MiCA Crypto Alliance

saucerswap® LABS

SAUCE MiCA White Paper

Prepared with assistance from the MiCA Crypto Alliance

Index

I.Compliance with duties of information

N	Field	Content
00	Table of contents	
01	Date of notification	2025-10-01
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 person seeking admission to trading 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 of the European Parliament and of the Council 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.

N	Field	Content
04	Statement in accordance with Article 6(5), points (a), (b), (c) of Regulation (EU) 2023/1114	The crypto-asset referred to in this crypto-asset 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	FALSE
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.

II. Summary

N	Field	Content
07	Warning in accordance with Article 6(7), second subparagraph of Regulation (EU) 2023/1114	Warning The 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 the 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 or any other offer document pursuant to Union or national law.
08	Characteristics of the crypto-asset	SaucerSwap is a decentralized exchange (DEX) and liquidity protocol built natively on the Hedera network. It operates via a suite of non-upgradable, open-source smart contracts that emphasize censorship resistance, security, and self-custody. SAUCE is the native governance and incentive token of SaucerSwap, issued via smart contracts on Hedera using the Hedera Token Service (HTS). Its functions include governance voting in the SaucerSwap DAO; acting as a reward for liquidity providers to incentivize them to provide tokens to SaucerSwap's AMM pools, and being staked in designated staking contracts to receive a share of trading fees collected by the protocol. It has a maximum supply of 1 billion SAUCE tokens, with a pre-defined release schedule starting from an initial minting of 500 million tokens at genesis; the remainder to be minted per governance-approved allocation schedule. Transactions are recorded on Hedera's distributed ledger, leveraging its fast finality and low-cost architecture.

N	Field	Content
09		N/A
10	Key information about the offer to the public or admission to trading	This crypto-asset white paper relates to the admission of the SAUCE token to trading on the Kraken trading platform (operated by Payward Ltd. and its affiliates) and on LCX. No public offering, placement, or fundraising of SAUCE tokens is being conducted in connection with this admission. The form of admission is spot market listing for SAUCE trading against selected fiat and/or crypto trading pairs, as determined by Kraken and LCX. Its purpose is to facilitate secondary market trading of SAUCE tokens already in circulation, improving liquidity and accessibility for prospective holders. The scope of admission covers existing circulating SAUCE supply; no new tokens are issued for the purpose of this admission. Trading commencement date and trading pairs will be announced by Krakenand LCX in accordance with its listing procedures and applicable regulations. This admission does not affect the total supply, emission schedule, or tokenomics of SAUCE. Kraken and LCX will apply its standard listing, custody, and compliance policies to SAUCE. Transferability of SAUCE on Kraken and LCX will be subject to the exchange's terms of service and any applicable jurisdictional restrictions.

Part A: Information about the offeror or the person seeking admission to trading

N	Field	Content
A.1	Name	SaucerSwap Labs , LLC.
A.2	Legal form	6TPA
A.3	Registered address	5472 First Coast Hwy, Suite 14, Fernandina Beach, US-FL 32034, US
A.4	Head office	Same as registered address
A.5	Registration date	2023-07-21
A.6	Legal entity identifier	N/A
A.7	Another identifier required pursuant to applicable national law	FEI/EIN Number: 88-0825973
A.8	Contact telephone number	+1 (207) 252-8914
A.9	E-mail address	legal@saucerswap.finance
A.10	Response time (days)	005
A.11	Parent company	N/A
A.12	Members of management body	Identity / Address / Function: Peter Campbell — 5472 First Coast Hwy, Suite 14, Fernandina Beach, US-FL 32034, US — Owner; Markus Bergvinson — 5472 First Coast Hwy, Suite 14, Fernandina Beach, US-FL 32034, US — Chief Strategy Officer; Joseph Bergvinson — 5472 First Coast Hwy, Suite 14, Fernandina Beach, US-FL 32034, US — Co-Founder, Operations & Tokenomics
A.13	Business activity	Development, deployment, and maintenance of decentralized exchange and liquidity protocol infrastructure on the Hedera network; support of community governance processes (SaucerSwap DAO); and related DeFi ecosystem services.

N	Field	Content
A.14	Parent company business activity	N/A
A.15	Newly established	FALSE
A.16	Financial condition for the past three years	Over the past three fiscal years SaucerSwap Labs (“SaucerSwap Labs”) has evolved from a grant-seeded launch to a self-funding, debt-free enterprise with ample liquidity headroom. In 2023 it secured a 20 million HBAR ecosystem grant, reached main-net scale, and ran close to cash-neutral while retaining zero external liabilities . Throughout 2024, steady growth in on-chain volumes and the move to concentrated-liquidity pools tripled interface-fee revenue, reducing grant dependence to a low-teens share of income and allowing all engineering, security, and incentive costs to be met from recurring cash flow. In 2025 to date, the rollout of the ERC-20< >HTS wrapper and the recently launched LayerZero cross-chain markets have lifted weekly trading to record highs—pushing cumulative turnover above US $4.6 billion —so interface and bridging fees now fund virtually all operating burn. SaucerSwap Labs therefore maintains a multi-year runway, continues to reinvest retained earnings into R&D, and carries no loans, liens, or token-backed obligations, providing a stable financial footing consistent with MiCA disclosure standards.
A.17	Financial condition since registration	N/A

Part B: Information about the issuer, if different from the offeror or person seeking admission to trading

Creation/mint authority for SAUCE is governed by an autonomous “MasterChef” smart contract that holds the supply key. SaucerSwap Labs does not control that contract and has no unilateral minting authority. Therefore, while the issuer is different from the person seeking admission to trading, there is no single identifiable or controlling issuer.

