Bettr

MiCAR Electronic Money Token White Paper

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Schedule

No	Field	Content to be reported
I.00	Table of contents	Table of contents
I.01	Date of notification	2025-08-12
I.02	Statement in accordance with Article 51(3) of Regulation (EU) 2023/1114	This White Paper has not been approved by any competent authority in any Member State of the European Union. The Issuer of the e-money token is solely responsible for the content of this White Paper.
I.03	Compliance statement in accordance with Article 51(5) of Regulation (EU) 2023/1114	This White Paper complies with Title IV of Regulation (EU) 2023/1114 of the European Parliament and of the Council and to the best of the knowledge of the management body, the information presented in this White Paper is fair, clear and not misleading and the White Paper makes no omission likely to affect its import.
I.04	Warning in accordance with Article 51(4), points (a) and (b), of Regulation (EU) 2023/1114	This e-money token, EUR Bettr Settlement Token ("**BREUR**") issued by Alipay (Europe) Limited S.A. ("**AELSA**") is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council or the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.

1. Summary

No	Field	Content to be reported
I.05	Warning in accordance with Article 51(6), second subparagraph of Regulation (EU) 2023/1114	**Warning** This summary should be read as an introduction to the White Paper. The prospective holder should base any decision to purchase BREUR on the content of this White Paper as a whole and not on this summary alone. The offering of this e-money token does not constitute an offer or solicitation to purchase financial instruments and that any such offer or solicitation can be made only by means of a prospectus or other offer documents pursuant to the applicable national law. The e-money token is solely issued to the affiliates of AELSA for the wholesale settlement within its ecosystem. Other than the permissioned affiliates and partner banks, neither merchants, retail customer nor any third party is permitted to purchase, hold or transfer any e-money token issued by the Issuer.

		This White Paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council or any other offer document pursuant to Union or national law.
I.06	Characteristics of the crypto-asset	BREUR is a single-currency e-money token pegged to EUR and issued by AELSA under the supervision of the Luxembourg Commission de Surveillance du Secteur Financier ("**CSSF**"). BREUR is in essence the tokenized electronic money to be used in designated wholesale payment scenarios. It is not intended to be issued for investment or any speculative purpose. BREUR is issued as an ERC-20 token on either public blockchains or on EUBettrChain, a permissioned blockchain built on Ethereum Virtual Machine (EVM)-compatible infrastructure ("**EUBettrChain**").
I.07	Right of redemption	The holders of BREUR have a right of redemption at any time and at par value. BREUR holders can initiate redemption through the Customer Web Portal and/or application programming interface(s) ("**APIs**"). Upon completion of the applicable verification process and compliance checks, the redeemed BREUR will be burned and the transaction status will be reflected on the Customer Web Portal and/or APIs within the same day. Funds (fiat currency) equivalent to the amount of BREUR redeemed will be transferred from AELSA's settlement account to the BREUR holder's designated bank account within 5 business days upon completion of all applicable verification process and compliance checks. The conditions and processes for redemption of BREUR are further detailed in the terms and conditions.
I.08	Key information about the offer and/ or admission to trading	BREUR is offered to permissioned and verified affiliates of AELSA, and partnered financial institutions globally for wholesale payment scenarios. BREUR will not be marketed and offered to private individuals, merchants or retail customers, and BREUR is not issued for investment or speculative purpose. BREUR will not be listed or made available for trading on any public or private trading platforms. There is no limit on the number of BREUR units that may be offered. There is also no minimum subscription amount. Each unit of BREUR is backed on a 1:1 basis, with reserves consistently maintained at least 100% of the total BREUR in circulation. BREUR is issued as an ERC-20 token on either public blockchains or on EUBettrChain, a permissioned blockchain built on Ethereum Virtual Machine (EVM)-compatible infrastructure.

2. PART A: Information about the issuer of the e-money token

No	Field	Content to be reported

A.1	Statutory name	Alipay (Europe) Limited S.A.
A.2	Trading name	Alipay (Europe) Limited S.A.
A.3	Legal form	Public limited company or *Société Anonyme* (S.A.)
A.4	Registered address	9, rue du Laboratoire, L-1911 Luxembourg, Grand Duchy of Luxembourg
A.5	Head office	Not Applicable
A.6	Registration date	2014-06-30
A.7	Legal entity identifier	254900VUR90QF0G3T387
A.8	Another identifier required pursuant to applicable law	B188095
A.9	Contact telephone number	+352 691215020
A.10	E-mail address	alipayeuregulatory@ant-intl.com
A.11	Response time (days)	7
A.12	Parent company	Advanced New Technologies (Singapore) Holding Pte. Ltd.
A.13	Members of the management body	**BOARD OF DIRECTORS** **Mr. YANG Peng** 128 Beach Road #20-01 Guoco Midtown Singapore 189773 **Mr. CHEN Leiming** Level 27, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong Island **Mr. ZHOU Yi** 128 Beach Road #20-01 Guoco Midtown Singapore 189773
A.14	Business activity	E-money institution authorised to carry out the following payment services and e-money activities: 1. Acquiring of payment transactions 2. Money remittance 3. Issuing, distribution and redemption of electronic money Principal markets: European Economic Area

A.15	Parent company business activity	*The parent is a holding company and it does not conduct any business.*
A.16	Conflicts of interest disclosure	Should any conflict of interest arise, the impact would be identified, disclosed and managed transparently in accordance with conflicts of interest policies to avoid any undue influence on operations.
A.17	Issuance of other crypto-assets	NO
A.18	Activities related to other crypto-assets	NO
A.19	Connection between the issuer and the entity running the DLT	YES
A.20	Description of the connection between the issuer and the entity running the DLT	AELSA runs EUBettrChain and owns key nodes on EUBettrChain.
A.21	Newly established	NO
A.22	Financial condition for the past three years	In 2022, AELSA reported total assets amounting to 177 million euros, with equity standing at 24 million euros, and a total revenue of 184 million euros. By 2023, AELSA had significantly amplified its asset base to 267 million euros, enhanced its equity to 32 million euros, and achieved a robust total revenue of 227 million euros. In 2024, despite a slight reduction in total assets to 232 million euros and equity to 18 million euros due to dividend payout of 23 million euros, AELSA witnessed a remarkable surge in revenue, reaching 267 million euros. Demonstrating formidable business momentum, AELSA has recorded a revenue growth rate of 45% over the past three years, with a pre-tax profit margin consistently at 5%. This growth trajectory has facilitated an annual increase of 8 million euros in retained earnings over the same period. From a cash flow perspective, excluding the exceptional case of 2023 due to changes in the accounting treatment of customer funds, AELSA has consistently generated a positive operational cash flow of 18 million euros annually over the past three years. AELSA has perpetually remained in a positive net asset position, with a current ratio of 1.1 and no long-term liabilities. All financial resources have been self-generated through AELSA's operational activities.

