

Base Prospectus prepared pursuant to Regulation (EU) 2017/1129 of 14 June 2017 (the ‘Prospectus Regulation’ or “PR”).

Noemon Tech LTD

(Incorporated with limited liability in Cyprus)

Program on the Issuance and Offer of Blockchain-based Certificates

Under the terms of the Program on the Issuance and Offer of Blockchain-based Certificates (the “**Program**”) described in this Base Prospectus (the “**Base Prospectus**”), Noemon Tech Ltd, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS, registered in the commercial register of Cyprus under the registration number HE 427232, with CySEC license number 014/24 LEI 254900JFRZG8P67ZHI74 (“**NTL**”), subject to compliance with all applicable laws and regulations, may from time-to-time issue Blockchain-based Certificates (the “**Products**”) which may in the following be traded OTC and on suitable platforms or exchanges. Each Product will be subject to the terms and conditions set forth in this Base Prospectus (the “**General Terms and Conditions**”), as amended from time to time and as completed by the relevant final terms relating to such Product (the “**Final Terms**”). In the event of any inconsistency between the Terms and Conditions and the Final Terms, the Final Terms shall prevail.

The Products are **Blockchain-based Certificates** (debt instruments) seeking to track underlying asset(s) to be specified in the relevant Final Terms (the “**Underlying**”). An Underlying may consist of (i) any security listed on a regulated market or major exchange for which a prospectus has been published, (ii) any right related to such a security, (iii) any security that has been publicly offered under a prospectus in accordance with the relevant regulatory framework, or (iv) other financial instruments and reference assets including, without limitation, government bonds, equities, emission allowances, indices, ETFs, special purpose vehicles (SPVs), consumer-loan pools, payment service provider (PSP) receivables, DeFi and arbitrage strategies, stablecoin-based yield strategies, and other structured or derivative exposures as specified in the applicable Final Terms. Neither the Products nor the Issuer are or are expected to be rated.

The Products will be governed by the laws of Cyprus.

The Products have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any State or other jurisdiction of the United States and (i) may not be offered, sold or delivered within the United States to, or for the account or benefit of U.S. Persons (as defined in Regulation S (“**Regulation S**”) under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws and (ii) may be offered, sold or otherwise delivered at any time only to transferees that are Non-United States Persons (as defined by the U.S. Commodities Futures Trading Commission).

Important Notices:

The Products and the underlying in respect of the Products are highly speculative and involve a high degree of risk, including the risk of a total loss of all capital invested. The Products will be obligations solely of the Issuer and will not be guaranteed by, or be the responsibility of, any other entity. Investing in the Products therefore entails an issuer risk, meaning that investors must bear losses if the Issuer defaults, becomes insolvent or any other case of negative changes in the financial condition of the Issuer.

The Securities issued in relation to Products under the Program are derivative financial instruments (debt instruments). The Products do not constitute collective investment schemes within the meaning of the Liechtenstein Law concerning specific undertakings for collective investments in transferable Securities (“**UCITSG**”), the Liechtenstein Law concerning the Managers of Alternative Investment Funds (“**AIFMG**”) or the Liechtenstein Law on Investment Undertakings (“**IUG**”) or the Swiss Federal Act on Collective Investment Schemes (“**CISA**”) and are, therefore, neither governed by the UCITSG, the AIFMG, the IUG or the CISA nor are they subject to authorization and supervision by the Liechtenstein Financial Market Authority (“**FMA**”) or any other supervisory authority. Accordingly, holders of the Products do not have the benefit of specific investor protection provided under any of the before cited legal acts. The Issuer is not and will not be regulated by the Liechtenstein FMA or any regulator as a result of issuing the Products. The Products are not and will not be issued, guaranteed, or secured in an equivalent manner by a third party.

<p>This Base Prospectus was approved by the Liechtenstein Financial Markets Authority, Landstrasse 109, Postfach 279, 9490 Vaduz (amm@FMA.li.li) as competent authority under Regulation 2017/1129/EC (the “Prospectus Regulation”) on 1ST December 2025 and is valid until 1st December 2026. In case of significant new factors, material mistakes or material inaccuracies the Issuer is obliged to establish a supplement to the Prospectus. The Issuers obligation to supplement a prospectus does not apply when a prospectus is no longer valid.</p>

The FMA only approves a security prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by Regulation (EC) 2017/1129. Such approval should not be considered as an endorsement of the Issuer or a confirmation of the quality of the securities offered under this Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

IMPORTANT INFORMATION

Approval, scope and passporting

This Base Prospectus (the “Prospectus”) is submitted to the FMA for approval under the Prospectus Regulation and the Delegated Regulation (EU) 2019/980 (“**Delegated Prospectus Regulation**”). The FMA examines prospectuses for completeness, comprehensibility and consistency; approval is not an endorsement of the Issuer or of the quality of the Securities. Following approval, the Issuer may passport this Prospectus to one or more host Member States pursuant to Article 25 PR through the notification procedure provided therein.

Home Member State election under Article 2(1)(m)(ii)

The Issuer elects Liechtenstein as its Home Member State under Article 2(1)(m)(ii) PR on the basis that the Securities are non-equity securities conferring a right to receive a cash amount (cash-settled derivative certificates). The Issuer has a reasonable expectation to make at least one public offer in Liechtenstein during the validity period. ESMA guidance notes the issuer’s Home-MS choice is made once (subject to limited circumstances).

General Sales Restrictions

THE PRODUCTS ARE NOT FOR DISTRIBUTION TO ANY U.S. PERSON OR ANY PERSON OR ADDRESS IN THE UNITED STATES OR IN ANY OTHER JURISDICTION TO WHICH A DISTRIBUTION WOULD BE UNLAWFUL.

This Base Prospectus does not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If the laws or regulation of a jurisdiction require that an offering of securities described herein be made by a licensed broker or dealer and any other party involved (each as defined in the Base Prospectus) or any affiliate of any other party is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such other party or such affiliate on behalf of the Issuer or holders of the applicable securities in such jurisdiction. The offering or sale of the Products in certain jurisdictions may be restricted by law including because of the Underlying. For a description of certain restrictions on offers and sales of Products and on the distribution of this Base Prospectus, see section “Selling Restrictions”. Persons who obtain possession of this Base Prospectus and/or the Final Terms are required to inform themselves about and to adhere to any such restrictions. Neither this Base Prospectus nor the Final Terms constitute or may be used for the purposes of, an offer or solicitation to subscribe for or to purchase any Product in any jurisdiction in which such an offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation. Accordingly, this Base Prospectus and the Final Terms should not be used by anyone for this purpose.

United States

You must read the following before continuing. The following applies to the Base Prospectus following this notice, and you are therefore advised to read this carefully before reading, accessing, or making any other use of the Base Prospectus. In accessing the Base Prospectus, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from the Issuer or the other involved parties (each as defined in the Base Prospectus) as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES, MAY BE USED FOR THE PURPOSE OF, OR MAY BE CONSTRUED AS, AN INVITATION, AN OFFER OR A SOLICITATION OF SECURITIES FOR SALE OR FOR SUBSCRIPTION IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO.

THE PRODUCTS HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND (I) MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES TO, OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT ACCORDING TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS AND (II) MAY BE OFFERED, SOLD OR OTHERWISE DELIVERED AT ANY TIME ONLY TO TRANSFEREES THAT ARE NON-UNITED STATES PERSONS (AS DEFINED BY THE U.S. COMMODITIES FUTURES TRADING COMMISSION). THE BASE PROSPECTUS MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. IN PARTICULAR, IT MAY NOT BE FORWARDED TO ANY U.S. ADDRESS. ANY FORWARDING, DISTRIBUTION, OR REPRODUCTION OF THIS TRANSMISSION IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORIZED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED HEREIN.

European Economic Area

This Base Prospectus is a “prospectus” for the purposes of Regulation (EU) 2017/1129 (the Prospectus Regulation) and has been approved as meeting the requirements imposed under EU law pursuant to the Prospectus Regulation. This Base Prospectus has been prepared on the basis that any offer of the Securities in any Member State of the European Economic Area will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus.

Accordingly, there are no Non-Exempt Offer Jurisdictions as of the date of this Base Prospectus. Neither the Issuer nor any other party has authorised, nor do they authorise, the making of any offer of the Securities to the public in any Member State in circumstances which would require the publication of a prospectus under the

Prospectus Regulation. Any future offer to the public in a Member State (a “Non-Exempt Offer”) may only be made (i) after the Liechtenstein FMA has notified the competent authority of that Member State in accordance with Article 25 of the Prospectus Regulation, and (ii) if and to the extent the applicable Final Terms expressly specify that a Non-Exempt Offer may be made in that Member State during the stated offer period and by the Issuer or an Authorised Participant named therein.

For the avoidance of doubt, in each Member State other than any future Non-Exempt Offer Jurisdictions, any offer of the Securities may only be made pursuant to one or more exemptions set out in Article 1(4) of Regulation (EU) 2017/1129 (as amended), including, without limitation, offers addressed solely to qualified investors, offers addressed to fewer than 150 natural or legal persons other than qualified investors per Member State, or offers where investors acquire Securities for a total consideration of at least €100,000 per investor.

As of the date of this Prospectus, there are no Non-Exempt Offer Jurisdictions. The Issuer may, in the future, update such list by way of Final Terms..

Confirmation of your warranties

In order to be eligible to view the Base Prospectus or make an investment decision with respect to the securities being offered, prospective Investors must be permitted under applicable law and regulation to receive the Base Prospectus. By accessing the Base Prospectus, you shall be deemed to have warranted to the Issuer, the Authorized Participant and the other involved parties that (i) you and any customers you represent are outside the United States and any jurisdiction in which receiving or accessing the Base Prospectus cannot lawfully be made without compliance with registration or other legal requirement, (ii) you are a person who is permitted under applicable law and regulation to receive the Base Prospectus, (iii) you will use this Base Prospectus for the sole purpose of evaluating a possible investment in a Product, and

(iv) you acknowledge that no person is authorized to give any information or make any representation in connection with a Product or an offering that is not contained in this Base Prospectus and the related Final Terms.

Cautioning regarding completeness and true copy of Base Prospectus

The Base Prospectus has been made available to you in an electronic form. Please ensure that your copy of the Base Prospectus is complete.

Issuer not licensed or registered

The Issuer of the Products, NTL, is incorporated under the laws of Cyprus. The Issuer is registered with the Cyprus Securities and Exchange Commission (CySEC) as a Crypto Asset Service Provider (CASP), but is not licensed by the Liechtenstein FMA. The FMA's role is limited to approval of this Prospectus under Regulation (EU) 2017/1129.

Further Important Notices

No person is authorized to provide any information or to make any representation not contained in or not consistent with this Base Prospectus, the Final Terms or any other information supplied by the Issuer in connection with the Program. Investors should not rely upon information or representations that have not been given or confirmed by the relevant Issuer. Except in the circumstances described below, the Issuer has not authorized the making of any offer by any offeror, and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any offer of the Products in any jurisdiction. Any offer made without the consent of the Issuer is unauthorized and the Issuer does not accept any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorized offer.

The Issuer and its affiliates (which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Issuer), if any, may hold, retain, buy or sell Products, the Underlying or the Underlying Components (each, as defined in the section headed “Terms and Conditions”) at any time. See “Risks Factors Relating to the Issuer-Potential Conflicts of Interest”. They may also enter into transactions relating to Products or derivatives of Products, in such amounts, with such purchasers and/or counterparties and at such prices (including at different prices) and on such terms as any such entity may determine, be it as part of its business and/or any hedging transactions as described in this Base Prospectus or for any other reason. There is no obligation upon the Issuer to sell all the Products of any issue. The Products of any issue may be offered or sold in one or more transactions in the over-the-counter market or otherwise at prevailing market prices or in negotiated transactions, at the discretion of the Issuer, subject as provided above.

Neither this Base Prospectus nor any other information supplied in connection with the Program (i) is to be used as the basis of any credit assessment or other evaluation or (ii) is to be considered as a recommendation by the Issuer that any recipient of this Base Prospectus (or any other information supplied in connection with the Program) should purchase any Products. Each Investor contemplating the purchase of any Products should make its own independent enquiries regarding the financial condition and business development of the Issuer and its own appraisal of its creditworthiness.

Neither this Base Prospectus nor any other information supplied in connection with the Program constitutes an offer or an invitation by or on behalf of the Issuer or any person to subscribe for or to purchase any Products. The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Program is correct as of any time subsequent to the date indicated in the document containing the same.

The Products may not be a suitable investment for all Investors. Each potential Investor in the Products must determine the suitability of that investment in light of its own circumstances. In particular, each potential Investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it: (i) has sufficient knowledge and experience to make a meaningful evaluation of the Products, the merits and risks of investing in the Products and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement; (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Products and the impact the Products will have on its overall investment portfolio; (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Products, including Products with principal in one or more currencies, or where the currency for principal is different from the potential Investor's currency; (iv) understands thoroughly the terms of the Products; and (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The validity of this Base Prospectus expires on 1st December 2026.

The Issuer shall prepare a supplement (each a **"Supplement"**) to this Base Prospectus or publish a new base prospectus if there is a significant change affecting any matter contained in this Base Prospectus or a significant new matter arises, the inclusion of information in respect of which would have been so required if it had arisen when this Base Prospectus was prepared or in any other situation required under Art. 23 of the Prospectus Regulation. Any obligation to supplement a Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Base Prospectus is no longer valid.

The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under additional law.

This Base Prospectus contains information extracted from a range of technical and non-technical digital sources, including (but not limited to) documents provided by service providers to the Issuer, their websites, and industry publications. Where third-party information is used in this Base Prospectus, the source of such information is stated. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by each of the relevant sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

An investment into any of the Products does not have the status of a bank deposit and is not within the scope of any deposit protection scheme. The Issuer is regulated as Crypto Asset Service Provider by Cyprus Security Exchange Commission, but is not and will not be regulated by any regulator as a result of issuing the Products.

During the term of the Products, the Product-Related Documents as well as this Base Prospectus and the Final Terms can be downloaded at www.noemon.tech (information on the website is not part of this base prospectus unless such information is incorporated by reference into this base prospectus).

No representation, warranty, or undertaking, express or implied, is made and no responsibility or liability is accepted by any other involved party (as described in the Base Prospectus) as to the accuracy or completeness of the information contained herein, or any other further information supplied in connection with the Product or its distribution.

The Issuer and its affiliates may engage in business activities, including trading, custody, or hedging transactions, involving the same assets or strategies that underlie the Products. Such activities may affect the market price, liquidity, or valuation of the Tokens.

Members of the Issuer's management, shareholders, or related entities may also hold financial interests in counterparties or service providers engaged in the operation, issuance, or distribution of the Products. These circumstances could create potential conflicts between the interests of the Issuer, its affiliates, and Tokenholders.

While internal policies are in place to mitigate such conflicts through disclosure, segregation of duties, and oversight by independent directors, there can be no assurance that all conflicts of interest will be fully eliminated.

Regulatory Perimeter and Product Features

MiCA perimeter

The Securities qualify as "transferable securities" within the meaning of MiFID II (Directive 2014/65/EU). In accordance with Article 2(4) of Regulation (EU) 2023/1114 ("MiCA"), crypto-assets that qualify as financial instruments are expressly excluded from MiCA. Consequently, no MiCA white paper is prepared for the Securities.

Underlyings; MiFID II classification of EUAs

Each Series may reference different categories of assets or strategies, including, without limitation: short-term government bills and notes, listed securities, SPV assets (means (i) unlisted equity securities of private companies, (ii) limited partner interests in funds that invest primarily in unlisted equity securities, and (iii) co-investment interests in equities acquired in unlisted companies alongside such funds), decentralised finance ("DeFi") strategies, consumer-loan pools, and payment service provider ("PSP") settlement-flow receivables.

European Union emission allowances ("EUAs") qualify as financial instruments under Annex I, Section C(11) MiFID II and may be referenced as Underlyings.

Form, transferability and admission

The Securities are issued solely in dematerialised ERC-20 token form on the Ethereum blockchain. Tokens are freely transferable peer-to-peer through smart-contract transfers and may be admitted to trading by independent venues at their discretion. There is no obligation to seek admission to a regulated market. This structure mirrors existing Liechtenstein-approved programmes in which securities are transferable OTC and may subsequently be listed on licensed venues. There are no other restrictions on transferability.

No standing redemption right; optional AP windows

Tokenholders have no contractual standing redemption right. The Issuer may, at its discretion, terminate a Series on notice and pay a termination amount in cash. The Issuer may also, where specified in the relevant Final Terms, open Authorised Participant (“AP”) creation/redemption windows limited to KYC-gated professional counterparties in order to support primary liquidity. This design ensures that Tokenholders do not hold a perpetual mint/redeem claim, maintaining alignment with the derivative-certificate perimeter under the Prospectus Regulation and preserving composability with decentralised finance protocols.

Ordering procedure and delivery of Tokens (no paying agent)

Investors must complete KYC/AML onboarding with the Issuer or its delegate. Upon successful completion they are “greenlisted” and may subscribe. Subscription funds are remitted either (i) by bank transfer (EUR/USD) to an Issuer bank account, or (ii) in stablecoins (e.g. USDC) to a designated multi-signature Issuer Subscription Wallet. There is no paying agent. Subject to completion of KYC/AML checks, the Issuer (acting directly or through its delegated Subscription Operations Agent, Noemon Tech Ltd) reconciles subscription monies and, upon unconditional clearance of funds, mints the Tokens and delivers them to the investor’s designated wallet—either (i) the investor’s self-custody address or (ii) a wallet issued to the investor by Noemon Tech Ltd in its capacity as a CySEC-registered CASP, in compliance with applicable laws and regulations.. An electronic contract note referencing the on-chain mint transaction is issued. Stablecoin settlement for tokenised certificates is consistent with regulatory precedent; settlement currencies include USD, USDC, and EUR, with transfers OTC by default.

Benchmarks Regulation (EU) 2016/1011 (“BMR”)

Where a Series references an index or benchmark, the relevant Final Terms will identify the administrator and state whether such administrator is included in the ESMA BMR register. If a benchmark ceases or is materially modified, the calculation and adjustment provisions in the General Terms shall apply.

PRIPs KIDs; product governance

For each retail-addressed Series the Issuer will prepare and publish a Key Information Document (KID) pursuant to the PRIIPs Regulation prior to the opening of subscriptions. Noemon Tech Ltd, as manufacturer, determines the target market, permitted distribution channels and any negative target market. Distributors remain responsible for carrying out their own product-approval process and for assessing suitability or appropriateness under MiFID II.

Sustainability-related statements (SFDR/Taxonomy)

Unless explicitly specified in the relevant Final Terms, the Securities do not pursue a sustainable investment objective within the meaning of Regulation (EU) 2019/2088 (SFDR) and do not claim alignment with Regulation (EU) 2020/852 (EU Taxonomy). Any “green” features (e.g. EUA overlays) represent economic exposures only and do not constitute sustainability labels.

Data protection, sanctions and AML

Personal data collected for onboarding, AML and investor relations is processed in accordance with applicable law (including GDPR) and the Issuer’s privacy notice. The Issuer conducts sanctions screening of subscription funds and wallets and may reject or return funds (net of transaction costs and network fees) if screening fails.

Amounts

Amounts are expressed in euro (EUR) unless stated otherwise; figures may be rounded. Third-party information has been accurately reproduced; sources are identified and, to the Issuer’s knowledge, no material omissions render such information misleading. This Prospectus contains forward-looking statements which involve risks and uncertainties; actual results may differ materially. Neither this Prospectus nor any Final Terms constitute investment, legal, tax or accounting advice; investors should seek independent advice.

Publication and availability

During the validity period, this Prospectus, the applicable Final Terms, any supplements, the PRIIPs KIDs and the Issuer’s latest audited annual and interim financial statements will be available on the Issuer’s website in an unrestricted section.

CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS

Some statements in this Base Prospectus may be deemed to be forward-looking statements. Forward- looking statements include statements concerning the Issuer’s plans, objectives, goals, strategies, future operations and performance, and the assumptions underlying these forward-looking statements. When used in this Base

Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward-looking statements. The Issuer has based these forward-looking statements on its current view concerning future events and financial performance. Although the Issuer believes that the expectations, estimates, and projections reflected in its forward-looking statements are reasonable as of the date of this Base Prospectus, if one or more of the risks or uncertainties materialize, including those identified in the section captioned "Risk Factors" or which the Issuer has otherwise identified in this Base Prospectus, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, events relating to the Issuer and the Issuer's actual results may be materially different from those expected, estimated or predicted.

Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward-looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

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OVERVIEW

A. INTRODUCTION AND WARNINGS

Noemon Tech Ltd, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS, registered in the commercial register of Cyprus under the registration number HE 427232, with CySEC license number 014/24 LEI 254900JFRZG8P67ZHI74 issues transferable Blockchain-based Certificates under the Program on the Issuance and Offer of Blockchain-based Certificates (the “**Program**”) on the basis of this Base Prospectus dated 1st December 2025 (as supplemented) in conjunction with Final Terms specific to the issue of each Product.

The issuer has not yet issued any products.

This Base Prospectus was approved by the Finanzmarktaufsicht Liechtenstein (“**FMA**”), Landstrasse 109, Postfach 279, 9490 Vaduz (amm@FMA-li.li) on 1st December 2025. Final Terms relating to a specific Product will be filed with the FMA and will, together with this Base Prospectus, be made available at the website of the Issuer at www.noemon.tech (information on the website is not part of this base prospectus unless such information is incorporated by reference into this base prospectus).

This overview contains a description of the main features and risks relating to the Issuer, the securities offered under the Program and the counterparties. The overview should always be read together with the Base Prospectus (as supplemented) and the Final Terms (incl. an issue-specific summary) for a specific Product. A thorough examination of the full Base Prospectus and the Final Terms is therefore recommended prior to any decision to purchase or subscribe to Products issued under the Program. Investors have to consider that they are about to invest in financial products which are complex and not easy to understand and which bear the risk that Investors may lose all or part of the invested capital. The Issuer points out that in the event that claims are brought before a court based on the information contained in the Base Prospectus, the Final Terms or the issue-specific summaries the plaintiff investor may, under national law of the member states of the European Economic Area (EEA), have to bear the costs of translating the Base Prospectus and the Final Terms prior to the commencement of proceedings. In addition, the Issuer points out that the Issuer NTL, who tables the issue-specific summaries including any translation thereof may be held liable in the event that such summary is misleading, inaccurate or inconsistent when read together with the Base Prospectus or the Final Terms or where it does not provide, when read together with the Base Prospectus or the Final Terms, key information in order to aid investors when considering whether to invest in the securities.

B. KEY INFORMATION ON THE ISSUER

Who is the Issuer of the Products?

Noemon Tech Ltd (HE 427232) is a Cyprus-incorporated company registered by the Cyprus Securities and Exchange Commission (CySEC) as a Crypto-Asset Service Provider (CASP) under the national regime (Registration 014/24, 11 November 2024). Its principal place of business is 18 Kyriakou Matsi, Victory Tower, 2nd Floor, Office 201, 1082 Nicosia, Cyprus.