N	Field	Content
B.1	Issuer different from offeror or person seeking admission to trading	TRUE
B.2	Name	N/A
B.3	Legal form	N/A
B.4	Registered address	N/A
B.5	Head office	N/A
B.6	Registration date	N/A
B.7	Legal entity identifier	N/A
B.8	Another identifier required pursuant to applicable national law	N/A
B.9	Parent company	N/A
B.10	Members of the management body	N/A
B.11	Business activity	N/A
B.12	Parent company business activity	N/A

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 This section is not applicable as this white paper has not been drawn up by the operator of a trading platform.

N	Field	Content
C.1	Name	N/A
C.2	Legal form	N/A
C.3	Registered address	N/A
C.4	Head office	N/A
C.5	Registration date	N/A
C.6	Legal entity identifier	N/A
C.7	Another identifier required pursuant to applicable national law	N/A
C.8	Parent company	N/A
C.9	Reason for crypto-asset white paper preparation	N/A
C.10	Members of management body	N/A
C.11	Operator business activity	N/A
C.12	Business activity of parent company	N/A
C.13	Other persons drawing up the crypto-asset white paper according to Article 6(1), second subparagraph, of Regulation (EU) 2023/1114	N/A
C.14	Reason for drawing the white paper by persons referred to in Article 61, second subparagraph, of Regulation EU 2023/1114	N/A

Part D: Information about the crypto-asset project

<table>
<tr><th>N</th><th>Field</th><th>Content</th></tr>
<tr><td>D.1</td><td>Crypto-asset project name</td><td>SaucerSwap</td></tr>
<tr><td>D.2</td><td>Crypto-asset’s name</td><td>SAUCE</td></tr>
<tr><td>D.3</td><td>Abbreviation</td><td>SAUCE</td></tr>
<tr><td>D.4</td><td>Crypto-asset project description</td><td>SaucerSwap is a decentralized exchange or DEX and liquidity protocol built natively on the Hedera network. It enables users to swap tokens, provide liquidity, and earn yield via permissionless, smart contract–driven markets. The protocol integrates with the Hedera Token Service (HTS) and Hedera Smart Contract Service (HSCS) to offer fast, low-cost, and fair-ordered transactions, minimizing front-running risk.

SaucerSwap features two primary AMM implementations:
• V1 Pools – Constant-product pools similar to Uniswap V2, allowing users to deposit token pairs and earn trading fees plus SAUCE emissions.
• V2 Pools – Concentrated liquidity pools enabling LPs to allocate capital to specific price ranges, improving capital efficiency and earning potential.

The project is governed by the SaucerSwap DAO, where SAUCE token holders propose and vote on protocol upgrades, incentive structures, and treasury management.</td></tr>
<tr><td>D.5</td><td>Details of all natural or legal persons involved in the implementation of the crypto-asset project</td><td><table><tr><th>Name</th><th>Address/Domicile</th></tr><tr><td>SaucerSwap Labs</td><td>5472 First Coast Hwy, Suite 14, Fernandina Beach, US-FL 32034, US</td></tr><tr><td>SaucerSwap DAO</td><td>N/A</td></tr></table></td></tr>
<tr><td>D.6</td><td>Utility Token Classification</td><td>FALSE</td></tr>
<tr><td>D.7</td><td>Key Features of Goods/Services for Utility Token Projects</td><td>N/A</td></tr>
</table>

N	Field	Content
D.8	Plans for the token	**Past milestones** • July 2022 – SAUCE token launch and initial liquidity incentives funded by a 20M HBAR grant. • 2022 Q3 – Deployment of V1 AMM pools. • 2023 Q1 – Launch of staking contract for SAUCE rewards. • 2023 Q4 – Release of concentrated liquidity V2 pools. **Future roadmap** • Expansion of token pairs and pool types on Hedera. • Integration with cross-chain liquidity protocols. • Enhanced DAO governance tooling.
D.9	Resource Allocation	SaucerSwap Labs allocates its financial and operational resources across four principal domains: • **Protocol Infrastructure:** A core portion of capital is directed toward the development, optimisation, and maintenance of SaucerSwap Labs's decentralised exchange architecture. This includes engineering work on the automated market maker (AMM), concentrated liquidity mechanics, and associated smart contracts, as well as continuous upgrades to the user interface. • **Liquidity Incentives:** SaucerSwap Labs funds targeted incentive programmes to support liquidity provisioning and trading activity. These incentives, covering both core and extended pools, are fully financed through recurring revenue streams such as interface and bridging fees, without reliance on grants or token issuance. • **Security and Compliance:** Resources are allocated to internal and third-party smart contract audits, vulnerability testing, and real-time monitoring. SaucerSwap Labs also dedicates operational budget to compliance-aligned tooling, including protocol-level analytics and risk surveillance mechanisms relevant to regulatory expectations alignment, including MiCA reporting standards. • **Cross-Chain Expansion and R&D:** A portion of retained earnings is reinvested into research and development initiatives focused on cross-chain infrastructure, notably the ERC-20< >HTS token wrapper and LayerZero-powered interoperability modules. SaucerSwap Labs allocated its total supply of SAUCE tokens across functional areas central to the protocol's development and sustainability:

N	Field	Content
		• 300 million tokens were locked in non-upgradable vesting contracts under SaucerSwap Labs administration, supporting core development, operations, marketing, and advisory functions. • An additional 200 million tokens were distributed by the SaucerSwap DAO to support community initiatives, liquidity provisioning, and early ecosystem operations. • The remaining 500 million tokens are being emitted algorithmically via smart contracts through 2028, dedicated to yield farming, governance participation, and broader ecosystem expansion.
D.10	Planned Use of Collected Funds or Crypto-Assets	Not applicable – this white paper relates to admission to trading; no funds are being raised.

