Norwegian Block Exchange

USDM EU Issuer White Paper

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This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union. The issuer of the crypto-asset is solely responsible for the content of this crypto-asset white paper.

Statement

The management body of Norwegian Block Exchange confirms that this crypto-asset white paper complies with Article 51 of Regulation (EU) 2023/1114 and, to the best of the knowledge of the management body, the information presented in this crypto-asset white paper is complete, fair, clear and not misleading and that this crypto-asset white paper makes no omission likely to affect its import.

Summary

- This summary should be read as an introduction to the crypto-asset white paper.
- You should base any decision to purchase USDM on the content of the crypto-asset white paper as a whole and not on this summary alone.
- The offer to the public of USDM does not constitute an offer or solicitation to purchase financial instruments and any such offer or solicitation can be made only by means of a prospectus or other offer documents pursuant to the applicable national law.
- This crypto-asset white paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 or any other offer document pursuant to Union or national law.
- Holders of USDM issued by NBX within the EEA have a right of redemption at any time and at par value. Conditions and processes for redemption of USDM, including issuer-of-record verification, are detailed in this White Paper.

USDM is a USD-denominated e-money token maintaining a 1:1 value relationship with the US dollar on the Cardano blockchain. Within the EEA, USDM is issued solely by Norwegian Block Exchange AS (NBX) as an authorised e-money institution and crypto-asset service provider; NBX is solely responsible for USDM issued in the EEA. USDM is also issued, separately and independently, outside the EEA by Moneta Digital LLC (Moneta). The two issuances are legally and economically distinct: each issuer holds its own segregated 1:1 reserve, each is solely responsible for redemption of the USDM it issues, and there is no cross-liability or cross-coverage between the reserves. Minting and redemption on the Cardano blockchain rely on an independent third-party reserve-verification oracle. Reserves backing USDM issued by NBX are held in the EU NBX USDM Reserve, in segregated bank accounts, money market funds and other eligible safe, low-risk and highly liquid assets. NBX complies with Regulation (EU) 2023/1114 (MiCA) and applicable e-money regulation, ensuring holders’ right to redeem USDM issued by NBX for USD while maintaining financial stability and customer protection.

Please note:

- USDM is not covered by the investor compensation schemes under Directive 97/9/EC.
- USDM is not covered by the deposit guarantee schemes under Directive 2014/49/EU.
- Any significant new factor, any material mistake or any material inaccuracy that is capable of affecting the assessment of USDM shall be described in a modified crypto-asset white paper, notified to the competent authority and published on NBX’s website.

Amendment notice

This modified version of the USDM White Paper (Article 51(12) of Regulation (EU) 2023/1114 (MiCA)) updates the document to: (i) describe NBX and Moneta as two legally and economically separate, parallel issuers, with NBX solely responsible for USDM issued in the EEA and no cross-liability or cross-coverage between the reserves (removing prior “co-issuer” language); (ii) apply the reserve naming convention (EU NBX USDM Reserve / Moneta USDM Reserve; collectively the “USDM Reserves”); (iii) describe the reserve-verification oracle in provider-agnostic terms, with the current provider recorded in NBX’s DORA ICT third-party register; (iv) align the redemption mechanics with NBX’s EMT Issuance & Redemption Policy and SOP, including the “no transfer, no redemption” rule for USDM issued by Moneta, applied and enforced unilaterally by NBX; and (v) revise the description of a discontinuation of issuance. The amendments do not alter the fundamental characteristics of USDM.

1 Introduction

USDM is a USD-backed e-money token. Within the EEA it is issued by Norwegian Block Exchange AS (NBX) under its Norwegian e-money institution authorization and in accordance with applicable EEA passporting and MiCA notification requirements. The token is designed for use on the Cardano blockchain, ensuring a 1:1 peg to USD through secure reserves held in compliance with regulatory requirements.

NBX ensures full segregation of client funds, with separate accounts established to safeguard the EU NBX USDM Reserve as per Norwegian financial regulation.

1.1 Definitions

USDM: The US dollar-backed electronic money issued either by Norwegian Block Exchange AS (NBX) within the European Economic Area (EEA) or by Moneta Digital LLC outside the EEA. USDM issued by NBX and USDM issued by Moneta constitute legally distinct issuance obligations, each backed 1:1 by separate and independently held reserves. NBX is solely responsible for the issuance, maintenance and redemption of USDM issued within the EEA and backed by the EU NBX USDM Reserve. Moneta is solely responsible for the issuance and redemption of USDM issued outside the EEA and backed by the Moneta USDM Reserve. No cross-liability exists between the EU NBX USDM Reserve and the Moneta USDM Reserve.

Minting: The process of creating new USDM tokens, subject to strict verification and reserve-management protocols to ensure that each USDM token is fully backed by an equivalent USD value in the applicable reserve (for USDM issued by NBX, the EU NBX USDM Reserve).

Redemption: The process by which holders of USDM can exchange the tokens for USD.

USDM in Circulation: The total amount of USDM across all addresses (UTXOs) at a given block height on the Cardano blockchain. For the purpose of NBX’s 1:1 reserve backing, the relevant measure is USDM issued by NBX and held by parties other than NBX (“externally-held NBX-issued USDM”). USDM held by NBX itself — including USDM that has been redeemed but not yet burned — is not a redemption liability and is not counted towards the reserve-backing requirement.

