



The POPOLOGY®coin Token

WHITE PAPER

In accordance with Title II of Regulation (EU) 2023/1114 (MiCAR)

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01 DATE OF NOTIFICATION

2025-11-07

02 STATEMENT IN ACCORDANCE WITH ARTICLE 6(3) OF REGULATION (EU) 2023/1114

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

03 COMPLIANCE STATEMENT IN ACCORDANCE WITH ARTICLE 6(6) OF REGULATION (EU) 2023/1114

This crypto-asset white paper complies with Title II of Regulation (EU) 2023/1114 and, to the best of the knowledge of the management body, the information presented in the crypto-asset white paper is fair, clear and not misleading and the crypto-asset white paper makes no omission likely to affect its import.

04 STATEMENT IN ACCORDANCE WITH ARTICLE 6(5), POINTS (A), (B), (C), OF REGULATION (EU) 2023/1114

The crypto-asset referred to in this white paper may lose its value in part or in full, may not always be transferable and may not be liquid.

05 STATEMENT IN ACCORDANCE WITH ARTICLE 6(5), POINT (D), OF REGULATION (EU) 2023/1114

The utility token referred to in this white paper may not be exchangeable against the good or service promised in the crypto-asset white paper, especially in the case of a failure or discontinuation of the crypto-asset project.

06 STATEMENT IN ACCORDANCE WITH ARTICLE 6(5), POINTS (E) AND (F), OF REGULATION (EU) 2023/1114

The crypto-asset referred to in this white paper is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council or the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.

SUMMARY

07 WARNING

This summary should be read as an introduction to the crypto-asset white paper. The prospective holder should base any decision to purchase this crypto-asset on the content of the crypto-asset white paper as a whole and not on the summary alone. The offer to the public of this crypto-asset 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 of the European Parliament and of the Council (36) or any other offer document pursuant to Union or national law.

08 CHARACTERISTICS OF THE CRYPTO-ASSETS

The POPOLOGY®coin is a utility token that grants its holders access to specific functionalities within the POPOLOGY® Network. It enables participation in the ecosystem through community-driven engagement, content interaction, and token-based utilities.

Initial Token allocation is as follows:

Seed	2.5%
Private Sale	2.5%
Public Sale Round A	3%
Public Sale Round B	3%

Public Sale Round C	3%
Public Sale Round D	3%
Public Sale Round E	3%
Team	20%
Advisor	5%
Liquidity	10%
Community Growth	30%
Treasury	15%

Rights of the Purchaser - Holders of POPOLOGY®coin are entitled to the following rights:

- Sponsorships (POPmercial®): brands can use the POPOLOGY®coin to access sponsorship features and link their content to user-created media streams through smart contracts. The POPOLOGY®coin helps brands sponsor content directly on the platform;
- Promoting Content: creators (called POPOLOGIST®) can use the POPOLOGY®coin to give their premium content (POPcast® PEERstreams™) a boost, making them more visible on the platform. So, the POPOLOGY®coin acts as a tool to get more attention for content;
- Events and Data: holders can use the POPOLOGY®coin to get into special events and see how well their content is performing, like how many people are engaging with it. The POPOLOGY®coin is an access key to data and event services provided by the offeror;
- Copyright Protection through a Digital Rights Management (DRM) verification process: the POPOLOGY®coin helps with checking who owns digital content and protecting it from being copied without permission. It's used as a way to activate a system that tracks copyrights;
- Permission-based advertising operations: the POPOLOGY®coin helps manage how data and advertising revenues are allocated, using smart contracts to ensure that value is distributed transparently and according to predefined rules. The POPOLOGY®coin lets users access the issuer's automated advertising and data-management utilities and ensure advertising is transparent;
- Feedback and preferences: the POPOLOGY®coin holders may be invited to express their ideas or thoughts on community proposals related to the platform's development and operation. Their input is just for involvement and does not legally bind the offeror;
- The POPOLOGY®coin **does not grant any right to receive profits, capital reimbursement, or any other financial return. It does not represent a share, debt instrument, or claim against the issuer.**

Obligations of the Purchaser - Holding POPOLOGY®coin does not, in itself, impose any specific legal or financial obligations on the purchaser. However, participation in the ecosystem may be subject to the POPOLOGY® Network's Terms of Service and smart contract-based rules. Users are responsible for complying with such applicable terms when interacting with the ecosystem.

Procedure and Conditions for the Exercise of Rights - The procedure and conditions for exercising any rights attached to the POPOLOGY®coin are governed by the platform's Terms of Service and related policies. Users must follow the steps outlined there to submit requests, access platform features, or enforce any rights granted under the ecosystem.

Conditions for Modifying Rights and Obligations - The rights and project functionalities associated with POPOLOGY®coin may evolve over time. Modifications are subject to approval by the offeror. The POPOLOGY®coin is generally transferable, except during certain smart contract-defined operations.

09 INFORMATION ABOUT THE QUALITY AND QUANTITY OF GOODS OR SERVICES TO WHICH THE UTILITY TOKENS GIVE ACCESS AND RESTRICTIONS ON THE TRANSFERABILITY

The POPOLOGY®coin gives holders access to the digital utilities described in Section 08, including sponsorship features, content promotion tools, data and event access, and advertising management functions within the POPOLOGY® ecosystem.

All such services are digital in nature and depend on the proper functioning of the POPOLOGY® platform and its smart contract infrastructure. The token is intended exclusively for use within the POPOLOGY® environment and is not designed for investment purposes.

For the public sale, tokens will be subject to a 7-month unlock period with no lock-up period applied. Any future transferability restrictions, if required by applicable law or regulatory conditions, will be clearly disclosed to users in advance.

10 KEY INFORMATION ABOUT THE OFFER TO THE PUBLIC OR ADMISSION TO TRADING

Total offer amount	\$13,650,000
Total number of tokens to be offered to the public	4,500,000 POPOLOGY®coin are allocated for public release.
Subscription period	The subscription period will remain open until all tokens allocated to the public sale have been sold.
Minimum and maximum subscription amount	There are no minimum subscription limits. The maximum subscription is limited to the total number of tokens available for public sale.
Issue price	The public sale will consist of five separate rounds, each with a predefined token price structure as outlined below. Public Sale Round A - \$1.500000 Public Sale Round B - \$2.166667 Public Sale Round C - \$2.833333 Public Sale Round D - \$3.666667 Public Sale Round E - \$5.000000
Subscription fees (if any)	Not applicable.
Target holders of tokens	Open to both retail and professional investors.
Description of offer phases	The public sale will be conducted in five distinct rounds. Each round will have a predetermined token price and allocation structure, as detailed in Section 08. There are no strict time limits imposed on each individual round. The initiation of a subsequent round is directly contingent upon the complete allocation and distribution of the tokens that were designated and previewed for the preceding round. There will be no discounts. Further information will be given via social media and the website used for the public sale.
CASP responsible for placing the token (if any)	Not applicable.
Form of placement	Not applicable.
Admission to trading	The offeror is not seeking admission to trading of the POPOLOGY®coin.

A. PART A - INFORMATION ABOUT THE OFFEROR OR THE PERSON SEEKING ADMISSION TO TRADING

A.1 Name

Popology Limited

A.2 Legal Form

6EH6 (BVI Company Limited by Shares)

A.3 Registered Address

Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands

A.4 Head Office

Craigmuir Chambers, Road Town, Tortola, VG 1110, British Virgin Islands

A.5 Registration Date

2025-10-15

A.6 Legal Entity Identifier

Not Applicable

A.7 Another Identifier Required Pursuant to Applicable National Law

2190003 (BVI Register)

A.8 Contact Telephone Number

+1 284.394.7594

A.9 E-mail Address

contact@popologynetworks.com

A.10 Response Time (Days)

5 working days

A.11 Parent Company

Not applicable

A.12 Members of the Management Body

Full Name	Business Address	Function
Daniel Reid	Craigmuir Chambers, Road Town, Tortola, VG 1110, BVI	Sole Director

A.13 Business Activity

Special Purpose Vehicle, established specifically to conduct the offer to the public on behalf of the issuer.