Part E: Information about the offer to the public of crypto-assets or their admission to trading

N	Field	Content
E.1	Public Offering and/or Admission to trading	ATTR
E.2	Reasons for Public Offer and/or Admission to trading	The purpose of admission is to provide secondary market access to SAUCE tokens, enhance liquidity, and expand accessibility to EU-based retail and institutional participants.
E.3	Fundraising Target	N/A
E.4	Minimum Subscription Goals	N/A
E.5	Maximum Subscription Goal	N/A
E.6	Oversubscription Acceptance	N/A
E.7	Oversubscription Allocation	N/A
E.8	Issue Price	N/A
E.9	Official currency or any other crypto-assets determining the issue price	N/A
E.10	Subscription fee	N/A
E.11	Offer Price Determination Method	N/A
E.12	Total Number of Offered/Traded CryptoAssets	1,000,000,000
E.13	Targeted Holders	ALL
E.14	Holder restrictions	N/A
E.15	Reimbursement Notice	N/A

N	Field	Content
E.16	Refund Mechanism	N/A
E.17	Refund Timeline	N/A
E.18	Offer Phases	N/A
E.19	Early Purchase Discount	N/A
E.20	Time-limited offer	N/A
E.21	Subscription period beginning	N/A
E.22	Subscription period end	N/A
E.23	Safeguarding Arrangements for Offered Funds /CryptoAssets	N/A
E.24	Payment Methods for Crypto-Asset Purchase	N/A
E.25	Value Transfer Methods for Reimbursement	N/A
E.26	Right of Withdrawal	N/A
E.27	Transfer of Purchased Crypto-Assets	N/A
E.28	Transfer Time Schedule	N/A
E.29	Purchaser's Technical Requirements	A verified Kraken/LCX account (for on-exchange purchases) and a compatible Hedera wallet (for off-exchange withdrawals).
E.30	Crypto-asset service provider (CASP) name	N/A
E.31	CASP identifier	N/A
E.32	Placement form	NTAV
E.33	Trading platforms name	Kraken/LCX
E.34	Trading platforms Market Identifier Code (MiC)	PGSL/LCXE

N	Field	Content
E.35	Trading platforms access	Access to SAUCE trading on Kraken and LCX requires a verified account, subject to the platform's KYC and AML requirements. Both Kraken and LCX services may not be available in all jurisdictions.
E.36	Involved costs	Users may incur standard trading fees set by the trading platform when buying or selling SAUCE through one. Additional Bitcoin network fees may apply for deposits or withdrawals. No fees are charged by the issuer.
E.37	Offer Expenses	N/A
E.38	Conflicts of Interest	N/A
E.39	Applicable law	Ireland
E.40	Competent court	Ireland

Part F: Information about the crypto-assets

N	Field	Content
F.1	Crypto-Asset Type	Crypto- assets other than ART/EMT (Title II MiCA).
F.2	Crypto-asset functionality	SAUCE is a fungible, transferable token issued on the Hedera network via the Hedera Token Service. It is divisible to eight decimal places and conforms to Hedera's token standard, enabling compatibility with Hedera wallets, decentralized applications, and smart contracts. SAUCE serves as the governance and incentive token for the SaucerSwap protocol: • **Governance:** Token holders can submit and vote on proposals concerning protocol upgrades, fee structures, incentive programs, and treasury allocations. Access to governance is proportional to the number of SAUCE tokens held (1 token = 1 vote). • **Staking:** SAUCE can be staked in designated smart contracts to earn a share of protocol fees, HBAR staking rewards, and additional SAUCE emissions. • **Liquidity Incentives:** Distributed to liquidity providers in eligible AMM pools as determined by DAO governance. • **Access Rights:** DAO-approved beta features or gated protocol functions may require SAUCE holdings.
F.3	Planned Application of Functionalities	The core functionalities of the crypto asset are expected to remain stable. The SaucerSwap DAO may introduce new functionalities, use cases and ecosystem development programmes for Saucerswap more generally. Planned developments include: • Integration with cross-chain liquidity solutions, potentially extending governance scope to multi-chain deployments. • Expansion of staking contracts to support more asset types and fee-sharing models. • Development of new incentive programs for ecosystem partners and long-term liquidity providers.
A description of the characteristics of the crypto-asset, including the data necessary for classification of the crypto-asset white paper in the register referred to in Article 109 of Regulation (EU) 2023/1114, as specified in accordance with paragraph 8 of that Article		

N	Field	Content
F.4	Type of crypto-asset white paper	OTHR
F.5	The type of submission	NEWT
F.6	Crypto-asset characteristics	Fungible token on the Hedera Token Service; transferable; divisible to eight decimal places; governed by the SaucerSwap DAO; used for governance, staking, and liquidity incentives; total fixed supply of 1,000,000,000 SAUCE.
F.7	Commercial name or trading name	SaucerSwap
F.8	Commercial name or trading name	https://www.saucerswap.finance
F.9	Starting date of the offer to the public or admission to trading	2025-10-29
F.10	Publication date	2025-10-29
F.11	Any other services provided by the issuer	N/A
F.12	Language or languages of the 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	N/A
F.14	Functionally Fungible Group Digital Token Identifier, where available	N/A
F.15	Voluntary data flag	FALSE
F.16	Personal data flag	TRUE
F.17	LEI eligibility	TRUE

N	Field	Content
F.18	Home Member State	Ireland
F.19	Host Member States	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Liechtenstein, Norway.

