XAN WHITE PAPER

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01	Date of Notification	This crypto asset white paper ("**White Paper**") was notified to the Central Bank of Ireland on 2025-08-22.	

02	Statement in Accordance with Article 6(3) of Regulation (EU) 2023/1114	This White Paper has not been approved by any competent authority in any Member State of the European Union. The offeror ("**Offeror**") of the crypto-asset is solely responsible for the content of this crypto-asset white paper.
03	Compliance Statement in Accordance with Article 6(6) of Regulation (EU) 2023/1114	This White Paper paper complies with Title II of Regulation (EU) 2023/1114 and, to the best of the knowledge of the management body, the information presented in the crypto-asset white paper is fair, clear and not misleading and the crypto-asset white paper makes no omission likely to affect its import.
04	Statement in Accordance with Article 6(5), points (a), (b), (c) of Regulation (EU) 2023/1114	The crypto asset referred to in this white paper ("**Token**") may lose its value in part or in full, may not always be transferable and may not be liquid.
05	Statement in Accordance with Article 6(5), point (d) of Regulation (EU) 2023/1114	The Token may not be exchangeable against the good or service promised in the crypto-asset white paper, especially in the case of a failure or discontinuation of the crypto-asset project.
06	Statement in Accordance with Article 6(5), points (e) and (f) of Regulation (EU) 2023/1114	The Token is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council. The Token is not covered by the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.

SUMMARY		
07	Warning in Accordance with Article 6(7), Second Subparagraph of Regulation (EU) 2023/1114	**WARNING** This summary should be read as an introduction to the White Paper. The prospective holder should base any decision to purchase this crypto asset on the content of the White Paper as a whole and not on this summary alone. The offer of this Token does not constitute an offer or solicitation to purchase financial instruments, or an admission to trading of financial instruments and any such offer, solicitation, or admission can be made only by means of a prospectus or other offer documents pursuant to the applicable national law. This White Paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council or any other offer document pursuant to Union or national law.
08	Characteristics of the Crypto-Asset	▪ The Token is a fungible token issued on the Ethereum blockchain based on the ERC-20 standard. ▪ The Token has an initial total supply of 10'000'000'000 (10 billion) units. ▪ The Token is designed to serve as the utility token of the Anoma Protocol ("**Protocol**"). ▪ The Protocol is not a distributed ledger itself but rather lives on multiple distributed ledger systems, such as Ethereum and Solana, referred to as **"Fractal Instances",** and on which copies of the Protocol are deployed. These deployments allow the Protocol to act as a decentralized operating system that powers a unified layer for Web3 applications, i.e. to enable the development of applications instantly compatible with any of the Fractal Instances. It also offers an intent-centric architecture that allows these applications to deliver a user experience aligned with that of Web2.

		▪ The Token grants access to the on-chain governance system of the Protocol ("**Governance Functionality**"): it allows Token holders to vote on Protocol upgrades as well as rules applicable to the Protocol on specific Fractal Instances. ▪ *On-chain service*: Unlike off-chain governance systems, which require further human implementation, the Protocol's governance system is fully on-chain and executes decisions in an automated and fully autonomous manner. Votes determine whether proposed code changes are accepted or rejected, so approved proposals are added to the Protocol automatically without manual implementation. ▪ *Scope of the service*: All components of the Protocol, including the smart contracts responsible for Token issuance and voting, are managed through the Governance Functionality. Access to this Governance Functionality thus provides control of the state of the Protocol and its associated utility. ▪ **Governance Impact on Token Functionality and Role of Issuer after Issuance**: Once Tokens are issued and governance begins, control over the smart contract governing them passes from the issuer to the Token-based governance system. Token holders hold the power to decide future changes to the Tokens (such as new features or inflation/deflation mechanisms), not the original issuer. ▪ The Token qualifies as a crypto-asset other than e-money token and asset-reference token, and specifically, as a utility token under Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets ("**MiCA**").
09	Information About the Quality and Quantity of Goods or Services to which the Utility Token Give Access and	▪ **Governance Functionality:** The scale of governance power depends on the circulating supply of Tokens for voting and the quality of the governance system itself depends on the state of both the Protocol and the Ethereum network. The availability of additional on-chain governance systems on

	Restrictions on the Transferability	Fractal Instances will be shaped by votes and ensuing changes in the Protocol. Considering the foregoing, the quality and quantity of the Governance Functionality are currently unquantifiable. *Note: the original on-chain governance system is deployed on Ethereum; however, future governance decisions may result in equivalent systems being deployed on other Fractal Instances.* ▪ The Tokens to be admitted to trading (see E12) are freely transferable.
10	Key Information about the Offer	The Offeror intends to offer Tokens to Protocol users and other ecosystem participants through various programs aimed at incentivizing engagement with the Protocol and active participation in the ecosystem ("**Airdrops"**),
PART I – INFORMATION ON THE RISKS		
I.01	Offer – Related Risks	▪ **Loss of Access**: Airdrops rely on wallet identity. Therefore, if an eligible Token recipient loses access to their wallet (e.g. due to lost keys or seed phrase), they may permanently forfeit the ability to receive Tokens in the context of Airdrops. There is no recourse or reissuance if access is lost. ▪ **Incorrect Allocation or Technical Errors**: The Offeror may misconfigure smart contracts, distribution logics, or account mappings, resulting in incorrect Token distributions, for example, failing to recognize eligible participants, miscalculating rewards, or duplicating distributions. Such errors may be irreversible, and participants may have no enforceable claim to correction. ▪ **Changes to Eligibility Rules**: The Offeror retains discretion to modify or clarify eligibility criteria in Airdrops, verification processes, binding rules, or distribution timelines. Retroactive changes or insufficient transparency may result in exclusion from allocations without recourse. ▪ **Discontinuation or Revocation of the Airdrops**: The Offeror may not start, alter, suspend, or terminate a specific campaign tied to Airdrops, at its discretion and at any time. There is no guarantee of ongoing or future Token distribution based on past Airdrops, and recipients should not assume entitlement to continued distributions. ▪ **Scam and Fraud Risk:** Eligible recipients may be exposed to loss resulting from fraudulent activity conducted by third parties impersonating the Offeror or exploiting the Token distribution process. Such

