AVIS Umbrella
Finance and Digital Assets

Volume 3

This volume contains 10 legal instruments for finance and digital assets. It provides operative clauses, completion schedules and source references for the relevant AVIS services.

Edition 25 November 2026 | Version 1.0

Adoption Complete the entity, country, commercial and evidence schedules before execution or publication.

The Legal Adoption and Evidence Register provides the entity map, companion-document register and adoption certificate. Each instrument below is independently identified so it can be completed and used for its own service.

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F01 Tower 08 Account and Payment Services Agreement

Terms between the named account or payment provider and its customer, with the AVIS interface role expressly allocated.

Applies to Adult customers and authorised corporate representatives

Adoption Required for the relevant regulated service; complete the provider and country schedules and attach the actual tariff before customer acceptance.

1 Parties and service selection

This agreement takes effect on [EFFECTIVE DATE] between [BANKING PROVIDER], identified in Schedule A, and the customer identified in the account application. [PLATFORM OPERATOR] supplies the AVIS interface and performs only the functions assigned to it in Schedule A. The customer contracts with the named provider for each selected service. Affiliates, franchisees and construction project companies do not become account providers by displaying the AVIS brand.

The group identifies its Tunisian banking licence as under completion. The provider schedule records the exact banking entity, the nature and status of that completion, effective authorisation date, conditions and permitted territories. The completed product terms are adopted for the relevant functions when their effective authorisation and operational arrangements are recorded; a Tunisian authorisation is not described as an EEA passport.

2 Nature of the account

Schedule A identifies whether the product is a bank deposit, payment account, electronic money account or record of securities entitlements, its currency and legal owner. The provider maintains separate records for its own assets and customer assets. Any deposit protection statement identifies the actual scheme, institution, eligibility and aggregation rules. Safeguarding arrangements are described separately from deposit protection. Internal common, suspense or treasury accounts do not change the beneficial owner of customer funds.

3 Opening and authority

The customer supplies accurate identity, residence, tax residency, beneficial ownership and signing authority information and reports material changes promptly. Corporate instructions follow the recorded single or dual approval mandate and limits. The provider verifies each mandate before activation. An internal virtual company profile is not evidence of incorporation. A child profile in Tower 27 does not create a financial account or investment mandate.

4 Instructions and authentication

A payment instruction identifies the sending account, amount, currency, beneficiary and required route identifiers, purpose, charges option and any intermediary. The customer reviews these fields and the applicable charges before confirming through the agreed authentication method. The provider records receipt, authorisation and execution separately. A request forwarded to an administrator or correspondent remains a request until that provider accepts it; an interface entry alone does not discharge the payer.

5 Execution and correction

Schedule B specifies working days, cut off times, maximum execution periods, currency conversion source and timing, and when an instruction becomes irrevocable. Applicable statutory execution duties prevail. Before a permitted refusal, the provider identifies the relevant field or reason and corrective action unless disclosure is prohibited. The provider helps trace or recover an incorrect transfer and charges only disclosed, legally permitted recovery costs. The customer receives an execution reference and statement entry.

6 Unauthorised and defective payments

The customer promptly reports suspected misuse or an incorrect transaction using the continuous incident contact in Schedule B. Authentication evidence alone does not establish customer authorisation or fraud. For a payment governed by the applicable PSD2 implementation, the provider applies the statutory refund, evidential and notification rules, including refund by the end of the following business day for an unauthorised payment unless a legally permitted exception applies. Mandatory consumer rights, including any longer local protection, are preserved.

7 Fees balances and statements

The provider supplies the tariff on a durable medium before acceptance, showing account, transaction, conversion, intermediary, cash withdrawal and termination charges where relevant. A variable amount checkout payment states its purpose and whether it is a deposit, reservation payment or settlement of an identified obligation. It is not automatically an investment subscription. Statements distinguish cleared funds, pending payments and disputed items and identify the valuation basis for any noncash asset.

8 Security and confidentiality

The customer keeps authentication credentials private and uses the agreed authority process. The provider applies access controls, fraud monitoring, incident response and recoverable records proportionate to its duties. Biometric login is governed by the separate privacy notice and an accessible alternative. Data sharing with banks, correspondents and authorities is limited to the stated purpose and legal basis. The provider remains responsible for functions it outsources to the extent required by law.

9 Changes withdrawal and termination

The provider gives the applicable advance notice of contractual changes, including at least two months where the relevant PSD2 consumer framework requires it, explains any deemed acceptance mechanism and permits rejection and termination on the required terms. Where a statutory distance contract withdrawal right applies, the supplied withdrawal notice and online function remain accessible throughout that period. Closure does not erase accrued rights; the provider returns transferable balances to the verified destination after lawful charges and restrictions are resolved.

10 Liability complaints and governing law

The provider is responsible for its breach, negligence and other liability imposed by mandatory law. No clause excludes fraud, wilful misconduct or nonexcludable consumer rights. Market movements are not provider loss unless caused by its actionable breach. Complaints follow F09 and the named external dispute body in Schedule A. [APPLICABLE LAW] governs, without removing mandatory protections or court rights in the customer country. The customer and provider accept the completed agreement electronically or by signature, retaining an identical dated copy.

Schedule A Provider and product particulars

Complete: legal provider name; company and register number; registered office; regulator; licence number and exact permissions; register URL and verification date; contact; countries served; platform or agent role; product type; safeguarding bank or custodian and segregation method; actual guarantee scheme if applicable; dispute body; governing law; effective date.

List each account currency and the externally assigned account or scheme identifier. Label an ABIQ or other platform reference as an internal identifier unless its external scheme assignment is independently evidenced. State the account owner and permitted representatives.

Tunisia banking completion record: legal bank name; incorporation and acquisition or application documents as relevant; competent authority decision; outstanding conditions; effective permissions and date; authorised product and customer scope; currency and exchange control arrangements; final provider acceptance. Current status supplied by the group: under completion.

Schedule B Service and acceptance record

Complete: service list; payment routes and correspondent responsibilities; permitted currencies; tariff version; FX source and markup; working days and cut offs; execution times; cancellation point; authentication and loss reporting contact; statement frequency; limits; customer mandate; applicable distance contract notice.

Acceptance record: customer name and capacity; provider name and capacity; documents supplied and version; date and time; signature or reliable electronic acceptance record.

Legal sources: F-S03, F-S04, F-S05, F-S06, F-S14, F-S30. See the source register for instruments and scope.

F02 Tower 06 Investment and Brokerage Client Agreement

Client terms for the exact investment services provided by the licensed firm, with a tied agent option.

Applies to Investment clients and the appointed investment firm

Adoption Required when providing the selected investment service; complete classification, permissions, venue and product disclosures before accepting orders.

1 Contracting firm and agent

Effecta GmbH contracts with the customer from [EFFECTIVE DATE]. Schedule A states its identity, [REGULATOR AND LICENCE], permissions, service countries and whether any AVIS entity acts as its registered tied agent. If that model is selected, the agent acts only within the principal appointment and the principal retains the responsibility required by law. No franchisee inherits the appointment or may appoint subagents without a lawful separate arrangement.

2 Services and limits

Only the services expressly selected in Schedule A are included: reception and transmission, execution, placement, investment advice or discretionary portfolio management. Investment advice and management require their own documented mandate and assessment. General project information, INDEX research and automated analytics do not themselves authorise discretionary dealing. If the agent appointment excludes taking possession of client money or instruments, subscriptions and settlement are directed to the designated principal, custodian or issuer account.