USDM Reserves: A collective term for the EU NBX USDM Reserve and the Moneta USDM Reserve, each consisting of bank accounts, money market funds and other eligible assets held respectively by NBX and Moneta to fully back the USDM they each issue. USDM issued by NBX is backed 1:1 in the EU NBX USDM Reserve and under NBX’s custody. USDM issued by Moneta is backed 1:1 in the Moneta USDM Reserve and under Moneta’s custody. The two reserves are separate; there is no combined or pooled USDM reserve.

Platform: The digital infrastructure and services provided by NBX for trading, issuing and redeeming USDM.

Account money: The client's fiat currency stored on the NBX platform, secured on a segregated client account.

Reserve-verification oracle: An independent third-party oracle system on the Cardano blockchain that attests, before minting is permitted by the smart contract, that the value of the reserve backing the relevant USDM issuance is equal to or greater than the USDM in circulation for that issuer after the mint. For USDM issued by NBX, the attestation concerns the EU NBX USDM Reserve. The oracle provides data only; it does not initiate, approve or sign transactions. The identity of the current oracle provider is recorded in NBX's DORA ICT third-party register and may change over time; a change of provider does not alter the control described here.

2 The issuer of USDM

Within the EEA, USDM is issued solely by Norwegian Block Exchange AS (NBX). NBX is solely responsible for issuing, maintaining and redeeming USDM in the EEA in accordance with MiCA. Moneta Digital LLC (Moneta) issues USDM separately and independently outside the EEA and is not an issuer of, and bears no responsibility for, USDM issued in the EEA. NBX and Moneta are two legally and economically distinct, parallel issuers; there is no co-issuance, cross-liability or cross-coverage between them.

2.1 About NBX

Name of issuer: Norwegian Block Exchange AS (NBX)

Legal form: Limited Liability Company (Limited Liability Companies Act)

Listing: Publicly listed on Euronext Growth, Oslo Børs

Organisation number: 920 245 676

LEI: 5493004WNVZP9EMYI834

Business address: Arnstein Arnebergs vei 30, 1366 Lysaker, Norway

Contact number: +47 91 92 17 81

Contact email address: notifications@nbx.com

Chairman of the board: Nils Sundling

Chief Executive Officer: Stig Aleksander Kjos-Mathisen

Conflict of interest disclosure: No conflicts of interest have been identified as of today in relation to the issuance of USDM.

NBX is authorised as an e-money institution under the Act on financial institutions and financial groups 2015 §§ 3-2 cf. § 2-11, and as a crypto-asset service provider (CASP) under MiCA. NBX provides services in the EEA in accordance with applicable passporting and MiCA cross-border notification procedures.

Competent Authority: Finanstilsynet (the Financial Supervisory Authority of Norway).

2.2 About Moneta

Name of issuer: Moneta Digital LLC

Legal form: Limited liability company organised under the laws of Delaware, United States.

Business address: 1281 Win Hentschel Blvd, Suite 1300, 47906 West Lafayette, IN, USA

Contact number: +1-203-632-9807

President of Moneta Digital LLC: Jillian Plomin

Competent authority and registration: Moneta Digital LLC is registered with the Financial Crimes Enforcement Network (FinCEN) as a Money Services Business. FinCEN MSB Registration number 31000327040139. Moneta is not subject to MiCA and is not an issuer of USDM in the EEA.

3 USDM Overview

3.1 Definition and characteristics of USDM (e-money token)

USDM is fully backed by an equivalent amount of USD-denominated assets held in segregated accounts with regulated financial institutions, separate from the issuer's corporate funds, on behalf of and for the benefit of USDM holders. USDM issued by NBX is backed 1:1 by the EU NBX USDM Reserve, held by NBX; USDM issued by Moneta is backed 1:1 by the Moneta USDM Reserve, held by Moneta. This means that for every USDM issued by NBX and remaining in circulation, NBX holds one USD or an equivalent amount of USD-denominated assets in the EU NBX USDM Reserve; the same applies, separately, to Moneta and the Moneta USDM Reserve.

Although USDM may circulate on the same blockchain network and share a common asset identifier, each unit of USDM is traceable to its issuing entity through internal issuance controls and reconciliation mechanisms. The issuance origin determines the applicable reserve backing and the entity responsible for redemption. The EU NBX USDM Reserve exclusively backs USDM issued by NBX, and the Moneta USDM Reserve exclusively backs USDM issued by Moneta.

As a minimum, the EU NBX USDM Reserve is independently reviewed by an external auditor annually, providing confirmation that it matches or exceeds the USDM in circulation issued by NBX. USDM is not designed to create returns for holders, increase in value, or otherwise accrue financial benefit to USDM holders.

3.2 How USDM operates on the Cardano blockchain

Minting and burning. USDM is issued and burned as a Cardano Native Token (CNT) through a smart contract that only allows minting and burning when signed by controllers under certain conditions. The specific elements of these conditions can be altered by initiating a protocol change using a 5-of-7 multi-signature governance action from a Cardano address holding an owner non-fungible token (NFT):

1. For minting, the reserve-verification mechanism must calculate at least a 1:1 ratio of USD:USDM after considering the impact of the mint transaction. This mechanism compares the reserve value reported by the reserve-verification oracle against the minting amount plus the total USDM outstanding. The total outstanding is contained in a datum on the "counter UTXO".
2. The transaction must be properly constructed. It must properly "spend" the counter UTXO to add (mint) or subtract (burn) the minted or burned amount from the counter-UTXO datum. The signature must come from an address holding a controller NFT as evidence of control to sign minting and burning transactions.
3. Any input UTXOs must not contain USDM.
4. For minting, the destination address for the mint transaction must be a specific address as defined by the smart contract.
5. The protocol must not be in a lockdown state. This fifth condition is a failsafe to prevent minting or burning if the protocol has been compromised in some way.

