which exposes AllUnity to the risk of unauthorized disclosure or access of any such personal data. (6) **Legal and Regulatory Risks** – The risks relating to legal and regulatory risks associated with AllUnity refer to the risks of potential loss or damages due to non-compliance by AllUnity or its counterparties and services providers with

contractual obligations or regulatory requirements (including anti-money laundering and sanction requirements).

Despite the implementation of MiCAR in the European Union, the regulatory framework for EMTs is still evolving in the European Union and globally and its application and interpretation still under development exposing and EMT issuer and its counterparties and service providers as well as cooperation providers (such as market makers and exchanges) to the risk of changes in its regulatory status, changes to regulatory requirements and regulatory uncertainties. Either of them may become subject to additional license and/or anti-money laundering requirements (in other jurisdictions) and/or additional regulatory scrutiny. Complying with these new and developing regulations (including anti-money laundering requirements) in the area of blockchain based instruments is relatively new and challenging because of significant differences in national regulatory frameworks and because of regulators interpreting applicable anti-money laundering requirements differently.

Accordingly, there is a risk that AllUnity, its counterparties, service providers and/or cooperation partners may not be granted such licenses, may become subject to investigations, enforcement actions and penalties by the competent authorities and may be subject to financial implications and/or consider it commercially unfeasible to obtain additional licenses or comply with future regulatory obligations. Competent authorities may in the future also decide to restrict the offer of EURAU in a given jurisdiction. Any of these risks may negatively affect AllUnity´s ability to perform its obligations under the EURAU Terms and as a result, EURAU Holders may incur losses on their EURAU holdings.

(7) **Reputational Risk** – The reputational risk associated with AllUnity refers to the risk of implicit or explicit potential damage due to loss of reputation or image of AllUnity and/or EURAU or stablecoins or crypto assets more generally.

(8) **Third Party Risks** – Third party risks associated with AllUnity refer to the risks AllUnity faces in its business relationships with one or more third parties, including relationships to (IT) service providers, account banks, Verified Institutions and exchanges. The ability of AllUnity to properly carry out its activities relies on the functioning of services (including internal operational processes) provided by several third parties and their respective regulatory authorisations.

The third-party risks might also include risks linked to (geo-) political risks associated with the location of the third-party service provider, environmental, social and governance risks associated with the third-party service provider, and potential dependency or concentration risks for AllUnity. Depending on the third-party service provider, there might also be potential risks due to conflicts of interests, particular with regard to services provided by affiliates of (indirect) shareholders of AllUnity.

If cooperation with any existing service provider was adversely affected, or such service provider is unable to perform its obligations for whichever reason (including but not limited to insolvency) and a suitable alternative cannot be sourced in due time or at all, this could affect AllUnity's ability to continue fulfilling its statutory and contractual obligations under the EURAU Terms including the ability to properly issue, manage, and redeem EURAU and to manage the Reserve Assets, as a result of which EURAU Holders may incur financial losses.

(9) **Risks of Conflicts of Interests -** The risks related to conflicts of interests associated with AllUnity refers to the risks arising from potential conflicts of interest when EURAU relies on affiliates as service providers. The role of certain service providers may give rise to conflicts of interest, which may be adverse to the interests of AllUnity, EURAU and/or EURAU Holders. Any such conflict of interest may in particular arise in instances where AllUnity relies on certain affiliates (i.e. indirect shareholders or their affiliates such as affiliates of DWS Group GmbH & Co. KGaA, Galaxy Digital Holdings Ltd. and/or Flow Traders Ltd.). In particular, Flow Traders Investment Ltd. and Galaxy Trading Asia Ltd. may be selected as Verified Institutions by AllUnity and DWS Investment GmbH may be selected to assist AllUnity with the management of the Reserve Assets. The interests of these affiliates of (indirect) shareholders of AllUnity and other service providers may differ from, and may conflict with any interests of AllUnity and EURAU Holders and may result

		in unfavourable terms for AllUnity and the EURAU Holders and may expose EURAU Holders to the risk of financial losses on their EURAU holdings. (10) **Other (Operational) Risks** – Besides the aforementioned types of risks, during its daily operations AllUnity faces other (operational) risks which could result in a damage or loss for AllUnity negatively affecting EURAU Holders. These could, among others, be caused by the inadequacy or failure of internal processes, people, systems or external events and include risks of potential damage: (i) due to non-compliance with or weaknesses in defined processes; (ii) due to internal or external fraud, due to any failure to develop or maintain effective internal controls or any difficulties encountered in the implementation of such controls or their improvement; (iii) due to damage to or loss of tangible assets caused by natural disasters, theft or other events; (iv) due to personnel risks based on inadequate staffing; (v) due to legal proceedings, lawsuits and other claims incidental to the ordinary course of business; (vi) due to new technical developments; or (vii) due to unexpected events during the implementation of a project or the operation of its business activities. (11) **Environmental, Social and Governance (ESG) Risks** – These are the ESG risks that arise from AllUnity's business partners, including outsourced service providers, financial institutions, and other counterparties involved in its operations.
F.2	Token-related risks	EURAU as an EMT also exposes the EURAU Holder as the holder of EMT to several risks including the following: (1) **Secondary Market Price Dislocation Risk** – Secondary market price dislocation risk is the risk that the market value of EURAU on the secondary market is not stable compared to the euro. This price dislocation could be caused by various factors, such as the under-collateralization risk, the liquidity risk and the secondary market/trading risks (see below). (2) **Risk of Under-Collateralisation** – The risk of under-collateralisation associated with an EMT such as EURAU refers to the risk that, due to a number of factors including changes in interest rates, exchange rates, central banks' monetary policy and governments' fiscal policy (including public statements) and market movements in general, global or regional political, economic, media, financial, legal or regulatory events, fraud or mismanagement (by either AllUnity or a third party provider), the market value of the Reserve Assets available for the redemption of EURAU becomes lower than par value of the outstanding quantity of EURAU. The realisation of this risk would likely cause a price dislocation of the market value of EURAU (see above) and negatively affect the ability of AllUnity to redeem EURAU at par value or in a timely manner and, as a consequence, EURAU Holders would suffer financial losses on their EURAU holdings. (3) **Liquidity Risk of Reserve Assets** – The liquidity risk of Reserve Assets associated with EURAU as an EMT refers to the risk that the reserves backing an EMT, i.e. the Reserve Assets of EURAU, may include assets that may not be readily liquidated (such as certain financial securities). Accordingly, if there is an exceptionally high demand for redemption of EURAU, AllUnity may not be able to liquidate sufficient assets from the Reserve Assets in such a period of time to fulfil all the redemption requests relating to EURAU within the timeframe for redemption generally or as provided by the Redemption Policy resulting in a delay for the redemption of EURAU or even (complete) financial losses to the EURAU Holders. Such risk could also cause a secondary market price dislocation risk.