Part G: Information on rights and obligations relating to crypto-asset

N	Field	Content
G.1	Purchaser Rights and Obligations	N/A as there is no contract governing how crypto asset-holders may hold or use the crypto assets.
G.2	Exercise of Rights and obligations	N/A. The primary right associated with this token is the ability to trade or transfer the token, which is exercised through standard Hedera transactions.
G.3	Conditions for modifications of rights and obligations	N/A as there is no contract governing how crypto asset-holders may hold or use the crypto assets.
G.4	Future public offers	N/A
G.5	Website of the issuer	N/A
G.6	Utility token classification	FALSE
G.7	Key features of goods/services of utility tokens	N/A
G.8	Utility tokens redemption	N/A
G.9	Non-trading request	TRUE
G.10	Crypto-assets purchase or sale modalities	N/A
G.11	Crypto-assets transfer restrictions	None. Trading platforms may of their own accord impose restrictions on buyers and sellers of these tokens.
G.12	Supply adjustment protocols	FALSE
G.13	Supply adjustment mechanisms	N/A
G.14	Token value protection schemes	FALSE

N	Field	Content
G.15	Token value protection schemes description	N/A
G.16	Compensation schemes	FALSE
G.17	Compensation schemes description	N/A
G.18	Applicable law	There is no written legal agreement between the person seeking admission to trading and the crypto asset-holder that sets out the laws that govern the legal relationship between those two parties. In the absence of such an agreement, the laws that govern that relationship will depend on the location of the issuer and the given crypto asset-holder and characteristic performance of the legal relationship, and any agreed intention of the issuer and crypto asset-holder.
G.19	Competent court	There is no written legal agreement between the person seeking admission to trading and the crypto asset-holder that sets out the laws that govern the legal relationship between those two parties. In the absence of such an agreement, the laws of the competent court will depend on the location of the issuer and the given crypto asset-holder and characteristic performance of the legal relationship, and any agreed intention of the issuer and crypto asset-holder.

Part H: Information on the underlying technology

N	Field	Content
H.1	Distributed ledger technology (DLT)	SaucerSwap operates on the public mainnet of Hedera Hashgraph, a public, permissioned distributed ledger which uses a hashgraph consensus algorithm rather than blockchain. Transactions are timestamped and ordered via virtual voting and gossip-about-gossip protocol, providing high throughput and finality within seconds.
H.2	Protocols and technical standards	**Hedera Network Services** • HSCS (EVM). Solidity contracts execute on Hedera's Besu-based EVM (HIP-26 migration from Ethereum to Hyperledger Besu). • HTS (Hedera Token Service). Native fungible & NFT tokens with token association and key-based controls; callable from EVM via the HTS system smart contract at 0x167. **State & data model** AMM pools, routers, and position-manager contracts run in HSCS; assets are HTS tokens (fungible & NFT) custodied by contracts after explicit token association. In V2, each LP position is an HTS NFT minted by the position manager (positions are non-fungible because liquidity is bound to price ranges). **AMM designs** • V1 (constant-product AMM). A Uniswap v2-style x·y = k market maker adapted to HTS via HSCS. • V2 (concentrated liquidity). A Uniswap v3-style CLMM with price-range-bounded liquidity and per-pool fee tiers; Hedera-specific adaptations include USD-denominated pool/position fees computed via 0x168. **Token standards & custody model** • HTS fungibles/NFTs via 0x167. Contracts invoke HTS to create/mint/burn/transfer/associate tokens; association is required before custody by users or contracts. • LP positions as HTS NFTs. V2 position ownership is represented by HTS NFTs minted by the NonfungiblePositionManagerV2 contract.

N	Field	Content
		System contracts / precompiles used • HTS system smart contract at 0x167 (token operations & associations). • Exchange-rate system contract at 0x168, enabling USD-pegged fee logic in SaucerSwap v2. The contract converts tinycents to tinybars (HBAR to USD conversions) using the network rate in system file 0.0.112, exposing USD-denominated logic to EVM contracts (used by SaucerSwap v2 for pool/position fees). **Routing and pathing of trades** SaucerSwap v2 uses conventions similar to Uniswap v3 for executing trades across multiple tokens ("multi-hop routing"). In practice, this means that a single swap can move through several trading pairs in sequence, with the protocol automatically calculating the path and fees. When swaps involve Hedera's native currency (HBAR), the system uses a wrapped version (WHBAR) to ensure compatibility with smart contracts, and then automatically converts it back to HBAR for the user. **Price oracles** SaucerSwap v2 also provides built-in price oracles modeled on Uniswap v3. These record historical price data within the pools and allow other protocols to reference a "time-weighted average price" (TWAP). This design helps protect against short-term price manipulation and ensures that downstream applications can rely on more stable pricing data. **JSON-RPC / tooling standards** HSCS supports standard EVM JSON-RPC (HIP-482), enabling use of ethers.js / web3 and MetaMask; Hedera publicly documents RPC access and chainId 295 for mainnet. **Hybrid tokenisation model** SaucerSwap builds on Hedera's hybrid model, where its smart contracts connect directly with the Hedera Token Service (HTS) through a standardised system interface. This design enables SaucerSwap's liquidity pool tokens, liquidity position NFTs, and governance tokens to function much like familiar ERC-20 or ERC-721 assets on Ethereum. As a result, users and developers can interact with SaucerSwap using common Ethereum tools such as MetaMask and ethers.js.

N	Field	Content
H.3	Technology Used	SaucerSwap publishes mainnet contract IDs (e.g., V2Factory, SwapRouter, QuoterV2, NonfungiblePositionManagerV2/LP-NFT, WHBAR, V1Factory/Router, etc.) for auditability and integration.
H.4	Consensus Mechanism	Not applicable as SAUCE is a token and therefore does not have its own consensus mechanism. The underlying base layer on which SAUCE is minted, the Hedera DLT, uses Proof-of-Stake (PoS) as the consensus algorithm with asynchronous Byzantine Fault Tolerant (aBFT) hashgraph consensus mechanism. Validator nodes are operated by Hedera Governing Council members; stake-weighted voting determines transaction order and finality.
H.5	Incentive Mechanisms and Applicable Fees	**DEX-level incentives** SaucerSwap generates protocol revenue through swap fees. • V1: a fixed 0.30% swap fee applied to all pools. • V2: variable fee tiers chosen at pool creation (0.05%, 0.15%, 0.30%, or 1.00%). Fee distribution follows a defined standard: five-sixths of each fee goes directly to liquidity providers (LPs) as compensation for supplying capital, while one-sixth is retained by the protocol. The retained portion is used for SAUCE token buybacks, with the purchased tokens distributed to the Infinity Pool, a staking pool managed by the SaucerSwap DAO. This pool provides ongoing rewards to SAUCE holders who stake their tokens, creating a long-term incentive mechanism tied to the protocol's trading activity. In addition to swap fees, SaucerSwap v2 uses the Liquidity-Aligned Reward Initiative (LARI) to incentivize liquidity providers. Under LARI, rewards are distributed automatically every two weeks to addresses that actively supply liquidity to v2 pools. Unlike the earlier "yield farming" system in v1, LARI does not require users to stake tokens separately. Rewards can be distributed in SAUCE or other tokens, depending on the parameters set for each campaign. This mechanism ensures that incentives go to providers whose liquidity is actually being used by traders, aligning rewards with the quality of liquidity provided. Furthermore, the protocol routes its protocol-fee buybacks (and other

