

# Terms of EUROe.b

This document outlines the terms of Bridged EUROe. It is composed of three Parts: 1) a release of liability waiver; 2) the granting of limited rights to the legal person deploying the Bridged EUROe; and 3) additional obligations. These Parts are attached to this document after the Signatures pages.

## Parties

### Membrane Finance Oy

Membrane Finance Oy (Finnish Business ID 3236886-2), a private business validly organised and existing under the laws of Finland (hereinafter “Membrane”, “we”, or “us”), having its registered address at Meritullinkatu 1, 00170 Helsinki, Finland.

### Deployer of Bridged EUROe (hereinafter “Company”)

Company name: \_\_\_\_\_  
Business ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
Country: \_\_\_\_\_  
Representative (name): \_\_\_\_\_  
Representative (title): \_\_\_\_\_  
Representative (email): \_\_\_\_\_

## Context

This Agreement, consisting of Parts 1, 2, and 3 (attached) outlines the liabilities and obligations of each of the Parties. The Company has decided to enter into this Agreement in order to deploy Bridged EUROe (“EUROe.b”) with the future possibility of hand over to Membrane. The functioning and properties of EUROe.b are described in more detail in the “Bridged EUROe” section of the EUROe Developer Portal, available at <https://dev.euroe.com>. For the interpretation of this Agreement, the version of the Developer Portal dated on the last signing date of this Agreement shall be used. Membrane utilises a version control management system which can be used to determine the relevant version of the documentation, where necessary.

[Signature page follows]

## Signatures

By signing these Terms of EUROe.b the Company agrees to the terms presented in Part 1, Part 2, and Part 3. Furthermore, the Company agrees to the Terms of EUROe (available at <https://www.euroe.com/legal/terms-of-euroe-platform>), EUROe Privacy Notice (available at <https://www.euroe.com/legal/privacy-notice>), and the EUROe Access Denial Policy (available at <https://www.euroe.com/legal/access-denial-policy>). Additionally, the Company warrants that the Company, its contractors, employees, or ultimate beneficial owners are not located in any of the restricted countries as listed at <https://www.euroe.com/get-started>.

Membrane reserves the right to unilaterally make changes with an immediate effect to Terms of the EUROe Platform, EUROe Privacy Notice, and EUROe Access Denial Policy without prior notice. Membrane also reserves the right to terminate, in part or in full, this Agreement unilaterally without notice.

By signing below, the Company unilaterally constitutes their acceptance of this Agreement and agrees to be legally bound by all terms and conditions contained herein. This signature confirms the Company's commitment to adhere to the stipulations of the Terms of EUROe.b and acknowledges their understanding of the rights and obligations set forth in this Agreement.

### *Signatory of the Company*

-----  
Company name: -----  
Company address: -----  
Name: -----  
Date: -----  
Title: -----  
Email: -----

### *Signatory (2) of the Company (if necessary)*

-----  
Company name: -----  
Company address: -----  
Name: -----  
Date: -----  
Title: -----  
Email: -----

*Signatory (3) of the Company (if necessary)*

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Company name: -----

Company address: -----

Name: -----

Date: -----

Title: -----

Email: -----

*Signatory of Membrane*

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Company name: Membrane Finance Oy

Company address: -----

Name: -----

Date: -----

Title: -----

Email: -----

Membrane Finance Oy, as the proprietor of the EUROe trademark and the creator of these Terms of EUROe.b, is not obligated to sign this Agreement upon each countersignature by a new Party. Membrane's signature on the original publicly offered unilateral Agreement shall be deemed sufficient for all purposes, and any additional signatures are at the discretion of Membrane. Signature of this Agreement by the Company indicates their acceptance of the Agreement. However, it is understood and agreed that Membrane's obligations under this Agreement are effective only upon providing the Company a countersigned version of this Agreement.

# Part 1. Release of Liability Waiver

## Preamble

This Release of Liability Waiver (the "Agreement") is made and entered into by and between Membrane and the Company and is effective as of the last date of signature.

### 1. Acknowledgment of Risks:

The Company acknowledges the risks associated with the provision of Bridged EUROe, including but not limited to: a) blocklisting of the Layer 1 contract in accordance with the EUROe Access Denial Policy due to a transaction on either the Layer 1 or on the network on which EUROe.b is deployed; b) Membrane may not be able to recover any misplaced, lost, or otherwise inaccessible funds; c) secondary market price risks; d) cross-border transaction risks; e) digital wallet service risks; f) technical risk; g) custody risks; and h) regulatory risks.

### 2. Waiver and Release:

The Company hereby waives, releases, and forever discharges Membrane from any and all liabilities, claims, actions, damages (including but not limited to indirect, incidental, special, consequential, or punitive damages), costs, or expenses of any nature whatsoever (including but not limited to loss of profits, data, use, goodwill, or other intangible losses), whether in law or equity, known or unknown, arising out of or in any way related any of the Company's voluntary decision or action related to the creation or offering of Bridged EUROe or EUROe.

### 3. Indemnification:

The Company agrees to indemnify and hold harmless the Membrane against any and all claims, losses, liabilities, or expenses, including attorneys' fees, arising from the Company's actions or omissions that are in direct or indirect contact with the creation or offering of Bridged EUROe or EUROe as a result of actions or events which breach any part of this Agreement.