A.23	Financial condition since registration	Not applicable. AELSA is registered with the Luxembourg companies register since June 30, 2014.
A.24	Exemption from authorisation	NO
A.25	E-money token authorisation	AELSA is an Electronic Money Institution authorised and supervised by CSSF. AELSA is also authorised to provide custody and administration services as well as transfer services in relation to BREUR.
A.26	Authorisation authority	Commission de Surveillance du Secteur Financier ("**CSSF**")
A.27	Persons other than the issuer offering to the public or seeking admission to trading of the e-money token in accordance with Article 51(1), second subparagraph, of Regulation (EU) 2023/1114	Not applicable.
A.28	Persons other than the issuer offering to the public or seeking admission to trading of the e-money token in accordance with Article 51(1), second subparagraph, of Regulation (EU) 2023/1114	Not applicable.
A.29	Reason for offering to the public or seeking admission to trading of the e-money token by persons referred to in Article 51(1), second subparagraph, of Regulation (EU) 2023/1114	Not applicable.

3. PART B: Information about the e-money token

No	Field	Content to be reported
B.1	Name	EUR Bettr Settlement Token
B.2	Abbreviation	BREUR
B.3	Details of all natural or legal persons involved in design and development	<table><tr><td>Compliance</td><td>Konstantinos Apostolidis (at 9, rue du Laboratoire, L-1911 Luxembourg)</td></tr><tr><td>Tech</td><td>Mingyuan Zhu(Christina) (at 9, rue du Laboratoire, L-1911 Luxembourg) Shanghai Ant Chuangjiang Information Technology Co., Ltd. (at Room 1408, 447 Nanquan North Road, China (Shanghai) Pilot Free Trade Zone)</td></tr><tr><td>Legal Advisor</td><td>Allen Overy Shearman Sterling SCS (at 5 Avenue John F. Kennedy L-1855 Luxembourg)</td></tr><tr><td>Crypto-Asset Service Provider</td><td>Not applicable</td></tr></table>

Description of the characteristics of the e-money token, including the data necessary for classification of the crypto-asset white paper in the register referred to in Article 109, as specified in accordance with paragraph 8 of that Article

No	Field	Content to be reported
B.4	Type of white paper	Electronic-Money Token White Paper (EMTW)
B.5	The type of submission	MODI
B.6	Crypto-asset characteristics	BREUR is defined as an e-money token pursuant to MiCAR. As of the date of this White Paper, BREUR does not constitute a “significant e-money token” within the meaning of MiCAR. BREUR is a single-currency e-money token pegged to EUR and issued by AELSA under the supervision of the Luxembourg CSSF. IT’S IN ESSENCE TOKENIZED ELECTRONIC MONEY AND IS SOLELY CREATED TO FACILITATE THE WHOLESALE PAYMENT AND

		SETTLEMTN TRANSACTIONS IN THE ECOSYSTEM OF ANT INTERNATIONAL. BREUR IS ONLY MARKETED AND OFFERED TO PERMISSIONED AND VERIFIED ELIGIBLE HOLDERS WHO ARE EITHER AFFILIATES OF AELSA OR THE FINANCIAL INSTITUTIONS PARTNERED WITH ANT INTERNATIONAL IN ITS PAYMENT BUSINESS. OTHER THAN ELIGIBLE HOLDERS, NO INDIVIDUALS AND INSTITUTIONS SHALL PURCHASE, HOLD, TRADE OR TRANSFER BREUR, OTHER THAN THE WHOLESALE PAYMENT SCENARIOS DESIGNATED BY THE ISSUER, BREUR IS NOT INTENDED TO BE USED FOR INVESTMENT OR ANY SPECULATIVE PURPOSE. BESIDES, BREUR WILL NOT BE LISTED OR MADE AVAILABLE FOR TRADING ON ANY PUBLIC OR PRIVATE TRADING PLATFORM. BREUR is fully redeemable at any time, at par value, i.e. 1 BREUR = 1 EUR. Upon redemption, BREUR holders will be paid 1 EUR for every BREUR. All BREUR will always be fully backed by at least an equivalent amount of EUR-denominated assets held with regulated financial institutions in segregated accounts. A dual method of safeguarding will be used: (i) part of the safeguarded funds will be in the form of deposits with credit institutions for one part (always complying with the minimum thresholds applicable under MiCAR), and (ii) the rest of the safeguarded funds will be in the invested in highly liquid financial instruments. BREUR is issued as an ERC-20 token on either public blockchains or on EUBettrChain, a permissioned blockchain built on Ethereum Virtual Machine (EVM)-compatible infrastructure. The issuance is carried out via smart contracts operating on these blockchains, ensuring the immutability of recorded data while automating predefined transactions and business logic through code. This reduces reliance on intermediaries and enhances operational efficiency. BREUR will not be listed or made available for trading on any public or private trading platforms.
B.7	Website of the issuer	https://www.bettrsettlementtoken.com (“Website”)
B.8	Starting date of offer to the public or admission to trading	2025-10-22
B.9	Publication date	2025-10-20
B.10	Any other services provided by the issuer	Yes. AELSA provides the payment services of acquiring of payment transactions and money remittance and issues, distributes and redeems e-money.
B.11	Language or languages of the white paper	English

B.12	Digital token identifier code used to uniquely identify the crypto-asset or each of the several crypto assets to which the white paper relates, where available	Not available
B.13	Functionally fungible group digital token identifier, where available	Not Available
B.14	Personal data flag	True
B.15	LEI eligibility	True
B.16	Home Member State	Luxembourg
B.17	Host Member States	Belgium, Bulgaria, Czechia, Denmark, Cyprus, Latvia, Lithuania, Spain, France, Croatia, Italy, Poland, Portugal, Romania, Slovenia, Hungary, Malta, Netherlands, Austria, Iceland, Liechtenstein, Norway, Slovakia, Finland, Sweden, Germany, Estonia, Ireland, Greece.

4. PART C: Information about the offer to the public of the e-money token or its admission to trading

No	Field	Content to be reported
C.1	Public offering or trading	OTPC
C.2	Number of units	Not applicable. There is no limitation in terms of the number of units of BREUR to be offered. The number of BREUR issued will reflect the demand.
C.3	Trading platforms name	Not applicable, BREUR is not and will not be admitted to trading.
C.4	Trading platforms market identifier code (MIC)	Not applicable.
C.5	Applicable law	Luxembourg law
C.6	Competent court	The courts of Luxembourg shall have exclusive jurisdiction over any dispute relating to EEA residents' use or ownership of BREUR.