		(4)	**Secondary Market / Trading Risks** – The secondary market / trading risk associated with EURAU refers to the risk that the use and tradability of EURAU as an EMT in the secondary market may be limited for various reasons including the following: The sale of EMTs is currently only possible on limited marketplaces, which may make a sale more difficult or even impossible. It also cannot be ruled out that a holder of an EMT may only be able to sell an EMT held by it at a price which is lower or possibly even significantly lower than the nominal value. The transfer of the rights related to an EMT is subject to the transfer of the token. The transfer of the tokens, in turn, may only be made via the blockchain-based network on which the EMT is issued. There is currently no established trading market or widespread use for payment by EMTs. There can also be no assurance that a market for EMTs and/or a widespread adoption for EMTs as a means of payment will develop or, if it does develop, continue or that trading will be liquid and/or use as a means of payment will be widely adopted, thereby enabling holders of EMTs to sell and/or use their EMTs when desired, or at all, or be able to sell them at prices they find acceptable. Accordingly, holders of EMTs may be unable to sell EMTs in the secondary market readily or at prices without a loss. Trading of EMTs on a market place does not imply any guarantee that sufficient demand will be available to sell the EMT in the event of an intention to sell. Neither an issuer nor the operator of a market place can predict the extent to which market interest will lead to the development of sufficient trading activity for an EMT or how liquid trading or the acceptance of an EMT as a means of payment might become. Thus, it cannot be ruled out that a holder of an EMT may not be able to sell the EMT held by it or may only be able to sell them at a price that is lower or possibly even significantly lower than the purchase price. It also cannot be ruled out that market places may become subject to a different or stricter prudential regulation. In the event that a market place for an EMT may become subject to stricter regulatory requirements, which it cannot fulfil or becomes subject to a license requirement which it does not have, there is a risk that regulatory authorities will intervene against the market place which could make further trading on such market place impossible. Markets for digital assets and crypto-assets as well as EMTs continue to develop and/or grow rapidly. These markets are local, national and international and include a broadening range of products and market participants. A sudden, rapid change in demand and supply of an EMT could cause significant price volatility. The still developing regulatory framework for digital asset and crypto asset markets exposes these markets to a higher risk of market abuse, compared to markets for more traditional financial products. Abusive behaviour such as front-running (a form of insider dealing, whereby inside information of a future transaction is exploited to buy or sell financial assets for own account), spoofing (a form of fraud, whereby the communication with the target is disguised to gain access to its personal information and/or network for further attacks), pump-and-dump (a form of fraud, whereby the price of a financial asset is artificially inflated through false and misleading information) or other forms of market abuse may impact the market price of an EMT. Market abuse events of significant scale and impact have occurred in the past and therefore it cannot be excluded that markets for token-based instruments (including EMTs) continue to be vulnerable to abusive behaviour. In a scenario where the creditworthiness of the issuer of an EMT declines or is perceived to decline, the market price of an EMT may suffer. In addition, third parties may be unwilling or would only be willing to purchase EMTs at a substantial discount relative to the price paid by a holder of the EMT, which in turn may result in a financial loss to the holder. As a result, if any of these risks materialize with regard to EURAU, EURAU Holders may be negatively affected and incur a partial (and possibly even a total loss) financial loss with regard to their EURAU holdings.
		(5)	**Risk of Decline in the Wider Adoption of Stablecoins and Digital Assets** – The risk of decline in the wider adoption of stablecoins and digital assets associated with

