

EON Token

Institutional white paper

30 September 2026

EON Token connects the EON Emerald, a physical mineral asset owned by EON EMERALD HOLDING S.à r.l. in Luxembourg, with an international exhibition and commercial development programme. The emerald is currently stored at the Monaco Freeport. Its appraisal reference is USD 650,000,000, and 650,000,000 EON tokens have already been issued on Polygon.

This is a 100% RWA-based tokenization project, supported by the identified emerald and the project rights legally linked to it. International exhibitions and related commercial activities provide the business model. A parallel liquidity pool serves the public capital-raising allocation, with a hard cap of 15,000,000 EON from the existing issuance. It has its own funding, eligibility and settlement rules and does not alter the core asset tokenization.

This white paper explains the project, holder-rights framework and parallel pool. Investors should read it together with the applicable subscription, token, asset-linked and pool agreements. Mandatory law governs throughout. The appraisal is an expert estimate, not cash available for redemption. EON may lose its value in part or in full, may be subject to transfer restrictions and may be illiquid. A fixed dollar price or recovery of the purchase price is not guaranteed.

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1 Project overview

The EON Emerald project combines ownership of an exceptional emerald-bearing mineral specimen with a business plan for its international presentation and commercial development. The programme includes a launch, a series of exhibitions, scientific and educational engagement, sponsorship, naming rights, licensing and associated products.

The project's legal and physical locations serve different functions. EON EMERALD HOLDING S.à r.l. (EON Luxembourg or the Company) owns and manages the asset. Monaco is its present storage location. The physical specimen has already left Brazil; export and establishment of the Luxembourg platform are therefore described as completed project steps, rather than future prerequisites.

EON is a 100% RWA-based token. The entire identified emerald provides the asset foundation for the tokenization, together with the project rights linked through the governing instruments. The intended stability rests on that physical foundation, continuity of ownership and documented obligations. It does not establish legal-tender status, a fiat-currency peg, a USD 650 million cash reserve or a contractual promise to exchange every EON for one dollar. Mandatory redemption or other statutory rights, if applicable, are addressed separately in section 12. Any claim or mechanism intended to maintain a stable token value is subject to the regulatory assessment and implementation requirements in section 12.

There is one EON issuance, comprising 650,000,000 tokens. Within it, 15,000,000 tokens are allocated to public capital raising and pool participation; the other 635,000,000 are restricted reserve holdings. The pool operates in parallel with the underlying tokenization. It creates neither another issuance nor a transfer of the emerald's legal title to pool participants.

Point	Core EON tokenization	Parallel liquidity pool
Token base	650,000,000 EON originally issued	Maximum 15,000,000 eligible EON within that issuance
Economic foundation	Emerald and the rights linked through the project documents	Actual available liquidity from sale surplus and revenue contributions
Holder position	Contractual participation defined by the asset-linked instruments	Settlement access for eligible public tokens under Annex I
Calculation	Asset-realisation rights use all EON then outstanding	Pool conversion uses available USDT divided by eligible public EON outstanding
Ownership	EON Luxembourg retains legal title to the emerald	Pool participation does not convey physical title or Company shares

An investor should assess three connected matters separately: the physical asset and its documentation, the commercial execution plan, and the contractual rights and liquidity available for the tokens purchased. A strong asset foundation supports that assessment without replacing it.

2 The emerald and its technical foundation

The EON Emerald is a natural specimen containing beryl crystals of the emerald variety within a schist and quartz matrix. The Brazilian term canga de esmeralda refers here to an emerald-bearing mineral matrix, rather than a single cut gemstone or a homogeneous block of gem-quality emerald.

Asset characteristic	Project reference
Origin	Carnaíba, Pindobaçu district, Bahia, Brazil
Current project weight	516 kg, including the mineral matrix
Recorded dimensions	Approximately 1.31 m high × 0.69 m wide × 0.42 m deep

Asset characteristic	Project reference
Asset owner	EON EMERALD HOLDING S.à r.l., Luxembourg
Current location	Monaco Freeport
Expert appraisal reference	USD 650,000,000, dated 23 January 2024

The technical foundation includes Karina Pinheiro Sena's Mineral Specimen Report SPBRA 2020/1258, dated 18 March 2020, and Professor Norman Rodi G.G.'s Quality Analysis and Appraisal Report, dated 23 January 2024. Sena's report identifies emerald crystals embedded in the matrix and documents the specimen's condition, dimensions and Brazilian provenance. Rodi's report addresses identification, physical characteristics, integrity and estimated value.

The current 516 kg project reference is recorded in the Company's corporate profile dated 29 September 2026. The historical reports describe approximately 500 kg or more, and Rodi states a measurement tolerance. Those reports retain their original measurements and dates; the current presentation does not imply that either author certified a new 516 kg weighing.

Rodi's appraisal describes the specimen as the largest emerald-in-schist mineral specimen on record. That is the specific, attributed basis for the project's exceptional-scale positioning. The white paper does not extend the statement into an independently certified claim about the largest individual emerald crystal or every category of emerald worldwide.

The specimen is intended to be preserved as a single exhibition and collection asset. Its commercial treatment therefore differs from valuing rough emerald inventory by recoverable gem weight alone. Technical inspection and any updated valuation should address the condition of the whole specimen and the assumptions used in its appraisal.

3 Ownership and provenance

EON Luxembourg holds full ownership, legal title, possession and proprietary control of the EON Emerald matrix. Storage or handling by a third party is undertaken on the Company's behalf and does not transfer ownership to the custodian. The Company is the central platform for asset administration, project management and commercial development.

Corporate information	Details
Legal name	EON EMERALD HOLDING S.à r.l.
Legal form	Luxembourg société à responsabilité limitée
Registered office	2A, Place de Paris, L-2314 Luxembourg, Grand Duchy of Luxembourg
Directors	Paulo Carlos De Carli and Gledson André da Silva Ferreira
Executive control	Joint management and equal corporate oversight by the two directors

The provenance file records the specimen's origin through the Cooperativa Mineral da Bahia, acquisition and fiscal records involving Kirios, and the subsequent participation of Dessana USA Investments Inc. The current transfer file identifies Kirios as Kirios Locação Comércio e Serviço Ltda.; historical records use Kirios Comércio de Gemas Ltda. ME for the same company. The mining documentation concerns the Brazilian artisanal mining permit framework, Permissão de Lavra Garimpeira (PLG), associated with ANM process 871.861/2006, rather than a generic mining concession.