A.14 Parent Company Business Activity

Not applicable

A.15 Newly Established

Yes

A.16 Financial Condition for the past three Years

Not applicable, as it is a newly established company.

A.17 Financial Condition Since Registration

As a newly formed entity, Popology Limited is in its initial operational phase.

B. PART B - INFORMATION ABOUT THE ISSUER, IF DIFFERENT FROM THE OFFEROR OR PERSON SEEKING ADMISSION TO TRADING

B.1 Issuer different from offeror or person seeking admission to trading

Yes

B.2 Name

P.A.F.M.A Inc

B.3 Legal Form

T4M6 (501c3 New Jersey Charitable Formation)

B.4 Registered Address

301 Route 17 North Suite 800 Rutherford, New Jersey 07070, USA

B.5 Head Office

453 South Park Drive Apt B7 Collingswood, New Jersey 08108, USA

B.6 Registration Date

2021-08-21

B.7 Legal Entity Identifier

Not applicable

B.8 Another Identifier Required Pursuant to Applicable National Law

0450688698 (State of New Jersey)

B.9 Parent Company

Not applicable

B.10 Members of the Management Body

Full Name	Business Address	Function
Diana Colon	453 South Park Drive Collingswood NJ 08108 USA	Program Director
Joe Rey	453 South Park Drive Collingswood NJ 08108 USA	Public Relations & Marketing
Ed Buffman	453 South Park Drive Collingswood NJ 08108 USA	Media Education
Tim Bennett	453 South Park Drive Collingswood NJ 08108 USA	Story Writing and illustration mentorship
Oscar Bjers	453 South Park Drive Collingswood NJ 08108 USA	Leadership Director
Louis Heidelberger	453 South Park Drive Collingswood NJ 08108 USA	Fair Use & Legal Compliance
Dan Rush	453 South Park Drive Collingswood NJ 08108 USA	Admin and Mentorship Outreach
Karen Bjers	453 South Park Drive Collingswood NJ 08108 USA	Admin & Marketing

B.11 Business Activity

Global Educational Impact: A Platform for Media Literacy
Fostering Media Literacy & Combating Misinformation

POPOLOGY is not only a social movement but also an educational revolution. By providing structured learning modules that focus on media analysis, critical thinking, and the identification of biases, POPOLOGY helps users to recognize misinformation, engage with diverse media content responsibly, and develop the skills to create impactful digital narratives.

P.A.F.M.A Inc drives the POPOLOGY® platform to be used in the education sector to enhance classroom learning experiences for K-12 students, as well as Citizen Journalism public sector.

B.12 Parent Company Business Activity

Not applicable

C. PART C - INFORMATION ABOUT THE OPERATOR OF THE TRADING PLATFORM IN CASES WHERE IT DRAWS UP THE CRYPTO-ASSET WHITE PAPER AND INFORMATION ABOUT OTHER PERSONS DRAWING THE CRYPTO-ASSET WHITE PAPER PURSUANT TO ARTICLE 6(1), SECOND SUBPARAGRAPH, OF REGULATION EU) 2023/1114

Not applicable

D. PART D - INFORMATION ABOUT THE CRYPTO-ASSET PROJECT

D.1 Crypto-Asset Project Name

POPOLOGY® Network

D.2 Crypto-Assets Name

POPOLOGY®coin

D.3 Abbreviation

\$POPs

D.4 Crypto-Asset Project Description

The POPOLOGY® Network is a decentralized broadcasting and media platform facilitating transparent interactions among creators, audiences, and brands. Its economy relies on the POPOLOGY®coin, a crypto-asset functioning as an access instrument to platform features, and POPs, non-transferable, non-financial off-chain points, which can be converted to POPOLOGY®coin once a certain threshold is met. The platform offers content curation, sponsored media streams, and automated value distribution.

Phase 1 of the project will be deployed on the Arbitrum Layer 2 (L2) chain for the following reasons:

- EVM-native developer experience with full compatibility and mature tooling (Hardhat/Foundry/OpenZeppelin), so we can reuse the Ethereum stack and integrate partners quickly.
- Ethereum-secured optimistic rollup: transactions execute on L2 and settle to Ethereum L1, inheriting Ethereum's decentralization and security with fraud-proofs.
- Account-abstraction (ERC-4337) support for mission-critical smart wallets (bundlers & paymasters available on Arbitrum), enabling gas-sponsored actions, session keys, and smooth onboarding.
- Fast, low-cost transactions, plus an option to route ultra-high-volume, low-value social/micro-payment flows through Arbitrum Nova (AnyTrust) for even lower fees—ideal for tips, likes, and ad-revenue splits.
- Proven at massive scale: Arbitrum has processed billions of transactions, with daily peaks ~5.9M—comfortably supporting >1M users in a stable L2 framework
- Rich security & audit ecosystem: Arbiscan contract verification and analytics, a long-running Immunefi bug-bounty program (up to \$2M), and a dedicated \$10M Arbitrum Audit Program for projects.

- Liquidity and adoption leadership among L2s (top by Total Value Secured per L2BEAT), which helps with integrations, bridges, and user acquisition.
- Broad infrastructure & partner support (e.g., thirdweb, QuickNode, embedded wallets), simplifying wallet UX, content-token standards, and streaming-commerce integrations.

This architecture gives the POPOLOGY DAPP the scalability, security, and interoperability needed for a global, creator-driven media platform—handling micropayments, fan engagement, and programmable monetization while settling on Ethereum for trust and finality.

D.5 Details of all persons involved in the implementation of the crypto-asset project

Full Name	Business Address	Function
Joe Rey	453 South Park Drive Collingswood NJ 08108, USA	Public Relations & Marketing
Oscar Bjers	453 South Park Drive Collingswood NJ 08108, USA	Leadership Director
Oliver Fuselier	1012 W 11th Ave, Covington LA 70433, USA	COO - Chief Operating Officer CMO - Chief Marketing Officer
Mykola Smorgun	1010 S Federal Hwy Suite 1400, Floor 12, Office 1231, Hallandale Beach, FL, 33009, USA	CTO - Chief Technology Officer

D.6 Utility Token Classification

Yes

D.7 Key Features of Goods/Services for Utility Token Projects

POPOLOGY@coin is the utility token of the POPOLOGY® Network and powers multiple core functionalities:

- **underwrite POPmercial® sponsorship campaigns**, allowing brands to fund and associate their content with user-curated media streams through smart contracts;
- **enhance and curate premium content**, enabling creators to promote or prioritize their POPcast® PEERstreams™ within the platform;
- **participate in events and access performance analytics**, granting users access to data-driven insights and engagement metrics;
- **settle Digital Rights Management (DRM) verification processes**, supporting copyright tracking and DMCA.org content protection;
- **manage permission-based data and advertising operations** via blockchain-enabled smart contracts, ensuring transparency in ad value allocation.

In addition, the Token holders may be invited to provide feedback or express preferences on community proposals related to the platform's development and operation. These interactions are limited to non-binding participation mechanisms designed to promote engagement within the POPOLOGY® ecosystem. The issuer does not enable users to exert any decisive influence over the development of the digital platform in question, its feature set, or its future deployments, nor to modify, through on-chain voting, any aspect of the platform's digital governance.

D.8 Plans for the Token

The development of the Network and the token is guided by a long-term vision of building an open, programmable, and decentralized communication infrastructure. The project has followed a phased approach, with major technical deployments already completed and a series of feature-driven and governance-focused milestones planned.