5. PART D: Information on the rights and obligations attached to e-money tokens

No	Field	Content to be reported
D.1	Holder's rights and obligations	BREUR issued by AELSA is an EMT subject to MiCAR and other relevant regulations, where they are applicable to the issuance, administration and redemption of BREUR. Holding BREUR does not provide right to BREUR holders other than those rights provided within the terms and conditions applicable to it, as described in this White Paper and any agreement signed between the holder and AELSA, as well as under MiCAR regulations and the applicable laws. **Issuance of BREUR:** BREUR will be issued at par value, where 1 BREUR = 1 EUR. The issuance is conditional on the receipt of funds from the holder, in accordance with the payment terms set out in the terms and conditions applicable. Interested holders may subscribe to BREUR by submitting a purchase request to AELSA, in accordance to the procedures set out in the terms and conditions applicable. **Redemption of BREUR:** BREUR holders may redeem their tokens at any time at par value. BREUR holders who wish to redeem their tokens can do so by submitting their request to AELSA via the Customer Web Portal and/or APIs, in accordance to the procedures set out in the applicable terms and conditions. Upon satisfaction of the required procedures, 1 EUR per BREUR will be paid out to the BREUR holder's designated bank account. **Transfer of BREUR:** BREUR holders who wish to transfer their tokens should submit their request to AELSA via the Customer Web Portal and/or APIs, in accordance to the procedures set out in the custody and transfer agreement signed between AELSA and each BREUR holder. Upon satisfaction of the required procedures, the desired number of BREUR will be transferred to the designated transferee. A NON-ELIGIBLE HOLDER CANNOT BE THE TRANSFREE. **Responsibilities of BREUR holders:** BREUR holders are to use BREUR according to its intended use-case based on legitimate business requirements, such as treasury management, payments, etc. All BREUR transactions are final and irreversible. BREUR holders acknowledge and accept that, once a transaction is validly executed, they may permanently lose access to the BREUR involved and have no claim thereto whatsoever. BREUR holders shall further recognise that : (a) no interest or equivalent benefit will be granted to BREUR holders in relation to BREUR; and (b) except as expressly required by applicable law, AELSA has no obligation to track, verify, or determine the source, chain of title, or provenance of any BREUR balances, nor to recognise or enforce any security interest or other third-party claim over those balances on behalf of a BREUR holder. BREUR holders shall: (a) complete onboarding and KYB/KYC as required by AELSA's Anti-Money Laundering (AML) procedures (in accordance with applicable law; (b) comply with all terms and conditions applicable to them, as published on the Website.

		Substitution of Issuer: AELSA may, without any further consent from the BREUR holders, decide to transfer its rights and obligations related to BREUR to a new issuer in the future, subject to compliance with MiCAR or other regulations, where relevant. The transfer will only be effected after the necessary approvals are obtained. BREUR holders will be duly informed in such cases where a substitution of issuer has completed. Please refer to the BREUR's terms and conditions which may be provided to you separately upon request for additional details on the rights and obligations of BREUR holders.
D.2	Conditions of modifications of rights and obligations	AELSA may unilaterally update the applicable terms and conditions when a change is purely technical, clarificatory or administrative and does not materially affect BREUR holders; such updates take effect on the date of publication or notification. Any amendment that materially alters core economic or legal rights will be published and become effective two (2) months after publication unless BREUR holders representing more than 50 percent plus one of the outstanding BREUR (by nominal value) object in writing within that period; any objecting holder may redeem its BREUR at par before the change takes effect. Amendments required by MiCAR or other binding law may be implemented immediately, and if material, the same redemption right applies. Any significant new factor, material mistake or material inaccuracy that is capable of affecting the assessment of BREUR will be described in the modified white paper, notified to the relevant authorities and the modified white paper will be published and made available on the Website in accordance with MiCAR Article 51(12).
D.3	Description of the rights of the holders	BREUR will be fully backed by an equivalent amount of EUR-denominated assets held by AELSA with regulated financial institutions in segregated accounts separate from AELSA's own corporate funds and assets, on behalf of, and for the benefit of, BREUR holders and thus the safeguarded funds are protected from any recourse by other creditors in the event of an insolvency of AELSA, in accordance with applicable laws and regulations. A dual method of safeguarding will be used: (i) part of the safeguarded funds will be in the form of deposits with credit institutions for one part (always complying with the minimum thresholds applicable under MiCAR), and (ii) the rest of the safeguarded funds will be in the invested in highly liquid financial instruments. Section D.10 provides further details on token value protection. In the case of such an event, BREUR holders can redeem their tokens in accordance with dedicated redemption procedures and the reserve assets will be used to fulfil the redemption requested and paid out to the BREUR holders' designated bank accounts.
D.4	Rights in implementation of recovery plan	In accordance with MiCAR Article 55, AELSA's recovery plan will be filed with the relevant authorities within six months from the date BREUR is first

		made available to its customers (that is, the date of publication of this White Paper). The recovery plan sets out the appropriate conditions and procedures to ensure the timely implementation of recovery actions as well as a wide range of recovery options, including: (a) liquidity fees on redemptions; (b) limits on the amount of the BREUR that can be redeemed on any working day; (c) suspension of redemptions. These restrictions will only be implemented during periods of market stress and AELSA will endeavour to revert to standard operating procedures upon necessary approval from the authorities, where relevant.
D.5	Rights in implementation of redemption plan	In accordance with MiCAR Article 55, AELSA's redemption plan will be filed with the relevant authorities within six months from the date BREUR is first made available to its customers (that is, the date of publication of this White Paper). The redemption plan is an operational procedure which will guide the timely and orderly redemption of BREUR in circulation, ensuring equitable treatment of all holders and protection of the right of redemption for BREUR holders in the event the redemption plan is triggered in accordance with MiCAR Article 47(1). This section will be updated following the filing of such Redemption Plan. The Redemption Plan will be triggered upon a decision by CSSF, if AELSA is unable or likely to be unable to fulfil its obligations in relation to BREUR, including in the case of its insolvency, resolution, or the withdrawal of its authorisation as an e-money institution. If CSSF triggers the implementation of the Redemption Plan, any individual claim for redemption will be suspended. Instead, AELSA will proceed with the orderly redemption of all BREUR in an equitable manner, subject to the Redemption Plan and under the supervision and in coordination with CSSF. In this context, a notice will be published to inform all BREUR holders about the process for redemption, their rights and obligations, the relevant timelines applicable to submit their claims, etc. The information notice will describe the main steps of the redemption process, including the exact date and time when the redemption plan has been activated, the minimum information necessary to file a redemption claim, where the claim should be filed, and the time frame within which BREUR holders are required to file their claim. The notice will also contain important information regarding redemption conditions and technical support. Redemption requests submitted via a redemption claim form will be subject to certain eligibility criteria, including the holders' identity, the number of BREUR they hold and evidence thereof, compliance with Anti-money launder and Terrorism financing (AML/CTF) and sanctions requirements,