Transactions. USDM does not use smart contracts to be transferred on the Cardano network; this is done natively with the UTXO model of the ledger, and USDM can be sent to any Cardano address when paying a transaction fee in ADA. Transfer logic cannot be customised, there are no special transfer fees set by a smart contract, transfers are tracked by the Cardano blockchain itself, and there is no risk of integer over/under-flow vulnerabilities from smart-contract errors. New technical standards (e.g. Babel fees) may in future allow transaction fees to be paid in user-defined tokens such as USDM, but this is not a current capability of the Cardano blockchain.

USDM identification on the Cardano blockchain. USDM official Policy ID: c48cbb3d5e57ed56e276bc45f99ab39abe94e6cd7ac39fb402da47ad. The USDM asset name is 0014df105553444d, with asset fingerprint asset12ffdj8kk2w485sr7a5ekmjjdyecz8ps2cm5zed.

4 The offer to the public of USDM

4.1 Offer to the public

This White Paper concerns the offer to the public, within the EEA, of USDM issued by NBX, including the availability of USDM on crypto-asset trading platforms that may admit USDM to trading and/or provide crypto-asset services in relation to USDM such as custody and the sale or purchase of USDM against legal tender or other crypto-assets. USDM issued by Moneta outside the EEA is governed by Moneta’s own terms and regulatory framework and is not the subject of this White Paper except where expressly stated.

4.2 Customer verification for minting and redeeming USDM

Only verified and fully onboarded customers of NBX have access to mint or redeem USDM on the NBX platform.

4.3 Minting

NBX may, at its sole discretion, use an internal USDM liquidity pool to provide a smooth and fast user experience when minting. Whether the liquidity pool is used, or actual blockchain-based minting is performed, depends on internal platform logic and available reserves. Customers may fund their USDM purchases using USD account money or, where applicable, other fiat currencies or digital assets converted into USD at prevailing NBX platform exchange rates. NBX may suspend minting in certain circumstances, including in response to regulatory interventions.

Minting process on the NBX platform. When a customer chooses to buy USDM on the NBX platform:

1. USDM mint request: the customer initiates a minting request by selecting the desired amount of USDM.

2. Liquidity-pool assessment and minting: NBX first assesses the availability of USDM in its internal liquidity pool. If the pool balance is insufficient, NBX initiates a minting transaction and the customer’s account is debited in USD (or converted equivalent). A matching amount of USD is transferred from a segregated NBX platform account to the EU NBX USDM Reserve, maintaining the required 1:1 backing. Minting is only permitted if the reserve balance equals or exceeds the USDM to be issued, as validated by the reserve-verification oracle. If sufficient USDM is available in the pool, the customer’s account is debited and USDM is drawn from the pool; the total supply of USDM and the balance of the EU NBX USDM Reserve remain unchanged.

3. USDM token provision: the requested amount of USDM is credited to the customer’s NBX account. These tokens are fully transferable on the Cardano blockchain.

Minting through Moneta. Because the minting and burning smart contracts are owned and co-controlled by Moneta (see Section 6.2), the execution of a mint transaction requires Moneta’s participation. NBX constructs and signs a minting transaction based on current issuance needs; this transaction is transmitted to Moneta, which applies the required co-signature, completes the minting and delivers the USDM to NBX’s designated Cardano address. This signing arrangement is an operational step relating to the shared smart contract; it does not make Moneta an issuer of, or responsible for, USDM issued by NBX in the EEA. The full issuance flow when minting through Moneta involves: (1) NBX issues a “mint” instruction to Moneta via secure API (for a specific amount or a daily issuance cap); (2) NBX simultaneously transfers the corresponding USD to the EU NBX USDM Reserve; (3) NBX transmits transaction details for the USD transfer to Moneta for verification;

(4) once Moneta validates the reserve-funding evidence and/or applicable reserve-verification data, it applies its co-signature and delivers the USDM to NBX's registered Cardano address.

4.4 Redemption

Holders of USDM issued by NBX have the right to redeem at any time and at par, subject to completion of applicable AML checks. Before executing any redemption, NBX verifies the issuer of record of the USDM presented — NBX-issued or Moneta-issued — identified at UTXO level by reference to the mint transaction. The applicable process depends on that determination.

Branch A — USDM issued by NBX (EEA issuer of record)

Customers redeem by transferring USDM to NBX and receive the equivalent amount at par in USD account money (or, where applicable, a converted equivalent from other fiat currencies or digital assets at prevailing NBX rates), funded from the EU NBX USDM Reserve. NBX first assesses the USD liquidity available within its internal liquidity pool. If liquidity is insufficient, NBX initiates a burn transaction to permanently remove the redeemed USDM from circulation, debits the customer's USDM balance, and transfers an equivalent amount of USD from the EU NBX USDM Reserve to the platform account used for customer balances. If sufficient USD liquidity is available, the customer is credited directly with USD account money and the equivalent USDM is absorbed into NBX's internal holdings; in this case neither the circulation of USDM nor the EU NBX USDM Reserve is affected. Where redeemed USDM is not burned (see Sections 6.2 and 8.1), it is retained by NBX in a controlled address and permanently withheld from circulation; such NBX-held USDM is not a redemption liability and is not counted towards the reserve-backing requirement.