The origin materials include the cooperative's certificate of origin, mining and environmental records, tax and fiscal documentation, and transport and transfer records. Technical and legal opinion of 19 March 2026 reviews the documentary chain available at that date. Its scope concerns origin,

circulation and the then-existing rights structure; it does not by itself certify the subsequent Luxembourg transfer, present insurance coverage or the regulatory status of the token offering.

The export file identifies NF-e No. 3, Series 2, and DU-E 26BR001327574-5, both dated 24 July 2026, with customs classification NCM 9705.29.00. The current corporate profile identifies EON Luxembourg as the consignee/importer within the international structure. The export registration date is distinct from a physical dispatch, arrival or custody-admission date.

The Company confirms the present Monaco Freeport location. Investors undertaking diligence should obtain the current custody confirmation, the operative storage agreement and the applicable insurance evidence through authorised channels. Coverage must be assessed from the actual policy, including insured amount, exclusions, deductibles, term and the treatment of transport and exhibitions. Neither the storage location nor the appraisal establishes full insurance coverage.

Asset protection also requires condition records, controlled access, authorised handling and documented movement. Exhibition deployment is to be coordinated with custody, security and insurance arrangements under joint director oversight. Sensitive operational details are disclosed through controlled professional diligence rather than reproduced publicly.

The ownership file must connect the current Company position with the transferors' earlier rights and the custodian's acknowledgement that it holds the specimen for the Company. Corporate ownership, physical delivery and perfection against third parties are distinct matters. Monaco storage does not replace that documentary chain or the mandatory property, customs and enforcement rules applicable to the asset and its earlier movements.

4 Business plan and international exhibitions

The business plan is to introduce the emerald to an international audience through a launch and a sequence of exhibitions, supported by commercial and institutional relationships. The specimen provides the centrepiece for an experience addressing its geological origin, mineral characteristics, discovery, scale and cultural interest.

The programme's principal revenue channels are exhibition admission, premium and private events, official merchandise, naming rights, sponsorship, image and brand licensing, and commercial partnerships. Scientific and educational cooperation can strengthen the quality of the presentation and the asset's public recognition without being treated as an institutional endorsement of investment value.

The exhibition programme has two commercial objectives: generating operating revenue and building recognition of the specimen. Greater visibility can improve opportunities for sponsorship, licensing and eventual transactions, but attendance, signed contracts and actual collections determine financial performance. Relocation and publicity alone do not establish a higher appraisal or a higher token price.

Management is developing relationships with venues, sponsors, licensees and other counterparties. Proposed or negotiated agreements are distinguished from executed contracts. No institution, museum, sponsor or brand should be represented as a confirmed partner without an operative agreement or appropriate written confirmation. Commercial reporting should identify material contracts by category and execution status, with confidential terms available where relevant to diligence.

The original commercial strategy also contemplates separately negotiated minority participation opportunities. Any such transaction must identify whether it concerns corporate interests, project rights or another specified instrument, and disclose its effect on existing rights. It is not part of the token sale described here unless expressly included in the applicable transaction documents.

Luxembourg is the established ownership and management jurisdiction for this project. Cross-border operations, exhibitions and revenue arrangements are to be organised under the laws and contractual

requirements applicable to each activity. The white paper makes no claim that international structuring automatically produces tax neutrality or exemption from mandatory rules.

5 Appraisal and valuation basis

The USD 650,000,000 reference is the estimated total value stated in Professor Norman Rodi G.G.'s appraisal dated 23 January 2024. The report identifies him as a graduate gemologist, references GIA qualification number 7535333, and records former GIA laboratory employment. It is his appraisal, commissioned by the then-owner clients; it is not represented as a valuation issued or guaranteed by GIA.

The appraisal evaluates the specimen as a collection asset. Its methodology considers physical and aesthetic characteristics, documentation and commercial factors including the business plan, marketing potential, strategic relationships and media exposure. The reference consequently incorporates assumptions about collection and commercial significance. It should not be understood as a commodity quotation or as proof that a buyer will pay USD 650 million today.

The business plan seeks to develop value through preservation, exhibitions, contractual revenues and wider recognition. Because the appraisal already considers commercial potential, additional business value must be assessed without counting the same assumptions twice. Updated appraisals and financial reporting should distinguish the physical specimen, contracted rights, realised revenue and prospective opportunities.

The appraisal reference concerns the asset as a whole. A token's purchase price, pool conversion amount and enforceable proceeds claim each follow a different basis. Dividing the appraisal by the issuance does not create a debt owed to the holder, a cash redemption floor or a market quotation. The commercial strategy remains preservation, international presentation and development of contractual revenue; this white paper does not predict a future token price.

The liquidity pool uses its own cash-based formula in Annex I. The emerald's appraisal is never treated as USDT already available in that pool.

6 Token issuance and allocation

650,000,000 EON tokens have already been issued on Polygon. This is the project's original issuance and issuance ceiling. No additional tokens are provided for in the model described in this white paper. Settlement burns reduce outstanding supply; they do not retrospectively change the number originally issued.

Allocation	Tokens	Percentage of original issuance	Treatment
Public capital raising	15,000,000	2.3077%	Public-sale allocation eligible for the pool under its rules
Restricted reserve holdings	635,000,000	97.6923%	Excluded from public trading and pool settlement
Original total	650,000,000	100.0000%	No additional issuance under this model

The reserve allocation is divided equally between the two corporate project participants:

- Dessana USA Investments Inc. - wallet: 0x4284d107e3D8A54fD49196aE7Cb720B3F756278B,
- Kirios - wallet: 0xd5740011A13256Ac9e62959F8a3B0a7d1acE1EB5,

Each one holds 317,500,000 EON Tokens. These holdings record the reserve participation structure. They do not displace EON Luxembourg as the sole legal owner of the physical emerald.

The 635,000,000 reserve tokens are non-tradable under the project model and cannot be sold into the liquidity pool. Transfers are confined to properly documented transactions concerning the underlying ownership participation, with the necessary corporate and contractual formalities. Moving a token between wallets does not, by itself, convey legal title to the emerald.