N	Field	Content
		sources of revenue) into the Infinity Pool; stakers receive xSAUCE, whose value accretes relative to SAUCE. This is known as “single sided staking” as opposed to liquidity pool staking whereby two tokens are contributed to a liquidity pool, exposing the provider to the price divergence between the two assets. **Fees Applicable To Users** As a consequence of running on Hedera, SaucerSwap fees are denominated on USDC. SaucerSwap V2 leverages Hedera’s Exchange-Rate system contract (EVM precompile 0x168), which sources fiat-to-HBAR rates from system file 0.0.112. This enables pool and position creation fees to be denominated in “USD semantics”, while still being paid on HBAR. **Native layer fees and incentives** Hedera publishes USD-denominated fee schedules for each API, with conversion handled by the network and surfaced on-chain; application -level fees are separate. Hedera’s Governing Council approved changes to the staking algorithm on Aug 4, 2023, including a maximum staking reward of 2.5%, dynamic emission caps, and programmatic adjustments tied to treasury balances. These parameters secure consensus and do not depend on SaucerSwap.
H.6	Use of Distributed Ledger Technology	FALSE
H.7	DLT Functionality Description	N/A
H.8	Audit	TRUE
H.9	Audit outcome	**V1 audits (Hacken, Jul–Nov 2022)** Hacken reviewed SaucerSwap’s staking, core contracts, MasterChef, and swap/router components. The reports identified several low- and medium-severity issues, such as potential reentrancy risks and minor input validation weaknesses. All identified issues were remediated before mainnet deployment. Hacken confirmed that no critical vulnerabilities remained.

N	Field	Content
		V1 updated router (Omniscia, Jun 7, 2023) Omniscia assessed the updated router contract in preparation for SaucerSwap's transition toward v2. The audit noted two medium-severity issues and one low-severity issue, mainly relating to gas efficiency and function parameter handling. The project team implemented the recommended fixes, and Omniscia verified the patches. **V2 audits (Omniscia, Sep 27, 2023)** Omniscia performed an audit of the v2 Core (concentrated liquidity market maker) and Periphery contracts. The report documented one medium-severity issue concerning edge-case liquidity accounting and several informational notes. All issues were resolved prior to launch. Public communications from SaucerSwap confirmed that the final Omniscia report served as a launch gate, ensuring v2 went live with no unresolved critical or high-severity vulnerabilities.

Part I: Information on the risks

N	Field	Content
I.1	Offer-Related Risks	**Irreversibility of transactions** Transfers to and from the trading venue and on-chain settlements are final once confirmed on the Hedera network. Payments sent in error, under coercion, or due to fraud cannot be reversed at the protocol level. A court may order compensatory transfers, but such orders cannot be enforced on-chain without control of the private keys. Users should therefore treat all transfers as non-reversible and verify addresses and network details before sending. **Standard Trading Risks** • **Initial volatility:** At or near first admission, order books can be thin and spread wide. Early trades may experience higher slippage and price swings until depth develops. • **General volatility:** There may be rapid price changes due to shifting demand, order-book imbalances, and overall market sentiment. Price levels achieved shortly after admission may not be indicative of longer-term value. • **Volatility from liquidity:** Insufficient liquidity on exchanges or trading platforms could lead to large price swings, impacting the ability to sell assets without significant price concessions. **Listing timing and execution** Listing dates and processes on third-party venues can move or be delayed due to platform scheduling, technical reviews, or regulatory checks. If timing changes, early liquidity and price discovery may be affected. **Access and eligibility** Trading access depends on each venue's KYC/AML policies and local availability. The platform may be unavailable in some jurisdictions and users who cannot satisfy onboarding requirements may be unable to trade. **Operational dependencies on the trading platform** Trading relies on the continued operation of the named platform. Outages, maintenance windows, listing suspensions, or wallet upgrades at the platform can interrupt trading, deposits, or withdrawals.

N	Field	Content
		Custody and withdrawals For withdrawals, users need a compatible Hedera wallet. Errors in network selection or address formats during deposits/withdrawals can result in failed transfers or delays at the trading platform. Platform-level fees and blockchain network fees are separate and may change without advance notice.
I.2	Issuer-Related Risks	There is no single issuer. Rather, the creation/mint authority for SAUCE is governed by an autonomous "MasterChef" smart contract that holds the supply key. The absence of a single controlling issuer can reduce accountability, complicate information requests, and limit rapid coordination in exceptional circumstances. **Treasury Risks** SaucerSwap's treasury is funded by protocol activity and DAO allocations. If trading volumes, fee flows, or token demand fall, available funds for development, incentives, or liquidity support may decline, delaying or scaling back initiatives. DAO decisions may also reweight allocations over time, reducing predictability of funding. These factors could weaken execution capacity and, indirectly, perceived utility of SAUCE. **Internal Efficiency and Control Risks** • **Resource allocation efficiency:** Inefficient allocation across infrastructure, product development, security, or community operations can create operational strain, delay roadmap items, or reduce support quality. • **Operational integrity:** Weak internal controls, change management, code review and testing, access management, segregation of duties, and vendor due diligence increase the risk of defects, outages, misconfigurations, or misleading disclosures. • **Governance practices:** Insufficiently transparent processes, unclear accountability, low participation, or slow execution of governance decisions can delay upgrades, misalign incentives, or lead to inconsistent treasury actions. **Operational Integrity** Gaps in internal controls—such as insufficient segregation of duties for privileged operations, incomplete incident-response procedures, or inadequate monitoring—could delay detection of issues, prolong