		their payment account details, and other mandatory information necessary to file their redemption claim.
D.6	Complaint submission contact	If you have a complaint or feedback, you can submit to AELSA by email to gethelp.eu@bettrsettlementtoken.com.
D.7	Complaints handling procedures	AELSA endeavours to treat all complaints seriously and respond to them promptly and adequately. Below is an overview of our complaint handling process: **Step 1: Submitting a Complaint or Feedback** You can submit your complaint or feedback to us by emailing us at gethelp.eu@bettrsettlementtoken.com. Your case will be recorded on the same day. **Step 2: Acknowledgement** We will acknowledge receipt of your complaint and issue a tracking number via an automated email. This email will also include the estimated turnaround time (TAT), typically within 14 to 21 working days. **Step 3: Initial Assessment** Our customer service team will conduct an initial review of your complaint to validate the details. If the case involves suspected fraud, it will be escalated to our Fraud Risk Management team and relevant stakeholders. **Step 4: Investigation** We will investigate your complaint based on the information provided: If sufficient details are available: We will begin investigating and keep you informed via email. If further information is needed: We may contact you to request more details. You will be updated on the outcome or rejection reason, if applicable. **Step 5: BREUR Holder Response** If additional information is requested, please respond at your earliest convenience. If no response is received, our team may follow up with you. **Step 6: Resolution Proposal** Once the investigation is complete, we will send you a proposed resolution by email. **Step 7: Your Feedback** You can let us know if you're satisfied with the proposed resolution: If yes: Your case will be closed and a notification will be sent. If no response within 3 working days: The ticket will be closed automatically. If not satisfied: You may request further investigation or escalation. **Step 8: Escalation (If Needed)** If the issue remains unresolved, it will be escalated to our senior management for review. You will receive updates on the revised resolution timeline.

		Step 9: Continuous Improvement We analyse all complaints to improve our products and processes, ensuring better service for all holders. Should you have any questions about this process, please feel free to reach out to our customer support team.
D.8	Dispute resolution mechanism	BREUR holders can submit their complaints to AELSA according to the contact details available on the Website and as shown in D.7. AELSA endeavours to treat all complaints seriously and respond to them promptly and adequately. In the event where complaint was deemed not to be addressed adequately, BREUR holders can refer their complaints to CSSF via: https://www.cssf.lu/en/customer-complaints/. Where, following CSSF's assessment, no satisfactory solution is found or where the complaint is not deemed receivable by CSSF, BREUR holders have the right to initiate legal proceedings with the competent Luxembourg courts, in accordance with the provisions of the applicable terms and conditions.
D.9	Token value protection schemes	Yes.
D.10	Token value protection schemes description	The token value protection scheme will be administered in accordance with required MiCAR regulations. BREUR will be fully backed by an equivalent amount of EUR-denominated assets held by AELSA with regulated financial institutions in segregated accounts separate from AELSA corporate funds, on behalf of, and for the benefit of, BREUR holders and thus the safeguarded funds are protected from any recourse by other creditors in the event of an insolvency of AELSA in accordance with applicable laws and regulations. A dual method of safeguarding will be used: (i) part of the safeguarded funds will be in the form of deposits with credit institutions for one part (always complying with the minimum thresholds applicable under MiCAR), and (ii) the rest of the safeguarded funds will be in the invested in highly liquid financial instruments. The safeguarded funds held against the issuance of BREUR will be published monthly, and will be independently reviewed on an annual basis by accounting firms of good repute, providing confirmation that they match or exceed the amount of BREUR in circulation. In the unlikely situation where the value of the safeguarded funds becomes lower than the value of the BREUR in circulation, AELSA will implement the necessary measures, including strengthening AELSA’s capital position or improving its liquidity position in such way as to resolve the risk of discrepancy between the value of the safeguarded funds and the value of the BREUR in circulation.

D.11	Compensation schemes	No.
D.12	Compensation schemes Description	Not applicable.
D.13	Applicable law	The rights and obligations of EEA residents arising out of the use or ownership of BREUR will be governed by and construed in accordance with, the laws of the Grand Duchy of Luxembourg.
D.14	Competent court	Any dispute concerning the rights and obligations of EEA residents arising out the use or ownership of BREUR shall be brought exclusively to the jurisdiction of Luxembourg Courts, except where provided otherwise by applicable law.

6. PART E: Information on the underlying technology

No	Field	Content to be reported
E.1	Distributed ledger technology	Distributed Ledger Technology ("**DLT**") is a digital framework that stores transaction records across numerous devices or locations simultaneously. Rather than relying on a single centralized database (like traditional systems), DLT distributes copies of the ledger to all participants. These users collaborate through a peer-to-peer network to verify transactions collectively, with no central controller overseeing the process. Key advantages of this approach include visible tracking of all activities, reduced risk of data tampering, easy verification of historical records, and faster processing by removing intermediaries. Blockchain serves as a widely recognized example of DLT. It organizes transactions into timestamped data units called "blocks", which are sequentially connected through encryption. Each new block contains a unique code derived from both its transactions and the previous block's code. This chaining mechanism makes historical records practically unchangeable. Modifying any past entry would require recalculating codes for all subsequent blocks, a task so complex it becomes nearly impossible. This design effectively "freezes" recorded information while maintaining a shared, verifiable history. BREUR is issued as an ERC-20 token on either public blockchains (such as Ethereum and other compatible chains) or on EUBettrChain, a permissioned blockchain built on Ethereum Virtual Machine (EVM)-compatible infrastructure. The issuance is carried out via smart contracts operating on these blockchains, ensuring the immutability of recorded data while automating predefined transactions and business logic through code. This reduces reliance on intermediaries and enhances operational efficiency. BREUR will not be listed or made available for trading on any public or private trading platforms.