		malicious acts may include, but are not limited to, phishing attempts via email or social media, fraudulent giveaways, impersonation of the Offeror or its representatives, the creation of counterfeit tokens, or the promotion of fake campaigns mimicking the Airdrops made by the Offeror. These activities are outside the control of the Offeror, and affected individuals may have no legal recourse or ability to recover lost assets. ▪ **Unanticipated Risk**: In addition to the risks outlined in this Section, unforeseen risks may arise. Additionally, new risks could emerge as unexpected variations or combinations of the risks discussed in these Sections I.01 to I.05.
I.02	Offeror-Related Risks	▪ **Abandonment / Lack of Success Risk**: This is the risk that the activities of the Offeror and Issuer must be partially or totally abandoned for several reasons including, but not limited to, lack of interest from the public, lack of funding, incapacitation of key developers and project members, force majeure (including pandemics and wars) or lack of commercial success or prospects. ▪ **Legal and Regulatory Compliance Risk**: Crypto assets and blockchain-based technologies are subject to evolving regulatory landscapes worldwide. Regulations vary across jurisdictions and may be subject to significant changes. This could lead to changes with respect to trading of the Token and increase the Offeror and Issuer's costs and/or obligations in admitting the Token for trading. Changes in laws or regulations may negatively impact the value, legality, or functionality of the Token. Non-compliance can result in investigations, enforcement actions, penalties, fines, sanctions, or the prohibition of the trading of the Token impacting its viability and market acceptance. The Offeror and Issuer could also be subject to private litigation. ▪ **Reputational Risk**: The Offeror and Issuer face the risk of negative publicity, whether due, without limitation, to operational failures, security breaches, or illicit activities, all of which can damage the Offeror/Issuer's reputation and, by extension, the value and acceptance of the Token.

		▪ **Key Individuals Risk**: The success of a crypto projects can be highly dependent on the expertise and leadership of key individuals. Loss or changes in the Offeror and Issuer's leadership could lead to disruptions, loss of trust, or project failure. ▪ **Internal Control Risk**: Any failure by the Offeror and Issuer to develop or maintain effective internal controls or any difficulties encountered in the implementation of such controls, or their improvement could harm it, causing the issuer to have to report such failures. Such failures could lead to a loss of trust and further harm the business of the Offeror and Issuer, causing disruptions, financial losses, or reputational damage affecting the Token. Fraudulent activity or mismanagement by the Offeror and Issuer could directly impact the usability or value of the Token or damage the credibility of the Protocol and the project at broad. ▪ **Unanticipated Risks**: In addition to the risks outlined in this Section, unforeseen risks may arise. Additionally, new risks could emerge as unexpected variations or combinations of the risks discussed in these Sections I.1 to I.5.
I.03	Crypto-Assets-Related Risks	▪ **Offer "As Is" Risk**: The Tokens are offered on an "as is" and "as available" basis without warranties of any kind, and the Offeror and Issuer expressly disclaim all implied warranties that the Token, the software code of the programs, are free of viruses or other harmful components which may affect the Tokens. ▪ **Decentralized Governance Risk**: The smart contracts governing the Tokens operate under decentralized, on-chain governance (see Sections 08 and F.02). Consequently, the original issuer no longer has control over the Tokens, including their attributes, functionality, and utility. Token holders collectively make decisions about such smart contract and the Protocol at broad, which may result in changes to the token and its features. These could include, but are not limited to, modifications to economic parameters (such as implementing inflationary or deflationary mechanisms), the introduction of new functionalities, or adjustments to the governance structure. ▪ **Market Risk**: Crypto assets, including Tokens, are highly volatile and can experience significant price swings in short periods, increasing the risk of sudden and substantial losses. Such valuation risk arises

		as the market value of a crypto asset may not always reflect its underlying utility or fundamentals and is subject to subjective assessment. Token holders are thus exposed to potential for losses due to the Token's ○ potential fluctuations in value, driven by various factors such as supply and demand dynamics, investor sentiment, and broader market trends, incl. changes in interest rates, general movements in local and international markets, technological advancements, regulatory changes, and media coverage. Notably, momentum pricing of crypto assets has previously resulted, and may continue to result, in speculation regarding future appreciation or depreciation in the value of such assets, further contributing to volatility and potentially inflating prices at any given time. ○ liquidity risk, where a lack of depth in secondary markets – if any – or limited trading volumes can hinder the ability to execute trades at favorable prices, which could lead to significant losses, especially in fast-moving market conditions. As a result, holders of Tokens may experience challenges in managing their holdings, with the value of the asset subject to unpredictable fluctuations and potential depreciation. ○ solvency and collateral risk, if the Token is used to finance further activities, especially in leveraged positions or as collateral for loans. Significant fluctuations in the value of the Token could adversely affect the solvency of its holder, particularly if the Token is pledged as collateral. A drastic decline in its value may trigger margin calls or automatic liquidations, which could further depress the Token's price, creating a negative feedback loop. This volatility poses the risk of forced asset sales, potentially resulting in substantial losses for the holder and amplifying downward pressure on the market price of Tokens. ▪ **Custodial Risk.** The method chosen to store Tokens, like any crypto-asset, carries inherent risks related to the security and management of the storage solution. The chosen storage method—whether hot or cold wallets, or centralized custody—can significantly impact the safety, liquidity, and accessibility of Tokens, with direct consequences for the holder's ability to access, trade, or retain their assets.

		▪ **Scam Risk**. This is the risk of loss resulting from a scam or fraud suffered by Token holders from other malicious actors. These scams include, but are not limited to, phishing on social Platforms or by email, fake giveaways, identity theft, creation of fake Tokens, offering fake Token airdrops, among others. ▪ **Anti-Money Laundering/Counter-Terrorism Financing Risk:** This is the risk that crypto-asset wallets holding Token or transactions in Token may be used for money laundering or terrorist financing purposes or identified to a person known to have committed such offenses. There is thus a risk that a public address holding Tokens could be flagged in relation to Anti-Money Laundering or Counter-Terrorism Financing efforts. In such cases, receiving Tokens could result in the holder's address being flagged by relevant authorities, Trading Platforms, or other service providers, which may lead to restrictions on transactions or the freezing of assets. Consequently, holders of Tokens may face legal or regulatory challenges if their address becomes associated with illicit activities, impacting their ability to freely access, trade, or transfer their Tokens. ▪ **Taxation Risk:** The taxation regime that applies to the trading of Tokens by either individual holders or legal entities will depend on each Token holder's jurisdiction. The Offeror cannot guarantee that the holding of Tokens, the reception of the Token, conversions of fiat currency against Tokens, or conversions of other crypto assets against Tokens, will not incur tax consequences. It is the Token holder's sole responsibility to comply with all applicable tax laws, including, but not limited to, the reporting and payment of income tax, wealth tax or similar taxes arising in connection with the appreciation and depreciation of the Token. ▪ **Market Abuse Risk:** The market for crypto assets is rapidly evolving, spanning local, national, and international platforms with an expanding range of assets and participants. Any market abuse, along with a potential loss of confidence among holders, could adversely impact the value and stability of Tokens, and by extension the trading conditions on the Trading Platforms. Notably, o significant trading activity may take place on systems and platforms with limited oversight and predictability. Sudden and rapid changes in the supply or demand of a crypto asset, particularly those with low market capitalization or low unit prices, can result in extreme price volatility. o the inherent characteristics of crypto assets and their underlying infrastructure may be exploited by certain market participants to engage in abusive trading practices such as front-running,