As a CASP, the firm is registered for crypto-asset services including: (i) exchange between crypto-assets and fiat currency; (ii) exchange between crypto-assets; (iii) safekeeping/administration of crypto-assets and cryptographic keys; and (iv) participation or provision of financial services related to the distribution, offering and/or sale of crypto-assets (including initial offerings); reception, transmission and execution of orders, portfolio management, investment advice and dealing on own account.

Its approved domain on the CySEC register is www.noemon.tech.

Business history and development (Appendix 6). The company was incorporated on 28 October 2021 and subsequently adopted its current name in March 2023. The firm applied under CySEC’s local CASP regime in December 2021 and was registered on 11 November 2024 and grandfathered post MiCA coming into effect until July 2026.

Since registration, Noemon Tech has built out procedures, systems and governance aligned to MiCA and CySEC requirements for AML/CTF, custody of private keys and client asset protection, onboarding and client-order handling, and disclosures for crypto-asset offerings.

Activities and recent developments. In August 2025, Noemon Tech launched RareTech, a platform for tokenised exposure to strategic metals. The initial asset-referenced token (ART) issuance was carried out under MiCA’s small-offer exemption for ARTs (average outstanding value below EUR 5,000,000 over 12 months), with a crypto-asset white paper prepared and notified to the competent authority as required by MiCA. The reserve assets are held in the EU with redemption features consistent with Title III of MiCA.

The company maintains an on-the-ground operating presence in Nicosia across brokerage, custody/operations, client service, IT and compliance, with local leadership including directors Moritz Gottschalk and Andreas Vassiliades.

References (public registries & rules)

- CySEC CASP Register — Noemon Tech Ltd (registration number 014/24; registration date 11/11/2024; address; approved domain). (CySEC)

- CySEC CASP Register (index listing confirming firm entry and registration details). (CySEC)
- Cyprus Registrar of Companies — NOEMON TECH LIMITED (HE 427232; incorporation date 28/10/2021). (Companies Registry Cyprus)
- Company event history (name change recorded in 2023).
- LEI: 254900JFRZG8P67ZHI74, Legal Address FOTI PITTA 9 2ND FLOOR, OFFICE 201 NICOSIA, Lefkosia (CY-01), 1065 CYPRUS, Headquarters Address 18 KYRIACOU MATSI VICTORY TOWER 2ND FLOOR, OFFICE 201 NICOSIA, Lefkosia (CY-01), 1082 CYPRUS (Bloomberg).
- <https://noemon.tech/> — services scope and RareTech product overview; regulatory & contact details.
- MiCA (Regulation (EU) 2023/1114) — ART small-offer exemption and white-paper notification (Title III; Article 16(2); recital on white-paper obligation).

NTL can issue and distribute cash-settled derivative certificates that provide exposure to Underlyings set out in the Final Terms (including: short-duration sovereign bond baskets; sovereign bonds with EUA overlays; securities with EUA overlays; SPV NAVs; DeFi strategies executed off-/on-chain; granular consumer-loan pools; and short-dated PSP settlement-flow receivables). EUAs are MiFID II financial instruments(Annex I, Section C(11))

The Board of NTL is as follows:

- Executive director - Andreas Vassiliades
- Executive director - Joachim Hermann Moritz Gottschalk
- Independent Non Executive Director - Marios Athanasiou
- Non Executive Director - Dimitrios Kavvathas

Moritz Gottschalk began his career in 2004 as a member of the Emerging Markets proprietary fixed income trading team at DEPFA bank, based in Cyprus. Following his experience at DEPFA bank, Moritz continued his career in sales and sales/trading capacities at international investment banks in London, including Bear Stearns, Societe Generale and Oppenheimer Europe, maintaining focus on emerging/frontier economies across the fixed income and credit product spectrum.

Graduated in International Economics from Bocconi University in Milan and holds a Master in Artificial Intelligence from the European University of Rome..

There are currently no conflicts of interest between the managing director of the Issuer and the private interests of the managing director.

Dimitrios Kavvatahs is the UBO and Director of Noemon Finance Ltd, Noemon Tech Ltd, Noemon Money Ltd as well Noemon Holdings Ltd. He also has been serving as investment officer of Harmony Advisors Dimitrios joined Harmony in June 2016 and is responsible for its discretionary investment mandates including an in-house multi strategy hedge fund, managed accounts, private equity, venture capital and special situations. Furthermore, Dimitrios oversees the firm's global asset allocation framework as well as fundamental and quantitative research efforts across all assets.

Prior to Harmony, Dimitrios worked at Noble Group as co-head of financial services, where he was responsible for structured finance, commodity enhanced finance and origination. He also briefly served as Asia Pacific head of global markets for VTB Capital.

Dimitrios joined Goldman Sachs in 2001 and was promoted to managing director in 2005 and to partner in 2008. He served on several senior positions including co-head of Asia Pacific Securities Division Distribution, and member of the Operating Committee. He was also a member of the Asia Pacific Risk Committee, the Global Firmwide New Activity Committee, the Global Firmwide Asset & Liability Committee, and the Goldman Sachs Asia LLC Board of Directors.

Dimitrios was also Founder and Chairman of Nomisma Holdings Pte. Ltd. Nomisma is a financial infrastructure solution provider, as well as a regulated digital asset derivatives trading venue operator, which was acquired by Amber Group; where he served as Chief Strategy Officer as well as CEO of EMEA and Amber MENA.

Dimitrios holds a BSc in economics from Athens University of Economics and Business, and an MA and PhD in economics from the University of Chicago.

The statutory auditor of the Issuer is M. Evangelou & Partners Audit & Consulting Ltd, 6 Laiou Street, Anna Court, Block A, Office 501, 7th Floor, 3015 Limassol, Cyprus (T +357 255 66830, F +357 255 66840, www.kme.com.cy), which is a member of the Institute of Certified Public Accountants of Cyprus (ICPAC).

Group / flexibility of roles. For operational speed and control, the Issuer may appoint group entities (including NTL) as Strategy Execution Agent, Subscription Operations Agent, Oracle Publisher, or Calculation Agent under mandate. The General Terms permit substitution of the Issuer with a group EU/LI issuer (subject to regulatory approvals and investor notice) to accommodate regulatory evolution.

Financial information and going concern. NTL's most recent audited annual financial statements and any interim

financial statements are incorporated by reference and available on the Issuer's website during the validity period.

What is the key financial information regarding the Issuer?

The Issuer is a newly incorporated entity; thus, only limited historical financial information is available. As of the date hereof, the share capital of NTL in the amount of EUR 150,000 is entirely paid in; it is divided into 150,000 ordinary shares of EUR 1 each.

The financial year of the Issuer ends on 31 December of each year.

What are the key risks that are specific to the Issuer?

Risks relating to the Issuer's business activities

The Issuer, Noemon Tech Limited, has been established in 2021 to operate as a CASP under national regime grandfathered into MiCA with a specified perimeter of regulated activities as described in the CySEC website <https://www.cysec.gov.cy/en-GB/entities/crypto-asset-services-providers-casps/casp-register/98518/> and incidentally develop or procure software including smart contracts and services for the tokenisation of assets. The Issuer's business operations are limited to the business operations described in this base-prospectus. The Issuer may engage in additional though similar business operations. The Issuer may charge fees to the Tokenholders in context with the issuance and redemption of the Token. The income generated through these fees, its other business activities and shareholder support are considered sufficient by the Issuer to cover its operating cost

Legal and regulatory risks

Regulation of the Issuer by any regulatory authority

The Issuer, Noemon Tech Ltd, is registered with the Cyprus Securities and Exchange Commission (CySEC) as a Crypto-Asset Service Provider (CASP) under Cypriot law. As a CASP, the Issuer is subject to ongoing supervisory requirements relating to governance, compliance, and anti-money laundering under applicable Cypriot legislation.

The Issuer is not licensed as a CIF under MiFID II, nor as a bank or payment institution. However, in its capacity as a crypto-asset service provider (under the current CySEC framework and, upon authorisation, under Regulation (EU) 2023/1114 (MiCA)), it is subject to prudential and conduct-of-business supervision, including (i) a fixed-minimum own-funds requirement aligned to the services it provides—€150,000** for the relevant service category—together with any 'greater-of' own-funds tests prescribed by applicable rules, and (ii) ongoing governance, organisational, outsourcing and AML/CTF obligations.. While the Issuer operates in accordance with its CASP registration, there can be no assurance that regulatory authorities in other jurisdictions will not take a different view regarding the applicability of their local laws to the Issuer or its activities. Any such determination could have an adverse impact on the Issuer or the holders of the Products.

Most material risks specific to the Issuer.

1. Regulatory/compliance risk—Changes to MiFID II/MAR/PRIPs or national rules (and supervision across multiple EEA states via passport) may affect operations and costs.
2. Operational resilience & vendor risk—Dependence on systems and third-party providers (KYC/AML, wallets, oracles, execution venues) could disrupt operations.

C. KEY INFORMATION ON THE PRODUCTS ISSUED UNDER THE PROGRAM

What are the main features of the Products?

The products are issued in the form of Tokens, which constitute derivative debt instruments. Tokenholders participate indirectly in the performance of the Underlying and may transfer Tokens to other natural or legal persons. The Tokens are structured as bearer instruments.

Tokenholders are not entitled to demand delivery of the Underlying. The Token are not and will not be issued as a paper certificate. Any claim to execution on paper is excluded. Tokenholders shall at no time have the right to demand either (i) the conversion of Token into physical securities or (ii) the delivery of physical securities.

The Token are transferable and may be traded by Tokenholders OTC on a bilateral basis. The Issuer may further decide to list the token and make them tradeable at platforms or exchanges holding necessary licenses.

Tokenholders have no contractual right of redemption. Exit is only possible via secondary market transfers. The Issuer may, at its discretion, terminate the Series and redeem all outstanding Tokens (Issuer Call Option), with the redemption amount determined as described in the applicable Final Terms. In order to purchase Tokens, a successful onboarding of the investor and completion of the KYC requirements by the investor providing all required data is required. The Blockchain-based Certificates do not have a maturity date, unless stated otherwise in the Final Terms

Blockchain-based Certificates

The Securities constitute blockchain-based certificates in the legal form of derivative debt instruments, issued

exclusively in dematerialised form as ERC-20 tokens deployed on public Ethereum-Virtual-Machine (EVM) compatible blockchains, as further specified in the relevant Final Terms. Each Series references one or more Underlyings, which may include, inter alia, sovereign bills or bonds, European Union Allowances (EUAs) under the EU ETS, listed securities, SPV assets (means (i) unlisted equity securities of private companies, (ii) limited partner interests in funds that invest primarily in unlisted equity securities, and (iii) co-investment interests in equities acquired in unlisted companies alongside such funds), decentralised finance strategies, consumer loan pools, or receivables from payment service provider settlement flows.

The Securities are cash-settled instruments; Tokenholders have no legal or contractual entitlement to physical delivery of any Underlying. No standing redemption right exists. Redemptions, if any, may occur only upon termination of a Series by the Issuer or pursuant to any optional Authorised Participant creation/redemption window as expressly set out in the applicable Final Terms.

Denomination and Minimum Investment

The Securities are issued without denomination (denomination: not applicable). The minimum investment amount is EUR 1.00 or USD 1.00, or such higher amount as may be specified in the relevant Final Terms. This structure is consistent with Liechtenstein-approved precedent programmes in which dematerialised tokenised certificates were issued with denomination “n/a” and minimum subscription amounts of USD 1.00.

Form, Transferability and Ranking

The Securities are issued solely in the form of ERC-20 tokens. Subject to compliance with applicable law, Tokens are freely transferable on a peer-to-peer basis, over-the-counter (bilateral transfers), and may be admitted to trading on digital-asset trading platforms or exchanges which elect, at their own discretion, to list the Securities. There is no obligation on the Issuer to seek admission to a regulated market.

Unless otherwise provided in the relevant Final Terms, the Securities constitute direct, unconditional, **pari passu qualified subordinated** obligations of the Issuer. Where a Series is designated as secured in its Final Terms, the Securities will benefit from collateral arrangements held by a duly appointed Security Agent, acting on trust for the Tokenholders, as described in the relevant Collateral Agreement.

Subscription and Primary Issuance (No Paying Agent)

Prospective investors must undergo and successfully complete anti-money laundering and know-your-customer due diligence with the Issuer or its delegate, upon which they will be designated as “green-listed” and eligible to subscribe.

Subscription monies are to be paid either (i) in fiat currency (EUR/USD) to designated Issuer bank accounts, or (ii) in stablecoins (including, without limitation, USDC) to an Issuer Subscription Wallet operating under multi-signature control. No paying agent is appointed.

Upon receipt of cleared subscription funds, the Issuer will mint the corresponding Tokens and transfer them to the investor’s self-custody wallet address as recorded during onboarding. The Issuer shall also issue an electronic contract note to the investor, referencing the blockchain transaction hash evidencing the mint.

Stablecoin settlement is expressly contemplated by regulatory precedent in Liechtenstein-approved tokenised certificate programmes. Acceptable settlement currencies for the Securities include EUR, USD, USDC and , as specified in the relevant Final Terms.

Rights attached to the Products

Products are issued as Token. Holders of Token (the “**Tokenholders**”) indirectly participate in the performance of the Underlying. Tokenholders may trade their Token with other natural or legal persons.

Tokenholders are not entitled to demand delivery of the Underlying. The Token are not and will not be issued as a paper certificate. Any claim to execution on paper is excluded. Tokenholders shall at no time have the right to demand either (i) the conversion of Token into physical securities or (ii) the delivery of physical securities.

The Token are transferable and may be traded by Tokenholders OTC on a bilateral basis. The Issuer may further decide to list the token and make them tradeable at platforms or exchanges holding necessary licenses.

Tokenholders have no contractual right of redemption. Exit is only possible via secondary market transfers. The Issuer may, at its discretion, terminate the Series and redeem all outstanding Tokens (Issuer Call Option), with the redemption amount determined as described in the applicable Final Terms. In order to purchase Tokens, a successful onboarding of the investor and completion of the KYC requirements by the investor providing all required data is required. The Blockchain-based Certificates do not have a maturity date, unless stated otherwise in the Final Terms

Redemption and Maturity

The Securities do not confer upon Tokenholders any contractual standing redemption right. The Issuer retains the unilateral discretion to terminate or call a Series, in whole but not in part, and to pay to Tokenholders a cash termination amount determined in accordance with the provisions of the applicable Final Terms and the General Terms and Conditions.

Where expressly provided in the Final Terms, the Issuer may establish limited creation and/or redemption windows for Authorised Participants (“AP windows”), restricted to KYC-verified professional counterparties. Such

AP windows may facilitate primary market liquidity but do not constitute, and shall not be construed as, an ongoing redemption right of Tokenholders.

Valuation, Oracles and Publication (Indices/Benchmarks)

The valuation methodology applicable to each Series shall be specified in the relevant Final Terms and may include, without limitation: administrator price files for government bonds, settlement prices of EU emission allowances (such as ICE Endex or EEX), consolidated exchange prices for listed securities, or on-chain time-weighted average price ("TWAP") or oracle sets for decentralised finance strategies.

The Final Terms shall further specify cut-off times, fallback valuation sources, and publication channels, which may include the Issuer's website and/or designated on-chain publishers.

Where the valuation of a Series references an index or benchmark within the meaning of Regulation (EU) 2016/1011 ("BMR"), the Final Terms shall disclose the identity of the benchmark administrator and state whether such administrator is included in the register maintained by ESMA pursuant to Article 36 of the BMR. In the event that a benchmark ceases to be provided or is materially changed, the adjustment provisions set out in the General Terms and Conditions shall apply.

MiCA Statement

The Securities qualify as financial instruments in the form of transferable securities within the meaning of MiFID II (Directive 2014/65/EU). In accordance with Article 2(4) of Regulation (EU) 2023/1114 ("MiCA"), MiCA does not apply to crypto-assets which qualify as financial instruments. Accordingly, no MiCA white paper has been prepared in respect of the Securities.

Ranking of the Products in the event of insolvency

The claims of the Tokenholders against NTL are qualified subordinated. The assertion of claims is excluded for as long as and to the extent that payment of the claims would give rise to the opening of insolvency proceedings against the assets of NTL.

Security granted may be unenforceable or enforcement of the Security may be delayed

If applicable according to the Final Terms, pursuant to the General Terms and Conditions, NTL has granted to the Security Agent a lien on the Collateral Account and on the Collateral for the benefit of the Tokenholders as collateralisation of the claims of the Tokenholders ("**Security**"). These security arrangements may not be sufficient to protect the Tokenholders in the event of the Issuer's bankruptcy or liquidation due to various reasons. There is a legal risk that the Security is not enforceable and there could be uncertainties on how to enforce such Security or changes in legislation. In addition, the enforcement of the Security may be delayed.

Realisation of Security and role of the Security Agent

The Security Agent may take any action permitted by the General Terms and Conditions and the relevant security documents in an enforcement scenario without having regard to the effect of such action on individual Tokenholders. Fees, costs, and expenses for the Security Agent will need to be paid in advance.

All fees, costs, and expenses related to the enforcement will be the sole responsibility of, and will be deducted from any payments made to, the relevant Tokenholders.

Custodian

The Issuer will appoint one or more duly licensed credit institutions or investment firms to act as custodian (the "Custodian") in respect of each Series, as specified in the applicable Final Terms. Pursuant to the Custody Agreement between the Issuer and the Custodian, the Custodian maintains the Collateral Accounts in which Collateral for the relevant Series is credited. The Custodian is responsible for holding such Collateral in accordance with applicable law and the Custody Agreement.

The Custodian acts solely on instructions of the Issuer prior to a Realisation Event and, following the occurrence of a Realisation Event duly notified by the Security Agent in accordance with the Collateral Agreement and Account Control Agreement, exclusively on the instructions of the Security Agent. The Custodian does not assume any duty to monitor compliance with the terms of the Products, nor does it act as agent, trustee or fiduciary of the Investors. The Custodian's liability is limited to losses directly caused by its gross negligence, wilful misconduct or fraud, and it shall have no liability for indirect or consequential damages.

The identity of the Custodian(s) for each Series will be disclosed in the applicable Final Terms and may also be published on the Issuer's website.

What are the key risks that are specific to the Products?

Risks relating to the liquidity of the Products

Risk relating to the Underlying

The Products are issued in the course of tokenization of an Underlying. Tokenholders only indirectly participate in the performance of the Underlying and are thus in general exposed to all risks stemming from or in relation to the Underlying. Tokenholders are not entitled to demand delivery of the Underlying. Tokenholders have no contractual redemption right. Exit is only possible via secondary market transfers. The Issuer may, at its discretion, terminate

a Series (Issuer Call Option) or open limited AP windows as specified in the Final Terms.

The value of an investment in a Product, however, may not perfectly reflect or track the value of the Underlying. At any time, the price at which any Underlying trades on stock exchanges, regulated or unregulated markets within the EEA or abroad or any other exchange or market on which they may be quoted or traded may not accurately be reflected in changes to the value or price of the Product. The value and price of a Product will typically be a function of supply and demand amongst Tokenholders wishing to sell and investors wishing to buy this Product.

Most material risks specific to the Securities.

1. Liquidity & no-redemption risk - There is no continuous, holder-option redemption; secondary ERC-20 liquidity is not assured.
2. Smart-contract/blockchain risk—Bugs, exploits, forks, chain halts, gas spikes, or key-management errors may impair transfers/publication.
3. Valuation/oracle risk—Primary sources may fail or be manipulated; fallbacks may lead to different or delayed marks.
4. Legal recognition risk—Recognition of token-based title and Cypriot-law bearer terms across jurisdictions continues to evolve (noting that security-token prospectuses have previously been approved by the FMA).

No-Redemption Risk

The Products do not grant Tokenholders any contractual standing redemption right. Exit from the investment is possible only through secondary-market transfers or, if and when provided, through limited creation and redemption windows for Authorised Participants as specified in the applicable Final Terms. The Issuer has no obligation to repurchase or redeem Tokens at the request of investors. Accordingly, investors may be exposed to illiquidity and may be unable to realise their investment at the desired time or at a fair value. The absence of a redemption mechanism may result in a prolonged holding period and could lead to a total loss of invested capital if no secondary market develops.

Oracle and Valuation Risk

For Series whose valuation depends on data sourced from oracles, index administrators, or other external feeds, the accuracy and reliability of such data directly affect the calculation of the Token value. Failures, delays, manipulations, or discrepancies in oracle data or benchmark publication may result in erroneous valuations, temporary suspension of price updates, or settlement delays. In extreme cases, such failures could cause incorrect redemption or termination amounts to be calculated. The Issuer relies on multiple fallback sources and verification procedures as described in the “General Terms and Conditions” and in the applicable Final Terms, but there can be no assurance that all such risks will be fully mitigated.

Investing in Blockchain-based Certificates is not the same as investing in the Underlying

Investing in Blockchain-based Certificates is not the same as making an investment or holding the relevant underlying assets of the relevant Product. The return from holding Blockchain-based Certificates is not the same as the return from buying or holding the Underlying.

Duration and potential lack of liquid markets

The Products do not have a fixed term and do not mature.

The only means through which a Tokenholder will be able to realize value from a Product will be to redeem it or sell it at its then market price in a secondary transaction, i.e. OTC on a bilateral basis or through a qualified and licensed platform or exchange on which the Token may have been listed by the Issuer. As of the date of this Base Prospectus, the Blockchain-based Certificates will only be transferable on a bilateral basis. The Base Prospectus has not been registered with and the Token have not been listed on any (crypto) exchange or platform by the Issuer and it is unclear when the Issuer will be able to do so. It is specifically unclear, due to pending regulatory questions, when qualified and licensed platforms will be available, whether those have to be structured as OTFs or MTFs or whether other specific types of crypto-platforms will become licensable to operate as a trading platform for security token (such as the Blockchain-based Certificates).

Risks relating to the Custodian and the Custody of Collateral

Collateral for the Products – if specified in Final terms - is held with the Custodian under the Custody Agreement. Investors are exposed to the credit risk and operational risk of the Custodian. If the Custodian becomes insolvent, fails to perform its duties, or is otherwise unable to comply with its obligations, there is a risk that the Collateral may be unavailable, delayed, diminished in value or subject to competing claims. In such circumstances, the ability of the Security Agent to enforce the Collateral and to distribute Net Realisation Proceeds to Investors may be materially impaired.

Furthermore, the Custodian acts only upon instructions of the Issuer (prior to a Realisation Event) or the Security Agent (after a Realisation Event). The Custodian does not monitor the performance of the Issuer or the Products and does not act as fiduciary of the Investors. Accordingly, Investors bear the risk that the Custodian, in following instructions, may hold or dispose of Collateral in a manner that adversely affects the value or timing of any payments due under the Products.

Performance of the Underlying

Prospective investors should note that the Blockchain-based Certificates, their value, and performance is, to a certain extent, linked to the performance of the Underlying. Accordingly, prospective investors should be aware that the Blockchain-based Certificates may be adversely affected by risks applicable to the Underlying.