The public-sale allocation is capped at 15,000,000 EON. The funding token structure comprises two wallets:

- Wallet 1 — 0xbd517e17b12dD75CcF728d16DE55c6214f141058
This wallet holds all funding tokens eligible to participate in the liquidity pool.
- Wallet 2 — 0x82Cb1cd1A56027Dc787f2040901477f8eB502da5
This wallet serves as the sales wallet. At the beginning of each sales phase, the corresponding allocation of tokens will be transferred from Wallet 1 to Wallet 2.

Once all funding tokens have been sold, both Wallet 1 and Wallet 2 will be deactivated. Additional funds may replenish the pool, but the reserve holdings cannot be admitted to pool settlement under this model. The reserves are not an undisclosed later public issuance or an automatic source of additional free float. The large reserve concentration remains relevant to economic interests and project control.

The reserve allocation is already included in the issued 650,000,000 tokens. Launching exhibitions, operating the pool or developing other project instruments does not require another reserve issuance or settlement of every public token first.

The 15,000,000 cap applies to the aggregate public allocation admitted to this pool, not a quota that refills after burns. Settled tokens cannot be replaced to repeat the allocation. Any technical migration must preserve outstanding balances and accrued rights, reconcile the old and new records and prevent duplicate claims. It must not expand the original issuance or this pool's eligibility cap.

7 Holder rights and asset realisation

The economic model links EON participation to the emerald project while distinguishing token balances from corporate ownership and physical custody. The liquidity mechanism for eligible public tokens is described in Annex I. Reserve holdings do not share that pool entitlement.

The project model provides for proportional distribution among EON holders if the emerald is sold or the asset project is liquidated. The distributable amount is the net proceeds lawfully allocated to the token structure under the governing instruments, after applicable costs, taxes and legally prior claims. It is not automatically the Company's entire gross receipt or its residual shareholder equity. The executed token and asset-linked agreements must identify the holder's claim, paying entity, eligible balances, distribution date and procedure for unpaid or disputed amounts.

Under the model, the proportional calculation uses the holder's eligible EON balance divided by all EON then outstanding, including restricted reserve holdings. Burned tokens are excluded. This asset-realisation denominator differs from the pool denominator, which includes only eligible public tokens still outstanding. Valid, completed pool settlement extinguishes further economic participation attributable to the EON paid for and burned. It leaves any unsurrendered balance intact and does not waive remedies for fraud, breach or an unauthorised or failed settlement.

An EON balance does not itself register the holder as a shareholder of EON Luxembourg, provide possession of a fraction of the specimen or establish a security interest ranking ahead of creditors. Any such additional right requires its own operative legal instrument. The model's economic participation must therefore be assessed together with the actual documents connecting the issuer, Company, asset and holder.

Those documents must make the asset link legally effective against the parties responsible for it. A corporate undertaking between project participants does not automatically give an investor a direct claim against every participant. Any third-party benefit, assignment, guarantee, security interest or direct Company obligation must be expressly established, duly authorised and perfected where required. This white paper does not create an undisclosed guarantee or secured-creditor status.

Asset sales, financing, encumbrances and insurance recoveries follow the applicable corporate approvals and asset-linked agreements. Existing liens, financing priority or other rights affecting net recovery must be disclosed. Insurance proceeds may be required for restoration, policy beneficiaries or prior claims; they are not an automatic second token dividend. The same applies to financing proceeds, which are not treated as an asset-sale distribution solely because funds were received.

Ordinary operating revenues strengthen the pool through the 10% contribution described in Annex I. They do not create an automatic cash-dividend entitlement for every EON holder. The proposed NFT programme is a separate initiative described in section 11. The same receipt must not be represented as two separate distributable amounts through inconsistent descriptions of those mechanisms.

The relevant law and dispute forum must be stated in each holder instrument, together with notice and complaint procedures. Mandatory consumer, disclosure, property and insolvency rules retain their effect. Risk acknowledgements and blockchain finality do not exclude liability or remedies that cannot lawfully be waived.

8 Public capital raising and use of proceeds

The public allocation finances implementation of the international exhibition and commercial programme. Investors purchase EON from the existing issuance in the applicable sale phase; they acquire the rights established by the governing documents, including the pool treatment for eligible public tokens.

Sale phase	EON allocation	Price per EON	Gross proceeds if fully sold
Phase 1	3,000,000	USD 0.35	USD 1,050,000
Phase 2	4,000,000	USD 0.50	USD 2,000,000
Phase 3	5,000,000	USD 0.75	USD 3,750,000
Phase 4	3,000,000	USD 1.00	USD 3,000,000
Total	15,000,000	Phase-dependent	USD 9,800,000

The table describes the sale structure, rather than an amount already raised. The minimum stated purchase is one token, subject to eligibility and the terms of the relevant phase. A phase purchase price does not establish a future pool price or settlement priority.

The applicable subscription terms must state the sale period, eligibility, accepted payment assets, delivery procedure, costs and treatment of rejected purchases or unmet sale conditions. Investors receive the governing documents before commitment. Any withdrawal or refund right arising under mandatory law remains available on its statutory terms; it is distinct from the pool's later EON-to-USDT settlement mechanism.

Sale proceeds support exhibition design and launch; venues, transport and handling; security, custody and insurance arrangements; licensing and sponsorship development; legal and compliance work; technical integration and security review; and working capital. The applicable implementation budget should identify approved commitments, operating requirements and remaining funds so investors can assess the allocation of their contribution.

Initial pool funding comprises the sale proceeds left after the capital required for exhibition implementation has been secured. The recurring contribution is 10% of relevant project revenue. The

actual seed amount depends on collections, costs and the implementation budget; USD 9.8 million is not described as money wholly available for redemption.

The existing issuance is identified in the project records with Dessana USA Investments Inc., a Wyoming company. EON Luxembourg owns the emerald and manages the project. Each offering must identify the actual issuer, seller and any authorised placement party, with their corporate particulars, responsibilities and connection to the Company. The pool operator and entities owing the revenue contributions must also be named in the operative agreements; a contract address cannot substitute for an accountable legal person.