E.2	Protocols and technical standards	BREUR is issued as an ERC-20 token on either public blockchains (such as Ethereum and other compatible chains) or on EUBettrChain, a permissioned blockchain built on Ethereum Virtual Machine (EVM)-compatible infrastructure. EUBettrChain leverages the QBFT consensus algorithm to validate transactions, ensuring record immutability and transparency. The inclusion of additional blockchains will depend on factors such as technical diligence, market adoption levels, and risk assessments. Issuances, redemptions, and other on-chain transactions of BREUR can be tracked in real time. BREUR cannot prevent attacks or any other problems that may occur on the public chains supported by BREUR. Problems occurring on the relevant public chains may prevent or delay BREUR holders from sending or receiving BREUR, and BREUR is not responsible for any losses caused by such problems. AELSA is responsible for maintaining the network stability of EUBettrChain. In certain circumstances, including but not limited to a copy or fork of EUBettrChain, or the identification of a critical security vulnerability within EUBettrChain, AELSA may be compelled to suspend all BREUR-related activities (such as minting, redeeming, sending and receiving of BREUR) for an extended period until resolution is achieved and services are restored (referred to as the "**Downtime**"). Such Downtime may occur immediately following a chain copy or fork, potentially without prior notice. During this period, BREUR holders may be unable to perform any operations involving the token.
E.3	Technology used	Private chain: EUBettrChain nodes are deployed on Alibaba Cloud infrastructure, distributed across data centres in Europe. Access to the blockchain network is controlled via a node URL whitelist mechanism, ensuring only authorized nodes can participate. Public Chain: Ethereum and other compatible chains use a Proof of Stake (PoS) consensus mechanism, which requires validators to stake native tokens as collateral to become validators, or a Proof of Authority (PoA) consensus mechanism, which each validator node takes turns proposing blocks in a round-robin manner. If a validator is proven to have signed an invalid transaction, they will lose part of the staked tokens. The smart contracts, built upon the ERC-20 standard, incorporate BREUR-specific core functionalities to address security and KYC (Know Your Customer) requirements, including: • **pause/unpause**: Temporarily suspends or resumes token services for holders, disabling/enabling functions like transfer and transferFrom. • **Register Holder/unregister Holder**: Grants or revokes user eligibility to hold tokens, enforcing compliance with whitelist controls.

		• **Upgradeability:** UUPS mechanism is used to support bug fixes and recovery.
E.4	Purchaser's technical requirements	AELSA provides the BREUR holders a Customer Web Portal and/or APIs to facilitate the purchase, transfer, and redemption of BREUR. AELSA also provides custodial account services to securely manage BREUR holdings on behalf of the holder. There is no requirement for the holders to maintain or possess an ERC-20 wallet, but the BREUR holder will be required to use AELSA as custodian or administrator of wallet and will not be able to use any wallet that is privately-owned or held with a third party to hold and transfer BREUR.
E.5	Consensus mechanism	BREUR is issued as an ERC-20 token on either public blockchains (such as Ethereum and other compatible chains) or on EUBettrChain, a permissioned blockchain built on Ethereum Virtual Machine (EVM)-compatible infrastructure. EUBettrChain utilizes the QBFT consensus algorithm, a variant of Proof of Authority (PoA), where each validator node takes turns proposing blocks in a round-robin manner. Ethereum and other compatible chains use a Proof of Stake (PoS) consensus mechanism, which requires validators to stake native tokens as collateral to become validators, or a Proof of Authority (PoA) consensus mechanism, which each validator node takes turns proposing blocks in a round-robin manner.
E.6	Incentive mechanisms and applicable fees	**EUBettrChain :** No transaction (gas) fees will be imposed during the launching phase. **Ethereum :** Ethereum operates its own incentive mechanism and imposes transaction (gas) fees. Please refer to Ethereum for details on the applicable fees structure. BREUR does not impose any additional fees beyond those charged by the Ethereum network.
E.7	Use of distributed ledger technology	**EUBettrChain**: Yes **Ethereum** : No
E.8	DLT functionality description	EUBettrChain is based on Hyperledger Besu, an Apache 2.0 licensed, MainNet compatible, Ethereum client developed and written in Java. It uses the QBFT consensus mechanism and Rocksdb-based storage database. Its key characteristics are as follows: • Security ○ EUBettrChain is a permissioned blockchain where only whitelisted participant nodes can join the network. Participation, transaction viewing, and submission are restricted to authorized entities.

		• Legitimacy
		  ○ EUBettrChain supports the issuance of legally compliant assets, including, among others, regulated e-money tokens.
		
		• Scalability & Interoperability
		  ○ Built on Hyperledger Besu, EUBettrChain is Ethereum-compatible. Contracts written in Solidity can be deployed to Ethereum with one click if needed.
		  ○ Assets issued on EUBettrChain adhere to the ERC-20 token standard, enabling interchangeability and interoperability with other ERC-20 tokens.
		
		• Cost Efficiency
		  ○ EUBettrChain currently does not impose gas fees, resulting in zero transaction costs on-chain.
		
		• Nodes
		  ○ AELSA deploys at least 5 nodes in Europe data centres, meeting the 3f+1 fault tolerance requirement of the QBFT consensus algorithm.
		
		Ethereum: Not applicable.

E.9	Audit	*Yes*
E.10	Audit outcome	Alipay (Europe) Limited S.A. holds ISO 27001 certification which is audited by independent audits on an annual basis and it has gone through cybersecurity audit conducted by industry leading security auditing firm. This independent audits comprehensively assess the overall technology stack utilized for BREUR, with a particular focus on evaluating security, functionality, and compliance. A robust Information Security Management System (ISMS) has been implemented, where all processes and procedures have been meticulously designed, rigorously tested, and refined to adhere to the stringent requirements of internationally recognized ISO standards, ensuring the highest standards of security, operational efficiency, and regulatory compliance. Alipay (Europe) Limited S.A. is responsible for ensuring that its smart contracts are deployed in a safe and secure manner. It partners with leading security auditing firms to conduct pre-launch audits of its smart contracts. The audit confirmed that the Bettr Settlement Token's source code, system, application components, and configurations uphold the confidentiality, integrity, and availability of all transactions and data on the blockchain. All issues identified during the audit are rigorously reviewed, validated, and remediated based on their severity before deployment. Additionally, the company has established a Bug Bounty Program to encourage security researchers to help detect and resolve potential vulnerabilities in the smart contracts.