In particular, the value of an Underlying can go down as well as up and the past performance of an Underlying will not be indicative of its future performance. There can be no assurance as to the future performance of any Underlying. The Blockchain-based Certificates may trade differently from the performance of the Underlying and changes in the value of the Underlying may not result in a comparable change in the market value of the Blockchain-based Certificates.

Dividend and Debt Service Entitlement and Redemption

Tokenholders will not receive periodic distributions in the form of dividends or debt service. Any dividends, coupons, or interest payments accruing from the Underlying will be reinvested or accumulated, thereby increasing the value of the Underlying and, in turn, the value of the Token.

Information on the type of the Underlying asset, including its nature, market, and settlement system, is provided in the section *Description of the Underlying* of this Prospectus. The determination of any interest payable and the validity period of claims to interest and principal repayment will either be specified herein or, if not yet determined at the date of approval, will be disclosed in the applicable Final Terms.

The Issuer also discloses any adjustment rules relating to events affecting the Underlying asset, as well as a description of events that could disrupt the market, settlement, or valuation of the Underlying and thereby affect the Token. Where the security has a derivative component in the calculation of value or in the mechanism of interest accumulation, a clear and comprehensive explanation is provided to enable investors to understand how their investment is impacted by fluctuations in the value of the Underlying, particularly in circumstances where risks are most apparent.

All definitive information relating to the interest mechanism, repayment claims, adjustment rules, and specific features of the Underlying will, in any case, be set out in the applicable Final Terms.

D. KEY INFORMATION ON THE OFFER OF THE NOTES TO THE PUBLIC

Under which conditions and timetable can I invest in this security?

Investors can invest in Blockchain-based Certificates once they have fulfilled the KYC requirements. Investment in Blockchain-based Certificates is possible during the term of this base prospectus.

Blockchain-based Certificates, once issued, are transferable and may be traded by Tokenholders through “over-the-counter” contracting of a holder of Token directly with another party using smart contracts whitelisted by the Issuer (“**OTC Contracts**”) on a bilateral basis or on licensed crypto-asset platforms and exchanges on which the Blockchain-based Certificates may be listed by the Issuer (if any).

The Offer Period ends with the end of the (prolonged) validity period of this Base Prospects or at a date specified in the Final Terms.

Offer Format and Passporting

The Securities may be publicly offered in the Principality of Liechtenstein and, upon notification pursuant to Article 25 of Regulation (EU) 2017/1129 (the “Prospectus Regulation”), in such additional EEA host states as may be designated by the Issuer. Admission of the Securities to trading on a regulated market is not a condition precedent to their validity. Trading venue operators may, at their sole discretion, elect to admit one or more Series to trading at a later stage; the Issuer does not undertake any obligation to seek such admission.

Product Governance and PRIIPs

Noemon Tech Ltd, as manufacturer within the meaning of the MiFID II product governance rules, shall determine the positive and negative target markets for each Series, the appropriate distribution channels, and any related distribution restrictions. Each distributor is required to conduct its own product approval process and to perform suitability and/or appropriateness assessments of prospective investors in accordance with MiFID II.

For any Series addressed to retail investors, a Key Information Document (KID) prepared in accordance with Regulation (EU) No 1286/2014 (PRIIPs Regulation) will be made available prior to the commencement of the subscription period.

Selling Restrictions; Consent to Use of the Prospectus

Offers of the Securities shall be conducted in compliance with the applicable laws and regulations of the relevant jurisdictions. The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, absent registration or an applicable exemption.

No consent is granted for the use of this Prospectus by any financial intermediary for subsequent resale or final placement of Securities unless such consent is expressly stated in the applicable Final Terms.

Expenses

Costs related to the issuance of Blockchain-based Certificates will be defined in the Final Terms and are to be borne by the investor requesting such issue.

Why is this Base Prospectus being produced?

NTL has been established as Cyprus regulated Crypto Asset Provider (CASP). As CASP one of the capabilities are the issuance of Token like the Products pursuant to this Base Prospectus.

Blockchain-based Certificates created and issued by NTL are transferable and may be traded through OTC trades or on licensed crypto-platforms or exchanges once the Token have been listed on such platforms or exchanges by the Issuer.

This Base Prospectus is meant to describe the offering of the Products by NTL detailing the main features of the Products.

Fees related to the Products: For its services in context with issue and redemption of Blockchain-based Certificates, the Issuer charges the following fees:

Token Issuance Fee: The Issuer charges an issuance fee of a certain percentage of the purchase price as defined in the Final Terms of the respective Product.

Token Redemption Fee: The Issuer charges a redemption fee of a certain percentage of the redemption amount as defined in the Final Terms of the respective Product.

Redemption Fees are all management fees and all fees hypothetically arising from a liquidation process. The Redemption Fees may include but are not limited to transaction fees of the Underlying in the brokerage account, maintenance fees of the brokerage account, management fees by the issuer of the Underlying, redemption fees in stablecoin settlement, issuance fees in stablecoin settlement, and a redemption fee of the hypothetical entity exercising the redemption. In addition, trading fees may accrue if Tokenholders trade and transfer their Blockchain-based Certificates OTC or on licensed platforms or exchanges on which the Token may be listed by the Issuer. A Tokenholder needs to pay for gas fees of transactions or execution of smart contracts within the Ethereum network.

Further information on costs, expenses, and charges applicable to a specific Series will be set out in the relevant Final Terms. Investors should note that the total costs of a specific issuance may differ depending on the Series and will be disclosed in the applicable Final Terms.

Conflicts of Interest

There are no conflicts of interest.

Dimitrios Kavvathas is the UBO and Director of Noemon Finance Ltd, Noemon Tech Ltd, Noemon Money Ltd . He also has been serving as investment officer of Harmony Advisors. Dimitrios joined Harmony in June 2016 and is responsible for its discretionary investment mandates including an in-house multi strategy hedge fund, managed accounts, private equity, venture capital and special situations. Furthermore, Dimitrios oversees the firm's global asset allocation framework as well as fundamental and quantitative research efforts across all assets.

Prior to Harmony, Dimitrios worked at Noble Group as co-head of financial services, where he was responsible for structured finance, commodity enhanced finance and origination. He also briefly served as Asia Pacific head of global markets for VTB Capital.

Dimitrios joined Goldman Sachs in 2001 and was promoted to managing director in 2005 and to partner in 2008. He served on several senior positions including co-head of Asia Pacific Securities Division Distribution, and member of the Operating Committee. He was also a member of the Asia Pacific Risk Committee, the Global Firmwide New Activity Committee, the Global Firmwide Asset & Liability Committee, and the Goldman Sachs Asia LLC Board of Directors.

Dimitrios was also Founder and Chairman of Nomisma Holdings Pte. Ltd. Nomisma is a financial infrastructure solution provider, as well as a regulated digital asset derivatives trading venue operator, which was acquired by Amber Group; where he served as Chief Strategy Officer as well as CEO of EMEA and Amber MENA.

Dimitrios holds a BSc in economics from Athens University of Economics and Business, and an MA and PhD in economics from the University of Chicago.

The Issuer does not participate in any form in the financial results and business operations of any of its direct or indirect shareholders and none of the direct or indirect shareholders does (directly or indirectly) participate in fees related to tokenization and redemption of the Products (other than through receipt of dividends, if any).

Responsibility statement. The Board of Noemon Tech Ltd accepts responsibility for this Base Prospectus. To the best of its knowledge, having taken all reasonable care to ensure that such is the case, the information contained herein is in accordance with the facts and contains no omission likely to affect its import.

Language. This Prospectus is published in English. Certain legal references may appear in their original language to preserve technical meaning.

Availability and contact. During the validity period, this Prospectus, the Final Terms, any supplements, the PRIIPs KIDs and the Issuer's financial statements will be available on www.noemon.tech. Contact: info@noemon.tech.

RISK FACTORS

Certain capitalized terms used in this section are defined in the Terms and Conditions and/or the Final Terms.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Products. There may however be other, additional risks leading to the inability of the Issuer or any of the Parties involved in the Program to comply with their obligations under the Program and the Issuer does not warrant that the statements below regarding the risks are exhaustive. Before making an investment decision, prospective Investors in the Products should consider carefully, in the light of their own financial circumstances and investment objectives, all the detailed information set out elsewhere in this Base Prospectus and the respective Final Terms in order to reach their own views before making any investment decision.

I. GENERAL RISKS

The following risk factors are **specific** to the Products (tokenised bearer debt certificates represented by ERC-20 tokens), material, and presented in descending order of assessed materiality. Each describes a concrete mechanism and its potential **negative effect** on investors.

Recognition and Redemption Gating (High)

Only wallet addresses that have successfully completed the issuer's onboarding and compliance checks are recognised for primary issuance and redemption. An acquirer who is not verified may be unable to redeem or exercise issuer-facing rights, which can force a sale on secondary markets at a discount or result in prolonged illiquidity.

Settlement via Digital Tokens Referencing Fiat (High)

Where subscriptions or redemptions are effected in a digital token that references a fiat currency, peg breaks, freezes/blacklisting, chain congestion, or policy changes by the token issuer or its infrastructure providers may delay, reduce, or prevent settlement, or require conversion steps with timing and cost uncertainty.

Valuation and Calculation Methodology (High)

Redemption amounts depend on pricing sources, cut-off times, fair-value adjustments, and error-correction procedures. In illiquid or disrupted markets, the methodology may require judgement. Mis-pricing, stale data, or operational error can lead to incorrect issue/redemption amounts, temporary suspensions, or restatements.

Market and Liquidity Risk (High)

The market value of the Products may fluctuate significantly due to changes in interest rates, market volatility, investor sentiment, or the performance of comparable instruments. Because the tokens may trade primarily OTC or on venues without assured continuous liquidity, investors may be unable to sell at a desired time or price; in stressed conditions, persistent discounts to indicative value may occur. In extreme circumstances, the lack of secondary-market demand could lead to a total loss of invested capital. Where a Product references digital assets or strategies linked to digital assets, prices can experience substantial short-term fluctuations. Sharp market moves or disruptions can cause rapid and material declines in value, including gap risk around news, funding resets, or liquidity withdrawals.

Risks Associated With the Reinvestment Mechanism and Redemption Valuation (High/Medium)

Because the Products do not distribute dividends or coupons, any income generated by the Underlying is reinvested and reflected only in the redemption value of the Tokens. Periods of market disruption, changes in pricing sources, valuation adjustments, or delays in the reinvestment of proceeds may cause the redemption amount to diverge from the economic return of the Underlying. Events affecting the market, settlement system, or liquidity of the Underlying—including trading halts, extreme volatility, or failures of the settlement infrastructure—may require adjustments, suspensions, or alternative valuation methods. These mechanisms may result in lower redemption amounts or delays in settlement and can materially affect the amount receivable by investors. **Status and Insolvency (Unsecured Nature) (High/Medium)**

For unsecured series, holders are direct, unsecured and unsubordinated creditors of the issuer. In an issuer insolvency, recoveries may be partial or nil. The absence of security interests over specific assets increases the severity of loss given default.

Counterparty and Custody Risk (Medium to High)

The Issuer relies on external custodians, wallet providers and operational partners for safekeeping of assets, execution of transactions and settlement of stablecoin or fiat transfers. Where assets or strategy funds are held with custodians, sub-custodians, prime brokers, exchanges, protocols, or multi-signature wallets, failures, operational errors, insolvency, rehypothecation, loss of key control, or access restrictions can cause partial or total loss or materially delay redemptions.

Technology and Operational Risk (Medium)

The Products depend on public blockchain infrastructure and smart-contract systems. Software defects, key compromise, governance or upgrade errors, oracle malfunctions, network forks, censorship, or congestion can freeze balances, impede redemptions, or necessitate emergency pauses. Such risks include software errors, protocol forks, validator failures, or network congestion that may disrupt transaction processing or valuation

updates.

Regulatory and Legal Risk (Low)

Noemon Tech Ltd is registered with CySEC as a Crypto-Asset Service Provider (CASP) and operates within the European regulatory perimeter for crypto-assets and financial instruments. Amendments to the applicable frameworks, including MiFID II, the Prospectus Regulation, or Regulation (EU) 2023/1114 (MiCA), may impose additional licensing or prudential requirements. Such changes could restrict the Issuer’s ability to offer or maintain the Products, increase operational costs, or negatively affect the market value and tradability of the Tokens.

Operational Screening and False-Positive Outcomes (Medium)

Onboarding and ongoing screening (including sanctions and wallet risk checks) can yield false positives or require additional information. Screening updates may newly restrict previously eligible wallets. Resulting holds can temporarily block primary issuance or redemption until issues are resolved.

Strategy-Specific Risks (Applicable Series Only) (Medium)

For series that reference a strategy (e.g., basis, derivatives, or DeFi strategies), returns depend on funding rates, liquidity, margining, and venue integrity. Funding compression, adverse basis moves, liquidation cascades, exchange or protocol incidents, oracle manipulation, or connectivity loss can rapidly reduce value and trigger temporary gates to avoid disorderly liquidation.

Secondary-Market Price Deviations from Indicative Value (Medium)

No listing or market-making is assured. In stressed conditions, bid-ask spreads may widen and trading prices may deviate materially from indicative value or estimated NAV, causing investors who sell on secondary markets to realise less than underlying value.

Affiliates may act in roles such as calculation, administration, distribution, custody, or strategy services. Valuation judgements, fee arrangements, and operational priorities may create conflicts that, despite policies and oversight, cannot be eliminated and may adversely affect investors.

Taxation (Low/Medium)

Tax treatment varies by investor and jurisdiction, including for settlements made using digital tokens referencing fiat and for the characterisation of amounts received. Changes in law or interpretation can increase tax burdens or impose withholding, reducing net proceeds.

II. RISK FACTORS RELATING TO THE ISSUER

The following issuer-specific risk factors are material and presented in descending order of assessed materiality (High / Medium / Low). Each risk describes a concrete mechanism and its potential adverse effect on the Issuer’s ability to meet obligations under the Securities.

Issuer Creditworthiness; Limited Operating History and Fee Dependence (High)

The Issuer was established in 2021 and has a limited operating history. It expects to fund operations primarily from fees charged in connection with issuances and redemptions (typically 0.5%–2% of notional) and has no significant assets beyond initial capital and accrued fee income. If fee income and/or shareholder support are insufficient, the Issuer may be unable to meet its payment and operational obligations. In an Issuer insolvency, investors may suffer a partial or total loss.

Operational Resilience and Third-Party/Vendor Dependence (Medium)

The Issuer relies on external providers for critical functions, including blockchain node infrastructure, KYC/AML screening, wallet tooling, custodial/sub-custodial services, execution rails and data hosting. Provider failures, outages, cyber incidents, insolvency, termination of services, or deficiencies in operational resilience may delay issuance or redemption processes, interrupt services or cause data loss, with negative effects on the Issuer’s performance of its obligations and reputation. Business-continuity measures and contingency arrangements may not fully mitigate losses or service disruption during extended incidents.

Potential Conflicts of Interest (Medium)

Members of management, shareholders or affiliates may maintain direct or indirect interests in counterparties or service providers involved in the issuance, operation or distribution of the Securities. These circumstances can create conflicts between the interests of the Issuer (or its affiliates) and those of investors. The Issuer applies governance and conflict-management procedures (including segregation of functions, transparency, and oversight), but conflicts may persist and could adversely affect decision-making or outcomes relevant to investors.

III. RISK FACTORS RELATING TO THE PRODUCTS

The following product-specific risk factors are material and are presented in descending order of assessed materiality (High / Medium / Low). Each risk describes a concrete mechanism and its potential adverse effect on the Securities or on amounts payable to investors.

Credit Risk on the Issuer (High)

The Tokens constitute **unsecured, unsubordinated obligations** of the Issuer. Investors are exposed to the Issuer’s creditworthiness. In the event of Issuer insolvency or restructuring, Tokenholders may recover only part of their investment or suffer a total loss. Service-provider or counterparty default (e.g. custodian or liquidity partner failure) can compound this exposure.

Liquidity and No-Redemption Risk (High)

The Tokens **do not grant any contractual redemption right**. Liquidity depends solely on the existence of a secondary market or, where applicable, a discretionary creation / redemption mechanism maintained by the Issuer. No assurance can be given that such liquidity will develop or persist. Investors may be unable to sell Tokens at a desired time or price, potentially resulting in full loss of value.

Market and Price-Volatility Risk (High)

The market value of Tokens may fluctuate sharply due to changes in demand, supply, investor sentiment, interest rates, or the valuation of comparable instruments. Adverse moves in any underlying strategy or reference asset can quickly reduce Token value. During stress, trading prices may deviate materially from indicative or intrinsic value.

Performance of the Underlying (High / Medium)

Where Tokens reference an underlying asset or strategy, returns depend on that underlying’s performance. An adverse movement or total loss of the underlying will directly reduce or eliminate Token value. Past performance is not a guide to future results.

Custody and Private-Key Risk (Medium to High)

Tokens must be stored in a compatible digital wallet controlled by the investor. Loss, destruction or compromise of the private key or wallet file permanently prevents access to the Tokens and their value. Neither the Issuer nor the blockchain network can restore a lost or compromised key. Safeguarding wallet credentials is the investor’s sole responsibility.

Smart-Contract and Oracle Risk (High)

Token issuance and valuation rely on smart-contract code and external price-feed oracles. Coding errors, manipulations, latency or data-feed failures may lead to incorrect valuations, failed settlements or suspended transactions. Such incidents can impair redemption accuracy or temporarily halt product functionality.

Technology and Blockchain-Protocol Risk (Medium)

The Tokens operate on public blockchain infrastructure. Bugs in protocol code, network forks, validator attacks or sustained congestion could freeze balances, delay transfers, or undermine confidence in the blockchain, adversely affecting Token value or usability.

Regulatory and Legal Change Risk (Medium)

Legislative or regulatory developments—such as implementation of **MiCA (EU 2023/1114)**, **TFR (EU 2023/1113)**, or national frameworks—may modify the legal treatment, marketing, or distribution of the Tokens. New obligations could limit investor eligibility, restrict stable-coin settlement, or require supplements to this Prospectus. Non-compliance could necessitate temporary suspension of offers or redemptions.

Extraordinary Events (Medium)

Chain forks, protocol shutdowns, exchange halts, or regulatory prohibitions may require suspension, modification or early termination of the Tokens. Such events could lead to losses up to the entire invested amount.

Legal Proceedings and Litigation (Medium)

The Issuer is not currently involved in litigation related to the Tokens. Future disputes—such as those concerning smart-contract execution, intellectual-property claims or consumer-protection issues—could divert resources, delay operations or negatively affect product continuity and investor outcomes.

IV. RISKS RELATING TO THE OFFER

The following offer-related risk factors are material and are presented in descending order of assessed materiality (High / Medium / Low). Each risk describes a concrete mechanism and its potential adverse effect on the acquisition, transfer, or settlement of the Securities.

Settlement and Execution via Smart Contracts (High)

Acquisitions or transfers of Blockchain-based Certificates may be executed automatically through smart contracts deployed on public blockchains. Malfunctions, programming errors, incompatible token standards, or misuse of these smart contracts could result in the **irretrievable loss of transferred assets** without receipt of the corresponding Certificates. Such events may occur even where counterparties act in good faith, as blockchain

transactions are irreversible once validated. Investors bear the risk of execution errors, insufficient gas fees, or network congestion preventing confirmation.

OTC and Bilateral Transfer Risk (High / Medium)

Where Certificates are transferred **over-the-counter on a bilateral basis**, settlement depends on the performance and solvency of the counterparty. The Issuer has **no involvement or responsibility** in such secondary transactions. Counterparty default, fraud, or technical failure during the bilateral transfer process may cause **permanent loss of funds or Tokens**, with limited or no recourse. OTC transactions are also subject to inconsistent pricing, lack of transparency, and potential violation of local selling restrictions.

Platform or Exchange Infrastructure Risk (High)

Trading on licensed crypto-platforms or exchanges—where available—is subject to each venue’s **operational stability, security, and compliance**. Platform hacks, outages, or insolvency can prevent order execution or withdrawal of assets, causing **losses or prolonged inaccessibility** of Tokens or settlement funds. Differences in jurisdictional licensing may expose investors to varying levels of protection or none at all.

Limited or Delayed Listing; Absence of Market-Making (Medium)

Admission of Certificates to a trading platform or exchange is at the Issuer’s discretion and subject to platform approval. There is **no assurance** that a listing will occur or be maintained. Even if listed, there may be **no active market makers** to provide continuous two-way prices, resulting in illiquidity and potential price dislocations relative to indicative value. Investors seeking to exit positions may face wide spreads or be unable to transact.

Cross-Border Offer and Selling-Restriction Risk (Medium)

Offers and secondary transfers may occur across multiple jurisdictions with differing regulatory definitions of securities and crypto-assets. Investors must ensure compliance with local rules governing solicitation, resale, and marketing. Breaches could expose investors or intermediaries to **administrative or criminal penalties** and may impair transferability or settlement of the Certificates.

Custody and Settlement Interface Risk (Medium)

Transfers between on-chain wallets and off-chain custodial accounts or fiat on/off-ramp providers rely on **bridging or conversion** processes that may fail or delay completion. Breaks in these interfaces can create temporary mismatches between blockchain records and custodian balances, causing uncertainty as to ownership or settlement finality.

Price Transparency and Valuation during Offer Period (Low)

Where the Certificates are offered OTC or via limited distribution channels, investors may not have access to continuous indicative prices or NAV information. This can lead to **price dispersion** or execution at levels that deviate materially from underlying fair value. Investors bear the risk of subscribing at a price not reflective of prevailing market conditions.

Tax and Withholding at Acquisition or Transfer (Low)

Certain jurisdictions may treat acquisitions or transfers of blockchain-based certificates as taxable events. Taxes or withholding could apply to transfers between wallets or exchanges, reducing net proceeds or complicating record-keeping. The Issuer will not gross-up any amounts for such taxes unless expressly stated in the Final Terms.

INFORMATION ABOUT THE ISSUER

GENERAL INFORMATION ON THE ISSUER

Name, Registered Office, Location

Noemon Tech Ltd, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS, registered in the commercial register of Cyprus under the registration number HE 427232, with CySEC license number 014/24 LEI 254900JFRZG8P67ZHI74 is the issuer (the “Issuer” or “NTL”); the company is limited by share. The website of the Issuer is www.noemon.tech (information on the website is not part of this base prospectus unless such information is incorporated by reference into this base prospectus) and the contact e-mail for investors info@noemon.tech, the telephone number of the Issuer is +357 22 774 755.

Incorporation, Legal Form, Duration, Register Number

Noemon Tech Ltd, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS, registered in the commercial register of Cyprus under the registration number HE 427232, with CySEC license number 014/24 LEI 254900JFRZG8P67ZHI74 . The company was established in 28 October 2021.