N	Field	Content
		outages, or lead to operational mistakes that affect users (for example, misconfigured parameters or delayed communications). **Governance Practices** Protocol-level decisions are subject to DAO processes, while SaucerSwap Labs supports development and maintenance. Low voter participation, conflicting stakeholder interests, or prolonged debates can delay time-sensitive changes. Misalignment between community preferences and the offeror's operational plans could slow upgrades or adjustments to incentives. **Partnership Dependencies** The project's delivery depends on coordination between the DAO, core contributors, and external service providers (for example, trading venues or infrastructure vendors). Loss of key contributors, unresolved disputes with vendors, or delays in third-party reviews can impede execution. **Regulatory Risks** Operating across jurisdictions (for example, US incorporation with EU admission to trading) creates overlapping and sometimes conflicting rules. Changes to MiCA or national implementation, venue listing policies, AML/KYC and travel-rule obligations, sanctions screening, tax treatment, and consumer-protection requirements can alter access, marketing, disclosures, or geo-availability. Reclassification risk exists where authorities treat the token differently across regions. In a worldwide community, users may face inconsistent rights, restricted features, or fragmented market access; DAO decisions could also conflict with local laws. Non-compliance or adverse decisions may lead to fines, trading suspensions, or delisting, reducing liquidity and market access.
I.3	Crypto-Assets-related Risks	**Volatility and liquidity** SAUCE is a freely tradable token. Its market value may be volatile and is sensitive to order-book depth on admitted venues and on-chain liquidity. Thin liquidity can amplify price swings and execution slippage. **Market manipulation** Similar to other freely traded tokens, SAUCE may be exposed to behaviours such as spoofing, wash trading on unaffiliated venues, or coordinated campaigns on social channels. Such activity can create

N	Field	Content
		misleading price signals and increase volatility. The offeror does not control third-party trading venues and cannot prevent unauthorised market conduct. **Market risks** Utility is tied to governance, staking, and liquidity incentives on the SaucerSwap protocol. Changes to incentives or future program approvals by governance may alter demand for the token. Furthermore, like other crypto assets, SAUCE may be influenced by macroeconomic factors as well as crypto market trends. **Irreversibility** On-chain SAUCE transfers are final once confirmed. If tokens are sent to the wrong address or transferred under fraud or coercion, they cannot be retrieved by technical means. Courts can order compensatory payments, but enforcement requires cooperation by private key holders. **Key management** As is the case in crypto assets in general, holders must use compatible wallets and correctly follow token-association steps when withdrawing to self-custody. Loss of private keys or phishing can result in irreversible loss. **Custody** Users who choose custodians or trading platforms for storage assume counterparty risk (for example, operational failures, withdrawal pauses, or insolvency at the custodian). Users who self-custody assume operational risk (for example, device failure or mis-backup of seed phrases). Moving between custody models can involve settlement delays and fees. **Privacy** For all crypto assets, on-chain activity is traceable and subject to forensic analysis. Tax treatment of crypto assets varies by jurisdiction, and the lack of harmonised rules complicates compliance for multi-regional users. **Regulatory risks** Like other crypto assets, global compliance requirements are varied, rangingl from sanctions to AML rules and may apply to SAUCE distribution and custody. Regulatory action can result in trading

N	Field	Content
		restrictions, delisting from exchanges, or legal exposure for holders. Furthermore, while centralised exchanges apply KYC/AML rules, decentralised access points or bridge integrations may expose users to regulatory inconsistencies.
I.4	Project Implementation-Related Risks	**Introduction** Project execution depends on timely delivery of roadmap items, effective governance, and coordination with third-party venues and infrastructure. Slippage or disruption in any of these areas can slow feature rollout, reduce usability, and affect perceived token utility. **Technical delays and overruns** Planned items (such as cross-chain integrations, new pool types, and enhanced DAO tooling) may face unforeseen integration complexity, partner requirements, or resource constraints, leading to timeline slippage or higher development costs. **Quality assurance** Even with testing and external reviews, updates can introduce software bugs, security vulnerabilities, or performance shortfalls in smart contracts, front-end, or indexing components, requiring hotfixes or rollbacks and temporarily degrading user experience. **Dependency on third parties** Admission to trading depends on external platforms, and protocol operation depends on the Hedera network and supporting services (for example, RPC relays, indexers, oracles, and security reviewers). These parties set their own maintenance windows, listing rules, and communication policies; outages, suspensions, or policy changes can delay releases, interrupt trading flows, or constrain features. **Adoption by users** New features (for example, revised pool types or governance tools) may see slower uptake if perceived benefits are unclear, transitions are complex, or learning costs are high, reducing the expected impact of delivered work. **Community support** DAO participation and developer engagement can vary over time. Low turnout, misalignment on priorities, or extended debates can slow decision-making and delay execution, and public disagreements can create negative sentiment.

