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RELEVANT INFORMATION DOCUMENT

TOKENIZED REVENUE ISSUANCE PROGRAM

TOHKN US PUBLIC MARKETS

Summary of the Tokenized Revenue Issuance Program	
Corporate Name of the Issuer	**MIO3 Markets 1, Sociedad por Acciones Simplificada de Capital Variable**, which may be abbreviated as **MIO3 Markets 1, S.A.S. de C.V.**
Domicile of the Issuer	District of San Salvador and Capital of the Republic, municipality of San Salvador Centro, department of San Salvador, El Salvador.
Date of Incorporation of the Issuer	January 14, 2026.
Date of Registration in the Registry of the Issuer's Jurisdiction	January 19, 2026.
Business Purpose of the Issuer	The Company's sole purpose shall be to act exclusively as a special purpose vehicle, the activities of which include, issuance, placement, management, collateralization, payment and redemption of digital assets, including, without limitation, debt, revenue, property or participation digital assets, issued pursuant to the Digital Asset Issuance Law, its regulations and other applicable rules, for the purpose of raising capital from investors and allocating such capital to the fulfillment of its corporate purpose and the obligations assumed vis-à-vis the holders of such digital assets.
Type of Public Offering of Digital Assets	Public Offering of Revenue Digital Assets.
Maximum Amount of the Issuance Program	The Income Token issuance program (the "Program") shall have a maximum total authorized amount of up to ONE HUNDRED MILLION UNITED STATES DOLLARS (US$100,000,000.00). In no event shall the aggregate nominal value of the tokens issued under this public offering exceed the duly authorized maximum amount.
Trading Currency of the Issuance Program	This Issuance Program is denominated in United States dollars (USD), which constitute the unit of reference for purposes of subscription of the Price and the Reference Value of the Income Tokens, calculation of economic rights and fulfillment of the Issuer's obligations under this RID. Notwithstanding the foregoing, the MIO3 platform, in its capacity as Digital Asset Service Provider (PSAD), shall facilitate (i) payment in USD through the enabled methods (including wire transfer, credit card or other compatible mechanisms) and (ii) the receipt and conversion of certain crypto-assets for purposes of making payments for the purchase of Income Tokens through the platform. For such purposes, and subject to operational availability and applicable compliance controls, the following cryptocurrencies may be accepted: (i) Bitcoin (BTC); (ii) Tether (USDT); and (iii) USD Coin (USDC). In the case of subscriptions made in crypto-assets, the amount received shall be converted to USD (or, where operationally appropriate, to a stablecoin) at the conversion rate in effect at the time of the transaction, including applicable intermediation margins, commissions and costs and/or platform fees, as set forth in this RID and the PSAD's procedures. The applicable conversion for subscription purposes shall be recorded on the platform and shall be used to determine the amount effectively subscribed in USD. Likewise, payments to the Holders (including distributions and/or redemptions, as applicable) may be made by crediting a stablecoin, i.e., USDT or USDC, the currency to be determined by the Issuer. For the avoidance of doubt, the use of USDT (or another stablecoin) as a settlement mechanism does not modify the USD denomination of the Issuance, nor does it alter the unit of reference for the calculation of economic rights, but rather constitutes solely an operational means of payment through the PSAD's infrastructure. In all cases, the Issuer's payment

	obligations shall be deemed fulfilled upon the effective crediting of the payable amount to the Holder through the applicable settlement mechanism (including, where applicable, USDT or USDC) to the wallet address designated by the Holder and verified in accordance with the PSAD's controls.
Type of Digital Asset	Digital assets, hereinafter referred to as the "Income Tokens," which confer on their holders solely limited recourse contractual economic rights, structured under a tracking model, the amounts of which are determined based on the Attributable Cash Flow and the Redemption Amount, without conferring direct ownership or credit rights against the Issuer.
Underlying Asset and Reference Asset	The underlying asset of the Income Tokens shall consist exclusively of the economic rights derived from the purchase and sale, settlement or realization of one or more dematerialized securities identified as reference assets (the “Reference Assets”), in accordance with the eligibility criteria set forth in this RID. The Issuer may issue Income Tokens bearing specific identifiers or trading symbols, which shall reflect the type of Reference Asset to which they are linked. The Reference Assets do not constitute the legal underlying asset of the Tokens and do not confer any direct or indirect ownership interest upon the Holders; rather, they are used solely as the basis for generating the economic flows that determine the amounts attributable to the Income Tokens. Such rights shall not, directly or indirectly, confer any ownership, title, participation or proprietary interest whatsoever in the Reference Assets, and shall be strictly limited to contractual economic rights. For purposes of the Program, the Reference Assets shall be understood as follows: (i) Reference Asset Class, corresponding to the economic category of the referenced financial instrument, including, without limitation, equity securities (shares), exchange-traded funds (ETFs), debt instruments (bonds), or other eligible instruments in accordance with the general rules set forth in this RID; and (ii) Specific Reference Asset, corresponding to an individual financial instrument identified by its respective ticker symbol and issued by an entity listed on a regulated market (“Specific Reference Asset”). Each Specific Reference Asset shall constitute an independent economic unit within the Program and shall underlie a separate Issuance. Accordingly, all Income Tokens associated with the same ticker symbol shall be deemed to relate to the same Specific Reference Asset and, therefore, to the same Issuance. The Income Tokens are structured under a tracking model, pursuant to which the amounts attributable to Holders shall be determined based on the Attributable Flows and Realization Proceeds, through the designated Broker-Dealer and in accordance with the applicable execution conditions. Under no circumstances shall the Income Tokens confer ownership, participation, voting or control rights over the Reference Assets, nor shall there be any individualized legal allocation between a Token and a specific asset. The legal relationship of each Holder is strictly limited to contractual economic rights on a limited recourse basis, determined by reference to the relevant flows, proceeds and, where applicable, the net proceeds derived from the realization of the Specific Reference Assets (including any income and ancillary rights associated therewith), all in accordance with this Disclosure Document. The Reference Assets may form part of the Program’s Collateral Package and may be held through a regulated intermediary or custodian. The subsequent loss of eligibility

	of a Reference Asset shall not affect the validity of previously issued Income Tokens, but shall prevent its use for new issuances unless and until such eligibility is restored in accordance with the criteria set forth herein. In this respect, any determination relating to Material Breaches, Events of Default, enforcement of the Collateral, realization of Reference Assets, or distribution of Net Enforcement Proceeds shall be made exclusively with respect to the relevant Specific Reference Asset, without extending its effects to other Reference Assets, even where such assets belong to the same Reference Asset Class. The classification by Reference Asset Class is intended solely for descriptive and economic categorization purposes and shall not be construed as creating any legal, patrimonial, accounting or risk pooling relationship among different Reference Assets.
Fundamental Principle of Issuance Segregation.	The Reference Assets for all Issuances shall be held in a single omnibus account structure opened in the name of MIO3, S.A. de C.V. The Issuer shall maintain internal records to separately, traceably and individually identify the Specific Reference Assets corresponding to each Issuance. No separate account will be established for each Issuance. Notwithstanding the foregoing omnibus account structure, each Holder, by virtue of acquiring Income Tokens, irrevocably and contractually agrees, for itself and on behalf of all future transferees, that: (a) its recourse is limited exclusively to the Specific Reference Assets identified in the segregated internal records as corresponding to its Issuance; (b) it shall have no legal, equitable or contractual claim of any nature against the Reference Assets corresponding to any other Issuance, whether held in the same omnibus account or otherwise; and (c) in the event of any enforcement or insolvency proceeding, it shall not assert, support, or join in any claim that the omnibus account as a whole constitutes collateral available to all Holders across all Issuances. Each Issuance under the Program constitutes a legally, economically and operationally independent structure. The Reference Assets, the Collateral Package, the Attributable Cash Flows, Redemption Amounts and the Net Enforcement Proceeds corresponding to each Issuance shall not be made available to the Holders of any other Issuance. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or *(iii) the enforcement of a security interest or the liquidation of the* Reference Assets *of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.* *This principle is fundamental to the Program structure and shall prevail over any inconsistent provision in this RID.*

Program Structure	This Program is structured as an issuance program documented through a single Relevant Information Document, hereinafter the "RID", of a general nature, which establishes the conditions applicable to all Income Token issuances (the "Issuances"), including the legal, operational, compliance, collateral, execution and settlement terms of the Program. Accordingly, the RID constitutes the comprehensive framework of the Program, within which both the general conditions and the specific rules applicable to the Reference Assets shall be defined, including their acquisition, realization, treatment of cash flows, corporate events and other relevant operational aspects. The Issuer may issue Income Tokens that shall have specific identifiers or ticker symbols, which shall reflect the type of Reference Asset to which they are linked. The eligible Reference Assets shall not be defined through dynamic lists or through individual supplements per asset, but exclusively through objective, verifiable and pre-established eligibility criteria set forth in this Relevant Information Document, which must be met at all times for the acquisition, maintenance and realization of such assets within the Program.
Description of the Public Offering	Public Offering of Income Tokens that confer on their Holders, in their capacity as investors, limited recourse contractual economic rights, the amounts of which are determined under an economic reference model based on the cash flows effectively obtained from the Attributable Cash Flow and Redemption Amount of the Reference Assets through the designated Broker-Dealer, in accordance with the applicable execution conditions.
Use of Proceeds	The proceeds obtained from this Program shall be allocated exclusively to the acquisition of the Reference Assets for each of the Issuances under the Program. The acquisition shall be executed through the Broker-Dealer, and the purchase of the Reference Assets may be carried out on an "on-demand" basis, such that the Reference Assets are acquired only when there is a corresponding subscription of an Income Token by an investor. Notwithstanding the foregoing, during the period between the subscription of the Income Tokens and the effective settlement of the Issuer's acquisition of the Reference Assets with the proceeds from such subscription, the Income Tokens shall be backed on a transitional basis, in whole or in part, by liquid funds, consisting of USD and/or stablecoins, corresponding to the subscription price received, while the purchase of the Reference Assets is pending settlement.
Transaction Costs	The operational and administrative costs and expenses of the Program, including those related to the structuring, issuance, administration, custody, collateral scheme, compliance, payment and redemption of the Income Tokens, shall not be deducted from the subscription amount paid by investors nor shall they constitute a separate or explicit additional charge to investors in the primary market or upon the exercise of the Issuer's Redemption Option and the Holder's Redemption Right. In the case of primary market subscriptions and redemptions through the exercise of the Issuer's and the Holder's Redemption Option, the Program costs shall be economically covered through the commercial margin incorporated into the prices and execution conditions negotiated with the Broker-Dealer, pursuant to the commercial agreements in effect between the Issuer (and/or MIO3 acting as agent) and such intermediary. Such margin forms part of the Broker-Dealer's economic intermediation structure and does not constitute an additional commission charged directly or separately to the investor under the Program. Accordingly, except with respect to the deductions applicable to the Attributable Cash Flows as indicated above, the general structural and administrative costs of the Program shall not be passed on directly or indirectly to investors through additional charges on the subscription Price or on the amounts payable upon redemption.

Subscription Period of the Issuance Program	The public offering under the Issuance Program shall remain open for a period of ten (10) years from the date of commencement of the public offering, or until the maximum authorized amount of the Program is reached, whichever occurs first. Such period may be extended by the Issuer for additional periods, subject to compliance with applicable regulations and the disclosures or authorizations required before the CNAD. During the term of the Program, the placement of Income Tokens may be carried out on a continuous basis, without prejudice to the Issuer's ability to temporarily suspend new placements with respect to certain Reference Assets that no longer meet the eligibility criteria set forth in this RID or with respect to which regulatory, operational or market restrictions exist. The expiration of the Program term shall not affect the validity, effectiveness or economic rights derived from previously issued Income Tokens, which shall continue to be governed by the terms set forth in this RID.
Term of the Income Tokens	The Income Tokens shall not have a predetermined maturity date and shall remain in effect until their redemption, settlement, cancellation or extinguishment in accordance with the terms set forth in this RID. Notwithstanding the foregoing, the Income Tokens may be subject to: (i) redemption at the Holder's request through the exercise of the Redemption Right; (ii) redemption at the Issuer's option through the exercise of the Redemption Option; and/or (iii) early termination of the Issuance arising from an Acceleration Event, with the corresponding redemption of the Income Tokens. In all cases, the redemption shall give rise, where applicable, to the realization of the Reference Assets and the subsequent cancellation or burn of the Income Tokens.
Place and Method of Payment of Tokenized Revenues	Dividends, interest or other economic income effectively generated by the Reference Assets and effectively received by the Issuer or by the designated third party within the Program structure, hereinafter the "Attributable Cash Flows," shall be distributed to the Holders under a direct cash flow pass-through mechanism, net of applicable tax withholdings and costs, expenses and commissions directly attributable to their receipt, administration and distribution. There is no guarantee regarding the applicable withholding rates or their tax recoverability. Once distributed, the Attributable Cash Flows shall cease to form part of the Collateral Package. The amounts payable upon the exercise of the Investor's Redemption Right or the Issuer's Redemption Option (the “Redemption Amount”) shall be determined based on the value effectively obtained from the realization of the corresponding Reference Asset, in accordance with the applicable market conditions and the operational confirmations of the executed transactions, without discretionary calculation by the Issuer or the PSAD. Such value may subsequently be reflected on the PSAD's platform for informational purposes only. From such amounts, only the applicable tax withholdings and costs and commissions directly associated with the execution, settlement and custody of the transaction may be deducted, as well as, where applicable, the strictly necessary currency conversion costs. No general operational or administrative costs of the Program shall be deducted. All payments to the Holders, whether by distribution of Attributable Cash Flows or by redemption exercised by the Holder or by the Issuer, shall be made exclusively in Stablecoins, specifically USDT or USDC, by crediting the verified digital wallets on the PSAD's platform. The economic denomination of the Issuance remains in USD, with the Stablecoins constituting solely the operational settlement mechanism. The Issuer's payment obligation shall be fulfilled within three (3) business days following the Issuer's effective receipt of: (i) the proceeds from the sale, settlement or any other form of realization of the Reference Asset; or (ii) the Attributable Cash Flows effectively received pursuant to the Program's operations, as applicable.
Unit Price of the Income Tokens	The price displayed on the TOHKN platform with respect to the Reference Asset constitutes a market price of a merely referential and informational nature, and does not constitute an offer nor does it guarantee the price applicable to a given transaction. For the execution of purchase or sale transactions related to Reference Assets, TOHKN shall provide the investor with a specific purchase or sale quote, as applicable. Notwithstanding the foregoing, the final execution price may present reasonable