		spoofing, pump-and-dump schemes, and fraud across different platforms, systems, or jurisdictions. ▪ **Legal and Regulatory Risk**: There is a lack of regulatory harmonization and cohesion globally, which results in diverging regulatory frameworks and possible further regulatory evolutions in the future. These could negatively impact the value, utility, and overall viability of Tokens and, in extreme cases, force the Offeror to cease operations. Notably, o while Tokens do not create or confer any contractual or other obligations against any party, certain non-EU regulators may nevertheless classify them as securities, financial instruments, or payment instruments under their respective legal frameworks. Such classifications could impose specific regulatory constraints, leading to significant changes in how Tokens are structured, issued, purchased, or traded. o Evolving regulations could substantially increase the Offeror's compliance costs and operational burdens related to facilitating transactions in Tokens. o New or restrictive regulations could result in the Token losing functionality, depreciating in value, or even becoming illegal or impossible to use, buy, or sell in certain jurisdictions. o Regulators could take enforcement action against the Offeror if they determine that the Token constitutes a regulated instrument or that the Offeror's activities violate existing laws. Such actions could expose the Offeror, its affiliates, directors, and officers to legal and financial penalties, including civil and criminal liability. ▪ **Unanticipated Risks**: In addition to the risks outlined in this Section, unforeseen risks may arise. Additionally, new risks could emerge as unexpected variations or combinations of the risks discussed in these Sections I.1 to I.5.
I.04	Project Implementation-Related Risks	▪ **Protocol "As Is" Risk**: The Protocol is and any future components will be deployed on an "as is" and "as available" basis without warranties of any kind, and the Offeror expressly disclaims all implied warranties as to the Protocol and the Token including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Therefore, the Offeror cannot

		and does not warrant that the Token, the programs, or the technology underlying the Tokens or the Protocol (jointly, "**Anoma Technology**") are reliable, current or error-free, free of viruses or other harmful components, meet the Token's requirements, or that defects in the Anoma Technology will be corrected. Additionally, due to the decentralized nature of the Protocol, there is a risk that functionalities intended to be unlocked may be abandoned, that no new functionalities may be added, and that the Offeror has no influence or control over such developments. ▪ **Decentralized Governance and Protocol Change Risk**: The Protocol operates under decentralized, on-chain governance (see Sections 08 and F.02). Token holders collectively make decisions about the Protocol, which may result in changes to its functionality and features. These could include, but are not limited to, modifications to economic parameters, the introduction of new functionalities, or adjustments to the governance structure. The Protocol accessible through the Token may develop over time, potentially resulting in significant changes to its initial goals or the methods by which those goals are pursued. While such evolution can promote innovation and strengthen adaptability, it also presents certain risks, such as alterations in the value proposition and possible divergence from stakeholders' previous expectations. ▪ **Novel Ecosystem Risk**: The Token holder understands and acknowledges that the Anoma ecosystem, as evolving around the Protocol, is built on emerging and rapidly evolving technologies, which inherently carry significant risks. The underlying software, blockchain infrastructure, smart contracts, and related technologies are still in their early stages of development, meaning there is no guarantee that the process of receiving, using, or holding Tokens will be uninterrupted or error-free. As with any novel technology stack, there is an inherent risk that the underlying blockchain, smart contracts, or associated components may contain weaknesses, vulnerabilities, or bugs, despite audits being conducted. Such issues could lead to unintended behaviors, security breaches, or critical failures, potentially resulting in the partial or complete loss of Tokens or their functionality. Additionally, unforeseen technical limitations, incompatibilities, or the emergence of superior alternatives could further impact the stability, security, and long-term viability of the Anoma ecosystem. ▪ **Industry and Competition Risk**: The project is and will be subject to all the risks and uncertainties associated with any new venture, visionary projects, including the risk that the project cannot be realized in line with its original purpose or vision about the Protocol. Other projects may have the same or a

		similar vision as the projects There are several other crypto-assets and projects, and new competitors may enter the market at any time. The effect of new or additional competition on the Token or its market price cannot be predicted or quantified. Competitors may have significantly greater financial and legal resources than the project and there is no guarantee that the project will be able to compete successfully, or at all, with such competitors. Moreover, increased competition may severely impact the profitability and creditworthiness of the project and involved entities. ▪ **Dependency/Withdrawing Partners Risk:** The Protocol relies on third-party technologies, infrastructures, and protocols, which could impact its functionality, security, and long-term sustainability. Loss or changes in the key partners providing such technologies can lead to disruptions, loss of trust, or project failure. Any disruptions, vulnerabilities, regulatory scrutiny, or changes in operation of third-party technologies (such as modifications to its mechanisms, governance, or economic incentives) could directly affect the usability and security of the Protocol, which may result in a negative effect for the Tokens. If the third-party technologies experiences technical failures, security breaches, or regulatory intervention, it could severely impact the stability and performance of the Protocol, potentially limiting its intended functionality and value. This reliance on external infrastructure increases systemic risk, as unforeseen issues in third-party protocols could cascade into disruptions within the Token ecosystem. ▪ **Withdrawing Partners Risk**: This is the risk that the Offeror faces in its business relationships with one or more third parties. The implementation of the Protocol depends strongly on the collaboration and functioning of services provided by several third parties and other crucial partners. The Offeror cannot guarantee that the Protocol and the related project will be successfully developed and deployed. ▪ **Unanticipated Risks**: In addition to the risks outlined in this Section, unforeseen risks may arise. Additionally, new risks could emerge as unexpected variations or combinations of the risks discussed in these Sections I.1 to I.5
I.05	Technology-Related Risks	The Offeror and its affiliate, directors and officers shall not be responsible or liable for any damages, losses, costs, fines, penalties or expenses of whatever nature, whether reasonably foreseeable by them and the Token

		holder, and which the Token holder, may suffer, sustain, or incur, arising out of or relating to the technical risks outlined below or a combination thereof. ▪ **General Cybercrime Risk**: The Token holder acknowledges that, despite best efforts to enhance security, the technological components supporting the Token—including its blockchain infrastructure, smart contracts, wallets—may be vulnerable to cyberattacks. Malicious actors may exploit software vulnerabilities, attack consensus mechanisms, or compromise private keys to gain unauthorized access to Tokens. Risks include hacking attempts on the Protocol, smart contract exploits, phishing attacks, malware infections, and other forms of cybercrime that could result in the theft, loss, or unauthorized transfer of Tokens. Since digital assets exist entirely in a technological environment, they are inherently exposed to evolving cyber threats, some of which may be undetectable or irreparable until after significant damage has occurred. ▪ **Blockchain-Level Risk:** The Token holder understands and accepts that, as with other blockchains, the blockchain used for the issuance of the Tokens could be susceptible to consensus-related attacks, including but not limited to double-spend attacks, majority validation power attacks, censorship attacks, and byzantine behavior in the consensus algorithm or be subject to forks. Any successful attack or fork presents a risk to the Token, the expected proper execution and sequencing of Token-transactions and the expected proper execution and sequencing of contract computations as well as the Token balances in the wallet of the Token holders. ▪ **Smart Contract-Level Risk**: The issuance and transfers of Tokens rely on smart contracts deployed on a blockchain Protocol, which introduce specific technical and security risks. ▪ Smart contracts are self-executing, meaning any vulnerabilities, coding errors, or unforeseen logic flaws in the issuance contract could result in unintended consequences, such as the incorrect distribution of Tokens, loss of funds, or permanent locking of Tokens. Additionally, smart contracts are exposed to potential exploits, including hacking attempts, reentrancy attacks, and other forms of malicious activity that could compromise the security of the issuance process. ▪ Once deployed, the smart contract governing the issuance of Tokens cannot be easily altered or corrected, meaning any discovered vulnerabilities may be difficult or impossible to fix without significant coordination, community approval, or even a Protocol fork. Furthermore, changes to

