TERMS AND CONDITIONS OF THE ALLUNITY E-MONEY TOKEN
(the "SEKAU Terms")

The rights and obligations attached to a SEKAU are set out in these SEKAU Terms which are available on the website of AllUnity under https://allunity.com/terms-and-conditions or a website subsequently designated for that purpose.

By obtaining, holding or using SEKAU a SEKAU Holder (as defined below) accepts and agrees to these SEKAU Terms. A SEKAU Holder (as defined below) who does not accept and agree to these SEKAU Terms may not use SEKAU.

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

1 Issuer, Status, Denomination, Issuance

1.1 Issuer: SEKAU is issued by AllUnity GmbH, a limited liability company, registered under the commercial register of the local court of Frankfurt am Main under registration no. HRB 134001 and established under the laws of the Federal Republic of Germany, with its registered office at Sandweg 94, 60316 Frankfurt am Main, Federal Republic of Germany (the "Issuer").

1.2 Status: SEKAU is an e-money token ("EMT") for purposes of Articles 3(1)(7), 48 et seq. Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, as amended from time to time ("MiCAR").

1.3 Denomination: SEKAU is denominated in swedish krona with one swedish krona equal to one SEKAU. Each SEKAU has a par value of one.

1.4 Issuance of SEKAU: Pursuant to Article 49 MiCAR, the Issuer is obliged to issue SEKAU at par value upon receipt of funds. For these purposes, SEKAU has a register on the relevant blockchain on which it is issued containing all transfers of SEKAU. Issuance of SEKAU is effected by way of registration of SEKAU upon initiation of the Issuer under the blockchain address of the initial purchaser (or its custodian) on the relevant blockchain on which SEKAU is being issued. The Issuer issues SEKAU only to a blockchain address of a Verified Institution.

1.5 "Verified Institution" means any institution admitted by the Issuer for the initial purchase of SEKAU after the successful completion of the Issuer's onboarding process for verified institutions (including a corresponding due diligence and KYC/AML processes). A list of Verified Institutions is set out under https://allunity.com/verified-institutions or a website subsequently designated for that purpose.

2 SEKAU Holders' Right of Redemption

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

2.2 Redemption Policy: The right of redemption of a SEKAU Holder is subject to the conditions for redemption set out in the SEKAU redemption policy published by the Issuer from time to time under https://allunity.com/redemption-policy or a website subsequently designated for that purpose (the "Redemption Policy").

The Redemption Policy reflects the Issuer's obligation to comply with mandatory legal and regulatory requirements in connection with the redemption of SEKAU, notably Issuer's the obligation to comply with anti-money laundering, anti-terrorist financing and sanctions requirements. These compliance obligations consist of, in particular, the verification by the Issuer based on information provided by the SEKAU Holder and external sources of (i) the identity of the holder and beneficial owner of the SEKAU subject to redemption, (i) the source of funds and wealth (including the SEKAU subject to redemption) of the SEKAU Holder and (iii) control over the sender wallet by the SEKAU Holder as well as the conducting of sanctions checks according to, including but not limited to, applicable European and US sanctions with regard to the holder and the beneficial owner of the SEKAU subject to redemption.

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

3 Availability and Transfers

3.1 Availability of SEKAU: The availability of SEKAU depends on the availability of the blockchain on which SEKAU is being issued. Availability of SEKAU may therefore be limited to the extent that any such blockchain is not available and/or access to any such blockchain or wallets or other technical equipment to access SEKAU is unavailable due to planned downtime or caused by circumstances beyond the Issuer or the SEKAU Holder's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving the User's employees), internet service provider failure or delay, or denial of service attack.

3.2 Transfers: A SEKAU Holder may transfer a SEKAU (in whole or in fractions of 1/100) to a third party transferee by sending a SEKAU to the third party transferee's blockchain address.