	variations from the displayed or previously communicated quote, as a result of normal market conditions, including, among others, fluctuations in the price of the Reference Asset, volatility levels, available liquidity and the time required for the execution of the transaction. The applicable price for the subscription of the Income Tokens shall, in all cases, be the effectively executed price of the corresponding Reference Asset transaction. Only the commissions applicable to the investor pursuant to the TOHKN platform fee schedule shall be added to such price. The subscription of Income Tokens may be made for an amount equivalent to the total value of the corresponding Reference Asset or for lesser amounts, in which case the Income Tokens, or the corresponding Token fractions, shall be issued in proportion to the amount effectively subscribed and the effectively executed price of the Reference Asset, so that the economic content of the instrument maintains strict proportionality with such amount pursuant to the Program rules. The price at which orders related to the purchase and sale of the Reference Assets are executed may differ from the quoted or displayed price at the time of instruction. Such variation may result from changes in market conditions, including volatility, variations in supply and demand, latency in the transmission or processing of orders, and the availability of liquidity in the trading systems.
Maximum Number of Tokens to be Issued	The number of Income Tokens to be issued under the Program shall not be fixed or predetermined, but shall result from the ratio between the amounts effectively subscribed by investors and the applicable unit Price at the time of each subscription, pursuant to the rules set forth in this RID. In no event shall the total amount effectively placed under the Program, calculated on the basis of the subscription prices of the Income Tokens at the time of their issuance, exceed the maximum authorized amount of the Program. For such purposes, subsequent variations in the economic value of the Income Tokens resulting from changes in the value of the Reference Assets or their realization shall not be considered, as such variations shall not affect the computation of the maximum Program amount.
Issuance of Income Tokens	The subscription shall commence on the business day on which the investor places his or her order on the PSAD's platform. From that moment, the issuance of the Income Token shall not occur immediately, remaining subject to the completion of KYC/AML validations, eligibility and other applicable operational and regulatory controls. Once such conditions have been satisfied, and the acquisition, allocation or assignment of the corresponding Reference Asset has been verified pursuant to the Program's operations, the Issuer shall proceed to issue and assign the Income Token, normally on the same business day on which the corresponding operational confirmation occurs or, exceptionally, no later than within two (2) business days following such operational confirmation. The Income Token shall be credited to the investor's wallet on the PSAD's platform within the same operational cycle. The Program is structured on the principle that Income Tokens shall be issued only once sufficient economic backing exists pursuant to the operations set forth in this RID, without prejudice to reasonable time gaps that may arise from the applicable execution and settlement processes in the corresponding market. The Minimum Amount shall not, by itself, prevent the subscription, issuance, allocation or crediting of Income Tokens during the marketing period, provided that the other issuance conditions set forth in this RID have been satisfied, including the applicable eligibility checks, effective receipt of funds and verification of sufficient backing in the Collateral Package. If the Minimum Amount is not reached within the applicable period, the consequences and refund mechanics set forth in the section “Minimum Amount to Carry Out the Program” and “Recovery of Program Contribution” shall apply. In the event that the Minimum Amount is not reached within the period set forth in this RID, the funds contributed by investors shall be refunded pursuant to the established procedure and the operational mechanisms enabled by the PSAD.
Burn of the Income	Income Tokens shall be burned exclusively as a consequence of their redemption,

Tokens	cancellation or extinguishment in accordance with the terms of this RID, including, as applicable: (i) redemption at the request of the Holder; (ii) redemption or liquidation at the initiative of the Issuer in the cases expressly provided for in this RID; and/or (iii) the occurrence of an Expiration Event. The burning of the Income Token shall take place once the applicable Reference Asset has been realized and the corresponding funds have been received. Once the Income Token has been burned, payment to the Holder shall be executed in accordance with the operational timelines set forth in this RID.
PSAD of the Issuance	MIO3, S.A. de C.V., registered in the Digital Asset Service Providers registry under number PSAD-0016.
Paying Agent of the Issuance	MIO3, S.A. de C.V., registered in the Digital Asset Service Providers registry under number PSAD-0016, the "Paying Agent."
Broker-Dealer	The Broker-Dealer is an entity organized and existing under the laws of the United States of America, acting as a broker-dealer duly registered with the U.S. Securities and Exchange Commission ("SEC"), a member of the Financial Industry Regulatory Authority ("FINRA") and regulated by the competent authorities in such jurisdiction, providing securities intermediation and brokerage services, hereinafter the "Broker-Dealer."
U.S. Collateral Agent	The U.S. Collateral Agent shall act as collateral agent for the Issuance pursuant to the laws of the United States of America, for the Collateral Package in such jurisdiction, hereinafter the "U.S. Collateral Agent."
Local Collateral Agent	*MIO3, S.A. de C.V.*, registered in the Digital Asset Service Providers Registry under number PSAD-0016, acting as the applicable collateral agent for El Salvador, hereinafter the "Local Collateral Agent."
Ticker Symbol of the Program Tokens	The Issuer may issue Income Tokens that shall have specific identifiers or ticker symbols, which shall reflect the type of Reference Asset to which they are linked. Such symbols shall begin with the letter "t," followed by the category of the corresponding Reference Asset, such as "[tSTOCKS]," “[tETF]” or "[tBOND]." Each Income Token shall be identified by the applicable symbol, according to the category of the Reference Asset that forms part of the Collateral Package.
Technical Standard of the Income Tokens	The Income Tokens are structured under the ERC-3643 technical standard, which enables the digital representation of transferable assets with programmable eligibility restrictions, regulatory control and traceability pursuant to the Digital Asset Issuance Law.
Tradeability	The Income Tokens shall be offered through the MIO3 digital platform, which acts as the primary market for the Program. Following the initial offering, the platform may also facilitate secondary market transactions among eligible investors, subject to applicable laws and corresponding compliance requirements. All transactions conducted on the platform shall be limited to verified participants who comply with KYC, KYB and KYT standards.
Redemption of the Income Tokens	Subject to the general rules set forth in this RID, each Holder of Income Tokens may request the Issuer for the total or partial redemption of its Income Tokens, pursuant to the operational procedures, request conditions and execution periods set forth in this RID. The redemption requested by the Holder shall give rise to the total or partial realization of the corresponding Reference Asset, as applicable, and payment to the Holder shall be made based on the net cash flows effectively obtained from such realization, pursuant to the terms of this RID. Likewise, the Issuer may, at its sole option and in the cases expressly provided for in this RID, exercise the total or partial redemption of the outstanding Income Tokens (by the Issuer), pursuant to the

	operational conditions and notification rules established herein.
Income Token Trading Platform	The MIO3 Platform has been developed on the Polygon blockchain infrastructure.

AUTHORIZATION AS ISSUER
(i) The CNAD authorized the registration of MIO3 Markets 1, S.A.S. de C.V. as an Issuer under registry entry number EAD-0042.

AUTHORIZATION FOR THE TOKENIZED INCOME PROGRAM ISSUANCES
(ii) The CNAD on July 6, 2026 by resolution No.-CNAD-CD-385-2026 issued the authorization for the Public Offering of the Tokenized Income Program Issuance of MIO3 Markets 1, S.A.S. de C.V.

This Relevant Information Document may be found on the website: https://www.tohkn.com/en/issuances/us-public-markets

Date of preparation of this document: 07/09/2026

For more information, please contact Francisco Alemán, at the email address Markets1@tohkn.com, telephone number + (503) 2273-0986.

1. Participants in the Tokenized Revenue Issuance Program.

1.1 ISSUER: MIO3 MARKETS 1, S.A.S. DE C.V., is the Issuer of the Income Tokens under the Program. The Issuer's domicile is as follows: district of San Salvador, municipality of San Salvador Centro, department of San Salvador, El Salvador. Telephone: + (503) 2273-0986. Email: Markets1@tohkn.com, contact name: Francisco Alemán. The URL of the Issuer's website is: www.tohkn.com/markets1

1.2 AUTHORIZED DIGITAL ASSET SERVICE PROVIDER (PSAD): MIO3, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, registered under number PSAD 00-16 in the Definitive Registry of Digital Asset Providers, which shall serve as the digital asset service provider that shall carry out, on behalf of the Issuer, the issuance of revenue digital assets and shall assist with the structuring thereof. The address of MIO3 is as follows: Calle Llama del Bosque #69, Edificio Avante, level 5, office 507, district of Antiguo Cuscatlán, municipality of La Libertad Este, department of La Libertad, El Salvador. Telephone: + (503) 2273 - 0986. Email: support@tohkn.com Contact name: Silvia Osorio. The URL of MIO3's website is: www.mio3.io

1.3 ISSUANCE CERTIFIER: ACTUARIAL CONSULTING SERVICE, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, registered in the Definitive Registry of Certifiers of the National Digital Assets Commission ACSER, is the certifier of the Issuance. The address of ACSER is as follows: Calle el Mirador entre la avenida 87 y 89 norte, colonia Escalón, World Trade Center, torre II, San Salvador. The URL of ACSER's website is: www.actuarialconsultings.com, the telephone number is + (503) 7787-4441, and the designated contact person is Juan Elías Rodríguez Ardón with email: jrodriguez@actuarialconsultings.com.

1.4 BROKER-DEALER AND CUSTODIAN OF THE REFERENCE ASSET: The Broker-Dealer is an entity organized and existing under the laws of the United States of America, acting as a broker-dealer duly registered with the U.S. Securities and Exchange Commission ("SEC"), a member of the Financial Industry Regulatory Authority ("FINRA") and regulated by the competent authorities in such jurisdiction, providing securities intermediation and brokerage services.

The identification details, corporate information, licenses, regulatory authorizations, and other relevant information relating to the Broker-Dealer, Verification Agent and the U.S. Collateral Agent have been provided to the CNAD as part of the applicable authorization process for the Program. Accordingly, this Document shall refer to such participants by reference to their corresponding defined terms, where appropriate.

Any substitution, removal, resignation, replacement, or material modification relating to any such participant shall be communicated to the CNAD in advance, together with the relevant supporting information evidencing that the replacement participant holds the licenses, regulatory authorizations, qualifications, and operational capabilities required to perform the applicable functions under the Program.

1.5 POLYGON. The issuance of the Income Tokens shall be carried out on the Polygon distributed ledger technology system, a Layer 2 scaling solution built on the Ethereum distributed ledger technology system. Polygon operates as a sidechain compatible with the Ethereum Virtual Machine (EVM), which allows full compatibility with ERC standards, including ERC-3643, under which the Tokenized Revenue Program shall be structured. Polygon provides a highly efficient execution environment, with low gas fees, high transaction speed and support for advanced control mechanisms, such as address lists (whitelists and blacklists), asset freezing and transaction record traceability. These features enable compliance with regulatory requirements such as KYC/AML, as well as facilitating audit and governance.

The security of Polygon is supported by a PoS (Proof of Stake) consensus architecture and its eventual integration with Ethereum's shared security protocol through solutions such as zk-rollups and validium, which ensures a robust, scalable infrastructure prepared for institutional adoption and regulatory compliance.

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Annexes

3. Executive Summary of the Revenue Digital Assets Issuance Program

This Relevant Information Document sets forth the essential terms and conditions of the Income Token Issuance Program (the "Program"), administered by MIO3 MARKETS 1, S.A.S. de C.V. (the "Issuer"), a simplified stock company incorporated under the laws of the Republic of El Salvador, established as a special purpose vehicle (SPV) for the issuance of digital assets under a tracking model based on Reference Value.

The Income Tokens constitute limited recourse contractual economic rights, the value and income of which are determined by reference to the Reference Assets, without conferring on their holders property rights, equity participation, voting rights or direct ownership of such assets. The Reference Assets in each Issuance shall be used to (i) determine the Reference Value, the Price, the Redemption Amounts and, where applicable, the Attributable Cash Flows; and (ii) economically support the Holders' contractual rights scheme under a limited recourse regime, without implying individualized legal allocation on a one-to-one basis between each Income Token and a specific security.

The Program shall be implemented through multiple Issuances, each economically referenced to one or more Reference Assets consisting of dematerialized securities issued and regulated in the United States of America, eligible pursuant to objective criteria set forth in the Program and disclosed through this RID.