		the underlying blockchain protocol—such as updates to consensus mechanisms, transaction processing rules, or gas fee structures—could affect the functionality or cost-efficiency of the issuance smart contract. These risks could lead to disruptions in Token issuance, security breaches, or a loss of confidence in the Anoma ecosystem, potentially impacting the Token's value and usability. ▪ **Protocol-Level Risk:** It cannot be excluded that any technical failure, malfunction, or vulnerability within the Protocol could directly or indirectly impact the value of the Token. ▪ The Protocol could be subject to critical exploits, such as reentrancy attacks, logic errors, or oracle manipulation, which could lead to unintended Token transfers, assets being drained from the system, or Tokens being irretrievably lost. Fixing such issues may require significant coordination, governance approval, or even disruptive measures such as protocol migrations or forks, none of which are guaranteed to be successful. ▪ Because the Token's value is inherently tied to its governance functionality, any security breach, or governance deadlock affecting the Protocol or the decentralized governance system could have cascading effects, including depreciation of the Token's value, reduced market confidence, and potential loss of funds for Token holders. ▪ **Finality or Irrevocability of Transactions:** There is a risk that transactions may be irreversible, depending on the tools and service providers used to initiate them. Access to and any claim on such transactions could be lost indefinitely or permanently. For example, this could occur if (i) a blockchain address is entered incorrectly and the true owner is never identified, (ii) the private key associated with the address is lost, (iii) the address belongs to an entity that will not return the crypto asset, or (iv) the address belongs to an entity that may return the asset but requires additional actions, such as identity verification. ▪ **Unanticipated Risks**: In addition to the risks outlined in this Section, unforeseen risks may arise. Additionally, new risks could emerge as unexpected variations or combinations of the risks discussed in these Sections I.1 to I.5.

I.06	Mitigation Measures	Various measures to mitigate the risks outlined in Sections I.01 to I.05 above have been implemented. These include rigorous technology testing and auditing, and the careful selection of personnel, management, and third-party partners. However, many of these risks are inherent to the activities with crypto assets and the broader ecosystem, making complete elimination impossible. To further reduce exposure to these risks, prospective Token holders should adopt appropriate safeguards based on their chosen custody method and remain vigilant by actively monitoring publicly available news and market signals, enabling them to respond swiftly to significant developments which may result in the materialization of specific risks.
PART A – INFORMATION ABOUT THE OFFEROR		
A.01	Name	Anoma Foundation
A.02	Legal Form	Foundation under the laws of Switzerland.
A.03	Registered Address	Gotthardstrasse 26, 6300 Zug
A.04	Head Office	Not applicable.
A.05	Registration Date	2020-12-03. *The date of the establishment deed of the Foundation being 2020-11-27.*
A.06	Legal Entity Identifier	Not applicable.
A.07	Another Identifier Required Pursuant to Applicable National Law	CHE-264.379.335

A.08	Contact Telephone Number	+41 76 298 04 96
A.09	E-Mail Address	info@anoma.foundation
A.10	Response Time (Days)	Within up to 30 calendar days, depending on the time of year and the complexity of the request.
A.11	Parent Company	Not applicable. *Foundations do not have a capital, and by extension, cannot be owned.*
A.12	Members of the Management Body	• Adrian Brink, President and member of the Foundation's Council. • Hao Hua Sun Yin, member of the Council. • Christopher Walden, member of the Council. • Nicolas Hofstetter, executive director. The principal place of business for all the above-mentioned individuals is at the Foundation's registered address.
A.13	Business Activity	The full purpose of the Anoma Foundation can be found published in the Commercial Register of Canton Zug, as also available under the following link. Its fundamental activities can be summarized as follows: • The Anoma foundation was established to independently and autonomously manage and grow the Anoma ecosystem, which includes the Protocol, related technologies, and future innovations. It coordinates and links ecosystem participants, manages both financial and non-financial contributions, and promotes transparency in all activities. Notably, it coordinates technical and scientific contributions to the Protocol and its ecosystem. The Anoma Foundation besides holds and manages key ecosystem-related assets, such as intellectual property, technology rights, and source code to the Protocol and related technologies.

A.14	Parent Company Business Activity	Not applicable, see response provided under A.11.
A.15	Newly Established	False
A.16	Financial Condition for the past Three Years	The Foundation's primary liquid assets stem initially from a contribution by its founder of CHF 50,000 in cash. Subsequent funding was secured through Private Sales conducted since the Foundation's inception (see Section D.08), which raised approximately USD 60.25 million in a combination of cash and stablecoins. In addition, the Foundation holds 10% of the initial total Token supply. These Tokens are, however, initially illiquid (see also Section G.05). As of the date of this White Paper, the Foundation has no outstanding liabilities, debts, or financial commitments that could adversely impact its financial position. Since its establishment, the Foundation has maintained complete financial accounts, the latest of which covers the fiscal year 2024, with each set of accounts audited by an appointed external auditor in accordance with applicable legal requirements.
A.17	Financial Condition Since Registration	Not applicable.
PART B - INFORMATION ABOUT THE ISSUER, IF DIFFERENT FROM THE OFFEROR		
B.01	Issuer Different from the Offeror	False
B.02	Name	Original issuer: Anoma Foundation. Once the Tokens are issued, the Governance Functionality (see Sections 08 and F.02) is live. Consequently, with issuance, Anoma Foundation automatically loses all control over the Protocol, the Token and related

		smart contracts. Full control transfers to the Token Holders as part of the Governance Functionality.
B.03	Legal Form	Not applicable, see response provided under B.01.
B.04	Registered Address	Not applicable, see response provided under B.01.
B.05	Head Office	Not applicable, see response provided under B.01.
B.06	Registration Date	Not applicable, see response provided under B.01.
B.07	Legal Entity Identifier	Not applicable, see response provided under B.01.
B.08	Another Identifier Required Pursuant to Applicable National Law	Not applicable, see response provided under B.01.
B.09	Parent Company	Not applicable, see response provided under B.01.
B.10	Members of the Management Body	Not applicable, see response provided under B.01.
B.11	Business Activity	Not applicable, see response provided under B.01.
B.12	Parent Company Business Activity	Not applicable, see response provided under B.01.
PART C- INFORMATION ABOUT THE OPERATOR OF THE TRADING PLATFORM IN CASES WHERE IT DRAWS UP THE CRYPTO-ASSET WHITE PAPER AND INFORMATION ABOUT OTHER PERSONS DRAWING THE CRYPTO-ASSET WHITE PAPER PURSUANT TO ARTICLE 6(1), SECOND SUBPARAGRAPH, OF REGULATION (EU) 2023/1114		