N	Field	Content
		Market penetration Competing DEXs and changing user preferences may limit traction in target segments. If marketing messages, partnerships, or market readiness are insufficient, usage growth may lag expectations. **Human resources** Delivery relies on retaining and coordinating skilled contributors (for example, smart-contract engineers, front-end developers, DevOps, security reviewers). Loss of key contributors or difficulty onboarding replacements can delay milestones and reduce delivery quality.
I.5	Technology-Related Risks	**Smart-contract defects** Automated market makers (v1 constant-product and v2 concentrated-liquidity) and their routers hold and move user funds by code. Logic errors, rounding or edge-case accounting bugs, or reentrancy/ authorisation flaws could lead to loss of funds or incorrect accounting before they are detected and patched. **Upgrade and permissions risk** Some protocol parameters may be changeable through governance or designated contracts. If governance keys, multi-sig signers, or administrative paths are compromised, misused, or misconfigured, parameters such as fee switches or incentives could be altered in ways that harm users. Supply control residing in an autonomous contract reduces unilateral control by the offeror but limits rapid intervention in exceptional situations. **Oracle and pricing risk** Pool-native observations that support time-weighted average prices can still be influenced in thin-liquidity markets or over short observation windows. In such conditions, trades or downstream protocols relying on recent prices may execute at distorted rates. **Dependency on Hedera system interfaces** Token operations depend on the Hedera Token Service interface and its system contract. If that interface or its behaviour changes or experiences a defect, token creation, transfers, associations, or burns could be affected. Where USD-referenced operational fees are used, reliance on the on-chain exchange-rate interface adds another technical dependency.

N	Field	Content
		EVM and tooling differences Although contracts execute on Hedera's EVM, differences from Ethereum mainnet environments and reliance on JSON-RPC relays can surface incompatibilities with some tools or libraries. Incorrect assumptions in integrations can lead to failed transactions or unexpected behaviour. **User-side interaction risks on Hedera** Hedera's explicit token-association requirement avoids unsolicited token balances but introduces a step that, if missed or performed incorrectly, can cause failed transfers or delays for users interacting with the protocol or withdrawing from exchanges.
I.6	Mitigation measures	The following mitigation measures are in place: **Offer-Related Risks** • **Irreversibility of transactions:** Pre-transfer warnings and step-by-step guidance emphasise that on-chain settlements are final. Users are instructed to verify network and address details, conduct small test withdrawals first, and (where supported by the venue) maintain approved withdrawal-address lists. • **Standard trading risks:** Admission materials include risk notices on wide spreads and slippage during initial trading. Guidance recommends limit orders and established venues; no statements imply price support. • **Listing timing and execution:** Official channels provide scheduling updates and contingency notices if a venue reschedules, reducing confusion during price discovery. • **Access and eligibility:** Onboarding instructions set out venue KYC/AML requirements and any geographical restrictions so users understand prerequisites before attempting to trade. • **Operational dependencies on the trading platform:** Maintenance windows, service interruptions, or suspensions announced by venues or custodians are relayed through official channels to inform users promptly. **Issuer-Related Risks** • **No single issuer:** On-chain governance with public proposal and voting records provides transparency over material changes. Designated disclosure channels are maintained so users know where operational communications will appear.

N	Field	Content
		• **Treasury risks:** Treasury allocations occur via DAO proposals; protocol-fee buybacks directed to staking help smooth variability in available funding. Budgeting updates and allocation changes are communicated to aid planning by contributors and service providers. • **Internal efficiency and control:** Defined change-management expectations (review, testing, phased release) and segregation of duties for privileged operations lower the risk of misconfiguration or rushed deployment. Key third-party services are subject to basic due-diligence and spend controls. • **Governance practices:** A predictable governance cadence (proposal windows and voting periods) and clear assignment of implementation responsibilities improve alignment between approved decisions and delivery timelines. Crypto-Asset-Related Risk Mitigations • **Market conduct and volatility:** The project does not provide price support. Educational materials explain volatility, liquidity depth, and the impact of large orders. Users are directed to established venues and encouraged to review order-book conditions before trading. • **Custody choices:** Materials compare self-custody and third-party custody, outlining operational versus counterparty risks so holders can make informed decisions. • **Privacy and tax:** Disclosures remind users that on-chain activity is traceable and that tax obligations vary by jurisdiction; users should seek local advice. Project Implementation-Related Risk Mitigations • **Technical delays and overruns:** Roadmap items are delivered through phased releases (test, limited production, then full availability) accompanied by change logs, which limits the scope of impact from unforeseen defects or integrations. • **Quality assurance:** Independent audits are commissioned for material contract sets; remedial changes are applied before deployment. Regression testing and limited-scope production deployments with monitoring are used around major upgrades. • **Dependency on third parties:** Where feasible, multiple RPC and indexing providers are configured. Venue maintenance calendars and listing rules are tracked, and pre-approved user communications are prepared for outages or rescheduling events.

N	Field	Content
		• **Market penetration and human resources:** Partnerships and ecosystem programmes focus on actively traded pairs and requested features. Knowledge sharing and documented code ownership reduce single-person dependencies. Technology-Related Risks • **Independent security audits:** SaucerSwap V1 underwent a third party audit by Hacken, covering the Router and Pair contracts. SaucerSwap V2, which includes the Concentrated Liquidity Market Maker (CLMM), and associated modules including SaucerSwap V2, SaucerSwap V2 Oracle, Router, Staking, and Vesting, were audited by Omniscia. The Router contract was subsequently re audited following an update. These reviews mitigate the risk of undiscovered defects prior to and after material releases. • **Governance constraints on control:** Protocol level changes, including upgrades, parameter adjustments, and emissions schedules, are determined by SaucerSwap Decentralised Autonomous Organisation (DAO) voting. Proposal and voting periods as well as quorum thresholds are specified, and outcomes are anchored to the Hedera Consensus Service, ensuring an auditable governance trail. This framework limits unilateral control by any single participant. • **Audited oracle and price query module:** The SaucerSwap V2 Oracle contract formed part of the audited scope. This provides downstream protocols with a reviewed mechanism for accessing pool price observations, reducing risks in price dependent integrations. • **Monitoring and incident response:** Continuous monitoring and a documented incident-communication plan support timely user notices and coordinated remediation if anomalous pool behaviour or service degradation is detected.