7. PART F: Information on the risks

No	Field	Content to be reported

F.1	Issuer-related risks	The issuer-related risks associated with BREUR include, but are not limited to: • **Bankruptcy Risk**: AELSA may face a risk of bankruptcy which could result from 1) its financial insolvency caused by its business and operating activities, 2) the bankruptcy of a partnering bank, or 3) any other systemic financial risks and other factors in very extreme circumstances. • **Liquidity Risk:** AELSA may face difficulties in liquidating reserve assets, caused by the nature thereof or adverse financial impacts i.e. the fluctuations in interest rates, foreign exchange rates, credit spreads, and other factors. This may result in delays or failure to fulfil all redemption requests within a given timeframe, particularly when there is exceptionally high demand for redemption of BREUR in the market. • **Outsourcing and Third-Party Risk:** AELSA may face risks when collaborating with third parties (including delegates), such as banks providing services including safeguarding, on/off ramp, and account service, or the intra-group entities to which tasks are outsourced. The inability of a third-party service provider or delegate to fulfil their obligations might impact AELSA's capabilities to issue, manage, and redeem BREUR. • **Compliance Risk:** AELSA may face compliance risks relating to the regulatory requirements pertaining to anti-money laundering and counter-terrorism financing (e.g., where BREUR is used for money laundering purposes), data privacy laws and any other applicable laws and regulations. • **Legal and Regulatory Risk:** due to its global presence, AELSA's operations and issuance may be adversely impacted by legislative and regulatory changes in Europe or at an international level, and by uncertain regulatory frameworks for e-money token issuers. • **Personal Data Risk**: In the event of a personal data breach, there is a risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data of the BREUR holders. • **Operational Risk:** The business continuity and efficient operation relies on robust internal control systems. Failure or disruptions, caused by human errors, system breakdowns and inadequate internal control mechanism, may negatively impact the issuance and redemption of BREUR as well as the safeguarding of the BREUR holders funds paid against BREUR. • **Environmental, Social and Governance ("ESG") Risk:** Failure to uphold relevant ESG rules regarding blockchain activities relating to sustainability impact, social responsibility and governance standards may adversely impact AELSA's reputation and business operations.

F.2	Token-related risks	The token-related risks associated with BREUR include, but are not limited to: • **Under-Collateralization Risk**: There is a risk that the reserve value of assets backing BREUR may fall below the outstanding quantity of BREUR, rendering it insufficient to meet redemption obligations to the BREUR holders. This situation might arise from fraud, mismanagement of reserves, malicious activities, or financial manipulation such as embezzlement by employees of AELSA or its banking partners. The occurrence of such risks could lead to significant fluctuations in the market value of BREUR, potentially hindering AELSA's capacity to redeem BREUR holders at face value or within the expected timeframe. • **Scam Risk**: There is a risk that BREUR holders may suffer a loss resulting from a scam or fraud perpetrated by other malicious actors. These scams include, but not limited to, social engineering, phishing on social networks or by email, fake giveaways, identity theft of AELSA or its executive members, creation of fake BREUR tokens etc. • **Taxation Risk**: The sale and purchase of BREUR may incur tax liabilities depending on each holder's jurisdictions. Notably, MiCAR's dual classification of BREUR (as a crypto-asset or electronic money) could lead to inconsistent tax treatments across EEA jurisdictions, adding compliance complexity. • **Legal and Regulatory Risk**: E-money tokens are unregulated in certain jurisdictions outside of the EU. The lack of regulatory cohesion globally for e-money tokens may lead to diverging regulatory frameworks across jurisdiction and potential changes to EU's e-money token regulations under MiCAR. In either case, regulation uncertainty may arise. Furthermore, AELSA also considers concentration risk, emerging and macro risks, and reputational risks when assessing its activities.
F.3	Technology-related risks	The technology-related risks associated with BREUR include, but are not limited to: • **Smart Contract Technology Risk:** Many tokens are built based on blockchain technology and rely on smart contracts to manage transactions. Smart contracts are directly embedded in the blockchain and automatically execute operations according to predefined terms. Once deployed, it is difficult to upgrade or modify the smart contract code. Vulnerabilities or design flaws in the contract code may lead to financial losses for purchasers or unauthorized token issuance, and other unintended consequences. During the repair process, imperfect upgrade mechanisms may introduce new vulnerabilities or causes business disruptions. • **Critical Infrastructure Stability Risk**: The operational environment for tokens typically relies on infrastructure as the technical foundation

		supporting the underlying blockchain. This includes node operations and maintenance, private key management, automated software deployment, and operational processes. Technical flaws in any of these components may lead to systemic risks, such as abnormal token issuance, theft of user funds, or disruptions to on-chain services. • **Blockchain Network Interruption Risk**: When blockchain nodes are deployed on third-party cloud services, there is a risk that regional-level service outages, resource configuration errors, malicious attacks on the cloud platform, or operational failures may lead to node downtime or disconnection, transaction delays or blockages, or data loss. These issues can directly impact the finality and censorship resistance of on-chain transactions. • **Blockchain Security Risk:** When e-money tokens are based on, or developed through, public chains (and related protocols), they may be affected by underlying network attacks. The consensus mechanism of the blockchain network may cause transaction delays or rollbacks due to node failures, network delays, or insufficient computing power, including but not limited to 51% computing power attacks against the underlying protocols. Blockchain security risks refer to potential vulnerabilities or defects in the design, implementation, or use of blockchain technology that may jeopardize the security and integrity of the blockchain network, its users, and the encrypted assets stored therein.
F.4	Mitigation measures	**Mitigation measures concerning issuer-related risks** • **Bankruptcy Risk:** The reserve assets backing BREUR will be placed in segregated reserve accounts held with regulated financial institutions and separated from AELSA's corporate funds. The safeguarded funds are thus protected from any recourse by other creditors in the event of an insolvency of AELSA in accordance with applicable laws and regulations. AELSA will prioritize banks with credit ratings at investment grade by S&P, Moody's or Fitch Ratings, especially Global Systemically Important Banks (the G-SIBs) in EEA as the partnering banking for reserve accounts. • **Liquidity Risk:** Funds (fiat currency) received from holders will be safeguarded through bank deposits (representing at least 30% of the funds received), or investments in Money Market Funds, reverse repurchase agreements and other highly liquid financial instruments, in accordance with the MiCAR framework. The safeguarded funds will be managed prudently, giving due consideration to the liquidity needs of the BREUR.

- **Outsourcing and Third-Party Risk:** When AELSA relies on a third-party, it ensures that agreements contain robust termination clauses. In addition, AELSA implements internal procedures and continuity policies to minimise the disruption in the event that a key service provider terminates an agreement or becomes unable to provide its services. Furthermore, third-party service providers are subject to initial and ongoing due diligence to ensure their financial viability and mitigate other risks of non-compliance.