Branch B — USDM issued by Moneta (non-EEA): "no transfer, no redemption"

Where USDM identified as issued by Moneta (minted outside the EEA) is presented to NBX for redemption, NBX applies the absolute rule "no transfer, no redemption": NBX does not execute the redemption, and does not advance any funds from the EU NBX USDM Reserve — even temporarily — until the corresponding amount in settled USD has been received from the Moneta USDM Reserve. Only once those settled funds have been received does NBX complete the redemption to the client, funded by the settled USD received from Moneta — not from the EU NBX USDM Reserve. Redemption timing for Moneta-issued USDM is therefore contingent on receipt of the inter-reserve transfer. This rule is set out in NBX's EMT Issuance & Redemption Policy and SOP and is applied and enforced unilaterally by NBX, independently of Moneta; NBX and Moneta can identify the origin of USDM units at UTXO level by following the mint transaction and subsequent on-chain history. Accordingly, redemption of Moneta-issued USDM creates no liquidity exposure for the EU NBX USDM Reserve, which is never used, even temporarily, to cover USDM issued by Moneta.

Operational or external disruptions, including blockchain disruptions, may temporarily delay redemption processing, but do not extinguish the holder's redemption right. Restrictions on or suspension of redemptions may be applied only in accordance with NBX's Recovery Plan, NBX's Redemption Plan, Applicable Laws, or a direction or decision of Finanstilsynet. Save for such circumstances, redemption of USDM issued by NBX is not paused.

4.5 Supply

The supply of USDM is not limited to any fixed amount within its minting smart contract; there is no limitation on the number of USDM that may be offered to the public or admitted to trading.

As of 22 June 2026, the total on-chain USDM supply across both issuers was approximately 12.25 million USDM (indicative, based on public on-chain data), of which approximately 3.87 million was issued (net) by NBX in the EEA and approximately 8.38 million by Moneta outside the EEA. NBX's redemption obligation and reserve requirement relate exclusively to USDM issued by NBX. For current figures on circulating supply, balances and periodic issuance and redemption, see NBX's public USDM dashboard.

4.6 Trading platforms

USDM is currently listed for trading on the NBX platform. NBX is authorised as a crypto-asset service provider under MiCA and as an electronic money institution in Norway. The following trading pairs are available: ADA/USDM, PALM/USDM, HOSKY/USDM, BTC/USDM, USDM/EUR and USDC/USDM. NBX reserves the right to add or remove trading pairs at its sole discretion based on factors such as market demand, liquidity or regulatory requirements. The addition or removal of a trading pair does not affect USDM holders' rights to redeem their tokens for fiat currency, nor the minting or burning process, which NBX will continue to honour for as long as it acts as issuer within the EEA.

Outside the NBX platform, USDM is not currently supported by other major global regulated digital-asset service providers operating in the EEA. However, as a Cardano Native Token, USDM may be traded on decentralised exchanges (DEXs) within the Cardano ecosystem, including but not limited to Wingriders, Minswap, Sundaeswap, VyFi, Genius Yield, Splash and Satrunswap. Trading on decentralised platforms occurs independently of NBX and such platforms are not subject to the same regulatory oversight within the EEA.

4.7 Jurisdiction

The offer to the public of USDM in the EEA shall be governed by and interpreted in accordance with the laws of Norway (the "Applicable Laws").

4.8 Competent Court

Any dispute concerning the offer to the public of USDM in the EEA shall be brought exclusively before the District Court of Ringerike, Asker and Bærum (Ringerike, Asker og Bærum tingrett), Norway, except where prohibited by Applicable Laws.

5 The rights and obligations attached to USDM

5.1 Holders' rights and obligations

USDM issued by NBX is an EMT subject to MiCA and Applicable Laws. Under these rules, an EMT is a type of crypto-asset that purports to maintain a stable value by referencing the value of one official currency. Holding USDM does not provide rights other than those set out in this White Paper, MiCA and Applicable Laws.

USDM holders understand that sending USDM to another address transfers to the owner of that address, and any subsequent holder, the applicable right to redeem USDM against the relevant issuer of record, subject to eligibility, issuer-of-record verification, AML checks and the redemption procedures described in this White Paper. USDM transactions are not reversible; once USDM is sent to an address, holders accept the risk that they may lose access to, and any claim on, that USDM indefinitely or permanently (for example, an address entered incorrectly, a lost private key, or an address held by an entity that will not return the USDM or requires prior identity verification). Except as required for issuer-of-record verification, redemption processing, AML/CFT controls or Applicable Laws, NBX is not obligated to track, verify or determine the provenance of USDM balances for holders.

Holders of USDM issued by NBX within the EEA have a legal claim against NBX as the EU issuer of such USDM. These holders are entitled to request redemption of USDM issued by NBX from NBX at any time and at par value, subject to successful completion of applicable Anti-Money Laundering ("AML") checks. NBX's redemption obligation applies exclusively to USDM issued by NBX and backed by the EU NBX USDM Reserve. Holders of USDM issued by Moneta are entitled to redemption from Moneta in accordance with Moneta's applicable terms and regulatory framework.

AML checks on redemption include: collection of relevant Know Your Customer documents; verification of identity and screening against international sanctions lists; verification of bank details; and AML department validation.

While NBX may hold the EU NBX USDM Reserve in interest-bearing accounts or other yield-generating instruments, USDM holders acknowledge that they are not entitled to any interest or other returns earned on such funds. USDM does not itself generate any interest or return; it represents only the right to redeem USDM for an equivalent amount of USD as provided in this White Paper. Holding USDM will not result in the creation of any lien on any property, asset or revenue of NBX, or any shareholding or ownership interest in NBX or its affiliates.