Purpose and Date of the Articles of Incorporation

The Issuer has been incorporated in Cyprus as a private limited liability company under the provisions of the Cyprus Companies Law, Cap. 113. Its registered office is at Photi Pitta 9, Nicosia 1065, Cyprus. On 11 November 2024 the Company was registered as a Crypto Asset Service Provider in the CASP Register of the Cyprus Securities and Exchange Commission with registration number 014/24 and commenced operations. The purpose of the Company according to its principal activities is to provide crypto asset services.

NTL is not authorized or subject to prudential supervision and does not offer any services which would require a license or trigger such prudential supervision.

No Rating

No rating is available for the Issuer.

Experts

No persons have been included in the prospectus as experts acting in such capacity.

Third-Party Information

No information has been sourced from third parties in the preparation of this prospectus.

Recent Events

Since the end of the last financial year, there have been no significant changes in the Issuer’s debt or financing structure. The Issuer does not anticipate any material changes in its financing arrangements, and its activities are expected to be financed through existing resources and ordinary course operations.

INFORMATION ON THE BODIES OF THE ISSUER

Managing Directors

The business and affairs of NTL are managed by the managing directors that exercise all such powers necessary for managing, directing, and supervising the management of the business and affairs of the company insofar these are not, according to the statutes or the articles of incorporation, required to be dealt with by the general meeting of the partners.

The business address of the members of the board of directors is at NTL, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS.

The Board of NTL is as follows:

- Executive director - Andreas Vassiliades
- Executive director - Joachim Hermann Moritz Gottschalk
- Independent Non Executive Director - Marios Athanasiou
- Non Executive Director - Dimitrios Kavvathas

Moritz Gottschalk began his career in 2004 as a member of the Emerging Markets proprietary fixed income trading team at DEPFA bank, based in Cyprus. Following his experience at DEPFA bank, Moritz continued his career in sales and sales/trading capacities at international investment banks in London, including Bear Stearns, Societe Generale and Oppenheimer Europe, maintaining focus on emerging/frontier economies across the fixed income and credit product spectrum.

Avv. Giorgio Alessandro Donà Danioni is a European lawyer qualified in two jurisdictions, who began his career in 2010 and quickly established himself as a leading figure in fintech and regulatory innovation across Europe and

the Middle East. As a founding member of the biggest tokenization protocol in the world in terms of carbon credits and RWA, he has spearheaded groundbreaking initiatives in carbon credit markets and blockchain-based environmental solutions. Renowned for his expertise in MiCA compliance, cross-border legal structuring, and digital asset regulation, Giorgio advises institutional clients and technology pioneers on strategy and regulatory affairs, regularly dealing with authorities such as ESMA, CYSEC, DFSA, and others. He currently serves as General Counsel to the Issuer.

The members of the Board of Directors of NTL, in their capacity as the Issuer's administrative and management body, assume responsibility for the information contained in this Prospectus. To the best of their knowledge, having taken all reasonable care to ensure that such is the case, the information contained herein is in accordance with the facts and contains no omission likely to affect its import.

There are currently no conflicts of interest between the managing director of the Issuer and the private interests of the managing director.

Founder and Shareholder

Dimitrios Kavvathas is the UBO and Director of Noemon Finance Ltd, Noemon Tech Ltd, Noemon Money Ltd. He also has been serving as investment officer of Harmony Advisors. Dimitrios joined Harmony in June 2016 and is responsible for its discretionary investment mandates including an in-house multi strategy hedge fund, managed accounts, private equity, venture capital and special situations. Furthermore, Dimitrios oversees the firm's global asset allocation framework as well as fundamental and quantitative research efforts across all assets.

Prior to Harmony, Dimitrios worked at Noble Group as co-head of financial services, where he was responsible for structured finance, commodity enhanced finance and origination. He also briefly served as Asia Pacific head of global markets for VTB Capital.

Dimitrios joined Goldman Sachs in 2001 and was promoted to managing director in 2005 and to partner in 2008. He served on several senior positions including co-head of Asia Pacific Securities Division Distribution, and member of the Operating Committee. He was also a member of the Asia Pacific Risk Committee, the Global Firmwide New Activity Committee, the Global Firmwide Asset & Liability Committee, and the Goldman Sachs Asia LLC Board of Directors.

Dimitrios was also Founder and Chairman of Nomisma Holdings Pte. Ltd. Nomisma is a financial infrastructure solution provider, as well as a regulated digital asset derivatives trading venue operator, which was acquired by Amber Group; where he served as Chief Strategy Officer as well as CEO of EMEA and Amber MENA.

Dimitrios holds a BSc in economics from Athens University of Economics and Business, and an MA and PhD in economics from the University of Chicago.

The Issuer has not knowledge of any arrangements, the operation of which may at a subsequent date result in a change in control of the Issuer

Auditor(s)

The statutory auditor of the Issuer is M. Evangelou & Partners Audit & Consulting Ltd, 6 Laiou Street, Anna Court, Block A, Office 501, 7th Floor, 3015 Limassol, Cyprus (T +357 255 66830, F +357 255 66840, www.kme.com.cy), which is a member of the Institute of Certified Public Accountants of Cyprus (ICPAC). The auditor has not changed since the incorporation of the Issuer. In accordance with Annex 14, Section 7.2 of the Delegated Prospectus Regulation, it is noted that, save for the statutory annual audit of the Issuer's financial statements, no other information contained in this Prospectus has been audited or reviewed by the statutory auditor, and no audit report or review report relating to the information contained in the securities description has been produced. Should such reports be issued, they will either be reproduced in full or, with the consent of the competent authority, a summary thereof will be included in the relevant section of the Prospectus.

BUSINESS ACTIVITIES OF THE ISSUER

Business

The Issuer has been established as a Crypto-Asset Service Provider (CASP) registered with the Cyprus Securities and Exchange Commission (CySEC). Its licensed business operations include the provision of crypto-asset services under Cypriot law. In addition, the Issuer may also develop software solutions, including smart contracts and related technology, in support of its tokenisation and crypto-asset service activities. The Issuer's activities remain within the scope of its CASP registration and ancillary technology development, as further described in this Base Prospectus.

The most important market in which the Issuer operates is the Republic of Cyprus, where its CASP registration permits the provision of crypto-asset services. Through the EEA passporting framework, the Issuer may also target investors and counterparties in other Member States of the European Economic Area. At present, the Issuer does not maintain any significant market presence outside Cyprus and the EEA.

In addition to the geographic markets identified above, the Issuer's most important markets are product-specific, reflecting the scope of services for which it is registered as a Crypto-Asset Service Provider (CASP) with the Cyprus Securities and Exchange Commission (CySEC). These services include:

- Crypto-Asset Services:

- Exchange between crypto-assets and fiat currency: Exchange between crypto-assets Management, transfer, holding and/or safekeeping, including custody, of crypto-assets or cryptographic keys or means which allow the exercise of control over crypto-assets Participation in and/or provision of financial services related to the distribution, offering and/or sale of crypto-assets, including initial offerings
- Financial Services Related to Crypto-Assets:
 - Reception and transmission of orders, Execution of orders on behalf of clients, Provision of investment advice, Underwriting and/or placement of crypto-assets with firm commitment Placement of crypto-assets without firm commitment

The Issuer's commercial activities are therefore directed primarily at these product markets, within the framework of its CASP registration, which provides the legal and supervisory basis for its operations in Cyprus and across the European Economic Area.

The Issuer charges issuance and redemption fees, typically between 0.5 % and 2 % of notional, which it expects to cover its operating costs. The Issuer has no other significant assets beyond initial capital and accrued fee income. The income generated through these fees is considered sufficient by the Issuer to cover its operating costs.

The Issuer does not belong to any group of companies.

Business Outlook & Trends

As the token economy has developed tremendously over the last years and gradually includes all asset classes, it is to be expected that the asset class of tokenized stock and stock certificates will also develop rapidly. The basis for this development is a sound regulatory concept mirroring all regulatory requirements already applicable to financial instruments, particularly in terms of public offerings and trading on token exchanges. Since those prerequisites are now fulfilled, the Issuer expects to see substantial growth. There are no substantial detrimental developments in the market which might have a substantial impact on the Issuer, its business prospects, or its financial situation.

This statement arises from the fact that Blockchain-based Certificates are linked to the underlying stock or bonds. Therefore, the performance and valuation follow the performance and valuation of the underlying stock or bonds. This distinguishes them from cryptocurrencies such as Bitcoin or Ether, which are not linked to an underlying asset and solely depend on whether market participants believe that the respective cryptocurrency will be in sufficient demand and use in the future to maintain or increase its value. Since there is no reference to an underlying asset, such cryptocurrencies naturally are much more susceptible to price fluctuations.

If so-called stable coins - claiming to be stably pegged to a FIAT currency - are issued, the risk associated with them also depends on whether such stable coins are credibly backed by assets. If this were not the case, the market could lose confidence in the claim and the respective stable coin could quickly lose value.

However, the Issuer considers it to be highly unlikely that Blockchain-based Certificates will be subject to such volatility or to volatility as seen recently in the cryptocurrency market, because a Blockchain-based Certificate may be backed by its Underlying, i.e. real stock or bonds. Blockchain-based Certificates will thus rather follow the market developments of such Underlying and are expected to show a volatility correlating to that of the Underlying rather than that of cryptocurrencies such as Bitcoin which have no Underlying.

Pending or threatened litigations or administrative proceedings

The Issuer has not been involved in any governmental, legal or arbitration proceedings which may have or have had during the 12 months preceding the date of this Base Prospectus a significant effect on the financial position or prospects of the Issuer or the group's financial position or profitability nor are, so far as the Issuer is aware, any such proceedings pending or threatened.

Capital and voting rights of the Issuer

The Issuer is a newly incorporated entity; thus, only limited historical financial information is available. As of the date hereof, the share capital of NTL in the amount of EUR 150,000 is entirely paid in; it is divided into 150,000 ordinary shares of EUR 1 each.

AUDITED FINANCIAL STATEMENTS OF THE ISSUER AND MATERIAL CHANGES

The financial year of the Issuer ends on 31 December of each year. The Issuer was incorporated in Cyprus as a private limited liability company under the provisions of the Cyprus Companies Law, Cap. 113, with its registered office at Photi Pitta 9, Nicosia 1065, Cyprus. On 11 November 2024, the Company was registered as a Crypto Asset Service Provider in the CASP Register of the Cyprus Securities and Exchange Commission with registration number 014/24 and commenced operations.

The first audited financial statements were prepared for the financial year ending 31 December 2023, during which the Issuer had not yet commenced its business activities and reported a net loss of EUR 850, primarily due to administrative expenses.

For the financial year ending 31 December 2024, the audited financial statements show total assets of EUR 154,827 and total liabilities of EUR 185,244. The Issuer has negative total equity of EUR (30,417)) and is therefore over-indebted within the meaning of applicable Cypriot accounting standards. The going-concern assumption remains valid due to shareholder funding commitments. The Company is dependent upon the continuing financial support of its parent company to enable it to continue as a going concern. The Issuer reported a net loss of EUR 29,160 for the year 2024, reflecting administration expenses of EUR 27,619 and net finance costs of EUR 1,541 during its start-up phase.

The Audited Financial Statements of the Issuer as of 31.12.2023 and 31.12.2024 are made available as Annexes to this Base Prospectus. The audited financial statements of the Issuer as of 31 December 2023 and 31 December 2024, which are included as Annexes to this Base Prospectus, have been prepared in accordance with the requirements of Section 11 of Annex 6 to Commission Delegated Regulation (EU) 2019/980.

Since the date of the last audited financial statements, there has been no material adverse change in the prospects of the Issuer and no significant change in the financial or trading position of the Issuer other than as disclosed herein.

MATERIAL AGREEMENTS

If applicable according to the Final Terms, the Issuer has concluded a **Collateral Agreement** with a Security Agent regarding the Security. The Collateral Agreement between the Issuer and the Security Agent has the following key terms:

- The claims of the Tokenholders shall be secured by granting of the Security to the Security Agent, who shall hold and manage the Security for the account (under a true contract for the benefit of third parties) of the Tokenholders in accordance with the Collateral Agreement.
- The Collateral Agreement provides that upon the occurrence of an Event of Default or an Insolvency Event the Collateral cannot be realised by the Issuer. If none of these events is occurring, the Issuer may access and realise the Collateral.

Apart from that, the Issuer has not entered into agreements out of its regular business operations which contracts might have a material impact on the ability of the Issuer to comply with its obligations and to perform its duties as set forth in this Prospectus.

Operational outsourcing. Any outsourcing is conducted in line with MiFID II and CySEC guidance (e.g., risk assessment, written agreement, oversight, right of audit/inspection). Critical or important functions are subject to enhanced oversight; NTL retains decision-making and risk management.

Issuer Substitution

The Issuer may, without the consent of the Tokenholders, be substituted by another entity within the Noemon group (the “Substitute Issuer”), provided that:

- the Substitute Issuer assumes, by way of a deed of substitution or other legally binding instrument, all obligations of the Issuer in respect of the Securities;
- all references in this Base Prospectus, the General Terms and Conditions and the relevant Final Terms to the Issuer shall be deemed to refer to the Substitute Issuer;
- the Substitute Issuer meets the eligibility requirements of the Prospectus Regulation and provides the competent authority with all information required under Annex 6 (Registration Document content), including but not limited to up-to-date audited financial statements; and
- notice of the substitution is given to Tokenholders and, where applicable, to the competent authorities and trading venues.

In the event of such substitution, this Base Prospectus shall be supplemented in accordance with Article 23 of the Prospectus Regulation. Investors who have already agreed to purchase or subscribe for Securities before the publication of the supplement shall have the right, exercisable within the statutory period, to withdraw their acceptances.

ECONOMIC OVERVIEW OVER THE PRODUCTS

PROGRAM ON THE ISSUANCE AND OFFER OF BLOCKCHAIN-BASED CERTIFICATES

On 17 July 2024 the Issuer established a program (the **Program**) for the issuance and offer of Blockchain- based Certificates (the **Products**) as further described in this Base Prospectus and Final Terms for each Product.

A.Features of the Products

1. Issuance and Properties of the Token

NTL, a Cyprus entity, will issue and sell a Token (the “**Token**”) to customers who may be based in Liechtenstein, Cyprus or in other jurisdictions of the EEA.

The Token are digital token generated by NTL which have a smart contract that is implemented on the Ethereum

Blockchain. They constitute a tokenized debt instrument under Cyprus law. The Token seek to track a reference asset (the “**Underlying**”). Holders of the Token (the “**Tokenholders**”) can indirectly participate in the performance of the Underlying. Tokenholders may trade their Token with other natural or legal persons.

Upon the hypothetical best-efforts acquisition of the Underlying, NTL mints the corresponding number of Token and credits them to the wallet of the investor. Each Token represents one share of the Underlying.

2. Main Features of Blockchain-based Certificates / Rights of Tokenholders

The Certificates are designed to replicate, on a cash-settled basis, the performance of the Underlying.

The Underlying may consist of:

- short-term sovereign bills and notes;
- EU Allowances (EUAs) under the EU ETS;
- listed securities, bonds, or indices referenced in a prospectus;
- investment strategies including basis trades, arbitrage trades, and decentralised finance (DeFi) yield strategies;
- commodity or crypto index contracts.
 - SPV assets (means (i) unlisted equity securities of private companies, (ii) limited partner interests in funds that invest primarily in unlisted equity securities, and (iii) co-investment interests in equities acquired in unlisted companies alongside such funds)
 - consumer loan pool
 - PSP receivablesThe scope of admissible Underlyings is further specified in the Programme and limited by regulatory constraints. Leveraged certificates, collective investment schemes and e-money tokens are excluded.

Tokenholders have **no right to demand delivery of the Underlying**. The Certificates are always **cash-settled** in fiat (USD, EUR) or stablecoins (USDC), as defined in the applicable Final Terms.

Participation in subscriptions and any redemption windows requires prior onboarding and successful completion of KYC/AML checks. The claims of Tokenholders rank as **qualified subordinated claims** against the Issuer. Enforcement is contractually excluded to the extent that such enforcement would trigger insolvency proceedings against the Issuer under Cyprus Companies Law.

3. Redemption of Blockchain-based Certificates

Tokenholders have **no standing redemption right**. Exit is possible only via secondary market transfers.

The Issuer may, at its discretion, open limited **Issuer Call or Redemption Windows** as specified in the applicable Final Terms. In such events, the redemption value is calculated by the Calculation Agent in accordance with the methodology set out in the Final Terms (e.g. average of available exchange prices, NAV reports, or liquidation values). The redemption request can be placed by the Tokenholder directly in a Smart Contract with the procedure being further explained in detail on the webpage of the Issuer and in the Terms and Conditions.

For purposes of receiving subscription monies in stablecoins, reconciling funds, and executing redemptions where permitted, the Issuer has mandated **Noemon Tech Ltd**, a Cyprus-incorporated entity registered as a Crypto-Asset Services Provider (CASP) with CySEC, to operate designated multi-sig Issuer Subscription Wallets and to apply the operational procedures set out in the Programme.

The Issuer may calculate redemption amounts based on a **hypothetical best-efforts liquidation of the Underlying portfolio**, net of fees and costs.

4. Security mechanism over Collateral

Series of Securities may be issued either on an unsecured or a secured/limited recourse basis, as specified in the relevant Final Terms.

For Series referencing active or “live” strategies, including without limitation basis trades, decentralised finance strategies, or positions requiring ongoing margining or rebalancing, no segregated collateral is maintained for the benefit of Tokenholders. In such cases, no Security Agent is appointed. Subscription monies are received by the Issuer into its operational accounts or wallets and are deployed in pursuit of the strategy described in the Final Terms. Tokenholders in these Series therefore hold solely contractual, subordinated claims against the Issuer. Should the Issuer become insolvent or fail to execute the strategy as intended, Tokenholders may suffer partial or total loss of their investment.

Conversely, for Series referencing static or segregable assets, such as short-dated government securities, EU Emission Allowances recorded in the Union Registry, or receivables assigned by way of pledge, a Security Agent may be appointed. In such cases, the Issuer grants to the Security Agent a lien over a designated Collateral Account or registry position for the benefit of Tokenholders. Upon the occurrence of an Event of Default or

Insolvency Event, the Security Agent may enforce the collateral in accordance with the applicable Collateral Agreement.

Accordingly, secured Series are typically associated with static or custodisable assets, whereas unsecured Series are used for strategies involving active deployment of funds.

B. Transferability of Blockchain-based Certificates OTC (bilateral) and on trading platforms

1. Trading through OTC Contracts

Subject to contrary provisions in the Final Terms, Blockchain-based Certificates are transferable and may be traded by Tokenholders in markets they chose via OTC-Contracts, i.e. on a bilateral basis.

2. Trading through crypto-exchanges and platforms

Subject to contrary provisions in the Final Terms, the Issuer will further take best efforts to register the Base Prospectus with and to list Blockchain-based Certificates for trading on licensed crypto-platforms or exchanges, if any.

The Issuer controls, through the Smart Contract, on which platform Blockchain-based Certificates will be listed and made tradeable in the future. Blockchain-based Certificates will be made tradeable on appropriately licensed platforms whitelisted by the Issuer only.

Tokenholders may then sell their Token on such platforms or exchanges and in accordance with their rules. The whitelisting of platforms by the Issuer is subject to such platform taking responsibility for ensuring that all of their users that become Tokenholders are qualified based on compliance requirements. This includes verification of identification via a dedicated Onboarding process.

Investors must be aware that, as of the date of this Prospectus, the Issuer has not yet « whitelisted » any such Platform, the Blockchain-based Certificates are not listed on any such platform or exchange and Tokenholders may, as of the date of this Prospectus, sell and transfer their Blockchain-based Certificates only outside such platforms in bilateral (OTC) Contracts.

C. Yield

The yield of a Product cannot be calculated at the issue date of a Product or at the date of this Base Prospectus.

Tokenholders are generally exposed to the performance and yield (dividend payments, if any, typically will be accumulated and not paid out to the Tokenholder) of the Underlying as these data may impact on the value of a specific Blockchain-based Certificates and thus on the price potential purchasers and traders are willing to pay. Upon redemption, Tokenholders will receive the redemption amount which is calculated on the basis of a hypothetical best-efforts liquidation of assets reflecting the number of shares of the Underlying that corresponds to the number of Token redeemed by the Tokenholder.

The yield of a specific Product will furthermore depend on fees due in context with the tokenization, trade and redemption of a Product, in addition, Tokenholders may be obliged to pay additional personal fees (e.g. for advisors) as well as taxes depending on tax legislation they are subject to.

GENERAL TERMS AND CONDITIONS

PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THE INFORMATION CONTAINED ON THE WEBSITE IS DESCRIPTIVE ONLY, IS NOT BINDING AND DOES NOT FORM PART OF THESE GENERAL TERMS AND CONDITIONS.

NO REGULATOR HAS AUTHORISED OR APPROVED THESE GENERAL TERMS AND CONDITIONS. YOU SHOULD BE AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN TOKENS, INCLUDING AS REGARDS (I) THE POTENTIAL FOR (TOTAL) CAPITAL LOSS; (II) THE FACT THAT TOKENS MAY NOT ALWAYS BE TRANSFERRABLE; AND (III) THE FACT THAT TOKENS MAY NOT BE LIQUID.

DEALING IN TOKENS WILL EXPOSE YOU TO RISK, INCLUDING THE RISK OF LOSING ALL OF THE VALUE OF YOUR INVESTMENT. YOU DO NOT BENEFIT FROM ANY STATUTORY COMPENSATION SCHEME IN RELATION TO PARTICIPATING IN THE TOKENS. IF YOU HAVE NOT PARTICIPATED IN CRYPTOASSETS BEFORE, WE SUGGEST THAT YOU SEEK APPROPRIATE ADVICE BEFORE PARTICIPATING IN THESE GENERAL TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, YOU MUST NOT DEAL IN THE TOKENS. BY DEALING IN THE TOKENS, YOU ACKNOWLEDGE THAT YOU HAVE READ CAREFULLY AND ACCEPT THESE GENERAL TERMS AND CONDITIONS AND THE FINAL TERMS, INCLUDING ANY SCHEDULES.

INTRODUCTION

These general terms and conditions, together with any schedules and policies referred to in them (together, the “General Terms and Conditions” and each, a “Condition”) are applicable to all Tokens issued by Noemon Tech Limited (the “Issuer”, “we”, “us”, “our”) and shall be completed by, and read in conjunction with, the terms related to the relevant Token (the “Final Terms”), as available on www.noemon.tech. In case of inconsistencies between the General Terms and Conditions and the Final Terms, the Final Terms shall prevail.

All subsequent references in these General Terms and Conditions to Tokens are to the Tokens which are the subject of relevant Final Terms. All capitalised terms that are not defined in these General Terms and Conditions will have the meanings given to them in the relevant Final Terms.

You represent that you are at least the age of majority in your jurisdiction and have the full right, power, and authority to enter into and comply with the terms and conditions of these General Terms and Conditions on behalf of yourself and any company or legal entity for which you may act. If you are entering into these General Terms and Conditions on behalf of an entity, you represent to us that you have the legal authority to bind such entity.

You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions. Finally, you represent that you will fully comply with all applicable laws and regulations, and that you will not conduct, promote, or otherwise facilitate any illegal activity.

