xrymacoin

Euro Stablecoin White Paper

Issued 29th June 2026

Modified 24th August 2026

(In accordance with Article 51(12) of MiCAR)

ISSUER

Xryma Plc

STOCK CODE

XRY

COMPANY NUMBER

HE348009

CORPORATE WEBSITE

www.xryma.com

LEI

213800NGHVYL5PFZI692

EMT WEBSITE

www.xrymacoin.money

XREUR eMoney Token

Central Bank of Cyprus electronic money institution authorisation #115.1.3.17

This crypto-asset 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 crypto-asset white paper.

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Note: 'Yellow highlights indicate modifications to previous whitepaper.'

Summary

The Commission Implementing Regulation (EU) 2024/2984[1], have been followed to prepare this white paper and to outline the necessary disclosures requirements under Regulation (EU) 2023/1114 on Markets in Crypto-Assets ("**MiCAR**"). **In particular, please refer to Table 4 of the Commission Implementing Regulation (EU) 2024/2984 recommended templates for preparing the white paper.**

PART I

Disclosures

I.01	Date of notification	Notified on the 29-06-2026. Modified on 24th August 2026, in accordance with Article 51 (12) of MiCAR
I.02	Statement in accordance with Article 51(3) of Regulation (EU) 2023/1114	This crypto-asset 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 crypto-asset white paper.
I.03	Compliance statement in accordance with Article 51(5) of Regulation (EU) 2023/1114	This crypto-asset white paper complies with Title IV of Regulation (EU) 2023/1114 of the European Parliament and of the Council and to the best of the knowledge of the management body, the information presented in this crypto-asset white paper is fair, clear and not misleading and the crypto-asset 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 is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council or the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.

[1] Commission Implementing Regulation (EU) 2024/2984 of 29 November 2024 laying down implementing technical standards for the application of Regulation (EU) 2023/1114 of the European Parliament and of the Council with regard to forms, formats and templates for the crypto-asset white papers.
https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=OJ:L_202402984

Summary		
I.05	Warning in accordance with Article 51(6), second subparagraph of Regulation (EU) 2023/1114s	Warning This summary should be read as an introduction to the crypto-asset white paper. The prospective holder should base any decision to purchase this e-money token on the content of the crypto-asset white paper as a whole and not on the summary alone. The offer to the public of this crypto-asset 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 crypto-asset white paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council or any other offer document pursuant to Union or national law.
I.06	Characteristics of the crypto-asset	XREUR is an Electronic Money Token (EMT), issued by Xryma Plc ("**Xryma**"), available on public blockchain networks. XREUR enables the transfer of euro-denominated value on public blockchain networks, which may offer faster settlement and greater operational efficiency than certain traditional payment methods. XREUR has been developed to facilitate international trade and commerce, and is intended to complement existing trade-finance workflows, such as Letters of Credit and Bank Guarantees, by enabling programmable, real-time settlement of the underlying payment. Xryma Plc is a SWIFT alliance member with Real Time Gross Settlement (RTGS) access to the European Central Bank's T2 and TIPS services, allowing it to transfer central bank money rapidly, in addition to its participation in the SEPA Scheme for instant payments. These three facilities allow it to rapidly onramp and offramp EUR to Valid Customers (as defined below in I.08), without the requirement of intermediaries or correspondent banks. The T2 service

		directly connects with more than 950 banks globally, and more than 22,500 global banks indirectly. The SEPA system connects with more than 4,300 banks domestically in the EU and EEA. The TIPS service acts as an instant currency exchange. TIPS offers final and irrevocable settlement of instant payments in euro, Swedish kronor and Danish kroner. This settlement in TIPS takes place in central bank money, at any time of day and on any day of the year. XREUR can thus be purchased directly by use of card payment, SWIFT transfer, T2 RTGS, SEPA transfer or TIPS transfer via www.xrymacoin.money. It is able to be transferred between persons following issuance, and may also in future be purchased from crypto-asset trading platforms that have admitted XEUR to trading with the express consent of Xryma ("Approved Trading Platforms"). There are no Approved Trading Platforms or Electronic Money Distributors as at the date of this white paper. For every XREUR issued by Xryma and remaining in circulation, Xryma will hold either one Euro ("EUR") at a Credit Institution in readily available funds, or an equivalent amount of EUR-denominated Highly Liquid Financial Instruments on behalf of holders not exceeding the ratio specified in MICAR Article 54, in order to facilitate the frictionless movement of the e-money tokens utilizing blockchain technology. As a fully reserved e-money token, XREUR is backed by an equivalent amount of euro-denominated EUR and assets held by Xryma and redeemable 1:1 for Euros in accordance with Article 54 of MICAR.
I.07	Right of redemption	The holders of the XREUR e-money token have a right of redemption at any time and at par value. This applies to holders of XREUR globally. Conditions and processes for redemption of XREUR are detailed in our Redemption Policy available on Xryma's website (the "Website"), http://www.xrymacoin.money .
I.08	Key information about the offer and/ or admission to trading	XREUR is available for issuance through the Xryma Mint Service ("XMS") to Valid Customers of Xryma, and, possibly in future, its Electronic Money Distributors and Approved Trading Platforms (if any, subject to notification).

		Xryma Plc intends to seek XREUR admission to trading on future MiCA-compliant trading platforms. Xryma Plc has not as yet made such arrangements, and there is no guarantee it will do so, until such time as notification is made, if any, in accordance with applicable laws, regulations and this white paper. **Valid Customers** are those legal or natural persons that are not subject to any restrictions in their country of domicile with respect to purchase or redemption of an EMT, and either i) who have been issued either a Basic Bank Account Number (BBAN) or an International Bank Account Number (IBAN) by Xryma or ii) who purchase the EMT via an Electronic Money Distributor appointed by Xryma in accordance with Article 19 of the *Cyprus Electronic Money Laws (Laws of 2012 to 2018)*or iii) purchase via an Approved Trading Platform as listed on www.xrymacoin.money website (if any). A person does not need to be a Valid Customer to send or receive XREUR to other persons. A person must be a Valid Customer to purchase and/or seek redemption of XREUR.

PART A

Information about the Issuer of the E-Money Token

A.1	Statutory Name	Xryma Plc
A.2	Trading Name	Xryma, XrymaCoin, ISX Financial, ISXMoney, ISXPay, PaidBy
A.3	Legal form	Public Company
A.4	Registered address	Makrasykas 1, KBC North, Strovolos, 2034, CY-01, CY
A.5	Head office	Makrasykas 1, KBC North, Strovolos, 2034, CY-01, CY
A.6	Registration Date	2015-10-19
A.7	Legal Entity Identifier	213800NGHVYL5PFZI692
A.8	Other identifier required pursuant to applicable law	Company Number: HE 348009 BIC: ISEMCY22XXX
A.9	Contact telephone number	+357 22 015740
A.10	Email address	contact@xrymacoin.money
A.11	Response Time (Days)	Five (5) Business Days
A.12	Parent Company	N/A
A.13	Members of the Management Body	Authorised management responsible for the day-to-day operations consists of the following authorised managers: 1. Mr Nikogiannis Karantzis, Executive Director 2. Mr Dominic Melo, Executive Director; 3. Mr Serge Prostran, Chief Compliance Officer;

		4. Mr Andreas Artemiou, Chief Risk Officer; 5. Mr Ajay Treon, Chief Financial Officer; 6. Mr Andrew Karantzis, Chief Sales Officer. The business address of the abovementioned authorised management and board is at Makrasykas 1, KBC North, Strovolos, 2034, CY-01, CY Emal contacts: sales@xrymacoin.money contact@xrymacoin.money
A.14	Business Activity	Xryma Plc. has been granted authorisation initially during 2017 under the PSD and reauthorised again during 2018 under the PSD2 and is supervised by the Central Bank of Cyprus ("CBC") as an Electronic Money Institution under the *Republic of Cyprus Electronic Money Law 2012 and 2018* (as amended), with authorisation number 115.1.3.17. Headquartered in Nicosia, Xryma has the freedom to operate across all EU and European Economic Area member states, and is authorised through its subsidiary, ISX Financial UK Ltd, to operate as an FCA Authorised Electronic Money Institution in the UK. Xryma is a fully licensed next generation EEA Authorised electronic money institution that is designed to meet the global banking and payments needs of payments businesses, banks and marketplaces. Xryma's Group's technology solutions, delivered via Probanx Solutions Ltd – a subsidiary of Xryma, provide the payments infrastructure for more than 100 regulated businesses, enabling them to gain access to open banking, instant payments and remittances originating from the EEA and UK. Xryma Group provides its customers with means to transfer i) central bank money transfers via RTGS, and

		ii) scriptural money transfers via ACH networks such as SEPA and FPS, and iii) electronic money via its proprietary networks, and iv) electronic money tokens (EMT) via blockchains (as notified through this WhitePaper), and v) cash via its association with UK Post Offices, and vi) card payments via cards issued or acquired by Xryma. Xryma issued over 4 billion Euros in electronic money in 2024 and a similar volume in 2025. The Xryma Group (including Probanx acting as a central bank gateway) processed more than €206Bn in 2025 on behalf of other financial institutions, over its central bank and ACH connected networks. The processed volume in 2025 is closely linked to the implementation of ECB Decision (EU) 2025/222 and the EU Instant Payments Regulation (2024/886), both of which took effect in April 2025. These changes marked a significant shift in the regulatory and operational landscape for non-bank payment service providers. For the purposes of the XREUR issuance, Xryma acts as the Electronic Money Issuer and Electronic Money Token ("EMT") Issuer (the "Issuer""). All references to Xryma hereafter shall be read as references to Xryma Plc, acting as the issuer under Markets in Crypto Assets Regulation ("MICAR") in connection with the XREUR EMT, which shall be subject to a 1:1 electronic money issuance, with customer funds being afforded the protections of Safeguarded Customer Funds as defined in the summary section above).
A.15	Parent Company Business Activity	Not applicable.

A.16	Conflicts of Interest Disclosure	No conflicts of interest have been identified as at date of the Whitepaper in relation to the issuance of XREUR. Xryma acts as the electronic money and EMT issuer of XREUR. Xryma is an electronic money institution offers payment and transactional services to various entities including some of the exchanges upon which XREUR may in future be traded, subject to such being notified as an Approved Trading Platform. The minting and burning processes are conducted through various third-party technology providers coordinated and managed by Xryma Group subsidiary Probanx Solutions Ltd. Xryma does not invest or trade in crypto assets whether as principal or agent.
A.17	Issuance of other crypto- assets	False
A.18	Activities related to other crypto-assets	False
A.19	Connection between the issuer and the entity running the DLT	False.