			EURAU refers to the risks resulting from the fact that stablecoins and digital assets are based on blockchain technology which is a new technology still in its infancy. As with all technological innovation and new assets, the industry of digital assets (such as EMTs, stablecoins and other blockchain-based instruments including traditional financial instruments such as securities, funds and derivatives) is subject to a high degree of uncertainty and to change over time. Adoption of digital assets, crypto-assets and stablecoins more widely requires (i) growth in the use of blockchain applications to digitalise traditional financial instruments and crypto-assets, (ii) overall trust in and ultimately demand and acceptance for blockchain-based instruments (including traditional financial instruments as well as crypto assets) and (iii) growth in the acceptance of EMTs (and other stablecoins) as means of payment. Adoption of digital assets, crypto-assets and other blockchain-based instruments also requires an accommodating regulatory environment and legal certainty. Accordingly, lack of expansion in the use of the blockchain-based instruments and the underlying blockchain technology could therefore adversely affect the use of EURAU and the market price of EURAU, as a result of which EURAU Holders may also be negatively affected. (6) **Risks of Redemption and/or Recovery Plan Activation** – The risks of redemption and recovery plan activation associated with EURAU refers to risks of adverse outcomes on the redemption of EURAUs as a consequence of the activation of the recovery plan or the redemption plan as emergency measures in scenarios of operational, economic, financial or other stress scenarios of AllUnity as a MiCAR regulated issuer of EURAU including an insolvency of AllUnity. A MiCAR regulated issuer of EMTs is obliged to draw up and maintain a recovery plan and a redemption plan. A recovery plan provides for measures to be taken by the issuer to restore compliance with the requirements applicable to the reserve assets in cases where the issuer fails to comply with those requirements mainly due to disruption of the EMT issuer's operations. A redemption plan is an operational plan to support the orderly redemption of each EMT, which is to be implemented upon a decision by the competent authority that the issuer is unable or likely to be unable to fulfil its (redemption) obligations. Even though the execution of recovery plan or the redemption plan (e.g. by the regulator) is intended to ensure the orderly redemption of all EMTs at par value, the activation of the recovery plan or the redemption plan may result in a delayed redemption or a redemption below par value of EURAU by AllUnity as issuer of EURAU. (7) **Scam Risks** – Scam risks associated with EURAU refer to the risks of loss resulting from a scam or fraud suffered by EURAU Holders from other malicious actors. These scams include – but are not limited to – phishing on social networks or by e-mail, fake giveaways, identity theft of AllUnity or its executive members, creation of fake EURAU, offering fake EURAU aidrops, among others. (8) **Taxation Risks** – The taxation risks associated with EMTs such as EURAU refer to the risks resulting from the fact that, *inter alia*, (i) the tax regime that applies to purchases and sales of EMTs, such as EURAU, by either individual holders or legal entities will depend on the respective EURAU Holder's jurisdiction and (ii) the potential uncertainties in tax treatment of EMTs given their innovative nature and developing tax regime relating thereto which may differ from jurisdiction to jurisdiction globally. For example, EURAU Holders should be aware that, based on the current provisions of MiCAR, EURAU could qualify both, (i) as a crypto-asset and (ii) as electronic money. Which legal classification prevails might vary amongst national competent authorities and will likely impact the tax treatment of EURAU transactions within the EEA and elsewhere. As a consequence, it cannot be excluded that conversions of fiat currency against EURAU, or conversions of other crypto-assets against EURAU, will incur tax consequences.

		(9)	**Legal and Regulatory Risks** – Legal and regulatory risks associated with EURAU stem from the fact that EMTs, crypto assets generally and crypto-asset services are unregulated in certain jurisdictions outside of the European Union and protection schemes, prudential, governance and conduct requirements in the industry are yet to be developed. There is also a lack of regulatory harmonization and cohesion globally which results in uncertainty of the legal and tax status as well as accounting treatment of EMTs and crypto assets and could lead to diverging regulatory frameworks globally. Any change in regulation of stablecoins (including EMTs such EURAU) as well as crypto assets generally in a particular jurisdiction may impact the use, supply and demand of stablecoins (including EMTs such as EURAU) not only in that specific jurisdiction but also in other jurisdictions due to the global interconnections of network digital asset and exchanges and due to data sources covering composite prices which are used to calculate the value of digital assets and stablecoins (including EMTs such as EURAU) spanning multiple jurisdictions.
		(10)	**Money Laundering Risks** – The money laundering risks related to EMTs such as EURAU refer to the risk of EURAU being used by EURAU Holders for the purposes of sanction evasions, money laundering or terrorist financing. That is because even though transactions on blockchain networks are generally public, the exact identity of the sending party and the recipient of these transactions may be subject to uncertainty, inter alia, depending on the level and quality of know-your-customer and anti-money laundering procedures applied by intermediaries, if involved. Because transactions may be processed without the involvement of any intermediaries subject to compliance with anti-money laundering requirements, the use of blockchain-based instruments may provide a higher degree of anonymity compared to traditional payment systems. Therefore, it cannot be excluded that blockchain networks may be used for transactions associated with criminal activities, including money laundering or terrorist financing and sanctions evasions. Accordingly, if, as a result of the aforementioned, authorities close down trading platforms, impose regulations or otherwise restrict the use of the blockchain-based instruments generally or stablecoins more specifically, this may affect the use, tradability the market value and the possibility of redemption of EURAU by EURAU Holders. Even absent such enforcement actions, the mere perception that stablecoins and/or crypto assets may be exposed to, or associated with, criminal activities may negatively influence the tradability and the market price of EURAU.
		(11)	**Third Party Risks** – The third party risks associated with EMTs such as EURAU refer to the risks AllUnity as issuer of EURAU faces in its business relationships with one or more third parties involved in AllUnity's processes regarding the issuance and redemption of EURAU. The ability of AllUnity as an EMT issuer to properly carry out its activities relies on the functioning of services provided by several third parties, such as banks providing safeguarding and settlement accounts. The inability by these third party service providers to carry out their activity could affect AllUnity’s ability to properly issue, manage and redeem EURAU. Accordingly, a default of a service providers (including their respective insolvency) of AllUnity, especially a service provider involved in the storage of the Reserve Assets, such as an account bank, might lead to a large loss of the Reserve Assets and, as a consequence, the inability of AllUnity to redeem EURAU at par value resulting in (an even complete) financial loss of the EURAU Holder. Similarly, the default of a service provider on which AllUnity relies on in connection with the issuance and redemption of EURAU may negatively impact AllUnity’s ability to issue or redeem EURAU in a timely manner or at all.
		(12)	**Risk of Loss** – The risk of loss associated with EURAU refers to the risk of loss caused by fraud, theft, misuse, negligence, or improper administration of EURAU or the Reserves Assets or due to any other reason including the other risks mentioned in section F of this White Paper which could negatively affect AllUnity’s ability to