YOU AND WE AGREE AS FOLLOWS:

1. Interpretation

In these General Terms and Conditions, the following words and expressions have the following meanings unless inconsistent with the context:

“Adverse Regulatory Event”	an Adverse Regulatory Event shall be deemed to occur if there is a material change in the regulatory environment that significantly impacts the Issuer’s ability to comply with relevant regulations in the operation or issuance of the Tokens.
“Adverse Tax Event”	an Adverse Tax Event shall be deemed to occur if there is a material change in tax law or interpretation of tax law that results in a substantial adverse tax consequence to the Issuer related to the issuance, operation, or holding of the Tokens.
“Applicable Law(s)”	means all laws, statutes, regulatory rules, and regulations that apply to the Parties in connection with these General Terms and Conditions from time to time;
“Business Day”	means a day on which (i) relevant Clearing Systems are open, (ii) relevant commercial banks are open, and/or (iii) banks in Frankfurt are open.

“Collateral”	means, if applicable according to the Final Terms, assets representing the Underlying and any cash held in any Collateral Account of the Issuer held with the Custodian.
“Collateral Account”	means, if applicable according to the Final Terms, any Paying Accounts and Securities Accounts which are pledged in favor of the Securities Agent, acting in its own name and on its own account as well as in the account of the Tokenholders as their representative.
“Collateral Agreement”	means, if applicable according to the Final Terms, a collateral agreement entered between the Issuer and the Tokenholders represented by the Security Agent acting as in their name and on their account as their representative and the Security Agent acting in its own name and on its own account.
“Event of Default”	has the meaning given in Condition 17.
“Greenlisted”, “Greenlisting”	means the completion of both the onboarding as described in Condition 2 and the KYC/AML Requirements.
“Insolvency Event”	has the meaning given in Condition 17.
“Issuer”	means the Noemon Tech Ltd, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS, registered in the commercial register of Cyprus under the registration number HE 427232, with CySEC license number 014/24.
“Issuer Call Option”	is, if applicable according to the Final Terms, the right of the Issuer to initiate the redemption process in the event of a force majeure or other unforeseen circumstances beyond the reasonable control of the Issuer, including but not limited to Adverse Regulatory Events, Adverse Tax Events, natural disasters, acts of war or terrorism, or other events or circumstances not contemplated at the time of issuance of the Tokens. The Issuer may also execute the Call Option in the event that it voluntarily or involuntarily dissolves, liquidates, or otherwise ceases to exist. Upon determination by the Issuer to execute the Issuer Call Option, the Issuer will notify the Tokenholders in accordance with Condition 14 (Notice).
“KYC/AML Requirements”	mean the know your client and anti-money laundering processes established by the Issuer to ensure compliance with Applicable Law;
“Market Disruption Event”	has the meaning specified in Condition 6.
“Notice of Event of Default”	means, if applicable according to the Final Terms, a written notice by the Issuer or by a Tokenholder delivered to the Security Agent, stating that an Event of Default or an Insolvency Event has occurred and is continuing; it only takes effect though if the Security Agent carries out an independent review of whether an Event of Default or an Insolvency Event has occurred.
“Party”, “Parties”	you and us as the parties to these General Terms and Conditions;

“Products”	means any security offered by the Issuer to Tokenholders.
“Product Documentation”	means these General Terms and Conditions and the relevant Final Terms, each as may be amended and/or supplemented and/or restated from time-to-time.
“Redemption Amount”	means an amount in the Settlement Currency payable by the Issuer to the Tokenholder. It is calculated on the basis of a hypothetical best-efforts liquidation of assets reflecting the number of shares of the Underlying that corresponds to the number of Tokens redeemed by the Tokenholder. The Redemption Fees are subtracted from the redeemable amount.
“Redemption Fees”	has the meaning as specified in the Final Terms.
“Securities Account”	means, if applicable according to the Final Terms, any account maintained by a securities intermediary such as a bank, securities firm or any other regulated custodian, in which it holds securities for the benefit of a customer.
“Security”	means, if applicable according to the Final Terms, the lien on the Collateral Account and on the Collateral granted in favour of the Tokenholders to the Security Agent.
“Security Agent”	the Security Agent, if applicable according to the Final Terms, represents the Tokenholders acting as their representative to secure in the name and on the account of the Tokenholders their claims under the Products as well as acting in its own name and on its own account to secure its ongoing costs.
“Settlement Currency”	means the currency in which the Redemption Amount is settled; the Settlement Currency is specified in the Final Terms and in case of several options is to be specified by a Tokenholder in the Tokenholder Order Request Form.
“Stablecoins”	means the stablecoins as specified in the Final Terms.
“Token(s)”	are the digital tokens generated by the Issuer which have a smart contract that is implemented on the Ethereum Blockchain. They constitute a bond certificate (debt instrument) under Cypriot law. The Tokens track the performance of the Underlying.
“Tokenholder(s)”	shall mean any person holding the private key in relation to a specific Token.
“Underlying”	has the meaning as specified in the Final Terms.
“Website”	means www.noemon.tech (information on the website is not part of this base prospectus unless such information is incorporated by reference into this base prospectus).

1.1 In these General Terms and Conditions, unless the context otherwise requires: references to these General Terms and Conditions shall include any Schedules to it and references to Clauses, Sub- clauses and any Schedules are to Clauses of, Sub-clauses of, and any Schedules to these General Terms and Conditions; the singular includes the plural and vice versa; “**person**” denotes any person, partnership, corporation or other association of whatever nature; and any references to any directive, statute, statutory instrument, laws or regulations shall be references to such directive, statute, statutory

instrument, laws or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force and any reference to a regulator or public authority and rules made by it shall include its successor and rules made by the successor which replace those rules.

1.2 Headings are for convenience only and have no bearing on the interpretation of these General Terms and Conditions.

1.3 Any phrase introduced by the term “**include**”, “**includes**”, “**including**”, “**for example**”, “**in particular**” or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

1.4 References to “**dealing in**” or “**deal in**” are references to any participation in crypto assets including buying, acquiring, accepting, holding, selling, staking, disposing of or otherwise making use of crypto assets.

2. KYC/AML Requirements and Onboarding (Greenlisting)

2.1 In order to purchase and/or redeem Tokens, a successful onboarding of the investor and completion of the KYC/AML Requirements by the investor providing all required data and including confirmation that the investor is eligible is required.

2.2 Eligible to purchase and/or redeem Tokens are all natural and legal persons as well as partnerships with a legal personality if they fulfil the following requirements:

- a) the investor is neither a citizen of nor does possess a permanent residence or working permit for the United States of America (USA), Canada, China, Australia or Iran and has no residence or registered office within the territory of one of these states;
- b) the investor is not a corporation or other entity organized under federal or any state law of the USA or under the comparable law of Canada, China, Australia, or Iran of which the income is subject to the law of one of the aforementioned jurisdictions; and
- c) neither the investor nor the investor’s wallet is listed on neither one of the European Union’s nor on one of the United States of America’s respective sanction lists.

2.3 The following information is required for onboarding if the investor is a natural person:

- d) All names and surnames of the investor;
- e) the declared place of residence including the complete address;
- f) the investor’s date of birth;
- g) the investor’s place of birth;
- h) the nationality of the investor;
- i) the number of an identity card or passport which has been issued by the competent authority to the investor; and
- j) an e-mail address of the investor.

Additional information may be required in enhanced due diligence processes.

2.4 The following information is required for onboarding if the investor is an entity or a partnership with a legal personality:

- a) complete legal form of the investor;
- b) statutory respectively the in a public registry registered place of business of the investor including the complete address;
- c) (if existing) the investors registry number from the commercial registry or a comparable public registry;
- d) name of the statutory authorized representative or representatives of the investor;
- e) an e-mail address of the investor.

Additional information may be required in enhanced due diligence processes.

2.5 As part of the onboarding process, the investor is asked to name a blockchain address on the Ethereum blockchain to which the Tokens can be transferred after successful completion of the onboarding process. Investors may be asked to provide confirmation of ownership or control of the wallet. A wallet screen may be conducted as part of the onboarding process.

2.6 In order for the onboarding to be successful it is required that the information provided by the investor is

- a) complete; and
- b) that there is no indication that the investor provided incorrect data.

2.7 The Issuer is entitled but not obligated to audit the data provided during the onboarding

process by a qualified third party.

2.8 The Issuer notifies the investor if the onboarding and the completion of the KYC/AML Requirements was successful. The respective investor is then considered as Greenlisted.

2.9 The investor is obligated to notify the Issuer immediately if any of the information provided has changed.

3. Ordering Procedure and Delivery of Tokens

3.1 Anyone wishing to receive Tokens requires a wallet that is compatible with the Ethereum blockchain. The Issuer cannot accept orders without specifying an Ethereum address (public key) in the online subscription process. A smartphone or a computer with internet access is necessary to create a wallet.

3.2 The Tokens may be subscribed for by submitting a purchase application to the Issuer on the Website. The investor must provide the intended subscription amount and its Ethereum wallet address to which its Tokens are to be transferred.

3.3 The subscription amount is due immediately after the acceptance of the offer by the Issuer.

3.4 The investor shall pay the subscription amount, as specified in the Final Terms, via:

- a) USD to the bank account specified by the Issuer; or
- b) Stablecoins to the wallet address specified by the Issuer.

3.5 The Issuer's receipt of payment can be confirmed to the investor by e-mail.

3.6 Upon receipt of the investor's payment, the Issuer mints the corresponding number of Tokens and credits them to the wallet of the investor. The precise calculation of the Token value is to be determined in the Final Terms.

4. Exercise of Rights

4.1 The Issuer will recognize and acknowledge as Tokenholders only those persons who both hold Tokens, and who have successfully completed the KYC/AML Requirements.

4.2 Various functionalities of the Tokens, including, but not limited to, the issuance and the transfer of Tokens and the redemption of the Tokens, are available only with the private key associated with the Tokens. Each Tokenholder agrees that the Issuer shall not be held liable and waive any claim against the Issuer to the fullest extent permitted by Applicable Law, for any loss or damages resulting from the loss or theft of its private key, including, but not limited to, any claims for indirect or consequential damages, loss of profit or earnings, unrealised savings and additional expenses.

4.3 In order to comply with legal obligations and official or court orders, Tokens may also be transferred or deleted without or against the will of the Tokenholders.

5. Redemption

5.1 The redemption process is initiated if:

- a) a Tokenholder submits the necessary details for a redemption by completing a Tokenholder order request form that can be obtained from the Issuer (the "Tokenholder Order Request Form");
- b) a Tokenholder transfers his Token to a NTL wallet meant for triggering the redemption process, if any such wallet is specified on the Website; or
- c) the Issuer exercises the Issuer Call Option, if applicable according to the Final Terms.

5.2 If the Redemption Amount, as specified by the Final Terms or, in case the Final Terms offer several options, on the request of the Tokenholder, is to be paid in Stablecoins, the Tokenholder must notify the Issuer of a wallet address to which the Stablecoins are to be transferred. The Tokenholder bears sole responsibility for ensuring that he has access to the wallet, that the wallet is compatible with the Stablecoins and that no third party has access to the wallet. The Issuer will not check this and assumes no liability for this. If the Redemption Amount, as specified by the Final Terms or, in case the Final Terms offer several options, on the request of the Tokenholder, is to be paid in USD, the Tokenholder must provide the Issuer with bank details before the payout can be made. Any bank transfer costs shall be borne by the Tokenholder. If the Issuer incurs costs, these will be offset against the Redemption Amount.

5.3 If the Tokenholder is Greenlisted, the Issuer shall transfer the relevant Redemption Amount to the Tokenholder's wallet or account within ten Business Days after notice of the exercise of the Issuer Call Option by the Issuer or notice of receipt of the Tokenholder Order Request Form by the Issuer. Beforehand, the Tokens are transferred to the Issuer.

6. Market Disruption Event

6.1 Market Disruption Event means, in respect of the Underlying, that the price or value relevant for the Token cannot be determined or announced or published or otherwise is not being made available on a day relevant for the fixing, observation or valuation of the Underlying.

6.2 If a Market Disruption Event has occurred and is continuing on a day relevant for the fixing,

observation or valuation of the Underlying, then the respective day relevant for the fixing, observation or valuation of the Underlying shall be postponed until the next following Business Day where there is no such Market Disruption Event.

6.3 If a Market Disruption Event is continuing, then the respective day relevant for the fixing, observation or valuation of the Underlying and the value for the Underlying for such date shall be determined by the Issuer, in its duly exercised discretion, but in accordance with established market practice.

7. Underlying Illiquidity

7.1 Underlying Illiquidity means, in respect of any Underlying, low or no trading volume in the Underlying, the difficulty to buy and/or sell the Underlying in a short period of time without its price being affected, or any comparable event that leads to an extraordinary illiquidity in any Underlying.

7.2 In case of Underlying Illiquidity, the relevant Redemption Amount may be calculated based on the average execution price (less transaction costs) as it was obtained on a best-efforts basis, instead of using the originally pre-defined fixing or value of the Underlying (e.g., the official close of the Underlying).

7.3 In case of Underlying Illiquidity, the determination (fixing) and/or the payment of the relevant Redemption Amount shall be postponed accordingly by such number of days necessary to account for such prevailing market conditions.

8. Qualified Subordination

8.1 In order to avoid over-indebtedness within the meaning of the Cyprus Companies Law, Cap. 113, and the applicable provisions of the Cyprus Insolvency Framework, in the event of liquidation proceedings of the Issuer, the Tokenholders and the Issuer hereby agree to subordinate all current and future claims of the Tokenholders under these General Terms and Conditions (the "Claims") in such a way that the Claims shall only be satisfied after the full satisfaction of all other present and future claims of the Issuer's creditors, in accordance with the statutory ranking rules of Cypriot insolvency law. The Tokenholders can only demand fulfilment of such Claims if no insolvency event pursuant to applicable law has occurred to the Issuer (the "Insolvency Event"), particularly if the Issuer is neither over indebted nor illiquid. Further, the Tokenholders can only demand and enforce fulfilment to the extent such Claims do not cause any such Insolvency Event to occur. Otherwise, the Tokenholders are barred from enforcement of such Claims. To the extent that and if Claims of a Tokenholder cannot be serviced out of the Issuer's free assets or cannot be asserted pursuant to the occurrence of an Insolvency Event, these Claims shall not become due. This enforcement bar is effective for the duration of any of the situations described above. As a contract for the benefit of the Issuer's creditors as a whole, this qualified subordination cannot be cancelled by an agreement between the Tokenholders and the Issuer once an Insolvency Event has occurred or insolvency proceedings have commenced.

8.2 All Blockchain-based Certificates rank equally among themselves.

8.3 The Tokenholders undertake not to assert or enforce their Claims for so long as, and to the extent that, satisfaction of such Claims would result in a binding ground for the commencement of insolvency or liquidation proceedings against the Issuer under the Cyprus Companies Law, Cap. 113, or the applicable provisions of the Cyprus Insolvency Framework, including circumstances of inability to pay debts as they fall due or balance sheet over-indebtedness as recognised under Cypriot law.

8.4 If the Issuer makes a payment that violates a payment prohibition, the Issuer may demand repayment of the amount received from the payee and assert this claim in court.

8.5 No Tokenholder may set off any claim arising out of the Blockchain-based Certificates against any claim of the Issuer.

9. Limited Recourse

Notwithstanding anything to the contrary herein, no recourse (whether by institution or enforcement of any legal proceeding or assessment or otherwise) in respect of any breaches of any duty, obligation or undertaking of the Issuer arising under or in connection with the Tokens (as from time to time supplemented or modified in accordance with the provisions herein contained) by virtue of any law, statute or otherwise shall be held against any shareholder, officer, manager or corporate services provider of the Issuer in their capacity as such, save in the case of their gross negligence, wilful default or actual fraud, and any and all personal liability of every such shareholder, officer, manager or corporate services provider in their capacity as such for any breaches by the Issuer of any such duty, obligation or undertaking shall be waived and excluded to the extent permitted by law. This provision shall survive the redemption and burning of the Tokens.

10. Modification of the Smart Contract

10.1 The smart contract underlying the Tokens may have a mechanism that allows the Issuer to modify the corresponding source code. However, this mechanism may only be used in order to

- a) address security issues of the underlying smart contract;
- b) correct unintended deviations from the provisions of this Product Documentation;
- c) change the structure of the source code, class interfaces, control flow, as far as this does not contradict the Product Documentation;
- d) translate the source code into another programming language, provided this does not contradict the Product Documentation; or

- e) change elements of the smart contract that have become ineffective or impractical due to external effects.

10.2 Other modifications or changes to the underlying smart contract may be made by the Issuer only upon consent of all Tokenholders.

10.3 If changes to the smart contract are required pursuant to Condition 10.1, the Issuer shall be entitled to amend this Product Documentation accordingly. The Tokenholders shall be notified of any such amendments with a reasonable period of notice according to Condition 14 (Notice) before the amendments take effect in accordance with Condition 10.2. If a Tokenholder does not object to the validity of the amended Product Documentation within four (4) weeks after receipt of the notification of the amendment of this Product Documentation, the amended Product Documentation shall be deemed accepted by the Tokenholder. In the amendment notification, the Issuer shall point out to the Tokenholders the significance of this period and the legal consequences of any silence.

11. Substitution of the Issuer

11.1 The Issuer may, without the consent of the Tokenholders, at any time substitute itself in respect of all rights and obligations arising under or in connection with the Tokens with any legal entity of which all shares carrying voting rights are directly or indirectly held by the Issuer (the “**New Issuer**”), provided that:

- a) the New Issuer is able to fulfil all payment obligations arising from or in connection with the Tokens; and
- b) the Issuer has issued an irrevocable and unconditional guarantee in respect of the obligations of the New Issuer under the Tokens.

11.2 In the event of a substitution of the Issuer, notice of such substitution shall be made in accordance with Condition 14 (Notice) and any reference to the Issuer shall be deemed to refer to the New Issuer.

12. No Set-off

No Tokenholder may set-off any claims arising under the Tokens against any claims that the Issuer may have against it. The Issuer may not set-off any claims it may have against the Tokenholder against any of its obligations under the Tokens.

13. Amendments of the General Terms and Conditions

13.1 The Issuer reserves the right, at its sole discretion, to modify, amend or revise these General Terms and Conditions at any time, in accordance with the laws and regulations governing financial products and services.

13.2 If an amendment is material, the Issuer will make reasonable efforts to provide at least 30 days’ notice prior to any new terms taking effect. Material changes will generally be those that significantly impact the Tokenholders’ rights, obligations, or the risks associated with holding the Tokens.

14. Notice

All notices regarding the Tokens shall be published on the Website.

15. Tax

All payments made by or on behalf of the Issuer in respect of the Tokens will be made free from any restriction or condition and be made without deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Cyprus, unless deduction or withholding of such taxes, duties, assessments or governmental charges is required to be made by Applicable Law.

16. Security, Security Agent

16.1 The claims of the Tokenholders may, depending on the Final Terms, be secured by granting of the Security to the Security Agent. Upon receipt by the Security Agent of a Notice of Event of Default and after a grace period of thirty (30) days has expired and after the Security Agent has verified that an Event of Default or an Insolvency Event has occurred, the Security Agent shall hold and manage the Security for the account (under a true contract for the benefit of third parties) of the Tokenholders in accordance with the Collateral Agreement.

16.2 The Security Agent is not a statutory representative of the Tokenholders under Cypriot law. Cyprus law does not provide for a common representative regime comparable to the one existing in certain other jurisdictions. The rights, duties and responsibilities of the Security Agent are defined exclusively by these General Terms and Conditions and the relevant Security Documents, and the Security Agent shall not have any liability beyond what is expressly set out therein.

16.3 The Security Agent shall receive from the Issuer during the term of the Collateral Agreement an appropriate remuneration as well as reimbursement of its expenses, fees and disbursements incurred in connection with the Collateral Agreement.

16.4 The Issuer is not obliged to acquire the Underlying. The Issuer will provide the Tokenholders with access to a database showing the current status of the Collateral.

16.5 The Collateral Agreement provides that upon the occurrence of an Event of Default or an

Insolvency Event the Collateral cannot be realised by the Issuer. If none of these events is occurring, the Issuer may access and realise the Collateral.

16.6 By investing in the Tokens, each Tokenholder is deemed to agree and acknowledge that the Issuer shall appoint the Security Agent to act on behalf of the Tokenholders as set out in, and in accordance with, the terms and conditions set out in the Collateral Agreement.

16.7 The Security Agent may, in accordance with the terms and conditions of the Collateral Agreement, delegate any of its obligations and functions to a third party, as it deems appropriate.

16.8 If the Collateral Agreement is terminated prematurely, the Issuer is obliged to appoint a new Security Agent. The Issuer will announce a change of the Security Agent in accordance with Condition 14 (Notice).

16.9 For certain Secured Series, Noemon Tech Ltd, a Cyprus Investment Firm regulated by CySEC, may act as Security Agent. In such capacity, it will hold collateral in its own name but for the benefit of Tokenholders, pursuant to a Collateral Agreement. Tokenholders acknowledge that Noemon Tech Ltd belongs to the same group as the Issuer (Noemon Tech Ltd), which may give rise to conflicts of interest. A Back-up Co-Agent may be appointed to step in upon the occurrence of a conflict or failure by the Security Agent to act.

17. Events of Default and Insolvency Events

17.1 An “**Event of Default**” shall occur if any of the following conditions or events shall occur and be continuing:

- a) The Issuer fails to pay any amount in respect to the Tokens when due and payable in a commercial reasonable timeframe;
- b) The Issuer commences a voluntary case or other procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium or other similar relief with respect to the Issuer or its debts under any bankruptcy, insolvency, or similar law, or
- c) An involuntary case or other procedure is commenced against the Issuer seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to the Issuer or its debts under any bankruptcy, insolvency or similar law.

17.2 An “**Insolvency Event**” shall occur if any of the following conditions or events shall occur and be continuing:

- a) The Issuer becomes unable to pay its debts as they fall due, or is declared insolvent under the Cypriot Bankruptcy Law;
- b) The Issuer stops or suspends payments of all or a material part of its debts, or announces an intention to do so;
- c) The Issuer commences negotiations with one or more of its creditors (other than the Tokenholders) with a view to rescheduling any of its indebtedness because of actual or anticipated financial difficulties.

18. Limitation of Liability

18.1 Unless explicitly provided otherwise in the Product Documentation, (i) any right of a Tokenholder to rescind these General Terms and Conditions; (ii) any claim for defects in the purchase object; (iii) any claim for breach of pre-contractual obligations (including culpa in contrahendo or misrepresentation under the Cyprus Contract Law, Cap. 149); and (iv) any claim for frustration of contract under Cyprus law, shall be excluded, except for remedies available to the Tokenholder in cases of willful deceit or intentional breach of contract. Liability for willful deceit or intentional breach of contract by any person engaged by the Issuer in the performance of its obligations shall likewise be excluded to the maximum extent permitted by Cyprus law.