3 Client categorisation

The firm gives the customer a retail, professional or eligible counterparty classification appropriate to each service and informs the customer of associated protections and any right to request a change. It does not infer professional status from company ownership, nationality or a large subscription alone. An elective change follows the evidence, assessment, written request and separate acknowledgement in F09. Mandatory retail protections remain until a valid change is effective.

4 Information and assessment

Before advice or management, the firm obtains and assesses knowledge, experience, financial situation including ability to bear losses, objectives, risk tolerance and applicable sustainability preferences. For other services it performs appropriateness assessment unless a specific lawful execution only exemption applies. Incomplete information is handled under the actual statutory process. A questionnaire acceptance box is not a substitute for assessment. Advice includes the required explanation or suitability report.

5 Orders and execution

The customer specifies instrument, quantity or cash amount, order type, limit, expiry and account. Receipt is time stamped. The firm handles orders fairly, promptly and in sequence subject to their nature and market conditions, manages aggregation and allocation under F08, and issues execution confirmations and statements. It obtains necessary consent to its execution policy and separate express consent where execution outside a trading venue requires it. Specific instructions may limit the steps available to achieve the best result; the affected portion is explained.

6 Products disclosures and issuance

Each product has an identified issuer, instrument rights, offering jurisdiction, target market and disclosure pack. A token representing shares, debt or technology revenue rights receives a substance based legal classification. The firm supplies a prospectus, offering memorandum, key information document or other required document in time to inform the decision. A bond listing, token contract address or market quote is not an assurance of issuer solvency, liquidity, environmental performance or investor eligibility.

7 Custody and settlement

The custody schedule identifies the actual holder, registration basis, nominee arrangements, settlement system, currency, deadline and treatment of corporate actions. Customer assets remain segregated as required. A manual internal transfer records the evidence supporting an existing entitlement; it does not create an external security, settlement finality or central depository balance. Unsettled items and failed settlement are handled under the agreed process, preserving the customer claim and audit history.

8 Costs and conflicts

Before the service the firm discloses service and product costs, commissions, spreads, third party payments and material conflicts, including group issuance, exchange ownership, franchise interests and proprietary token holdings. Ongoing and transaction disclosures follow applicable law. No success fee, green project contribution or issuer remuneration is deducted without the tariff and required consents. Conflict disclosure supplements controls and does not permit conduct otherwise prohibited.

9 Records communications and continuity

The firm records relevant order communications where required, informs participants and retains records for the applicable statutory period. The customer can receive documents and account communications on a durable medium. Material service incidents are handled under F10 with prompt client communication relevant to affected positions. Complaints may be made to [CONTACT] under F09 without surrendering court or external dispute rights.

10 Changes termination and liability

The customer may terminate the mandate by authenticated notice subject to completion of existing obligations. Termination of discretionary authority does not automatically liquidate assets. The firm facilitates transfer to the verified receiving institution and explains outstanding orders, charges and restrictions. The firm remains liable for its actionable breach and statutory duties. [APPLICABLE LAW] applies subject to mandatory customer protections. Both parties accept the completed schedules; inconsistent generic platform terms cannot reduce these financial service rights.

Schedule A Appointment and permissions

Complete the principal firm, any tied agent, current public register entry, dated agency appointment, written advice authority if selected, service permissions and passport or local basis for every customer country. Attach the firm approved client forms and identify who accepts orders, takes payment and handles complaints.

The group designates Effecta GmbH as its company for trading, holding and tokenisation of assets. The supplied 2023 agreement evidences an Effecta principal and Revnex tied agent arrangement for the services stated there. Complete the current licence and service schedule for Effecta and record any continuing agent appointment, custody arrangement or other regulated provider; the broader stated business role does not itself define the exact statutory permissions.

Published reference for completion: Effecta GmbH, Am Sportplatz 13, 61197 Florstadt; HRB 8830 Friedberg; institution number 133261, as stated in its own imprint. Obtain the current authoritative permission extract and approved provider terms. Its published client asset restriction should be reflected in the actual custody and money flow allocation, distinguishing proprietary holdings from client custody.

Schedule B Client product and mandate

Complete client category and assessment reference; selected services; permitted instruments and markets; execution policy and venue list; custody provider; settlement instructions; tariff; communication language; complaint body; governing law; client and provider signatures; effective date.

For discretionary or robotic management add benchmark; investment universe; maximum exposure; leverage permission if any; drawdown and stop instructions; reporting frequency; withdrawal of authority; human escalation; and the separately evidenced portfolio management permission.

Legal sources: F-S01, F-S02, F-S07, F-S08, F-S11, F-S23, F-S28, F-S29. See the source register for instruments and scope.

F03 Crypto Services and Custody Agreement

Terms allocating custody, transfer and exchange duties by legal provider, network and token.

Applies to Adult crypto customers and corporate wallet owners

Adoption Required when supplying the described crypto services; use a separate noncustodial description if the operator never controls assets or keys.

1 Parties and scope

[CRYPTO PROVIDER] supplies the services selected in Schedule A from [EFFECTIVE DATE]. Schedule A identifies its [REGULATOR AND LICENCE], permitted services, countries and any notified authorisation basis. [PLATFORM OPERATOR] provides the specified interface functions. Whether custody exists is determined by control of assets or access credentials and the actual service, not by describing a wallet as self managed or API connected.

2 Supported assets and networks

The provider identifies each accepted token by chain, network, contract address where relevant and decimal precision. Display names and tickers alone are insufficient. AG and AGi have separate token records, rights, supply and issuer disclosures. A QR code or deposit address identifies a receiving route; it does not guarantee ownership of an unrelated address or support for another network. The asset schedule explains unsupported deposits, migrations and recovery fees before use.

3 Custody and ownership

For custody services, customer beneficial entitlements are recorded individually and customer holdings and access controls are separated from the provider own holdings, including on chain segregation where legally required. Customer assets are not used for group construction, issuer support, proprietary trading, lending or staking under this agreement. Any optional service requiring a different use needs a separate lawful agreement. The provider keeps evidence of receipts, movements and corporate or protocol events against each position.

4 Authentication and security

The provider maintains the custody policy summarised in Schedule B, with role limited access, independent approvals for material movements, recoverable backups, incident controls and tested return procedures. The customer uses agreed authentication and promptly reports compromise. The provider describes any third party custody, its identity and authorisation, informs customers and remains subject to its own duties. An external market data or RPC connection is not itself a custodian or proof of regulatory status.

5 Transfers and exchange orders

Before authorisation the interface presents asset, network, destination, amount, fee and any conversion terms. The provider verifies the mandate, relevant restrictions and required transfer information, then records submission and settlement status accurately. Blockchain settlement and internal book transfers are distinguished. The customer may cancel only before the documented irrevocability point. The provider explains an affected instruction or required correction through the relevant transaction channel and retains evidence of any refusal.

6 Statements rights and returns

The customer receives an electronic position statement at least every three months for custody subject to MiCA, and on request, showing holdings, valuation basis and movements. Newly arising rights from forks or other protocol changes are allocated according to applicable law and the valid preexisting asset schedule; unsupported technical implementation does not silently transfer the customer economic entitlement to the provider. The provider enables return of assets or access as soon as possible, subject to lawful restrictions.

7 Prices charges and product rights

The tariff identifies trading fees, spreads, custody fees, network charges and optional recovery charges. Market quotations disclose source and timestamp and are not a redemption promise. The issuer documentation governs redemption rights for AG or any other stable token. Token supply or an internal valuation does not establish reserve assets. Each stable token product pack identifies the actual issuer, claim, redemption procedure, reserve or safeguarding arrangements and applicable fees; mandatory par redemption rights prevail.