As a consequence of any such transfer to a third party transferee's blockchain address, the transferring SEKAU Holder may lose access and any entitlements to any such SEKAU permanently. Such a permanent loss of access and/or entitlement may occur, if (i) the transferee's blockchain address is entered incorrectly and/or the person controlling such blockchain address cannot be discovered, (ii) the (new) SEKAU Holder does not have or loses the private key associated with such blockchain address, (iii) the blockchain address belongs to an entity that will not return the SEKAU, or (iv) the blockchain address belongs to an entity that may return the SEKAU but requires further actions on its part, such as verification of the identity of the SEKAU Holder.
Any such transfer and instructions relating thereto is the sole responsibility of the SEKAU Holder. Accordingly, the Issuer has no responsibility or obligation to track, verify or

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

3.3 No Transfers to Blacklisted Blockchain Addresses: Transfers to a Blacklisted Blockchain Address are not permitted. These transfers are invalid.

"Blacklisted Blockchain Address" means any blockchain address that is in violation of the SEKAU Terms and/or compliance obligations the Issuer is subject to, such as anti-money laundering and sanctions obligations.

3.4 Blocking of SEKAU: The Issuer reserves the right to block a transfer of a SEKAU to or from a Blacklisted Blockchain Address (and each such SEKAU a "Blocked SEKAU"). In certain circumstances, the Issuer may report the (attempted) transfer of a Blocked SEKAU to the relevant authorities. The Issuer may also be required by law to surrender the reserves of the SEKAU (the "SEKAU Reserves") related to a Blocked SEKAU to the relevant authorities. The relevant SEKAU Holder may forfeit any rights associated with any such Blocked SEKAU, including the right to redeem and/or transfer any such Blocked SEKAU, if the Issuer is prohibited or required to by governmental or judicial orders or by law, in particular under compliance obligations the Issuer is subject to, such as anti-money laundering and sanctions obligations, from satisfying such rights of the SEKAU Holder.

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

4 No Lien or Equity Interest

The holding of SEKAU will not result in (i) the creation or imposition of any lien or other encumbrance on any of the Issuer's property, assets or revenues; or (ii) the creation of any equity or ownership interest in the Issuer.

5 Representations and Undertakings of the SEKAU Holders

A SEKAU Holder is subject to the following undertakings:

5.1 Compliance with SEKAU Terms: The SEKAU Holder is holding and using SEKAU in compliance with the SEKAU Terms.

5.2 Code of Conduct: The SEKAU Holder complies, and will comply, with the SEKAU Code of Conduct (attached to these SEKAU Terms).

5.3 Information: Any information provided to the Issuer is correct and complete. The SEKAU Holder will promptly provide the Issuer with all information reasonably requested by the Issuer, including any such information to enable the Issuer to comply with applicable law or any request from any regulatory or other governmental authority.

5.4 Declarations: All declarations and other actions made via the SEKAU Holder's blockchain address relating to SEKAU are attributed to it. The Issuer is entitled to rely on any declaration or other action made via the SEKAU Holder's blockchain address relating to SEKAU to have been made by it (or, in case of legal entities on its behalf by a properly authorized representative).

5.5 Liability of the Issuer: The liability of the Issuer is limited as set out in Clause 6 (Liability) below.

5.6 Use of SEKAU: The SEKAU Holder is solely responsible for the use of SEKAU (and the merchantability and fitness for a particular purpose of SEKAU) and all claims, issues, cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received, or transactions entered into involving SEKAU.

5.7 Intellectual Property Rights: The SEKAU Holder is the sole responsibility of the SEKAU Holder that the SEKAU Holder's use of SEKAU, the software required to hold and/or transfer SEKAU or its content will not infringe the rights of third parties.

6 Liability

6.1 Issuer Liability: The Issuer is liable to a SEKAU Holder only in cases of intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit) and culpable bodily harm (damage to life, body or health) by its legal representatives or vicarious agents (Erfüllungsgehilfen).

6.2 Liability for Simple Negligence: If the Issuer or its legal representatives or vicarious agents (Erfüllungsgehilfen) violate an 'essential contractual obligation' (wesentliche Vertragspflicht), the Issuer is liable to a SEKAU Holder also for simple negligence (einfache Fahrlässigkeit).