<table>
<tr><td>A.20</td><td>Description of the connection between the issuer and the entity running the DLT</td><td>None. Xryma will be launching the XREUR on the Solana permissionless/public blockchain and no connection is required with the entity running the DLT.</td></tr>
<tr><td>A.21</td><td>Newly Established</td><td>False</td></tr>
<tr><td>A.22</td><td>Financial condition over the past three years</td><td>The following table summarises the Group's key financial information for the three financial years ended 31 December 2025, 2024 and 2023, and has been extracted from the Group's audited consolidated financial statements.
<table>
<tr><th>€ millions</th><th>2025</th><th>2024</th><th>2023</th></tr>
<tr><td>Revenue</td><td>48.4</td><td>54.6</td><td>32.1</td></tr>
<tr><td>Other Income</td><td>5.0</td><td>4.1</td><td>0.3</td></tr>
<tr><td>Operating Expenses</td><td>(33.2)</td><td>(20.4)</td><td>(25.5)</td></tr>
<tr><td>Profit Before Tax</td><td>20.2</td><td>30.3</td><td>6.9</td></tr>
<tr><td>Profit After Tax</td><td>17.3</td><td>26.0</td><td>5.2</td></tr>
<tr><td>Total Assets</td><td>188.9</td><td>239.6</td><td>147.1</td></tr>
<tr><td>Total Liabilities</td><td>129.7</td><td>197.6</td><td>130.9</td></tr>
<tr><td>Total Equity</td><td>59.2</td><td>42.0</td><td>16.2</td></tr>
<tr><td>Cash and Cash Equivalents</td><td>49.0</td><td>34.6</td><td>8.1</td></tr>
<tr><td>Funds held on Behalf of Customers</td><td>120.7</td><td>189.2</td><td>121.0</td></tr>
</table>
The table above provides a high-level summary of the Group's historical financial performance and financial position for the three financial years ended 31 December 2025. It is intended as a summary only and should be read together with the Group's audited consolidated financial statements, which are incorporated by reference into this whitepaper.</td></tr>
</table>

<table>
<tr><td></td><td></td><td>Copies of the Annual Reports are available on the Company's investor relations website at www.xryma.com/investors
<table>
<tr><th>Financial Year</th><th>Annual Report</th><th>Statement of Profit or Loss</th><th>Statement of Financial Position</th></tr>
<tr><td>2025</td><td>Annual Report 2025</td><td>p.70</td><td>p.71</td></tr>
<tr><td>2024</td><td>Annual Report 2024</td><td>p.62</td><td>p.63</td></tr>
<tr><td>2023</td><td>Annual Report 2023</td><td>p.56</td><td>p.57</td></tr>
</table></td></tr>
<tr><td>A.23</td><td>Financial condition since registration</td><td>Not applicable.</td></tr>
<tr><td>A.24</td><td>Exemption from authorisation</td><td>False</td></tr>
<tr><td>A.25</td><td>EMoney Token Authorisation</td><td>Xryma Plc is authorised as an electronic money institution under the Republic of Cyprus Electronic Money Laws 2012 and 2018 (as amended) with Central Bank of Cyprus authorisation 115.1.3.17</td></tr>
</table>

A.26	Authorisation Authority	Central Bank of Cyprus (CBC)
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	At the time of this whitepaper, there are no Approved Trading Platforms or Electronic Money Distributors. Details of such persons (if any) to be published at http://www.xrymacoin.money Electronic Money Distributors of Xryma Plc will also be published at https://www.centralbank.cy/en/licensing-supervision/electronic-money-institutions/licensing-and-supervision-of-electronic-money-institutions Persons seeking to act in the capacity of an Electronic Money Distributor or Approved Trading Platform should contact Xryma at micaconsent@xrymacoin.money
A.28	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 2023/114	Not applicable.

PART B

Information about the E-Money Token

B.1	Name	Xryma Plc's Euro Electronic Money Token (EMT), "XrymaCoin"
B.2	Abbreviation	XREUR
B.3	Details of all natural or legal persons involved in the implementation of the crypto-asset project	**Technical:** Probanx Solutions Ltd (Cyprus) for general integration, electronic money token (EMT) issuance, mint, transfer, burn, and transactional banking technology. Makrasykas 1, KBC North, Strovolos, 2034, Nicosia, Cyprus. **Sustainability:** CCRI GmbH – Zeppelinstraße 55, 84130 Dingolfing, HRB 12954, Germany. **Legal:** Morgan Lewis and Bockius LLP - 47 Av. Hoche, 75008 Paris, France.
B	*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 Token Characteristics	XREUR is a new issue e-money token ("EMT") pursuant to Article 3.1(7) of MICAR. As of the date of this White Paper, XREUR does not constitute a "significant e-money token" as defined by Article 56 of MICAR. XREUR will be launched on the Solana blockchain, with further issuance on other blockchains including Ethereum and TRON being under consideration. The website of the issuer is: http://www.xrymacoin.money **Safeguarding of Funds** XREUR will be fully backed by an equivalent amount of EUR-denominated assets held by Xryma with credit institutions in segregated accounts separate from Xryma's corporate funds, on behalf of, and for the benefit of, XREUR holders (the "**Segregated Customer Accounts**"). This means that for every XREUR issued by Xryma and remaining in circulation, Xryma will hold, on behalf of holders, either one EUR or an equivalent amount of EUR-denominated Highly Liquid Financial Instruments in its Segregated Customer Accounts (the "**Safeguarded Customer Funds**").

		This arrangement ensures full segregation of the funds in a dedicated Segregated Customer Account held at one or more Credit Institutions that are authorised within the EU. Upon events that would threaten the stability mechanisms of the XREUR, the holders of XREUR will be recognised as beneficiaries of the funds held in these Segregated Customer Accounts. Article 54 of MICAR provides that: *"...at least 30 % of the funds received is always deposited in separate accounts in credit institutions; 1. the remaining funds received are invested in secure, low-risk assets that qualify as highly liquid financial instruments with minimal market risk, credit risk and concentration risk, in accordance with Article 38(1) of this Regulation, and are denominated in the same official currency as the one referenced by the e-money token*" Xryma may issue Treasury XREUR each with an individual Mint Address ("token identifier") and hold such in a Xryma-controlled treasury address as non-circulating inventory. Such pre-allocated XREUR are funded by Xryma from its own funds, and are not in circulation, and do not confer any redemption claim to any person other than Xryma, and are excluded from the circulating supply against which the reserve of Safeguarded Customer Funds is measured until such time as transferred to a Valid Customer. The reserve held by Xryma will at all times equal or exceed the XREUR in circulation allowing for 'on demand' issuance and/or transfer from the Xryma Treasury reserves. Xryma's treasury address(es) are identifiable on-chain so that circulating supply can be independently verified. **Issue and Redemption** XREUR will be issued and redeemed by Xryma and the underlying Safeguarded Customer Funds and assets will be held under an arrangement governed by the MICAR. Electronic money is issued pursuant to the transfer of the funds to Xryma, the funds will be held for the benefit of the principals (i.e., the holders of the XREUR) in relation to the electronic money token. In this instance, the issuer grants token holders rights as third party beneficiaries, in

		particular the right to redeem the tokens against the electronic money at par value (i.e. 1 EUR for every 1 XREUR). **Purpose** The main purpose of the Xryma EMT is to be used as a means of exchange, and that purports to maintain a stable value by referring to the value of a fiat currency that is legal tender. In the case of XREUR, the legal tender against which it is referenced is the EURO (€) issued by the European Central Bank. **Assurance** The XREUR Reserves are audited by Xryma Plc's external auditors, providing confirmation that they match the XREUR in circulation. XREUR is not designed to create returns for holders, increase in value, or otherwise accrue financial benefit to XREUR holders. The funds received in exchange of XREUR will be treated as electronic money and kept in readily available funds as EUROS at a Credit Institution and/or Highly Liquid Financial Instruments investments. As XREUR will be issued and redeemed on public blockchains, the tokens in circulation and issuance/redemption transactions will be transparent to market participants. Distributed ledger technology and the public records of transactions on the blockchain allow for a democratisation of access to information and a consensus driven protocol for the confirmation of transactions.
B.7	Website of the issuer	http://www.xrymacoin.money

B.8	Starting date of offer to the public or admission to trading	2026-09-30
B.9	Publication date	2026-07-29
B.10	Any other services provided by the issuer	Issuance of Electronic Money Payment Service 5 – issuance and acquiring of payment instruments (cards)
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	WJHZ6DBXC
B.13	Functionally fungible group digital token identifier, where available	ZKBVG1CZ8
B.14	Personal data flag	True
B.15	LEI eligibility	True

B.16	Home Member State	Cyprus
B.17	Host Member States	Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

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	Two Decimal Places, with precision to nine decimal places.
C.3	Trading Platforms	As notified on http://www.xrymacoin.money (if any)
C.4	Trading Platforms Market Identifier Code (MIC)	N/A
C.5	Applicable law	Republic of Cyprus Law
C.6	Competent court	Republic of Cyprus courts.

PART D

Information on the Rights and Obligations Attached to E- Money Tokens

D.1	Holder's rights and Obligations	XREUR issued by Xryma Plc is an EMT subject to MiCAR and Applicable Laws. Under these regulations, EMT means a type of crypto asset that purports to maintain a stable value by referencing the value of one official currency. Holding XREUR tokens does not provide rights to XREUR holders other than those rights provided within this White Paper, as well as under MiCA regulation and Applicable Laws. XREUR holders understand that sending XREUR to another address automatically transfers and assigns to the owner of that address, and any subsequent XREUR holder, the right to redeem XREUR for EUR funds so long as the XREUR Holder is eligible to do so. XREUR transactions are not reversible. For the avoidance of doubt, Xryma Plc is not required have to track, verify or determine the provenance of XREUR balances for XREUR holders outside of the issuance or redemption cycle, including any form of security interests claimed thereon unless otherwise stated in the Applicable Laws. XREUR holders have a legal claim against Xryma Plc as the sole issuer of XREUR. These holders are entitled to request redemption of their XREUR from Xryma Plc. Such redemption will be made at any time and at par value, subject to complying with AML requirements. XREUR holders shall have the right to request redemption of their XREUR from Xryma Plc with respect to any XREUR issued on a blockchain supported by Xryma Plc.

		While Xryma Plc may hold the XREUR Reserves in interest-bearing accounts or other yield-generating instruments, XREUR holders acknowledge that they are not entitled to any interest or other returns earned on such funds. XREUR does not itself generate any interest or return for XREUR holders and only represents a right to redeem XREUR for an equivalent amount of EUR as provided in the present White Paper. As required by its authorisation, Xryma Plc will validate and process redemptions for XREUR holders that successfully pass prior Anti-Money Laundering ("AML") checks, which may include: ● Collection of relevant Know Your Customer documents; ● Verification of identity and screening versus international sanctions lists; ● Verification of the validity of the transaction by which the XREUR was acquired; ● Verification of bank details; and ● Xryma's Compliance department validation. More information on the redemption of XREUR is provided in the Xryma Plc Redemption Policy available on www.xrymacoin.money Website. The holding of XREUR will not result in: (i) the creation or imposition of any lien upon any property, asset, or revenue of Xryma Plc or (ii) the creation of any shareholding or ownership interest in Xryma Plc, or any of its subsidiaries or respective affiliates.