8 Loss and liability

The provider is responsible for attributable custody loss as required by applicable law, including the MiCA liability standard and market value measure where applicable. It does not exclude its own negligence, fraud or mandatory liability by referring generally to blockchain risk. It investigates whether a loss results from its services, access control, third party arrangements or an independent protocol event. The customer receives the investigation result and complaint route, with security sensitive information appropriately protected.

9 Events changes and closure

The provider explains material protocol changes, admission changes and delisting with reasonable notice where feasible, a route to transfer holdings and treatment of open orders. Urgent action may be taken to address an actual security or legal issue with a recorded reason and review. Closing an account does not extinguish assets or accrued claims. F10 governs continuity and orderly return. The agreement is governed by [APPLICABLE LAW], preserving mandatory rights; complaints follow F09.

10 Acceptance and optional features

The customer accepts the completed service and asset schedules and receives a durable copy. Leverage, derivatives, staking, lending, discretionary trading and use of assets for liquidity are excluded unless an additional product mandate expressly supplies them through a permitted provider. An algorithm trading switch authorises only the parameters and assets documented in that mandate and does not permit transfers to unrelated beneficiaries.

Schedule A Service and asset record

Designated company for trading, holding and tokenisation: Effecta GmbH, as confirmed by the group. Identify the exact contracting entity for each crypto service and the current permission covering that service; do not infer crypto custody or trading platform permissions solely from the securities intermediation agreement.

Complete: provider identity and register reference; custody or noncustodial function; exchange, execution, transmission and transfer permissions; geographic scope; supported chain and contract address for each asset; issuer documentation; withdrawals; tariff; contacts; governing law; acceptance.

For AG and AGi record separate issuer entities, token identifiers, rights, classification decisions, circulation and treasury holdings, transfer restrictions, redemption or absence of redemption, smart contract controls and independent evidence. Do not fill these fields from ticker similarity.

Schedule B Custody summary

Describe key control and recovery model; separation of client assets; authorised signers and approval process; monitoring and audit; position record maintenance; third party custodians; incident contact; fork entitlement process; asset return steps and indicative operational times; dispute and correction procedure. No private keys or recovery secrets are included in the agreement.

Legal sources: F-S08, F-S09, F-S10, F-S12, F-S14. See the source register for instruments and scope.

F04 Exchange Membership and Trading Rules

Operating rules for the relevant AVIS trading venue and its admitted products.

Applies to Exchange operator participants issuers and market makers

Adoption Required for a regulated trading platform; identify the venue model and its actual authorisation before adopting product rules.

1 Operator and legal market

[CRYPTO PROVIDER] or [BROKERAGE PROVIDER], as selected in the venue schedule, operates the named market. Securities trading and trading in MiCA crypto assets use separately identified legal permissions and product rulebooks. A portal that displays quotes, a broker that routes orders and a multilateral matching venue have distinct responsibilities. The schedule states which model applies and where contracts are formed.

2 Admission and fair access

Participation criteria are objective, proportionate and applied consistently. The operator verifies identity, authority, technical capacity and product eligibility before access. Asset admission considers legal classification, issuer information, holder rights, supply, concentration, transfer restrictions, technology and market integrity. Each admission decision and fee is recorded. Admission does not certify economic value. Applications from group companies receive independent conflict review.

3 Orders and matching

The market specification states trading pairs, hours, minimum sizes, tick increments, price bands, permitted order types, priority and matching method, cancellation rules and outage treatment. It publishes a nondiscretionary rule for competing orders before trading begins. The operator records order receipt, amendment, execution and cancellation with synchronised timestamps and provides trade confirmations. Operators may not secretly reorder transactions to favour group accounts or paying participants.

4 Funds settlement and finality

The settlement schedule identifies the payment or asset leg, custodian, pretrade entitlement check, settlement cycle and point of finality. A pending network transaction is not reported as final settlement. Failed settlement, erroneous trades and corrections follow objective disclosed criteria with a record of affected rights. Administrative adjustments require evidence and appropriate independent approval and cannot create external assets or eliminate a customer claim.

5 Prohibited market conduct

Participants must not engage in insider dealing, improper disclosure, manipulation, spoofing, layering, wash trading or circular transactions designed to fabricate price, volume or demand. The operator monitors related accounts, self matches, concentrated positions and abusive automated patterns. Group token holdings and market making arrangements are disclosed as required. Artificial transfers among controlled wallets do not constitute independent price discovery or evidence of a token reserve.

6 Operator conflicts

A MiCA trading platform operator does not deal on its own account on the platform it operates. Matched principal arrangements are used only within the applicable legal conditions, with required client consent and regulatory information. Group affiliation, separate software or an internal label does not by itself resolve a prohibited activity. Market maker participation has a documented legal basis, transparent obligations and independent surveillance.

7 Algorithmic access

Algorithm users register responsible persons and strategies as required, test changes before release and maintain order limits, price controls, exposure controls and a reliable stop facility. An administrator cannot override a customer mandate merely because a robot is enabled. The operator tests capacity, rejects malformed orders, controls excessive messaging and retains relevant decisions and model versions. Latency and performance statements use measured evidence, not guaranteed zero delay or guaranteed profit.

8 Transparency and surveillance

The operator publishes the market information required for its venue and asset class and applies documented access and fee rules. Surveillance staff can obtain records across related systems, investigate suspicious orders and report them to the competent authority where required. Access to inside information is restricted and recorded. Issuers disclose material information under the applicable regime; planned announcements and emergency disclosures have a documented approval route.

9 Suspension and disciplinary process

Trading may be paused for an actual integrity, operational or legal reason under published criteria. Affected participants receive relevant information and a route for review unless a lawful confidentiality duty applies. Delisting decisions identify treatment of open orders, unsettled trades and asset returns. Sanctions are proportionate and documented; a complaint is not grounds for retaliation. Record preservation and any authority reporting continue during suspension.

10 Fees changes and disputes

The published tariff states maker, taker, admission, data and other charges. Material rule changes follow the applicable notice and consultation requirements and are not retrospectively applied to completed trades. Membership ends on notice or a documented contractual ground, with settlement and asset return obligations surviving. [APPLICABLE LAW] governs subject to mandatory rights. The operator and participant accept the completed venue schedule and F09 complaint procedure.

Schedule 1 Venue and product schedule

Effecta GmbH is the designated financial services company. Record whether it or another identified authorised entity operates the particular venue, and distinguish investment dealing, brokerage, custody and multilateral platform operation in the permission schedule.

Complete operator and permission; securities or MiCA market classification; countries and participant classes; instrument identifiers; admission file; matching method; priority; order types; market hours; fees; custodian and settlement; erroneous trade criteria; pause and delisting criteria; surveillance contact; technology limits; dispute body and law.

For AG and AGi attach issuer conflict review, token rights and concentration disclosures, permitted liquidity provider arrangement and evidence that the operator model complies with the own account restriction applicable to it.

Legal sources: F-S01, F-S08, F-S13, F-S15, F-S16, F-S22. See the source register for instruments and scope.

F05 Tokenisation and Issuer Services Agreement

Agreement for structuring the digital representation and distribution of company or technology rights.

Applies to Issuer technology owner and authorised service providers

Adoption Required when commissioning the described service; product classification and constitutive legal documents remain transaction specific.