Sale proceeds and pool resources require separate records. The implementation budget accounts for project funding; the pool ledger accounts for amounts allocated to settlement. Funds must not be counted in both balances as though each mechanism could spend the same amount independently.

9 Project management and asset protection

Paulo Carlos De Carli and Gledson André da Silva Ferreira jointly direct EON Luxembourg, with equal executive oversight of the Company and project. Material strategy, asset administration, institutional relationships and commercial commitments are coordinated between them. Operational delegation does not change that joint-control model.

Corporate approvals and execution follow the Company's articles, current appointments and authorised mandates. Joint project oversight does not substitute for any additional signature or corporate formality required to bind the Company. Agreements with the issuer, revenue recipients, custodians and technical providers must be entered into in the correct capacities.

Kassem Cozza Okdi leads the project's legal structuring and contractual coordination. Rodrigo Mastrangelo leads the technical architecture and execution of tokenization. The advisory structure identifies Felício Mascarenhas for business and financial planning and fundraising; Valéria Nidia for international transactions and commercial relationships; Douglas Ribeiro for strategic and operational execution; and Rubens Neistein for tokenization and digital-asset structuring.

The reporting framework should connect financial records with on-chain evidence: public allocations, reserve holdings, pool deposits and payments, burned tokens, relevant project collections, commercial milestones and material custody developments. Off-chain revenues require accounting evidence even when their subsequent pool deposit can be seen on-chain.

The project governance framework requires material asset actions to be documented, approved through the existing authority structure and consistent with holder rights. Disposal, financing, pledging or movement of the specimen must preserve the applicable custody, insurance and contractual controls. New obligations or encumbrances affecting the token structure require disclosure of their effect; a general commercial-management power does not remove agreed restrictions.

Conflicts arising from related-party transactions, reserve holdings or overlapping management roles must be disclosed and handled under the applicable approval procedures. Changes affecting holder entitlements, pool funding, eligibility or settlement cannot take effect merely through an administrative wallet action or an updated website. They require the authority and process established by the governing agreements and mandatory law, including holder consent where required.

Investor consultation and any voting arrangement must be stated in the applicable instrument. The white paper does not infer a corporate vote from holding EON or an NFT, or convert a contemplated consultation mechanism into an already established shareholder right. Related-party roles and the concentration of reserve holdings should remain visible in the reporting and transaction documentation.

10 Blockchain controls and operational disclosures

Polygon provides the public transaction record for EON. The token contract identified in the project materials is:

0x6902Bf0fF07c89d15f29ABF152C794233Ba79607

Public contract reads reviewed during preparation return 650,000,000 tokens and 18 decimals. Those observations establish an on-chain supply reading for the reported address; they do not certify legal rights, custody, reserve-wallet allocations or implementation of every pool rule.

The project model requires settlement burns, exclusion of reserve tokens from pool eligibility, and control of administrative permissions consistent with the stated issuance ceiling. Technical disclosure must distinguish contractual restrictions from restrictions demonstrably enforced by deployed code. A restriction stated here should not be represented as technically immutable without that verification.

The operational information for investors should identify the official pool interface and contract, supported wallet arrangements, permitted settlement assets and networks, eligibility controls, administrative authorities, fees and any emergency suspension procedure. It should also identify completed security reviews and their scope. No independent smart-contract audit or continuous service certification is asserted in this white paper without the corresponding report.

Minting, burning, pausing, upgrade and treasury authorities must be disclosed and controlled through documented permissions. Critical functions require the approved joint or equivalent control arrangements; outsourced developers must not retain hidden or unilateral authority. Incident procedures must preserve records and explain suspension, remediation and restoration of access. An audit covers its stated contracts and version, rather than every later modification.

Public-chain visibility supports verification of recorded transactions. It does not independently verify the emerald's condition, off-chain receipts, insurance or compliance. Those matters remain part of the Company's documentary and reporting obligations.

Any regulated disclosure must also contain the required information on the consensus mechanism and its principal climate and environmental effects. No quantified environmental claim is made without a documented methodology and data. Wallet addresses and transactions may remain publicly visible; identification and compliance records are handled under the applicable privacy notice rather than published as personal documents on-chain.

11 Separate proposed NFT programme

The established business strategy also contemplates a separate NFT programme, described in earlier materials as Equity NFTs. Its proposed economic allocation is 10% of net profits from the specified exhibition, distributed proportionally among the relevant NFT holders. This is distinct from the pool's 10% revenue contribution and from EON's asset-realisation model.

In addition to their proposed economic rights, the NFTs will also have a **collectible and exclusive character**, offering their holders a range of privileges and experiences according to the category and specific characteristics of each NFT. These benefits may include personal photographic sessions with the EON EMERALD, VIP admission to one of the international exhibitions of the holder's choice, exclusive opportunities to meet the company's Board of Directors, participation in private events, and other specially designed experiences. Each NFT will therefore represent not only a collectible digital asset but also an opportunity to become part of the EON EMERALD's history, providing access to unique experiences and privileges that extend beyond digital ownership.

The original proposal provides EON holders with a 30-day priority purchase period and a 10% discount on the NFT issue price. Quantity, issue price, eligible activities, distributable-profit calculation, entity responsibility, payment timing, specific collectible categories, associated privileges and legal character

remain matters for the separate NFT documentation. The term Equity NFT does not itself establish a shareholding or voting right in EON Luxembourg.

The programme remains a proposed instrument rather than an issued NFT or a currently enforceable profit distribution. An NFT offering requires its own completed terms and relevant legal assessment. Its implementation does not increase the EON issuance or admit reserve tokens to the liquidity pool.

A label or token identifier does not establish a regulatory exemption. The proposed profit-sharing rights and any fungible series require their own financial-instrument, collective-investment and offering analysis. NFT obligations must not dilute an existing EON claim or divert an agreed pool contribution through inconsistent accounting. This assessment must also address the programme's economic interaction with EON and the parallel pool.

12 Legal framework and offering conditions

12A Classification and permitted distribution

RWA-based describes the economic foundation, rather than a regulatory category. The assessment must address the rights attached to EON, the public offer, the parallel pool and each proposed NFT. The asset-realisation entitlement, revenue link, transfer arrangements and actual operation matter more than a product label.