		By holding, using, or accessing XREUR, XREUR holders further represent and warrant that: ● they are holding and using XREUR in compliance with this White Paper and Applicable Laws; ● they are at least 18 years old, are not a Restricted Person (as defined in the Redemption Policy), are not owned or controlled by a Restricted Person, and are not holding XREUR on behalf of a Restricted Person; and ● they will not be using XREUR for any illegal activity including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism financing, other violent activities, or any prohibited market practices. For more details, please consult XrymaCoin Acceptable Use Policy. XREUR holders accept that Xryma Plc reserves the right to block certain XREUR addresses that it determines, in its sole discretion, may be associated with illegal activity or activity that otherwise violates Xryma Plc's Terms of Use and/or this White Paper ("Blocked Addresses"). In certain circumstances, Xryma Plc may deem it necessary to report such suspected illegal activity to relevant law enforcement agencies and XREUR holders may forfeit any rights associated with their XREUR , including the ability to redeem XREUR for EUR. Xryma Plc may also be required to freeze XREUR and/or surrender associated EUR-assets held following valid government authority or court order requiring it to do so. XREUR is also issued and redeemed in accordance with Xryma's Stablecoin Access Denial Policy. Xryma Plc reserves the right to block the transfer of XREUR to and from an address on chain as permitted under such policy. XREUR holders shall hold and use XREUR exclusively for their own account and shall in no case be considered as nominees or

		agents of Xryma Plc, unless otherwise expressly agreed in written form by Xryma Plc. XREUR holders are duly informed that Xryma Plc's liability (and its affiliates, its respective officers, directors, agents, joint venturers, employees, and suppliers) is limited to what is expressly provided in the Applicable Laws and the present White Paper. In particular (but without limitation), XREUR holders are duly informed and acknowledge that Xryma Plc shall bear no liability with regard to i) their use of XREUR ; (ii) claims or issue concerning the 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 XREUR ; or (iii) unauthorised access to or alteration of XREUR holders transmissions or data incurred by the use of XREUR. In this respect, to the full extent permissible by Applicable Laws, Xryma Plc disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. To the full extent permissible by Applicable Laws, Xryma Plc shall not be liable for any damages of any kind arising from the use of XREUR, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. **Subscription and/or Purchase** The XREUR can be subscribed and/or purchased from the Issuer subject to the prior validation of the purchaser of XREUR by the Issuer, as a "Valid Customer". The Issuer and the Valid Customer will agree on the scriptural funds to be transferred by the Valid Customer for conversion to electronic money to be temporarily stored in the Valid Customer's electronic money BBAN, before being moved to the XMS Segregated Account by the Issuer in exchange for the XREUR. Upon confirmation by the Issuer of the good receipt of such funds, the XREUR will either be released from the technically staged Mint Address allocated treasury coins held by Xryma and transferred to the Valid Customer's nominated public address, or minted on the Issuer's public address and

		subsequently transferred to the Valid Customer's nominated public address or minted directly on the Valid Customer's nominated public address. XREUR can also be purchased on the secondary market, e.g., through trading platforms on which XREUR are admitted to trading or via XRYMA EMD's. A **"Valid Customer"** means a person or entity who is a Permitted Transferee and (ii) in respect of which all the AML Checks and verifications required by KYC/AML and Sanctions Rules have been performed by the Issuer and the Issuer is satisfied with such verifications. Each Valid Customer will be allocated an account to which funds shall be sent for conversion to electronic money and subsequent 1:1 minting of the XREUR. **"KYC/AML and Sanctions Rules**" means the KYC/AML Rules and the Sanctions Rules applicable in the Republic of Cyprus. **"KYC/AML Rules"** means any applicable Republic of Cyprus or European Union laws and regulations on combating money laundering and the fight against terrorism financing. **"AML Checks"** are the processes whereby Xryma conducts anti-money laundering checks in line with Cypriot and European regulatory standards and KYC/AML and Sanction Rules to ensure that due diligence is carried out on all clients participating directly with Xryma. All fiat transactions (including those related to the issuance and redemption of XREUR) are subject to ongoing transaction monitoring. All wallets will be screened prior to completion of redemption. XREUR is built on the Solana Token2022 blockchain and will be subject to transaction monitoring as well as risk assessments for fraud identification and prevention. Future blockchains may include Ethereum and TRON, and possibly others as technology advances. These will be notified on http://www.xrymacoin.money. A "**Permitted Transferee"** means a person who: (i) is not a person domiciled in a jurisdiction where XREUR may not be lawfully traded, exchanged or transferred; (ii) is not a Sanctioned Person.

		"Sanctions" means any economic or financial sanctions, trade embargoes or similar measures enacted, administered or enforced by any of the following (or by any agency of any of the following): (a) the United Nations; (b) the United States of America; (c) the United Kingdom; or (d) the European Union or any present or future member state thereof. **"Sanctioned Person"** means any person who is a designated target of Sanctions or is otherwise a subject of Sanctions (including without limitation as a result of being (a) owned or controlled directly or indirectly by any person which is a designated target of Sanctions, or (b) organized under the laws of, or a citizen or resident of, any country that is subject to general or country-wide Sanctions). "**Sanctions Rules**" means (i) any requirements in the Sanctions to conduct screening or other measures to ensure compliance with the Sanctions and (ii) other than in the context of a representation, warranty or obligation of a person relating to Sanctions generally and not the XREUR, the requirement that no holder of XREUR is a Sanctioned Person. **Issuance of XREUR** Subject to AML Checks, XREUR will be issued at par value (i.e. 1 EUR for every XREUR) to Valid Customers on the receipt of funds per the details below: • **Amount of the offer:** XREUR will be offered on demand to Valid Customers. • **Issue price:** XREUR will be issued at par value against the funds received, i.e. 1 EUR for 1 XREUR EMT. The issuance will be conditional on the payment of the subscription price, in accordance with the payment terms set out in the XREUR T&Cs. • **Subscription fees:** Xryma will not charge any subscription fees. Purchasers must however have been issued an electronic money account and/or a payment account by Xryma, which are SWIFT and SEPA connected and addressable under Xryma's BIC.

		• **Total number of EMT issued:** No limit assigned. • **Minimum and maximum number of subscriptions:** initial Valid Customers are required to subscribe for a minimum of XREUR EMT (equivalent to €5). There is no maximum subscription amount per Valid Customer set in advance, and such will depend upon the Valid Customer's profile. Xryma however reserves the right, in its discretion to disapply the maximum amount for subscriptions/impose maximum subscription limits, in the future. Customers may purchase Xryma on the secondary market via Xryma EMD's or Approved Trading Platforms (if any) at the lower minimums set by these partners. • **Prospective holders:** The XREUR is designed to be held by any type of person in possession of a compatible wallet. Persons who seek to purchase or redeem coin at the XMS will be required to be a Valid Customer, who are subject to AML Checks, including retail holders within the meaning of MICAR. The XREUR may likely be offered in future on a number of trading platforms and exchanges. Every XREUR holder will be subject to the terms of this White Paper and of the XREUR T&Cs and as applicable to the relevant terms of use of the Exchange Platform on which XREUR is listed. • **Description of the subscription process:** Valid Customers in XREUR may subscribe to XREUR by submitting a subscription (purchase) request via the website www.xrymacoin.money using open banking or for large value orders in excess of €1 million by email to Xryma subscriptions@xrymacoin.money. Xryma acts as the electronic money and EMT issuer, in accordance with the notification and communication terms detailed in the XREUR T&Cs. Any exchange, transfer or trade of XREUR resulting in a transfer of XREUR from an XREUR holder to another purchaser would be subject to the rules and terms and conditions applicable on the relevant trading platform and as applicable, to the terms of this white paper and of the XREUR T&Cs.

		• **Phases of the offer to the public:** Xryma, acting as electronic money and EMT issuer, will carry out an issuance of XREUR directly to the public. Xryma may seek in future to have the XREUR admitted to trading on Approved Trading Platform to be advised from time to time on http://www.xrymacoin.money for crypto-assets and other Trading Platforms later in the process. • **Information on discounted purchase price for early purchasers:** XREUR will not be issued at a discounted price for early purchasers or any subsequent holders. • **Subscription period:** There is no defined subscription period. XREUR may be acquired on a continuing basis. The initial issuance will occur after the date of this Whitepaper and as notified on www.xrymacoin.money • Further issuances may be carried out in the future on demand by purchasers, depending on the purchasers or potential purchasers future interest and subscription requests for XREUR. • **Method and time limits for issuing and delivering the XREUR:** XREUR will be issued against receipt by Xryma, acting as electronic money and EMT issuer, of payment of the subscription funds, in accordance with the terms set out in the XREUR T&Cs. The XREUR will then immediately be issued in the digital wallet indicated by the Valid Customer. **Admission to trading and transfer of XREUR** Xryma plans to admit the XREUR to trading on Approved Trading Platforms. **Substitution of issuer** Xryma may, without any further consent of the holders of the XREURs, decide to transfer its rights and obligations related to XREUR to a new issuer in the future, subject to the following: • The new issuer must be authorised either as a credit institution or as an electronic money institution, in accordance with MICAR requirements and should

		comply with all appropriate conditions for issuance of e-money tokens, as provided in MICAR; • The transfer shall be effected only once all appropriate regulatory notifications have been carried out (including the notification and publication of an amended and restated white paper); and • the transfer shall be carried out in accordance with and subject to the conditions set out in the XREUR T&Cs available on http://www.xrymacoin.money, and in consultation with the CBC. Where such a transfer would occur, all rights and obligations attached to the XREUR will be transferred and applicable to the new issuer and the new issuer shall be deemed as the issuer of XREUR. Xryma would, in consultation with the CBC, provide sufficient notice period to holders to allow for redemption of XREUR, prior to any transfer. **Redemption at the option of the holder of XREUR**: In accordance with Article 49 of MICAR, holders of XREUR have, at all times, a claim against the Issuer and have the right to request, subject to AML Checks, redemption of the value of their XREUR at par value in immediately available funds denominated in Euro. **Redemption Procedure for Holders** Holders of XREUR shall submit their redemption request directly with the Issuer via http://www.xrymacoin.money website, or by email. The Issuer shall confirm the reception of such redemption request subject to the satisfaction of KYC/AML and Sanctions Rules controls performed by the Issuer. Upon such confirmation, holders of XREUR shall submit a transfer request of such XREUR to the Issuer's public address. The Issuer will subsequently approve such transfer request upon the transfer of the redemption amount in euros to the XREUR holder's cash account. XREUR holders who wish to redeem their tokens directly with the Issuer should follow the process listed on www.xrymacoin.money