		perform its obligations (including its redemption obligation) and, as a consequence, result in a financial loss of an EURAU Holder. (13) **Technological Risks** – The technological risks associated with EURAU refers to various kinds of technological risks, which could affect the issuance, transferability, redemption and other functionalities of EURAU as a blockchain based EMT which is largely dependent on a technological infrastructure. See further in section F.3.
F.3	Technology-related risks	Purchasing and using EURAU may also expose EURAU Holders to technological risks related to EURAU: (1) **Blockchain Network Risks** – The blockchain network risks related to EURAU refers to the risks arising from the fact that any of the blockchain network(s) on which EURAU is issued and all related technological components are still at an early stage of technical development. Blockchain technology may contain errors not known as of the date of this White Paper and/or the date of the purchase and/or sale of an EURAU, but could have unforeseeable consequences in the future. The blockchain technology is reliant on internet connectivity and is still subject to ongoing development of the relevant blockchain protocol. It may, therefore, be subject to technical difficulties and vulnerabilities including "forks" that may impair its functionality and be exposed to attacks, such as so called "51% attacks", that could lead to a general network disruption, such as unexpected pauses in transactions as set out further below. A partial or complete impairment of the blockchain network on which EURAU is issued may prevent the issuance of EURAU and make the tradability and use of EURAU disruptive or impossible. In the worst case scenario, this may result in the irretrievable loss of EURAU for an EURAU Holder. (i) *Risks of Internet Disruptions* – The risks of internet disruption relating to the technology used refers to the risks that the functionality of blockchain networks on which EURAU is being issued relies on the internet. A significant disruption of internet connectivity (i.e. affecting a large number of users or geographic regions) could prevent the functionality and operations of such blockchain networks until such disruption is resolved. Accordingly, an internet disruption could adversely affect the ability of AllUnity, a Verified Institution or an exchange to operate and may adversely impact on the value of EURAU and, as a consequence of which, EURAU Holders may be negatively affected due to interruptions in the purchase, sale, transfer or redemption of EURAU. (ii) *Risks relating to the development of blockchain protocols* - The risks relating to the development of blockchain protocols refer to the risks that the relevant protocol underlying a blockchain network on which EURAU is being issued continues to be further developed, which depends on a number of factors. There may be one or more flaws in a protocol which are yet to be found and repaired, or which will occur in the development of a protocol underlying a blockchain network and which may jeopardize the integrity and security of the blockchain networks and the digital assets issued thereon. The development of a protocol underlying a blockchain network may be prevented or delayed due to a lack of incentives for developers to continue to develop the protocol or disagreement between participants, developers and members of the relevant network. New and improved versions of a protocol require acceptance by the majority of members of the blockchain network to implement relevant modification by upgrading their software to the latest version of the protocol. Should a situation arise where the protocol is not developed further or it is not possible to reach a majority in the relevant network regarding the implementation of a new version of a protocol, scalability of digital assets running on such a blockchain may be restrained. Accordingly, in case there should be any flaws in the underlying protocol or the development of the protocol underlying the Blockchain on which

		EURAU is being issued should be prevented or delayed, this may adversely affect the use and the value of EURAU. (iii) *Forks in Underlying Blockchain Protocols* – The risk of forks in the protocol of the blockchain underlying EURAU refers to the risk that due to proposed modifications to the protocol underlying the blockchain network(s) on which EURAU is being issued any such blockchain network is split or "forked" with one part of the blockchain network continuing to run on the pre-modified version of the protocol and the other part of the network running on the modified version of the protocol. These so called "forks" stem from the fact that blockchain networks are open source projects. As a result, any individual can propose refinements or improvements to a blockchain network's protocol through one or more modifications that could alter the protocols governing the blockchain network. If a modification is proposed and a majority of users and miners of the blockchain consents to such modification, the modification is implemented, and the blockchain network continues on the modified version of the protocol. If less than a majority of users and miners consents to the proposed modification, this could result in a so-called "fork" which refers to a "split" of the blockchain networks, with one part of the blockchain network running the pre-modified version of the protocol and the other one running the modified version of the protocol. This would effectively result in two versions of the relevant blockchain network running in parallel. Digital assets deployed on these blockchain networks are not interchangeability with their predecessors. In addition, a fork could also be created by an unintentional, unanticipated flaw in multiple versions of otherwise compatible software user runs. The circumstances of each fork are unique and their relative significance varies. While newly-forked assets in particular may be less liquid than more established ones (resulting in greater risk), it is impossible to accurately predict the impacts any fork could have on useability, liquidity, pricing, valuation and market disruption for assets (including EURAU) being issued on any such blockchain network subject to a fork. (iv) *Risk of a 51% Attack on Blockchain Network(s)* – The risk of majority attacks on the blockchain networks on which EURAU is issued refers to the risks that network participants earn units of the relevant blockchain networks crypto-asset by confirming transactions and reaching consensus and a pre-defined number of units of such crypto-asset is distributed among network participants proportionate to their computing ("hashing") power utilized ("proof of work") or their "stake" in the respective crypto-asset network ("proof of stake"). The results of consensus reached defined by the relevant protocol is the public ledger known as the "blockchain". If an attacker succeeds in providing more than 50% of the blockchain miners' computing power or stake in a so-called "51% attack", it can manipulate what is designed (by the relevant protocol) to be a blockchain version reached by consensus to a certain extent. In particular, such an attacker will be able to 'roll back' or exclude valid transactions from the blockchain. The attacker could also block transactions of others by denying them confirmation. Such an attack is in principle also possible with less than 51% of mining power or stake. Accordingly, in case of a so called 51% attack on the blockchain network on which EURAU is being issued, EURAU Holders are exposed to the risk that transactions relating to EURAU are delayed, denied or manipulated which could result in (an even complete) loss of all EURAUs held by an EURAU Holder. (2) **Smart Contract Risks** – The smart contracts deployed by AllUnity to mint or burn EURAU on the various blockchains or to ensure the transfer of EURAU (notably to other blockchains) may be exposed to technical vulnerabilities that could adversely affect or lead to losses for EURAU Holders.