C.01	Name	Not applicable
C.02	Legal Form	Not applicable
C.03	Registered Address	Not applicable
C.04	Head Office	Not applicable
C.05	Registration Date	Not applicable
C.06	Legal Entity Identifier of the Operator of the Trading Platform	Not applicable
C.07	Another Identifier Required Pursuant to Applicable National Law	Not applicable
C.08	Parent Company	Not applicable
C.09	Reason for Crypto-Asset White Paper Preparation	Not applicable
C.10	Members of the Management Body	Not applicable
C.11	Operator Business Activity	Not applicable

C.12	Parent Company Business Activity	Not applicable
C.13	Other Persons Drawing up the Crypto- Asset White Paper According to Article 6(1), Second Subparagraph, of Regulation (EU) 2023/1114	Not applicable
C.14	Reason for Drawing the White Paper by Persons Referred to in Article 6(1), Second Subparagraph, of Regulation (EU) 2023/1114	Not applicable
PART D – INFORMATION ABOUT THE CRYPTO-ASSET PROJECT		
D.01	Crypto-Asset Project Name	Anoma
D.02	Crypto-Assets Name	Anoma Token
D.03	Abbreviation	$XAN

<table>
<tr><td>D.04</td><td>Crypto-Asset Project Description</td><td>The Protocol is not a distributed ledger itself but rather lives on multiple distributed ledger systems, such as Ethereum and Solana, referred to as “Fractal Instances”, on which copies of the Protocol are deployed. These deployments allow the Protocol to act as a decentralized operating system that powers a unified layer for Web3 applications, i.e. to enable the development of applications instantly compatible with any of the Fractal Instances. It also offers an intent-centric architecture that allows these applications to deliver a user experience aligned with that of Web2.</td></tr>
<tr><td>D.05</td><td>Details of all Natural or Legal Persons Involved in the Implementation of the Crypto-Asset Project</td><td>List of Entities involved in development of the Ecosystem

<table><tr><th>Full Name</th><th>Business Address</th><th>Function</th></tr><tr><td>Verabit Labs Ltd.
(commercial name: Zellic)</td><td>600 South Jupiter Road, Allen,
Texas 75002
United States</td><td>Security</td></tr><tr><td>MME Legal AG</td><td>Zollstrasse 62,
8005 Zürich, Switzerland</td><td>Legal</td></tr><tr><td>Knowable Inc.</td><td>196 Thames St N
Ingersoll, ON N5C 3E4
Canada</td><td>Community</td></tr><tr><td>Informal Systems Inc.</td><td>180 John Street
Toronto, Ontario M5T 1X5
Canada</td><td>Security (Audit)</td></tr><tr><td>Heliax AG</td><td>Baarerstrasse 82,
6300 Zug
Switzerland</td><td>Software</td></tr><tr><td>Arktouros PLLC</td><td>1717 N Street NW
Washington, DC - District of Columbia
20036
USA</td><td>Legal</td></tr></table></td></tr>
</table>

D.06	Utility Token Classification	True
D.07	Key Features of Goods/Services for Utility Token Projects	By holding the Token, Token holders can gain access to the on-chain governance system of the Protocol ("**Governance Functionality**"): it allows Token holders to vote on Protocol upgrades as well as rules applicable to the Protocol on specific Fractal Instances. *On-chain service*: Unlike off-chain, non-binding governance platforms such as Snapshot, which require further human implementation, the Protocol's governance system is fully on-chain and executable. Votes directly result in the automatic acceptance or rejection of proposed code changes, meaning that successful proposals are pushed to the Protocol without requiring manual implementation. *Scope of the service*: All components of the Protocol, including the smart contracts governing Token issuance and voting, are subject to the Governance Functionality. Access to the Governance Functionality thus effectively equates control over the state of the Protocol and the utility it delivers.
D.08	Plans for the Token	The Token has undergone, or is expected to undergo, the following key events: ▪ Four Private Sales conducted respectively during Q1 2021, Q4 2021, Q2 2023 and Q1 2025. ▪ Launch on Ethereum Testnet (Sepolia) on 2025-05-28 (deployment transaction here). ▪ Launch on Arbitrum Testnet (Sepolia) on 2025-08-07 (deployment transaction here). ▪ Full Protocol Launch on Ethereum Mainnet: planned in September 2025 (indicative and could be subject to change based on strategic, regulatory, or market considerations)
D.09	Resource Allocation	The funding secured through the Private Sales (see Section D.08 above) is devoted to development and implementation. On the one hand, these resources have been allocated to build a multidisciplinary operations team of over 40 dedicated members, including specialists in blockchain development, Web3 community engagement, legal and compliance, marketing, and partnerships. On the other hand, the funds are primarily used to drive ecosystem growth by incentivizing user participation, attracting developers, and fostering integration with existing DeFi applications and blockchains.

D.10	Planned Use of Collected Funds or Crypto-Assets	Not applicable because the offer is conducted in the form of an airdrop which does not include any collection of funds and/or crypto-assets, see further details provided under Section E.02.
PART E – INFORMATION ABOUT THE OFFER TO THE PUBLIC OF CRYPTO-ASSETS OR THEIR ADMISSION TO TRADING		
E.01	Offer or Admission to trading	Offer to the Public (OTPC)
E.02	Reasons for the Offer	Airdrops aim at incentivizing an active community engaging with the Protocol and the ecosystem surrounding it at broad. To keep the community engaged over time, the Offeror intends to organize (without providing any guarantees) multiple engagement campaigns resulting in Airdrops.
E.03	Fundraising Target	Not applicable. As the Token is being allocated (see F.08 below) in the context of engagement campaigns, not in exchange for cash or other crypto assets. No funds are being collected from the active community members.
E.04	Minimum Subscription Goals	Not applicable. See explanation under E.03.
E.05	Maximum Subscription Goal	Not applicable. See explanation under E.03.
E.06	Oversubscription Acceptance	Not applicable. See explanation under E.03.
E.07	Oversubscription Allocation	Not applicable. See explanation under E.03.