In the European framework, an asset or right used to support a claim of stable value can engage MiCA's asset-referenced-token rules without a fiat peg. A token qualifying as a financial instrument falls outside MiCA and instead requires the applicable financial-services and offering analysis. Securities, collective-investment and other relevant regimes must be considered on the actual structure. Neither a unique physical emerald nor a proposed NFT label settles the classification of fungible digital rights. Where stability is referenced to a single official currency, the e-money-token regime must also be assessed.

The permitted jurisdictions and investor categories, issuer or offeror status, authorisations, registrations, exemptions and marketing conditions must be established before the relevant offer or service proceeds. Luxembourg ownership and Monaco custody do not grant worldwide selling permission. U.S., Brazilian and other distribution requires its own lawful basis; no foreign private-placement exemption is assumed here.

Where MiCA applies, the statutory white-paper content, management statement, notification or approval route, publication and machine-readable format must be completed for the applicable category. A Word narrative is not itself proof of filing, authorisation or satisfaction of the prescribed format. The applicable disclosures also address issuer information, offer terms, holder obligations, technology, risks and environmental indicators. Public communications must remain consistent with the governing documents and regulatory disclosures.

12B Mandatory rights and the parallel pool

The 15,000,000-token pool is a contractual settlement mechanism under Annex I. Its cap, funding formula and activation conditions do not limit a right that mandatory law grants independently. If EON is subject to MiCA's asset-referenced-token regime, its applicable permanent redemption rights, reserve protections and lawful settlement requirements must be implemented separately. The contractual USDT pool must not be presented as their substitute. An offering subject to that regime cannot proceed on the assumption that a limited pool satisfies those duties.

Where MiCA's rules for other crypto-assets apply, eligible retail purchasers have the statutory withdrawal right, including the applicable 14-calendar-day period and reimbursement requirements, subject to its scope and exceptions. Other mandatory consumer or securities remedies also retain their

effect. They are not replaced by pool access, token burning or an acknowledgement of investment risk.

12C Compliance and service providers

Onboarding and transfers require the applicable identity, beneficial-owner, source-of-funds, AML and sanctions checks. Relevant transfers must carry the information required by applicable transfer rules. Compliance restrictions must have a lawful basis and follow disclosed procedures; a decentralised wallet interface does not remove those duties.

The pool's exchange, transfer, custody or other service functions require separate review of any provider authorisation. The token issuer's status does not automatically authorise a service provider, and technical automation does not by itself establish an exemption. The relevant USDT asset, issuer, network and use in each permitted market must also be assessed without representing USDT as an unconditional cash guarantee. Settlement through USDT remains subject to its lawful availability for the relevant service and jurisdiction.

Compliance and investor data require a stated controller, lawful processing basis, safeguards, recipients, retention arrangements and procedures for exercising applicable privacy rights. Public blockchain records and confidential identity files must be treated according to their different characteristics.

12D Contract law taxation and accountability

The Company's corporate matters are subject to Luxembourg law. Proprietary rights in the physical specimen and effects against third parties also engage the mandatory law applicable to its location and relevant transactions. Governing-law and court or arbitration provisions in holder agreements must be validly agreed and preserve applicable mandatory jurisdiction and consumer protections. Cross-border structuring does not eliminate competent-authority powers over origin, export or later conduct.

The appraisal, customs value, accounting carrying amount, contribution value, insurance amount and tax basis serve different purposes. None is automatically fixed by another. Import, freeport admission, transport, temporary exhibitions, operating revenues, token transactions and distributions require their relevant customs, tax and accounting treatment. No tax-neutrality, permanent freeport exemption or investor-specific tax result is promised. Withholding or reporting duties must be applied to actual payments where required.

The responsible entities must provide notice and complaint procedures and identify the applicable enforcement route. This white paper does not waive liability for incomplete or misleading disclosure, fraud, breach or any other responsibility that cannot lawfully be excluded. Conflicting terms must be reconciled before the relevant offer, rather than left to an unrestricted discretion to override disclosed rights.

This institutional document does not claim regulatory approval or a completed offering filing. The legal framework must be implemented through the actual corporate and transaction instruments, the required technical controls and the applicable offering process.

12E Regulatory framework preservation of rights and implementation

The EON Emerald project, coordinated by EON EMERALD HOLDING S.à r.l. (the "Company"), shall be implemented in accordance with applicable Luxembourg and European Union law and the mandatory requirements of each jurisdiction in which its instruments are offered or its regulated activities are conducted.

The regulatory classification of the EON Token and any associated instruments shall be determined by their substantive characteristics, enforceable rights and actual operation, including their relationship with the emerald, project revenues, asset-sale proceeds, liquidity arrangements and redemption mechanisms. Instruments qualifying as financial instruments shall be subject to the applicable

framework under Directive 2014/65/EU (MiFID II), together with relevant securities-offering and collective-investment requirements. Instruments falling within Regulation (EU) 2023/1114 (MiCA) shall be subject to the provisions applicable to their respective category. Descriptions such as “RWA”, “utility token”, “NFT” or “stablecoin” do not independently determine that classification.

The Company shall document the applicable classification through a written legal opinion addressing Luxembourg and European Union law. The assessment shall identify the issuer, offeror, persons responsible for investor obligations and relevant service providers, and shall consider the EON Token, the liquidity pool, any Equity NFTs and any stable-value mechanism individually and in their combined economic operation. The assessment shall be reviewed whenever material changes affect the rights or functions concerned.

Each offering, distribution, admission to trading, redemption arrangement or regulated service shall proceed within the applicable legal framework, with the authorisations, approvals, notifications, disclosures and investor restrictions required for that activity. Any reliance on an exemption shall be supported by a documented legal basis. Appropriately authorised service providers shall be engaged where required.

This clause does not itself amend the token supply, allocation limits, commercial revenue model or economic rights described in this White Paper, nor extinguish rights validly established under binding agreements. Any adjustment required by mandatory law shall be implemented through the appropriate documentation, disclosures and consents, preserving existing rights to the fullest extent legally permissible. The White Paper, contractual documentation, marketing materials and technical implementation shall remain consistent.

Regulatory procedures shall apply to the activities and jurisdictions concerned and shall not, by themselves, suspend other independently lawful project activities, including preservation of the physical asset, technical development, exhibitions, licensing and commercial contracting. Each such activity remains subject to its own applicable requirements.