1 Parties and appointment

[ISSUER] appoints [PLATFORM OPERATOR] for the technical and administrative deliverables in Schedule A and separately appoints each named regulated provider for its permitted service. The appointment does not guarantee fundraising, exchange admission, tax treatment, company valuation or regulatory approval. The issuer remains responsible for corporate authority and accurate disclosures; each provider remains responsible for its own professional and statutory duties.

2 Legal object and classification

Before token deployment the parties identify whether the instrument represents shares, debt, a licence, royalty, asset entitlement or another contractual right. Qualified advisers assess financial instrument, collective investment, crowdfunding, crypto asset, electronic money and other relevant classifications by substance and target jurisdiction. A security remains subject to its securities regime when tokenised. The product decision is recorded and changes to rights require renewed assessment.

3 Underlying title and authority

The issuer delivers constitutional documents, shareholder and board approvals, cap table, intellectual property title, licences, encumbrances and any required valuations. A token does not itself transfer a patent, company share, land interest or other right unless the governing law and required transfer instrument make that result effective. The legal register, token register and conflict resolution mechanism are stated. The parties complete notarisation, statutory filing or registration where required.

4 Design and implementation

The technical specification states network, token standard, supply, denomination, rights, transfer restrictions, mint and burn permissions, pause and recovery controls and authorised signers. A security review and change approval record precede release. The issuer controls legally authorised issuance decisions; developers do not acquire unrestricted discretion over supply. Test balances, treasury balances, circulated units and redeemed units are accounted for separately.

5 Disclosure and distribution

The issuer approves the required prospectus, white paper, offering memorandum, key information document and marketing statements for the actual legal category. Providers retain responsibility for their review and distribution duties. The offer identifies eligible countries, investor categories, selling restrictions, subscription money route and closing conditions. The interface collects the required acceptance and makes the correct documents downloadable before commitment. Exemptions are documented for the specific offer rather than asserted globally.

6 Rights administration

Schedule B describes voting, dividends or other distributions, information rights, redemption if any, corporate actions, transfer approvals, succession and correction of lost access. The issuer maintains an authoritative entitlement record and updates it after legally effective transfers. A technical failure does not automatically extinguish the underlying claim. Recoveries and replacements protect against duplicate claims and are supported by recorded evidence and approvals.

7 Technology and intellectual property

Each party retains preexisting intellectual property. The issuer grants the technical provider only the rights needed to deliver and operate the agreed system. Ownership and permitted reuse of newly developed code, documentation and invention outputs are expressly allocated in Schedule A. Investor ownership of a token does not confer intellectual property ownership or an unrestricted manufacturing licence unless the instrument expressly grants it.

8 Financial and green statements

Issue price, project forecasts, technology performance and environmental claims have identified evidence and responsible signatories. Projections disclose assumptions and are not described as guaranteed returns. Related party transactions, supply concentration and conflicts are disclosed. Green proceeds are subject to F06 where applicable. The issuer may not treat its own unissued or treasury tokens as independently funded customer assets or as proof that subscription cash has been received.

9 Fees deliverables and termination

Schedule A allocates fixed fees, milestones, expenses and any permitted success remuneration to the actual service provider. The issuer accepts deliverables against the written specification within the stated review period, with a defect and remediation process. Termination preserves investor rights, completed legal records and orderly transfer of keys or administrative control to authorised persons. Confidential information is returned or retained only for the applicable legal purpose.

10 Responsibility and execution

Each party answers for its breach and nonexcludable duties; no blanket technology disclaimer removes responsibility for faulty delivery or misleading disclosures. An agreed liability cap, if any, must identify scope and exclusions and cannot limit mandatory issuer or investor rights. [APPLICABLE LAW] and the selected forum govern the commercial services contract without displacing the instrument law. Authorised representatives sign the completed schedules and issue approval record.

Schedule A Deliverables and parties

Designated financial services company: Effecta GmbH. Allocate its exact trading, custody, structuring, placement and technical tokenisation roles in the service schedule and record the corresponding permissions or lawful nonregulated role. The identity of the issuer and intellectual property owner remains separate.

Complete issuer and corporate registration; technology owner; service providers and permissions; countries; instrument class; approvals and title evidence; design specification; development and audit deliverables; acceptance tests; fees and dates; intellectual property allocation; operational handover; governing law and signatures.

Schedule B AG and AGi classification sheets

AG: record whether it purports to maintain a stable value by reference to one official currency, including the reported USD reference. If that feature is confirmed for an EU offer, assess the e money token requirements, issuer eligibility, funding on issue, holder claim, par redemption, white paper, restrictions on interest and payment services overlap. Do not describe reserve backing as established without evidence.

AGi: record actual contractual rights, issuer, supply, distributions, redemption and marketing. A variable market price does not by itself determine whether AGi is a security, another MiCA crypto asset or a different product. Assess independently of AG.

For both: record legal issuer, verified network and contract address, legal opinion reference, supply controls, treasury and circulation, accepted jurisdictions, document versions, ongoing disclosures, rights administrator and review triggers.

Legal sources: F-S07, F-S08, F-S11, F-S12, F-S17, F-S23. See the source register for instruments and scope.

F06 Green Bond Issue and Subscription Framework

Issuer governance and investor subscription terms supporting an authentic issue specific offering document.

Applies to Issuer directors placement providers and eligible investors

Adoption Conditional on issuing or distributing bonds; this framework is not a prospectus final terms trust deed or legal opinion.

1 Issuer and issue documents

[ISSUER] authorises the proposed issue only through the completed issue schedule and valid corporate resolutions. The definitive terms, prospectus or offering memorandum, agency or trust documents and security documents govern the bond. Existing series terms are not amended by this framework. The schedule records issuer identity, capacity, series, amount, currency, denomination, issue price, interest, maturity, ranking, use of proceeds and investor eligibility from the actual documents.

2 Offering route

The issuer and distribution providers document each offer and admission jurisdiction, applicable registration or prospectus requirement and any specific exemption. The European prospectus analysis uses the current rules and national thresholds. A US Regulation S transaction and a Rule 144A resale require their own conditions, purchaser eligibility and transfer restrictions; neither is an operating licence or a permission for unrestricted global retail distribution.

3 Green framework

The issuer selects and accurately names the intended standard. If it uses the regulated European Green Bond or EuGB designation, it completes the prescribed taxonomy allocation, factsheet, external review and reporting obligations. A different green bond label identifies the actual framework and evidence. Waste to nanopowder activities are assessed against the criteria applicable to those activities; the industrial description alone does not establish taxonomy alignment or environmental benefit.

4 Project eligibility and selection

A designated committee approves eligible expenditures and records project location, owner, activity, budget, permits, technical basis, environmental criteria, exclusions and relevant social safeguards. It evaluates related party acquisitions and building by merger transactions independently. Morocco and Tunisia project allocations identify the actual local recipient, asset title, currency route and restrictions. A construction subsidiary is not treated as a bond guarantor or coissuer unless the definitive documents provide that role.

5 Management of proceeds

The issuer maintains a proceeds allocation register linked to actual funds received and permitted expenditures. It records temporary investment arrangements, unallocated proceeds, reallocations and financed versus refinanced expenditure. Customer custody assets remain separate. A treasury booking or proposed dedication of bonds to a project does not establish cash receipt, completed placement or legal security over project assets. Transfers follow approved mandates and preserve the audit trail.

6 Reporting and review

The issuer publishes the allocation and impact reports required by its chosen standard and issue terms and obtains the required external reviews. Reports state methodology, period, assumptions, estimated or measured outcomes, financed share and limitations. Material changes, ineligible allocations and deviations receive documented remediation and timely disclosure. The issuer retains evidence supporting emissions, waste diversion, energy use and nanopowder output claims.