- **Completed Milestones (2025 May-November)**
 - **May 2025:** Equity investment of \$M2.1.
 - **June-July 2025:** Tech team onboard. Marketing and Operations team onboard
 - **August 2025:** Development of the platform kicked off
- **Planned Milestones (2025 November forward)**
 - **November 2025:** Private Token Sale launched.
 - **November 2025:** PR & Marketing partners signed up for the Private and Public Token Sale
 - **Dec`25/Jan`26:** Public Token Sale to be launched
 - **March 2026:** Launching the MVP
 - **May/June`26:** Test and Q&A phase
 - **June/July 2026:** Launching the platform and the first product; - POPcast and POPmercial (Video Ads Underwriting)
 - **September 2026:** Launching product #2 ; Permitted Data Harvesting)
 - **December 2026:** Launching product #3 ; Metaverse Mall

D.9 Resource Allocation

Since inception, the project has raised \$2.1 USD across an initial funding round.

Resources have been allocated as follows:

- **600,000 USD:** Technical platform Development.
- **400,000 USD:** Sales and Marketing.
- **400,000 USD:** Token Sales preparation

The remaining resources are held for future ecosystem development and operational needs.

D.10 Planned Use of Collected Funds or Crypto-Assets

Funds raised through the issuance of the token will primarily be used to drive platform growth, global adoption, and long-term scalability. The majority of funds go toward marketing and tech development (56%), ensuring rapid adoption and platform scalability. The remaining allocations focus on sales execution, influencer engagement, and content creation, backed by strong compliance and IP protection in this percentage:

- 32% - Marketing: large-scale campaigns to build brand awareness, drive user acquisition, and accelerate global market entry, strategic initiatives;
- 16% - Tech development: advancing platform technology, automation, and Web3 infrastructure to ensure scalability and competitive edge;
- 13% - Sales: building global and regional sales teams, securing partnerships with brands, influencers, and media houses;
- 9% - POPcast Production: supporting content creation, curation, and exclusive programming to attract users and brands;
- 8% - Token Sales Operations: covering distribution, compliance, exchange listings, and liquidity management;
- 8% - Listing: exchange listing fees and liquidity setup to enable global token trading;
- 7% - Influencer Partnerships: incentives and onboarding for key influencers to lead adoption and community engagement.

E. PART E - INFORMATION ABOUT THE OFFER TO THE PUBLIC OF CRYPTO-ASSETS OR THEIR ADMISSION TO TRADING

E.1 Public Offering or Admission to Trading

OTPC

E.2 Reasons for Public Offer or Admission to Trading

For too long, a handful of platforms have dictated what rises to the top. POPOLOGY® is here to disrupt that—by breaking the monopoly and delivering the power back to the people. Our network puts curation into the hands of (users) POPOLOGIST® curators as on-chain Citizen Journalists, allowing real communities to define what deserves attention, while defining the true measure of popular. No more gatekeepers, no more algorithms designed to serve ads over authenticity.

We believe the value of media belongs to those who create it—and those who engage with it. That's why we split ad revenue and data earnings with both creators and (in-app) viewers, building a fairer ecosystem where cultural contribution is rewarded, not exploited. This isn't just a new platform. It's a new paradigm for media: open, participatory, and truly popular.

E.3 Fundraising Target

The total amount of token x price is \$13,650,000.

E.4 Minimum Subscription Goals

Not applicable

E.5 Maximum Subscription Goal

The total amount of token x price is \$13,650,000.

E.6 Oversubscription Acceptance

Not applicable

E.7 Oversubscription Allocation

Not applicable

E.8 Issue Price

The public sale will consist of five separate rounds, each with a predefined token price structure as outlined below.

Public Sale Round A - \$1.500000

Public Sale Round B - \$2.166667

Public Sale Round C - \$2.833333

Public Sale Round D - \$3.666667

Public Sale Round E - \$5.000000

E.9 Official Currency or Any Other Crypto-Assets Determining the Issue Price

US dollar

E.10 Subscription Fee

Not applicable

E.11 Offer Price Determination Method

The POPOLOGY® coin functions as a utility token for brand sponsors within the POPOLOGY® Networks platform. Each token equates to a guaranteed 1,000 verified viewer impressions (CPM) at an industry average fixed rate of \$5 USD as standard, regardless of market price fluctuation. Brands acquire POPOLOGY® coins to place their promotional content into the Sponsorship (POPmercial®) Gallery, where influencers select and embed ads into their curated POPcast® PEERstreams™.

E.12 Total Number of Offered/Traded Crypto-Assets

4,500,000

E.13 Targeted Holders

All

E.14 Holder Restrictions

There are no holder-type restrictions defined by the token offeror but there are some restricted jurisdictions as follows:

- U.S. persons: unless a compliant exemption is utilized;
- Mainland China;
- Sanctioned Territories: This encompasses, but is not limited to, Cuba, Iran, DPRK, Syria, and embargoed regions such as Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia;
- Jurisdictions Requiring Unheld Permissions: Any location where local law mandates permissions that the issuer does not possess.

To enforce these restrictions, primary issuance flows and front-end interfaces will incorporate IP geoblocking, residency attestations, and Know Your Customer (KYC) procedures.

E.15 Reimbursement Notice

Purchasers participating in the offer to the public of crypto-assets will be able to be reimbursed if the minimum target subscription goal is not reached at the end of the offer to the public, if they exercise the right to withdrawal foreseen in Article 13 of Regulation (EU) 2023/1114 or if the offer is cancelled.

E.16 Refund Mechanism

To streamline the refund process, a dedicated Google Form will be implemented and will be available inside the platform. This form will serve as the primary tool for managing all refund requests efficiently. For any inquiries or further assistance regarding the refund mechanism, the purchaser can communicate to: contact@popologynetworks.com.

E.17 Refund Timeline

15 working days

E.18 Offer Phases

The public sale will be conducted in five distinct rounds. Each round will have a predetermined token price and allocation structure, as detailed in Section 08. There are no strict time limits imposed on each individual round. The initiation of a subsequent round is directly contingent upon the complete allocation and distribution of the tokens that were designated and previewed for the preceding round.

Further information will be given via social media and the website used for the public sale.

E.19 Early Purchase Discount

Not applicable

E.20 Time-Limited Offer

False

E.21 Subscription Period Beginning

Not applicable

E.22 Subscription Period End

Not applicable

E.23 Safeguarding Arrangements for Offered Funds/Crypto-Assets

To ensure the secure storage of the collected funds during the withdrawal period established under Article 13 MiCAR, the funds are held in a bank account with an authorized credit institution or, in the case of payments made in crypto-assets, in an eWallet with an authorized crypto-asset service provider.

E.24 Payment Methods for Crypto-Asset Purchase

Token buyers can use funds or crypto-assets, according to their preferences.

E.25 Value Transfer Methods for Reimbursement

Same as purchase rate.

E.26 Right of Withdrawal

Retail holders who purchase POPOLOGY@coin have the right to withdraw from their agreement to purchase POPOLOGY@coin without incurring any fees or costs and without having to give any reasons. The withdrawal period is 14 calendar days from the date of the agreement. If a retail holder exercises its right to withdraw from the purchase agreement, it shall send a notice by email to the following address: contact@popologynetworks.com. The notice must be sent before midnight Pacific Time Zone (PT) of the 14th day after the date of the agreement.

If the right of withdrawal is exercised, the offeror will return to the holder all payments received, within 14 days of receipt of the notice of withdrawal.

E.27 Transfer of Purchased Crypto-Assets

Network and Standard: The POPOLOGY@coin will be delivered as an ERC-20 token on Arbitrum One (chain ID 42161) to the purchaser's non-custodial wallet provided to the offeror prior to the Token Generation Event ("TGE").

Off-chain contract purchases (private/OTC): Purchases executed under a signed agreement (e.g., SAFT) will be manually settled by the offeror on or promptly after the token generation event date (TGE). Settlement consists of an on-chain transfer of the purchaser's allocated POPOLOGY@coin (non-custodial or self-custodial wallet address). Delivery remains subject to any stated cliff/vesting schedule and completion of KYC/AML, sanctions, and wallet-ownership checks.