An 'essential contractual obligation' is an obligation which enables the proper performance and execution of the Agreement and on which each Party relies on the counterparty to comply with, and the breach of which endangers the achievement of the purpose of the agreement. In cases of simple negligent violation of an essential contractual obligations, the Issuer`s liability is limited to foreseeable damages typical for this type of agreement.

6.3 Limitation of Liability: The liability of the Issuer pursuant to paragraph (2) of this Clause 6 (Liability) is limited to a total amount per annum of the lower of 0.1% of the total par value of outstanding SEKAU and SEK 5.000.000.

6.4 Consequential Damages: In case of paragraph (2) of this Clause 6 (Liability), the Issuer is not liable for consequential damages (including loss of profits).

6.5 Punitive Damages: The Issuer is not liable for punitive damages.

6.6 Force Majeure: The Issuer is not responsible and assumes no liability for damages due to force majeure (höhere Gewalt) or events beyond AllUnity's reasonable control.

6.7 Representatives and Employees: Any such limitation of liability of the Issuer shall apply mutatis mutandis to the liability of the legal representatives, employees and authorised representatives of the Issuer.

6.8 Mandatory Liability: The above limitations of liability are not applicable in cases of mandatory statutory liability (in particular under MiCAR including the liability of the Issuer and the members of its administrative, management or supervisory body (as applicable) to a SEKAU Holder pursuant to Article 52 MiCAR).

7 Notifications

7.1 Notifications to the Issuer: Notifications of SEKAU Holders to the Issuer about any legally binding declarations are to be made in writing via (i) e-mail to support@allunity.com or such other e-mail address as published by the Issuer on its website for these purposes, (ii) any communication tool provided by the Issuer on its website or (iii) in any event by post to the registered office of the Issuer at Sandweg 94, 60316 Frankfurt am Main, Federal Republic of Germany (as set out in the relevant company's register of the Issuer or published by the Issuer on its website). Any such notifications shall be in the English or the German language.

7.2 Notifications to the SEKAU Holders: Notifications by the Issuer in respect of SEKAU shall be made by notification in text form, as the case may be and the Issuer deems appropriate:

(i) via a non-fungible token (NFT) to a SEKAU Holder's wallet and/or

(ii) published by the Issuer (a) on the Issuer's website [insert website] or a website subsequently designated for that purpose and/or (b) in the German Federal Gazette (Bundesanzeiger) or such other newspaper of widespread publication. Notifications published by the Issuer shall be deemed valid as of the third (3rd) day after the date on which they are published.

8 Suspension of SEKAU

8.1 Suspension of SEKAU: The Issuer may take one or more of the following measures in respect of a SEKAU and/or a SEKAU Holder, as the case may be, upon becoming aware of any of the Reasons for Suspension.

(i) Warn other SEKAU Holders.

(ii) Notify relevant authorities in respect of the occurrence of any Reason for Suspension and disclose all relevant information relating thereto.

(iii) Block (temporarily or permanently) transfers of any affected SEKAU (in particular with regard to any Blocked SEKAU.

(iv) Block (temporarily or permanently) access of any relevant SEKAU Holder to any one or more SEKAUs.

(v) Withhold redemption of a SEKAU.

(vi) Cancel the redemption claim in respect of a SEKAU or a SEKAU Holder.

(vii) Take such other (temporary or permanent) measure as the Issuer considers reasonable under the circumstances.

The occurrence of any of the following constitutes a "Reason for Suspension":

(i) Any violations of compliance obligations in respect of anti-money laundering, anti-terrorist financing or sanctions applicable to the Issuer, SEKAU and/or the relevant SEKAU Holder.

(ii) Any material violation of these SEKAU Terms.

(iii) Any use of SEKAU in violation of applicable statutory provisions or governmental or court orders.

(iv) To give effect to any order from a regulatory or judicial authority having jurisdiction over the Issuer and/or SEKAU.