Part J: Information on the sustainability indicators in relation to adverse impact on the climate and other environment-related adverse impacts

Mandatory Information on principal adverse impacts on the climate

N	Field	Content
	General Information	
S.1	Name	SaucerSwap Labs Inc.
S.2	Relevant legal entity identifier	FEI/EIN Number: 88-0825973
S.3	Name of the crypto-asset	SAUCE
S.4	Consensus Mechanism	N/A as SAUCE is a token, not a network and as such it does not have its own consensus mechanism. The underlying network, the Hedera DLT, uses hashgraph consensus with Proof of Stake.
S.5	Incentive Mechanisms and Applicable Fees	See H.5
S.6	Beginning of the period to which the disclosure relates	2025-01-01
S.7	End of the period to which the disclosure relates	2025-08-12
	Mandatory key indicator on energy consumption	
S.8	Energy consumption	0.0000024842 kWh per calendar year
	Sources and methodologies	
S.9	Energy consumption sources and methodologies	Data provided by Nodiens to the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Full methodology available at : https://www.micacryptoalliance.com/methodologies

Supplementary Information on the principal adverse impacts on the climate and other environment-related adverse impacts of the consensus mechanism

N	Field	Content
	Supplementary key indicators on energy and GHG emissions	
S.10	Renewable energy consumption	0.4189558990
S.11	Energy intensity	0.00000000003 kWh per transaction
S.12	Scope 1 DLT GHG emissions–controlled	0 t CO_2eq per calendar year
S.13	Scope 2 DLT GHG emissions – purchased	0.0000000007 t CO_2eq per calendar year
S.14	GHG intensity	0.00000000001 kg CO_2eq per transaction
	Sources and methodologies	
S.15	Key energy course & methodologies	Data provided by Nodiens to the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Full methodology available at: https://www.micacryptoalliance.com/methodologies
S.16	Key GHG sources & methodologies	Data provided by Nodiens to the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Full methodology available at: https://www.micacryptoalliance.com/methodologies

Optional information on the principal adverse impacts on the climate and on other environment-related adverse impacts of the consensus mechanism

<table>
<tr><th>N</th><th>Field</th><th>Content</th></tr>
<tr><td colspan="3">Optional Indicators</td></tr>
<tr><td>S.17</td><td>Energy mix</td><td>
<table>
<tr><th>Energy source</th><th>Percentage {DECIMAL-11/10}</th></tr>
<tr><td>Bioenergy</td><td>0.0352408955</td></tr>
<tr><td>Coal</td><td>0.1154630220</td></tr>
<tr><td>Gas</td><td>0.2693360809</td></tr>
<tr><td>Hydro</td><td>0.0849281502</td></tr>
<tr><td>Nuclear</td><td>0.1621401784</td></tr>
<tr><td>Other fossil</td><td>0.0341048197</td></tr>
<tr><td>Other Renewables</td><td>0.0032953446</td></tr>
<tr><td>Solar</td><td>0.1350031895</td></tr>
<tr><td>Wind</td><td>0.1604883192</td></tr>
</table>
</td></tr>
<tr><td>S.19</td><td>Carbon intensity</td><td>0.26422 kg CO_2eq per kWh</td></tr>
<tr><td>S.22</td><td>Generation of waste electrical and electronic equipment (WEEE)</td><td>0.00000000001 t per calendar year</td></tr>
<tr><td>S.23</td><td>Non-recycled WEEE ratio</td><td>0.6062476860</td></tr>
<tr><td>S.24</td><td>Generation of hazardous waste</td><td>0.00000000000 t per calendar year</td></tr>
<tr><td>S.25</td><td>Generation of waste (all types)</td><td>0.00000000001 t per calendar year</td></tr>
<tr><td>S.26</td><td>Non-recycled waste ratio (all types)</td><td>0.6062476860</td></tr>
<tr><td>S.27</td><td>Waste intensity (all types)</td><td>0.00000000006 g per transaction</td></tr>
<tr><td>S.29</td><td>Impact of the use of equipment on natural resources</td><td>Land use: 0.0000000591 m^2</td></tr>
<tr><td>S.31</td><td>Water use</td><td>0.0000000099 m^3 per calendar year</td></tr>
<tr><td>S.32</td><td>Non-recycled water ratio</td><td>0.7653787022</td></tr>
</table>

N	Field	Content
	Sources and methodologies	
S.33	Other energy sources and methodologies	Data provided by Nodiens to the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Full methodology available at: www.micacryptoalliance.com/methodologies
S.34	Other GHG sources and methodologies	Data provided by Nodiens to the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Full methodology available at: www.micacryptoalliance.com/methodologies
S.35	Waste sources and methodologies	Data provided by Nodiens to the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Estimates on individual node weight, hazardous components and deprecation rate are used. Full methodology available at: www.micacryptoalliance.com/methodologies
S.36	Natural resources sources and methodologies	Data provided by Nodiens to the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Usage of natural resources is approximated through land use metrics. Land use, water use and water recycling are calculated based on energy mix-specific estimates of purchased electricity land intensity, purchased electricity water intensity, and water recycling rates. Full methodology available at: www.micacryptoalliance.com/methodologies

MiCA Crypto Alliance

The MiCA Crypto Alliance is a leading collaborative initiative simplifying regulatory compliance across the crypto industry. We provide verified sustainability data and write MiCA-compliant white papers to help token issuers, CASPs and crypto projects meet their disclosure obligations under MiCA.

This alliance focuses on standardising compliance efforts among its members, offering exclusive resources like sustainability indicators and white paper elaboration tools tailored to meet MiCA requirements. By leveraging the collective expertise of its members, the MiCA Crypto Alliance will help reduce the complexities and costs associated with compliance, while setting a high standard for transparency, market integrity, and consumer protection. For more details on joining the MiCA Crypto Alliance.

Visit: **micacryptoalliance.com**
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