		(3) **Risks of Settlement Finality or Irrevocability of Blockchain Transactions** – The risks relating to settlement finality or irrevocability of blockchain transactions refers to the risk that transactions on a blockchain once settled may be final and irrevocable. This immutability enhances security and trust but also entails the risk that the transferor of a digital asset is very likely not to be able to reverse any such transfer on the blockchain network and, as a consequence, may lose access to, and any right related to, any such digital asset indefinitely or permanently. This could happen in cases where the blockchain address of the transferee may have been entered incorrectly and (i) the true owner of the address cannot and may never be discovered or (ii) the blockchain address may belong to an entity that will not return the digital asset or may make any such return subject to certain conditions, such as the verification of the transferor's identity or proof of ownership. (4) **Risks relating to Inappropriate Digital Wallet and Key Loss/Theft** – The risks relating to inappropriate digital wallet and key loss/theft associated with the technology used refer to the risks that EURAU Holders are responsible for choosing an appropriate digital wallet for the transfer of EURAU and that the choice of an inadequate or inappropriate digital wallet can result in a loss or theft of EURAU. If a blockchain based instrument, such as EURAU, is transferred to an inadequate or inappropriate digital wallet - which includes, but is not limited to, a digital wallet to which the holder does not have the corresponding private cryptographic key/s or which the holder is unable to operate due to any other limitation (technical or otherwise) -, the holder will not be able to access and dispose of the blockchain-based instruments which results in a total loss of the instrument. Responsibility of choosing a correct and compatible digital wallet(s) lies solely with the holder of the blockchain-based instruments. The holder is also entirely responsible for the secure storage of the private key/s of its digital wallet(s). There are no central agencies that record passwords or issue replacement ones. Loss or theft of a private key (which includes an unauthorized copy of all or a part of the key/s) can result in a total loss of all of the assigned blockchain-based instruments within the digital wallet(s). Accordingly, while it is the sole responsibility of EURAU Holders to select an appropriate digital wallet to hold EURAU and securely store the private key/s to their digital wallet, EURAU Holders are exposed to the risk that the choice of an inappropriate wallet and a loss or theft of the related private key/s to the digital wallet may result in a total and permanent loss of their EURAU. (5) **Risk of Transaction Costs** – The risk of transaction costs related to the technology used refers to the risk that EURAU Holders may be subject to additional costs incurred in connection with the purchase, custody, sale, transfer, redemption or use of EURAU. (6) **Environmental, Social and Governance (ESG) Risks** - AllUnity issues EURAU on various public blockchains which use different consensus algorithms. Each public blockchain, depending notably on its consensus algorithm, has certain environmental impacts. (7) **Unanticipated Risks** – EMTs such as EURAU are a relatively new and untested technology. In addition to the risks included in this section, there might be other risks that cannot be foreseen. Additional risks may also materialize as unanticipated variations or combinations of the risks discussed within this section.
F.4	Mitigation measures	As an EMT issuer established in the European Union, AllUnity is subject to the detailed regulatory framework imposed on EMT-Issuers by MiCAR and its widespread secondary European implementation legislation (including various regulatory technical standards) which, in particular, requires AllUnity to obtain a license as an e-money issuer pursuant to the long established regulatory framework for e-money institutions in accordance with Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions, as amended from time to time, (the "**E-Money Directive**") as implemented in Germany by the Payment Supervision Act (*Zahlungsdiensteaufsichtsgesetz*).

As a MiCAR regulated licensed e-money issuer located in Germany, AllUnity is also subject to the continuous supervision of the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin*). In addition, AllUnity has to comply with, *inter alia,* the regulatory requirements with regard to (i) regulatory capital, (ii) risk and liquidity management, (iii) insolvency remoteness, risk diversification and audit requirements of Reserve Assets including diversification of account banks and custodian's holding the Reserve Assets, (iv) third party selection and outsourcing requirements and has to set-up and maintain (1) a recovery plan and (2) a redemption plan to ensure orderly redemption of EURAU in case of stress scenarios.

As a MiCAR regulated EMT issuer (and as a regulated e-money institution), AllUnity is also subject to (i) compliance with sanctions and anti-money laundering and terrorist finance obligations pursuant to Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as amended from time to time, (the "**AML-Directive**") as implemented in Germany including its secondary European legislation, (ii) IT-security requirements pursuant to Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector ("**DORA**") and (iv) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – "**GDPR**") and their respective secondary European legislative implementing technical standards.

Based on, and in compliance with, these various regulatory requirements, AllUnity has implemented a resilient business operation and structured risk management framework that not only addresses these risks but is also designed to provide a resilient framework for adapting to emerging challenges in an evolving financial and technological landscape.