(v) Any use of SEKAU that may otherwise damage or adversely affect the Issuer's reputation.

(vi) Any other material reason (wichtiger Grund).

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

(i) Protect other SEKAU Holders from fraudulent activities or activities in violation of statutory provisions.

(ii) Protect legitimate interests of the Issuer.

(iii) Preserve the security or integrity of SEKAU.

(iv) Ensure orderly market conditions.

(v) Ensure compliance with any law applicable to the Issuer, SEKAU or the relevant SEKAU Holder.

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

8.4 Notification of SEKAU Holders: The Issuer shall use reasonable efforts to notify the relevant SEKAU Holder. For these purposes the Issuer may use any form of notification set out Clause 7 (Notifications). The Issuer may also use any other form of notification as the Issuer considers reasonable.

9 Term and Termination

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

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

9.3 Termination by the Issuer with Immediate Effect: The Issuer may at any time terminate these SEKAU Terms with immediate effect with regard to any one or more SEKAU and/or any one or more SEKAU Holder in the following events:

(i) Any Reason for Suspension to the extent it is comparable to a material reason (wichtiger Grund).

(ii) Termination of the Issuer's SEKAU issuing activities.

(iii) Transfer of the Issuer's SEKAU issuing activities (including, but not limited to, to enable the Issuer to replace and/or redeem and issue new identical SEKAUs in situations where a transfer requires the consent of all SEKAU Holders).

(iv) To give effect to any order by a competent regulatory or judicial authority.

(v) Any other material reason (wichtiger Grund).

9.4 Form of Termination Notice: Any notice for purposes of this Clause 9 (Term and Termination) is to be given in accordance with Clause 7 (Notifications). The Issuer shall also publish the method and timeline for redemption of the affected SEKAU in accordance with Clause 7 (Notifications).

9.5 Expiry of Claims: Any claim for redemption expires [three (3) years] after the end of the calendar year in which the termination becomes effective.

10 Amendments

10.1 Amendments: Any amendment to these SEKAU Terms will be offered by the Issuer to the SEKAU Holders in writing at least [two (2)] months before the proposed effective date (the "Amendment Effective Date") in accordance with Clause 7 (Notifications).

The Issuer may make the further use of SEKAU dependent on the SEKAU Holder's consent to the amended SEKAU Terms.

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

10.3 Deemed Consent by the SEKAU Holder: If the SEKAU Holder has not rejected the proposed amendment before the Amendment Effective Date, the SEKAU Holder shall be deemed to have accepted any such proposed amendment (deemed consent) only in respect of an amendment that is made to restore conformity of the provisions with legal or regulatory requirements given that such provision is no longer in conformity with the legal or regulatory requirements including due to (i) a change in law or (ii) as a consequence of a final judicial decision (including by a court of first instance) or (iii) due to a binding order from a national or international authority competent for the registry authority.

10.4 Exclusion of Deemed Consent: Deemed consent pursuant to paragraph (3) above does not apply to:

(i) Amendments to this amendment clause.

(ii) Amendments relating to the principal obligation of the SEKAU Terms, i.e. the redemption obligation of SEKAU pursuant to paragraph (1) and (2) of Clause 2 (SEKAU Holders' Right of Redemption) as well as the transfer mechanism pursuant to Clause 3 (Availability and Transfers).

(iii) Amendments that would have the equivalent effect of entering into a new agreement.

(iv) Amendments that would significantly modify the agreed allocation of costs and benefits for the performance of the principal obligation by the Issuer and any fees payable therefore significantly to the advantage of AllUnity.

In such cases, the Issuer will obtain the SEKAU Holder's consent to the amendments by other means.