18.2 Unless explicitly stated otherwise in the Product Documentation, the Issuer shall not be held liable for any damages, losses, claims, costs, expenses or other liabilities, whether direct, indirect, consequential or otherwise, arising from the conduct of any third party not directly under the control and supervision of the Issuer including, but not limited to, independent contractors, partners, affiliates, suppliers, banks, brokerage firms, customers, or any other third parties interacting with, or acting on behalf of, the Issuer. Notwithstanding the foregoing, nothing in this Condition shall limit or exclude the Issuer's liability where the third party was acting under the direct instruction, authority, or control of the Issuer, or where the conduct of the third party was otherwise foreseeable and preventable.

19. Non-Custodial and No Fiduciary Duties

19.1 The Issuer does not ever have custody, possession, or control of the Tokenholders' digital assets at any time. The Tokenholders are solely responsible for the custody of the cryptographic private keys to the digital asset wallets they hold, and the Tokenholders should never share their wallet credentials or seed phrase with anyone. The Issuer does not accept any responsibility for, or liability to the Tokenholders, in connection with the Tokenholders' use of a wallet. Likewise, the Tokenholders are solely responsible for any associated wallet and the Issuer is not liable for any acts or omissions by the Tokenholders in connection with or as a result of the Tokenholders' wallets being compromised.

19.2 The Product Documentation is not intended to, and does not, create or impose any fiduciary duties on the Issuer. To the fullest extent permitted by law, the Tokenholders acknowledge and agree that the Issuer does not owe any fiduciary duties or liabilities to the Tokenholders or any other party,

and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. The Tokenholders further agree that the only duties and obligations that the Issuer owes the Tokenholders are those set out expressly in the Product Documentation.

20. Governing Law and Jurisdiction

20.1 These General Terms and Conditions, the Product Documentation and the Tokens are exclusively subject to the laws of Cyprus with the exclusion of the conflict-of-law rules of the international private law and the UN sales convention (CISG).

20.2 The place of performance and sole legal venue for all disputes arising from the legal relationships regulated under these General Terms and Conditions is the respective business seat of the Issuer unless mandatory statutory provisions contradict and the parties are merchants, legal persons under public law or a special fund under public law or at least one of the parties has no place of general jurisdiction within Cyprus. The Issuer's business seat at the time of the first launch of the Tokens is in Cyprus, Nicosia.

21. Severability

If at any time one or more of the provisions of the Product Documentation is or becomes unlawful, invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

22. Miscellaneous

22.1 The Issuer does not provide, nor does he accept responsibility for, any legal, tax or accounting advice. If the Tokenholders are unsure regarding any of the legal, tax or accounting aspects of these General Terms and Conditions or dealing in Tokens they should seek independent professional advice.

22.2 No waiver or variation of any part of the Product Documentation by the Issuer shall be effective unless in writing and signed by the Issuer. No waiver of any provision in the Product Documentation will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Product Documentation will not in any way affect, limit, or waive our rights hereunder at any time to enforce strict compliance thereafter with every term and condition of the Product Documentation.

22.3 No other document or communication may modify or add any additional obligations or covenants on the Issuer beyond those set forth in the Product Documentation, unless the Issuer clearly, specifically and explicitly states otherwise in that document.

FORM OF FINAL TERMS

FINAL TERMS DATED [•]

NTL

(incorporated in Kyriakou Matsou 18, Victory Tower, 2nf floor 082, Nicosia, Cyprus) Offer of

...

... (the “Securities”)

pursuant to the Issuer’s

Blockchain-based Certificates Program

This document constitutes the Final Terms of the Securities of the Product described herein.

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the General Terms and Conditions of the Securities (the “General Terms and Conditions”) issued by Noemon Tech Ltd, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS, registered in the commercial register of Cyprus under the registration number HE 427232, with CySEC license number 014/24 LEI 254900JFRZG8P67ZHI74(“NTL”, the “Issuer”) as set forth in the Base Prospectus dated

... [as supplemented by the Supplements thereto dated ...] (the “Base Prospectus”).This document constitutes the Final Terms of the Securities described herein and must be read in conjunction with the Base Prospectus (and any supplement thereto). Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus (together with any supplement thereto) and the Final Terms are available for viewing and download at the website of the Issuer www.noemon.tech (information on the website is not part of these final terms unless such information is incorporated by reference into these final terms).

The Base Prospectus, together with the Final Terms, constitutes the prospectus with respect to the Securities described herein for the purposes of the Regulation (EC) 2017/1129 (the “Prospectus Regulation”).

Initial Issue Date	[•]
Issue Size	[•]
Security Type	Debt instrument
Initial Issue Price	[•]
[Ratio]	[•]
[Base Currency]	[USD]
Underlying	[•]
ISIN of Underlying	[•] / [n/a]
Issuer of the Underlying	[•] / [n/a]
[Reference Source(s) for Underlying prices]	[The Reference Source(s) for the price of the Underlying are:]
Redemption Amount	The Redemption Amount is calculated as follows: [•]
Maturity Date	[•] / [n/a]
Tokenholder Redemption Date (put date)	[at any time as chosen by the Tokenholder] / [•]
Product-Specific additional prerequisites for Redemption	[•]
[Cash Settlement]	[•]
Settlement Currency	[•]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser	Except as set out in the Base Prospectus (section “Fees related to the Products”), all expenses related to the services provided by the service providers are included in the Tokenholder Fee. Except as set out in the Base Prospectus, all expenses related to the services

	provided by the service providers are included in the Tokenholder Fee. A detailed breakdown of expenses applicable to the relevant Series is available upon request and as further specified in the Base Prospectus and in these Final Terms. For the avoidance of doubt, the reference to "Tokenholder Fee" in this section is not a separate fee category, but a reference to the fees applicable to Tokenholders as described in the Base Prospectus, namely (i) the Token Issuance Fee charged upon subscription, and (ii) the Token Redemption Fee charged only upon redemption events, as further detailed below (Section Tokenholder Fee).
Yield / Yield Calculation Method	[n/a] / [•]
Denomination	[•] [denomination per unit at least 1,000.00 EUR, cf. Art. 2 lit. m) ii) Regulation (EU) 2017/1129 (Prospectus Regulation)]
Minimum Investment Amount	[1 share of the Underlying] / [•]
Maximum Investment Amount	[•]
Minimum Trading Lot	[Applicable] [Not Applicable] [USD] [EUR] [CHF] [GBP] [•]
Tokenholder Fee	Token issuance fee: [•] Token redemption fee: [•]
Custodian	[Noemon Finance Limited] / [n/a]
Collateral	[•] [n/a]
Security Agent	The Security Agent is [•] / [n/a]
Token Trustee	[•] / [n/a]
Trading Platform	[•] / [n/a]
Issuer Call Option	[Yes] / [n/a]
Additional Product-Specific Risks not stated in the Base Prospectus	[•] / [n/a]
Significant or material change statement	[Save as disclosed in [refer to any relevant disclosure].] There has been no significant change in the financial or trading position of the Issuer and there has been no material adverse change in the financial position or the prospects of the Issuer since [the date of this Base Prospectus i.e. [•] / insert date of latest annual or interim financial statements].]
Responsibility	The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this Final Terms is in accordance with the facts and contains no omission likely to affect its import.
Date of Board of Directors approval of issuance	[•]

Signed on behalf of the Issuer as duly authorized representative:

By: _____

PART B - OTHER INFORMATION

Listing and admission to trading	[•] / [n/a]
Interests of natural and legal persons involved in the issue	[So far as the Issuer is aware, no person involved in the offer of the Securities has an interest material to the offer] / [give details]
Additional Selling Restrictions	[•] / [n/a]

Security Codes	ISIN: [•] / [n/a] Clearing Code (CFI / FISN): [•] / [n/a]
Clearing Systems	[•] / [n/a]
Terms and Conditions of the Offer	
Offer Period	[[...] until end of validity of the Base Prospectus] / [•]
Initial Offer Price:	[•] / [n/a]
Details of the minimum and/or maximum amount of application:	[•] / [n/a]
Manner in and date on which results of the offer are made available to the public:	[Not Applicable]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable]
Whether tranche(s) have been reserved for certain countries:	[Not Applicable]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable]
Name(s) and address(es), to the extent known to the Issuer, of the places in the various countries where the offer takes place:	Cyprus / [•] / [•]

SELLING RESTRICTIONS

GENERAL

These selling restrictions may be modified by the Issuer following a change in a relevant law, regulation or directive. Any such modification will be set out in the relevant Final Terms issued in respect of the issue of the Products to which it relates or in a supplement to this Base Prospectus.

The Issuer does not represent that the Products may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, and does not assume any responsibility for facilitating such sale.

No action has been or will be taken by the Issuer that would permit a public offering of any Products or possession or distribution of any offering material in relation to any Products in any jurisdiction where action for that purpose is required. No offers, sales, resales or deliveries of any Products or distribution of any offering material relating to any Products may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

TARGET MARKET

The target market for the Products includes eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU as amended (MiFID II) and all channels for distribution of the Products are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable.

The Products are intended to be offered in Liechtenstein, Cyprus and any other countries of the European Economic Area with regard to which notifications in accordance with Art. 25 of the Prospectus Regulation will have been made.

UNITED STATES

Nothing in this Base Prospectus constitutes an offer of securities for sale in any jurisdiction where it is unlawful to do so. The Product has not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or with any securities regulatory authority of any state or other jurisdiction of the United States and (i) may not be offered, sold or delivered within the United States to, or for the account or benefit of U.S. Persons (as defined in Regulation S under the Securities Act), except according to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable State securities laws and (ii) may be offered, sold or otherwise delivered at any time only to transferees that are non-US persons (as defined by the U.S. Commodities Futures Trading Commission). The Base Prospectus may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. In particular, it may not be forwarded to any U.S. address. Any forwarding, distribution, or reproduction of this Base Prospectus in whole or in part is unauthorized. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions. If you have gained access to this Base Prospectus contrary to any of the foregoing restrictions, you are not authorized and will not be able to purchase any of the securities described herein.

EUROPEAN ECONOMIC AREA

This Base Prospectus has been prepared on the basis that any offer of the Products in any Member State of the EEA will be made according to an exemption under the Prospectus Regulation from the requirement to publish a prospectus except for offers of such products in Liechtenstein or any other EEA Country where notifications in accordance with Art. 25 of the Prospectus Regulation have been made to (**Non-Exempt Offer Jurisdictions**).

In relation to each Member State of the European Economic Area (each, a **Member State**) other than Non- Exempt Offer Jurisdictions, an offer of the Product to the public may not be made in that Member State, except that an offer of the Product to the public in that Member State may be made at any time under the following exemptions under the Prospectus Regulation: (i) to any legal entity which is a qualified Stock-Tokenholder as defined in the Prospectus Regulation; (ii) to fewer than 150 natural or legal persons (other than qualified Stock-Tokenholders as defined in the Prospectus Regulation), subject to obtaining the prior consent of the representatives of the underwriters for any such offer; or (iii) in any other circumstances falling within article 1

(4) of the Prospectus Regulation, provided that no such offer of the Product shall result in a requirement for the publication by us or any underwriter of a prospectus according to article 3 of the Prospectus Regulation.

WARNING REGARDING TAXATION

Depending on the Investor's country of residence, holding the Products may have tax implications, such as value-added tax or capital gains tax. Investors are advised to consult with their tax advisers as to their specific consequences. Therefore, Investors should consider whether such tax liabilities apply when investing in the Products. Each Investor will assume and be solely responsible for all taxes of any jurisdiction, including central government or local state taxes or other like assessment or charges which may be applied in respect of the Products.

It is recommended that prospective Stock-Tokenholders consult their own professional advisers concerning the possible tax consequences of buying, holding, or selling any or the Products under the applicable laws of their country of citizenship, residence or domicile. Tokenholders should be aware that the tax legislation of the Tokenholder's domicile as well as the Issuer's country of incorporation may have an impact on the income received

from the securities.

Issuance and Redemption

IN GENERAL

The issuance and redemption mechanism is a continuous process on every Business Day and is intended to ensure that Products have sufficient liquidity and that the price of the Products tracks the relevant Underlying correctly.

On any Business Day, investors may subscribe via issuance through the Issuer and sell back their Products via redemption through the Issuer. Purchasing and selling of fractional Underlyings and Products is possible, if not stated otherwise in the Final Terms.

The investors have to go through a KYC/AML-procedure as described in the General Term and Conditions.

There is no claim of any investor against the Issuer for issuing any Product at any moment in time. The Issuance of any Product is in the full and sole discretion of the Issuer. If there are negative findings in connection with the KYC/AML-procedure or any other material negative issues regarding the issuance, redemption or any payment transaction, the Issuer has the right to reject the issuance, redemption or payment transaction with no liability to the investors.

ISSUANCE

The practical steps involved in the issuance of Products are (subject to contrary provisions in the Final Terms) as follows:

- a. The Token for the Products are pre-created (but not activated) by the Issuer for each specific Product and transferred into a wallet held by the Issuer.
- b. The investor submits a purchase order to the Issuer.
- c. The Investor goes through the KYC/AML-procedures, if necessary, at the Issuer's sole discretion. The Issuer has the right to reject any issuance request if there are negative findings or other material issues with the issuance.
- d. The Issuer creates the Token upon receipt of the Investor's full payment or respective guarantee or equivalent security on the respective payment account.
- e. Until the Business Day following the receipt of the Investor's full payment or respective guarantee or equivalent security (i.e. T+2), the Issuer:
 - i. chooses whether to buy the number of Underlyings equivalent to the Investor's payment (fractional Underlyings are possible) and to transfer the Underlying to the Collateral Account with the Security Agent; and
 - ii. in case of successful purchase of the Underlying, transfers the Token equivalent to the purchased amount until the latest 6:00pm CEST to the wallet specified by the respective investor.

There are no creation limits on the Products assuming sufficient liquidity in the capital markets in which the Underlying is purchased.

ISSUER REDEMPTION (ISSUER CALL OPTION)

If an event occurs, which in the sole discretion of the Issuer requires a discontinuation of a Product ("**Termination Event**"), the Issuer has the right to terminate such Product ("**Issuer Call Option**") at a date of its choice ("**Termination Date**"), without providing for a specific reason, by notifying the Tokenholders at the earliest possible date, in any event no later than 30 Business Days prior to the Termination Date ("**Termination Notice**"). The Issuer has to notify (i) Tokenholders having subscribed their Products directly with the Issuer by e-mail (as stated by the Investor in the KYC provided during the issuance process) or in other written form in the sole discretion of the Issuer, and (ii) any other Tokenholders not having subscribed their securities directly with the Issuer by publication on the Issuer's website www.noemon.tech. The Issuer Call Option may for example (but not limited to), be exercised:

- a) if the Issuer has determined and documented respectively that the Underlying of the relevant Products has permanently ceased to be liquid;
- b) if compliance by the Issuer with the obligations under the Products or any transaction in respect of an Underlying of the relevant Products will become unlawful or impossible in whole or in part, in particular as a result of compliance by the Issuer with any future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power or controlling authority or of the relevant competent market authorities ("**Regulatory Call**");
- c) due to increased cost of Collateralization;
- d) in the event that any present or future taxes, duties or governmental charges would be imposed by any jurisdiction in which the Issuer is or becomes subject to tax as a result of any change in laws or regulations of the relevant jurisdiction;

e) in the event a major service provider stops providing its services, such as, but not limited to, brokerage services, paying account provider services, tokenization services, security agent services, securities custody services or KYC services;

f) in the event of the Product having an Underlying with a fixed maturity date and the Issuer having defined in the Final Terms to exercise the Issuer Call Option upon reaching the maturity date of the Underlying; or

g) in the event that the Issuer infers that technological and/or operational risks related to the blockchain-based technology being used have significantly increased.

Following a Termination Event, the Products will be subject to redemption at the redemption amount on the Termination Date. If the Issuer Call Option has been exercised due to unfavourable market conditions, including illiquidity or insolvency or distressed situations relating to an Underlying or a relevant market for the Underlying, Tokenholders should be aware that the redemption amount may be considerably lower compared to the issue price or the last valuation of the Products before the exercise of the Issuer Call Option.

Upon exercise of the Issuer Call Option, any Securities of the Product so terminated will be redeemed in accordance with the procedure set forth in clause 16 of the General Terms and Conditions.

GENERAL INFORMATION

AUTHORIZATION

The Program and the issuance and offer of Products under the Program have been duly authorized by the Board of Directors of NTL pursuant to a resolution dated as of 18 September 2025.

Approval of the Prospectus

This Prospectus has been approved by the Liechtenstein Financial Markets Authority (FMA) on 1st December 2025.

The Liechtenstein Financial Markets Authority does not accept any responsibility for the financial soundness of the Issuer or the Product or for the correctness of any of the statements made or opinions expressed regarding it.

SIGNIFICANT CHANGE

Save as disclosed herein, there has been no significant change in the financial or trading position of the Issuer since its incorporation.

There has been no material adverse change in the financial position or prospects of the Issuer since the date of the last financial statements.

Trend Information

Save as disclosed herein, the Issuer is not aware of any trends, uncertainties, demands, commitments, or events that are reasonably likely to have a material effect on their respective prospects during the current financial year.

Legal, Administrative and Arbitration Proceedings

The Issuer has not been involved in any governmental, legal or arbitration proceedings which may have or have had during the 12 months preceding the date of this Base Prospectus a significant effect on the financial position or prospects of Issuer or the group's financial position or profitability nor are, so far as Issuer is aware, any such proceedings pending or threatened.

Third Party Information

Where information in this Base Prospectus has been sourced from third parties this information has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third-party information is identified where used.

Post-Issuance Information

The Issuer does not intend to provide any post-issuance information in relation to any of the Underlying or the Products.

Documents on Display

For so long as Products remain outstanding, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the registered office of the Issuer in printed form:

- the Issuer's Articles of Association;
- the Final Terms in respect of each Product;
- this Base Prospectus.

The documents are also available for review and download on the website of the Issuer www.noemon.tech

(information on the website is not part of this base prospectus unless such information is incorporated by reference into this base prospectus).

Websites

Websites mentioned in this Base Prospectus or their contents do not form part of this Base Prospectus.

DEFINITIONS

“Adverse Regulatory Event”	an Adverse Regulatory Event shall be deemed to occur if there is a material change in the regulatory environment that significantly impacts the Issuer’s ability to comply with relevant regulations in the operation or issuance of the Token.
“Adverse Tax Event”	an Adverse Tax Event shall be deemed to occur if there is a material change in tax law or interpretation of tax law that results in a substantial adverse tax consequence to the Issuer related to the issuance, operation, or holding of the Token.
“Applicable Law(s)”	means all laws, statutes, regulatory rules, and regulations that apply to the Parties in connection with the General Terms and Conditions from time to time;
“Business Day”	means a day on which (i) relevant Clearing Systems are open, (ii) relevant commercial banks are open, and/or (iii) banks in Frankfurt are open.
“Collateral”	means assets representing the Underlying and any cash held in any Collateral Account of the Issuer held with the Custodian.
“Collateral Account”	means any Paying Accounts and Securities Accounts which are pledged in favor of the Securities Agent, acting in its own name and on its own account as well as in the account of the Tokenholders as their representative.
“Collateral Agreement”	means a collateral agreement entered between the Issuer and the Tokenholders represented by the Security Agent acting as in their name and on their account as their representative and the Security Agent acting in its own name and on its own account.
“Event of Default”	has the meaning given in Condition 16 of the General Terms and Conditions .
“Greenlisted”, “Greenlisting”	means the completion of both the onboarding as described in Condition 2 of the General Terms and Conditions and the KYC/AML Requirements.
“Insolvency Event”	has the meaning given in Condition 16 of the General Terms and Conditions.
“Issuer”	means the Noemon Tech Ltd, FOTI PITTA 9, 2ND FLOOR, OFFICE 201, NICOSIA, Lefkosia (CY-01), 1065, CYPRUS, registered in the commercial register of Cyprus under the registration number HE 427232, with CySEC license number 014/24 LEI 254900JFRZG8P67ZHI74 ;

“Issuer Call Option”	is the right of the Issuer to initiate the redemption process in the event of a force majeure or other unforeseen circumstances beyond the reasonable control of the Issuer, including but not limited to Adverse Regulatory Events, Adverse Tax Events, natural disasters, acts of war or terrorism, or other events or circumstances not contemplated at the time of issuance of the Tokens. The Issuer may also execute the Call Option in the event that it voluntarily or involuntarily dissolves, liquidates, or otherwise ceases to exist. Upon determination by the Issuer to execute the Issuer Call Option, the Issuer will notify the Tokenholders in accordance with Condition 13 (Notice) of the General Terms and Conditions.
“KYC/AML Requirements”	mean the know your client and anti-money laundering processes established by the Issuer to ensure compliance with Applicable Law;
“Market Disruption Event”	has the meaning specified in Condition 5 of the General Terms and Conditions.
“Notice of Event of Default”	shall mean a written notice by the Issuer or by a Tokenholder delivered to the Security Agent, stating that an Event of Default or an Insolvency Event has occurred and is continuing; it only takes effect though if the Security Agent carries out an independent review of whether an Event of Default or an Insolvency Event has occurred.
“Party”, “Parties”	you and us as the parties to the General Terms and Conditions;
“Products”	means any security offered by the Issuer to Tokenholders.
“Product Documentation”	means these General Terms and Conditions and the relevant Final Terms, each as may be amended and/or supplemented and/or restated from time-to-time.
“Redemption Amount”	means an amount in the Settlement Currency payable by the Issuer to the Tokenholder. It is calculated on the basis of a hypothetical best-efforts liquidation of assets reflecting the number of shares of the Underlying that corresponds to the number of Tokens redeemed by the Tokenholder. The Redemption Fees are subtracted from the redeemable amount.
“Redemption Fees”	has the meaning as specified in the Final Terms.
“Securities Account”	means any account maintained by a securities intermediary such as a bank, securities firm or any other regulated custodian, in which it holds securities for the benefit of a customer.
“Security”	means the lien on the Collateral Account and on the Collateral granted in favour of the Tokenholders to the Security Agent.
“Security Agent”	The Security Agent represents the Tokenholders acting as their representative to secure in the name and on the account of the Tokenholders their claims under the Products as well as acting in its own name and on its own account to secure its ongoing costs.
“Token(s)”	are the digital tokens generated by the Issuer which have a smart contract that is implemented on the Ethereum Blockchain. The Tokens track the performance of the Underlying.
“Tokenholder(s)”	shall mean any person holding the private key in relation to a specific Token.

“Underlying”

has the meaning as specified in the Final Terms.

“Website”

means www.noemon.tech (information on the website is not part of this base prospectus unless such information is incorporated

by reference into this base prospectus).