The placement shall be carried out through a public offering of digital assets on the digital platform of MIO3, S.A. de C.V., in its capacity as Digital Asset Service Provider (“PSAD”) authorized by the CNAD. The effective issuance of Income Tokens to investors shall be subject to: (i) the receipt and verification of the subscription order; (ii) the satisfactory completion of due diligence processes (KYC/AML and other applicable controls); (iii) the verification of the corresponding backing pursuant to the general Program rule according to which no Income Tokens are issued without backing; and (iv) compliance with the Minimum Amount for capital raising when applicable. Once such conditions have been satisfied, the Issuer shall proceed with the on-demand acquisition of the corresponding Reference Asset through the designated Broker-Dealer and, subsequently, with the issuance (creation) and crediting of the Income Tokens to the investors' verified digital wallets within the operational timeframes set forth in this RID.

The subscription Price and the Redemption Amounts shall be determined pursuant to the mechanics set forth in this RID, corresponding, in the case of subscription, to the price effectively executed in the Reference Asset transaction, and, in the case of redemption or settlement, to the value effectively obtained from the realization of such assets, in accordance with the applicable market conditions.

When an Issuance contemplates the distribution of Attributable Cash Flows derived from the Reference Assets, such amounts shall be distributed under a direct cash flow pass-through mechanism, net exclusively of the applicable tax withholdings and costs directly attributable to their receipt and distribution, pursuant to the Issuance documentation and under a limited recourse regime.

The Program shall be supported by a collateral or security package (the "Collateral Package"), consisting of assets, rights, accounts, positions, cash flows and/or ancillary rights related to the Program's operations, including, where applicable, the Reference Assets, the liquid funds allocated for their acquisition, the income generated by the Reference Assets and the proceeds from the sale, settlement or any other form of realization thereof.

Such Collateral Package may be subject to security mechanisms, such as pledges, control agreements, liens or security agreements pursuant to applicable law, which shall be documented through the corresponding agreements and may be enforced pursuant to the procedures set forth in the Program documentation.

Investors shall not acquire direct property rights over the assets comprising the Collateral Package, but solely the contractual economic rights set forth in this Relevant Information Document, including, where applicable, the right to participate in the net proceeds from the enforcement or realization of related Reference Assets (including proceeds and ancillary rights thereof) pursuant to the limited recourse regime and the Payment Waterfall set forth in the Program documentation. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

This Relevant Information Document sets forth the information necessary for the proper evaluation of the Program and the Issuances, including their legal and operational structure, the subscription, issuance, redemption (exercise of the Issuer's and the Holder's Redemption Option), Attributable Cash Flow distribution mechanisms, the limited recourse regime, the collateral scheme and payment waterfall, associated risks and applicable compliance measures.

The Program contemplates the use of smart contracts under technical standards that enable traceability, regulatory control and operational reconciliation, oriented toward the automation of functions and transparency, in compliance with applicable regulations. Through this Program, the Issuer seeks to contribute to the strengthening of the regulated digital assets ecosystem in the Republic of El Salvador, promoting the issuance, custody and administration of tokenized instruments in accordance with the principles of transparency, disclosure and compliance established in the Digital Asset Issuance Law and related regulations. The scope of the rights conferred by the Income Tokens, as well as their limitations, the limited recourse regime and the absence of direct ownership over the Reference Assets, are set forth in the corresponding sections of this RID.

Important Notice to Investors

THIS IS A RISK INVESTMENT. INVESTORS MAY INCUR SIGNIFICANT LOSSES, INCLUDING THE PARTIAL OR TOTAL LOSS OF INVESTED CAPITAL, AS A CONSEQUENCE OF FLUCTUATIONS IN THE MARKET PRICE OF THE REFERENCE ASSETS AND/OR IN THE REFERENCE VALUE OF THE TOKEN.

The acquisition of Income Tokens issued under the Issuance Program (the "Program") entails the assumption of significant risks. The Income Tokens do not constitute debt instruments nor do they confer credit rights against the Issuer, but solely contractual economic rights subject to a limited recourse regime, the amounts of which are determined in accordance with the cash flows effectively obtained from the purchase, sale, settlement or realization of the Reference Assets and, where applicable, the net proceeds from the realization of related Reference Assets (including proceeds and ancillary rights thereof).

The value of such cash flows may be affected by market price fluctuations, liquidity conditions, volatility, execution costs, market spreads (margins), execution slippage and other factors inherent to financial markets, and therefore there is no guarantee of recovery of invested capital or receipt of income.

The Income Tokens do not constitute shares, do not confer corporate rights over the Issuer, and do not imply direct or indirect ownership of the Reference Assets. Likewise, they do not constitute bank deposits and are not covered by deposit insurance schemes.

The Program contemplates the establishment of a Collateral Package and security mechanisms over assets, rights and accounts linked thereto, implemented pursuant to applicable law. Notwithstanding, such mechanisms do not constitute a guarantee of profitability nor do they eliminate the possibility of partial or total loss of invested capital, and may be affected by their effective establishment, perfection and enforcement pursuant to applicable regulations.

When the Reference Assets generate economic cash flows, such as dividends, interest or other income, these shall be distributed, as the case may be, net of taxes, withholdings and directly attributable costs, without any guarantee regarding their amount, frequency or tax recoverability.

The amounts payable upon the exercise of the Investor's Redemption Rights or the Issuer's Redemption Option shall be determined based on the value effectively obtained from the realization of the corresponding Reference Asset, in accordance with the applicable market conditions and the operational confirmations of the executed transactions, without discretionary calculation by the Issuer or the PSAD. Such value may subsequently be reflected on the PSAD's platform for informational purposes only.

From such amounts, only the applicable tax withholdings and costs and commissions directly associated with the execution, settlement and custody of the transaction may be deducted, as well as, where applicable, the strictly necessary currency conversion costs. No general operational or administrative costs of the Program shall be deducted.

The following risk factors are essential for an informed evaluation of this investment:

Risk of total loss of invested capital. The value of the Income Tokens may decrease substantially and the investor could lose all or part of the invested capital, whether due to deterioration in the market price of the Reference Asset, market events, withholdings or directly attributable costs, or defaults or realization pursuant to the issuance documentation.

Market risk of the Reference Asset. The Reference Assets may experience high volatility due to macroeconomic factors, interest rates, corporate events, regulatory changes, financial results of the issuer of the dematerialized securities and general market conditions, which may adversely impact the Reference Asset and the economic value of the Income Tokens.

Secondary market illiquidity risk. There is no guarantee that a liquid secondary market will develop or be maintained for the Income Tokens. The investor may not be able to sell them at the desired time or price, or may be forced to hold them for an extended period.

Operational and technological risk. The operation of the Program depends on technological infrastructure, smart contracts, reconciliation processes, custody and settlement. Technical failures, operational errors, cyber incidents or interruptions could affect the issuance, transfer, custody, valuation or redemption of the Income Tokens.

Custody and intermediation risk. The acquisition, custody and settlement of the Reference Assets involves intermediaries and custodians in foreign jurisdictions. Insolvency events, operational suspension, regulatory limitations or failures of such third parties could affect the availability or realization of the Reference Assets and, therefore, the investor's economic rights.

Issuer counterparty risk and limited recourse. The Income Tokens confer on their holders limited recourse contractual economic rights. Accordingly, the investor is exposed to the Issuer's ability to administer the Program, as well as to the effective generation of cash flows from the Reference Assets and, where applicable, the net proceeds from the realization of related Reference Assets (including proceeds and ancillary rights thereof) of the Issuance.

Conflict of interest risk: Issuer's own affiliate holds multiple roles within the Program including as the Paying Agent, the PSAD and the owner of the Custody Account. This gives rise to a material structural conflict of interest. In an enforcement scenario following an Acceleration Event or in an insolvency scenario, the Issuer and its affiliate may share institutional, commercial and reputational interests that are adverse to the Holders' economic recovery.

Collateral withdrawal risk: Prior to the occurrence of an Acceleration Event the Issuer may cause MIO3 to withdraw assets, rights or cash from the Custody Account without requiring the prior authorization or approval of the Verification Agent. In the normal course of business, this function is necessary for the Issuer to timely meet redemption requests from the Holders. However, the absence of an independent ex ante approval mechanism creates a risk that improper withdrawals may be effected to reduce or substantially impair the Collateral Package available to the Holders.

Regulatory and compliance risk

The regulatory frameworks applicable to digital assets, intermediation, custody, dematerialized securities and KYC/AML controls may be modified in El Salvador or in relevant jurisdictions (including the U.S.), affecting the operability of the Program, the eligibility of Reference Assets, settlement capacity or compliance costs.

Risk of corporate events and Reference Asset restrictions. Events such as stock splits, mergers, reorganizations, suspensions, delistings or restrictions applicable to the Reference Asset may alter its availability, valuation or settlement, affecting the Reference Asset and the amounts attributable to the Holders. The occurrence of corporate events with respect to the Reference Assets, including, without limitation, stock splits, reverse stock splits, stock dividends, mergers, spin-offs, reorganizations, tender offers, delistings or equivalent events, may give rise to operational and economic adjustments to the reference parameters of the Income Tokens, in accordance with the information and adjustment factors objectively reported by the Broker-Dealer, custodian or applicable market source. Such adjustments shall be made for the purpose of reflecting, to the extent reasonably possible, the economic effect of the corporate event, but could affect the economic value, liquidity, settlement timing or distributable amounts under the Income Tokens, without granting the Holders property, voting, control or direct ownership rights over the Reference Assets.

The acquisition of Income Tokens is made at the investor's sole risk, who must evaluate his or her financial situation, risk tolerance and investment horizon and, in case of doubt, obtain independent professional advice. The approval or registration of this RID by the National Digital Assets Commission (CNAD) does not imply any pronouncement on the financial strength of the Issuer, the quality of the Reference Assets, or the viability, profitability or suitability of the investment; such approval is limited to formal compliance with the disclosure requirements established by applicable regulations.

4. Issuer's Presentation Letter

Dear Investors:

We are pleased to make available to you this Relevant Information Document corresponding to the Income Token Issuance Program "TOHKN US PUBLIC MARKETS" by MIO3 Markets 1, S.A.S. de C.V. The Program is intended to offer, within a regulated framework, an innovative digital investment alternative based on economic participation in reference financial assets, under standards of transparency, disclosure and regulatory compliance.

Through the Program, investors shall be able to access Income Tokens whose payments shall be related to the economic cash flows derived from the purchase, sale, settlement or realization of the eligible Reference Assets. The Program structure is supported by blockchain-based infrastructure and robust verification and compliance processes, with the purpose of facilitating traceability, auditability and operational administration of the issuances.

The Program is framed within the Digital Asset Issuance Law and is subject to the supervision of the National Digital Assets Commission, which implies compliance with the disclosure, governance and transparency requirements provided for by applicable regulations. This Relevant Information Document has been prepared for the purpose of providing investors with the necessary information for an informed and responsible evaluation of the Program, its operation, its subscription, redemption and settlement mechanics, as well as the principal associated risks.

Through this initiative, the Issuer seeks to contribute to the strengthening of the regulated digital assets ecosystem in the Republic of El Salvador, promoting a responsible integration of regulation, technological innovation and efficient access to new investment opportunities. We invite potential investors to carefully review this Relevant Information Document and its risk factors before making any investment decision.

Sincerely,

Julio Enrique Valdés Rank
Chairman of the Board of Directors
MIO3 Markets 1, S.A.S. de C.V.

5. Sworn Declaration of Issuance

MIO3 Markets 1, S.A.S. DE C.V. declares I. That, to the best of its knowledge and belief, all information contained in this Relevant Information Document for the issuance of revenue digital assets is correct, accurate, complete and does not contain material omissions nor does it present information that could reasonably give rise to erroneous interpretations on matters relevant to the investment decision. II. That the Relevant Information Document for the public offering of Income Tokens is presented before the National Digital Assets Commission and constitutes the essential information for investors to make informed investment decisions. Likewise, it declares that, to the best of its knowledge and belief, the principal risks associated with the investment have been duly disclosed in such document. III. That it undertakes to keep the information contained in the Relevant Information Document up to date and to disclose in a timely manner any relevant change or circumstance that could affect the characteristics and conditions of the Issuances, in compliance with the applicable laws and regulations of the Republic of El Salvador and under the authorization of the National Digital Assets Commission.

Attached to this Relevant Information Document is the Issuer's Sworn Declaration ("Annex I").

6. Certifier's Report

Attached to this Relevant Information Document is the Certifier's Report ("Annex II").

7. Description of the Issuer

7.1 General Information of the Issuer

MIO3 MARKETS 1, S.A.S. DE C.V., SOCIEDAD POR ACCIONES SIMPLIFICADA (hereinafter, the "Issuer"), is a company incorporated under the laws of the Republic of El Salvador, with domicile in the District of San Salvador and Capital of the Republic, Municipality of San Salvador Centro, Department of San Salvador.

The legal representation and use of the corporate signature is entrusted to a Chairman of the Board who shall serve for seven (7) years. The position is held by Julio Enrique Valdés Rank, Chairman of the Board for the first term, whose appointment is recorded in the company's articles of incorporation, issued in the district of San Salvador and Capital of the Republic, municipality of San Salvador Centro, department of San Salvador on the fourteenth day of January 2026.

Likewise, in order to carry out this Issuance Program, MIO3 Markets 1, S.A.S. DE C.V. was authorized as an Issuer in the Definitive Registry of Issuers of the National Digital Assets Commission, by means of resolution No.CNAD-CD-391-2026 dated July, 9 2026, in which it was granted number EAD-0042 in the aforementioned registry.