7 Investor application

The applicant offers to subscribe for the identified bond, amount and price in the form below. The issuer may accept only in accordance with the offering documents and lawful distribution conditions. Before payment the investor receives the applicable documents and settlement instructions independently verified through the nominated channel. The application identifies beneficial ownership and authority and does not waive mandatory disclosure, suitability or withdrawal rights.

8 Acceptance allocation and settlement

The issuer or appointed agent confirms acceptance and allocation on a durable medium and supplies settlement details, fees and the scheduled closing date. Funds go only to the designated receiving account under the definitive terms. If a condition fails, unallocated subscription money is returned under the disclosed process, subject to legal restrictions and agreed legitimate charges. Delivery evidence identifies the custodian or register entry and transaction reference; listing or an ISIN alone is not proof of delivery.

9 Rights security and remedies

Interest, repayment, events of default, covenants, security, guarantees, investor meetings, amendments and enforcement follow the definitive issue documents. Any collateral assertion identifies the asset, owner, valuation, prior claims and enforceable security instrument. A green label does not alter ranking or guarantee repayment. Failure to meet a green commitment has only the consequences expressly provided by the instrument and mandatory law, which must be clearly disclosed.

10 Accountability and execution

Directors approve the issue record, finance controls, distribution arrangements and ongoing reporting owner. Each distributor uses its own applicable permission and documented mandate. [APPLICABLE LAW] governs the subscription as selected consistently with the issue terms and mandatory investor rights. The authorised issuer representative signs the completed schedule; the investor signs or accepts the application and receives an identical copy.

Schedule 1 Issue readiness schedule

Complete issuer register and LEI; board and shareholder authority; series and identifiers; final terms; audited financial information; material risks; prospectus approval or reasoned exemption; offering countries; appointed agents; placement agreement; registrar and depository; security opinion where relevant; selling restrictions; fee disclosure; green framework; external reviewer; allocation and impact timetable; reporting owner.

If the offering is a regulated market admission, an MTF admission, a private placement or another route, state that route accurately and attach its distinct requirements. Do not equate MTF admission with a regulated market prospectus approval.

Schedule 2 Investor subscription form

Investor legal name and address: [COMPLETE]. Registration and LEI if applicable: [COMPLETE]. Beneficial owner and authorised representative: [COMPLETE]. Residence and tax residence: [COMPLETE]. Investor category and eligibility evidence: [COMPLETE]. Issue and series: [COMPLETE]. Quantity denomination currency price and total consideration: [COMPLETE]. Custodian and delivery account: [COMPLETE]. Funding account and source of funds: [COMPLETE]. Documents and versions received: [COMPLETE].

I apply for the allocation above, confirm my authority and the accuracy of the information supplied, and acknowledge the instrument rights and transfer restrictions disclosed in the identified documents. This acknowledgement does not waive any nonwaivable right or certify that a product is suitable merely because I signed. Investor signature and date: [COMPLETE]. Issuer acceptance allocation settlement date and authorised signature: [COMPLETE].

Legal sources: F-S11, F-S17, F-S18, F-S19, F-S20, F-S21. See the source register for instruments and scope.

F07 Financial Crime and Transfer Information Policy

Operational AML customer diligence sanctions and crypto transfer information controls.

Applies to Board MLRO compliance operations and regulated service providers

Adoption Required for each obliged entity; adopt a country annex reflecting its applicable national law and regulator.

1 Accountability and perimeter

Each obliged entity appoints an accountable board member and suitably empowered money laundering reporting officer with access to relevant records. The entity records which AML, counter terrorist financing and sanctions laws apply to its services and customer countries. Group policies support but do not replace local responsibility. Outsourced checks have written allocations, access rights and performance oversight; reliance on another institution is used only where legally permitted.

2 Risk assessment

The entity maintains a documented assessment of customer, geographic, service, delivery channel, product and transaction risks. It considers cross border construction flows, complex ownership, third party payments, proprietary tokens, rapid wallet movements, high value goods and politically exposed persons. Review occurs at least annually as a chosen internal control and when material business or legal changes occur. Risk scores support reasoned decisions and do not replace investigation.

3 Customer and beneficial owner diligence

Before the regulated relationship or relevant transaction, staff identify and verify the customer and authorised representatives, establish beneficial ownership and control, understand purpose and expected activity, and verify corporate status and authority using reliable sources. They obtain the necessary tax and sanctions information. A virtual office or platform company label is not corporate verification. Missing or contradictory information is resolved by a named reviewer and documented.

4 Enhanced and ongoing review

Higher risk situations receive enhanced measures appropriate to the identified risk, including source of wealth or funds, ownership clarification, senior approval and more frequent review where required. Politically exposed person handling follows applicable law without assuming criminal conduct. Customer information is kept current and transactions assessed against the expected relationship. Unusual activity receives contextual review rather than a decision based solely on a threshold or automated alert.

5 Sanctions and restrictions

The entity screens against the sanctions regimes legally applicable to it, considers ownership and control rules and investigates possible matches before concluding that a prohibition applies. A confirmed freeze or reporting duty is implemented and documented by authorised personnel. Staff do not release prohibited assets, substitute a group account or change payment descriptions to avoid the measure. A lawful route for correcting false matches is maintained.

6 Crypto transfer information

For transfers within the scope of Regulation 2023/1113, the sending and receiving providers obtain and retain the required originator and beneficiary information and transmit it securely at the required time. The information need not be published on the blockchain. Staff verify required data and manage missing or incomplete information under documented risk based procedures. The relevant self hosted address ownership or control assessment is performed for transfers exceeding EUR 1000, without treating that threshold as an exemption from other transfer information duties.

7 Suspicion and reporting

Staff promptly escalate reasonable grounds for suspicion to the reporting officer, who records the analysis and files reports with the competent financial intelligence unit when required. The entity follows the local rules governing execution, deferral, consent or prohibition and keeps applicable confidentiality and no tipping off restrictions. Reports are not disclosed to a customer through ordinary support messages. A transaction complaint is assessed separately and does not close the suspicion review.

8 Records and lawful use

The entity records identification evidence, risk assessments, decisions, transactions, transfer information, reports and training for the applicable statutory period, with access restrictions and deletion or restriction when retention ends. The country annex supplies exact periods, legal bases and any extension mechanism. Personal data collected solely for financial crime duties is not reused for unrelated advertising or profiling. The provider applies the cross border data transfer arrangements relevant to recipients.

9 Training assurance and remediation

Relevant staff receive role specific induction and periodic training, including sanctions ownership, crypto address analysis, source of funds, child account boundaries and protected reporting. Independent testing assesses actual operation of the controls, cases and record quality. Findings have owners and dates; repeated failures are escalated to the board. The entity measures decision quality and response time as well as alert counts.

10 Adoption and change

The board adopts this policy with the completed country and provider annexes and reviews material changes. Current national AML laws remain the operational basis until replacement provisions apply. Regulation 2024/1624 generally applies from 10 July 2027; its future requirements are tracked in a separate implementation record and are not described as already applicable to every activity in November 2026.

Schedule 1 Country and procedure annex

Complete obliged entity; MLRO and deputy; competent FIU; applicable laws and sanctions regimes; customer and beneficial owner evidence; risk methodology; enhanced diligence approval; transaction monitoring rules; travel rule counterparty channel; self hosted address assessment methods; reporting escalation; retention periods; audit and training calendar; legal update owner.