By holding, using or accessing USDM, holders represent and warrant that: they hold and use USDM in compliance with this White Paper and Applicable Laws; they are at least 18 years old, are not a Restricted Person (as defined in the NBX USDM Terms of Service) and are not holding USDM on behalf of a Restricted Person; and they will not use USDM for any illegal activity. NBX reserves the right to block USDM addresses it determines, in its sole discretion, may be associated with illegal activity or activity that otherwise violates the NBX USDM Terms of Service and/or this White Paper ("Blocked Addresses"). NBX may freeze USDM sent to or received from a Blocked Address, report suspected illegal activity to law enforcement, and comply with legal orders from a valid government authority requiring it to freeze USDM and/or surrender associated USD held in segregated accounts.

USDM holders shall hold and use USDM exclusively for their own account and shall in no case be considered nominees or agents of NBX unless otherwise expressly agreed in writing. NBX's liability is limited to what is expressly provided in Applicable Laws and this White Paper. To the full extent permissible by Applicable Laws, NBX disclaims all warranties, express or implied, and shall not be liable for any damages of any kind arising from the use of USDM.

5.2 Amendments on rights and obligations

The rights and obligations associated with USDM applicable to EEA holders are available in the NBX USDM Terms of Service on NBX's website. NBX may amend these from time to time and will inform customers through amendments to this White Paper or the NBX USDM Terms of Service, or through another valid channel of communication. As provided by Article 51 of MiCA, any significant new factor, material mistake or material inaccuracy capable of affecting the assessment of USDM will be described in a modified version of this White Paper, notified to the competent authority and published on NBX's website, except where such modifications relate to NBX's implementation of its Recovery Plan or Redemption Plan (see Sections 5.4 and 5.5).

5.3 Insolvency

NBX has implemented high standards for safe and sound financial management. In situations of financial duress or economic uncertainty, NBX has established contingency plans to prevent any impact on its activities, including the issuance of USDM, or the rights of USDM holders. Where NBX is unable to fulfil its obligations, or in the event of insolvency, the EU NBX USDM Reserve is duly protected in compliance with Applicable Laws. In particular, the funds received in exchange for issuance of USDM by NBX are protected against any recourse by other creditors of NBX, including in the event of enforcement or insolvency proceedings against NBX. If such a situation were to occur, NBX will implement its Recovery and/or Redemption Plan to allow USDM holders to exercise their redemption rights, as further specified in Sections 5.4 and 5.5.

5.4 Recovery Plan

NBX has established a Recovery Plan in accordance with Article 55 of MiCA. The Recovery Plan has been adopted by NBX and submitted to Finanstilsynet as part of NBX's application for the extension of its authorisation. Depending on the circumstances under which it is triggered, NBX may impose one or more restrictions on the redemption of USDM. Holders will be informed on NBX's website and via their NBX account or another valid means. For instance, NBX may temporarily impose liquidity fees on redemptions; limits on the amount of USDM that can be redeemed on any working day (set at both aggregate and wallet levels); and/or suspension of redemptions as a last resort. These restrictions apply during periods of market stress; NBX will work to restore normal operating conditions in collaboration with Finanstilsynet.

5.5 Redemption Plan

In accordance with Article 55 of MiCA and EBA Guidelines EBA/GL/2024/13, NBX has established a Redemption Plan, which has been adopted by NBX and submitted to Finanstilsynet. The Redemption Plan is an operational plan to support the orderly redemption of USDM in circulation and also governs any orderly wind-down of NBX's USDM issuance, including the treatment of USDM whose holders do not come forward for redemption.

The Redemption Plan may be triggered upon a decision by Finanstilsynet if NBX is unable or likely to be unable to fulfil its obligations, including in the case of insolvency, resolution or withdrawal of NBX’s authorisation as an e-money institution. The processes will be established with a view to ensuring equitable treatment of all holders and protection of the right of redemption attached to USDM. If Finanstilsynet triggers implementation of the Redemption Plan, any individual claim under Section 5.1 will be suspended and NBX will commence the orderly redemption of all token holders in an equitable manner, in collaboration with Finanstilsynet. A notice will be published informing all USDM holders of the process and timelines, including the activation date and time, the minimum information necessary to file a redemption claim, where to file it, and the applicable time frame. Redemption requests will be subject to eligibility criteria described in the NBX USDM Terms of Service and further specified in the Redemption Plan, including identity, token holdings, AML/CFT compliance and bank account details.

5.6 Complaints & Disputes

Customer support. If you have a complaint, please first contact NBX at support@nbx.com or via the NBX Support Portal.

Description of the complaints-handling procedure. Holders can file a complaint by leaving a message at the contact number or through the customer support email address or NBX Support Portal. Upon receiving a complaint, a Customer Support Team member logs the case and escalates it to a Customer Support Manager, who reviews the details. If appropriate, all details are compiled and escalated to the Compliance Officer; Compliance then investigates the case and works towards closure and instructs all subsequent communications with the customer. The Customer Support Team remains involved throughout and acts as the first line of support and advocate for customers prior to any internal escalation.

Escalation: (1) Customer complaints — Customer Support Team → Customer Support Manager → Compliance Department; (2) fraud complaints — Customer Support Team → Customer Support Manager → Compliance Department; (3) technical issues — Customer Support Team → Tech Support → Tech Manager; (4) claim management — Customer Support Team → Customer Support Manager → CFO.