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

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

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

11 Substitution of the Issuer

11.1 Right of Substitution: The Issuer is entitled at any time, without the consent of the SEKAU Holders, to substitute it as issuer with another entity as issuer (the "Successor Issuer") with respect to all obligations arising out of or in connection with the SEKAU provided that:

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

(ii) all measures, conditions and steps that must be taken, performed and executed (including obtaining necessary licenses and consents) to ensure that the Successor Issuer may effectively redeem and issue SEKAU have been taken, performed and executed;

(iii) the Successor Issuer has undertaken to indemnify and hold each SEKAU Holder harmless for all taxes, levies, assessments or official fees imposed on the SEKAU Holder as a result of the replacement of the Issuer by the Successor Issuer; and

(iv) (a) the Issuer has guaranteed all obligations of the Successor Issuer arising out of SEKAU for the benefit of the SEKAU Holders and the wording of this guarantee has been disclosed in accordance with Clause 7 (Notifications) or (b) the Successor Issuer has become the holder of the Reserve Assets.

11.2 Notification of Substitution: The substitution of the Issuer will be notified in accordance with Clause 7 (Notifications). Upon effective replacement of the Issuer pursuant to this Clause 11 (Substitution of the Issuer), the Successor Issuer shall assume the position of the Issuer in all respects and the Issuer shall[, subject to paragraph (1)(v) of Clause 11 (Substitution of the Issuer), be released from all obligations arising out of or in connection with SEKAU.

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

12 Governing Law; Jurisdiction

12.1 Governing Law: These SEKAU Terms (and all non-contractual rights and obligations arising under or in connection therewith) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

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

If the SEKAU Holder is a merchant (Kaufmann) and if the potential dispute is attributable to the conduction of your trade or any business activity, the exclusive place of jurisdiction for disputes arising out of or in connection with these SEKAU Terms and/or SEKAU (including all disputes with regard to non-contractual rights and obligations arising out of or in connection with these SEKAU Terms and/or SEKAU) shall be Frankfurt am Main, Federal Republic of Germany.

SEKAU CODE OF CONDUCT

1. Compliance with Law: The SEKAU Holder is holding and using SEKAU in compliance with Applicable Law (including MiCAR). It will comply with all laws applicable to it.

2. Technical Prerequisites: The SEKAU Holder will implement, operate and maintain at its own expense all technical prerequisites (hardware, software and telecommunications), including a wallet, to hold and use SEKAU in accordance with the SEKAU Terms.

3. SEKAU Access: Access to the blockchain address of the SEKAU Holder and confidentiality of information relating thereto, is the sole responsibility of the SEKAU Holder (and not the responsibility of the Issuer). The SEKAU Holder will inform the Issuer without undue delay if it has reason to believe that an unauthorised third party has access to its blockchain address relating to The SEKAU Holder.

4. Natural Persons: If the SEKAU Holder is a natural person, it is 18 years of age or older.

5. No Restricted Person: The SEKAU Holder is not a restricted person, listed on the sanctions list of the Federal Republic of Germany, the European Union, the United States of America (including any list of the Office of Foreign Assets Control (OFAC)), the United Nations, and is not holding SEKAU on behalf of such a restricted person.

6. No Illegal Activity: The SEKAU Holder is not, and will not be, using SEKAU for any anti-money laundering, anti-terrorist financings or any other illegal activity, including but not limited to: human trafficking, production and trade of controversial weapons and ammunition, illegal (online-)gambling, production and trade of narcotics (including cannabis industry), red-light district and adult entertainment, production and trade of nuclear fuels and dual-use technologies.

7. No Breach of Law: The SEKAU Holder will not use SEKAU in a manner that causes, or would cause, the Issuer to be in breach of any law applicable to the Issuer or that is, or would be, in violation of any law or regulation or rights of any person, including but not limited to intellectual property rights. It will not use SEKAU in a manner that damages or adversely affects the reputation of the Issuer.

8. No Reverse Engineering: The SEKAU Holder will not disassemble, decompile, reverse engineer, or use any other means to attempt to discover any code or underlying ideas, algorithms or organization of SEKAU or any smart contracts relating thereto or part thereof.

9. Review of Issuer's Website: It will review the Issuer's website on a continuous basis in respect of information relevant to SEKAU, including but not limited to any notifications, amendments to the whitepaper and amendments to the SEKAU Terms.

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