The Program has been certified by ACTUARIAL CONSULTING SERVICE, S.A. de C.V., which issued a favorable opinion that was submitted to the CNAD as a prior requirement for the issuance. Finally, the CNAD, by means of resolution No.-CNAD-CD-385-2026 dated July, 6 2026, authorized the issuance of the Income Tokens.

The Issuer is a special purpose vehicle (SPV) incorporated in the Republic of El Salvador, which forms part of a regional investment promoter group aimed at expanding public access to financial instruments within a regulated framework.

Its sole purpose is to structure, implement and administer the Income Token Issuance Program, including: (i) the issuance of Income Tokens pursuant to the Digital Asset Issuance Law and applicable regulations;

(ii) the acquisition, holding and administration of the eligible Reference Assets pursuant to the Program criteria, whether directly or through the authorized intermediaries, custodians and other third parties as may be applicable; and (iii) the fulfillment of the obligations assumed vis-à-vis the Holders pursuant to this RID, including those related to subscription, redemption, settlement and other mechanisms provided for in the Program documentation.

For such purposes, the Issuer may rely on intermediaries, custodians, digital asset service providers, paying agents and other specialized third parties for the operational execution of custody processes, asset realization, settlement, cash flow distribution and other instrumental acts necessary for the operation of the Program.

The Issuer's share capital shall be maintained at levels sufficient to meet the legal requirements of incorporation and operation, and its equity and accounting structure shall be simple in nature, oriented to reflect the assets, rights and obligations related to the Program, including, as applicable, the dematerialized securities, the operating and custody accounts, and the payment obligations derived from the Income Tokens, pursuant to the accounting and reporting policies established in the Program documentation and applicable regulations.

7.2 Legal Structure of the Vehicle and Ownership of the Reference Asset

The Issuer, incorporated as a special purpose vehicle (SPV), has as its exclusive purpose the structuring, implementation and administration of the Income Token Issuance Program pursuant to this Relevant Information Document, including the issuance of the Income Tokens and the acquisition, holding and administration of the eligible Reference Assets, using the funds obtained through the subscriptions made under the Program.

Investors who acquire Income Tokens do not acquire direct or indirect ownership of the Reference Assets nor maintain any contractual relationship with the issuers of such assets or with the financial intermediaries involved in their acquisition, custody or settlement. Their position is limited to contractual economic rights subject to a limited recourse regime, the amounts of which shall depend exclusively on the cash flows effectively obtained from the realization of the Reference Assets pursuant to this RID.

In no event shall investors have property, ownership, co-ownership or direct ownership rights over the Reference Assets held by the Issuer or by third-party custodians.

The Issuer shall establish a Collateral Package over assets, rights and accounts related to the Program, pursuant to applicable law. Notwithstanding, the rights of investors shall be limited at all times to economic access to the net proceeds resulting from the realization of such Collateral Package, pursuant to the limited recourse regime and the applicable priority of payments.

Given its nature as an SPV, the Issuer may only carry out the activities necessary or instrumental for the fulfillment of its purpose, including the issuance of the Income Tokens, the acquisition and holding of the Reference Assets, and the fulfillment of the obligations assumed vis-à-vis the Holders. For the operational execution of processes such as custody, intermediation, asset realization, settlement and cash flow distribution, the Issuer may rely on intermediaries, custodians, Broker-Dealers, digital asset service providers and other specialized third parties.

The acquisition and custody of the Reference Assets shall be carried out through a designated Broker-Dealer, through accounts opened and maintained exclusively in the name of MIO3 for the operation of the

Program. Accordingly, the assets held in such accounts shall correspond solely to Reference Assets, funds, rights and other positions linked to the Program, and the Issuer shall maintain identification, traceability and control mechanisms that allow verification at all times of their exclusive allocation to the backing and operation thereof.

The Issuer's management body shall be limited to the execution of acts necessary for the fulfillment of the vehicle's purpose and the obligations arising from the Program, without discretionary portfolio management powers or autonomous value determination authority with respect to the Reference Assets.

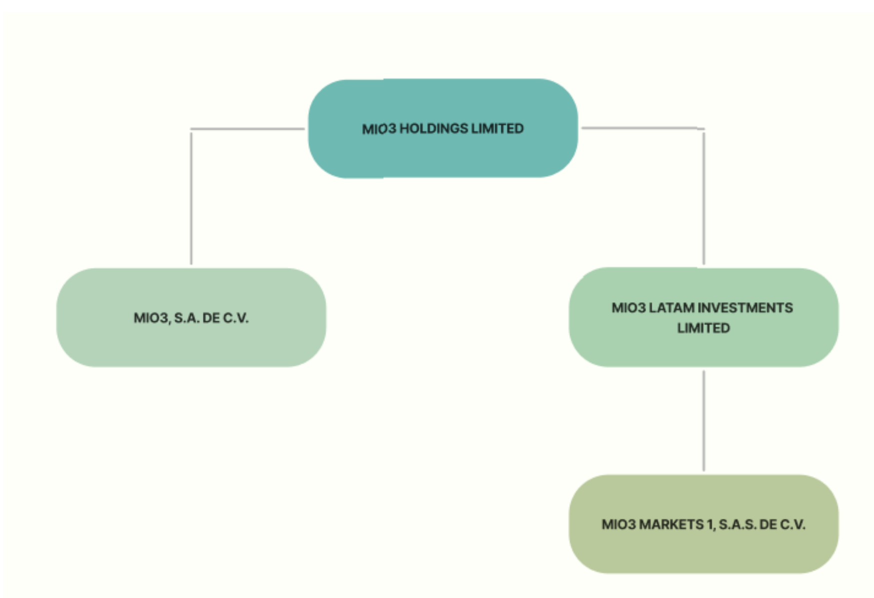
7.3 Corporate Group

MIO3 Markets 1, S.A.S. de C.V. (the "Issuer") forms part of the MIO3 corporate group, the ultimate controlling entity of which is MIO3 Holdings Limited, a company incorporated under the laws of the Cayman Islands.

The equity interest in the Issuer is held by MIO3 Latam Investments Limited, a company under the common control of MIO3 Holdings Limited.

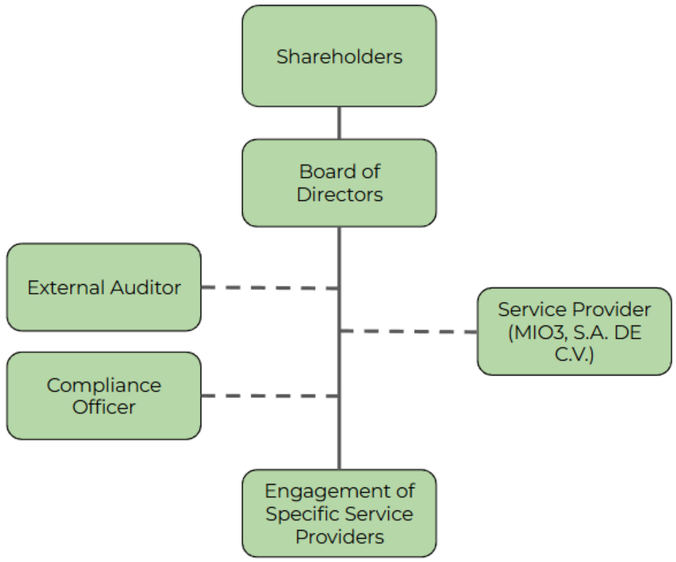
For its part, MIO3 S.A. de C.V. also forms part of the MIO3 corporate group in its capacity as an operating entity, being likewise a subsidiary of MIO3 Holdings Limited. Notwithstanding, MIO3 S.A. de C.V. does not maintain any direct or indirect equity interest in the Issuer, nor does it exercise any corporate, administrative or management control over the same.

Accordingly, there is no relationship of participation, control or corporate dependency between MIO3 S.A. de C.V. and the Issuer, beyond their indirect affiliation through the common control exercised by MIO3 Holdings Limited.



7.4 Organizational Structure and Professional Services of the Issuer

CORPORATE GOVERNANCE OF THE ISSUER



Organizational Structure

The Issuer, MIO3 Markets 1, S.A.S. de C.V., is a special purpose vehicle (SPV) incorporated under the laws of the Republic of El Salvador, whose exclusive purpose is the implementation and administration of the Income Token Issuance Program, including the issuance of the Income Tokens and the acquisition and operational administration of the eligible Reference Assets to which such Income Tokens are economically referenced, as well as the fulfillment of payment obligations, distribution of Attributable Cash Flows and redemption mechanisms (exercise of the Issuer's and the Holder's Redemption Option), pursuant to this RID.

The Board of Directors constitutes the governing, supervisory and administrative management body of the Issuer, with the powers necessary to approve and supervise the execution of the legal, administrative and operational acts that ensure the proper functioning of the company, within the limits established in its bylaws and in this RID. The legal representation of the Issuer and the use of the corporate signature shall correspond exclusively to the Chairman of the Board, who shall act in the name and on behalf of MIO3 Markets 1, S.A.S. de C.V., with the powers set forth in the bylaws and applicable regulations.

Its main function, through the Chairman of the Board, is to legally represent the Issuer before authorities, counterparties and third parties, executing the documents and contracts necessary for the fulfillment of its corporate purpose, including the implementation, establishment of security interests and administration of the Program; the issuance and allocation of the Income Tokens; the opening, operation and maintenance of the accounts and records required for the acquisition of the assets comprising the Collateral Package; as well as the execution of the operational procedures necessary for the payment of amounts pursuant to the issuance documentation.

For its part, the Program's PSAD shall be responsible for executing the processes of distribution of Attributable Cash Flows (where applicable), redemption (exercise of the Issuer's Redemption Option and the Holder's Redemption Right, if applicable) and other obligations arising from the issuance documentation, strictly in accordance with the objective rules and information sources established in the Program.

MIO3, S.A. de C.V., shall provide the Issuer with comprehensive operational support services in its capacity as an independent service provider for administration, accounting, regulatory compliance (KYC/AML) and technology platform support. Such services include the operational management of the Issuance, maintenance of records, preparation of reports, investor relations and technology infrastructure support.

BOARD OF DIRECTORS

***Julio Enrique Valdés Rank* – Chairman of the Board and Legal Representative**

Founder and CEO of MIO3, a digital assets platform focused on the tokenization of real-world assets (RWA), integrating finance and technology to enable issuances, investment structuring and asset management through blockchain infrastructure, with an emphasis on regulated frameworks, internal controls and operational execution. In his capacity as chief executive, he leads corporate strategy, institutional relations and the comprehensive direction of the platform, including business model design, product prioritization and supervision of critical processes related to issuance, operational custody, distribution and reporting, in alignment with international market standards and applicable regulatory requirements.

An executive with more than 25 years of experience in structuring and executing international transactions, infrastructure financing and complex corporate operations, having held leadership and multidisciplinary coordination roles with institutional counterparties, advisors, auditors and internal teams. His experience is centered on leading structuring, documentation and closing processes, including governance, risk management, due diligence, document traceability and definition of policies and procedures, with a focus on implementing scalable structures and TradFi-Blockchain integration for the issuance and administration of financial instruments.

He holds advanced legal education and executive specializations in finance and applied technology, including a Doctorate in Law (Cum Laude), a Master's in Business Law, and programs at MIT Sloan (Blockchain and Crypto Applications), London School of Economics (Finance and Real Estate Economics), Cornell Law School / Université Panthéon-Sorbonne (Comparative Corporate Law) and Harvard University (Program of Instruction for Lawyers). His key areas include executive management of regulated entities, corporate governance, issuance and prospectus structuring, RWA tokenization, compliance and licensing, audit and internal control, and financial product development with standards of transparency and professional management.

Felipe Andrés Nuila Davenport – First Director

Technology and product executive with more than twelve years of experience in strategic leadership, digital platform development and scaling of technological solutions in fintech, blockchain, compliance, entertainment and enterprise software environments, currently Founder and Chief Product Officer of MIO3 (since January 2023). He has developed a distinguished career at high-growth technology companies, holding positions of increasing responsibility, including Product Lead, Growth at Angel Studios (2021–2024), Senior Product Manager at PowerDMS (2017–2021) and Senior Software Engineer, Lead (Mobile) (2015–2017), building a comprehensive profile in product design, technological innovation, platform expansion and results-oriented commercial execution. His experience combines strategic business vision with strong technical capabilities, having led the development and launch of digital products with massive impact, including crowdfunding platforms that raised more than USD$100 million, audiovisual project portfolios with global revenues exceeding USD$400 million and regulated fintech products with the capacity to transact and manage more than USD$500 million. He has also led prototyping, technology integration, digital infrastructure scaling and growth optimization processes, generating substantial improvements in adoption, user retention, monetization and market expansion. He holds a degree in Computer Sciences and Biomedical Sciences, complemented by specialized certifications in product management, agile methodologies, DeFi, Web3, SEO, Android development and cloud services. His technical-strategic profile, combined with his experience in building B2B and B2C startups and high-impact platforms, positions him as a key element in the conceptualization, development and scaling of technological infrastructures linked to digital assets, innovative financing and sustainable business growth.