Presale website purchases: Purchases made through the POPOLOGY® Presale Website require no further action by the purchaser. Upon the TGE and initial exchange/liquidity enablement, the distribution contract will automatically claim/assign the purchaser's allocated POPOLOGY@coin to the wallet connected to the user account. The issuer reserves the right to replace auto-claim with a manual "Claim" button (self-service claim) if market, exchange, or gas-cost conditions so require. In an auto-claim flow, gas is borne by the distributor contract; in a manual claim flow, gas fees are paid by the purchaser.

Undeliverable or delayed deliveries: If the provided address is invalid, blocked, or fails compliance checks, the offeror may hold the allocation in reserve until the purchaser supplies a compliant address (in a case of self-custodial wallets). The purchaser must notify the offeror of any wallet-address change no later than 15 days before the TGE.

Finality: All on-chain deliveries are final and non-reversible. In case of discrepancy between off-chain records and on-chain state, the on-chain state prevails.

E.28 Transfer Time Schedule

Not applicable

E.29 Purchaser's Technical Requirements

Scope (Self-Custody vs. In-App): These requirements apply only to purchasers using a non-custodial (self-custody) wallet they control. Purchasers who registered inside the platform and use the in-app custodial / account-abstraction wallet do not need to complete these steps; tokens will be delivered/claimed automatically (with an optional manual "Claim" button if market conditions require).

EVM-Compatible Wallet: Purchasers must possess a valid, Ethereum Virtual Machine (EVM)-compatible wallet address capable of securely receiving and holding ERC-20 tokens. Compatible wallets include, but are not limited to, MetaMask, Ledger, Coinbase Wallet, or Trust Wallet.

Network Compatibility (Arbitrum L2): The designated wallet must support Arbitrum One (chain ID 42161), where the POPOLOGY@coin smart contracts are deployed and settled to Ethereum Layer

Sufficient ETH for Gas Fees: For subsequent on-chain transactions involving POPOLOGY@coin, the purchaser must hold enough ETH in the wallet to pay gas fees on the L2 network.

Secure Wallet Management. Purchasers are solely responsible for safeguarding their private keys and seed phrases. Use of non-custodial wallets is strongly recommended. Do not use exchange/custodial deposit addresses, as they may block transfers or airdrops and restrict control over tokens.

Accurate Wallet Address. The purchaser is solely responsible for providing a correct, compliant wallet address. Invalid or non-compliant addresses may result in delay or non-delivery.

E.30 Crypto-asset service provider (CASP) name

Not applicable

E.31 CASP identifier

Not applicable

E.32 Placement Form

NTAV

E.33 Trading Platforms name

Not applicable

E.34 Trading Platforms Market Identifier Code (MIC)

Not applicable

E.35 Trading Platforms Access

Not applicable

E.36 Involved Costs

Not applicable

E.37 Offer Expenses

Expense	Amount
Gas fees on Arbitrum	\$0.03 - \$0.90 - Current \$0.27

E.38 Conflicts of Interest

The POPOLOGY® Network is committed to identifying, preventing, and managing any conflicts of interest in accordance with recognized industry standards and best practices. Effective administrative arrangements will be maintained to ensure transparency and fair governance.

The development and operation of the POPOLOGY® Network involve multiple stakeholders, including technical contributors and node operators. While this whitepaper is not related to the admission to trading of the POPOLOGY®coin token, potential conflicts of interest may arise due to overlapping roles, decision-making powers, or vested interests among these parties. Where applicable, such conflicts will be disclosed and appropriately addressed.

E.39 Applicable Law

Any dispute relating to this crypto-asset and its white paper shall be governed by and construed and enforced in accordance with the laws of Pennsylvania without regard to conflict of law rules or principles (whether of the laws of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

E.40 Competent Court

Any disputes or claims arising out of this crypto-asset and its white paper will be subject to the exclusive jurisdiction of the Pennsylvania courts.

F. PART F - INFORMATION ABOUT THE CRYPTO-ASSETS

F.1 Crypto-Asset Type

The POPOLOGY®coin qualifies as a pure utility token in the category of the crypto-asset other than asset-referenced tokens and e-money tokens under MiCA, as it is intended to provide access to specific functionalities within the POPOLOGY® ecosystem — including accessing and utilizing platform features, underwriting sponsorships, promoting and prioritizing content, and data analytics; activating

technical DRM verification processes; and managing permissioned advertising and data operations through blockchain-enabled smart contracts.

F.2 Crypto-Asset Functionality

The POPOLOGY®coin grants access to specific functionalities within the POPOLOGY® ecosystem. It is used to:

- underwrite sponsorship campaigns;
- enhance and curate premium content;
- participate in events and access performance analytics;
- settle Digital Rights Management (DRM) verification processes; and
- manage permission-based data and advertising operations.

The token does not represent a claim to financial returns or ownership and is not classified as an asset-referenced token or e-money token under MiCA.

F.3 Planned Application of Functionalities

The functions of the crypto-asset will be usable when the platform is released. The platform is still work in progress with a tentative release scheduled for June/July 2026. Further information and updates will be given via press releases and social media as the project progresses.

F.4 Type of white paper

OTHR

F.5 The type of submission

NEWT

F.6 Crypto-Asset Characteristics

The POPOLOGY®coin qualifies as a pure utility token. It serves exclusively as an access and utility instrument to specific functionalities within the POPOLOGY® ecosystem. Any interaction or feedback functionality available to users is limited to non-binding, engagement-based participation. The Token does not enable users to exert any decisive influence over the development of the digital platform, its feature set, or its future deployments, nor to modify, through on-chain voting, any aspect of the platform's digital governance. It does not constitute a financial instrument under Directive 2014/65/EU (MiFID II).

Its core characteristics and functionalities are as follows:

- underwrite POPmercial® sponsorship campaigns, allowing brands to fund and associate their content with user-curated media streams through smart contracts;
- enhance and curate premium content, enabling creators to promote or prioritize their POPcast® PEERstreams™ within the platform;
- participate in events and access performance analytics, granting users access to data-driven insights and engagement metrics;
- settle Digital Rights Management (DRM) verification processes, supporting copyright tracking and DMCA.org content protection; and
- manage permission-based data and advertising operations via blockchain-enabled smart contracts, ensuring transparency in ad value allocation.

F.7 Commercial name or trading name

POPOLOGY®coin

F.8 Website of the issuer

www.popologynetworks.com

F.9 Starting date of offer to the public or admission to trading

2025-12-08

F.10 Publication date

2025-12-05

F.11 Any other services provided by the issuer

Not applicable.

F.12 Language or languages of the crypto-asset white paper

English

F.13 Digital Token Identifier Code used to uniquely identify the crypto-asset or each of the several crypto assets to which the white paper relates, where available

Not applicable

F.14 Functionally fungible group digital token identifier, where available

Not available

F.15 Voluntary data flag

False

F.16 Personal data flag

Yes

F.17 LEI eligibility

Yes

F.18 Home Member State

Italy

F.19 Host Member States

Austria

Belgium

Bulgaria

Croatia

Cyprus

Czech Republic

Denmark

Estonia

Finland

France

Germany

Greece

Hungary

Ireland

Latvia

Lithuania

Luxembourg

Malta

Netherlands

Poland

Portugal
Romania
Slovakia
Slovenia
Spain
Sweden

G. PART G - INFORMATION ON THE RIGHTS AND OBLIGATIONS ATTACHED TO THE CRYPTO-ASSETS

G.1 Purchaser Rights and Obligations

The POPOLOGY®coin grants holders the following rights:

- Sponsorships (POPmercial®): brands can use the POPOLOGY®coin to access sponsorship features and link their content to user-created media streams through smart contracts. The POPOLOGY®coin helps brands sponsor content directly on the platform;
- Promoting Content: creators (called POPOLOGIST®) can use the POPOLOGY®coin to give their premium content (POPcast® and PEERstreams™) a boost, making them more visible on the platform;
- Events and Data: holders can use the POPOLOGY®coin to get into special events and see how well their content is performing, like how many people are engaging with it;
- Copyright Protection through a Digital Rights Management (DRM) verification process: the POPOLOGY®coin helps with checking who owns digital content and protecting it from being copied without permission;
- Permission-based advertising operations: the POPOLOGY®coin helps manage how data and advertising revenues are allocated, using smart contracts to ensure that value is distributed transparently and according to predefined rules;
- Feedback and preferences: the POPOLOGY®coin holders may be invited to express their ideas or thoughts on community proposals related to the platform's development and operation;
- The POPOLOGY®coin **does not grant any right to receive profits, capital reimbursement, or any other financial return. It does not represent a share, debt instrument, or claim against the issuer.**

Regarding obligations, holding POPOLOGY®coin does not, in itself, impose any specific legal or financial obligations on the purchaser. However, participation in the ecosystem may be subject to the POPOLOGY® Network's Terms of Service and smart contract-based rules. Users are responsible for complying with such applicable terms when interacting with the ecosystem.