5.7 Protection scheme

Protection of the value of USDM. As a MiCA-compliant regulated e-money token, USDM issued in the EEA is fully backed by an equivalent amount of USD-denominated assets held by NBX with regulated financial institutions in segregated accounts apart from NBX’s corporate funds, on behalf of and for the benefit of USDM holders (the EU NBX USDM Reserve).

Applicable law. The rights and obligations of EEA residents arising out of the use or ownership of USDM are governed by the laws of Norway.

Competent court. Any dispute concerning the rights and obligations of EEA residents arising out of the use or ownership of USDM shall be brought exclusively before the District Court of Ringerike, Asker and Bærum, Norway, except where prohibited by Applicable Laws.

6 The underlying technology

6.1 Distributed Ledger Technology

Distributed Ledger Technology ("DLT") is a digital system for recording transactions in which the transactions and their details are recorded in multiple places at the same time. Unlike traditional databases, distributed ledgers have no central data store or administration function; the ledger is decentralised and consensus is achieved through a process involving multiple nodes, each maintaining its own copy. The benefits include increased transparency, enhanced security, improved traceability and greater efficiency.

One of the best-known forms of DLT is a blockchain, a subtype characterised by a chain of blocks. Each block contains a list of transactions and is cryptographically linked to the previous block, so that data once recorded cannot be altered retroactively without altering all subsequent blocks. Blockchains also support smart contracts — used for USDM — to automate and enforce predefined transactions and logic through code. The open nature of blockchains such as Cardano promotes consumer choice and interoperability, allowing applications that follow the same technical standards to integrate without permission.

6.2 Protocols and Technical Standards

Moneta developed USDM on the Cardano blockchain and is the owner of the smart contracts that form the basis for USDM. USDM is created and destroyed on the blockchain using these smart contracts and a set of rules called the Minting Policy. On the Cardano blockchain, the ledger itself tracks USDM movements and token creation. In summary, these smart contracts constitute an automated system that generates new USDM when the necessary backing is in place and ensures that each USDM is fully backed:

- The Control Validator contract manages changes from the owner, such as upgrades to the smart contracts.
- The Count Validator contract keeps track of and regulates the USDM in circulation. It uses the reserve-verification oracle to verify that the total USDM after a minting matches or is less than the reserve backing the relevant issuance (for USDM issued by NBX, the EU NBX USDM Reserve).

Because the minting and burning smart contracts are owned and co-controlled by Moneta, NBX depends on Moneta's participation in order to mint and to burn USDM on-chain. This operational dependency does not affect a holder's right to redeem USDM issued by NBX at par: NBX can satisfy that right from the EU NBX USDM Reserve independently of Moneta (see Section 8.1). Where burning is not available, redeemed USDM is retained by NBX and withheld from circulation. NBX manages this ICT third-party dependency under its DORA ICT risk-management framework, and the current oracle and smart-contract arrangements are recorded in NBX's DORA ICT third-party register.

NBX does not have any ability or obligation to prevent or mitigate attacks or resolve other issues that might arise with the Cardano blockchain. Any such attacks or delays might materially delay or prevent USDM holders from sending or receiving USDM, and NBX shall bear no responsibility for resulting losses. In certain circumstances, including a copy or fork of the Cardano blockchain or the identification of a security issue, NBX may be forced to suspend all activities relating to USDM for an extended period (the "Downtime"), potentially with little or no warning.

NBX reserves the right to migrate USDM issued by NBX to another blockchain or protocol at its reasonable discretion, including for security, scalability or regulatory-compliance reasons. In such cases, USDM holders will be informed via the NBX website and provided with clear instructions on how to migrate their holdings. NBX shall not be liable for damages resulting from a holder's failure to complete such a migration within the specified timeframe. NBX may also issue USDM on additional blockchains in parallel with Cardano, enabling multi-chain issuance; in such cases holders will be provided with detailed information on supported networks, applicable issuance processes and any blockchain-specific redemption or operational considerations. This information will be disclosed in accordance with Article 51 and Annex III of Regulation (EU) 2023/1114 (MiCA) (in particular the disclosures on the underlying technology), either through a modified version of this White Paper or via a separate public notice published on the official NBX website and submitted to Finanstilsynet as required.

7 Risks

7.1 Issuer-Related Risks

Bankruptcy risk: the risk of NBX becoming insolvent as part of its activities, the failure of a bank, or other systemic financial risks that could affect the operations and financial solvency of NBX.

Operational dependency on Moneta (minting and burning): NBX relies on Moneta's participation in the shared minting and burning smart contracts, which are owned and co-controlled by Moneta. If cooperation with Moneta were disrupted or terminated, NBX would be unable to mint new USDM or to burn USDM on-chain. This does not affect NBX's ability to honour redemption of USDM issued by NBX at par from the EU NBX USDM Reserve (see Section 8.1). NBX manages this dependency under its DORA ICT third-party risk framework.

Conflict of interest risk: USDM is issued in a parallel-issuer structure, with NBX issuing within the EEA and Moneta issuing outside the EEA. Although NBX and Moneta cooperate under a coordinated operational framework, potential future conflicts of interest may arise, including: diverging commercial incentives in relation to issuance, redemption or pricing; operational disagreements affecting minting, burning or liquidity; strategic decisions by one issuer that may affect the token's stability, reputation or redeemability; and legal or regulatory action in one jurisdiction affecting the other. NBX has established internal controls, governance procedures and contractual frameworks to mitigate misalignment, but such risks cannot be eliminated entirely. Should a material conflict arise, NBX will act in accordance with applicable EEA law and prioritise its regulatory obligations under MiCA and national law, including the protection of EEA holders' rights.