E.08	Issue Price	Not applicable. The Token is allocated in exchange for engagement with the Protocol and its ecosystem. See explanation under E.03.
E.09	Official Currency or Any other Crypto-Assets Determining the Issue Price	Not applicable. See explanation under E.03.
E.10	Subscription Fee	Not applicable. See explanation under E.03.
E.11	Offer Price Determination Method	Not applicable. See explanation under E.03.
E.12	Total Number of Offered Crypto-Asset	Up to 10% of the initial total Token supply.
E.13	Targeted Holders	ALL, meaning both Retail (RETL) and Professional (PROF).
E.14	Holder Restrictions	Ethereum, the chain on which the Tokens are issued, is by design permissionless and decentralized. There are thus no restrictions at chain-level. However, specific campaigns resulting in Airdrops may define eligibility criteria that effectively limit who can participate in an Airdrop campaign. These criteria may include, among others, restrictions based on age, country of residence, or other relevant factors.
E.15	Reimbursement Notice	Not applicable. See explanation under E.03.
E.16	Refund Mechanism	Not applicable. See explanation under E.03.
E.17	Refund Timeline	Not applicable. See explanation under E.03.

E.18	Offer Phases	Where applicable, the Offeror will disclose information regarding the phases of any campaign related to Airdrops on its official website.
E.19	Early Purchase Discount	Not applicable. See explanation under E.03.
E.20	Time-Limited Offer	True
E.21	Subscription Period Beginning	Not applicable. Due to the fact that the Tokens will be allocated as part of Airdrop campaigns, there is no Subscription Period. However, the Offeror will announce information about the duration, including the start and end dates of any campaign related to Airdrops, on its official website and retains full discretion to modify these details at any time.
E.22	Subscription Period End	Not applicable. Due to the fact that the Tokens will be allocated as part of Airdrop campaigns, there is no Subscription Period. However, However, the Offeror will announce information about the duration, including the start and end dates of any campaign related to Airdrops, on its official website and retains full discretion to modify these details at any time. In the absence of other communication by the Offeror, at the latest, once all Tokens reserved to Airdrops (see E.12) are all effectively allocated and/or distributed, the Airdrops described in this White Paper are to be considered ended.
E.23	Safeguarding Arrangements for Offered Funds/Crypto-Assets	Not applicable. No funds are collected. See explanation under E.03.

E.24	Payment Methods for Crypto-Asset Purchase	Not applicable. No funds are collected. See explanation under E.03.
E.25	Value Transfer Methods for Reimbursement	Not applicable. See explanation under E.03.
E.26	Right of Withdrawal	Not applicable. See explanation under E.03.
E.27	Transfer of Purchased Crypto-Assets	In the context of Airdrops, Tokens are not purchased but allocated as part of the Airdrop campaigns. The transfer to eligible participants of engagement campaigns associated with Airdrops shall be executed from the Offeror’s wallet to the Token recipient's wallet via a multi-sender. Details of each distribution process may differ and will be communicated by the Offeror on the website referred to under Section F.08.
E.28	Transfer Time Schedule	In the context of Airdrops, Tokens are not purchased but allocated as part of the Airdrop campaigns. The transfer to eligible participants of engagement campaigns associated with Airdrops shall be executed by the Offeror. The Offeror will disclose information regarding the transfer schedule of any campaign related to Airdrops on its official website.
E.29	Purchaser's Technical Requirements	A self-custodied Ethereum compatible digital wallet.
E.30	Crypto-asset service provider (CASP) Name	Not applicable. See explanation under E.03.
E.31	CASP Identifier	Not applicable. See explanation under E.03.
E.32	Placement Form	Not applicable.

E.33	Trading Platforms Name	Not applicable. This White Paper does not concern an admission to trading.
E.34	Trading Platforms Market Identifier Code (MIC)	Not applicable. See explanation under E.33.
E.35	Trading Platforms Access	Not applicable. See explanation under E.33
E.36	Involved Costs	Participation in campaigns resulting in Airdrops may result in gas fees if engagement requires utilizing the Protocol and thus proceeding with on-chain transactions.
E.37	Offer Expenses	Not applicable. See explanation under E.03.
E:38	Conflicts of Interest	Not applicable.
E.39	Applicable Law	Any dispute arising out of or in connection with the present White Paper, the Offeror and the Airdrops shall be governed exclusively by the laws of Switzerland, without regard to conflict of law rules or principles, except to the extent that such disputes are governed by applicable law pursuant to the terms and conditions of the Trading Platform.
E.40	Competent Court	Any dispute, controversy, or claim arising out of, or in relation to the present White Paper, the Offeror, and the Airdrops shall be resolved exclusively by arbitration, except to the extent that such disputes are subject to a dispute resolution mechanism set forth in the terms and conditions of the respective Trading Platform on which the Token has been admitted for trading. The arbitral proceedings shall be conducted in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules.

		▪ The number of arbitrators shall be three. ▪ The seat of the arbitration shall be Zürich, Switzerland. ▪ The arbitral proceedings shall be conducted in German. A respective arbitral award may only be challenged before the Swiss Supreme Court on the limited grounds as provided in Article 190 para. 2 Swiss Private International Law Act, i.e. (i) improper constitution of the arbitral tribunal; (ii) incorrect decision on jurisdiction; (iii) award beyond the claims submitted or failing to decide all claims submitted; (iv) violation of a party's right to be heard or of its right to equal treatment; and (v) incompatibility of the award with public policy.
PART F – INFORMATION ABOUT THE CRYPTO-ASSET		
F.01	Crypto-Asset Type	Utility Token
F.02	Crypto-Asset Functionalities	The Token has a unique functionality. Namely, the Token grants access to the on-chain governance system of the Protocol ("**Governance Functionality**"): it allows Token holders to vote on Protocol upgrades as well as rules applicable to the Protocol on specific Fractal Instances. ▪ *On-chain service*: Unlike off-chain, non-binding governance platforms such as Snapshot, which require further human implementation, the Protocol's governance system is fully on-chain and executable. Votes directly result in the automatic acceptance or rejection of proposed code changes, meaning that successful proposals are pushed to the Protocol without requiring manual implementation. ▪ *Scope of the service*: All components of the Protocol, including the smart contracts governing Token issuance and voting, are subject to the Governance Functionality. Access to the Governance Functionality thus effectively equates control over the state of the Protocol and the utility it delivers.

F.03	Planned Application of Functionalities	The Token will be fully operational, with its core functionality available for use as of the Launch on Ethereum Mainnet, which will occur prior to any Airdrops.
A description of the characteristics of the crypto-asset, including the data necessary for classification of the crypto-asset White Paper *in the register referred to in Article 109 of Regulation (EU) 2023/1114, as specified in accordance with paragraph 8 of that Article*		
F.04	Type of White Paper	OTHR
F.05	The Type of Submission	NEWT
F.06	Crypto-Asset Characteristics	• Fungible token issued on Ethereum with an initial fixed supply of 10'000'000''000 (10 billion). • Token issued to serve as a utility token in relation to the Protocol (see Section F.2). • Token issued without any legally enforceable rights or entitlements to their holders (see Section G.1). • Control over the Token relinquished by the original issuer to the benefit of decentralized governance by Token holders immediately following Mainnet Launch, and availability of the Governance Functionality.
F.07	Commercial Name or Trading Name	Anoma
F.08	Website of the Issuer	www.anoma.net
F.09	Starting date of the Offer	No earlier than 2025-09-21
F.10	Publication Date	2025-09-20
F11	Any other Services Provided by the Issuer	Not applicable.