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer, which has taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

Signed on behalf of the Issuer as duly authorized representative:

ANNEX: AUDITED BALANCE SHEET AS OF 31.12.2024

NOEMON TECH LIMITED
REPORT AND FINANCIAL STATEMENTS
31 December 2024

NOEMON TECH LIMITED

REPORT AND FINANCIAL STATEMENTS
31 December 2024

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NOEMON TECH LIMITED

BOARD OF DIRECTORS AND OTHER OFFICERS

Board of Directors:	Marios Athanasiou
Company Secretary:	Marios Athanasiou Thivon, 3 Anna Court 8-9 flat/office 202 1056, Nicosia, Cyprus
Registered office:	Photi Pitta 9 Nicosia 1065 Cyprus

NOEMON TECH LIMITED

MANAGEMENT REPORT

The Director presents this report together with the audited financial statements of the Company for the year ended 31 December 2024.

Principal activities and nature of operations of the Company

On 11 November 2024 the Company was registered as a Crypto Asset Service Provider in the CASP Register of the Cyprus Securities and Exchange Commission with registration number 014/24 and commenced operations.

Review of current position, future developments and performance of the Company's business

The Company's development to date, financial results and position as presented in the financial statements are considered satisfactory.

Principal risks and uncertainties

The principal risks and uncertainties faced by the Company are disclosed in notes 6 and 7 of the financial statements.

Existence of branches

The Company does not maintain any branches.

Results

The Company's results for the year are set out on page 7. The net loss for the year is carried forward.

Share capital

There were no changes in the share capital of the Company during the year.

Board of Directors

The sole member of the Company's Board of Directors as at 31 December 2024 and at the date of this report is presented on page 1. The Sole Director was a member of the Board of Directors throughout the year ended 31 December 2024.

In accordance with the Company's Articles of Association the Sole Director presently member of the Board continues in office.

There were no significant changes in the remuneration of the Board of Directors.

Events after the reporting period

There were no material events after the reporting period, which have a bearing on the understanding of the financial statements.

Independent Auditors

The Independent Auditors, K.M.Evangelou & Partners Audit & Consulting Ltd, have expressed their willingness to continue in office and a resolution giving authority to the Board of Directors to fix their remuneration will be proposed at the Annual General Meeting.

By order of the Board of Directors,



Marios Athanasiou
Director

Nicosia, 24 April 2025

Independent Auditor's Report

To the Members of Noemon Tech Limited

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Noemon Tech Limited (the "Company"), which are presented in pages 7 to 21 and comprise the balance sheet as at 31 December 2024, and the statements of comprehensive income, changes in equity and cash flows for the year then ended, and notes of the financial statements, including material accounting policy information.

In our opinion, the accompanying financial statements give a true and fair view of the financial position of the Company as at 31 December 2024, and of its financial performance and its cash flows for the year then ended in accordance with IFRS accounting Standards as adopted by the European Union and the requirements of the Cyprus Companies Law, Cap. 113.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are independent of the Company in accordance with the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards) (IESBA Code) together with the ethical requirements that are relevant to our audit of the financial statements in Cyprus, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to note 4 of the financial statements which indicates that the Company incurred a loss of €29.160 during the year ended 31 December 2024, and, as of that date the Company's liabilities exceeded its assets by €30.417. As stated in note 4, these events or conditions, along with other matters as set forth in note 4, indicate that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Other information

The Board of Directors is responsible for the other information. The other information comprises the information included in the management report and the additional information to the statement of comprehensive income in pages 22 to 24, but does not include the financial statements and our auditor's report thereon.

Independent Auditor's Report (continued)

To the Members of Noemon Tech Limited

Other information (continued)

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the Board of Directors for the Financial Statements

The Board of Directors is responsible for the preparation of financial statements that give a true and fair view in accordance with IFRS Accounting Standards as adopted by the European Union and the requirements of the Cyprus Companies Law, Cap. 113, and for such internal control as the Board of Directors determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The Board of Directors is responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Independent Auditor's Report (continued)

To the Members of Noemon Tech Limited

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors.
- Conclude on the appropriateness of the Board of Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves a true and fair view.

We communicate with the Board of Directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Independent Auditor's Report (continued)

To the Members of Noemon Tech Limited

Report on Other Legal Requirements

Pursuant to the additional requirements of the Auditors Law of 2017, we report the following:

- In our opinion, based on the work undertaken in the course of our audit, the Management Report has been prepared in accordance with the requirements of the Cyprus Companies Law, Cap 113, and the information given is consistent with the financial statements.
- In light of the knowledge and understanding of the Company and its environment obtained in the course of the audit, we are required to report if we have identified material misstatements in the Management Report. We have nothing to report in this respect.

Other Matter

This report, including the opinion, has been prepared for and only for the Company's members as a body in accordance with Section 69 of the Auditors Law of 2017 and for no other purpose. We do not, in giving this opinion, accept or assume responsibility for any other purpose or to any other person to whose knowledge this report may come to.


Angela Georgiou
Certified Public Accountant and Registered Auditor
for and on behalf of

K.M.Evangelou & Partners Audit & Consulting Ltd
Certified Public Accountants and Registered Auditors

Limassol, 30 April 2025

NOEMON TECH LIMITED

STATEMENT OF COMPREHENSIVE INCOME
31 December 2024

	Note	2024 €	2023 €
Administration expenses		(27.619)	(850)
Operating loss		(27.619)	(850)
Net finance costs	10	(1.541)	-
Loss before tax		(29.160)	(850)
Tax	11	-	-
Net loss for the year		(29.160)	(850)
Other comprehensive income		-	-
Total comprehensive loss for the year		(29.160)	(850)

The notes on pages 11 to 21 form an integral part of these financial statements.

NOEMON TECH LIMITED

BALANCE SHEET
31 December 2024

	Note	2024 €	2023 €
ASSETS			
Non-current assets			
Property, plant and equipment	12	<u>1.368</u>	-
		<u>1.368</u>	-
Current assets			
Receivables	13	<u>2.000</u>	-
Cash at bank	14	<u>151.459</u>	-
		<u>153.459</u>	-
Total assets		<u><u>154.827</u></u>	-
EQUITY AND LIABILITIES			
Equity			
Share capital	15	<u>1.000</u>	1.000
Accumulated losses		<u>(31.417)</u>	(2.257)
Total equity		<u>(30.417)</u>	(1.257)
Current liabilities			
Trade and other payables	16	<u>185.244</u>	1.257
Total liabilities		<u>185.244</u>	1.257
Total equity and liabilities		<u><u>154.827</u></u>	-

On 24 April 2025 the Board of Directors of Noemon Tech Limited authorised these financial statements for issue.

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Marios Athanasiou
Director

The notes on pages 11 to 21 form an integral part of these financial statements.

NOEMON TECH LIMITED

STATEMENT OF CHANGES IN EQUITY
31 December 2024

	Share capital €	Accumulated losses €	Total €
Balance at 1 January 2023	1.000	(1.407)	(407)
Comprehensive income			
Net loss for the year	-	(850)	(850)
Total comprehensive loss for the period	-	(850)	(850)
Balance at 31 December 2023/ 1 January 2024	1.000	(2.257)	(1.257)
Comprehensive income			
Net loss for the year	-	(29.160)	(29.160)
Total comprehensive loss for the year	-	(29.160)	(29.160)
Balance at 31 December 2024	1.000	(31.417)	(30.417)

Companies, which do not distribute 70% of their profits after tax, as defined by the Special Contribution for the Defence of the Republic Law, within two years after the end of the relevant tax year, will be deemed to have distributed this amount as dividend on the 31 of December of the second year. The amount of the deemed dividend distribution is reduced by any actual dividend already distributed by 31 December of the second year for the year the profits relate. The Company pays special defence contribution on behalf of the shareholders over the amount of the deemed dividend distribution at a rate of 17% (applicable since 2014) when the entitled shareholders are natural persons tax residents of Cyprus and have their domicile in Cyprus. In addition, the Company pays on behalf of the shareholders General Healthcare System (GHS) contribution at a rate of 2,65%, when the entitled shareholders are natural persons tax residents of Cyprus, regardless of their domicile.

The notes on pages 11 to 21 form an integral part of these financial statements.

NOEMON TECH LIMITED

STATEMENT OF CASH FLOWS
31 December 2024

	Note	2024 €	2023 €
CASH FLOWS FROM OPERATING ACTIVITIES			
Loss before tax		(29.160)	(850)
Adjustments for:			
Depreciation of property, plant and equipment	12	<u>342</u>	-
		(28.818)	(850)
Changes in working capital:			
(Increase)/decrease in receivables		(2.000)	1.000
Increase/(decrease) in trade and other payables		<u>183.987</u>	(150)
Cash generated from operations		<u>153.169</u>	-
CASH FLOWS FROM INVESTING ACTIVITIES			
Payment for purchase of property, plant and equipment	12	<u>(1.710)</u>	-
Net cash used in investing activities		<u>(1.710)</u>	-
CASH FLOWS FROM FINANCING ACTIVITIES			
		-	-
Net increase in cash and cash equivalents		151.459	-
Cash and cash equivalents at beginning of the year		-	-
Cash and cash equivalents at end of the year	14	<u>151.459</u>	-

The notes on pages 11 to 21 form an integral part of these financial statements.

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

1. Incorporation and principal activities

Country of incorporation

The Company Noemon Tech Limited (the "Company") was incorporated in Cyprus as a private limited liability company under the provisions of the Cyprus Companies Law, Cap. 113. Its registered office is at Photi Pitta 9, Nicosia, 1065, Cyprus.

Principal activities

On 11 November 2024 the Company was registered as a Crypto Asset Service Provider in the CASP Register of the Cyprus Securities and Exchange Commission with registration number 014/24 and commenced operations.

2. Basis of preparation

The financial statements have been prepared in accordance with IFRS Accounting Standards as adopted by the European Union (EU) and the requirements of the Cyprus Companies Law, Cap. 113. The financial statements have been prepared under the historical cost convention.

The preparation of financial statements in conformity with IFRS Accounting Standards requires the use of certain critical accounting estimates and requires Management to exercise its judgment in the process of applying the Company's accounting policies. It also requires the use of assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Although these estimates are based on Management's best knowledge of current events and actions, actual results may ultimately differ from those estimates.

3. Adoption of new or revised standards and interpretations

During the current year the Company adopted all the new and revised IFRS Accounting Standards that are relevant to its operations and are effective for accounting periods beginning on 1 January 2024. This adoption did not have a material effect on the accounting policies of the Company.

4. Material accounting policy information

The material accounting policies adopted in the preparation of these financial statements are set out below. These policies have been consistently applied to all years presented in these financial statements unless otherwise stated.

Management seeks not to reduce the understandability of these financial statements by obscuring material information with immaterial information. Hence, only material accounting policy information is disclosed, where relevant, in the related disclosure notes.

Going concern basis

The Company incurred a loss of €29.160 for the year ended 31 December 2024, and, as of that date the Company's liabilities exceeded its assets by €30.417. The Company is dependent upon the continuing financial support of its parent company without which there would be significant doubt about its ability to continue as a going concern as well as its ability to realise its assets and discharge its liabilities in the ordinary course of business. The parent company has indicated its intention to continue providing such financial assistance to the Company to enable it to continue as a going concern and to meet its obligations as they fall due.

Finance costs

Interest expense and other borrowing costs are charged to profit or loss as incurred.

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

4. Material accounting policy information (continued)

Foreign currency translation

- (1) **Functional and presentation currency**
Items included in the Company's financial statements are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The financial statements are presented in Euro (€), which is the Company's functional and presentation currency.
- (2) **Transactions and balances**
Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in profit or loss.

Tax

Income tax expense represents the sum of the tax currently payable and deferred tax.

Current tax liabilities and assets are measured at the amount expected to be paid to or recovered from the taxation authorities, using the tax rates and laws that have been enacted, or substantively enacted, by the reporting date.

Deferred tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. Currently enacted tax rates are used in the determination of deferred tax.

Deferred tax assets are recognised to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when the deferred taxes relate to the same fiscal authority.

Property, plant and equipment

Property, plant and equipment are stated at historical cost less accumulated depreciation and any accumulated impairment losses.

Depreciation is calculated on the straight-line method so as to write off the cost of each asset to its residual value over its estimated useful life. The annual depreciation rates used are as follows:

	%
Computer hardware	20

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at each reporting date.

Where the carrying amount of an asset is greater than its estimated recoverable amount, the asset is written down immediately to its recoverable amount.

Expenditure for repairs and maintenance of property, plant and equipment is charged to profit or loss of the year in which it is incurred. The cost of major renovations and other subsequent expenditure are included in the carrying amount of the asset when it is probable that future economic benefits in excess of the originally assessed standard of performance of the existing asset will flow to the Company. Major renovations are depreciated over the remaining useful life of the related asset.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in profit or loss.

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

4. Material accounting policy information (continued)

Impairment of non-financial assets

Assets that have an indefinite useful life are not subject to amortisation and are tested annually for impairment. Assets that are subject to depreciation or amortisation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to sell and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash flows (cash-generating units). Non financial assets, other than goodwill, that have suffered an impairment are reviewed for possible reversal of the impairment at each reporting date.

Financial assets - Classification

The Company classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value (either through OCI or through profit or loss), and
- those to be measured at amortised cost.

The classification and subsequent measurement of debt financial assets depends on: (i) the Company's business model for managing the related assets portfolio and (ii) the cash flow characteristics of the asset. On initial recognition, the Company may irrevocably designate a debt financial asset that otherwise meets the requirements to be measured at amortized cost or at FVOCI or at FVTPL if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

For investments in equity instruments that are not held for trading, the classification will depend on whether the Company has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income (FVOCI). This election is made on an investment-by-investment basis.

All other financial assets are classified as measured at FVTPL.

For assets measured at fair value, gains and losses will either be recorded in profit or loss or OCI. For investments in equity instruments that are not held for trading, this will depend on whether the Company has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income (FVOCI).

Financial assets - Recognition and derecognition

All purchases and sales of financial assets that require delivery within the time frame established by regulation or market convention ("regular way" purchases and sales) are recorded at trade date, which is the date when the Company commits to deliver a financial instrument. All other purchases and sales are recognised when the entity becomes a party to the contractual provisions of the instrument.

Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or have been transferred and the Company has transferred substantially all the risks and rewards of ownership.

Financial assets - Measurement

At initial recognition, the Company measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss (FVTPL), transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVTPL are expensed in profit or loss. Fair value at initial recognition is best evidenced by the transaction price. A gain or loss on initial recognition is only recorded if there is a difference between fair value and transaction price which can be evidenced by other observable current market transactions in the same instrument or by a valuation technique whose inputs include only data from observable markets.

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

4. Material accounting policy information (continued)

Financial assets - Measurement (continued)

Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

Debt instruments

Subsequent measurement of debt instruments depends on the Company's business model for managing the asset and the cash flow characteristics of the asset. There are three measurement categories into which the Company classifies its debt instruments:

Amortised cost: Assets that are held for collection of contractual cash flows where those cash flows represent solely payments of principal and interest are measured at amortised cost. Interest income from these financial assets is included in 'other income'. Any gain or loss arising on derecognition is recognised directly in profit or loss and presented in other gains/(losses) together with foreign exchange gains and losses. Impairment losses are presented as separate line item in the statement of comprehensive income. Financial assets measured at amortised cost (AC) comprise: cash and cash equivalents, bank deposits with original maturity over 3 months, trade receivables and financial assets at amortised cost.

FVOCI: Assets that are held for collection of contractual cash flows and for selling the financial assets, where the assets' cash flows represent solely payments of principal and interest, are measured at FVOCI. Movements in the carrying amount are taken through OCI, except for the recognition of impairment gains or losses, interest income and foreign exchange gains and losses which are recognised in profit or loss. When the financial asset is derecognised, the cumulative gain or loss previously recognised in OCI is reclassified from equity to profit or loss and recognised in other gains/(losses). Interest income from these financial assets is included in "other income". Foreign exchange gains and losses are presented in "other gains/(losses)" and impairment expenses are presented as separate line item in the statement of comprehensive income.

FVTPL: Assets that do not meet the criteria for amortised cost or FVOCI are measured at FVTPL. A gain or loss on a debt investment that is subsequently measured at FVTPL is recognised in profit or loss and presented net within "other gains/(losses)" in the period in which it arises.

Financial assets - impairment - credit loss allowance for ECL

The Company assesses on a forward-looking basis the ECL for debt instruments (including loans) measured at amortised cost and FVOCI and exposure arising from loan commitments and financial guarantee contracts. The Company measures ECL and recognises credit loss allowance at each reporting date. The measurement of ECL reflects: (i) an unbiased and probability weighted amount that is determined by evaluating a range of possible outcomes, (ii) time value of money and (iii) all reasonable and supportable information that is available without undue cost and effort at the end of each reporting period about past events, current conditions and forecasts of future conditions.

The carrying amount of the financial assets is reduced through the use of an allowance account, and the amount of the loss is recognised in the statement of comprehensive income within "net impairment losses on financial and contract assets. Subsequent recoveries of amounts for which loss allowance was previously recognised are credited against the same line item.

Debt instruments carried at amortised cost are presented in the balance sheet net of the allowance for ECL. For loan commitments and financial guarantee contracts, a separate provision for ECL is recognised as a liability in the balance sheet.

For debt instruments at FVOCI, an allowance for ECL is recognised in profit or loss and it affects fair value gains or losses recognised in OCI rather than the carrying amount of those instruments.

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

4. Material accounting policy information (continued)

Financial assets - impairment - credit loss allowance for ECL (continued)

The impairment methodology applied by the Company for calculating expected credit losses depends on the type of financial asset assessed for impairment. Specifically:

For trade receivables and contract assets, including trade receivables and contract assets with a significant financing component, and lease receivables the Company applies the simplified approach permitted by IFRS 9, which requires lifetime expected credit losses to be recognised from initial recognition of the financial assets.

For all other financial instruments that are subject to impairment under IFRS 9, the Company applies general approach - three stage model for impairment. The Company applies a three stage model for impairment, based on changes in credit quality since initial recognition. A financial instrument that is not credit-impaired on initial recognition is classified in Stage 1.

Additionally the Company has decided to use the low credit risk assessment exemption for investment grade financial assets. Refer to note 6, Credit risk section for a description of how the Company determines low credit risk financial assets.

Financial assets - Reclassification

Financial instruments are reclassified only when the business model for managing those assets changes. The reclassification has a prospective effect and takes place from the start of the first reporting period following the change.

Financial assets - write-off

Financial assets are written-off, in whole or in part, when the Company exhausted all practical recovery efforts and has concluded that there is no reasonable expectation of recovery. The write-off represents a derecognition event. The Company may write-off financial assets that are still subject to enforcement activity when the Company seeks to recover amounts that are contractually due, however, there is no reasonable expectation of recovery.

Financial assets - modification

The Company sometimes renegotiates or otherwise modifies the contractual terms of the financial assets. The Company assesses whether the modification of contractual cash flows is substantial considering, among other, the following factors: any new contractual terms that substantially affect the risk profile of the asset (e.g. profit share or equity-based return), significant change in interest rate, change in the currency denomination, new collateral or credit enhancement that significantly affects the credit risk associated with the asset or a significant extension of a loan when the borrower is not in financial difficulties.

If the modified terms are substantially different, the rights to cash flows from the original asset expire and the Company derecognises the original financial asset and recognises a new asset at its fair value. The date of renegotiation is considered to be the date of initial recognition for subsequent impairment calculation purposes, including determining whether a SICR has occurred. The Company also assesses whether the new loan or debt instrument meets the SPPI criterion. Any difference between the carrying amount of the original asset derecognised and fair value of the new substantially modified asset is recognised in profit or loss, unless the substance of the difference is attributed to a capital transaction with owners.

In a situation where the renegotiation was driven by financial difficulties of the counterparty and inability to make the originally agreed payments, the Company compares the original and revised expected cash flows to assets whether the risks and rewards of the asset are substantially different as a result of the contractual modification. If the risks and rewards do not change, the modified asset is not substantially different from the original asset and the modification does not result in derecognition. The Company recalculates the gross carrying amount by discounting the modified contractual cash flows by the original effective interest rate, and recognises a modification gain or loss in profit or loss.

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

4. Material accounting policy information (continued)

Cash and cash equivalents

For the purpose of the statement of cash flows, cash and cash equivalents comprise cash at bank. Cash and cash equivalents are carried at amortised cost because: (i) they are held for collection of contractual cash flows and those cash flows represent SPPI, and (ii) they are not designated at FVTPL.

Classification as financial assets at amortised cost

These amounts generally arise from transactions outside the usual operating activities of the Company. They are held with the objective to collect their contractual cash flows and their cash flows represent solely payments of principal and interest. Accordingly, these are measured at amortised cost using the effective interest method, less provision for impairment. Financial assets at amortised cost are classified as current assets if they are due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current assets.

Financial liabilities - measurement categories

Financial liabilities are initially recognised at fair value and classified as subsequently measured at amortised cost, except for (i) financial liabilities at FVTPL: this classification is applied to derivatives, financial liabilities held for trading (e.g. short positions in securities), contingent consideration recognised by an acquirer in a business combination and other financial liabilities designated as such at initial recognition and (ii) financial guarantee contracts and loan commitments.

A financial liability is derecognised when the obligation under the liability is discharged or cancelled or expires.

Trade payables

Trade payables are initially measured at fair value and are subsequently measured at amortised cost, using the effective interest rate method.

Share capital

Ordinary shares are classified as equity.

Provisions

Provisions are recognised when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and a reliable estimate of the amount can be made. Where the Company expects a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognised as a separate asset but only when the reimbursement is virtually certain.

Comparatives

Where necessary, comparative figures have been adjusted to conform to changes in presentation in the current year.

5. New accounting pronouncements

At the date of approval of these financial statements, standards and interpretations were issued by the International Accounting Standards Board which were not yet effective. Some of them were adopted by the European Union and others not yet. The Board of Directors expects that the adoption of these accounting standards in future periods will not have a material effect on the financial statements of the Company.

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

6. Financial risk management

Financial risk factors

The Company is exposed to liquidity risk arising from the financial instruments it holds. The risk management policies employed by the Company to manage these risks are discussed below:

6.1 Liquidity risk

Liquidity risk is the risk that arises when the maturity of assets and liabilities does not match. An unmatched position potentially enhances profitability, but can also increase the risk of losses. No maturity table disclosing the undiscounted cash flows of the underlying liabilities has been presented as all outstanding balances are due within 12 months and consequently their carrying amounts are representative of their contractual cash flows and the impact of discounting is not significant.

Fair value estimation

The fair values of the Company's financial assets and liabilities approximate their carrying amounts at the reporting date.

7. Critical accounting estimates, judgments and assumptions

Estimates and judgments are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Critical accounting estimates and assumptions

The Company makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below.

• Going concern basis

Management has made an assessment of the Company's ability to continue as a going concern.

Critical judgements in applying the Company's accounting policies

• Useful live of depreciable assets

The Board of Directors assesses the useful lives of depreciable assets at each reporting date, and revises them if necessary so that the useful lives represent the expected utility of the assets to the Company. Actual results, however, may vary due to technological obsolescence, mis-usage and other factors that are not easily predictable.