Neither this clause nor the incorporation of the Company in Luxembourg constitutes regulatory approval or an exemption from applicable law.

13 Material risks

The physical asset is identifiable and documented, but an investment in its tokenization carries risks that require separate assessment.

Valuation and concentration. The USD 650 million appraisal is a dated expert estimate for a unique collection specimen. Comparable sales are limited, the methodology includes commercial assumptions, and the realised price may differ materially. The project relies on one asset, while most token holdings are concentrated in the restricted reserve allocation.

Custody and insurance. Loss, damage, deterioration or an incident during storage, transport or exhibition can impair the project. Insurance recovery depends on the actual coverage, exclusions and claims process; storage in a freeport does not remove these risks.

Commercial execution. Exhibition income, visitor demand, sponsorship and licensing collections depend on successful execution and counterparties. Unsigned agreements and forecast revenue are not available cash. Costs, cancellations or commercial underperformance can reduce the funds contributed to the pool.

Liquidity and loss. Pool settlement depends on its available balance, activation conditions and operative procedures. Conversion value may be below the purchase price, including zero where the pool has no available funds. The asset appraisal provides no automatic cash for settlement, and an organised secondary market is not guaranteed.

Protection schemes. EON is not represented as a bank deposit or a product covered by a deposit guarantee or investor compensation scheme. Such protection must not be inferred from Luxembourg incorporation, physical custody or the use of a blockchain.

Technical operation. Contract vulnerabilities, administrative-key compromise, faulty eligibility controls, wallet errors, network disruptions or unverified restrictions can affect transfers and settlement. A burn policy requires correctly implemented and verifiable execution. Technical and contractual remedies may differ.

Settlement assets. Payments in USDT expose the holder to the characteristics of that separate asset, including market, issuer, restriction and network risks. A USDT amount and its realised fiat-currency value should not be treated as unconditionally identical.

Rights and enforcement. Asset ownership by the Company does not alone establish the holder's claim against the issuer or Company, insolvency priority or an asset security interest. Those rights depend on the governing instruments and applicable law. Separate pool accounting does not itself create an insolvency-protected estate. Creditors, liens, custody claims, related-party arrangements and cross-border enforcement can affect recovery. Undocumented closure or suspension terms can also impair a holder's practical exit.

Regulation and change. Offering or operation may require authorisation, additional disclosures, transfer controls or changes in implementation. Mandatory mining, export, tax and financial-services rules remain relevant to the activities within their scope. Any material change to investor rights, pool rules or allocation policy requires appropriate documentation and disclosure.

14 Operating milestones

The current project position comprises an issued 650,000,000-token supply, Luxembourg ownership and management, Monaco Freeport storage, a dated expert appraisal, and a business plan for international exhibitions and related commercial activities.

The next operating milestones are completion of offering and asset-linked rights documentation; publication of the applicable implementation budget and technical disclosures; completion and disclosure of relevant security review; finalisation of exhibition, handling and insurance arrangements; public-sale completion; and the launch of exhibition activities. Pool settlement activation follows the specific conditions in Annex I, rather than a separate speculative price milestone.

Later development includes additional exhibitions, sponsorship and licensing agreements, reporting of actual commercial performance and, if completed under its own terms, the proposed NFT programme. Venue schedules and commercial launch dates are announced when confirmed, with progress reported against the relevant operating milestones.

The long-term objective remains the original project: preserve the emerald, present it internationally, develop its commercial value and connect that activity with a controlled EON participation model. The separate pool gives the public capital-raising allocation a defined settlement mechanism while the asset and exhibition programme retain their original scope.

Annex I Parallel Liquidity Pool

I1 Purpose and token cap

The implemented EON pool funds and settles the public-sale allocation alongside the core tokenization, with separate contractual rules, accounts or wallets, records and pricing. Settlement access follows I2; live deployment, the official interface and current operational status require the disclosures in I6.

The pool's token limit is 15,000,000 EON from the already issued 650,000,000. It accepts eligible public tokens under its rules. The restricted 635,000,000 reserve tokens are excluded, including tokens transferred between reserve-participation wallets. No additional issuance or admission of the reserves is permitted under this model.

The cap is a lifetime allocation limit for this mechanism. Burns permanently reduce the eligible count; additional funding cannot restore burned tokens, expand eligibility or create a new 15,000,000-token allocation. The parallel structure is contractual and operational. It does not, by this description alone, establish a separate legal entity, trust, licensed exchange or protected insolvency estate.

Pool payments use actual available USDT and eligible public EON outstanding. The emerald's USD 650 million appraisal supports the core project's valuation; it is neither the pool balance nor a guaranteed payment.

I2 Funding sources and activation

Initial funding comes from surplus token-sale proceeds after the capital required for implementing the exhibition programme has been secured. The surplus must be identifiable from the relevant receipts, approved implementation budget and commitments. No predetermined seed balance is asserted before that reconciliation.

The recurring allocation is 10% of project revenue from exhibition admission, official merchandise, brand licensing, commercial partnerships and other related operating revenue streams. This is a revenue-based contribution, rather than the separate net-profit measure contemplated for NFTs. The operative revenue agreement must define the reporting entity, collection basis, deductions, transfer timing and responsible party. An unsigned contract value or forecast receipt is not already available pool cash.

The agreement must reconcile revenue recognition with actual collections, refunds, taxes and any expressly permitted adjustments. Operating costs must not be used to convert the disclosed 10% revenue contribution into an undisclosed percentage of net profit. Amounts due and amounts deposited require separate reporting, with a procedure for collecting overdue contributions.

The recurring contribution applies to the commercial operating revenue streams described here. Asset-sale or liquidation proceeds are addressed separately by the asset-realisation provisions in section 7 and the governing transaction documents.

Settlement activation requires both completion of the full presale distribution and the start of exhibition activities. Establishing or funding the pool can precede activation. Meeting one condition alone is not described as opening the settlement service. The current operational status and official interface must be communicated separately and accurately. These operational conditions apply together with the activity-specific requirements in section 12; they do not replace any legally required authorisation, notification or disclosure.

After activation, the model provides for continuous access, 24 hours a day, seven days a week, subject to available funds, network operation and the applicable technical and legal controls. Continuous availability is a service objective, rather than a promise that every transaction will execute immediately in all circumstances.