		Valid Customers can exchange their XREUR at par value for funds denominated in the official currency that the XREUR is referencing (EUR) for the monetary value of the XREUR held by Xryma for the purchaser of the XREUR. XREUR can be redeemed directly with Xryma by accessing the Xryma website http://www.xrymacoin.money, or by contacting redemption@xrymacoin.money Xryma reserves the right to block the transfer of XREUR to and from an address on chain if AML Checks, wallet screening or transacting monitoring are unsatisfactory at Xryma's sole discretion. Unless previously redeemed or recalled and cancelled, Xryma will redeem each XREUR, at the request of the purchaser following receipt of a redemption request and subject to the completion of the purchaser KYC checks, electronic money account opening and the transfer of the XREUR into the Xryma burn wallet, by paying to the relevant purchaser the redemption amount. In such a case, the obligations of Xryma shall be fully discharged and the relevant purchaser shall have no further claim or recourse against Xryma. The tight and centralised controls surrounding AML/CFT compliance on issuance and redemption, backed with centralised personal data processing and control by Xryma in accordance with the GDPR, ensures that the advantages of a permissioned blockchain on a permissionless chain. **Miscellaneous** The holding of XREUR will not result in: (i) the creation or imposition of any lien upon any property, asset, or revenue of Xryma; or (ii) the creation of any shareholding or ownership interest in Xryma, or any of it's respective affiliates. By holding, using, or accessing XREUR, XREUR holders further represent and warrant that: • they are holding and using XREUR in compliance with this White Paper and Applicable Laws; • they will not be using XREUR for any illegal activity including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransoming data, terrorism financing, other violent activities or any prohibited market practices.

		XREUR holders accept that Xryma reserves the right to block certain XREUR addresses that it determines, in its sole discretion, may be associated with illegal activity or activity that otherwise violates Xryma's Terms of Use and/or this White Paper ("**Blocked Addresses**"). In the event that a XREUR holder sends XREUR to a Blocked Address, or receives XREUR from a Blocked Address, Xryma may freeze such XREUR. In certain circumstances, Xryma may deem it necessary to report such suspected illegal activity to relevant law enforcement agencies and holders of XREUR may forfeit any rights associated with their XREUR, including the ability to redeem XREUR for EUR. Xryma may also be required to freeze XREUR and/or surrender associated EUR held in segregated accounts in the event it receives a legal order from a valid government authority requiring it to do so. XREUR holders shall hold and use XREUR exclusively for their own account and shall in no case be considered as nominees or agents of Xryma, unless otherwise expressly agreed in written by Xryma. XREUR holders are duly informed that Xryma's liability (and its affiliates, its respective officers, directors, agents, joint venturers, employees, and suppliers) is limited to what is expressly provided in the Applicable Laws and the present White Paper. In particular but not limited to, XREUR holders are duly informed and acknowledge that Xryma shall bear no liability with regard to i) their use of XREUR ; (ii) claims or issue concerning the 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 XREUR; or (iii) unauthorized access to or alteration of XREUR holders transmissions or data incurred by the use of XREUR. In this respect, to the full extent permissible by Applicable Laws, Xryma disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. To the full extent permissible by Applicable Laws, Xryma shall not be liable for any damages of any kind arising from the use of XREUR, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. **Notices**

		Notices to the holders of XREUR shall be valid if either (i) they are mailed to them at their respective email address or addresses, in which case they will be deemed to have been given on the fourth (4th) Business Day after the mailing, or, at the option of the Issuer, (ii) they are published on the Issuer's website: www.xrymacoin.money and on any Approved Trading Platforms offering the XREUR to trading and which are under a contractual relationship with the Issuer, in which case they will be deemed to have been given on the 10th Business Day after the publication.
D.2	Rights and obligations modification	The rights and obligations of XREUR holders may change, either following regulatory developments or at Xryma Plc's discretion. In any case, any modification (significant or not) of these rights and obligations will require a prior notification of XREUR holders by way of a modification of this white paper, in accordance with the provisions of MiCAR. In addition, Xryma will use various communication channels (such as email, posts on social networks, etc.) to inform the holders about the contemplated modification
D.3	Description of the rights of the holders	**Right of redemption.** Holders of XREUR have a redemption right equivalent in euro (€) to the total number of XREUR held. For more information on the redemption right of XREUR holders, please refer to section I.07 of this white paper. **Ability to sell.** In addition to the right of redemption, XREUR holders who are already verified with a crypto-asset service provider that has entered a partnership with Xryma may sell their XREUR directly to that provider. This procedure does not constitute a redemption. XREUR may also be sold or transferred to any counterparty who is not a Restricted Person or used as a mean of payment in a transaction with such person. **Rights in case of insolvency.** The unlikely event of Xryma Plc's insolvency should not prevent the right to redemption of XREUR holders. Xryma Plc has put in place procedures to prevent any impact on its activities under different scenarios, including the issuance of XREUR, and on the rights of token holders. If Xryma Plc is unable to meet its obligations regarding the right of redemption, XREUR holders' claims against Xryma Plc are duly protected in accordance with the applicable laws in Cyprus and the provisions of the MiCA Regulation. Consequently, if Xryma plc were to become insolvent, holders would still have a redemption right, proportional to the total value

		of the funds received in exchange for the issuance of XREUR and safeguarded in accordance with the provisions of MiCAR.
D.4	Rights in implementation of recovery plan	Xryma's Recovery Plan will be filed with the CBC contemporaneously with the date of the offer to the public or admission to trading as mentioned in the Article 55 of MICAR. This Section D.4 may be updated following the Recovery Plan notification. Depending on the specific circumstance(s) under which the Recovery Plan is triggered, Xryma may have to impose one or more specific restrictions on the redemption of XREUR. Holders will be duly informed about any such restrictions on Xryma's Website. For instance, Xryma may temporarily impose: • liquidity fees on redemptions; • limits on the amount of XREUR that can be redeemed on any working day – such limit will be set both at aggregate levels (e.g. as a percentage of the entire amount of tokens issued) and at wallet levels; and/or • suspension of redemptions, as a last resort. These restrictions will be implemented during periods of market stress and Xryma will work to restore normal operating conditions – subject to regulatory requirements – in collaboration with the CBC.
D.5	Rights in implementation of redemption plan	In accordance with Article 55 of MICAR, Xryma will provide a Redemption Plan to the CBC within six months of the date of making XREUR available in the EEA. The Redemption Plan is an operational plan to support the orderly redemption of XREUR in circulation. This section will be updated following filing of such Redemption Plan. The Redemption Plan will be triggered upon a decision by the CBC, if Xryma is unable or likely to be unable to fulfil its obligations, including in the case of insolvency, resolution, or the withdrawal of authorisation of Xryma as an E-Money Institution. The processes set forth in the Redemption Plan will be established with a view of ensuring the equitable treatment of all holders and the protection of the right of redemption attached to XREUR as described above.

		If the CBC triggers the implementation of the Redemption Plan, any individual claim under Section D.1 above will be suspended. Instead, Xryma will commence the orderly redemption for all token holders in an equitable manner, subject to the Redemption Plan and in collaboration with the CBC. As part of this process, a notice will be published informing all XREUR holders about the process and timelines to submit their redemption claim. Specifically, the notice will describe the main steps of the redemption process, including the exact date and time when the redemption plan has been activated, the minimum information necessary to file a redemption claim, where the claim should be filed, and the time frame within which XREUR holders are required to file their claim. The notice will also contain important information regarding redemption conditions and technical support. **Implementation Rights of the Redemption Plan** In the context of the implementation of the redemption plan for crypto assets under MICAR, certain rights ensure that the process is carried out fairly, transparently, and efficiently. These rights are crucial for maintaining the integrity of the redemption process and protecting the interests of all stakeholders involved. Key rights on the purchasers in the implementation of the Redemption Plan: **Rights to Secure Transactions** Purchasers have the right to secure and private handling of the redemption requests and associated data. All transactions must be conducted though secure channels to protect against fraud and unauthorised access. **Right to Timely Redemption** Purchasers are entitled to timely processing of their redemption requests. Subject to completing customer due diligence checks XREUR repayments must be completed within five business days, ensuring purchasers have access to their funds promptly. **Right to Equitable Treatment**

		All purchasers must be treated equitably, with their redemption requests processed in a fair and impartial manner. This guarantees no favouritism or discrimination, preserving trust in the redemption process. **Right to Dispute Resolution** In case of any issues during the redemption process, holders have the right to access an efficient process for dispute resolution as detailed in section D.8 of this white paper, and any grievance are addressed promptly and fairly. **Right to Regulatory Recourse** If disputes are unresolved, holders have the right to escalate their concerns to relevant regulatory authorities, providing an additional layer of protection and ensuring compliance with MICAR regulations. **Right to Information and Updates** Purchasers have the right to receive timely updates on the status of their redemption requests and any changes to the redemption process. This transparency helps holders stay informed and confident in the redemption process. **Right to effective execution** The holders have the right to expect that the redemption plan is implemented effectively and in accordance with the outline's procedures. This ensures that all aspects of the redemption process are carried out as promised and without unnecessary delays. **Right to Access Support and Resources** The holders have the right to access support services and resources to assist with the redemption process. This includes customer service support, details FAQs, and guidance documents to help navigate the redemption procedures. The rights associated with the implementation of the redemption plan are essential to ensure that the process is

<table>
<tr><td></td><td></td><td>carried out effectively, transparently, and fairly. These rights protect stakeholders' interests and uphold the integrity of the redemption process under MICAR, fostering trust and confidence in the crypto asset market.</td></tr>
<tr><td>D.6</td><td>Complaint Submission Contact</td><td>complaints@xrymacoin.money</td></tr>
<tr><td>D.7</td><td>Complaints Handling Procedures</td><td>The handling of a complaint shall be fair, reasonable, prompt and in line with the timeframes described below. A complaint may be escalated to the person in charge of complaints at the management level if the complainant has not received a satisfactory resolution within 15 days, or more if Xryma states a valid reason for the delay, after the first instance the complaint was filed.

The service levels and owners for each category are specified below.
Holders can file a complaint by leaving a message at the contact number or filing it through the customer support email address.

Upon receiving a complaint, the Customer Care Team member will log the case and escalate it to a Customer Care Manager. The Customer Care Manager is responsible for reviewing the details of the complaint. If appropriate, all details and data will be compiled and escalated to the Legal team. When such an escalation occurs, the Legal Department is responsible for investigating the case and working towards closure.
If escalated to the Legal Department, all communications with the customer will be instructed by the Legal Department.