José Alejandro Argumedo Bonet – Second Director

Technology entrepreneur and investor with extensive experience in the creation, scaling and monetization of digital platforms in Central America, currently Co-Founder & Chief Growth Officer of TOHKN (since September 2025). He also serves as General Partner at Panorama (2023–2026), an investment fund focused on strategic opportunities in the region, building a comprehensive profile in venture capital, business development and technology ecosystem growth. He has held foundational and high-impact executive positions, notably as Co-Founder & CEO of n1co (2022–2025), a fintech aimed at democratizing access to financial services in Central America, and as Co-Founder & CEO of hugo (2016–2024), the region's first superapp, leading its expansion and positioning through its successful acquisition by Delivery Hero in November 2022. His experience combines strategic vision, operational execution and scaling capability, having developed digital business models with regional impact in sectors such as fintech, logistics, e-commerce and the digital economy. He began his career as Founder & Experiential Director of Meraki Group (2013–2016), where he built an experiential marketing firm and a social impact platform, developing integrated campaigns for more than 30 global brands and leading the creation of regional cultural events. Previously, he served as Brand Manager for Perrier and San Pellegrino, achieving substantial sales increases through brand repositioning strategies, and as Marketing Analyst in New York, where he strengthened his foundation in strategic marketing, SEO and audience development. His profile is distinguished by a combination of entrepreneurial leadership, execution capability and growth vision, positioning him as a key player in the development of the digital economy in Central America and in the structuring of technology projects and investment initiatives with regional and international scope.

Óscar Armando Martínez Morales – Third Director

Agricultural Engineer with a specialization in agricultural economics and extensive experience in business, financial and operational management, currently General Manager of Kriete Hnos. y Cía. (since 2012). He has more than three decades of experience in strategic management, financial administration and corporate control, having previously held senior positions as Financial Manager at Distribuidora Salvadoreña, S.A. de C.V. (2006–2012) and Controller at Destilería Salvadoreña, S.A. de C.V. (1988–2006), building a comprehensive profile in financial planning, management control, budget structuring and supervision of accounting operations. Throughout his career, he has led the definition and implementation of corporate policies, the planning and coordination of organizational activities aligned with board guidelines, as well as the optimization of financial resource use and the structuring of investment and financing strategies. His experience combines strong analytical capability in financial evaluation, cost control and operational efficiency, with executive leadership in managing multidisciplinary teams and leading organizations in dynamic environments. He complements his experience with a graduate degree in Business Administration from INCAE, as well as certifications in strategic planning and financial analysis, reinforcing his focus on data-driven decision-making, financial sustainability and continuous improvement. His technical-managerial profile positions him as a key element in the disciplined administration of corporate structures, the execution of growth strategies and the efficient management of resources in organizations of various kinds.

José Antonio Sauma Uribe – Fourth Director

Senior executive in private equity and mergers and acquisitions (M&A) advisory, with more than twenty-five years of experience in investment structuring and management in Latin America, currently Managing Partner of Mesoamérica (since 1998). He leads a firm specialized in private equity fund management, M&A advisory and strategic consulting, focused on developing purpose-driven companies and generating sustainable value in key sectors of the region. Throughout his career, he has structured and managed investments in high-impact sectors such as telecommunications, energy, infrastructure, services and agribusiness, actively participating in the execution of complex transactions and the consolidation of strategic alliances among investors, corporations and business groups. He also leads Mesoamérica's M&A advisory practice, acting as a trusted advisor to global companies and family groups in investment, divestment and regional expansion processes, with a focus on long-term value creation and sustainability. He has relevant experience in corporate governance, serving as a member and chairman of boards of directors of various portfolio companies, including leading companies in renewable energy, agribusiness and consumer goods in Latin America. He complements his profile with solid international academic training, including an MBA from INSEAD (France and Singapore) and a Bachelor's degree in Business Administration Summa Cum Laude from Ithaca College (New York), as well as his participation in regional leadership initiatives such as the Aspen Global Leadership Network. His profile combines strategic vision, financial sophistication and experience in complex investment structuring, positioning him as a key player in the development of the private equity ecosystem in Latin America and in the execution of transactions and investment initiatives with international standards.

Carlos Ramón Dávila Dada – Alternate Director

Financial executive with extensive experience in corporate finance, risk management, capital markets and complex international transaction structuring, currently Chief Financial Officer of MIO3 Digital Assets (since May 2025). He integrally leads the finance, financial planning and analysis (FP&A), accounting, treasury, capital markets and risk management functions, being responsible for the financial structuring of the organization, strategic planning, investor relations and optimization of liquidity management and cash flow processes. He has a solid track record at multilateral financial organizations, notably at MIGA (World Bank Group), where for more than nine years he held positions of increasing responsibility, including Senior Underwriter/Senior Investment Officer (2022–2025). In this role, he led the structuring, financial modeling and underwriting of credit facilities of approximately US$5,000 million, as well as the structuring of political risk guarantees and capital optimization products of more than US$2,200 million, participating in infrastructure, energy and financial sector projects in Latin America, Africa, the Middle East and Central Asia.

His experience includes direct interaction with governments, central banks, ministries and international financial entities, as well as the evaluation and execution of complex financing and risk mitigation structures. Previously, at IFC (International Finance Corporation), he developed deep specialization in comprehensive risk management, economic capital, liquidity and sovereign and corporate credit risk, participating in the design of capital models, stress scenario analysis, liquidity policy structuring pursuant to international standards (including Basel III) and engagement with rating agencies. His technical experience includes advanced financial modeling, investment portfolio evaluation, risk instrument pricing and financial product structuring in emerging markets. He began his career in operational and industrial and aeronautical management positions, including leadership roles at TACA, where he optimized critical operations achieving significant efficiencies in cost and productivity, as well as in manufacturing, leading production teams and operational improvement processes. His profile combines technical depth in structured finance and risk management with operational execution capability and strategic vision, positioning him as a key element in financial structuring, risk management and development of investment platforms and digital assets with international standards.

Professional and Technical Services of the Issuer

The Issuer may engage specialized services necessary for the proper execution of this Program, subscriptions, redemptions and general administration of the Issuances.

The Issuer may additionally engage specialized professional and technical services that may be necessary for the proper fulfillment of its corporate purpose and the management of this Issuance. Such services may include, among others, accounting, internal and external audit, legal advisory, regulatory compliance, risk management, financial consulting, investment analysis and digital asset structuring.

The selection of service providers shall be carried out in accordance with criteria of transparency, independence and professional competence, ensuring that contractors have the experience, accreditations or licenses required in their respective areas, in accordance with applicable regulations.

The costs associated with these engagements shall be covered from the Issuer's operating resources, within the limits and procedures established in this Relevant Information Document.

7.5 Financial Statements of the Issuer

The Issuer, MIO3 Markets 1, S.A.S. DE C.V., is a special purpose company (SPV). As of the date of preparation of this RID, the Issuer has no commenced financial or commercial operations. Accordingly, it does not have audited or interim financial statements.

For purposes of transparency and reference, the Balance Sheet of the Issuer is incorporated as "Annex III," prepared in accordance with International Financial Reporting Standards (IFRS), which reflects its accounting position at the time of the Issuance.

7.6 Purpose, Scope and Reasons for the Income Token Issuance Program

The purpose of the Program is to enable, within a regulated framework, an Income Token issuance structure that allows investors to obtain economic exposure to the cash flows derived from the purchase, sale, settlement or realization of eligible Reference Assets, pursuant to standardized conditions established in this Relevant Information Document.

The Program is structured as an open, standardized and on-demand execution scheme, which allows the continuous issuance of Income Tokens without the need for additional documentation for each transaction, under previously defined, objective and verifiable rules. In this context, the Issuer does not engage in discretionary investment management or active portfolio management.

The scope of the Program comprises exclusively the issuance, placement and administration of Income Tokens pursuant to the Digital Asset Issuance Law, including the execution of subscriptions, the acquisition of Reference Assets, the implementation of backing mechanisms where applicable, and the channeling of economic cash flows derived from their realization to the Holders, all under objective rules, technological traceability and regulatory compliance.

The Program does not aim to offer investment advice, securities brokerage, collective management or direct investor ownership of the Reference Assets, nor does it imply a guarantee of profitability, liquidity or capital preservation. The investor's rights are strictly limited to the economic rights provided for in this RID, subject to the limited recourse regime and the conditions established herein.

The Program responds to the need to structure an efficient, repeatable and transparent mechanism for the issuance of regulated digital instruments, incorporating disclosure, control and operational standards consistent with international practices, as well as the use of technological infrastructure that enables registration, traceability and operational administration under KYC/AML compliance schemes.

Thereby, the Issuer seeks to expand access to tokenized financial instruments within a regulated environment, contributing to the development of the digital assets market in the Republic of El Salvador, under principles of transparency, standardization and operational discipline.

7.7 Objectives of the Issuance and Business Purpose of the Issuer

The objective of the Program is to enable the Issuer to carry out its exclusive corporate purpose, consisting of structuring, implementing and administering the issuance of Income Tokens pursuant to this Relevant Information Document. The funds obtained through the public offering shall be allocated primarily to: (i) the acquisition and holding of the eligible Reference Assets related to the Program; and (ii) the coverage of the expenses, commissions and operational costs strictly necessary for the preparation, execution, maintenance and operation of the Program, including those associated with custody, intermediation, compliance, audit, technology, administration and other services related to its operation.

The Program is aligned with the Issuer's ordinary business in its capacity as a special purpose vehicle (SPV) and does not involve the carrying out of commercial or productive activities unrelated thereto. Accordingly, the Issuer shall limit its actions to the administration of the Program, the holding of the Reference Assets, the fulfillment of its obligations to the Holders and the coordination of the operational mechanisms set forth in this RID, without engaging in securities brokerage, investment advisory or discretionary portfolio management.

Through this structure, the Issuer seeks to channel, within a regulated framework, investor access to economic exposures linked to eligible financial instruments, through a standardized, traceable issuance subject to objective rules of operation, eligibility, realization and compliance.

As of the date of this RID, the Issuer maintains a stable financial, operational and regulatory situation, and no events have occurred that constitute material changes to its assets, management model or compliance capacity. Likewise, there are no investigations, litigation, administrative proceedings or material contingencies affecting its operations, nor are circumstances anticipated that would compromise its operational continuity within the limited purpose that is proper to it.

7.8 Conflict of Interest and Related Party Transactions Disclosure

In compliance with the provisions of the Digital Asset Issuance Law and the Regulation on the Registration of Issuers and Issuances of Public and Private Offerings, the Issuer, MIO3 Markets 1, S.A.S. de C.V., declares that, following a reasonable review of its corporate records and the representations made by its managers, no current or potential related party transactions have been identified between the members of its management body, shareholders or employees and the members of the National Digital Assets Commission (CNAD), that could affect objectivity or independence in the context of this Program.

The Issuer was incorporated by MIO3 Latam Investments Limited, an entity belonging to the MIO3 Holdings Limited group, for the exclusive purpose of structuring, implementing and administering the Income Token Issuance Program, including the issuance of Income Tokens under a public offering and the acquisition, operational administration, custody and, as the case may be, realization of the eligible Reference Assets pursuant to this Relevant Information Document.

MIO3, S.A. de C.V. (herein, “MIO3”) is an affiliate of the Issuer within the MIO3 corporate group, both entities being ultimately controlled by MIO3 Holdings Limited (Cayman Islands). Notwithstanding this common ownership and control, MIO3, S.A. de C.V. simultaneously holds multiple roles within the Program structure from which conflicts may arise:

(a) **Digital Asset Service Provider (PSAD):** MIO3 is the Issuer's affiliated operating entity and acts on behalf of the Issuer as the authorized PSAD, being responsible for the operational platform through which Income Tokens are subscribed, issued and traded;

(b) **Account Owner:** MIO3 holds the omnibus account with the designated Broker-Dealer in its own name on behalf of the Issuer and all Issuances, and acts as grantor of the security interest with respect to that account; and

(c) **Paying Agent:** MIO3 is responsible, as an affiliate of the Issuer, for receiving Net Enforcement Proceeds from the Collateral Agents and distributing such proceeds to the Holders pursuant to the Payment Waterfall.

In an enforcement scenario following an Acceleration Event or in an insolvency scenario, the Issuer and its affiliate may share institutional, commercial and reputational interests that are adverse to the Holders' economic recovery.

The Issuer maintains internal Conflict of Interest and Insider Information policies, oriented toward the identification, prevention and treatment of situations that could affect its integrity, impartiality or operational independence. Such policies form part of the Issuer's corporate documentation and are incorporated into this RID as Annex VI, in compliance with the transparency and governance requirements established by the CNAD.

7.9 Broker-Dealer

The Broker-Dealer is an entity organized and existing under the laws of the United States of America, acting as a broker-dealer duly registered with the U.S. Securities and Exchange Commission ("SEC"), a member of the Financial Industry Regulatory Authority ("FINRA") and regulated by the competent authorities in such jurisdiction (the "Broker-Dealer"). The Broker-Dealer provides securities intermediation and custody services pursuant to applicable regulations in the United States.

For purposes of the Program, the Issuer has structured the operational intermediation and custody relationship through MIO3, S.A. de C.V. In such capacity, MIO3 maintains the Custody Account with the Broker-Dealer and executes, under instruction from the Issuer and pursuant to the terms of the Program documentation, the purchase and/or sale orders for the Reference Assets corresponding to each Issuance.

The Broker-Dealer acts exclusively as intermediary and custodian of the Reference Assets acquired under the Program. Its function is limited to executing in the corresponding markets the orders instructed pursuant to the applicable service agreement and to holding in custody the acquired securities. The Reference Assets for all Issuances shall be held in a single omnibus account structure opened in the name of MIO3, S.A. de C.V., in its capacity as account owner, under a contractual recognition scheme of the economic attribution in favor of the Issuer. For such purposes, Issuer shall maintain segregated internal records to separately, traceably and individually identify the Reference Assets corresponding to each Issuance. No separate account will be established for each Issuance.