Structural segregation (risk mitigation): the parallel-issuer structure operates with fully segregated reserves and distinct legal redemption obligations. The EU NBX USDM Reserve is not available to satisfy redemption claims relating to USDM issued by Moneta, and vice versa. Redemption of Moneta-issued USDM presented to NBX is settled only after prior receipt of settled funds from the Moneta USDM Reserve, a rule enforced unilaterally by NBX, thereby preventing liquidity contagion between issuer reserves.

Third-party risk: the risk arising from NBX's business relationships with third parties (such as banks providing safeguarding and settlement accounts). Third parties can elect to support USDM on their platforms without any authorisation or approval by NBX; such support does not imply endorsement, and NBX is not responsible for losses on non-NBX platforms.

Market risk: the risk that the EU NBX USDM Reserve includes assets not guaranteed to be readily saleable, so that exceptionally high redemption demand might prevent NBX from fulfilling all requests within the timeframe provided by the NBX USDM Terms of Service.

Risk of loss: the risk of loss caused by fraud, theft, misuse, negligence or improper administration of USDM or the EU NBX USDM Reserve.

AML/CTF risk: the risk that crypto-asset wallets holding USDM or transactions in USDM may be used for money laundering or terrorist financing purposes.

Personal data risk: the risk that personal data of NBX customers may be leaked or stolen due to a security breach.

Business and industry risk; legal and regulatory risk; internal control risk; ESG risk: risks arising from operating in a rapidly changing, fragmented and competitive industry; potential failure to comply with applicable laws and regulatory requirements; failure to maintain effective internal controls; and potential future environmental regulation affecting consensus mechanisms.

7.2 Token-Related Risks

Secondary-market price dislocation risk: the risk that the market value of USDM on secondary markets is not stable against the USD, caused by factors such as under-collateralisation or liquidity risk.

Risk of under-collateralisation: the risk that, due to fraud or mismanagement, the reserve backing the redeemability of USDM becomes lower than the outstanding quantity of USDM, likely causing a price dislocation and affecting NBX's ability to redeem at par or in a timely manner.

Liquidity risk: the risk that the reserve includes assets not readily liquidated, so that exceptionally high redemption demand might prevent NBX from fulfilling all requests within the timeframe provided.

Scam risk; taxation risk; legal and regulatory risk: risks of loss from scams or fraud by malicious actors; tax consequences depending on each holder's jurisdiction; and the fact that e-money tokens and crypto-asset services are unregulated in certain jurisdictions outside the EU, with a lack of global regulatory harmonisation.

7.3 Technology-Related Risks

Blockchain risk: the Cardano network may be subject to technical vulnerabilities and attacks leading to network disruption, transaction pauses, inability to transfer USDM, or unexpected liquidity movements.

Smart-contract risk: the smart contracts deployed to mint or burn USDM may be exposed to technical vulnerabilities that could lead to losses for holders. NBX's dependency on Moneta-owned smart contracts (Section 6.2) is a related ICT third-party risk.

Settlement finality / irreversibility; personal data risk; unanticipated risks: USDM transactions may be irreversible; personal data must be protected under the GDPR; and, as a relatively new technology, USDM may present additional risks that cannot be foreseen.

8 Mitigation measures

8.1 Mitigation measures concerning issuer-related risks

Bankruptcy risk: while there is no legal precedent, NBX's bankruptcy should have no impact on the rights of USDM holders. If NBX becomes insolvent, the EU NBX USDM Reserve is protected by Applicable Law and cannot be used to compensate NBX's other creditors. Bank accounts used for the EU NBX USDM Reserve are safeguarded from NBX's creditors as provided by Applicable Law. Any USDM issued by NBX will be refunded to its holders as part of NBX's bankruptcy proceedings, without the holder necessarily having to file a claim for compensation.

Operational dependency on Moneta (discontinuation of minting/burning): if cooperation with Moneta is disrupted or terminated, NBX will cease minting new USDM and will announce this via press release and on its website; customers holding USDM on their NBX account will be informed directly by e-mail and/or push notification. NBX will continue to redeem USDM issued by NBX at par from the EU NBX USDM Reserve until all such USDM held by parties other than NBX has been redeemed. Because the burning smart contract is co-controlled by Moneta, NBX may be unable to burn redeemed USDM on-chain; in that case redeemed USDM is retained by NBX in a controlled address and permanently withheld from circulation (non-reissuable), pending burning if and when technically possible. The EU NBX USDM Reserve continues to back only externally-held USDM issued by NBX and is drawn down as redemptions occur; it is not transferred to Moneta and is never used to cover USDM issued by Moneta. Any orderly wind-down, and the treatment of USDM whose holders do not come forward, is conducted in accordance with NBX's Redemption Plan (Section 5.5

and Article 55 of MiCA). Redemption of USDM issued by NBX is not paused in this scenario, except where required by law or ordered by Finanstilsynet.

Conflict of interest risk: the relationship between NBX and Moneta is governed by an operational cooperation agreement addressing their respective roles, including issuance, minting and redemption procedures, together with dispute-resolution and coordination arrangements. NBX maintains internal governance controls to ensure that its duties under MiCA and Norwegian law are fulfilled independently of any commercial arrangement with Moneta. Should a material conflict arise, NBX will notify Finanstilsynet and take any steps necessary to protect the rights of EEA-based USDM holders.