F.12	Identifier of Operator of the Trading Platform	Not applicable
4.F.13	Language or Languages of the White Paper	English
F.14	Digital Token Identifier Code used to uniquely Identify the Crypto-Asset or Each of the Several Crypto-Assets to Which the White Paper Relates, Where Available	Not applicable
F.15	Functionally Fungible Group Digital Token Identifier, Where Available	Not applicable
F.16	Voluntary Data Flag	False
F.17	Personal Data Flag	True
F.18	LEI Eligibility	Not applicable
F.19	Home Member State	Ireland pursuant to Article 3 (33) (c) of MiCA.

F.20	Host Member States	The Airdrops of the Token are passported in the following countries: Austria Belgium Bulgaria Croatia Cyprus Czechia Denmark Estonia Finland France Germany Greece Hungary Iceland Italy Ireland Latvia Liechtenstein Lithuania Luxembourg Netherlands Norway Poland Portugal Romania Sweden Slovakia Slovenia

		Spain
PART G – INFORMATION ON RIGHTS AND OBLIGATIONS ATTACHED TO THE CRYPTO-ASSETS		
G.01	Purchaser Rights and Obligations	The Token does not confer any rights or entitlements to its holders. Instead, the Token enables its holders to participate in and interact with the Protocol. The Protocol operates autonomously without the Offeror having an operative role of any sort. As a result, the Offeror, to the fullest extent permitted by applicable laws, disclaims all warranties, whether express or implied, in relation to the Token and its functionalities. This includes, but is not limited to, implied warranties of merchantability and fitness for a particular purpose.
G.02	Exercise of Rights and Obligations	Not applicable, see answer under G.1.
G.03	Conditions for Modifications of Rights and Obligations	Not applicable, see answer under G.1.
G.04	Future Public Offers	Not available. There are presently no plans for further public offers.
G.05	Issuer Retained Crypto-Assets	Anoma Foundation is allocated 10% out of the initial total Token supply. These Tokens are, however, part of the 75% of the initial token supply being illiquid upon Launch of the Protocol on Ethereum Mainnet as their unlock schedule, if any, is subject to the Governance Functionality.
G.06	Utility Token Classification	True

G.07	Key Features of Goods/Services of Utility Tokens	The Token is a utility token that provides digital access to the Governance Functionality of the Protocol, as described in Section F.02. The scope of the above-mentioned functionality may change based on decisions made through the Governance Functionality.
G.08	Utility Tokens Redemption	Not applicable
G.09	Non-Trading Request	True
G.10	Crypto-Assets Purchase or Sale Modalities	Not applicable. See explanation under E.3.
G.11	Crypto-Assets Transfer Restrictions	See field E.14 above.
G.12	Supply Adjustment Protocols	False
G.13	Supply Adjustment Mechanisms	Not applicable.
G.14	Token Value Protection Schemes	False
G.15	Token Value Protection Schemes Description	Not applicable

G.16	Compensation Schemes	False
G.18	Applicable Law	Any dispute arising out of or in connection with the present White Paper, the Offeror, the Token and/or the Protocol shall be governed exclusively by the laws of Switzerland, without regard to conflict of law rules or principles, except to the extent that such disputes are governed by applicable law pursuant to the terms and conditions of the respective Trading Platform on which the Token has been admitted for trading.
G.19	Competent Court	Any dispute, controversy, or claim arising out of, or in relation to the present White Paper, the Offeror, the Token and/or the Protocol shall be resolved exclusively by arbitration, except to the extent that such disputes are subject to a dispute resolution mechanism set forth in the terms and conditions of the respective Trading Platform on which the Token has been admitted for trading. The arbitral proceedings shall be conducted in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. ▪ The number of arbitrators shall be three. ▪ The seat of the arbitration shall be Zürich, Switzerland. ▪ The arbitral proceedings shall be conducted in German. A respective arbitral award may only be challenged before the Swiss Supreme Court on the limited grounds as provided in Article 190 para. 2 Swiss Private International Law Act, i.e. (i) improper constitution of the arbitral tribunal; (ii) incorrect decision on jurisdiction; (iii) award beyond the claims submitted or failing to decide all claims submitted; (iv) violation of a party's right to be heard or of its right to equal treatment; and (v) incompatibility of the award with public policy.
PART H – INFORMATION ON THE UNDERLYING TECHNOLOGY		

H.01	Distributed Ledger Technology	**General Information on Distributed Ledger Technology and Blockchain** Distributed Ledger Technology ("**DLT**") describes a decentralized and distributed Platform system architecture where multiple participants maintain and verify a shared database. Unlike traditional databases, DLT systems do not rely on a central authority to ensure data consistency and security. Rather, they distribute control across a Platform of computers (nodes) and require all changes to be recorded and agreed by the nodes. This distributed approach enhances the resilience and security of such a system, and transparency of the data stored in it without the need for trust between the actors of the systems. Blockchain technology is a subset of DLT, where the distributed database maintains a continuously growing list of records, called blocks, which are linked together in chronological order and secured using cryptographic techniques. A blockchain generally has the following key characteristics: ▪ Security: A blockchain employs advanced cryptographic methods to secure data. Each block contains a cryptographic hash (a "digital fingerprint") of the previous block, a timestamp, and transaction data. ▪ Consensus: Blockchains rely on a predefined consensus mechanism establishing how new blocks, and the transactions included therein, are approved by nodes. ▪ Immutability: once data is recorded in a block, it cannot be deleted nor altered retroactively without also changing all subsequent blocks, which would require consensus from most of the nodes. ▪ Transparency: Transactions on a blockchain are usually visible to all, thereby providing transparency. Private blockchains, without or with limited transparency, however, do also exist. ▪ Accessibility: Blockchains are usually permissionless, thus accessible to all, whether to act as a node or to submit transactions to be recorded thereon. Permissioned blockchains, with limited accessibility for nodes and/or users, however, do also exist. **The Ethereum Blockchain**