G.2 Exercise of Rights and Obligation

The procedure and conditions for exercising any rights attached to the POPOLOGY®coin are governed by the platform's Terms of Service and related policies. Users must follow the steps outlined there to submit requests, access platform features, or enforce any rights granted under the ecosystem.

G.3 Conditions for Modifications of Rights and Obligations

The rights and project functionalities associated with POPOLOGY®coin may evolve over time. Modifications are subject to approval by the offeror. The POPOLOGY®coin is generally transferable, except during certain smart contract-defined operations.

G.4 Future Public Offers

Not applicable.

G.5 Issuer Retained Crypto-Assets

20% as per Tokenomics Plan

G.6 Utility Token Classification

Yes

G.7 Key Features of Goods/Services of Utility Tokens

POPOLOGY@coin is the utility token of the POPOLOGY® Network and powers multiple core functionalities:

- **underwrite POPmercial® sponsorship campaigns**, allowing brands to fund and associate their content with user-curated media streams through smart contracts;
- **enhance and curate premium content**, enabling creators to promote or prioritize their POPcast® PEERstreams™ within the platform;
- **participate in events and access performance analytics**, granting users access to data-driven insights and engagement metrics;
- **settle Digital Rights Management (DRM) verification processes**, supporting copyright tracking and DMCA.org content protection;
- **manage permission-based data and advertising operations** via blockchain-enabled smart contracts, ensuring transparency in ad value allocation.

In addition, the Token holders may be invited to provide feedback or express preferences on community proposals related to the platform's development and operation. These interactions are limited to non-binding participation mechanisms designed to promote engagement within the POPOLOGY® ecosystem. The issuer does not enable users to exert any decisive influence over the development of the digital platform in question, its feature set, or its future deployments, nor to modify, through on-chain voting, any aspect of the platform's digital governance.

G.8 Utility Tokens Redemption

Not applicable

G.9 Non-Trading Request

False

G.10 Crypto-Assets Purchase or Sale Modalities

The offeror is setting up a website through which users will be able to purchase the crypto-assets.

G.11 Crypto-Assets Transfer Restrictions

For the public sale, tokens will be subject to a 7-month unlock period with no lock-up period applied. Any future transferability restrictions, if required by applicable law or regulatory conditions, will be clearly disclosed to users in advance.

G.12 Supply Adjustment Protocols

False

G.13 Supply Adjustment Mechanisms

Not applicable

G.14 Token Value Protection Schemes

True

G.15 Token Value Protection Schemes Description

To ensure stability and protect the long-term integrity of the token's value, the offeror has implemented controlled release and vesting mechanisms across all allocations.

During the public sale rounds (A–E), tokens will be subject to a 7-month unlock period, with no lock-up period applied. For early-stage allocations such as Seed and Private Sale, a 6-month lock-up period will apply, followed by gradual unlocks over 18 months (Private Sale) and 24 months (Seed).

The Team and Advisor allocations will be released under long-term vesting schedules, including 12-month lock-up periods and unlocks over 48 months (Team) and 36 months (Advisors). In addition,

Treasury tokens will remain subject to a 6-month lock-up and will unlock progressively over 48 months, safeguarding liquidity and ensuring responsible reserve management.

Any future transferability restrictions or additional value protection measures, if required under applicable law or regulatory conditions, will be clearly disclosed to users in advance through the official communication channels.

G.16 Compensation Schemes

True

G.17 Compensation Schemes Description

A total of 25% of the token supply is allocated as part of the project's compensation and incentive schemes. Of this amount, 20% is reserved for the core team to reward long-term commitment, align interests with project success, and support continued development. A 5% is allocated to advisors, serving as compensation for their strategic, legal, and technical contributions to the project's growth and governance.

G.18 Applicable Law

Any dispute relating to this crypto-asset and its white paper shall be governed by and construed and enforced in accordance with the the laws of Pennsylvania without regard to conflict of law rules or principles (whether of the laws of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

G.19 Competent Court

Any disputes or claims arising out of this crypto-asset and its white paper will be subject to the exclusive jurisdiction of the Pennsylvania courts.

H. PART H – INFORMATION ON THE UNDERLYING TECHNOLOGY

H.1 Distributed ledger technology

POPOLOGY@coin operates on Arbitrum, an Ethereum Layer 2 (L2) optimistic-rollup that batches transactions for efficiency while inheriting the security and decentralization of Ethereum Layer 1 (L1). Arbitrum provides fast, low-cost transactions suitable for large-scale user engagement, while maintaining transparency via L2 state and anchoring settlement to Ethereum. Finality on L1 occurs after the dispute (challenge) window elapses.

The distributed-ledger stack ensures secure, transparent, and tamper-evident recording of all token and (if applicable) staking activities, leveraging Ethereum's proof-of-stake validator set for settlement and finality.

H.2 Protocols and technical standards

The network is fully EVM-compatible, enabling access to the established ecosystem of developer tools, and audit frameworks.

POPOLOGY® utilizes ERC-20 for fungible token issuance and supports ERC-4337-compatible account-abstraction infrastructure on Arbitrum (bundlers/paymasters) to enable modern wallet UX, non-custodial control, and programmable distribution flows. *(Optional future standards such as ERC-721/1155 may be used for media rights and collectibles.)*

H.3 Technology Used

POPOLOGY® employs smart contracts to automate Rewards Pool distribution such that token releases occur only upon predefined, verifiable conditions (e.g., multi-sig/Delegates, on-chain oracles, role-based controls). The technical architecture is designed to:

- Enable conditional token release through verifiable smart-contract logic;
- Reduce transaction latency and gas costs through Arbitrum's L2 infrastructure;
- Support mission-critical wallet security and auditability via non-custodial wallets, contract verification, and mature Ethereum/Arbitrum forensic tooling;

- Scale to large user cohorts (>~1M) with low per-user costs; environmental impact claims are minimized by reducing L1 usage per transaction.

H.4 Consensus Mechanism

The POPOLOGY® network leverages Ethereum's Proof of Stake (PoS) consensus mechanism through the Arbitrum rollup framework.

While transactions are executed and batched on Arbitrum's Layer 2 infrastructure, their final settlement and validation occur on the Ethereum PoS Layer 1 chain, inheriting its security and decentralization to participate directly via compatible exchanges or staking interfaces. Key advantages of PoS include:

- No hardware requirements – staking requires only token ownership and time commitment;
- Scalability – higher transaction throughput and lower costs;
- Cost-effectiveness – reduced operational and energy costs;
- Rewards – stakers are granted network rewards in return for contributing to the validation and security of the blockchain;
- Eco-friendliness – minimal carbon footprint and reduced environmental impact.

H.5 Incentive Mechanisms and Applicable Fees

The Rewards Pool functions as an incentive mechanism to stimulate early participation and sustained engagement in the POPOLOGY® Network. Through smart contracts, a portion of POPOLOGY®coin is reserved for controlled release to users exhibiting beneficial network behavior, as determined by Delegates. This ensures a fair and broad distribution among users actively contributing to the ecosystem's growth.

Objectives of the Rewards Pool:

- Lower entry barriers by providing initial access without purchase cost;
- Encourage continuous engagement through transparent, conditional rewards;
- Promote circulation and network activity as part of the community culture.