The contractual relationship between MIO3, S.A. de C.V. and the Broker-Dealer shall be governed by the institutional account agreement and related operational agreements entered into with the Broker-Dealer, which regulate, among other matters, the opening and maintenance of accounts in MIO3, S.A. de C.V.'s name, order execution, asset custody, the use of the Broker-Dealer's technology platform and the general conditions of the relationship, pursuant to applicable regulations in its jurisdiction.

The Broker-Dealer does not participate in the Program in the capacity of issuer, placement agent, promoter or provider of the Income Tokens, nor does it assume any obligation vis-à-vis investors or Holders pursuant to the Digital Asset Issuance Law. Investors do not maintain a direct contractual relationship with the Broker-Dealer solely by virtue of acquiring Income Tokens. Accordingly, the Broker-Dealer's role is limited exclusively to the provision of intermediation, execution, custody and other operational services contracted by MIO3, S.A. de C.V., pursuant to the applicable agreements and the regulations in force in its jurisdiction.

7.10 Paying Agent

MIO3, S.A. de C.V., the company responsible for the administration and operation of the digital assets platform through which the subscription, acquisition and transfer operations of digital assets are carried out, as well as the operational settlement and distribution processes for the payments derived from the Tokens issued under the Program or distribution of the Net Enforcement Proceeds, shall hereinafter act in the capacity of "Paying Agent." Accordingly, any reference in this RID to the "Paying Agent" shall be understood as referring to MIO3, S.A. de C.V., in the exercise of such capacity.

7.11 Collateral Agents

Under the Program, two collateral agents shall be designated, which together shall be referred to as "the Collateral Agents," one local and one international, who shall act in the collective interest of the Income Token Holders, each with respect to the security interests, rights, assets, cash flows or legal relationships subject to their respective jurisdiction or applicable regime, and exclusively within the scope of the powers, functions and limitations attributed to them in the applicable Security Documents.

(a) U.S. Collateral Agent

The U.S. collateral agent (the "U.S. Collateral Agent") shall be responsible for acting with respect to the security interests established under the laws of the United States of America over the Custody Account maintained with the Broker-Dealer, as well as over the securities, assets, positions, intermediated rights, securities entitlements, funds, products and other associated rights comprised in the security structure in such jurisdiction.

In particular, it shall be responsible for the maintenance and, as the case may be, enforcement of the security interests pursuant to the applicable laws, including the execution and administration of control agreements over accounts, securities or rights, as well as any other documents necessary to ensure control, priority and enforceability.

The U.S. Collateral Agent is not responsible for distribution of the Net Enforcement Proceeds, which is the responsibility of the Paying Agent.

For these purposes, MIO3, S.A. de C.V. shall appear as the grantor of the security interest in its capacity as holder and operator of the Custody Account with the Broker-Dealer, while the Reference Assets and the corresponding economic rights shall remain attributed to the Issuer in the corresponding segregated sub-registry within such account, all in accordance with the applicable account documentation. The foregoing structure is intended solely to facilitate custody, collateral administration, perfection and enforcement mechanics in connection with the Program and shall not be construed as the assumption by MIO3 of any primary payment obligation, guarantee or suretyship obligation of the Issuer in respect of the Income Tokens.

Each Holder, by acquiring or holding Income Tokens, shall be deemed to have irrevocably appointed the U.S. Collateral Agent as collateral agent for such Holder in respect of the U.S. Collateral Package, with the rights, powers, duties, protections, limitations of liability and indemnities set forth in this RID and in the applicable Security Documents.

The Collateral Agent is not a party to the Program as an issuer, placer, or promoter of the Income Tokens, nor does it assume any obligation to investors or holders of such tokens under the Digital Asset Issuance Law (LEAD). Investors have no direct contractual relationship with the U.S. Collateral Agent. Consequently, all liability of the U.S. Collateral Agent is limited exclusively to the obligations expressly assumed by it in favor of the Issuer (or the secured parties, as applicable) under the applicable Security Documents, and in accordance with the terms thereof.

(b) Local Collateral Agent

The local collateral agent (the “Local Collateral Agent”) shall be responsible for acting with respect to the guarantees created under the laws of the Republic of El Salvador over: (i) the net economic rights attributable to the Holders arising from the Reference Assets; (ii) the net flows, income, returns and other economic benefits generated by the Reference Assets; and (iii) the funds resulting from the sale, liquidation or any other form of realization of such Reference Assets, in each case, only to the extent that they are not subject to the Security Documents created under the laws of the United States of America.

(c) Function and Scope of Action

The Collateral Agents shall act within the scope of their respective jurisdiction and competence, pursuant to the applicable Security Documents, and shall be authorized to: (i) execute, administer and maintain the corresponding Security Documents; (ii) carry out the acts necessary for the perfection, preservation and enforceability of the security interests; and (iii) in the event of the occurrence of a duly triggered Acceleration Event pursuant to the Program, enforce the security interests in their respective jurisdiction, including the liquidation of the assets, rights, accounts or cash flows subject to their scope of action and in accordance with the provisions set forth for such purpose in this RID and the applicable Security Documents.

(d) Limitation of Functions and Liability

The Collateral Agents do not assume payment obligations on behalf of the Issuer nor do they act as guarantors of the fulfillment of the Issuer's obligations. Likewise, they shall not receive or hold funds as principal on their own account on behalf of the Holders. The channeling of payments and distributions shall be carried out through the Paying Agent or the designated operating entities within the Program, pursuant to the instructions issued in the context of the enforcement and to the applicable operational procedures.

The proceeds from the enforcement of the Collateral Package shall be applied and distributed, net of taxes, withholdings and direct enforcement costs permitted by the applicable documentation (the "Net Enforcement Proceeds"), pursuant to the Payment Waterfall set forth in this RID. To the extent permitted by the applicable documentation, the Collateral Agents may deduct with priority from such Net Enforcement Proceeds the amounts owed to them for agreed-upon fees, reasonable and duly documented expenses, legal costs (including reasonable attorney’s fees and expenses), enforcement costs and indemnity rights recognized in the Security Documents.

Each of the Collateral Agents shall act in accordance with a standard of reasonable professional diligence and good faith, and shall not be liable for market fluctuations, illiquidity, suspensions, failures or defaults of third parties beyond their reasonable control, including the Broker-Dealer, custodians and other providers, nor for the price results obtained from the realization of the assets, except in cases of its own willful misconduct or gross negligence, to the extent permitted by applicable regulations and as determined by a final non-appealable order of a court of competent jurisdiction.

The Program may provide for mechanisms for the substitution of the Collateral Agents and safeguards for the management of conflicts of interest, ensuring traceability, accountability and compliance with disclosure obligations to the CNAD when applicable.

(e) Provisions relating to U.S. Collateral Agent

The rights, powers, duties, exonerations, limitations of liability and other provisions applicable to the U.S. Collateral Agent shall be reflected, as applicable, in the Collateral Agreement and Account Control Agreement and other applicable Security Documents.

Appointment of the U.S. Collateral Agent

Each Holder in the Program hereby agrees and, as evidenced by its acceptance of any benefits hereunder, that the U.S. Collateral Agent identified by the Issuer is hereby appointed as its collateral agent in connection with the Program in respect of the Collateral Package in the United States with such rights and duties specifically set forth in this RID and in any Security Document to which the Collateral Agent is a party.

Duties of the U.S. Collateral Agent

Notwithstanding anything else to the contrary in this RID:

1. The U.S. Collateral Agent undertakes to perform such duties and only such duties as are specifically set forth in this RID or in any other Security Document to which it is a party, and no implied covenants or obligations shall be read into this RID against the U.S. Collateral Agent;

2. The U.S. Collateral Agent shall not be liable for interest on any money received by it.

3. Money held in trust by the U.S. Collateral Agent need not be segregated from other funds except to the extent required by law or the Security Documents.

4. Under no circumstances shall the U.S. Collateral Agent be required to accept, collect, hold, exchange or disburse Stablecoins. Notwithstanding the foregoing, the U.S. Collateral Agent may, in its discretion, accept, collect, hold, exchange or disburse Stablecoins.

5. No provision of this RID or the Security Documents shall require the U.S. Collateral Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder or under the Security Documents, or in the exercise of any of its rights or powers in accordance with the Security Documents to which it is a party.

6. The U.S. Collateral Agent shall not be charged with knowledge of any Acceleration Event, unless either (i) the U.S. Collateral Agent shall have actual knowledge of such Acceleration Event or (ii) written notice of such Acceleration Event shall have been given to the U.S. Collateral Agent in accordance with the provisions of this RID or any Security Document. The U.S. Collateral Agent shall have no duty to inquire as to the performance of the covenants of the Issuer or any other party and may assume, prior to obtaining actual knowledge or written notice of any Acceleration Event, without inquiry that the Issuer is duly complying with its obligations contained in this RID and the other Security Documents required to be performed and observed by it, and that no Acceleration Event has occurred.

7. The U.S. Collateral Agent shall have no duty to monitor the performance of the Issuer or the PSAD, Paying Agent, Broker, any other collateral agent or their respective agents, nor shall it have any liability in connection with the acts or omissions of the Issuer, the PSAD, Paying Agent, Broker, any other collateral agent and may assume compliance by such parties with their obligations under this RID and the other Security Documents, unless the U.S. Collateral Agent shall have obtained actual knowledge or received written notice to the contrary. The U.S. Collateral Agent shall have no liability in connection with compliance of the Issuer, the PSAD, Paying Agent, Broker, any other collateral agent or their respective agents with statutory or regulatory requirements related to digital tokens. The U.S. Collateral Agent shall not make or be deemed to have made any representations or warranties with respect to the Income Tokens or the Reference Assets and associated ancillary rights.

8. Each Holder in the Program hereby agrees and, as evidenced by its acceptance of any benefits hereunder, any Holder agrees that the U.S. Collateral Agent (i) has not provided and will not provide in the future, any advice, counsel or opinion regarding the tax, regulatory, financial investment, securities law or insurance implications and consequences of the formation, funding and ongoing administration of the Issuer, including, but not limited to, income, gift and estate tax issues, insurable interest issues, risk retention issues, doing business or other licensing matters and the initial and ongoing selection and monitoring of financing arrangements, (ii) has not made any investigation as to the accuracy of any representations, warranties or other obligations of the Issuer under the Security Documents and shall have no liability in connection therewith and (iii) the U.S.

Collateral Agent has not prepared or verified, and shall not be responsible or liable for, any information, disclosure or other statement in any disclosure or offering document or in any other document issued or delivered in connection with the sale or transfer of Income Tokens.

9. Nothing herein shall impose or imply on the part of the U.S. Collateral Agent any duties of a fiduciary nature, regardless of whether an Event of Default has occurred and is continuing, or any of the duties, responsibilities or liabilities of the Issuer.

10. The U.S. Collateral Agent shall not be liable for failing to comply with its obligations under this RID or any other Security Document to the extent the performance of such obligations is dependent upon the timely receipt of instructions and/or other information from any other third party which are not received or not received by the time required. The U.S. Collateral Agent may accept and reasonably rely on all accounting, records and work provided to it by the Issuer, Paying Agent, PSAD, Broker or the Verification Agent without audit, and the U.S. Collateral Agent shall have no liability for the acts or omissions of any third party, including without limitation the PSAD, Paying Agent, Verification Agent or Broker or their respective agents. If any error, inaccuracy or omission (collectively, "Errors") exist in any information received, and such Errors should cause or materially contribute to the U.S. Collateral Agent making or continuing any Error (collectively, "Continued Errors"), the U.S. Collateral Agent shall have no liability for such Continued Errors.

11. Under no circumstances shall the U.S. Collateral Agent be required to accept, hold or disburse any currency other than U.S. Dollars. Notwithstanding the foregoing, the U.S. Collateral Agent may, in its discretion, accept, collect, hold, exchange or disburse currency other than U.S. Dollars.

12. If at any time the U.S. Collateral Agent is served with any arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process which in any way affects this RID, the Income Tokens, the Issuer, the PSAD, Paying Agent, respectively, or any part thereof or funds held by them (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions), it shall (i) forward a copy of such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process to the Issuer and afford the Issuer, the PSAD or Paying Agent, as applicable, reasonable opportunity to defend and dispute (each to the extent not prohibited by applicable law) and (ii) subject to clause (i) above, be authorized to comply therewith, at the reasonable and documented costs and expenses of the Issuer in any manner as it or its legal counsel of its own choosing deems appropriate; and if the U.S. Collateral Agent complies with any such arbitral, judicial or administrative order, judgment, award, decree, writ or other form of arbitral, judicial or administrative process, the U.S. Collateral Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, award, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

13. Every provision of this RID and the Security Documents relating to the conduct or affecting the liability of or affording protection to the U.S. Collateral Agent shall be subject to the provisions of this Section; provided that nothing in this RID or the Security Documents shall limit the liability of the U.S. Collateral Agent resulting from gross negligence or willful misconduct of the U.S. Collateral Agent or any of its affiliates, directors, officers or employees as determined by a court of competent jurisdiction in a final and non-appealable decision.

Rights of the U.S. Collateral Agent

1. The U.S. Collateral Agent may conclusively rely and shall be fully protected in acting or refraining from acting, on any document or direction (whether in its original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper representative of the Issuer, Verification Agent, PSAD or Paying Agent. The U.S. Collateral Agent need not investigate any fact or matter stated in the document.