- **Compliance Risk:** AELSA establishes and implements compliance framework to cover the end-to-end process of BREUR transactions, including but not limited to customer onboarding, and transaction monitoring mechanism etc. AELSA will require BREUR holders to comply with the laws and regulations applicable to anti-money laundering and counter-terrorist financing in the EU. Only the whitelisted entities and customers who are onboarded following the completion of KYC procedures are authorized to join the nodes and submit requests for mint/burn requests via Customer Web Portal or through APIs. AELSA has the ability to freeze suspicious transactions as per legal requirements, it may also decide to freeze the associated BREUR (temporarily or permanently). In addition, maintaining open and regular communication with regulators, staying abreast of regulatory developments, and having periodic compliance audits are all critical methodologies in managing compliance risks which have been put in place by AELSA.

- **Legal and Regulatory Risk**: to address regulatory risks, AELSA closely monitors regulatory changes, maintains ongoing and transparent dialogue with relevant regulatory authorities across different jurisdictions, and seeks guidance and clarification whenever necessary. In addition, AELSA assesses the regulatory frameworks, identifies any potential gaps, and takes appropriate measures to mitigate such risks on an ongoing basis. AELSA also seeks advice from external reputable legal counsels and proactively engages with regulatory authorities to ensure continued compliance with regulations.

- **Operational Risk:** The risk mitigation measures include developing and maintaining effective internal controls and continuously improving the control framework per the evolving regulations, as well as implementing mechanisms to limit the impact of human error and system breakdowns.

- **Personal Data Risk**: In accordance with applicable data protection laws, AELSA aims at taking all necessary precautions with regard to the nature of the data and the risks presented by the processing of such data, to preserve the security of the personal data of BREUR holders and, in particular, to prevent it from being distorted, damaged, or accessed by unauthorised third parties.

- **Environmental, Social and Governance ("ESG") Risk:** AELSA issues BREUR on EUBettrChain, leveraging on the QBFT consensus algorithm, a variant of Proof of Authority (“**PoA**”). The ESG impact of PoA model is limited to environmental impacts when compared with

either Proof-of-Work or Proof-of-Stake, both which are comparably more energy intensive to PoA. PoA does not rely on special hardware and computing power to operate. The limited number of validators will further cut the energy required to run EUBettrChain. In the future, if AELSA decides to expand the scope and issue BREUR on other blockchains using other consensus mechanisms which are more energy intensive, AELSA would take into consideration the relevant environmental regulations and the potential sustainability impacts.

Mitigation measures concerning the token-related risks :

- **Under-Collateralization Risk:** If the BREUR reserves become lower than the outstanding quantity of BREUR issued and in circulation, AELSA will apply the measures set out in prevention plans. These plans include measures to solve potential issues of under-collateralization such as improving the value of the reserve asset portfolio or improving the liquidity profile of the reserve asset portfolio.

- **Scam Risk:** AELSA will aim at providing sufficient Information and Communication Technology security, but it cannot fully prevent attempts to defraud or scam in connection with BREUR, and will not be held liable against such acts (as specified in the terms and conditions relating to BREUR).

- **Taxation Risk:** The tax consequences of BREUR transactions should be assessed individually by each BREUR holder (with independent professional advice, if necessary) and cannot be mitigated by AELSA. AELSA does not provide legal, tax or accounting advice and should not be held accountable for any such matters.

- **Legal and Regulatory Risk:** AELSA closely monitor regulatory developments, maintain ongoing and transparent dialogue with relevant regulatory authorities across different jurisdictions, and seek guidance and clarification whenever necessary. AELSA continuously assess regulatory frameworks, identity potential gaps, and take appropriate measures to mitigate such risks. In addition, also seek advice from external reputable legal counsels and proactively engage with regulatory authorities to ensure continued compliance with regulations.

Mitigations measures concerning technology-related risks:

- **Smart Contract Technology Risk:** BREUR smart contracts are audited by an independent third party and AELSA's internal red team and will undergo multiple audits by internal security team throughout the smart contract development lifecycle. These measures aim to proactively identify and address potential risks during early stages of development. Additionally, a bug bounty program has been launched to engage security researchers in detecting and resolving security vulnerabilities within the smart contract.

- **Critical Infrastructure Stability Risk**: AELSA integrates expertise and operational infrastructure from both the banking/financial sector and the

		blockchain domain, implementing a layered defence strategy, including but not limited to (i) Infrastructure Security Hardening Strategy (ii) Full Lifecycle Security Management for Blockchain and Applications (iii) Authentication and Access Control Strategy, (iv) Access management and Principle of Least Privilege (v) Code Auditing and Penetration Testing, and (vi) Web3 Emergency Response Mechanism. • **Blockchain Network Interruption Risk**: AELSA implements business continuity plan and disaster recovery mechanisms to manage blockchain network interruptions. These measures are designed to ensure that operations remain functional and that transactions stay secure, reliable, and resistant to censorship in the event of cloud service outages, configuration errors, or malicious attacks. The network is supported by redundant deployments across geographically separate cloud regions or availability zones. • **Blockchain Security Risk:** Blockchain security risks primarily arise from potential vulnerabilities in the design of the distributed system's consensus mechanism, cryptographic implementation, and node network topology. To mitigate these risks, blockchain networks typically adopt various security measures, including enhanced signature and encryption methods, identity authentication and access control mechanisms, and the use of hardened consensus-layer algorithms. Due diligence and audits are also conducted by on the blockchain network AELSA uses.

8. PART G: Information on the sustainability indicators in relation to adverse impact on the climate and other environment-related adverse impacts

No	Field	Content to be reported
G.1	Adverse impacts on climate and other environment-related adverse impacts	EUBettrChain leverages the QBFT consensus algorithm, a variant of Proof-of-Authority ("**PoA**"). The ESG impact is limited when it comes to a PoA model compared with Proof-of-Work or Proof-of-Stake. PoA does not rely on special hardware and computing power to operate. The limited number of validators will further reduce the energy required to run the EUBettrChain.