Applicable fees within the POPOLOGY® ecosystem are limited to transaction fees required by the underlying Arbitrum Layer 2 chain. These are minimal, ensuring accessibility and inclusivity across user segments.

H.6 Use of Distributed Ledger Technology

False - No, DLT not operated by the issuer or a third-party acting on the issuer's behalf.

H.7 DLT Functionality Description

Not applicable

H.8 Audit

False

H.9 Audit Outcome

Not applicable

I. PART I – INFORMATION ON RISKS

Subject to the provisions of MiCAR and any other applicable mandatory legal requirements, each holder of the POPOLOGY®coin described in this crypto-asset white paper assumes full responsibility for their actions and individually bears all associated risks. To the maximum extent permitted by law, any and all liability arising from or related to the risks set out in this document is hereby disclaimed. Prospective holders are strongly advised to carefully consider the following risk factors before acquiring a POPOLOGY®coin.

I.1 Offer-Related Risks

General Risk Factors Associated with Crypto-Asset Offerings: Public offerings and admission to trading of crypto-assets, including POPOLOGY@coin, is subject to general risks inherent to the broader cryptocurrency market, including but not limited to:

- **Market Volatility:** The value of POPOLOGY@coin may experience substantial fluctuations driven by investor sentiment, macroeconomic developments, and market conditions.
- **Regulatory Risks:** Changes in legislation, applicable laws, compliance requirements or the implementation of new regulatory frameworks could affect the availability, trading, or use of such assets.
- **Security Risks:** The risk of exploitation, hacking or security vulnerabilities of the underlying protocol and/or contracts of the token leading to a loss.
- **Reputational Risks:** The potential for damage to an organization's credibility or public trust, which can negatively impact stakeholder confidence and overall business viability.
- **Dependence on Ecosystem and Community Viability:** The value of POPOLOGY@coin is closely linked to the ongoing performance, governance, and public perception of the POPOLOGY@ Network. The project is stewarded by Popology Limited and supported by its broader community. Any failure in execution, funding, infrastructure maintenance, user adoption, or community engagement could adversely affect the project's sustainability. Moreover, the POPOLOGY@coin also relies on the strength of its community narrative. Declining public interest, loss of user confidence, or negative sentiment may significantly impact the token's perceived value and long-term viability.
- **Listing and Delisting Risks:** The listing of POPOLOGY@coin on crypto-related platforms is subject to the internal policies and discretion of such platforms. There is no guarantee that the token will be listed, or remain listed, on any particular platforms, including but not limited to aggregators, exchange services, and trading platforms. A delisting — whether temporary or permanent — could significantly limit or completely hinder the ability of token holders to trade POPOLOGY@coin, thereby impacting its liquidity, accessibility, and market value.

I.2 Issuer-Related Risks

Insolvency: As with every other commercial endeavor, the risk of insolvency of the issuer is given. This could be caused by but is not limited to lack of interest from the public, lack of funding, incapacitation of key developers and project members, force majeure (including pandemics and wars) or lack of commercial success or prospects.

Regulatory Compliance Risks: The issuer operates within a dynamic and evolving legal and regulatory framework. Failure to comply with applicable requirements—such as those under MiCAR or other relevant jurisdictions—could result in enforcement actions, financial penalties, trading restrictions, or prohibition on further distribution of the token. Additionally, the issuer may face legal proceedings, adverse regulatory interpretations, or contractual disputes arising from jurisdictional inconsistencies, third-party claims, or issues related to intellectual property, consumer protection, or financial regulation. These developments could compromise the issuer's ability to maintain support for the project or impair the legal standing and acceptance of POPOLOGY@coin in specific jurisdictions.

Operational and Technology Management Risks: The effective operation of the POPOLOGY@ Network depends on the issuer's internal procedures, resource management, and technological infrastructure. Any breakdown in operational integrity—whether due to internal mismanagement, inadequate staffing, or technical failure—could result in service disruption, degraded project performance, or security vulnerabilities. The issuer is also responsible for ongoing project maintenance and upgrades. Inadequate management of software updates or failure to respond to critical security threats could expose the network to exploit or obsolescence. Additionally, inadequate management of technological updates or failure to keep pace with technological advancements can render the project or the POPOLOGY@coin obsolete or vulnerable.

Financial Risk: The issuer may face financial instability resulting from liquidity constraints, market volatility, or exposure to third-party counterparties. Such risks could impair the issuer's ability to meet operational needs, support node infrastructure, or fulfill community and governance commitments.

Fraud, Mismanagement, and Governance Risks: There exists a risk of internal misconduct, mismanagement, or fraudulent activity by the issuer or its representatives. Such events could lead to reputational harm, regulatory scrutiny, and erosion of user trust—directly impacting the adoption and market standing of the token. Poor strategic decisions, lack of governance oversight, or mismanagement of financial and operational resources could affect the long-term viability of the POPOLOGY® Network and, consequently, the POPOLOGY®coin.

Conflicts of Interest: Conflicts may arise between the interests of the issuer and those of the token holders. For instance, decisions concerning token issuance, project upgrades, or governance rights may not always align with the expectations or best interests of the community. Unaddressed conflicts may lead to governance disputes or loss of stakeholder confidence.

Dependency on Key Individuals and Third Parties: The success of the POPOLOGY® Network heavily relies on its leadership, key developers, technical expertise, and core team members. The loss or incapacitation of key personnel could cause significant delays in project implementation, affect strategic decisions, or reduce investor confidence. Furthermore, the issuer likely relies on various third-party service providers (e.g., for technical infrastructure, security, legal, or other operational aspects). Failure of these partners to deliver services, changes in their policies, or regulatory actions affecting them could disrupt the POPOLOGY® Network's operations and token functionality.

Strategic and Business Model Risks: The industry requires continuous adaptation to evolving regulations, user needs, and technological advancements. If the issuer fails to align its business model with market trends or maintain innovation, it may experience reduced platform adoption, negatively affecting the demand of the POPOLOGY®coin.

Competition Risk: The issuer and the POPOLOGY® Network operate within a highly competitive and rapidly evolving technological and market landscape. Competing projects, messaging platforms, or blockchain-based infrastructure projects—whether centralized or decentralized—may offer similar or superior functionality, incentives, or user experience. The emergence or adoption of such alternatives may reduce user engagement, limit the growth of the POPOLOGY® ecosystem, or negatively affect the market value of the POPOLOGY®coin. Furthermore, increased competition may pressure the issuer to allocate additional resources or make strategic decisions that carry operational, financial, or technical risks.

Reputation Risk: The issuer faces the risk of negative publicity due to various reasons, including operational failures, security breaches, association with illicit activities, or legal disputes. Such incidents can damage the company's reputation, leading to a loss of confidence in the platform and the POPOLOGY®coin, thereby reducing demand and adoption.

I.3 Crypto-Assets-Related Risks

Market Risk: Crypto-asset prices are inherently highly volatile and speculative, influenced by a multitude of factors including market sentiment, macroeconomic conditions, regulatory developments, and institutional adoption. The price of POPOLOGY®coin is expected to fluctuate significantly, especially in early trading phases, due to these external factors. As the crypto-asset has no intrinsic value, its price is solely determined by supply and demand. This poses a high risk of substantial losses for holders, who should be prepared to lose the complete amount invested.

Liquidity Risk: The liquidity of the POPOLOGY®coin is contingent upon trading activity levels on various exchanges. Low trading volumes may restrict the ability to buy or sell large amounts of the token without significantly impacting its market price, potentially leading to price slippage and substantial financial losses, particularly during periods of rapid market movements or stress. There is no guarantee that a liquid secondary market will develop for the POPOLOGY®coin.

Custodial and Self-Custody Risk: The POPOLOGY®coin ownership is secured through private keys associated with the token holder's wallet. The loss or theft of private keys results in the permanent loss of assets, as blockchain transactions are generally irreversible. The token holders storing tokens on centralized exchanges or custodial platforms face counterparty risks, including potential insolvency, hacking incidents, or regulatory seizures of the platform. While hardware or software providers of non-custodial wallets generally fall outside the scope of direct regulation, ensuring secure management of private keys is paramount for token bearers.