(1) **Issuer-related risks mitigation measures**

(i) **Insolvency risk** of AllUnity is mitigated by a number of measures including the following: AllUnity (i) is subject to, and strictly adheres to, its regulatory capital requirements stipulated by MiCAR and the E-Money Directive and continuously monitors its regulatory capital levels; (ii) is subject to an obligation to invest all monies received for the issuance of EMT in cash or HQLAs no later than on the business day following receipt of such monies, (iii) benefits from statutory requirements and privileges as to the insolvency remoteness of the Reserve Assets backing EURAU from the insolvency of AllUnity pursuant to the E-Money Directive and MiCAR as implemented in Germany and the various European member states as further described in section D.3, (iii) has only selected account banks to hold the Reserve Assets established in the European Union subject to the European Union's prudential supervisory framework based on an established and robust counterparty due diligence and on the basis of the principle of diversification, (iv) has the Reserve Assets audited by an external auditor, (v) has implemented a third party outsourcing and monitoring policy in compliance, with regard to ICT providers, with the DORA requirements and (vi) has implemented and applies financial controls to maintain liquidity, ensure operational solvency, and prevent capital shortfalls.

(ii) **Counterparty risks** associated with AllUnity are mitigated by AllUnity's obligation to comply with regulatory requirements in relation to risk management, outsourcing and, with regard to ICT providers, DORA and the corresponding implementation of robust due diligence (including business continuity measures) and diversification strategies with regard to counterparty selection and monitoring. With regard to account banks holding Reserve Assets, any of these account banks are established in the European Union and are subject to the European Union's prudential supervisory framework applicable to CRR credit institutions and are selected on the basis of their credit worthiness and the principle of diversification with regard to the amount of cash held proportionate to their balance sheet and are subject to continuous monitoring. This multi-layered approach is designed to

			minimize the risk of default of its counterparties to which AllUnity is exposed. (iii) **Market risks** are mitigated through regulatory requirements and a combination of effective treasury management and continuous market analysis. AllUnity monitors macroeconomic variables - such as inflation and ECB interest rate policies, and EURAU Holder demand for EURAU to adjust its strategies accordingly. Additionally, based on it status of a regulated e-money institution subject to the additional requirements for MiCAR applicable to issuers of EMTs, AllUnity is subject to strict regulatory requirements with regard to the investment policy applicable to the Reserve Assets including (i) a significant cash reserve in accordance with Applicable Law and (ii) a limitation of the non-cash assets to HQLAs and diversified assets implementing a diversified investment approach to enhance resilience against market fluctuations. In addition, AllUnity plans to maintain a higher cash reserve during the market introduction of EURAU to further mitigate the market and liquidity risk during the initial start-up phase of the business. (iv) The selection of reputable exchanges and Verified Institutions as market makers is intended to provide sufficient liquidity early on to facilitate the market entry of EURAU. (v) **ICT risks** are mitigated by compliance with the regulatory requirements, in particular under DORA, and the establishment and implementation of comprehensive information security policies and the appointment of a dedicated information security officer responsible for overseeing and enforcing security measures. AllUnity continuously monitors and assesses its IT-systems to ensure the integrity, availability, and confidentiality of data. (vi) To address **data protection risks**, AllUnity has implemented a comprehensive data protection framework in full compliance with the GDPR and local data protection laws. The appointment of a dedicated data protection officer, ensures that personal and sensitive data is processed securely and stored only as long as necessary. (vii) **Legal and regulatory risks** relating to AllUnity itself are mitigated by maintaining a robust compliance and legal framework and qualified personal resources that ensure compliance with existing legal and regulatory requirements includes regular compliance training for employees, and the establishment of binding internal guidelines and procedural instructions as well as continuous monitoring of legal and regulatory developments. The appointment of a dedicated compliance officer, along with other control functions, monitors all business activities to ensure compliance of AllUnity with applicable legal and regulatory standards. With regard to third parties, the selection of service providers and cooperation partners, such as market makers, is subject to a robust due diligence procedure including the review of the third party's compliance framework and taking into account and is aimed to ensure cooperation with reputable and regulated third parties who are monitored by AllUnity on a continuous basis. (viii) **Reputational risks** are mitigated by a systematically assessment as part of AllUnity's broader risk analysis processes. Based on these assessments, targeted mitigation measures are implemented as needed to safeguard AllUnity's public image and trust among (existing and future) cooperation partners, market participants, EURAU Holders and other stakeholders. (ix) **Third party risks** are mitigated by regulatory requirements applicable to AllUnity as a regulated entity with regard to outsourcing including stricter requirements with regard to ICT service providers and through a corresponding risk and materiality analysis and a robust due diligence process before onboarding new service providers. AllUnity is implementing stringent vendor management protocols. AllUnity conducts thorough due