Case record: customer and transaction references; concern; evidence; analyst; decision and lawful basis; escalation; reporting reference where confidentially retained; implementation; review date. Public notices contain only the information lawfully relevant to the customer action.

Legal sources: F-S10, F-S24, F-S25. See the source register for instruments and scope.

F08 Conflicts Best Execution and Client Asset Policy

Controls for the combined issuer broker venue treasury and construction group model.

Applies to Directors compliance finance dealing and custody teams

Adoption Required or conditional according to the authorised services; complete firm specific venues accounts limits and reporting duties.

1 Governance and conflicts register

Each regulated provider maintains a register of conflicts between its clients, group entities, employees and other clients. The register specifically covers AG and AGi issuance, group bond distribution, exchange ownership, token holdings, project acquisitions, franchise fees, issuer remuneration and algorithm strategy selection. A responsible person approves controls and records residual risk. A conflicted decision maker does not approve their own transaction.

2 Prevention and separation

Controls include separate decision authority, restricted information access, independent asset admission, remuneration review, surveillance and escalation. The provider prioritises client interests where its duties require it. Disclosure is specific and timely when organisational measures cannot adequately manage a conflict; a generic group relationship statement is insufficient. The provider does not use disclosure or a customer checkbox to permit a legally prohibited activity.

3 Best execution framework

Where best execution applies, the firm defines relevant factors, normally including price, costs, speed, likelihood of execution and settlement, size and nature. For retail orders it assesses the required total consideration. The venue list and selection method reflect product liquidity and service design and are reviewed for material changes and at least annually as an internal standard. Related venues receive no automatic preference.

4 Order handling and consent

Orders are promptly recorded, handled fairly and allocated according to a predetermined method. Aggregation occurs only when permitted and not likely to disadvantage clients overall, with required disclosure and fair allocation of partial fills. Specific instructions are followed within legal and operational limits and their effect on execution is explained. Required policy and off venue consents are separately evidenced. Execution quality review uses actual outcomes and records remedial actions.

5 Inducements research and remuneration

Compliance reviews issuer commissions, rebates, referral fees, payments for routing, research arrangements and employee incentives against the rules applicable to the service. Payments are accepted, retained or rebated only where lawful and disclosed as required. A green project contribution, token allocation or franchise payment is assessed by substance. Staff must not present distribution remuneration as an independent investment recommendation.

6 Client assets and treasury

The provider identifies the legal owner and entitlement for every asset position and maintains the segregation required for funds, securities and crypto assets. Group treasury positions, including proprietary AG and AGi and bond holdings, remain distinct from customer entitlements. Customer assets do not fund group expenses, issuer liquidity, collateral or loan obligations without a separate legally valid arrangement that is permitted for the customer and service.

7 Books evidence and discrepancies

Staff maintain records sufficient to demonstrate each client entitlement against actual custody or settlement evidence and investigate discrepancies on the timetable required by law and the applicable custody arrangement. This is an internal integrity control and is not a precondition invented by the customer interface for every manual booking. Corrections identify source evidence, author, approver and prior entry; they do not erase history or represent an unsettled external movement as completed.

8 Corporate actions and personal dealing

The provider records distributions, voting instructions, conversions, redemptions and other rights against the legally entitled holder. Staff personal dealing rules address restricted instruments, approvals, monitoring and reporting. Inside information is shared only on a lawful need to know basis and appropriate insider lists are maintained. Neither employees nor group accounts may exploit unexecuted customer orders or confidential issue information.

9 Review reporting and responsibility

Compliance reviews complaints, execution outcomes, conflicts, segregation and incidents and reports material deficiencies to the accountable board. Regulatory transaction, market abuse and asset reports are made by the designated provider under the applicable regime. An outsourced technology connection does not shift accountability. Breaches receive remediation, customer redress where due and any required authority notification.

10 Adoption and disclosure

The board adopts this policy and the associated account, venue and conflict schedules. Clients receive the relevant summary before the service and material updates on a durable medium. Internal risk details remain in controlled records, while product specific conflicts and charges remain visible where they inform the actual customer decision. [CONTACT] receives questions and complaints under F09.

Schedule 1 Control schedules

Conflict register fields: activity; affected entities and clients; financial interest; information access; preventative control; accountable owner; independent approver; disclosure if necessary; residual risk; review date.

Execution schedule fields: product class; venues and intermediaries; factors and weighting; total cost method; specific instruction handling; consent; quality measures; review owner.

Asset schedule fields: owner; asset class; custody account or verified blockchain location; authoritative register; segregation basis; operational evidence; discrepancy procedure; approval mandate; regulatory reporting; return and insolvency treatment.

Legal sources: F-S01, F-S08, F-S09, F-S13, F-S15, F-S16. See the source register for instruments and scope.

F09 Financial Complaints and Customer Assessment Pack

Client complaints procedure and documented classification suitability and appropriateness process.

Applies to Financial customers support staff compliance and advisers

Adoption Required for relevant providers and services; country complaint deadlines and external bodies must be completed.

1 How to complain

A customer may complain without charge to [CONTACT] through the stated email, postal, telephone or accessible online channel. The provider accepts a complaint without requiring a technical form or legal terminology. Please give the service, transaction reference, concern and requested outcome; missing information does not prevent registration. The provider supplies a reference and confirms who is handling the case.

2 Investigation and response

The provider acknowledges promptly, assigns a competent person independent of the subject where practicable, preserves records and investigates fairly. It keeps the customer informed, gives a reasoned outcome and explains any redress and external referral route. For complaints within PSD2 Titles III and IV, the applicable response is normally within 15 business days, with the legally permitted exceptional holding response and final response no later than 35 business days. Other services use the completed local statutory deadline.

3 Escalation and records

An unresolved customer may refer the matter to the competent dispute body or court identified in the provider schedule. The procedure does not remove statutory time limits or court rights and does not impose a universal arbitration clause on consumers. Complaints about a tied agent are routed to the responsible principal while preserving the customer original receipt date. Management reviews recurring causes and remediation, and keeps records for the applicable period.

4 Client classification form

Record customer identity; country; individual or entity status; service; proposed category; legal criterion; supporting evidence; assessor; decision date and notice supplied. Retail status applies unless a lawful alternative is evidenced. For elective professional status obtain a written request, assess the applicable qualitative and quantitative criteria, give a written explanation of lost protections, and obtain the separate acknowledgement required by law. Classification is not a waiver of provider duties.

5 Suitability information form

For advice or management record the customer objectives, intended holding period, liquidity needs, regular income and assets, commitments and ability to bear loss, knowledge and experience, risk tolerance and relevant sustainability preferences. Ask about products and transactions actually understood. Verify consistency and resolve material gaps. A suitability report identifies the recommendation and explains how it meets the information gathered. Review frequency and change notification are documented for ongoing services.

6 Appropriateness information form

For the relevant nonadvised service collect product specific knowledge and experience, relevant transaction history, education and occupation where relevant. Record the assessment and result. If the law requires a warning or prevents proceeding on inadequate information, apply it to the affected service and preserve its evidence. Do not replace this process with a platform wide banner. Use an execution only exception only after documenting each legal condition.

7 Mandate and product acceptance

The client receives the selected service agreement, fee disclosure, execution information, asset or product documents and material conflicts before acceptance. Confirm the individual who has authority to act and any joint approval rule. Record document versions and time of delivery. Customer acceptance of risks does not certify that the product is suitable, remove issuer disclosure liability or authorise unselected portfolio management.