Smart Contract Risk: The POPOLOGY®coin operates on smart contracts, which are automated programs executed on the blockchain. These smart contracts are susceptible to coding vulnerabilities,

bugs, or security flaws that could be exploited by malicious actors. Such exploitation could lead to unauthorized transactions, asset loss, unauthorized data access, or unintended operational consequences. Despite security audits having been conducted, unforeseen vulnerabilities may still pose risks to token security and functionality.

Privacy Concerns: All transactions on the blockchain are permanently recorded and publicly accessible, which can potentially expose user activities. Although addresses are pseudonymous, the transparent and immutable nature of blockchain allows for advanced forensic analysis and intelligence gathering. This level of transparency can make it possible to link blockchain addresses to real-world identities over time, compromising token holder privacy.

Regulatory and Tax Risk: The legal and regulatory status of crypto-assets is still evolving and varies across jurisdictions. Future changes in regulatory frameworks, or the introduction of new laws, could significantly influence the use, functionality, or tradability of the POPOLOGY@coin and the POPOLOGY® Network. Furthermore, specific regulators may qualify the crypto-asset as a security or other financial instrument under their applicable law, which could have drastic consequences for the crypto-asset, including the potential complete loss of invested capital. Holders are solely responsible for complying with all applicable tax laws in their jurisdiction, including reporting and payment of income, wealth, or similar taxes related to token appreciation or depreciation.

Counterparty Risk: While the POPOLOGY@coin itself is a decentralized asset, its interaction within the broader crypto ecosystem involves various third parties, such as trading platforms, and crypto-asset service providers (CASP). Engaging with these entities introduces counterparty risks, including the failure of the other party to fulfill their obligations due to factors such as insolvency, regulatory non-compliance, or fraudulent activities. Such failures could significantly impact the ability to trade the token.

Blockchain Dependency Risk: The POPOLOGY@coin is entirely dependent on the underlying blockchain infrastructure, namely Ethereum's Proof-of-Stake model via Layer 2 solutions. Any issues with these networks, such as downtime, congestion, or security vulnerabilities, could adversely affect the token's functionality, transferability, or trading. This also includes potential gas fee volatility impacting transaction costs and efficiency.

Market Abuse Risk: Crypto-assets are potentially prone to increased market abuse risks, as the underlying infrastructure could be used to exploit arbitrage opportunities through schemes such as front-running, spoofing, pump-and-dump, and fraud across different systems, platforms, or geographic locations. This risk is particularly true for crypto-assets with a low market capitalization and few trading venues, and potential investors should be aware that this could lead to a total loss of invested funds. MiCAR aims to lay down rules to deter market abuse.

I.4 Project Implementation-Related Risks

Reliance on Project Development and Milestones: The successful implementation of the POPOLOGY® Network and the functional relevance of POPOLOGY@coin depend on the effective and timely development of the platform. The project has stated plans to launch the token to mainnet in December 2025. Delays in development, unforeseen technical challenges, or failure to implement planned features could negatively affect the platform's ability to deliver services as intended. This includes aspects such as infrastructure development and integrations. The token offeror reserves the right to revise the development roadmap at any time, including suspending or discontinuing certain features, meaning purchasers should not assume the delivery of specific functionalities unless explicitly guaranteed.

Funding and Resource Allocation Risks: The successful execution of the project is often dependent on securing necessary funds through token sales or other means. If fundraising targets are not met in full, it may lead to budget adjustments, delays, scaling down, or even discontinuation of the project. Mismanagement or insufficient allocation of financial or human resources could impede the timely delivery of project milestones.

Dependency on External Partners and Third-Party Infrastructure: The POPOLOGY® Network may rely on various external systems and service providers for its deployment and operations. Engaging with these entities introduces counterparty risks, including the failure of the other party to fulfill their obligations due to factors such as insolvency, regulatory non-compliance, or fraudulent activities. Such failures could significantly impact the ability to operate the platform or trade the token.

Operational Risks: Failure to develop or maintain effective internal control mechanisms or encountering difficulties in their implementation or improvement could harm the issuer's business, causing disruptions, financial losses, or reputational damage. Issuers are generally required to identify sources of operational risk and minimize them through appropriate systems, controls, and procedures, as well as establish business continuity policies and plans to ensure data preservation and activity maintenance in case of ICT system interruptions.

I.5 Technology-Related Risks

Blockchain Dependency and Network Risks: The POPOLOGY®coin is entirely dependent on the underlying blockchain infrastructure, specifically Ethereum's Proof-of-Stake model via Layer 2 solutions. Any issues with these networks, such as downtime, congestion, security incidents, or project changes, could adversely affect the token's functionality, transferability, or trading. This also includes potential gas fee volatility impacting transaction costs and efficiency. Blockchain network overloads or security issues can cause transaction delays or failures. Furthermore, blockchain forks (e.g., due to governance decisions on Ethereum) could lead to splits in the blockchain, potential confusion regarding transaction validity, and impact the token's trading and liquidity.

Smart Contract Vulnerabilities: The POPOLOGY®coin operates on smart contracts. These smart contracts are susceptible to coding vulnerabilities, bugs, or security flaws that could be exploited by malicious actors. Such exploitation could lead to unauthorized transactions, asset loss, manipulation of staking. It is important to note that no single audit is guaranteed to catch all possible bugs. Upgrades or changes to the underlying network could affect smart contract behavior, leading to compatibility issues.

Custodial and Private Key Management Risks: The security of crypto-assets like POPOLOGY®coin relies on the secure management of private keys associated with the user's wallet. The loss or theft of private keys results in the permanent loss of assets, as blockchain transactions are generally irreversible. The token holders storing tokens on centralized exchanges or custodial platforms face risks associated with the provision of such centralized services, including risks related to compliant and secure segregation of funds, and robustness of the cybersecurity infrastructures of such providers; that is in addition potential insolvency, hacking incidents, or regulatory seizures of such service providers. While hardware or software providers of non-custodial wallets generally fall outside the scope of direct regulation, ensuring secure management of private keys is paramount for token bearers. Phishing attacks, malware, scams, or improper wallet management increase exposure to hacking attempts.

Technological Obsolescence and Innovation Risk: The blockchain and crypto-asset industry is characterized by rapid innovation. Emerging technologies, new regulatory frameworks, or competitive solutions could render the POPOLOGY® Network's design or the POPOLOGY®coin less competitive or even obsolete. For example, advancements in quantum computing could potentially challenge current cryptographic standards, impacting the security of underlying DLTs. If the offeror fails to continuously adapt to industry trends and maintain innovation, the token's value and demand may decline over time.

Cybersecurity and Data Breach Risks: Beyond smart contract specific vulnerabilities, there are broader cybersecurity risks including hacking incidents, data breaches, and other security flaws affecting the overall infrastructure. These can lead to unauthorized access, asset loss, or disruption of services. Ensuring appropriate ICT systems and security arrangements are in place to safeguard the availability, authenticity, integrity, and confidentiality of data is crucial.

Anonymity and Privacy Risks: Although transactions on public blockchains are pseudonymous, their transparency can allow external observers to analyze user behavior and potentially link wallet addresses to real-world identities. This may expose users to privacy violations, phishing attempts, or reputational risks.

Third-Party Technology Dependencies: The project's technology stack may rely on various third-party technologies or services, beyond just the core blockchain (e.g., cloud infrastructure, blockchain nodes, data storage providers). Failures, downtimes, or security breaches affecting such infrastructure could lead to delays, data loss, degraded performance, or inoperability.

Audit Limitations: No single audit is guaranteed to catch all possible bugs. This means that despite audits, unforeseen vulnerabilities may still pose risks. Auditors also primarily review only the code presented to them, not necessarily deployment scripts or third-party software outcomes, and their reports do not guarantee absolute security.