The Customer Care Department will remain actively involved in any customer complaint or service requirement and serves as a first line of support and an advocate for customers prior to any internal escalation.
<table>
<tr><th></th><th>1st level</th><th>2nd level escalations</th><th>3rd level escalations</th></tr>
<tr><td>Service Level (Business Days Cyprus)</td><td>2</td><td>+5</td><td>+15</td></tr>
</table>
</td></tr>
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		Customer Complaints	Customer Care	Customer Care Manager	Compliance Department
		Complaints For Fraud	Customer Care	Customer Care Manager	Risk Department
		Technical Issues	Customer Care	Engineer / Technical Operations	Engineering Manager
		Claim Management	Customer Care	Customer Care Manager	Legal Department
D.8	Dispute Resolution Mechanism	Holders of XREUR may submit to Xryma any complaints (complaints@xrymacoin.money) they may have in connection with the XREUR and their rights and obligations under this white paper and the T&Cs, in accordance with the complaints handling process detailed in this white paper. If you consider that Xryma does not achieve a satisfactory solution for your complaint, you have the right to submit your complaint to one of the Approved Alternative Dispute Resolution (ADR) Bodies, in accordance with the provisions of the Alternative Resolution for Consumer Disputes Law: Alternative resolution for consumer disputes Law of 2017: N. 85(I)/2017 Law Relating to the Establishment and Operation of a Single Body for the out of Court Settlement of Financial Disputes of 2010: N. 84(I)/2010 Refer to https://consumer.gov.cy/en/press-room/84/61/?ctype=ar For example, an approved ADR facilitator is https://adrcyprus.com/en/ Alternatively, the Financial Ombudsman may be contacted https://financialombudsman.org.cy/ Where, following Xryma's assessment or ADR, no satisfactory solution is found, holders of XREUR have the right to initiate			

		legal proceedings with the competent Cypriot courts, in accordance with the provisions of the T&Cs.
D.9	Token Value Protection Schemes	Not applicable. XREUR will be issued and redeemed by Xryma and the underlying safeguarded funds and assets will be held under an arrangement governed by the MICAR and Electronic Money Laws, as either cash or Highly Liquid Financial Instruments[2]. As electronic money issuance is created pursuant to the transfer of scriptural funds to Xryma, the funds will be held in safeguarded accounts or HLFI's for the benefit of the principals (i.e. the holders of the XREUR) in relation to the electronic money and corresponding EMT's issued. In this instance, Xryma grants token holders' rights as third party beneficiaries, in particular the right to redeem the tokens against the Segregated Customer Funds held at par value (i.e. 1 EUR for every XREUR). This arrangement ensures full segregation of the funds in a dedicated account at third party Credit Institutions which in turn will segregate the value of the XREUR separate from Xryma's own assets and activities, so that they are only dedicated to such purpose, and the funds are bankruptcy remote in the event of an insolvency of Xryma. Upon events that would threaten the stability mechanisms of the XREUR, the holders of XREUR will be recognised as beneficiaries of the Segregated Customer Funds held in the segregated accounts.
D.10	Token value protection schemes description	Not Applicable.
D.11	Compensation scheme	False
D.12	Compensation schemes Description	Not Applicable.

[2] Per European Banking Authority Regulatory Technical Standard to specify the highly liquid financial instruments with minimal market risk, credit risk and concentration risk under Article 38(5) of Regulation (EU) 2023/1114

D.13	Applicable Law	Republic of Cyprus law
D.14	Competent court	Republic of Cyprus

PART E

Information on the Underlying Technology

E.1	Distributed ledger technology	**Solana** is a high-speed, open-source Layer 1 blockchain designed to host distributed applications (dApps) at global scale. By utilizing a unique hybrid consensus mechanism that combines Proof-of-Stake (PoS) with Proof-of-History (PoH), it delivers transaction speeds of thousands of transactions per second with fractions-of-a-cent fees. XrymaCoin will be implemented in Token2022 **Key Technical Features** • **Proof-of-History (PoH):** Acts as a cryptographic clock for the network. It creates a verifiable timeline of events, allowing validators to process and order transactions simultaneously instead of waiting to verify them sequentially. • **Ultra-Fast Throughput:** The network is built to handle heavy data loads, routinely processing thousands of transactions per second, rivaling traditional payment networks like Visa. • **Minimal Transaction Costs:** Fees typically average a fraction of a cent per transfer, making it suitable for high-volume, low-value payment use cases.". • **Smart Contracts:** Solana supports programmable smart contracts known as 'Programs'. Developers use its custom standard, the Solana Program Library (SPL), to build tokens, DeFi platforms, and NFTs. **The SOL Token** SOL is the native cryptocurrency of the Solana blockchain. It serves three primary functions: • **Transaction Fees:** Used to pay the remarkably low transaction fees when moving assets or executing dApps.

		• **Staking:** Users can "stake" their SOL to help secure the network and earn rewards. • **Governance:** Token holders can vote on network upgrades and future proposals. **Primary Use Cases** Due to its high performance and speed, Solana supports a massive and diverse ecosystem: • **Decentralized Finance (DeFi):** Enables fast trading, lending, and borrowing without traditional financial intermediaries. • **Web3 & NFTs:** Hosts vibrant digital art, collectibles, and on-chain gaming communities. • **DePIN & RWAs:** Increasingly utilized for Decentralized Physical Infrastructure Networks (mapping, wireless coverage) and Tokenized Real-World Assets. For more information, visit Solana Whitepaper https://solana.com/solana-whitepaper.pdf
E.2	Protocols and technical standards	By using established public ledgers, market participants can utilise existing monitoring applications to view coins in issuance and transactions. In this way, participants can follow coins issued or redeemed by Xryma as well as other on-chain transactions. Noting that distributed ledger technology subject to transaction verification via the Proof of Stake consensus mechanism, with Proof of History used for transaction ordering, may result in network fees comprising a per-signature base fee and, where applicable, priority fees based on compute-unit pricing, payable to validators. A portion of the base fee is burned at the protocol level.

E.3	Technology Used	XREUR will be issued on Solana using the SPL Token-2022 program (also known as Token Extensions), the standard, audited token program maintained by the Solana Foundation. Xryma does not write or deploy a bespoke smart contract for XREUR. The token is created via a mint account on the existing Token-2022 program, with its compliance and lifecycle controls provided by that program's native extensions, configured at the time the mint is created. Governance over the token, including issuance (mint) and redemption (burn) risk, is exercised through a defined set of on-chain authority keys (the mint authority, freeze authority and permanent-delegate authority). These authorities are generated and held within Xryma's hardware security modules (HSMs) under an off-chain multi-signature approval policy, so that no single operation can mint, freeze or burn unilaterally. The underlying private keys remain under Xryma's sole control and are never held by any third-party provider. **At issuance:** Xryma will KYC the customer; refuse to mint to flagged addresses **At redemption:** KYT the source; refuse to redeem from tainted addresses. Xryma will also KYC the customer; refuse to redeem to flagged persons **During Circulation:** Xryma will monitor transfers via off-chain analytics; freeze flagged accounts if any court order arrives. Xryma may also force-burn via permanent delegate, use transfer-hook logic, global-pause or individually freeze accounts if circumstances arise requiring such. **Security:** The Solana network secures transactions through Ed25519 digital signatures and a Proof of Stake consensus mechanism, with Proof of History providing cryptographic transaction ordering across the validator set.

E.4	Purchaser's technical requirements	A Solana Token-2022 compatible wallet installed on an internet connected PC or mobile device is required for XrymaCoin direct purchase, receipt from another person, or purchase via an Approved Trading Platform. A purchaser of the XrymaCoin may utilise any non-custodial Token-2022 wallet. XrymaCoin will offer a stand-alone, non-custodial wallet which Valid Customers may utilise at their own risk. Xryma does not maintain any facility to recover lost access credentials. Xryma may also in future distribute the XREUR EURO EMT through Approved Trading Platforms (regulated exchanges), where customers may hold XREUR in those platforms' own hosted wallets. Hence, the purchaser of XREUR will have to fulfil onboarding requirements in that centralised exchange and will be using the centralised exchange's wallet to hold the XREUR. Only then, are they able to gain control over the XREUR. This does not exclude non-custodial (or self-custodial) wallets from purchasing, transferring and receiving XREUR. Xryma Plc itself will not offer custodial wallets. Xryma Plc may have temporary custody of the XrymaCoin, subject to the customer's consent, in order to transfer the XrymaCoin to a third party immediately post issuance, as a payment method to facilitate trade and commerce. Such transfer will be subject to the Regulation (EU) 2023/1113, being the European Union's updated Transfer of Funds Regulation ("TFR").

E.5	Consensus Mechanism	Solana utilizes a hybrid consensus mechanism that combines Proof of History (PoH) for synchronization and ordering with Proof of Stake (PoS) for network security and Sybil resistance. This combination eliminates the need for validators to constantly communicate to establish the time and order of transactions. Solana uses a unique combination of Proof of History (PoH) and Proof of Stake (PoS) to achieve high throughput, low latency, and robust security. Core Concepts 1. Proof of History (PoH): Time-Stamped Transactions: PoH is a cryptographic technique that timestamps transactions, creating 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, enabling 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 enhancing the network's security. Consensus Process 1. Transaction Validation: Transactions are broadcast 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, enhancing network security and decentralization. Delegators share in the rewards and are incentivized to choose reliable validators. **3. Economic Penalties: Missed Rewards:** Solana has no protocol-level slashing mechanism. Validators who act maliciously or go offline do not lose their staked tokens; instead, they forfeit block rewards and transaction fees for the periods they fail to perform, which incentivises honest and reliable participation.

E.6	Incentive Mechanisms and Applicable Fees	Solana uses a combination of Proof of History (PoH) and Proof of Stake (PoS) to secure its network and validate transactions. A detailed explanation of the incentive mechanisms and applicable fees is as follows: **Incentive Mechanisms** **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 provides 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 in the rewards earned by the validators. This encourages widespread participation in securing the network and ensures decentralization. **3. Economic Security:** Missed Rewards: Solana has no protocol-level slashing. Validators who produce invalid blocks or are frequently offline do not lose their staked tokens; they simply forfeit block rewards and transaction fees during those periods. This incentivises reliable and honest participation without the risk of stake confiscation. Opportunity Cost: By staking SOL tokens, validators and delegators lock up their tokens, which could otherwise be used or sold. This opportunity cost incentivizes participants to act honestly to earn rewards and avoid penalties. **Fees Applicable on the Solana Blockchain** **4. Transaction Fees: Low and Predictable Fees:** Solana is designed to handle a high throughput of transactions, which helps keep fees low and predictable. The average transaction fee on Solana is significantly lower compared to other blockchains like Ethereum.