8. Expenses by nature

	2024	2023
	€	€
Staff costs (Note 9)	10.801	-
Depreciation and amortisation expense	342	-
Auditors' remuneration	800	500
Accounting fees	800	-
Computer software expenses	600	-
Professional fees	12.900	-
Annual Levy	-	350
Other expenses	1.376	-
Total expenses	27.619	850

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

9. Staff costs

	2024	2023
	€	€
Salaries	9.360	-
Social security costs	1.441	-
	<u>10.801</u>	<u>-</u>
Average number of employees	<u>6</u>	<u>-</u>

10. Finance costs

	2024	2023
	€	€
Sundry finance expenses	1.541	-
Finance costs	<u>1.541</u>	<u>-</u>

11. Tax

The tax on the Company's results before tax differs from theoretical amount that would arise using the applicable tax rates as follows:

	2024	2023
	€	€
Loss before tax	<u>(29.160)</u>	<u>(850)</u>
Tax calculated at the applicable tax rates	(3.645)	(106)
Tax effect of expenses not deductible for tax purposes	60	-
Tax effect of allowances and income not subject to tax	(44)	-
Tax effect of tax loss for the year	<u>3.629</u>	<u>106</u>
Tax charge	<u>-</u>	<u>-</u>

The corporation tax rate is 12,5%.

Under certain conditions interest income may be subject to defence contribution at the rate of 17%. In such cases this interest will be exempt from corporation tax. In certain cases, dividends received from abroad may be subject to defence contribution at the rate of 17%.

Due to tax losses sustained in the year, no tax liability arises on the Company. Under current legislation, tax losses may be carried forward and be set off against taxable income of the five succeeding years. As at 31 December 2024, the balance of tax losses which is available for offset against future taxable profits amounts to €29.882 for which no deferred tax asset is recognised in the balance sheet.

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

12. Property, plant and equipment

	Computer hardware €
Cost	
Additions	<u>1.710</u>
Balance at 31 December 2024	<u>1.710</u>
Depreciation	
Charge for the year	<u>342</u>
Balance at 31 December 2024	<u>342</u>
Net book amount	
Balance at 31 December 2024	<u>1.368</u>

13. Receivables

	2024	2023
	€	€
Deposits and prepayments	<u>2.000</u>	-
	<u>2.000</u>	-

14. Cash at bank

	2024	2023
	€	€
Cash at bank	<u>151.459</u>	-
	<u>151.459</u>	-

For the purposes of the statement of cash flows, the cash and cash equivalents include the following:

	2024	2023
	€	€
Cash at bank	<u>151.459</u>	-
	<u>151.459</u>	-

Cash and cash equivalents by currency:

	2024	2023
	€	€
Euro	<u>151.459</u>	-
	<u>151.459</u>	-

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

15. Share capital

	2024 Number of shares	2024 €	2023 Number of shares	2023 €
Authorised				
Ordinary shares of €1 each	1.000	1.000	1.000	1.000
Issued and fully paid				
Balance at 1 January	1.000	1.000	1.000	1.000
Balance at 31 December	1.000	1.000	1.000	1.000

16. Trade and other payables

	2024 €	2023 €
Shareholders' current accounts - credit balances (Note 17.2)	181.873	407
Accruals	1.600	850
Payables to other related parties (Note 17.1)	1.771	-
	185.244	1.257

17. Related party transactions

The Company is controlled by Mr. Dimitrios Kavvathas who owns 100% of the Company's shares.

The following transactions were carried out with related parties:

17.1 Payables to related parties (Note 16)

Name	Nature of transactions	2024 €	2023 €
Noemon Finance Ltd	Finance	1.771	-
		1.771	-

The payables to related parties were provided interest free and there was no specified repayment date.

17.2 Shareholders' current accounts - credit balances (Note 16)

	2024 €	2023 €
Shareholder	181.873	407
	181.873	407

The shareholders' current accounts are interest free and have no specified repayment date.

NOEMON TECH LIMITED

NOTES TO THE FINANCIAL STATEMENTS
31 December 2024

18. Contingencies and operating risks

The Company had no contingent liabilities as at 31 December 2024.

19. Events after the reporting period

There were no material events after the reporting period, which have a bearing on the understanding of the financial statements.

Independent auditor's report on pages 3 to 6

NOEMON TECH LIMITED

OTHER OPERATING EXPENSES
31 December 2024

	2024 €	2023 €
Administration expenses		
Staff salaries	9.360	-
Social insurance	1.441	-
Annual levy	210	350
Computer software	600	-
Auditors' remuneration	800	500
Accounting fees	800	-
Other professional fees	12.900	-
Fines	140	-
Irrecoverable VAT	1.026	-
Depreciation	342	-
	<u>27.619</u>	<u>850</u>

NOEMON TECH LIMITED

COMPUTATION OF WEAR AND TEAR ALLOWANCES
31 December 2024

	Year	COST				ANNUAL ALLOWANCES					
		Balance 1/1/2024 €	Additions for the year €	Disposals for the year €	Balance 31/12/2024 €	Balance 1/1/2024 €	Charge for the year €	On disposals €	Balance 31/12/2024 €	Net value 31/12/2024 €	
Computer hardware											
	2024	20	-	1.710	-	1.710	-	342	-	342	1.368
			-	1.710	-	1.710	-	342	-	342	1.368

NOEMON TECH LIMITED

COMPUTATION OF CORPORATION TAX
31 December 2024

	Page	€	€
Net loss per income statement	7		(29.160)
<u>Add:</u>			
Depreciation		342	
Fines		<u>140</u>	
			<u>482</u>
			(28.678)
<u>Less:</u>			
Annual wear and tear allowances	24	342	
Deemed expense		<u>12</u>	
			<u>(354)</u>
Net loss for the year			(29.032)
Loss brought forward			<u>(850)</u>
Loss carried forward			<u>(29.882)</u>

Registrar of Companies copy

NOEMON TECH LIMITED

**Report and Financial Statements
Year ended 31 December 2023**

The report of the Board of Directors, the Auditors' report and the Financial Statements of the company for the Year ended 31 December 2023 are true copies of those presented at the Annual General Meeting that took place on 27 September 2024.

Director: 

Secretary: 

**NOEMON TECH LIMITED (EX AECL
AMBER CRYPTO (CYPRUS) LTD)**

REPORT AND FINANCIAL STATEMENTS
31 December 2023

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

REPORT AND FINANCIAL STATEMENTS
31 December 2023

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NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

BOARD OF DIRECTORS AND OTHER OFFICERS

Board of Directors:	Marios Athanasiou
Company Secretary:	Marios Athanasiou Thivon, 3 Anna Court 8-9 flat/office 202 1056, Nicosia, Cyprus
Registered office:	Photi Pitta 9 Nicosia 1065 Cyprus

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

MANAGEMENT REPORT

The Director presents this report together with the audited financial statements of the Company for the year ended 31 December 2023.

Principal activities and nature of operations of the Company

The Company remained dormant during the year.

Change of Company name

On 8 March 2023, the Company changed its name from AECL Amber Crypto (Cyprus) Ltd to Noemon Tech Limited.

Review of current position, future developments and performance of the Company's business

The Company's development to date, financial results and position as presented in the financial statements are considered satisfactory.

Principal risks and uncertainties

The principal risks and uncertainties faced by the Company are disclosed in note 6 of the financial statements.

Existence of branches

The Company does not maintain any branches.

Results

The Company's results for the year are set out on page 8. The net loss for the year is carried forward.

Share capital

There were no changes in the share capital of the Company during the year.

Board of Directors

The sole member of the Company's Board of Directors as at 31 December 2023 and at the date of this report is presented on page 1. The Sole Director was a member of the Board of Directors throughout the year ended 31 December 2023.

In accordance with the Company's Articles of Association the Sole Director presently member of the Board continues in office.

There were no significant changes in the remuneration of the Board of Directors.

Events after the reporting period

There were no material events after the reporting period, which have a bearing on the understanding of the financial statements.

Independent Auditors

During the year the Independent Auditors of the Company, Platinumserve Limited, resigned and K.M.Evangelou & Partners Audit & Consulting Ltd was appointed in their place.

The Independent Auditors, K.M.Evangelou & Partners Audit & Consulting Ltd, have expressed their willingness to continue in office and a resolution giving authority to the Board of Directors to fix their remuneration will be proposed at the Annual General Meeting.

By order of the Board of Directors,


Marios Athanasiou
Director

Nicosia, 27 September 2024

Independent Auditor's Report

To the Members of Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd)

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd) (the "Company"), which are presented in pages 8 to 16 and comprise the balance sheet as at 31 December 2023, and the statements of comprehensive income, changes in equity and cash flows for the year then ended, and notes of the financial statements, including material accounting policy information.

In our opinion, the accompanying financial statements give a true and fair view of the financial position of the Company as at 31 December 2023, and of its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union and the requirements of the Cyprus Companies Law, Cap. 113.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are independent of the Company in accordance with the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards) (IESBA Code) together with the ethical requirements that are relevant to our audit of the financial statements in Cyprus, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to note 4 of the financial statements which indicates that the Company incurred a loss of €850 during the year ended 31 December 2023, and, as of that date the Company's liabilities exceeded its assets by €1.257. As stated in note 4, these events or conditions, along with other matters as set forth in note 4, indicate that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.



Independent Auditor's Report (continued)

To the Members of Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd)

Other information

The Board of Directors is responsible for the other information. The other information comprises the information included in the management report and the additional information to the statement of comprehensive income in pages 17 to 18, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the Board of Directors for the Financial Statements

The Board of Directors is responsible for the preparation of financial statements that give a true and fair view in accordance with IFRSs as adopted by the European Union and the requirements of the Cyprus Companies Law, Cap. 113, and for such internal control as the Board of Directors determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

The Board of Directors is responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Independent Auditor's Report (continued)

To the Members of Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd)

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Board of Directors.
- Conclude on the appropriateness of the Board of Directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves a true and fair view.

We communicate with the Board of Directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Report on Other Legal Requirements

Pursuant to the additional requirements of the Auditors Law of 2017, we report the following:

- In our opinion, based on the work undertaken in the course of our audit, the Management Report has been prepared in accordance with the requirements of the Cyprus Companies Law, Cap 113, and the information given is consistent with the financial statements.

Independent Auditor's Report (continued)

To the Members of Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd)

Report on Other Legal Requirements (continued)

- In light of the knowledge and understanding of the Company and its environment obtained in the course of the audit, we are required to report if we have identified material misstatements in the Management Report. We have nothing to report in this respect.

Independent Auditor's Report (continued)

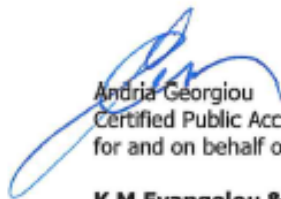
To the Members of Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd)

Other Matters

This report, including the opinion, has been prepared for and only for the Company's members as a body in accordance with Section 69 of the Auditors Law of 2017 and for no other purpose. We do not, in giving this opinion, accept or assume responsibility for any other purpose or to any other person to whose knowledge this report may come to.

Comparative figures

The financial statements of the Company for the year ended 31 December 2022 were audited by another auditor who expressed an unmodified opinion on those financial statements on 29 May 2023.



Andria Georgiou
Certified Public Accountant and Registered Auditor
for and on behalf of

K.M.Evangelou & Partners Audit & Consulting Ltd
Certified Public Accountants and Registered Auditors

Limassol, 27 September 2024

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

STATEMENT OF COMPREHENSIVE INCOME
31 December 2023

		2023	Period from 28 October 2021 to 31 December 2022
	Note	€	€
Administration expenses		<u>(850)</u>	<u>(1,407)</u>
Loss before tax		(850)	(1,407)
Tax	8	<u>-</u>	<u>-</u>
Net loss for the year/period		(850)	(1,407)
Other comprehensive income		<u>-</u>	<u>-</u>
Total comprehensive loss for the year/period		<u>(850)</u>	<u>(1,407)</u>

The notes on pages 12 to 16 form an integral part of these financial statements.

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

BALANCE SHEET
31 December 2023

	Note	2023 €	2022 €
ASSETS			
Current assets			
Receivables	9	-	1,000
Total assets		<u>-</u>	<u>1,000</u>
EQUITY AND LIABILITIES			
Equity			
Share capital	10	1,000	1,000
Accumulated losses		<u>(2,257)</u>	<u>(1,407)</u>
Total equity		<u>(1,257)</u>	<u>(407)</u>
Current liabilities			
Trade and other payables	11	<u>1,257</u>	<u>1,407</u>
Total liabilities		<u>1,257</u>	<u>1,407</u>
Total equity and liabilities		<u>-</u>	<u>1,000</u>

On 27 September 2024 the Board of Directors of Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd) authorised these financial statements for issue.



 Marios Athanasiou
 Director

The notes on pages 12 to 16 form an integral part of these financial statements.

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

STATEMENT OF CHANGES IN EQUITY 31 December 2023

	Note	Share capital €	Accumulated losses €	Total €
Comprehensive income				
Net loss for the period		-	(1.407)	(1.407)
Total comprehensive loss for the period		-	(1.407)	(1.407)
Transactions with owners				
Issue of share capital	10	1.000	-	1.000
Total transactions with owners		1.000	-	1.000
Balance at 31 December 2022/ 1 January 2023		1.000	(1.407)	(407)
Comprehensive income				
Net loss for the year		-	(850)	(850)
Total comprehensive loss for the year		-	(850)	(850)
Balance at 31 December 2023		1.000	(2.257)	(1.257)

Companies, which do not distribute 70% of their profits after tax, as defined by the Special Contribution for the Defence of the Republic Law, within two years after the end of the relevant tax year, will be deemed to have distributed this amount as dividend on the 31 of December of the second year. The amount of the deemed dividend distribution is reduced by any actual dividend already distributed by 31 December of the second year for the year the profits relate. The Company pays special defence contribution on behalf of the shareholders over the amount of the deemed dividend distribution at a rate of 17% (applicable since 2014) when the entitled shareholders are natural persons tax residents of Cyprus and have their domicile in Cyprus. In addition, the Company pays on behalf of the shareholders General Healthcare System (GHS) contribution at a rate of 2,65%, when the entitled shareholders are natural persons tax residents of Cyprus, regardless of their domicile.

The notes on pages 12 to 16 form an integral part of these financial statements.

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

STATEMENT OF CASH FLOWS
31 December 2023

	2023 Period from 28 October 2021 to 31 December 2022	
	€	€
CASH FLOWS FROM OPERATING ACTIVITIES		
Loss before tax	<u>(850)</u>	<u>(1,407)</u>
	(850)	(1,407)
Changes in working capital:		
Decrease/(increase) in receivables	1,000	(1,000)
(Decrease)/increase in trade and other payables	<u>(150)</u>	<u>1,407</u>
Cash used in operations	<u>-</u>	<u>(1,000)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	<u>-</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issue of share capital	<u>-</u>	<u>1,000</u>
Net cash generated from financing activities	<u>-</u>	<u>1,000</u>
Net increase in cash and cash equivalents	-	-
Cash and cash equivalents at beginning of the year/period	<u>-</u>	<u>-</u>
Cash and cash equivalents at end of the year/period	<u>-</u>	<u>-</u>

The notes on pages 12 to 16 form an integral part of these financial statements.

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

NOTES TO THE FINANCIAL STATEMENTS

31 December 2023

1. Incorporation and principal activities

Country of incorporation

The Company Noemon Tech Limited (ex AECL Amber Crypto (Cyprus) Ltd) (the "Company") was incorporated in Cyprus as a private limited liability company under the provisions of the Cyprus Companies Law, Cap. 113. Its registered office is at Photi Pitta 9, Nicosia, 1065, Cyprus.

Change of Company name

On 8 March 2023, the Company changed its name from AECL Amber Crypto (Cyprus) Ltd to Noemon Tech Limited.

Principal activities

The Company remained dormant during the year.

2. Basis of preparation

The financial statements have been prepared in accordance with International Financial Reporting Standards (IFRSs) as adopted by the European Union (EU) and the requirements of the Cyprus Companies Law, Cap. 113. The financial statements have been prepared under the historical cost convention.

The preparation of financial statements in conformity with IFRSs requires the use of certain critical accounting estimates and requires Management to exercise its judgment in the process of applying the Company's accounting policies. It also requires the use of assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Although these estimates are based on Management's best knowledge of current events and actions, actual results may ultimately differ from those estimates.

3. Adoption of new or revised standards and interpretations

During the current year the Company adopted all the new and revised International Financial Reporting Standards (IFRSs) that are relevant to its operations and are effective for accounting periods beginning on 1 January 2023. This adoption did not have a material effect on the accounting policies of the Company.

4. Material accounting policy information

The material accounting policies adopted in the preparation of these financial statements are set out below. These policies have been consistently applied to all years presented in these financial statements unless otherwise stated.

Management seeks not to reduce the understandability of these financial statements by obscuring material information with immaterial information. Hence, only material accounting policy information is disclosed, where relevant, in the related disclosure notes.

Going concern basis

The Company incurred a loss of €850 for the year ended 31 December 2023, and, as of that date the Company's liabilities exceeded its assets by €1.257. The Company is dependent upon the continuing financial support of its parent company without which there would be significant doubt about its ability to continue as a going concern as well as its ability to realise its assets and discharge its liabilities in the ordinary course of business. The parent company has indicated its intention to continue providing such financial assistance to the Company to enable it to continue as a going concern and to meet its obligations as they fall due.

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

NOTES TO THE FINANCIAL STATEMENTS

31 December 2023

4. Material accounting policy information (continued)

Share capital

Ordinary shares are classified as equity.

Provisions

Provisions are recognised when the Company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources will be required to settle the obligation, and a reliable estimate of the amount can be made. Where the Company expects a provision to be reimbursed, for example under an insurance contract, the reimbursement is recognised as a separate asset but only when the reimbursement is virtually certain.

Comparatives

Where necessary, comparative figures have been adjusted to conform to changes in presentation in the current year.

5. New accounting pronouncements

At the date of approval of these financial statements, standards and interpretations were issued by the International Accounting Standards Board which were not yet effective. Some of them were adopted by the European Union and others not yet. The Board of Directors expects that the adoption of these accounting standards in future periods will not have a material effect on the financial statements of the Company.

6. Financial risk management

Financial risk factors

The Company is exposed to liquidity risk and capital risk management arising from the financial instruments it holds. The risk management policies employed by the Company to manage these risks are discussed below:

6.1 Liquidity risk

Liquidity risk is the risk that arises when the maturity of assets and liabilities does not match. An unmatched position potentially enhances profitability, but can also increase the risk of losses. The Company has procedures with the object of minimising such losses such as maintaining sufficient cash and other highly liquid current assets and by having available an adequate amount of committed credit facilities.

The following tables detail the Company's remaining contractual maturity for its financial liabilities. The tables have been drawn up based on the undiscounted cash flows of financial liabilities based on the earliest date on which the Company can be required to pay. The table includes both interest and principal cash flows.

31 December 2023	3-12 months
	€
Trade and other payables	1.257
	1.257
31 December 2022	3-12 months
	€
Trade and other payables	1.407
	1.407

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

NOTES TO THE FINANCIAL STATEMENTS

31 December 2023

6. Financial risk management (continued)

6.2 Capital risk management

The Company manages its capital to ensure that it will be able to continue as a going concern while maximising the return to shareholders through the optimisation of the debt and equity balance. The Company's overall strategy remains unchanged from last year.

Fair value estimation

The fair values of the Company's financial assets and liabilities approximate their carrying amounts at the reporting date.

7. Expenses by nature

	2023	Period from 28 October 2021 to 31 December 2022
	€	€
Auditors' remuneration	500	700
Annual Levy	350	350
Other expenses	-	357
Total expenses	850	1,407

8. Tax

The tax on the Company's results before tax differs from theoretical amount that would arise using the applicable tax rates as follows:

	2023	Period from 28 October 2021 to 31 December 2022
	€	€
Loss before tax	(850)	(1,407)
Tax calculated at the applicable tax rates	(106)	(176)
Tax effect of expenses not deductible for tax purposes	-	176
Tax effect of tax loss for the year/period	106	-
Tax charge	-	-

The corporation tax rate is 12,5%.

Under certain conditions interest income may be subject to defence contribution at the rate of 30% (reduced to 17% as of 1 January 2024). In such cases this interest will be exempt from corporation tax. In certain cases, dividends received from abroad may be subject to defence contribution at the rate of 17%.

Due to tax losses sustained in the year, no tax liability arises on the Company. Under current legislation, tax losses may be carried forward and be set off against taxable income of the five succeeding years. As at 31 December 2023, the balance of tax losses which is available for offset against future taxable profits amounts to €850 for which no deferred tax asset is recognised in the balance sheet.

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

NOTES TO THE FINANCIAL STATEMENTS

31 December 2023

9. Receivables

	2023 €	2022 €
Shareholders' current accounts - debit balances (Note 12.2)	-	1,000
	<u>-</u>	<u>1,000</u>

10. Share capital

	2023 Number of shares	2023 €	2022 Number of shares	2022 €
Authorised				
Ordinary shares of €1 each	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
Issued and fully paid				
Balance at 1 January/28 October	1,000	1,000	-	-
Issue of shares	<u>-</u>	<u>-</u>	<u>1,000</u>	<u>1,000</u>
Balance at 31 December	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>

11. Trade and other payables

	2023 €	2022 €
Shareholders' current accounts - credit balances (Note 12.3)	407	-
Accruals	850	700
Payables to other related parties (Note 12.1)	<u>-</u>	<u>707</u>
	<u>1,257</u>	<u>1,407</u>

12. Related party transactions

The Company is controlled by Mr. Dimitrios Kavvathas who owns 100% of the Company's shares.

The following transactions were carried out with related parties:

12.1 Payables to related parties (Note 11)

Name	2023 €	2022 €
AECL Amber Europe (Cyprus) Ltd	-	357
Amber AI Ltd	<u>-</u>	<u>350</u>
	<u>-</u>	<u>707</u>

12.2 Shareholders' current accounts - debit balances (Note 9)

	2023 €	2022 €
Shareholder	<u>-</u>	<u>1,000</u>
	<u>-</u>	<u>1,000</u>

The shareholders' current accounts are interest free and have no specified repayment date.

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

NOTES TO THE FINANCIAL STATEMENTS
31 December 2023

12. Related party transactions (continued)

12.3 Shareholders' current accounts - credit balances (Note 11)

	2023	2022
	€	€
Shareholder	<u>407</u>	<u>-</u>
	<u>407</u>	<u>-</u>

The shareholders' current accounts are interest free and have no specified repayment date.

13. Contingencies and operating risks

The Company had no contingent liabilities as at 31 December 2023.

14. Events after the reporting period

There were no material events after the reporting period, which have a bearing on the understanding of the financial statements.

Independent auditor's report on pages 3 to 7

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

OTHER OPERATING EXPENSES
31 December 2023

	2023	Period from 28 October 2021 to 31 December 2022
	€	€
Administration expenses		
Annual levy	350	350
Auditors' remuneration	500	700
Legal fees	-	357
	850	1,407

NOEMON TECH LIMITED (EX AECL AMBER CRYPTO (CYPRUS) LTD)

COMPUTATION OF CORPORATION TAX
31 December 2023

Net loss per income statement	Page 8	€ (850)
Net loss for the year		(850)