### 4. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings.

### 5. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Finland.

### 6. Amendment:

This Agreement may only be amended in writing and with the signature of both Parties. Terms of the EUROe Platform, EUROe Privacy Notice, and EUROe Access Denial Policy are not part of this agreement and can be unilaterally changed by Membrane at any time without prior notice, as mentioned earlier within this Agreement.

### 7. Severability:

If any term or provision of this Agreement is found to be illegal or unenforceable, the remainder of the Agreement will be unaffected and will remain in full force and effect.

### 8. Termination of the Agreement:

The Company may terminate this Agreement upon written notice to Membrane, providing a termination period of six (6) months. During this termination period, all sections of the Agreement shall be enforced to their full extent. Membrane reserves the right to unilaterally terminate this Agreement immediately, without prior notice. When this Agreement is deemed terminated either by the termination period being completed or by Membrane unilaterally terminating the contract

effective immediately, the Company agrees to complete any and all the required steps in the Orderly Wind Down Procedure, which is further defined in Part 3 of this Agreement.

### **9. Acknowledgment:**

The Company acknowledges that they have read this Agreement, understand its terms, and agree to be bound by them.

## **Part 2. Limited Rights of the Company**

**1. Trademark Restrictions:** The Company acknowledges that all rights to the EUROe trademarks and logos are the exclusive property of Membrane. The Company is prohibited from using these trademarks and logos in any capacity, including marketing, promotional materials, or any public communications, unless explicitly authorised in writing by Membrane.

**2. No Implied Endorsement:** The Company must not make any representations or implications that Membrane endorses, supports, or is in any way connected to the deployment of EUROe.b, except as explicitly agreed in writing by Membrane.

**3. Restricted Use of Intellectual Property:** The Company is granted a limited, non-exclusive, and revocable right to use the “EUROe.b” and “Bridged EUROe” name and logos, strictly in accordance with the terms set out herein. Any misuse of these intellectual properties will result in immediate revocation of these rights.

## **Part 3. Additional Obligations of the Company**

**AML Policy:** The Company is solely responsible for developing, maintaining, and enforcing a robust Anti-Money Laundering (AML) policy. This policy must be transparently communicated to all EUROe.b users. Deployer must ensure that their AML policy is in strict compliance with applicable laws and regulations.

**AML Breaches and Consequences:** In the event of an AML breach, Membrane reserves the right to take any necessary actions, including but not limited to the blocklisting of the bridge contract on L1 associated with EUROe.b. The Company shall bear full responsibility for any such breaches and their consequences. The Company agrees to sufficiently inform the users of EUROe.b of such possibility.

**Criminal Activity Declaration:** By signing these Terms, the Company must declare that it, its employees, Ultimate Beneficial Owners (UBOs), and subcontractors are not involved in criminal or illicit activities and are not sanctioned individuals. If any such activity is detected or suspected, the Company must disclose such activity by emailing [compliance \(at\) euroe \(dot\) com](mailto:compliance@euroe.com) and aid Membrane in addressing such activity.

**Disclosure of PEPs:** Any Politically Exposed Persons (PEPs) working with the deploying organisation must be disclosed in writing by emailing [compliance \(at\) euroe \(dot\) com](mailto:compliance@euroe.com) as soon as such relationship is established.

**Mandatory Testnet Deployment:** Prior to the mainnet deployment, the Company is required to successfully deploy EUROe.b on a testnet environment and provide a comprehensive report of the deployment, addressing any potential issues. Furthermore, the Company is required to test and document a successful hand over, as described in the Bridged EUROe documentation, of the relevant smart contracts, roles, and other technical infrastructure.

**Transparency and Honesty in Communications:** The Company commits to maintaining the highest standards of transparency and honesty in all communications regarding EUROe.b, particularly with end-users. This includes promptly disclosing any issues or risks associated with EUROe.b.

**Supply Limitation:** The supply of EUROe.b must never exceed the amount of EUROe locked in the bridge contract on L1. Strict adherence to this limitation is mandatory and even a temporary breach of the condition will disqualify the Company from a future hand over process.

**Long-Term Support:** The Company agrees to provide support for all infrastructure enabling EUROe.b usage for a minimum period of 12 months and may not terminate any of the services supporting EUROe.b unless it begins an Orderly Wind Down Procedure.

**Orderly Wind Down Procedure:** To terminate the Agreement, the Company must follow the Orderly Wind Down Procedure during which it must notify all EUROe.b users through all sufficient means of communication, including but not limited to the Company's website, social media, and email (where email addresses of the users are known). The minimum wind down period is six (6) months during which the Company must attempt to notify the users of the end of life of EUROe.b on an at least monthly basis. Furthermore, the Company must make available an easy-to-use platform for exchanging Bridged EUROe back to EUROe in a 1:1 ratio without fees (except for gas or similar fees, where applicable) during the wind down. Support for EUROe.b must be continued at least until 95% of EUROe.b has been removed from supply (compared to the minimum supply on the date on which the wind down was initiated). Furthermore, the Company agrees to notify Membrane by emailing [compliance \(at\) euroe \(dot\) com](mailto:compliance@euroe.com) when the Company begins the wind down procedure.