13 Eligibility and settlement procedure

A holder uses the official interface with a compatible wallet and submits eligible EON for a quoted settlement into USDT. Before confirmation, the interface should disclose the amount offered, the calculation time, expected payment, network, applicable costs and relevant restrictions. Successful settlement sends the quoted USDT to the holder's wallet and permanently burns the corresponding EON.

Payment and burn must be coordinated and evidenced by matching transaction records. An accepted request must be reconciled with the current available balance and eligible token count at execution so concurrent requests do not spend the same balance twice. A failed payment or unauthorised burn does not by itself constitute valid settlement or eliminate a lawful remedy. No atomic-execution or security certification is asserted without deployment evidence.

Pool eligibility must be traceable to the public allocation. The eligible count excludes reserve tokens, tokens not distributed under that allocation, and tokens already settled and burned. Wallet transfers do not create new eligibility, replenish the public allocation or circumvent the 15,000,000 cap. Any transfer of a public token must follow the applicable transfer and eligibility rules; an organised exchange market or unrestricted transferability is not established merely by this description.

The project model applies one formula to eligible public tokens. Different purchase prices do not create an automatic price floor, sequential settlement preference or special 30-day pool window. The 30-day period in section 11 concerns the separate proposed NFT purchase priority.

14 Conversion formula

Let L be the net USDT balance actually available for settlement, and P the number of eligible public EON still outstanding. For P greater than zero:

Conversion value per EON = L / P

For q eligible tokens settled at that quote, the gross payment is $q \times L / P$, subject to any expressly disclosed transaction costs and execution conditions. A dollar appraisal, an unsigned receivable and the restricted reserve holdings are excluded from this calculation.

For example, if the pool holds USDT 10,000,000 and 15,000,000 eligible EON remain outstanding, the calculated gross conversion value is USDT 0.6666667 per EON, approximately USDT 0.6667. This is a worked example of the formula, not a statement of the current balance or a projected return.

With no available funds, conversion value is zero. With P equal to zero, no eligible tokens remain and the formula no longer applies. Residual funds require reconciliation under the pool agreement, which must identify their lawful beneficiary; no recipient is assigned here.

15 Payments and token burns

Settlement has two simultaneous effects: the pool pays USDT, and the settled public EON are permanently removed from outstanding supply. With no other transactions or charges, settling q tokens reduces L to $L - q \times L / P$ and P to $P - q$. For a partial settlement, the remaining L / P ratio is unchanged.

In the example above, settling 1,500,000 EON pays USDT 1,000,000 and leaves USDT 9,000,000 against 13,500,000 eligible EON. The gross conversion value remains USDT 0.6666667. If a further USDT 1,350,000 of revenue contribution is then deposited, the balance becomes USDT 10,350,000 and the ratio becomes approximately USDT 0.7667 per EON.

This explains the pool's economic discipline. New net funding can increase the available amount per remaining eligible token; burn alone does not produce that increase when the corresponding cash is

paid out. Fees, losses, restrictions, replenishment timing and actual revenue affect the resulting balance. Appreciation is not automatic.

Burns reduce EON outstanding across the project. If B public tokens have been burned, all EON outstanding equal $650,000,000 - B$, while the public pool count is the eligible distributed public allocation remaining after those burns. The reserve allocation stays at 635,000,000 unless a separately documented permitted reserve transaction changes its distribution. Total outstanding supply reaches 635,000,000 only if all 15,000,000 public tokens are actually burned.

I6 Pool resources and reporting

The governing agreement must identify the pool accounts or wallets, their legal owner, permitted uses and access authorities. Resources allocated to the pool require separate accounting from exhibition working capital and reserve-token holdings. Any permitted expenses, withdrawals or adjustments must be disclosed and reflected in the balance used for settlement. Accounting separation is not represented as legal segregation against creditors unless the operative structure establishes that protection.

Reporting covers eligible public tokens, settled amounts, verified burns, available USDT, deposits, pending obligations, disclosed costs and the basis for each 10% contribution. Project accounts support off-chain revenue; transaction records support on-chain movements. The original token address alone does not verify the pool contract, its permissions or its balance. The official interface, addresses, control arrangements and relevant security reviews must accompany operational disclosure.

I7 Enforceability and service continuity

The operative issuer, Company, pool and revenue agreements must identify the parties responsible for funding, calculation and payment, in their correct capacities, and expressly establish the holder's enforcement route. Section 7 explains why a corporate commitment alone does not confer claims against every participant.

Suspension procedures must state the authorised decision-maker, permitted security, network or legal grounds, notice arrangements and restoration process. They must preserve settlement records and accrued claims, subject to mandatory law. Access controls cannot be used to bypass the cap, admit reserves or alter the formula outside the lawful amendment procedure. Changes require the approvals and, where applicable, holder consents established by the agreements.

The sale and pool terms must address a failure to meet activation conditions and any applicable cancellation, refund or continuation rights. No additional repayment guarantee or invented completion deadline is established here. Mandatory withdrawal and redemption rights retain the separate effect described in section 12.

I8 Asset realisation and pool closure

The model does not set a guaranteed date for settling every public token. An asset sale or Company liquidation does not automatically mean all public EON have been paid and burned. A closing reconciliation must distinguish completed pool settlements, continuing eligible balances and any net asset-realisation distribution under section 7. Lawfully settled and burned balances cannot claim again for the same surrendered participation.

The operative closing terms must specify the treatment of remaining eligible tokens, residual cash, contributions due, outstanding requests and legally prior claims. They must identify the responsible entity and any lawful residual beneficiary, with the applicable notices and enforcement procedure. No residual balance is assigned to the reserve holders or management merely by implication. Pool closure cannot retrospectively erase an accrued obligation or a mandatory right.

Annex II Sources and diligence documents

The principal technical references are Sena's Mineral Specimen Report SPBRA 2020/1258 of 18 March 2020 and Rodi's Quality Analysis and Appraisal Report of 23 January 2024, particularly its valuation statement, specimen assessment and valuation-factor methodology. The Company's corporate information sheet of 29 September 2026 records its current identity, asset ownership, directors and 516 kg project reference. The legal opinion of 19 March 2026 concerns the documentary chain within its stated scope. The export file includes the fiscal and DU-E records identified in section 3.