		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. **5. Rent (Account Minimum Balance):** All on-chain accounts must maintain a minimum SOL balance to be rent-exempt. This is a one-time deposit (not an ongoing periodic charge) and is returned to the owner if the account is closed. This model incentivises efficient use of on-chain storage and ensures the network does not accumulate abandoned state. **6. Smart Contract (Application) Fees:** Execution Costs: Similar to transaction fees, fees for deploying and interacting with smart contracts (if, when deployed in future) on Solana are based on the computational resources required. This ensures that users are charged proportionally for the resources they consume. 7. **Solana fees**: may be passed on to Valid Customers at cost at time of purchase of the Coin, without any markup or margin by Xryma (other than rounding up). Costs may be approximated noting the volatility of such during peak versus trough periods. These fees may include some prepaid transfer fees (gas) and Associated Token Account (ATA) fees for new wallets. Smart Contract Applications on Solana are known as 'Programs'.
E.7	Use of Distributed Ledger Technology	True
E.8	DLT Functionality Description	Not applicable as the DLT was not operated by Xryma or a third party as only permissionless/public blockchains will be used.
E.9	Audit	XrymaCoin currently uses no Smart Contract Applications (Programs), relying instead on native SPL Token-2022 parameters to configure the mint. The

		contract is deployed on devnet only and will not be pushed to Solana mainnet until after a formal audit. Because no Smart Contract Applications (Programs) are in use at this stage, an audit is not yet applicable. Prior to deploying any Program, Xryma will commission an audit scoped to that specific Program and publish the results.
E.10	Audit outcome	Not Applicable.

PART F

Information on the Risks

F.1	Issuer-Related Risks	Xryma Plc (formerly ISX Financial EU Plc), being an authorised monetary financial institution, has some common key risks that are faced across the financial services industry, which if materialise, can impact Xryma's operations, financial stability, and overall business model. These risks include financial risks (including capital and liquidity risks), credit and counterparty risk, market risk, AML/CFT risk, system stability and operational resilience, outsourcing and third-party risks, information and cyber security risks, data management and regulatory compliance. Furthermore, Xryma also takes concentration risk, emerging and macro risks, and reputational risks into consideration when carrying out its assessments of its activities. As electronic money, the assets will be segregated and held for the benefit of the principals and this approach should not be affected by any insolvency proceedings that may be opened in respect of Xryma. **1.1. Risks of interruption or malfunction of Xryma information and communication systems due to cyber criminality** The Issuer relies largely on Xryma information and communication systems to carry out its business. Any interruption or malfunction in the security of Xryma systems, which could be caused in particular by a breakdown or operational failure of its financial intermediaries or external service providers which it uses to carry out or facilitate its secure operations or by malicious and/or fraudulent acts using digital means to reach data, data treatments and data users and constituting a cybercrime, could lead to malfunctions or interruptions in Xryma Group's information and communication. Even if the Xryma Group has developed means aiming at preventing the occurrence of such events, these risks cannot be totally excluded. If such interruptions, malfunctions, malicious and/or fraudulent acts occurred, the Issuer might not be able to perform its obligations under the XREUR or might perform them only partly. In those cases,

		the Issuer may temporarily suspend the performance of its obligations without this constituting an event of default. **1.2. Risk relating to the applications of international financial sanctions** Economic or financial sanctions, trade embargoes or similar measures (the "Sanctions" for the purpose of this item F.1) may be enacted, administered or enforced by the United Nations, the United States of America, the United Kingdom or the European Union (or any present or future member state thereof) (or by any agency of any of above mentioned) against countries, entities and/or individuals. Sanctions usually aim at prohibiting payments to be made to the relevant countries, entities and/or individuals, and as such may affect the capacity of the Issuer to effectuate payments of redemption amounts in whole or in part. The Sanctions may be different from one of the jurisdictions or organizations mentioned above to another, they may have an extra territorial effect. The way of complying with the Sanctions also largely rely on the interpretation made by the authorities in charge of the implementation of these Sanctions. **1.3. Bankruptcy Risks.** This is the risk of Xryma going bankrupt, which could result from the insolvency of Xryma as part of its activities, the failure of a bank, or other systemic financial risks that could impact the operations and financial solvency of Xryma. **1.4. Third-Party Risks.** This is the risk Xryma faces in its business relationships with one or more third parties. The ability of Xryma 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 Xryma's ability to properly issue, manage, and redeem XREUR. Third parties can elect to support XREUR on their platforms without any authorization or approval by Xryma or anyone else. As a

		result, XREUR support on any third-party platform does not imply any endorsement by Xryma that such third-party services are valid, legal, stable or otherwise appropriate. Xryma is not responsible for any losses or other issues encountered using XREUR on non-Xryma platforms. **1.5. Market Risks.** This is the risk that XREUR Reserves may include assets that are not guaranteed to be readily saleable (such as certain short-term financial securities). In that case, if there is an exceptionally high demand for redemption of XREUR, Xryma may not be able to fulfil all the redemption requests within the timeframe provided by the Redemption Policy. **1.6. Risk of Loss.** This is the risk of loss caused by fraud, theft, misuse, negligence, or improper administration of XREUR or XREUR Reserves. **1.7. Anti-Money Laundering/Counter-Terrorism Financing Risks.** This is the risk that crypto-asset wallets holding XREUR or transactions in XREUR may be used for money laundering or terrorist financing purposes or identified to a person known to have committed such offenses. **1.8. Personal Data Risks.** This is the risk that the personal data of Valid Customers may be leaked or stolen due to a security breach. **1.9. Risks Related to Xryma's Business Activities and Industry.** This is the risk that results from Xryma operating in a rapidly changing, regulatorily fragmented and highly competitive industry. **1.10. Legal and Regulatory Risk.** Xryma is subject to numerous laws and regulations, and may fail to comply with such laws and regulatory requirements of the jurisdictions that it operates in, it could be subjected to investigations, enforcement actions, and penalties. Xryma could also be subject to private litigation.

		1.11. Internal Control Risk. Any failure to develop or maintain effective internal controls or any difficulties encountered in the implementation of such controls or their improvement could harm Xryma's business, causing Xryma to have to report such failures and lead to a loss of trust in the business. **1.12. Environmental, Social, and Governance Risks.** Xryma may issue XREUR on various public blockchains which use different consensus algorithms. Each public blockchain, depending notably on its consensus algorithm, has certain environmental impacts. Please see Section G below for sustainability disclosures for XREUR on each individual blockchain. XREUR is not issued on blockchains using the most energy-intensive proof-of-work consensus mechanism, and the blockchains currently supported by Xryma generally use Proof-of-Stake (or a modified version of that mechanism), the environmental impacts of which are very limited compared to Proof-of-Work. In the future, environmental regulations affecting consensus mechanisms may restrict Xryma's ability to issue XREUR on individual public blockchains if their sustainability impact is considered too negative. Consequently, investors may lose part or all of their investment in the XREUR. **1.13. Outsourcing Risk.** Xryma Plc's wholly owned subsidiary is responsible for implementation of the XrymaCoin. There is a risk that Xryma Plc becomes structurally dependent on Probanx Solutions Ltd and its suppliers, including dfns, for critical services.
F.2	Token-Related Risks	**2.1. Peg Risk.** Refers to the risk that a token's price may deviate from its pegged value, which is usually 1:1 with a particular fiat currency such as the Euro. EMTs are designed to maintain a stable value in order to facilitate their use in transactions and to reduce volatility for users. The right to redeem at par with the issuer works as an anchor. However, peg risk can

		arise when there is a sudden change in the demand or supply of a token. For example, if demand for a token suddenly increases, the token's price may rise above its pegged value. On the other hand, if demand for the token decreases, its price may fall below its pegged value. **2.2. Regulatory Risk.** Excluding the EEA where MICAR is applicable, e-money tokens are not yet regulated in many jurisdictions. This lack of regulation means that e-money tokens may face regulatory hurdles, such as restrictions on usage or outright bans, which could negatively impact their value. **2.3. Early redemption at the option of the Issuer following a Special Event Risk.** The Issuer may decide to redeem early the XREUR in fiat currency upon the occurrence of certain events (including, without limitation, a change in law or regulation, including tax law, or a *force majeure* event affecting the Issuer or another party). Redemption of the XREUR into fiat currencies may have a tax impact for holders of XREUR. **2.4. Early redemption at the option of the Issuer following an Unwind Event Risk**. The XREUR can also be subject to an Unwind Event, which can be triggered at the Issuer's sole discretion at any time during the life of the XREUR. Such action will trigger the early redemption of all, but not some only, the XREUR outstanding as of such redemption. This could result in XREUR being converted into fiat currency earlier than the holders of XREUR had anticipated. Redemption of the XREUR into fiat currencies may have a tax impact. **2.5. Exchange rate risks and exchange controls.** The holders of XREUR will be able to exchange their XREUR against an amount in Euro. This presents certain risks relating to currency conversions if a XREUR holder's financial activities are denominated principally in a currency or currency unit (the "**Purchaser's Currency**") other than the euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Euro or revaluation of the Purchaser's Currency) and the risk that authorities with jurisdiction over the Purchaser's Currency may impose or modify exchange controls. An

		appreciation in the value of the Purchaser's Currency relative to the Euro would decrease (1) the Purchaser's Currency-equivalent yield on the Tokens, (2) the Purchaser's Currency equivalent value of the amount payable on the Tokens and (3) the Purchaser's Currency equivalent value of the XREUR. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate, which may have a negative financial impact for holders of XREUR. **2.6. Risks relating to legal, tax and regulatory changes.** Legal, tax and regulatory changes could occur during the term of the XREUR that may adversely affect the XREUR or the Highly Liquid Financial Instruments. The regulatory environment is evolving, and changes in the regulation of any entities may adversely affect their value. Regulators and self-regulatory organisations and exchanges are authorized to take extraordinary actions in the event of market emergencies. The regulation of digital assets and securities are evolving area of law and are subject to modification by government and judicial action. The effect of any future regulatory change on the XREUR or on the Collateral Assets could be material and consequently may adversely affect the value of the XREUR. This White Paper (including any non-contractual obligations arising therefrom or connected therewith) is based on relevant laws in effect as at the date of this White Paper. No assurance can be given as to the impact of any possible judicial decision or change to such laws, or the official application or interpretation of such laws or administrative practices after the date of this White Paper. Further, e-money tokens and crypto-asset services are unregulated in certain jurisdictions outside of the EU. There is also a lack of regulatory harmonization and cohesion globally which could lead to diverging regulatory frameworks globally and/or an evolution of EU e-money token and crypto-asset rules in the future. **2.7. Scam Risks.** This is the risk of loss resulting from a scam or fraud suffered by XREUR holders from other malicious actors. These scams include – but are not limited to – phishing on