Schedule 1

Annex of Part G for the presentation of the information on principal adverse impacts on the climate and other environment-related adverse impacts in the crypto-asset White Paper

1. Mandatory information on principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism

1.1 General information

N	Field	Content to be reported
S.1	Name	Alipay (Europe) Limited S.A.
S.2	Relevant legal entity identifier	B188095
S.3	Name of the crypto-asset	BREUR
S.4	Consensus Mechanism	EUBettrChain leverages the QBFT consensus algorithm to validate transactions, ensuring immutability of records and transparency for consortium participants. Ethereum and other compatible chains are used to support BREUR use a Proof of Stake (PoS) consensus mechanism, which requires validators to stake native tokens as collateral to become validators, or a Proof of Authority (PoA) consensus mechanism, which each validator node takes turns proposing blocks in a round-robin manner.
S.5	Incentive Mechanisms and Applicable Fees	EUBettrChain does not impose transaction (gas) fees during the launching phase. Public chains like Ethereum operate their own incentive mechanisms and impose transaction (gas) fees. Please refer to Ethereum's official documentation for details on the applicable fee structure. BREUR does not impose any additional fees beyond those charged by the Ethereum network.
S.6	Beginning of the period to which the disclosed information relates	2025-01-01
S.7	End of the period to which the disclosed information relates	2025-12-31 Reporting Period refers to the period from 01 January to 31 December of every calendar year, with both dates inclusive. AELSA may amend the Reporting Period due to "**Material Adverse Change(s)**" (or "**MAC(s)**"). MAC(s) refers to event(s) due to, but not limited to: (i) availability of more credible sources and/or methodologies; (ii) regulatory amendments; (iii) changes in technology for e-money token; as well as (iv) mergers and acquisitions of AELSA. For avoidance of doubt, AELSA will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to amending the Reporting Period due to MAC(s). If there is (are) similar clause(s) related to MAC(s) in an earlier part of this

		documentation, that (those) defined clause(s) shall supersede the definition of MAC(s) under this field and Schedule 1.

1.2 Mandatory key indicator on energy consumption

S.8	Energy consumption	Key indicator on energy consumption tentatively refers to the total amount of energy used for the validation of transactions and maintenance of the integrity of the distributed ledger transactions, expressed in 'kilowatt-hours' (kWh) for each Reporting Period. The estimated energy consumption based on past and projected period is 15.9 kWh. AELSA may amend S.8 due to MAC(s), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.8.

1.3 Sources and methodologies

S.9	Energy consumption sources and methodologies	With reference to S.8, the methodology will be based on the aggregation of all electricity usage in the node devices in AELSA's network, by using "sum of product" approach across the network. Only the token and the layer 1 networks are applicable under "our network" definition in S.8. The definition of "our network" has the same meaning in subsequent fields under Schedule 1, unless otherwise stated. As activity data is readily available based on S.8, AELSA will similarly use the "best available" approach in selecting credible source(s) for emission factors to determine energy consumption with the following bullet points in decreasing preference: ● National database (such as conversion factors from UK Department for Energy Security and Net Zero) ● Regional database (such as European Environment Agency) ● International database (such as CCRI) AELSA may amend S.9 due to MAC(s) or other trigger events with the objective to reflect reasonable assumptions from the best available source(s) and/or methodology(ies), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.9.

2. Supplementary information on principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism

2.1 Supplementary key indicators on energy and GHG emissions

N	Field	Content to be reported

S.10	Renewable energy consumption	Not applicable.
S.11	Energy intensity	The indicator on energy intensity tentatively refers to S.8 per validated transaction, expressed in 'kilowatt-hours per transaction' (kWh/transaction) for each Reporting Period. As there is a distinction for energy consumption in between securing integrity of ledger and validating transactions, there are three known methodologies currently (as of 31 May 2025) to determine energy allocation for activities and holdings. AELSA is currently exploring which methodology would be the best fit and will further update S.11, where applicable, to reflect reasonable assumptions from the best available source(s) and/or methodology(ies) prior to the final submission. AELSA may amend S.11 due to MAC(s), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.11.
S.12	Scope 1 DLT GHG emissions – Controlled	Given that the general consensus that most of the environmental impact will be likely due to energy consumption (by materiality approach), AELSA will focus mainly on calculating the GHG emissions based on S.8. The indicator on Scope 1 DLT GHG emissions – Controlled tentatively refers to the direct Scope 1 GHG emissions that are owned or controlled by AELSA in validating transactions and maintaining integrity of the distributed ledger of transactions, expressed in 'tonnes of carbon dioxide equivalent' (tCO_2e) for each Reporting Period. S.12 is also be read in conjunction with the field S.16. AELSA may amend S.12 due to MAC(s), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.12.
S.13	Scope 2 DLT GHG emissions – Purchased	Similar to S.12, the indicator on Scope 2 DLT GHG emissions – Purchased tentatively refers to the indirect Scope 2 GHG emissions that are from purchased electricity in validating transactions and maintaining integrity of the distributed ledger of transactions, expressed in 'tonnes of carbon dioxide equivalent' (tCO_2e) for each Reporting Period. S.13 is also to be read in conjunction with the field S.16. If AELSA were to likely reference the GHG Protocol, AELSA would also disclose separately on S.12 based on "location-based method" and "market-based method". AELSA is currently exploring if both methods apply to it. AELSA may amend S.13 due to MAC(s), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.13.
S.14	GHG intensity	Given AELSA will calculate S.12 and S.13, the indicator on GHG intensity tentatively refers to the total of S.12 and S.13 per validated transaction, 'tonnes of carbon dioxide equivalent per transaction' (tCO_2e/transaction) for

		each Reporting Period. S.14 is also to be read in conjunction with the field S.16. AELSA may amend S.14 due to MAC(s), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.14.

2.2 Sources and methodologies

S.15	Key energy sources and methodologies	This field is to mainly explain the fields S.10 and S.11, and is to be read in conjunction with the field S.9. AELSA will use the "best available" approach in selecting credible source(s), with the following bullet points in decreasing preference: ● National database (for example, if a country has the solar energy breakdown, down to the sub-national level) ● Regional database ● International database To supplement S.9, S.10 and S.11, if AELSA cannot determine the location of our network, AELSA can use a geographical average based on the approach above. AELSA may amend S.15 due to MAC(s) or other trigger events with the objective to reflect reasonable assumptions from the best available source(s) and/or methodology(ies), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.15.
S.16	Key GHG sources and methodologies	The scoping of GHG emissions will be based on internationally-recognised and/or *de facto* mandatory sustainability disclosure on methodologies (such as relevant standards and guidance by "**GHG Protocol**"). As activity data is readily available based on S.8, AELSA will similarly use the "best available" approach in selecting credible source(s) for emission factors to calculate GHG emissions, with the following bullet points in decreasing preference: ● National database (such as conversion factors from UK Department for Energy Security and Net Zero) ● Regional database (such as European Environment Agency) ● International database (such as latest assessment report (AR) from IPCC or IEA) AELSA may amend S.16 due to MAC(s) or other trigger events with the objective to reflect reasonable assumptions from the best available source(s) and/or methodology(ies), but will always inform and subsequently work in good faith with the relevant regulator(s), primarily with CSSF, to reach consensus prior to such amendment(s) for S.16.