8 Human assistance and fair design

The customer can obtain the required explanations and human assistance through the stated channel, including where online tools are used in a distance financial contract. Design choices must not conceal charges, impair withdrawal or steer a customer to surrender protections. Tower 27 child profiles are separated from financial promotions and adult financial onboarding under the platform child policy. Accessibility needs receive an appropriate service route.

9 Withdrawal record

Where withdrawal rights apply, the provider supplies the legal period, method, address and effect and the required online withdrawal function. A withdrawal receipt records customer, contract, submission date and time and is supplied on a durable medium. Product specific market fluctuation exceptions and sector specific rules are applied accurately; neither a blanket right to reverse every executed trade nor a blanket exclusion of all financial withdrawal rights is used.

10 Approval and ownership

The responsible provider compliance officer approves the completed forms and country annex. Staff record decisions rather than merely collecting signatures. Quality review samples actual outcomes and ensures a classification, assessment or complaint is not closed solely because an automated system produced a score. The board receives material findings and customer redress is tracked to completion.

Schedule 1 Completed provider and complaint annex

Provider legal name; relevant agent; complaint contacts and accessibility support; applicable laws; acknowledgement target; final response deadline by service; external dispute body with contact and eligibility; retention period; appeal and court information; accountable officer.

Schedule 2 Record templates

Assessment reference; customer and service; evidence; assessor; decision and reasons; documents supplied; any required customer acknowledgement; approval; next review.

Complaint reference; received date and original channel; related provider and service; issue; evidence; investigator; customer updates; decision; remedy; external escalation information; response date; remediation owner and completion.

Legal sources: F-S01, F-S03, F-S06, F-S08. See the source register for instruments and scope.

F10 Financial Operational Resilience and Orderly Exit Policy

Governance of ICT providers incidents continuity and return of client assets.

Applies to Financial entity boards technology teams operations and critical suppliers

Adoption Required or conditional under DORA and the applicable sector regime; combine with detailed service inventories and tested procedures.

1 Accountability and inventory

Each regulated entity records its ICT supported functions, information assets, systems, service providers, locations, dependencies and criticality. The management body approves risk tolerance, responsibilities and resources and retains oversight when technology is supplied by an AVIS affiliate. A contract between group companies is documented with the same clarity of duties, access and exit rights as another material service.

2 Service contracts

Contracts describe services, security standards, data locations, availability and recovery objectives, incident assistance, cooperation with authorities, access to records and applicable audit rights. They address subcontracting, material changes, termination, data return, portability and exit assistance. Where DORA applies, the entity completes the mandatory terms appropriate to the function and maintains its information register. A supplier marketing assurance is not a substitute for enforceable contract terms.

3 Access and change control

Access is proportionate to role and regularly reviewed; production changes have accountable approval, testing and rollback arrangements. Privileged actions affecting funds, instruments, token supply or custody are logged and independently controlled. Recovery credentials are protected and recoverable through the approved custody method. The policy states functional security outcomes and does not require a particular brand or hardware product.

4 Incidents and notifications

Staff classify incidents, preserve evidence, contain impact and restore the affected function with accountable coordination. The entity applies the actual notification thresholds and time limits for its regulator and data protection duties, using a maintained regulatory timetable. Customers receive timely, accurate information relevant to affected services, assets and protective steps. Diagnostic details remain in the appropriate operational channel and do not create unrelated interface notices.

5 Continuity and testing

The entity maintains scenario based plans for key loss, compromised credentials, cloud or RPC outage, corrupt records, unavailable correspondent, venue disruption and provider failure. Testing verifies restoration of client entitlements and transaction status, not only server availability. Recovery objectives are recorded and consistent with customer and regulatory commitments. Independent assurance and any required advanced testing are scheduled according to the entity scope and risk.

6 Exit and client asset return

An orderly exit plan identifies decision triggers, accountable directors, funding, communications, open order treatment, record retention and the process to return money, securities and crypto entitlements to verified customers or permitted receiving providers. The plan protects clients from avoidable economic harm and preserves complaints and legal claims. Exit does not allow an affiliate to absorb client property or delete a ledger discrepancy.

7 Financial and operational resources

The entity documents resources required to maintain critical functions and statutory capital or insurance arrangements applicable to its permissions. The board monitors breaches and remediation. Group token valuations, unplaced bonds and expected project financing are not assumed to be immediately available cash for operating continuity without evidence of liquidity and legal availability.

8 Adoption and review

The board approves the inventory, contract gap register, incident timetable, testing plan and exit plan with named owners and dates. Material outsourcing or product changes trigger review. The policy operates alongside the applicable regulator reporting forms and technical standards; it does not replace their detailed content. Evidence of tests and corrective actions is retained and available to authorised reviewers.

Schedule 1 Operational annex

Complete regulated entity; systems and functions; critical suppliers and locations; contracts and subcontracts; service and recovery objectives; incident severity criteria; notification deadlines and recipients; customer communications; testing schedule; exit destination criteria; liquidity resources; records custodian; accountable board members.

Exercise record: scenario; scope; participants; expected outcome; actual recovery and entitlement verification; problems; owner; remedial deadline; independent confirmation.

Schedule 2 ICT supplier contract addendum

This addendum forms part of the service agreement between [FINANCIAL ENTITY] and [ICT SUPPLIER] dated [COMPLETE]. It applies to the functions and services in the attached service inventory and prevails over conflicting supplier standard terms to the extent needed to fulfil the duties allocated here. The parties record whether each function is critical or important, permitted subcontracting, service countries, processing and storage locations, service levels and recovery objectives. Both parties sign and retain the complete agreement and schedules on a durable medium.

The supplier shall deliver the described services against the agreed measurable service levels, protect availability, authenticity, integrity and confidentiality of data, and implement the documented security and continuity measures. It shall notify the financial entity in advance of a proposed location change and material subcontracting change, and in sufficient time for the financial entity to assess the effect and exercise the agreed objection or termination rights. Subcontracting does not remove the supplier contractual responsibility.

The supplier shall provide timely information about any development that may materially affect the agreed service and shall assist with an ICT incident affecting the entity at no additional cost or at the cost specified in advance in the fee schedule. It shall preserve relevant evidence, provide the information needed for lawful reporting, cooperate with the entity competent and resolution authorities and their appointed persons, and participate in agreed security awareness and digital resilience training arrangements.

The supplier shall ensure the entity can access, recover and obtain its personal and nonpersonal data in an accessible format in the event of supplier insolvency, resolution, discontinuation or termination. It shall maintain and test the agreed continuity arrangements and cooperate with required resilience testing, including threat led penetration testing where applicable. For services supporting critical or important functions, the entity, its appointed auditors and competent authorities have the effective access, inspection and audit rights required by DORA, including access to relevant premises, systems, information and documentation. Alternative assurance methods may be agreed only where legally sufficient and may not prevent the exercise of mandatory supervisory rights.

The financial entity may terminate on the grounds required by applicable law, including material breach, circumstances materially impairing performance, material security or risk management weaknesses, or impaired effective supervision. The contract shall specify appropriate notice periods and a sufficient mandatory transition period for critical or important services. During transition the supplier shall continue the agreed services and cooperate with migration to another provider or internal operation, transfer the relevant data and records, and protect confidentiality. Fees, migration assistance, retention, lawful deletion and evidence of completion are specified in the exit schedule.

Complete before signature: precise services; criticality; data categories and locations; subcontractors and change notice; measurable service levels; incident assistance and fees; audit scope and practical arrangements; testing and training; termination notice; transition duration and support; data return format; security contacts; governing law; authorised signatures and date.