Consensus and Governance Risks: Errors or vulnerabilities in the consensus mechanism could result in chain forks or network stalls, undermining stability and trust. In addition, weaknesses in project governance—such as lack of transparency, stakeholder imbalance, or slow reaction to network issues—may hinder effective project upgrades and decision-making.

Project Sustainability Risk: If the POPOLOGY® Network fails to achieve sufficient adoption or transaction volume, its token economy may not generate enough activity to support long-term validator incentives, participation, or operational viability. This may lead to future changes in tokenomics or network parameters, potentially affecting holders.

I.6 Mitigation Measures

Leveraging Established and Audited Blockchains: The POPOLOGY® Network relies on the Ethereum blockchain's Proof-of-Stake (PoS) consensus model via Layer 2 solutions. This approach benefits from the significant public scrutiny and established nature of the Ethereum network, which is expected to ensure a stable continuation of the project and reduces risks associated with developing a new, unproven blockchain from scratch.

Secure Private Key Management: Although not explicitly a mitigation measure by the issuer, the design of crypto-assets necessitates that the security of users' tokens relies on their secure management of private keys (Phishing attacks, malware, scams, or improper wallet management increase exposure to hacking attempts).

Access Control and Monitoring: The person seeking admission to trading should ensure that logical access to ICT systems is restricted to authorised individuals designated by them, assigned according to tasks and responsibilities, and limited to individuals who are appropriately trained and monitored. Electronic access by applications to data and systems should be limited to the minimum required for the service.

Incident Response and Contingency Planning: A structured incident response plan is in place to handle potential breaches, smart contract exploits, or infrastructure outages. This includes predefined escalation paths, forensic analysis protocols, communication procedures, and remediation strategies designed to minimize impact and ensure transparent handling of adverse events.

Transparent Communication with Users and Stakeholders: Ongoing updates regarding the POPOLOGY® Network, security practices, governance decisions, and system upgrades are communicated transparently to users and stakeholders. This proactive approach strengthens community trust and enables informed decision-making among token holders.

J. PART J – INFORMATION ON THE SUSTAINABILITY INDICATORS IN RELATION TO ADVERSE IMPACT ON THE CLIMATE AND OTHER ENVIRONMENT-RELATED ADVERSE IMPACTS

J.1 Adverse impacts on climate and other environment-related adverse impacts

S.1 Name	Popology Limited
S.2 Relevant legal entity identifier	6EH6 (BVI Company Limited by Shares)
S.3 Name of the crypto-asset	POPOLOGY®coin
S.4 Consensus Mechanism	<p>The POPOLOGY® Network leverages Ethereum's Proof of Stake (PoS) consensus mechanism through the Arbitrum rollup framework.</p> <p>While transactions are executed and batched on Arbitrum's Layer 2 infrastructure, their final settlement and validation occur on the Ethereum PoS Layer 1 chain, inheriting its security and decentralization to participate directly via compatible exchanges or staking interfaces. Key advantages of PoS include:</p>

	<ul style="list-style-type: none"> • No hardware requirements – staking requires only token ownership and time commitment; • Scalability – higher transaction throughput and lower costs; • Cost-effectiveness – reduced operational and energy costs; • Rewards – stakers are granted network rewards in return for contributing to the validation and security of the blockchain; • Eco-friendliness – minimal carbon footprint and reduced environmental impact.
S.5 Incentive Mechanisms and Applicable Fees	<p>The Rewards Pool functions as an incentive mechanism to stimulate early participation and sustained engagement in the POPOLOGY® Network. Through smart contracts, a portion of POPOLOGY®coin is reserved for controlled release to users exhibiting beneficial network behavior, as determined by Delegates. This ensures a fair and broad distribution among users actively contributing to the ecosystem's growth.</p> <p>Objectives of the Rewards Pool:</p> <ul style="list-style-type: none"> • Lower entry barriers by providing initial access without purchase cost; • Encourage continuous engagement through transparent, conditional rewards; • Promote circulation and network activity as part of the community culture. <p>Applicable fees within the POPOLOGY® ecosystem are limited to transaction fees required by the underlying Arbitrum Layer 2 chain. These are minimal, ensuring accessibility and inclusivity across user segments.</p>
S.6 Beginning of the period to which the disclosure relates	2024-11-08
S.7 End of the period to which the disclosure relates	2025-11-08
S.8 Energy consumption	<p>Arbitrum constitutes an energy-efficient Layer-2 network operating on the Ethereum blockchain. Owing to its Proof-of-Stake (PoS) settlement and rollup-based architecture, the network demonstrates a substantially lower environmental impact compared to traditional Proof-of-Work (PoW) blockchains.</p> <p>Following Ethereum's transition to PoS in September 2022, its annual carbon emissions decreased from more than 11 million tons to approximately 870 tons of CO₂ per year. As a Layer-2 solution, Arbitrum depends on Ethereum for finality and security, while generating only a fraction of these emissions, primarily attributable to the operation of validator and sequencer nodes.</p> <p>Current independent estimates indicate that Arbitrum's total carbon emissions amount to approximately 1–3 tons of CO₂ per month, or 20–30 tons of CO₂ per year, representing less</p>

	<p>than 5% of Ethereum’s post-Merge emissions. Even without official reports, it is clear that Arbitrum’s footprint totals mere tens of tons per year, which is orders of magnitude lower than the carbon footprint of Proof-of-Work networks</p> <p>Through the use of its rollup mechanism, Arbitrum consolidates thousands of individual transactions into a single Layer-1 batch submission, thereby reducing the energy intensity per transaction by more than 90%. Empirical analyses suggest that one Ethereum Layer-1 transaction consumes approximately 0.0026 kWh of electricity—equivalent to 1–2 grams of CO₂ based on global average energy-mix factors. In contrast, one Arbitrum transaction is estimated to produce well below 1 gram of CO₂, often within the tenths-of-a-gram range.</p> <p>Given this efficiency, Arbitrum’s network operations may be classified under a “Light Green” environmental profile, reflecting a low carbon intensity consistent with the principles set out in the Commission Delegated Regulation adopted pursuant to Article 6(12) of Regulation (EU) 2023/1114. Even complex decentralized finance (DeFi) transactions executed through Arbitrum are associated with negligible incremental emissions compared to primary Layer-1 activity.</p> <p>In summary, available data indicate that Arbitrum’s aggregate annual emissions remain in the range of tens of tons of CO₂, and individual transactions generate only fractions of a gram of CO₂. These findings confirm that Arbitrum—alongside other PoS and rollup-based infrastructures—materially reduces the environmental footprint of blockchain operations and constitutes one of the most sustainable technological solutions currently in use.</p>
<p>S.9 Energy consumption sources and Methodologies</p>	<p>The figures disclosed in field S.8 are derived from publicly available data and independent research on the environmental impact of Ethereum’s Proof-of-Stake network and Layer-2 rollup infrastructures. Quantitative estimates for Arbitrum’s annual energy consumption and associated CO₂ emissions are based on the following approach:</p> <ul style="list-style-type: none"> • Baseline reference: post-Merge Ethereum energy data and carbon footprint analyses published in peer-reviewed and independent studies (including open-access sources such as Byecoin (2024) and MDPI (2024)). • Comparative adjustment: proportional scaling of Ethereum’s total energy use to reflect Arbitrum’s Layer-2 architecture, assuming a transaction-level energy efficiency gain of >90% due to batching and rollup validation. • Conversion factors: standard global emission factors applied (0.4 kg CO₂ / kWh) to derive equivalent annual electricity consumption (estimated at 10 000–15 000 kWh per year). • Estimates: data represent reasonable estimates derived from best efforts and publicly available benchmarks. <p>No external verification has been performed. Figures will be updated in subsequent disclosures following the availability of consolidated industry data.</p>

In accordance with Article 4(2) of Commission Delegated Regulation (EU) 2025/422, supplementary key indicators on energy and GHG emissions have not been included, as the total estimated annual energy consumption remains well below the materiality threshold of 500 000 kWh per year.