		social networks or by email, fake giveaways, identity theft of Xryma or its executive members, creation of fake XREUR tokens, offering fake XREUR airdrops, among others. **2.8 Financial Stability Risks.** XREUR may in future become a major stablecoin that is used by and integrated in many significant market infrastructures (e.g. crypto-asset trading platforms), a problem affecting XREUR could indirectly impact these infrastructures and cause temporary instability. **2.0. Secondary Market Price Dislocation Risk.** This is the risk that the market value of XREUR on the secondary market is not stable compared to the EUR. This price dislocation could be caused by various factors, such as under-collateralisation risk and secondary market liquidity risk (see below). **2.10 Risk of Under-Collateralisation.** This is the risk that, due to fraud or mismanagement (by either Xryma or a third-party provider), the value of the reserve of assets backing the redeemability of XREUR becomes lower than the outstanding quantity of XREUR. That risk would likely cause a price dislocation of the market value of XREUR (see above) and affect the ability of Xryma Plc to redeem holders at par or in a timely manner. **2.11 Liquidity Risk.** Tokens may be subject to liquidity risks. This means that it may be difficult to buy or sell tokens, especially during periods of market stress. This risk includes that the XREUR Reserves may include assets that are not readily liquidated (such as certain short-

		term financial securities) or any technical and operational issues causing delays and liquidity risk (e.g. loss of APIs or correspondent issues). In that case, if there is an exceptionally high demand for redemption of XREUR, Xryma Plc may not be able to fulfill all the redemption requests within the timeframe provided by the Redemption Policy. Such risk could also cause a secondary market price risk (see above).).
F.3	Technology-Related Risks	**3.1. Smart Contract Risk (known as 'Programs' on Solana).** Many tokens are built on blockchain technology and use smart contracts to manage transactions. These Smart contracts are computer programs that automatically execute when certain conditions are met. If there is an error in the code or if the smart contract is not designed correctly, it can lead to financial losses for purchasers. For the purpose of this White Paper, the Solana 'Programs' will be referred to as 'Smart Contracts' consistent with MICAR terminology, which may be deployed in future (subject to notification and Audit results being notified per section E10.) XREUR does not utilise Program's at this stage. Please refer to section E9. **3.2. Technology Operational Risk.** Tokens require technical infrastructure to operate. If there are issues with the technology used to manage the token, such as bugs or security breaches, it can lead to financial losses. Note, XREUR offering combines the expertise and operational infrastructure of leading banking and blockchain companies. **3.3. Forking Risk.** Tokens that are built on blockchain technology may be subject to a "fork" where the blockchain splits into two separate blockchains with a different consensus. This can create a variety of risks like: (i) Repay Attacks (a transaction made on one chain can be copied and executed on the other. This means sending coins on the new chain could inadvertently send them on the old chain, leading to theft

		or loss of funds.) (ii) Security Vulnerabilities (When a chain splits, the original mining security is often divided. A smaller network is easier for attackers to dominate, creating a risk of 51% attacks, where attackers control the blockchain's ledger. (iii) Confusion and Phishing Scams (Users may not know how to claim forked coins. Scammers exploit this confusion by creating fake wallet software or sites designed to steal private keys.) **3.4. Blockchain Uptime Risk** Refers to the risk that a blockchain network may experience a significant interruption or outage, which can lead to disruptions in the availability and functionality of the blockchain. In a blockchain network, nodes or validators work together to verify and validate transactions, and these nodes must remain connected to the network to maintain its functionality. However, there are a variety of factors that can impact the uptime of a blockchain network, including technical issues, security breaches, and attacks by malicious actors. If a blockchain network experiences a significant interruption or outage, it can have a variety of negative consequences. For example, transactions may be delayed or lost, users may be unable to access their funds or participate in the network, and the overall value and reputation of the blockchain may be negatively impacted. **3.5. Blockchain Security Risk.** Refers to the potential vulnerabilities or weaknesses in the design, implementation, or use of blockchain technology that could compromise the security and integrity of the blockchain network, its users, and the crypto-assets stored on it. One of the primary security risks associated with blockchain technology is the potential for attacks on the network or individual nodes. These attacks can take a variety of forms, including denial-of-service attacks, 51% attacks, and Sybil attacks, among others. To mitigate blockchain security risks, blockchain networks typically employ a variety of security measures, including encryption, authentication, access controls, and consensus algorithms. **3.6. Settlement Finality or Irrevocability of Blockchain Transactions.** Once XREUR holders send XREUR to an address, XREUR holders accept the risk that they may lose access to, and

		any claim on, that XREUR indefinitely or permanently. Depending on the tools and services providers used to initiate it, XREUR transactions are likely to be irreversible. Once you send XREUR to a blockchain address, you accept the risk that you may lose access to, and any claim on, that XREUR indefinitely or permanently. For example: (i) a blockchain address may have been entered incorrectly and the true owner of the address may never be discovered, (ii) you may not have (or may subsequently lose) the private key associated with such address, (iii) a blockchain address may belong to an entity that will not return the XREUR, or (iv) a blockchain address may belong to an entity that may return the XREUR, but first requires action on your part, such as verification of your identity. **3.7. Personal Data Risks.** Pursuant to the General Data Protection Regulation ("GDPR"), Xryma is required to take all necessary precautions: (i) with regard to the nature of the data collected and the risks presented by the processing of such data, (ii) to preserve the security of XREUR holders' personal data and, (iii) in particular, to prevent such data from being distorted, damaged, or accessed by unauthorised third parties. **3**.8. Issuer Control and Centralisation Risk. XREUR is issued on the SPL Token-2022 program using native authorities (freeze authority, permanent-delegate authority and, where deployed, a pause authority) that are generated and held by Xryma Plc within its hardware security modules and exercised under an off-chain multi-signature approval policy. As a result, Xryma retains a degree of centralised control over XREUR that holders should be aware of. Specifically, Xryma may, without the holder's signature or consent: (i) freeze an individual account, preventing it from sending or receiving XREUR; (ii) force-burn (permanently destroy) XREUR held at any address by means of the permanent delegate; and (iii) where the pause capability is enabled, pause transfers of XREUR across all holders. These powers are exercised only in defined circumstances, including a valid court order or instruction from a competent authority, applicable sanctions, or the prevention of money laundering, fraud or other illegal activity, in accordance with this white paper and the XREUR Terms & Conditions.

		A holder whose tokens are frozen, force-burned or affected by a pause may be temporarily or permanently unable to transfer or redeem their XREUR and may forfeit associated rights. These controls are an inherent and necessary feature of a regulated electronic money token and exist to enable Xryma to meet its legal, regulatory and compliance obligations.
F.4	Mitigation measures	Regarding the different risks identified in Sections F1, F2 and F3, Xryma Plc implements appropriate measures to mitigate these risks and protect its customers, as follows: **1. Mitigation measures concerning issuer-related risks** Xryma Plc has implemented a comprehensive Risk Management and Internal Control Framework grounded in the Three Lines of Defense model. The first line, comprising business and operational teams, owns and manages risks in day-to-day activities. The second line, composed of compliance, security and risk management functions, provides independent oversight and ensures policies, controls, and processes are robust and effective. The third line, internal audit, conducts independent assessments of the control environment. Xryma Plc performs regular and proactive risk assessments to identify, evaluate, and address evolving threats and vulnerabilities. The company enforces a permanent control system that includes regular testing, incident tracking, and corrective action follow-ups. Ongoing training and awareness initiatives further embed a strong risk culture across the organization, ensuring that staff remain vigilant and empowered to uphold the highest standards of integrity and compliance. Specific mitigations for each of the risks are as follows: **1.1 Risks of interruption or malfunction of Xryma information and communication systems due to cyber criminality.** Xryma Plc applies layered information security controls, continuous monitoring, penetration testing, external audits and recognised security certifications. However, no technology environment can eliminate cyber risk entirely.

		1.2 Risk relating to the application of international financial sanctions. Xryma maintains comprehensive AML and sanctions compliance policies and procedures. These policies are reviewed and tested at least annually by internal audit. All transactions are screened against global sanctions lists and for exposure to politically exposed persons (PEPs). Daily sanction screening is conducted of all business customers, connected individuals, and ultimate beneficial owners using recognised industry-standard compliance tools and databases. To strengthen awareness targeted, role-based training for senior executives and key personnel is in place. **1.3 Bankruptcy Risks.** While there is no legal precedent, Xryma Plc's bankruptcy should have no impact on the rights of XREUR holders. If Xryma Plc goes bankrupt, the XREUR Reserves are protected by Applicable Law and cannot be used to compensate Xryma Plc's other creditors. Bank accounts and HLFI accounts used by Xryma Plc for the XREUR Reserves are safeguarded from Xryma Plc creditors as provided by Applicable Law. Any XREUR will be refunded to its holders as part of Xryma Plc's bankruptcy proceedings, without the holder necessarily having to file a claim for compensation. **1.4 Third-party Risks.** When Xryma Plc relies on a third party to provide services that are important to XREUR, Xryma Plc generally enters into an agreement containing specific clauses ensuring that the service provider cannot terminate the business relationship without advanced notice. Some of these agreements (such as the agreements concerning the safeguarding accounts used to invest the XREUR Reserves) are also subject to regulatory obligations. In addition, Xryma Plc implements internal procedures whose purpose is to limit disruption in the event that an important service provider terminates an agreement or becomes unable to provide its services to Xryma Plc. Finally, third parties with whom Xryma Plc contracts are subject to due diligence procedures to ensure their financial viability and to limit any other risks of non-compliance. To further mitigate dependency risk, Xryma Plc applies a diversification strategy, aiming to avoid excessive concentration with any single banking, custody,

		or operational partner. This includes maintaining relationships with multiple safeguarding institutions and service providers where feasible, regularly assessing diversification metrics, and establishing contingency options to ensure operational continuity in the event of a third-party failure or service interruption. **1.5. Market Risks.** Xryma Plc's systems and procedures are set up in a way that ensures that XREUR redemptions will occur in the timeframe set out in the Redemption Policy, even if volatility in crypto-asset markets causes a significant increase in redemption requests. **1.6. Risks of Loss**. The redemption right of eligible XREUR holders remains exercisable even if Xryma Plc suffers a loss at the level of the safeguarded assets. As is required under Applicable Law, Xryma Plc is well-capitalised and funded and, as an electronic money institution, Xryma Plc is subject to regulatory capital and own-funds requirements. In the event that the loss should exceed Xryma Plc's ability to redeem the XREUR holders, the XREUR Recovery Plan or the XREUR Redemption Plan may be triggered. **1.7. Anti Money Laundering/ Counter-Terrorism Financing Risks.** Each XREUR redemption request to Xryma Plc requires the holder to comply with the laws and regulations applicable to anti-money laundering and counter-terrorist financing in the EU. Moreover, if Xryma Plc determines that XREUR transactions linked to public addresses are likely to be associated with criminal offenses, Xryma Plc may decide to freeze the associated XREUR (temporarily or permanently). Also, if Xryma Plc receives an injunction from a competent authority to freeze XREUR, Xryma Plc will comply with such a request. **1.8. Personal Data Risks.** Pursuant to the GDPR, Xryma Plc is required to take all necessary precautions with