Legal sources: F-S14, F-S08, F-S09. See the source register for instruments and scope.

Source register

References were reviewed on 25 November 2026. National implementation, territorial scope and the actual service determine applicability. The provisions below support legal requirements; negotiated commercial terms and proposed operating commitments are drafting choices.

F-S01 MiFID II Directive 2014 65 EU

Articles 16 17 23 to 29 and Annexes I and II

Investment services organisational and client protection duties; apply the current national implementation and service scope.

Open source eur-lex.europa.eu

F-S02 German WpIG section 3

Section 3 paragraph 2

Tied agent activity is attributed to the liable investment firm and requires the statutory notification; it is not a general independent investment firm permission.

Open source www.gesetze-im-internet.de

F-S03 Payment Services Directive 2015 2366

Articles 52 54 55 64 to 92 and 101

Framework terms unauthorised payment protection and complaint times; national implementation and scope matter.

Open source eur-lex.europa.eu

F-S04 Capital Requirements Directive 2013 36

Article 9

Taking deposits or other repayable funds from the public has its own authorisation perimeter and statutory exceptions.

Open source eur-lex.europa.eu

F-S05 Deposit Guarantee Schemes Directive 2014 49

Recital 29 Articles 5 and 6 Annex I

Deposit guarantee eligibility and disclosures must be distinguished from electronic money and safeguarding.

Open source eur-lex.europa.eu

F-S06 Distance Financial Services Directive 2023 2673

Amended Consumer Rights Directive Articles 11a and 16a to 16e and application provision

National measures apply from 19 June 2026; withdrawal explanations online function and fair interface requirements subject to sector rules and exceptions.

Open source eur-lex.europa.eu

F-S07 ESMA Crypto Asset Financial Instrument Guidelines

Guidelines 1 to 9

Classification depends on rights and substance; tokenising a financial instrument does not change that classification.

Open source www.esma.europa.eu

F-S08 Markets in Crypto Assets Regulation 2023 1114

Articles 2 3 48 to 50 59 to 82 and 86 to 92

Issuer and service permissions differ; EMT classification and issue redemption requirements; client protection governance and market integrity.

Open source eur-lex.europa.eu

F-S09 ESMA MiCA Article 75 custody

Article 75

Custody agreement content records segregation statements rights administration return and attributable loss duties.

Open source www.esma.europa.eu

F-S10 Transfer of Funds Regulation 2023 1113

Articles 14 to 21

Crypto transfer information and self hosted address controls; the EUR 1000 assessment is not a general exemption.

Open source eur-lex.europa.eu

F-S11 ESMA Prospectus Regulation Article 3

Article 3 as amended

Current exemption thresholds and national choices require an offer specific analysis; public offer and regulated market admission are distinct tests.

Open source www.esma.europa.eu

F-S12 EBA Opinion on MiCA and PSD2 transition

12 February 2026 Opinion and linked EBA OP 2026 01

Certain EMT custody or transfer services engage payment services rules; supervisory transition conditions are not a blanket exemption.

Open source www.eba.europa.eu

F-S13 ESMA MiCA Article 76 trading platforms

Article 76 especially paragraphs 5 and 6

Own account trading prohibition on the operator platform and conditions for matched principal trading.

Open source www.esma.europa.eu

F-S14 Digital Operational Resilience Act 2022 2554

Articles 2 5 to 16 17 to 23 24 to 27 and 28 to 30

DORA applies according to entity scope; ICT risk incident management testing and contractual requirements.

Open source eur-lex.europa.eu

F-S15 Market Abuse Regulation 596 2014

Articles 8 10 12 14 to 19

Securities market abuse and disclosure requirements subject to scope; use alongside MiCA market abuse rules for relevant crypto assets.

Open source eur-lex.europa.eu

F-S16 ESMA MiCA proprietary trading question 2293

European Commission answer to question 2293

Clarifies own account activity and the trading platform restriction; a service involving clients can require CASP permission.

Open source www.esma.europa.eu

F-S17 ESMA Listing Act implementation statement

18 February 2026 statement

Prospectus amendments and transitional document treatment must be checked against the current issue timetable.

Open source www.esma.europa.eu

F-S18 European Green Bond Regulation 2023 2631

Articles 3 to 15 and Annexes I to IV

Regulated EuGB designation allocation review and reporting requirements; not every green labelled bond is an EuGB.

Open source eur-lex.europa.eu

F-S19 ESMA EU Green Bond Regulation guidance

Issuer publication and notification requirements

Operational guide to factsheet external review allocation impact and ESMA notifications.

Open source www.esma.europa.eu

F-S20 SEC Rule 144A compliance guide

Rule 144A discussion

Rule 144A is a safe harbour for eligible resales to qualifying institutional buyers subject to its conditions.

Open source www.sec.gov

F-S21 US Securities Act Regulation S

Rule 901 and linked Regulation S provisions

Offshore securities offering rules and applicable distribution restrictions require a separate transaction analysis.

Open source www.ecfr.gov

F-S22 SEC Guide to Broker Dealer Registration

Broker dealer registration and Regulation ATS

US securities venue and intermediary requirements are distinct from an offering exemption; assess current applicable rules.

Open source www.sec.gov

F-S23 FCA Cryptoasset Firms Marketing to UK Consumers

Financial promotions routes including overseas firms

UK promotions require an applicable lawful route; an EEA permission does not itself supply it.

Open source www.fca.org.uk

F-S24 EU Anti Money Laundering Directive 2015 849

Articles 8 13 18 20 33 39 40 and 46

Use current national implementation for diligence reporting confidentiality record keeping and training.

Open source eur-lex.europa.eu

F-S25 EU Anti Money Laundering Regulation 2024 1624

Article 90

Main application begins 10 July 2027 with specified later categories; distinguishes future implementation from current law.

Open source eur-lex.europa.eu

F-S26 ESMA Statement on the End of MiCA Transitional Periods

17 April 2026 statement

Maximum EU CASP transition ended 1 July 2026; current permissions need evidence as of November 2026.

Open source www.esma.europa.eu

F-S27 Uploaded Effecta and Revnex Securities Intermediation Agreement

Pages 1 to 5 and 8; clauses 1.1 to 1.3 2.13 2.14 3.9 and 4.1

The named parties and limited tied agent scope are established by the supplied text; page 8 visually contains signature marks and 2023 timestamps. The group separately confirms Effecta is its financial company. The supplied agreement alone is not an exhaustive statement of Effecta current licence scope.

User supplied PDF 2023-09-28+Wertpapiervermittlungsvereinbarung+revnex+GmbH+04.10.2023+15.02.pdf

F-S28 Effecta published legal notice

Identity permission description institution number and client asset restriction

Company primary disclosure lists intermediation and advice and a restriction on possession of client money or securities; it does not establish a restriction on every proprietary holding or technical activity.

Open source www.effecta.gmbh

F-S29 Effecta published intermediation terms

Section 1

Company primary client terms restate its disclosed service scope and client asset limitation. Current signed provider documentation and authoritative licence extract should be reconciled with any broader requested service.

Open source www.effecta-gmbh.de

F-S30 Central Bank of Tunisia banking supervision

Approval and exercise conditions under Law 2016 48

Official description of approvals and their conditions; not evidence of the stage or scope of the user specific licence.

Open source www.bct.gov.tn

F-S31 AFM Effecta investment firm register

Incoming EEA passport record last shown updated 29 September 2026

Corroborates a Netherlands passport record for Effecta. This country record is not treated as the full German or global permission inventory.

Open source www.afm.nl