		diligence, in particular on critical and important external service providers, sets clear contractual obligations, and continuously monitors third-party performance to ensure they meet strict reliability and security standards. This careful oversight reduces dependency on any single provider and limits the impact of external operational failures. (x) **Risks of conflicts of interests** are mitigated by the implementation of a conflict of interest policy and procedures whereby conflicts of interests are defined, identified, documented and protective measures, such as separation of functions, information barriers (Chinese walls), training of employees and periodical reviews of the compliance with the conflict of interest policy are implemented by the responsible senior Compliance Management. (xi) **Operational risks** are mitigated by having implemented a stringent processes, internal audits and continuously analysing these risks as part of the AllUnity's risk management framework. Where necessary, appropriate mitigation measures are implemented to address potential risks related to internal processes, personnel, systems, and external events. Through regular risk assessments, internal controls, and ongoing monitoring, AllUnity ensures the resilience and stability of its operations. (xii) **ESG risks** are mitigated by evaluating ESG risks as part of the overall risk analysis and integrating these into its counterparty and market risk assessments, ensuring sustainability factors are considered when selecting business partners and evaluating its business operations. (2) **Token-related risks mitigation measures** (i) The mitigation of **secondary market price dislocation risk** as such is beyond the sole control of a commercial entity like AllUnity. As external market dynamics, investor behaviour, and broader financial conditions play a significant role, this risk falls outside the scope of direct mitigation by AllUnity. (ii) The **risk of under-collateralisation** is mitigated by AllUnity being MiCAR regulated and licensed as an e-money institution and subject to corresponding regulatory capital requirements and regulatory requirements with regard to the use of monies received for the issuance of EURAU which are to be kept strictly separate from AllUnity's assets and are to be held as part of the insolvency remote Reserve Assets in cash and HQLAs subject to statutory investment restrictions. These requirements are implemented and monitored by stringent internal controls, a combination of effective treasury management and continuous market analysis monitoring macroeconomic variables - such as inflation and ECB interest rate policies and daily reconciliations to ensure that the par value of all outstanding EURAUs are covered by the Reserve Assets, thereby protecting EURAU Holders from potential losses due to under-collaterisation. (iii) **Liquidity risk of Reserve Assets** is mitigated by maintaining a high proportion of the Reserve Assets in cash in accordance with Applicable Law and the remainder in readily HQLAs. In addition, AllUnity conducts regular liquidity stress tests and has a pre-defined Redemption Policy designed to ensure that, even under high redemption demand, EURAU Holders can be redeemed at par value in accordance with MiCAR requirements without causing market dislocations. In addition, AllUnity as a MiCAR regulated EMT issuer is obliged to set-up and maintain a Recovery Plan and a Redemption Plan containing mitigation measures to ensure an orderly redemption of EURAU Holders and a corresponding orderly liquidation of the Reserve Assets in a stress scenario (including an insolvency of AllUnity in which case a third party administrator will be charged with the liquidation of the Reserve Assets and the redemption of the EURAU Holders under the supervision of the competent regulator pursuant to the MiCAR implementing German Crypto-Assets Markets Supervision Act (*Kryptomärkteaufsichtsgesetz*)).

		(iv)	**Secondary Market / Trading Risks** – Even though secondary market / trading risks are beyond the influence of AllUnity as issuer of EURAU, in order to mitigate secondary market / trading risks, AllUnity cooperates with Verified Institutions (also acting as market makers) and reputable (and to the extent possible and practicable regulated) exchanges designed to provide liquidity and secondary market trading activity with regard to EURAU to facilitate EURAU Holders to sell EURAU in the secondary market and mitigate secondary market / trading risks.
		(v)	The **risk of decline in the wider adoption of stablecoins and digital assets** is outside the control of AllUnity and there is no mitigant as such. However, AllUnity believes that based on its shareholder composition and selection of reputable cooperation partners as Verified Institutions and market makers and its commitment to build its network of cooperation partners who have a strong market standing and as well as reputable exchanges with a strong market standing and deep market penetration it is well positioned to facilitate the use and acceptance of EURAU as a means of payment and digital assets more generally.
		(vi)	To mitigate the **risk of Redemption Plan and/or Recovery Plan activation**, AllUnity maintains strong operational resilience including the careful selection of reliable account banks holding the Reserve Assets as well as third party service providers with back-up capacities to cater for high redemption demands of EURAU Holders. In addition, AllUnity adheres to strict reserve management practices in accordance with the regulatory requirements applicable to it as a MiCAR regulated EMT issuer and subject to supervision by BaFin. For these purposes, AllUnity has implemented an effective treasury management system monitoring liquidity needs, and performing regular stress tests to assess potential shortfalls. These measures are designed to reduce the likelihood of reaching a scenario where the recovery plan or the redemption plan would need to be activated.
		(vii)	**Scam risks** originate from malicious third parties and are beyond AllUnity's control.
		(viii)	**Taxation risks** related to EURAU transactions are beyond AllUnity's control and depend on the regulatory interpretations and tax laws of each jurisdiction. It is the responsibility of each EURAU Holder to stay informed about the applicable tax rules in their respective jurisdiction and assess any potential tax implications of their transactions with the EURAU tokens. Before making any decision to buy EURAU, potential EURAU Holders should seek independent legal or tax advice in order to determine the potential tax consequences of the purchase and sale of EURAU, the conversion of EURAU for fiat or other crypto currencies and/or the use of EURAU as a means of payment.
		(ix)	**Legal and regulatory risks** arise from the evolving and fragmented nature of global regulations, which are beyond AllUnity's control. To mitigate the impact of legal and regulatory changes in regulatory frameworks, both within and outside the EU, which may impact the treatment of EMTs and crypto-assets, AllUnity remains committed to monitor the development of the legal and regulatory framework and to adapt its processes and operations accordingly but cannot pre-empt or anticipate these developments and to what extent compliance therewith will in all cases be economically feasible.
		(x)	**Money laundering risks** are mitigated given that AllUnity as a MiCAR regulated EMT issuer (and regulated e-money institution) is obliged to comply with anti-money laundering obligations pursuant to the AML-Directive as implemented in Germany and is subject to continuous supervision by the competent authority in relation thereto. Accordingly, AllUnity has implemented strict Anti-Money Laundering (AML) controls for its Verified Institutions, including identity verification, source of wealth checks, blockchain address verification whitelisting of hosted and self-hosted wallets and transaction monitoring. Additionally, blockchain