		The Token is issued on the Ethereum permissionless public blockchain, and the Protocol leverages the Ethereum blockchain as a coordination layer for registry management and settlement. Ethereum aims to provide a decentralized, secure, and scalable foundation for financial services, digital identity, supply chains, and other real-world use cases. Ethereum benefits from widespread adoption and has constant on-chain activity (with on average 1 to 1.3 million transactions per day over the last year). Launched in 2015, Ethereum introduced a Turing-complete virtual machine, enabling developers to create and execute programmable contracts without intermediaries, commonly referred to as smart contracts. Ethereum has undergone significant upgrades, including its transition to Ethereum 2.0 via the Merge, which replaced its original Proof-of-Work (PoW) consensus mechanism with Proof-of-Stake (PoS) to improve energy efficiency and scalability (more details on consensus under Section H.04). Its code has been audited several times. Ethereum's native cryptocurrency, Ether (ETH), serves as the primary medium of exchange within the network. It is used to pay for transaction fees (gas), incentivize validators, and participate in governance and staking. Ethereum operates with a layered architecture that separates different functions for modularity and scalability: • Execution Layer (Ethereum Virtual Machine - EVM): The EVM is the computational layer that processes smart contract execution and dApp interactions. It enables Turing-complete programming, allowing developers to write and deploy complex applications using languages like Solidity and Vyper. • Consensus Layer (Beacon Chain): The Beacon Chain handles validator coordination, staking, and the consensus mechanism implementation. It ensures security and finality for transactions processed by the Execution Layer. • (Optional) Data Availability & Scalability Solutions (Rollups & Sharding): Rollups (Optimistic & ZK-Rollups) can be used to offload computation from the main Ethereum chain while retaining security; Sharding (Future Upgrade) is planned to be implemented to divide network operations across multiple smaller chains (shards) to enhance scalability. For more details, visit Ethereum's official documentation and repositories: • Ethereum Foundation: https://ethereum.org • Ethereum Developer Resources: https://ethereum.org/en/developers/ • Ethereum GitHub Repositories: https://github.com/ethereum/

H.02	Protocols and Technical Standards	The Token relies on the following protocols: • Those of the blockchain on which it is issued, as described under H.01. • Those of its issuance smart contracts, based on the ERC-20 standard defining rules, notably, for token transactions and interactions. • Those of the Protocol itself when Token functionalities are being used.
H.03	Technology Used	**Transfer of Tokens**: The issuance smart contracts of the Token, as based on the ERC-20 standard on Ethereum, define the technical rules governing the transfer of the Token on Ethereum. No additional technology is required to proceed with the transfer of the Token, as the process occurs on Ethereum in accordance with its standard operation. **Holding and Storing Tokens**: No additional technology is required to hold ICNT, as they remain on Ethereum in accordance with its standard operation; however, users may choose to utilize additional technologies such as specific wallets, incl. multi-signature wallets, cold storage solutions, or other storage and security products and services.
H.04	Consensus Mechanism	The consensus mechanism of Ethereum is a PoS (proof-of-stake) system known as the Beacon Chain, which coordinates the network by selecting validators who propose and validate new blocks. Validators are chosen based on the amount of ETH they have staked, rather than computational power, significantly reducing Ethereum's energy consumption by over 99% compared to PoW. Ethereum has over 800,000 validators as of date of writing. Key features of Ethereum's PoS system: • Validators and Staking: Participants must stake at least 32 ETH to become a validator, securing the network while earning staking rewards. Smaller ETH holders can participate via staking pools. • Epochs and Slots: Ethereum's PoS mechanism divides time into epochs and slots, ensuring an orderly block validation process. • Slashing Mechanism: Validators who engage in dishonest behavior risk losing a portion of their staked ETH as a penalty.

H.05	Incentive Mechanisms and Applicable Fees	Ethereum transactions, such as the transfer of the Token, require gas fees, which compensate validators for processing transactions and executing smart contracts. The EIP-1559 upgrade introduced a base fee model to improve fee predictability and burn a portion of transaction fees, reducing ETH inflation. As a result, the key fee components are the following: • Base Fee: Minimum amount burned per transaction, adjusting dynamically based on network demand. As a result, ETH has periodically become deflationary when network activity is high, as more ETH is burned than issued, reducing overall supply. • Priority Fee (Tip): Optional fee paid to incentivize faster transaction processing. • Max Fee: Maximum gas price a user is willing to pay, ensuring cost control. Trading Platforms may besides charge service fees in accordance with their own policies.
H.06	Use of Distributed Ledger Technology	False. DLT is not operated by the Offeror or a third-party acting on their behalf.
H.07	DLT Functionality Description	Not applicable.
H.08	Audit	True
H.09	Audit Outcome	The Issuer is committed to ensuring the secure development of its smart contracts. To achieve this, it engaged Zellic, a security auditing firm ("**Technical Auditor**"). The Technical Auditors conducted a comprehensive audit of all components of the Protocol in July 2025. Full Audit report can be found here: https://github.com/anoma/token/blob/main/audits/Zellic_Anoma_Token_%26_TokenDistributor_2025-07-17.pdf.

		Following best practices, all Protocol and Token smart contract code is publicly available. This transparency allows independent security researchers to assess the code for potential vulnerabilities. *Disclaimer: While audits and bug bounties strengthen security, they do not guarantee the absence of all vulnerabilities. Undetected issues or new exploits could still arise, and investors should consider these risks. See also Part I (Information about the risks).*
PART J – INFORMATION ON THE SUSTAINABILITY INDICATORS IN RELATION TO ADVERSE IMPACT ON THE CLIMATE AND OTHER ENVIRONMENT-RELATED ADVERSE IMPACTS		
J-01	Adverse Impacts on Climate and Other Environment-Related Adverse Impacts	The Offeror is providing information on principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism used to validate transactions of the Token and to maintain the integrity of the distributed ledger of transactions. The energy consumption for the validation of transactions and the maintenance of the integrity of the distributed ledger of transactions for the period is estimated to be lower than 500’000 kWh. The figure provided in S.08 is intended to reference annualized amounts.
S.01	Name	Anoma Foundation.
S.02	Relevant Legal Entity Identifier	Not applicable.
S.03	Name of the Crypto-Asset	XAN Token
S.04	Consensus Mechanism	See H.04.

S.05	Incentive Mechanisms and Applicable Fees	See H.05.
S.06	Beginning of the Period to Which the Disclosure Relates	2025-01-01
S.07	End of the Period to which the Disclosure Relates	2025-12-31
S.08	Energy Consumption	The total estimated energy consumption for the operation and the validation of transactions and the maintenance of the integrity of the distributed ledger of transactions from 2025-01-01, to 2025-12-31 is approximately 36.8 kWh per year, thus < 500’000 kWh. The energy consumption estimate was based on publicly available data from independent research institutions. Sources used: Independent sustainability analysis & Ethereum Validator documentation – Estimates based on proof-of-stake model including multiple node configurations. (~0.0008 kWh per transaction). The methodology involves calculating the average energy consumed per transaction on Ethereum and extrapolating that figure across an approximate volume of 46,000 transactions Based on the foregoing, the total estimated energy usage on Ethereum is.
S.09	Energy Consumption Sources and Methodologies	Data provided by CCRI; all indicators are based on a set of assumptions and thus represent estimates; methodology description and overview of input data, external datasets and underlying assumptions available at: https://carbon-ratings.com/dl/whitepaper-mica-methods-2024 and https://docs.mica.api.carbon-ratings.com.