The project documentation also includes the Tokenization Authorization Resolution dated 10 March 2026 and the tripartite asset-rights transfer and contribution file dated 7 September 2026. They describe the intended asset linkage, corporate approvals and legal implementation. An unsigned authorisation or transfer form is not proof of its adoption or completion; diligence must establish the executed instruments and actual completion record.

The investor document package should establish the following matters, with confidential details disclosed through authorised diligence:

Document group	Matters to establish
Company and title	Current corporate registration, articles, authorised signatories, asset transfer and perfection, relevant prior rights and encumbrances
Provenance and custody	Mining and origin chain, export completion, admission and custody receipt, asset identity and condition, current insurance scope
Issuer and holder rights	Actual issuer and seller, subscription terms, enforceable Company linkage, asset-realisation entitlement, law, forum and remedies
Parallel pool	Named operator and funding obligors, 15,000,000 cap, surplus budget, 10% revenue basis, accounts, activation, settlement, suspension and closure
Financial and technical records	Sale collections, implementation budget, revenue reconciliation, token and pool addresses, permissions, burns and security-review scope
Offering and compliance	Classification, authorised markets and providers, applicable filing or exemption, mandatory purchaser rights, AML and privacy procedures

Access to confidential documents is subject to appropriate authorisation. Listing a category does not certify execution, coverage, regulatory status or legal effect. Investors should assess the actual instruments, rather than infer those matters from the appraisal or token balance.

RWA means real-world asset. Original issuance means the 650,000,000 EON already created. Outstanding supply excludes permanently burned tokens. Public allocation means the capped 15,000,000-token capital-raising allocation. Restricted reserve means the 635,000,000-token allocation excluded from pool settlement. Pool conversion value means the available USDT balance divided by eligible public EON outstanding. Appraisal reference means the expert's dated estimated asset value, with its stated methodology and limitations.

Project enquiries and authorised diligence requests: contact@eonemerald.com

Project website: eonemerald.com

ANNEX III — TOKEN ISSUANCE AND ADMINISTRATIVE CONTROL

1. Third-party platform and EON management

The EON Token was issued on Polygon through a third-party token issuance platform. The underlying smart contract was not developed by EON EMERALD HOLDING S.à r.l. (the “Company”).

Management of the EON project and corporate authority over token administration rest with the Company. Technical providers and authorised wallet operators must act within the Company’s documented mandates. Their technical involvement does not confer independent corporate decision-making authority.

2. Administrative functions

The deployed smart contract includes the following privileged functions:

Mint: Authority over the mint function, including decisions concerning its technical administration, is reserved exclusively to EON EMERALD HOLDING S.à r.l. No third-party platform, developer, service provider or technical operator is authorised to exercise this function or change its administration or control arrangements independently of the Company. Any technical action requires the Company’s express prior written authorisation and must remain within its documented instructions.

Pause and unpause: addresses holding the pauser role can suspend and resume token transfers and appoint additional pausers.

Owner-directed burning: the contract owner can invoke `burnFromByOwner` to burn tokens from a wallet without obtaining the holder’s on-chain allowance.

These technical permissions attach to the owner and pauser addresses recorded on the blockchain. They are distinct from the Company’s corporate authority and the contractual conditions governing their exercise. Management policies do not, by themselves, disable these functions in the deployed contract.

3. Conditions governing use

The Company shall exercise administrative authority consistently with the governing project documents, applicable law and enforceable holder rights. Any minting must comply with the existing issuance policy and applicable corporate approvals.

Owner-directed burning shall be permitted only to implement a settlement or correction expressly authorised by the affected holder, or to comply with a binding court order or mandatory legal requirement specifically requiring cancellation. Each intervention must have a documented basis and corporate authorisation, with notice to the affected holder unless legally prohibited or incompatible with a binding requirement for immediate execution. A burn does not itself establish payment or extinguish accrued contractual claims.

Pausing shall address documented security incidents, material operational failures or applicable legal requirements. The Company shall review the grounds for suspension and arrange restoration when those grounds cease.

4. Approved Issuance Cap, Corporate Control and Verification

EON EMERALD HOLDING S.à r.l. (the “Company”) has formally approved a maximum aggregate issuance of **650,000,000 (six hundred and fifty million) EON Tokens**. This cap is binding on the Company and all persons acting on its behalf. No additional issuance beyond this limit is authorised.

Tokens permanently burned through completed settlement shall not be reissued, and such burns shall not create capacity for further issuance.

Exclusive corporate authority over token administration rests with the Company, acting through its governing body and duly authorised directors. Administrative signing authority is exercised through a multisignature arrangement comprising authorised members of the Company's internal project management. Administrative actions must satisfy the applicable signing requirements and corporate approvals established by the Company. No external platform, developer, service provider or technical operator has independent authority to exercise administrative functions, change control arrangements or authorise technical changes. Any technical services must remain within the Company's express prior written instructions.

The approved issuance cap constitutes a corporate commitment. The corresponding technical enforcement measures will be implemented under the Company's authority, consistently with the administrative framework described in Clause 2 of this Annex. Implementation of those measures does not permit any departure from the approved cap or the Company's obligations to token holders.

The Company remains responsible for verifying administrative permissions and maintaining the supporting corporate and technical records. These records shall identify the relevant owner and pauser addresses, the persons authorised to act for the Company, and the applicable signing arrangements. Verification of issuance, burning, pauses and resumptions shall be supported by dated, block-referenced blockchain records. The supporting reports and operational procedures shall be documented separately, with verified information and material changes disclosed through the project's official channels as required by the governing documents and applicable law.

Any transfer, restriction or renunciation of administrative permissions requires the Company's approval and appropriate evidence of implementation. Ownership and pauser permissions shall be assessed separately, and no change shall be represented as technically effective before its execution has been verified.

These arrangements preserve the Company's management authority and the approved issuance cap without altering the commercial allocations or economic rights established elsewhere in the governing project documents.

Verified runtime source code and ABI: <https://polygonscan.com/token/0x6902Bf0fF07c89d15f29ABF152C794233Ba79607#transactions>

Project enquiries and authorised diligence requests: contact@eonemerald.com

Project website: eonemerald.com