2. The U.S. Collateral Agent may execute any of the rights or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and employ or retain such counsel, accountants, appraisers or other experts, advisers, independent contractors or agents of its selection as it may reasonably require and retained with due care for the purpose of determining and discharging its rights and duties hereunder provided that any costs, fees, expenses or liabilities incurred in connection with any such agents, attorneys, custodians, nominees, counsel, accountants, appraisers, experts, advisers or independent contractors shall be subject to the limitations set forth in this Section, the applicable Security Documents and the limited recourse provisions of this RID. The U.S. Collateral Agent shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian, advisor, contractor or nominee employed, retained or appointed with due care by it hereunder.

3. The U.S. Collateral Agent shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided that nothing in this RID or the Security Documents shall limit the liability of the U.S. Collateral Agent resulting from the gross negligence or willful misconduct of the U.S. Collateral Agent or any of its affiliates, directors, officers or employees as determined by a court of competent jurisdiction in a final and non-appealable decision.

4. The U.S. Collateral Agent shall be under no obligation to exercise any rights or powers vested in it by or pursuant to this RID or any other Security Document at the request, order or direction of any person authorized therefor under this RID or any other Security Document, unless such person shall have offered to the U.S. Collateral Agent cash-collateralized security or indemnity reasonably satisfactory to it against the reasonable and documented costs, expenses or liabilities that might be incurred by it in compliance with such request, order or direction.

5. Whenever in the administration of the Security Documents or any other Security Document the U.S. Collateral Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder or thereunder, the U.S. Collateral Agent may conclusively rely upon an officer’s certificate.

6. The U.S. Collateral Agent shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

7. The U.S. Collateral Agent may request that the Issuer deliver an officer’s certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this RID or any other Security Document.

8. The U.S. Collateral Agent shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer contained in this RID or in any other Security Document.

9. Any discretion, privileges and permissive rights of the U.S. Collateral Agent to do things enumerated in this RID or any other Security Document shall not be construed as a duty.

10. In no event shall the U.S. Collateral Agent be liable for punitive, special, indirect or consequential losses or damages (including lost profits), whether or not foreseeable, even if the U.S. Collateral Agent has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

11. The U.S. Collateral Agent is entering into the Security Documents and any other Security Document to which it is a party solely in its capacity as agent, and not in its individual or corporate capacity, and in taking (or refraining from) any actions under or pursuant to any Security Document and any other Security Document the U.S. Collateral Agent shall be protected by and shall enjoy all of the rights, immunities, privileges, protections and indemnities granted to it under the Security Documents and any other Security Document to which it is a party, and in so doing the U.S. Collateral Agent shall have no duty or liability for or with respect to (i) the validity or sufficiency of the Collateral Package or the Reference Assets and associated ancillary rights, or to determine the need for, prepare or file any financing statement, continuation statement or other similar filing evidencing a security interest all of which shall be the responsibility of the Issuer, (ii) the terms or sufficiency of any Security Document for any purpose, (iii) to pay or discharge any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, the Issuer, or (iv) confirm or verify the contents or accuracy of any reports or certificates delivered to the U.S. Collateral Agent pursuant to the RID or any other Security Document believed by the U.S. Collateral Agent to be genuine and to have been signed or presented by the proper party or parties.

12. In no event shall the U.S. Collateral Agent be liable for any failure or delay in the performance of its obligations hereunder due to any force majeure event, including, but not limited to, any act of God, natural disaster, war, terrorism, civil unrest, labor dispute, disease, epidemic or pandemic, quarantine, national emergency, utility failure, computer hardware or software failure, malware or ransomware attack, communications system failure, unavailability of any central bank's wire or telex system or other applicable wire or funds transfer system, or unavailability of any securities clearing system, it being understood that the U.S. Collateral Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

13. The U.S. Collateral Agent shall not be under any obligation to take any action in the performance of its respective duties hereunder that would be in violation of applicable law

14. The U.S. Collateral Agent shall not at any time have any responsibility or liability for or with respect to (i) the legality, validity or enforceability of the Collateral or any Additional Collateral, (ii) the perfection or priority of any collateral document, or the monitoring or maintenance of any such perfection or priority, or (iii) the accuracy of the information provided by the Issuer or any other person in connection with the transactions contemplated by the Issuer or such other person in connection with the transactions contemplated by the Security Documents, all of which shall be the responsibility of the Issuer.

15. The U.S. Collateral Agent shall have no responsibility for any information in this RID or in any other Security Document made available by the Issuer to any Holder or prospective Holder, and the U.S. Collateral Agent shall have no responsibility for compliance with any securities laws in any jurisdiction in connection with the Income Tokens or this RID.

16. These provisions shall survive the resignation or removal of the U.S. Collateral Agent and the termination of the Program.

17. The U.S. Collateral Agent shall not have any duties with respect to determining the Reference Value, Net Settlement Value, Asset-to-Liability Ratio or any other economic parameter (or any component thereof or any benchmark related thereto) relating to the Income Tokens, nor to identify which Reference Assets correspond to each Issuance all of which is the responsibility of the Issuer in accordance with the terms of this RID.

18. In no event shall the U.S. Collateral Agent be responsible or liable for any failure of the technological infrastructure of the Trading Platform, including any smart contracts.

19. Except for the gross negligence or willful misconduct of the Collateral Agent as determined by a court of competent jurisdiction in a final and non-appealable decision, the Collateral Agent shall be entitled to conclusively act and rely, and shall be fully protected in acting and relying, upon the advice or opinion of counsel with respect to specific legal matters relating to this RID, any Security Document or the Income Tokens, and such advice or opinion shall constitute full and complete authorization and protection from liability in respect of any action taken, omitted or suffered by it hereunder in good faith and in reliance on the advice or opinion of such counsel. Except for the gross negligence or willful misconduct of the Collateral Agent as determined by a court of competent jurisdiction in a final and non-appealable decision, the Collateral Agent may conclusively rely and shall be fully protected in acting and relying in good faith on the opinion or advice of or information obtained from any accountant, appraiser or other expert or adviser whether retained or employed by the Issuer or by the Collateral Agent, in relation to a specific matter arising in connection with this RID and/or any other Security Document. Except on or after an Acceleration Event, the Collateral Agent shall provide prompt written notice to the Issuer of any engagement by the Collateral Agent of counsel, accountant, appraiser or other expert or adviser, including the general scope of the legal consultation and a reasonable estimate of the related fees and expenses; provided that the Collateral Agent shall not obtain multiple legal opinions or consultations in respect of the same matter, nor shall it obtain a separate legal opinion or consultation for each action taken, omitted or suffered hereunder except for any necessary local counsel, special counsel and/or reasonanbly necessary conflict counsel as applicable.

Notwithstanding anything to the contrary herein, the Issuer shall have no liability under this Section except solely to the extent of funds available from the Collateral and, in the event the Issuer shall not at any time have sufficient funds, the obligations of the Issuer hereunder shall not give rise to a claim against or legal liability of the Issuer in respect thereof.

U.S. Collateral Agent Disclaimer

The U.S. Collateral Agent (a) shall not be responsible for, and makes no representation, as to the validity or adequacy of this RID or any other Security Document or the Income Tokens, and (b) shall not be accountable for the Issuer's use of the proceeds from the Income Tokens, or responsible for any statement of the Issuer in this RID or in any other Security Document delivered in connection herewith. The U.S. Collateral Agent has not verified the accuracy of any information provided by the Issuer to Holders or prospective Holders in connection with the sale of the Income Tokens or performed any evaluation of the Collateral Package or the Reference Assets and associated ancillary rights.

7.12 Verification Agent

Under the Program, the Issuer shall designate a Verification Agent as an independent third party responsible for carrying out objective, documented and non-discretionary verifications with respect to: (i) the existence and sufficiency of the Program's Collateral Package, including the Reference Assets and associated ancillary rights; (ii) the operational consistency between the Income Tokens issued and in circulation and the assets and rights maintained as backing, pursuant to the Program rule according to which no Income Tokens are issued without economic backing; and (iii) the source of the price or value used for the economic determinations set forth in the Program, confirming that such price or value originates from reports issued by the designated Broker-Dealer, without autonomous or discretionary calculation by the Issuer or the PSAD.

The Verification Agent shall carry out such verifications on a monthly basis, and may issue additional reports on an ad hoc basis when circumstances so require, as requested by the Collateral Agents, the Holders or any other person with a legitimate interest. Such reports shall be based exclusively on objective information and reasonably available evidence, without implying valuation, subjective interpretation or discretionary judgment regarding the convenience, reasonableness or economic merit of the Program's operations.

The Issuer shall submit to the Verification Agent, within fifteen (15) calendar days following the close of each calendar month, a consolidated monthly report referred to the market close of the last Market Business Day of such month. Such monthly report shall contain, in addition to the information described above to the extent applicable, a consolidated detail of the balances, positions, assets, obligations, commissions, costs, operating expenses, fees, custody costs, brokerage, tokenization, administration, settlement, verification and any other charges incurred during the month in connection with the Program or the corresponding Issuance.

For the sole purpose of enabling objective, documented and non-discretionary verifications, the Issuer shall procure and maintain reasonable mechanisms for the Verification Agent to have independent read-only access to the information reflected in the fiat accounts, operating accounts, brokerage accounts, custody accounts, securities accounts, exchange accounts, institutional wallets, segregated accounts, dashboards, operational portals or any other records in which assets, funds, positions or movements linked to the Program or the corresponding Issuance are recorded, to the extent that this is legally, contractually and operationally feasible. Such access shall be strictly informational and for verification purposes, without any power of disposition, instruction, mobilization, blocking or administration over the assets, funds or accounts. When, due to regulatory, contractual, technological or third-party-imposed restrictions, such read-only access cannot be enabled with respect to any relevant account or record, the Issuer shall provide evidence, third-party reports, extracts, certifications or equivalent documentation sufficient to reasonably supplement such limitation.

Based on the information submitted by the Issuer and/or obtained through read-only access or other reasonably available sources, the Verification Agent shall review and verify, within the scope of its functions, the amounts, balances, valuations, calculations, ratios, reconciliations and other objective determinations relevant to the Program. If the Verification Agent identifies discrepancies, inconsistencies, errors, documentary deficiencies or material differences, it shall promptly notify the Issuer in writing, with a reasonable level of detail regarding the nature of the observation, so that it may be clarified, supplemented, corrected or reconciled. In such case, the Issuer and the Verification Agent shall cooperate in good faith and may meet by telephone, electronic or virtual means for the purpose of discussing, clarifying, supplementing or reconciling the corresponding information.

Once the applicable information has been reviewed, the Verification Agent shall issue the corresponding verification report, indicating, as applicable, whether the reviewed information has been confirmed or whether observations, qualifications, discrepancies pending reconciliation or documentary limitations remain. If the Verification Agent confirms the information corresponding to the monthly report, it shall submit to the Issuer, within five (5) business days following receipt of the applicable information, a monthly verification report in reasonably acceptable form. Such report may include confirmations, observations, qualifications, clarifying notes, discrepancies pending reconciliation or references to relevant events, as may be reasonable in accordance with the scope of the verification performed.

In respect of an Acceleration Event, the Verification Agent shall confirm and promptly notify such occurrence to the Collateral Agents and the Holders, and promptly notify any collective decision made by the Holders in respect of sale, liquidation or realization of all or a part of the Collateral Package to the Collateral Agents. In the case of situations that do not constitute Material Defaults and therefore do not trigger an Acceleration Event, the Verification Agent shall be limited to notifying the Holders (with copies to the Collateral Agents) of the existence of the situation and enabling the mechanisms provided for in the Program for their evaluation, eventual cure and, as the case may be, decision by Holders pursuant to the applicable voting mechanism as described in this RID.

Issuer may withdraw (through MIO3) asset, property or cash from the Custody Account so long as (1) no Acceleration Event has occurred and is continuing at such time of withdrawal and (2) the Asset-to-Liability Ratio of each Issuance will be no less than one hundred percent (100%) after giving effect to such withdrawal.

Prior to an Acceleration Event, the Issuer may cause MIO3 to withdraw assets, rights or cash from the Custody Account without requiring the prior authorization of the Verification Agent. In the normal course of business, this function is necessary for the Issuer to timely meet redemption requests from the Holders. Other than notifying the Collateral Agent of the occurrence of an Acceleration Event, Verification Agent shall have no duty, obligation or liability whatsoever in connection with such withdrawals, except that within 3 business days after becoming aware of such withdrawal through the information available to it, the Verification Agent shall verify, in accordance with its duties and based on available information, that such withdrawals do not affect compliance with the Program's minimum collateralization level and shall promptly report to the Issuer any non-compliance or deviation in accordance with this RID, and the other Issuance documents.

For the avoidance of doubt, the Verification Agent does not act as custodian, collateral agent, paying agent, investment advisor or guarantor of the Issuer's compliance with this Disclosure Document. Nor does it have the power to act at its own discretion to declare whether the Issuer has incurred any Material Default by itself, or to enforce the Collateral or instruct liquidations or realizations. Its function is strictly limited to the verification of objective facts, the issuance of reports and the activation of the notification mechanisms, among other things, each as provided in this Disclosure Document and the Verification Agent Agreement.