		regard to the nature of the data and the risks presented by the processing of such data, to preserve the security of XREUR holders' personal data and, in particular, to prevent it from being distorted, damaged, or accessed by unauthorised third parties. **1.9. Mitigation measures concerning Xryma's Business Activities and Industry.** Xryma continues to invest in proprietary technology, product enhancement and operational scalability across its core payment infrastructure. Xryma's strategy focuses on maintaining differentiated service capability through direct access to regulated payment infrastructure, central bank connectivity, open banking functionality, instant payment capability and cross-border payment solutions across multiple jurisdictions. Xryma also seeks to strengthen customer retention through continuous product development, pricing discipline, expansion of banking and infrastructure relationships, and targeted growth in service areas where operational capability, regulatory positioning and technology provide competitive advantage. **1.10. Legal and Regulatory Risk.** Xryma maintains open and transparent communication with its key stakeholders, including regulators and shareholders. Xryma closely monitors legal and regulatory developments to remain in full compliance with applicable laws and standards. In addition, its internal audit function conducts annual reviews to ensure regulatory adherence. Xryma also maintains comprehensive insurance coverage, including policies for employer's liability, public liability, professional indemnity, and directors' and officers' liability. **1.11. Internal Control Risk.** Xryma has developed a robust internal control framework that provides reasonable assurance for the strength of internal controls. Despite the strength of the Xryma's control environment, internal controls provide reasonable rather than absolute assurance **1.12. Environmental, Social and Governance Risk.** Xryma Plc is committed to conducting its operations in an environmentally sound and sustainable manner. To achieve

		protection of the health and safety of employees, customers and the public, Xryma has established procedures and compliance programs to ensure the minimum adverse impact on the environment. Such procedures and programs are periodically reviewed and appraised. **1.13. Outsourcing Risk.** Xryma Plc has rigorous policies and procedures governing the engagement of suppliers that support the conduct of its business. Xryma maintains a Procurement & Sourcing Code which includes Vendor Selection and Contracting and sets out the parameters applicable to the selection and retention of new and existing suppliers, as well as the execution of supplier contracts. Xryma, in line with EBA Guidelines on Outsourcing Arrangements (EBA/GL/2019/02) and the Cyprus Internal Organisation and Governance of Electronic Money Institutions Directive of 2026, undertakes periodic reviews of critical or important supplier relationships/ arrangements to assess ongoing performance, compliance with contractual obligations, and alignment with applicable legal and regulatory requirements. Xryma Plc maintains an appointed Outsourcing Officer who is responsible for the framework and reporting to the Management Body for all matters pertaining to outsourcing and the associated risks. **2. Mitigation measures concerning the token-related risks** **2.1 Peg Risk:** As stated in the rights and obligations in this paper, the holder of XREUR will have the right to redeem the token at par value directly with the issuer at any given point in time. **2.2. Regulatory Risk:** XREUR will be issued under the requirements of MICAR, as implemented in the Republic of Cyprus. At any given point in time the holder of XREUR will have the right to redeem the token at par value directly with the issuer. **2.3. Liquidity Risk:** The holder of XREUR will have the right to redeem the token at par value directly with the issuer at any given point in time; in this way, tokens can be converted into scriptural funds, central bank money or

		electronic money by Xryma without engagement with another market participant on the secondary market. **2.4. Early redemption at the option of the issuer following a Special Event Risk:** The holder of XREUR will have the right to redeem the token at par value directly with the issuer at any given point in time therefore there is no risk of capital loss. **2.5. Early redemption at the option of the issuer following an Unwind Event Risk:** The holder of XREUR will have the right to redeem the token at par value directly with the issuer at any given point in time. Funds supporting the issue are safeguarded under the safeguarding rule. **2.6 Exchange rate risks and exchange controls:** XREUR is issued only to EUR and therefore does not provide any hedging if the holders business is conducted in any other currency other than EUR. **2.7. Risks relating to legal, tax and regulatory changes:** The tax consequences of XREUR transactions should be assessed at the level of each XREUR holder. It is the sole responsibility of XREUR holders to address taxation risks in consideration of their personal situation. Xryma Plc does not provide, nor accept responsibility for, any legal, tax or accounting advice. If XREUR holders are unsure regarding any of the legal, tax or accounting aspects of their situation regarding XREUR, they should seek independent professional advice. **2.8. Scam Risks.** Xryma Plc cannot prevent all attempts to defraud or scams in connection with XREUR. The general terms and conditions relating to XREUR issuance specify that Xryma Plc is not liable for this type of loss. From time to time, Xryma Plc will inform its clients of such risks through various channels.

		2.9. Financial Stability Risks. XREUR is full reserve in the currency of issue (EUR) in accordance with Electronic Money Laws and the 'Markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 (MICAR). MICAR requires under Article 54 that at least 30% of the reserves held by Xryma are safeguarded at segregated accounts at Credit Institutions. **2.10. Secondary Market Price Dislocation Risk.** Xryma Plc expects that any disparity between the XREUR price and EUR on secondary markets would be promptly resolved by market participants (i.e. buying XREUR for less than 1 EUR on the secondary market and redeeming it at par value with Xryma Plc), as any participant will be entitled to redeem at par with Xryma Plc. Otherwise, if the price dislocation is caused by an inadequacy of the XREUR Reserves or other liquidity issues, Xryma Plc will apply the measures set out in its Recovery Plan or Redemption Plan. **2.11. Risks of Under-Collateralisation.** If the XREUR Reserves become lower than the outstanding quantity of XREUR in circulation, Xryma Plc will apply the measures set out in its Recovery Plan or Redemption Plan. These plans include measures that could resolve the under-collateralisation through, for example, a strengthening of Xryma Plc's capital position. **2.12. Liquidity Risk:** Xryma Plc will implement a Redemption Policy designed to ensure the prompt redemption of XREUR and to respond to scenarios of extreme demand for redemption in unfavourable market conditions. Xryma also looks to expand its settlement banking footprint with major banking partners to limit Liquidity Risk.

		3. Mitigation measures concerning technology-related risks **3.1. Smart Contract Risk:** Xryma takes every possible measure to ensure the robustness of contracts used. As such, the smart contracts intended to be utilised by XREUR in future will be audited by reputable third parties with notification via a modified WhitePaper with Audit results being notified per a modified section E10. XREUR does not utilise Program's at this stage. Please refer to section E9. **3.2. Technology Operational Risk:** Xryma Plc, Probanx Solutions Ltd as the solution integrator and its partners have in place, strong technology operations risk identification and treatment plans, including exhaustive testing, peer review of code, automated software deployment and adequate alerting and monitoring of systems to immediately act and remediate any potential bugs/risks, with in stipulated service level agreements, based on severity and impact. **3.3. Forking Risk:** To avoid the risks that arise from forking in almost all cases, the issuer will follow the one that is supported by the blockchain's official foundation. **3.4. Blockchain related Risks (Uptime, Settlement and Security)**. While risks exist for all blockchain networks, the Solana and in future TRON blockchain networks used by Xryma Plc to issue XREUR are recognised for their high level of security and have generally withstood several major events without any interruption to their normal functioning. Before launching XREUR on any new blockchain, Xryma Plc conducts thorough due diligence, including blockchain-level security audits, as well as the review of the history of the blockchain, the level of decentralisation, and the degree of resilience or activity on the network. To mitigate blockchain uptime risk, blockchain networks typically implement a variety of technical and organisational measures, such as redundancy, failover mechanisms, and regular security audits. Additionally,

		users may in future when XREUR is released on more than one blockchain, take steps to reduce their exposure to any blockchain's uptime risk by diversifying their holdings across multiple blockchain networks and using best practices for securing their crypto-assets. The Solana Foundation's "Solana Network Health Report June 2025"[3] provides latest details. **3.5. Personal Data Risk:** Pursuant to the GDPR, Xryma Plc is required to take all necessary precautions with regard to the nature of the data and the risks presented by the processing of such data, to preserve the security of XREUR holders' personal data and, in particular, to prevent it from being distorted, damaged, or accessed by unauthorised third parties. **Unanticipated Risks:** E-money tokens such as XREUR 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.

[3] https://solana.com/news/network-health-report-june-2025

PART G

Information on the Sustainability Indicators in Relation to Adverse Impact on the Climate and other Environment- Related Adverse Impacts

G.0	Adverse impacts on climate and other environment-related adverse impacts	The SOL token operates on the Solana blockchain, which utilizes a hybrid consensus mechanism combining Proof-of-History (PoH) and Proof-of-Stake (PoS). These mechanisms are designed to optimize throughput and transaction efficiency while relying on validator networks rather than energy-intensive mining processes typically associated with Proof-of-Work (PoW) blockchains. While Solana's architecture allows for lower energy requirements per transaction relative to PoW-based systems, it is important to note that this does not imply a reduction in absolute energy consumption or environmental impact. Rather, Solana's consensus approach represents a comparatively less burdensome model in terms of energy use and thus offers a relatively more sustainable operational framework, compared to Ethereum and other popular blockchains. In accordance with MiCA's sustainability disclosure requirements, the Solana Foundation has published data related to the blockchain's environmental metrics. As of the latest available figures, Solana's estimated total annual energy consumption is approximately 5,365,500 kWh, of which 14.77% is sourced from renewable energy. Scope 1 emissions are reported as zero, while Scope 2 emissions—related to electricity usage—total approximately 1,873.143 tCO_2e per year. Per-transaction energy consumption and greenhouse gas intensity are estimated at 0.00000 kWh and 0.00000 $kgCO_2e$, respectively.

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	Xryma Plc
S.2	Relevant legal entity identifier	213800NGHVYL5PFZI692
S.3	Name of the cryptoasset	Xryma
S.4	Consensus Mechanism	Token / No Consensus Algorithm
S.5	Incentive Mechanisms and Applicable Fees	Tokens do not have an own consensus mechanism, but rely on the consensus mechanism of one or multiple underlying crypto-asset networks. Depending on the token design, incentive mechanisms arise from the utility, scarcity, or governance rights.
S.6	Beginning of the period to which the disclosure relates	2026-05-14
S.7	End of the period to which the disclosure relates	2026-05-27
Mandatory key indicator on energy consumption		
S.8	Energy consumption (per year) in kWh	0.02705
Sources and methodologies		
S.9	Energy consumption sources and methodologies	Data provided by Xryma; all indicators are based on a set of assumptions and thus represent estimates; methodology description and overview of input data, external datasets and underlying assumptions available at: https://carbon-ratings.com/dl/whitepaper-mica-methods-xryma and docs.mica.api.carbon-ratings.com. We do not account for any offsetting of energy consumption or other market-based mechanism as of today.

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