			analysis tools and blacklisting are used to monitor transactions and detect potential illicit activity. While AllUnity has no direct control over secondary market transactions in EURAU or EURAU transfers between EURAU Holders, AML measures also apply (i) to the extent secondary market participants are, or are dealing through intermediaries who are, subject to AML requirements (e.g. regulated intermediaries or exchanges) and (ii) in connection with the redemption process of EURAU when EURAU Holders (both Verified Institutions as well as any other EURAU Holder) redeem EURAU directly from AllUnity, ensuring compliance with AML requirements. (xi) With regard to the mitigation of **third party risks** reference is made to the description of mitigants of third party risks under the sub-heading of "Issuer-related risks mitigation measures" above. (xii) To mitigate the **risk of loss**, AllUnity implements stringent security, operational, and financial controls to minimize the likelihood of fraud, theft, misuse, or improper administration of EURAU and the Reserve Assets. Additionally, AllUnity takes measures to maintain full collateralization of EURAU and conducts regular internal and external audits (including audits of the Reserve Assets by a third party auditor). (3) **Technology-related risks mitigation measures** (i) While **blockchain network risks** such as risks resulting from its reliance on internet connectivity and the ongoing development of blockchain protocols as well as the technical difficulties and vulnerabilities (including forks in the underlying blockchain protocol) and potential attacks (including 51% attacks) cannot be directly mitigated by AllUnity, continuous monitoring and risk assessment are in place to detect emerging threats. (ii) To address risks associated with **smart contracts**, AllUnity has implemented a detailed IT-development process including quality assurance measures and develops and deploys its contracts under strict security protocols and mitigates such risks through comprehensive security audits conducted by independent third-party experts before deployment. (iii) The **risks of settlement finality and irrevocability of blockchain *transactions*** once confirmed which, as a consequence, means that when EURAU is sent to a blockchain address, control over EURAU is transferred, and the transaction cannot be undone is beyond the control of AllUnity. EURAU Holders are advised to carefully review any transfer instructions given in connection with the contemplated transfer of an EURAU. (iv) The **risks relating to inappropriate digital wallet and key loss/theft** relating to inappropriate digital wallet and key loss/theft can be mitigated by EURAU Holders by using (regulated) third party crypto custodians as wallet providers. EURAU Holders should carefully select their wallets and/or their crypto custodians and consult their own professional advisers about the appropriateness and suitability of their wallets for storing EURAU. (v) Blockchain consensus mechanisms are evaluated for environmental impact, and compliance **with ESG requirements** is enforced in all operational and financial processes.

Part G - Information on the sustainability indicators in relation to adverse impact on the climate and other environment-related adverse impacts -		
G.1	Adverse impacts on climate and other environment-related adverse impacts	As set out below.

MANDATORY INFORMATION ON PRINCIPAL ADVERSE IMPACTS ON THE CLIMATE AND OTHER ENVIRONMENT-RELATED ADVERSE IMPACTS OF THE CONSENSUS MECHANISM

N	FIELD	CONTENT
General information		
S.1	Name	AllUnity GmbH
S.2	Relevant legal entity identifier	3912007G8L8CD3HFIV26
S.3	Name of the crypto-asset	EURAU
S.4	Consensus Mechanism	Please refer to E.5.
S.5	Incentive Mechanisms and applicable fees	Please refer to E.6.
S.6	Beginning of the period to which the disclosed information relates	2026-02-07
S.7	End of the period to which the disclosed information relates	2027-02-07
Mandatory key indicator on energy consumption		
S.8	Energy consumption	853.42941
Sources and methodologies		
S.9	Energy consumption sources and methodologies	To calculate the sustainability indicators, estimates regarding the activity of the token within the relevant networks are assumed. These estimates lead to an expected share of gas fees within the DLTs and thus to a proportional energy consumption. For the calculation, the energy consumption of the entire network and other conditions are assumed to be constant. The information regarding the hardware used and the number of participants in the network is based on assumptions that are verified with best effort using empirical data. As a precautionary principle, we make assumptions on the conservative side when in doubt, i.e. making higher estimates for the adverse impacts.

SUPPLEMENTARY INFORMATION ON PRINCIPAL ADVERSE IMPACTS ON THE CLIMATE AND OTHER ENVIRONMENT-RELATED ADVERSE IMPACTS OF THE CONSENSUS MECHANISM

N	FIELD	CONTENT TO BE REPORTED
Supplementary key indicators on energy and GHG emissions		
S.10	Renewable energy consumption	30.9682743051%
S.11	Energy intensity	0.00004
S.12	Scope 1 DLT GHG emissions – Controlled	0.00000
S.13	Scope 2 DLT GHG emissions – Purchased	0.28389
S.14	GHG intensity	0.00001
Sources and methodologies		
S.15	Key energy sources and methodologies	To determine the proportion of renewable energy usage, the locations of the nodes are to be determined using public information sites, open-source crawlers and crawlers developed in-house. If no information is available on the geographic distribution of the nodes, reference networks are used which are comparable in terms of their incentivization structure and consensus mechanism. This geo-information is merged with public information from Our World in Data, see citation. The intensity is calculated as the marginal energy cost with regard to one more transaction. Ember (2025); Energy Institute - Statistical Review of World Energy (2024) – with major processing by Our World in Data. “Share of electricity generated by renewables – Ember and Energy Institute”. Ember, “Yearly Electricity Data Europe”; Ember, “Yearly Electricity Data”; Energy Institute, “Statistical Review of World Energy”. Retrieved from https://ourworldindata.org/grapher/share-electricity renewables.
S.16	Key GHG sources and methodologies	To determine the GHG Emissions, the locations of the nodes are to be determined using public information sites, open-source crawlers and crawlers developed in-house. If no information is available on the geographic distribution of the nodes, reference networks are used which are comparable in terms of their incentivization structure and consensus mechanism. This geo-information is merged with public information Our World in Data, see citation. The intensity is calculated as the marginal emission with regard to one more transaction. Ember (2025); Energy Institute - Statistical Review of World Energy (2024) – with major processing by Our World in Data. “Carbon intensity of electricity generation – Ember and Energy Institute”. Ember, “Yearly Electricity Data Europe”; Ember, “Yearly Electricity Data”; Energy Institute, “Statistical Review of World Energy”. Retrieved from https://ourworldindata.org/grapher/carbon-intensity electricity Licenced under CC BY 4.0.