Third-party risk: where NBX relies on a third party for services important to USDM, it generally enters into agreements with clauses ensuring the provider cannot terminate without notice; some agreements (such as those concerning the safeguarding accounts) are also subject to regulatory obligations. NBX applies due-diligence procedures and internal procedures to limit disruption.

Market risk; risk of loss; AML/CFT risk; personal data risk: NBX's systems and procedures are set up to ensure redemptions occur within the timeframe set out in the NBX USDM Terms of Service, even under volatility; the redemption right of eligible holders remains even if NBX suffers a loss at the level of safeguarded assets, and NBX is subject to regulatory capital and own-funds requirements as an e-money institution; each redemption request requires AML/CTF compliance and NBX complies with freezing injunctions from competent authorities; and NBX takes all necessary precautions to protect personal data under the GDPR.

8.2 Mitigation measures concerning the token-related risks

Secondary-market price dislocation risk: NBX expects that any disparity between the market price of NBX-issued USDM and USD on secondary markets would normally be mitigated by eligible holders purchasing USDM below par and redeeming NBX-issued USDM at par with NBX, subject to the issuer-of-record verification and redemption procedures described in this White Paper. Otherwise, if the dislocation is caused by an inadequacy of the EU NBX USDM Reserve or other liquidity issues, NBX will apply the measures in its Recovery Plan or Redemption Plan.

Risk of under-collateralisation; liquidity risk: if the EU NBX USDM Reserve becomes lower than the outstanding quantity of NBX-issued USDM, NBX will apply the measures in its Recovery Plan or Redemption Plan, including strengthening of NBX's capital position; NBX will implement a Redemption Policy designed to ensure prompt redemption under extreme demand.

Scam risk; taxation risk: NBX cannot prevent scams and is not liable for such losses, but will inform clients of such risks; holders are responsible for their own tax position and should seek independent professional advice.

8.3 Mitigation measures concerning technology-related risks

Blockchain risk: while risks exist for all blockchain networks, the Cardano network used to issue USDM is recognised for its high level of security and has generally withstood major events without interruption.

Smart-contract risk: an independent audit of the USDM smart contracts has been carried out, and in the event of a modification to the source code the smart contract is audited again to ensure no security exploit can be used to misuse the mint or burn system. NBX manages its dependency on the Moneta-owned smart contracts under its DORA ICT third-party risk framework (Sections 6.2 and 7.1).

Settlement finality / irreversibility: NBX cannot prevent blockchain transactions from being irreversible and will not be liable for this type of loss, but will inform clients of such risks.

9 Identification of issuers and trading venues

USDM is issued by Norwegian Block Exchange AS (NBX) within the European Economic Area (EEA) under its licence as an electronic money institution. Moneta Digital LLC acts as the issuer of USDM outside the EEA, including in the United States, and is not involved in the issuance of USDM in the EEA. Within the EEA, NBX is the sole entity responsible for the issuance, redemption and maintenance of USDM in accordance with Regulation (EU) 2023/1114 (MiCA).

USDM is currently listed for trading on the NBX platform. The following trading pairs are available: ADA/USDM, PALM/USDM, HOSKY/USDM, BTC/USDM, USDM/EUR and USDC/USDM. NBX reserves the right to add or remove trading pairs at its discretion; these actions do not affect the rights of USDM holders to redeem their tokens through NBX. Beyond secondary-market trading, NBX provides primary minting and burning functionality for USDM directly against USD account money, available to all eligible customers on the NBX platform and operating in accordance with the redemption and issuance procedures in this White Paper. Separately, as a Cardano Native Token, USDM is freely transferable on the Cardano blockchain and may be traded on decentralised exchanges within the Cardano ecosystem (including Wingriders, Minswap, Sundaeswap, VyFi, Genius Yield, Splash and Satrunswap). NBX does not control or oversee trading on decentralised platforms and does not endorse or assume responsibility for the listing or use of USDM on such services.

10 Climate and other environment-related adverse impacts

NBX, acting as the issuer of USDM in the EEA, provides information on the principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism used to validate transactions in USDM and to maintain the integrity of the distributed ledger. The consensus mechanism used by the Cardano blockchain is Proof of Stake (PoS), which is energy-efficient compared with Proof of Work and thus contributes to lower carbon emissions. Data is based on the Cardano Sustainability 2024 report by the Crypto Carbon Ratings Institute (CCRI) and relates to the Cardano blockchain, as USDM is currently only available on Cardano.

Adverse sustainability indicator	Metric
Energy consumption	0.191975 watt per TPS
Non-renewable energy consumption	69.12% (assumed similar to rest of Cardano network)
Energy intensity	0.000168 kWh
GHG emissions – Scope 1 (controlled)	0 t
GHG emissions – Scope 2 (purchased)	244.448 t
GHG intensity	0.0000597 kg
Generation of WEEE	8.26 t
Non-recycled WEEE ratio	51.93%
Generation of hazardous waste	0.004237 t

Water consumption during the use phase of the Cardano network amounts to 3,646.37 kilolitres (CCRI 2024). As of 27 June 2025, according to public blockchain data (Adastat.net), there had been 268,086 USDM transactions on the Cardano blockchain, equivalent to roughly 45 kWh of energy usage; of these, 138 were minting or burning transactions, equivalent to roughly 0.023 kWh.

Sources: CCRI network assessment (Cardano 2024), carbon-ratings.com; Adastat.net USDM token data.