The Verification Agent shall act under a standard of reasonable professional diligence and good faith, and shall not be liable for market fluctuations, price variations, illiquidity, delays in third-party reports or incorrect information provided by Broker-Dealers, custodians or other third parties beyond its reasonable control, except in cases of willful misconduct or gross negligence to the extent permitted by applicable regulations.

7.13 Collateral Package over Assets and Rights Related to the Program

For each issuance, the fulfillment of the Issuer's obligations derived from the Income Tokens for such Issuance shall be backed by the Reference Assets related to the Issuance, over which security interests may be established pursuant to applicable law, including, among others, security interests, pledges and control agreements. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

Such security interests shall encumber exclusively the assets and rights comprising the Collateral Package, without implying the transfer of ownership of the Reference Assets in favor of investors or the recognition of individualized property rights over specific assets.

The Reference Assets of such Issuance forming part of the Collateral Package shall be held in the Custody Account opened and maintained in the name of MIO3 through the designated Broker-Dealer. Accordingly, the assets held in such accounts shall correspond exclusively to assets, rights and positions linked to the Reference Assets of such Issuance. The Issuer shall maintain adequate identification, traceability and control mechanisms that allow verification at all times of their allocation to the Collateral Package.

The creation, scope, enforceability, control and enforcement of the security interests over the Collateral Package shall be governed by the Security Documents and by the applicable law in each jurisdiction, including, where applicable, control schemes over securities held by intermediaries pursuant to applicable legal frameworks in the United States of America, as well as pledge structures or other equivalent mechanisms over economic rights under the laws of the Republic of El Salvador.

The purpose of the Collateral Package is to reinforce the enforceability, priority, control and traceability of the Program's backing scheme, as well as to enable an orderly enforcement mechanism in the event of the occurrence of an Acceleration Event, without constituting a guarantee of profitability, minimum price or absence of losses.

Issuer may withdraw (through MIO3) asset, property or cash from the Custody Account so long (1) as no Acceleration Event has occurred and is continuing at such time of withdrawal and (2) the Asset-to-Liability Ratio of each Issuance will be no less than one hundred percent (100%) after giving effect to such withdrawal.

Prior to an Acceleration Event, the Issuer may cause MIO3 to withdraw assets, rights or cash from the Custody Account without requiring the prior authorization of the Verification Agent. This function is necessary for the Issuer to timely meet redemption requests from the Holders.

The Holders shall have an exclusive and proportional economic right over the Reference Assets of the applicable Issuance, limited to access to the Net Enforcement Proceeds resulting from its eventual enforcement and distribution pursuant to the Payment Waterfall set forth in this RID and applicable Security Documents. Issuer shall maintain internal records to separately, traceably and individually identify the Reference Assets corresponding to each Issuance. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

7.14 Principal Security Interest over the Reference Asset and Ancillary Rights (the "Security Interest")

The Security Interest shall consist principally of the creation of security interests and/or a pledge over (a) the portfolio of Reference Assets held in custody through the designated Broker-Dealer in a single omnibus account (the "Custody Account") for all Issuances with segregated internal records identifying the positions corresponding to each Issuance; (b) the Custody Account and (c) all ancillary rights and proceeds related to such portfolio, including, as applicable, the Attributable Cash Flows, the Net Enforcement Proceeds that are credited for the Reference Assets (the "Ancillary Rights"). For such purposes, Issuer shall maintain internal records to separately, traceably and individually identify the Reference Assets corresponding to each Issuance. No separate account will be established for each Issuance. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

Notwithstanding the foregoing omnibus account structure, each Holder, by virtue of acquiring Income Tokens, irrevocably and contractually agrees, for itself and on behalf of all future transferees, that: (a) its recourse is limited exclusively to the Reference Assets identified in the segregated internal records as corresponding to its Issuance; (b) it shall have no legal, equitable or contractual claim of any nature against the Reference Assets corresponding to any other Issuance, whether held in the same omnibus account or otherwise; and (c) in the event of any enforcement or insolvency proceeding, it shall not assert, support, or join in any claim that the omnibus account as a whole constitutes collateral available to all Holders across all Issuances

The Security Documents provide a set of allocation, control and enforcement mechanisms over assets, rights and cash flows associated with the Program, and do not in any case imply the transfer of ownership or the creation of direct property rights in favor of the Holders over the Reference Assets.

The Security Interest shall extend to the set of assets and rights comprising the Collateral Package, including the Ancillary Rights and any amounts, funds or products derived from the realization, in whole or in part, of the Reference Assets or of the assets and rights comprising such Collateral Package, to the extent that such Ancillary Rights have not been effectively distributed to the Holders pursuant to the direct cash flow pass-through mechanism set forth in this RID. Once the corresponding distribution has been made, the distributed amounts shall cease to form part of the assets allocated to the Issuance and, accordingly, shall cease to form part of the Collateral Package with respect to the Income Tokens to which such distribution corresponds.

The creation and scope of the Security Interest do not imply, directly or indirectly, the transfer of ownership of the Reference Assets in favor of investors, nor the recognition of individualized property rights over such assets. Accordingly, the Holders' rights shall be limited to the economic rights to which they are entitled pursuant to the terms of the Issuance, including, as the case may be, their participation in the net proceeds from the realization of related Reference Assets (including proceeds and ancillary rights thereof) in accordance with the limited recourse regime and the Payment Waterfall established in the Program documentation.

Likewise, the extension of the Security Interest to the Collateral Package does not alter the limited recourse nature of the Income Tokens nor does it imply a guarantee of total recovery of invested capital, its scope being subject to the effective creation, perfection and enforcement of the security interests pursuant to applicable law.

7.15 Perfection and Account Control

The perfection, enforceability and priority of the Security Interest shall be structured in a coordinated manner in the relevant jurisdictions, principally through the following mechanisms:

1. Control over the Custody Account and/or related accounts. The creation and priority of the security interests over the Reference Assets held as part of the Collateral Package, as well as over the rights in the Custody Account, shall be implemented through one or more control agreements and/or equivalent arrangements recognized in the United States of America, including, where applicable, “control” structures applicable to securities held by intermediaries pursuant to legal frameworks consistent with the Uniform Commercial Code (UCC). Such mechanisms shall have the purpose of: (i) ensuring the priority of the security interests over the positions held in the Custody Account; and (ii) establishing objective disposition, restriction and enforcement rules in acceleration scenarios, pursuant to the Security Documents.

2. Creation and publicity of the security interest in El Salvador. Without prejudice to the control and perfection scheme implemented in the custody jurisdiction, the Program may contemplate the creation of security interests under the laws of the Republic of El Salvador, including pledges or other equivalent mechanisms over the economic rights, cash flows and other income derived from the Reference Assets or from their realization, for the purpose of reinforcing the enforceability, priority and local enforceability of the Collateral Package.

The details of the perfection scheme, including the identification of accounts, contractual documents, enforcement events, instruction powers and operational continuity mechanisms, shall be set forth in the Security Documents incorporated as an annex to this RID. In all cases, the principle shall be maintained that the Collateral Package must be verifiable, controllable and enforceable pursuant to practices in the relevant jurisdiction applicable to securities held in custody by intermediaries, and consistent with the limited recourse regime and with the nature of the economic rights incorporated in the Income Tokens.

Subject to the terms of the Security Documents, the Collateral Agents shall at no time have any obligation or legal liability in connection with: (i) the monitoring of the assets comprising the Security Interest or the acquisition of additional assets or rights that constitute Additional Security; (ii) the terms or sufficiency of any Security Document for any purpose; (iii) the legality, validity or enforceability of the Security Interest or any Additional Security; or (iv) the creation, perfection or priority of any security right, or the monitoring or maintenance of such creation, perfection or priority, all of the foregoing being the sole responsibility of the Issuer.

The breach of such obligations by the Issuer may result in the loss of the corresponding Security Interest or the priority of the security right in favor of the Collateral Agents vis-à-vis third parties.

7.16 Additional Security (the "Additional Security”)

In addition to the principal Security Interest, the Issuer may create or implement supplementary security interests (the "Additional Security") for the sole purpose of reinforcing the coverage of the Collateral Package and facilitating an orderly and efficient enforcement in the event of an Acceleration Event. Such Additional Security may include, without limitation:

(a) security interests over specific operating accounts linked to the Program that receive exclusively realization proceeds, cash flows or other income derived from the Reference Assets;

(b) additional control agreements over cash accounts, settlement accounts or distribution accounts linked to the Program, pursuant to the applicable contractual and regulatory mechanisms;

(c) limited assignments or transfers of collection rights against operational third parties, such as the Broker-Dealer, custodians, paying agents or financial entities, to the extent that such rights are directly linked to the Collateral Package and their creation is permitted under applicable regulations; and

(d) any other security mechanism that is consistent with the nature of the Program, the limited recourse regime applicable to the Income Tokens and the applicable regulatory framework.

The Additional Security shall be ancillary to the principal Security Interest and shall be strictly limited to assets, accounts or rights attributable to the Program, without extending to the Issuer's general assets or altering the nature of the Income Tokens as instruments that confer exclusively contractual economic rights under a limited recourse regime.

The eventual creation of Additional Security shall not imply a guarantee of profitability, total recovery of invested capital or elimination of risks inherent to the Reference Assets, its scope and effects being subject to the provisions of this RID.

7.17 Asset-to-Liability Ratio

While Income Tokens are outstanding under the Program, for each Issuance, the Issuer shall maintain at all times an Asset-to-Liability Ratio of not less than one hundred percent (100%); the Program does not contemplate an over-collateralization scheme and, accordingly, the Collateral Package for each Issuance is maintained on a 100% economic equivalence basis.

For purposes of this Relevant Information Document, the "Asset-to-Liability Ratio" for each Issuance shall mean the ratio between: (i) the value of the eligible Reference Assets held as part of the Collateral Package for such Issuance, plus any other assets, rights, accounts, cash flows, products or security interests expressly admitted as backing for such Issuance pursuant to this RID; and (ii) the reference value of the outstanding Income Tokens for such Issuance, plus any amounts due, operational settlement, distribution or redemption obligations and other amounts payable for such Issuance pursuant to the Program documentation.

The calculation of the Asset-to-Liability Ratio shall be performed by the Verification Agent exclusively on the basis of objective and verifiable information, including, as applicable, market prices, operational confirmations, account statements, Broker-Dealer reports, PSAD records, segregated records and other applicable information sources pursuant to this RID, without autonomous valuations, discretionary methodologies or subjective determinations by the Issuer.

For each Issuance, in the event that the Asset-to-Liability Ratio falls below the minimum threshold of 100%, the Issuer shall, within the cure period set forth in this RID, adopt the reasonably necessary corrective measures to restore such ratio, including, as applicable and to the extent permitted by the Program documentation: (a) the contribution or allocation of additional eligible assets to the Collateral Package; (b) the substitution of assets that have ceased to meet the eligibility criteria; (c) the reduction, liquidation or adjustment of exposures; (d) the temporary suspension of new issuances with respect to the affected Issuance; and/or (e) any other operational or contractual measure reasonably appropriate to restore compliance with the required threshold.

While the Asset-to-Liability Ratio for any Issuance remains below 100% and has not been restored pursuant to this RID, the Issuer may not carry out new issuances of Income Tokens with respect to the affected Issuance, except to the extent strictly necessary to implement corrective measures permitted by the Program or when doing so would not aggravate the backing insufficiency.

The breach of this obligation to maintain the Asset-to-Liability Ratio shall constitute a Material Default and, if such situation persists upon expiration of the applicable cure period, may constitute an Acceleration Event, with the consequences set forth in this RID, including, where applicable, the activation of verification, notification, enforcement instruction and realization mechanisms for the Collateral Package.

For the avoidance of doubt, this obligation has the purpose of preserving the economic sufficiency of the Program's backing and reinforcing the integrity of the limited recourse regime applicable to the Income Tokens, without constituting a guarantee of profitability, minimum price, liquidity or total recovery of invested capital.

7.18 Limited Recourse, Enforcement and Payment Waterfall

The Income Tokens constitute limited recourse obligations of the Issuer. Accordingly, the Holders' economic rights are strictly limited to the net proceeds effectively recovered as a result of the enforcement and related Reference Assets (including proceeds and ancillary rights thereof) and any security interests established thereon associated with the applicable Issuance, in accordance with the Security Documents and this RID. The Holders shall have no action, claim or additional recourse against the Issuer or its shareholders, managers or affiliates, beyond the assets, rights and accounts comprising the Collateral Package, except in cases of willful misconduct or fraud duly proven pursuant to the governing law of this RID. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

Once the Issuer has been notified of a Material Default with respect to any Issuance by the Verification Agent, the Issuer shall have the cure period provided for in the Program. If such Material Default is not cured within the applicable period, and the Verification Agent issues the corresponding certification to the effect that the Material Default has occurred and continues, it shall notify the Issuer and the Holders pursuant to the procedures set forth in this RID.

In the case of Material Defaults, the Holders may agree, by the simple majority provided for in the Program, to require the enforcement of the Security Interest by resolving that an Acceleration Event has occurred. For such purpose, the Holders shall submit to the Verification Agent the certification of the corresponding resolution, together with the supporting documentation required by the Program. Upon receipt of such certification, and once the formal compliance with the applicable requirements has been verified, the Verification Agent shall issue the corresponding enforcement request to the Collateral Agents, accompanied by the pertinent documentation.

Upon receipt of the enforcement instruction, the Collateral Agents shall proceed, pursuant to the Security Documents and the applicable instruction, to the realization, monetization or total or partial liquidation of the Reference Assets of the applicable Issuance , including the sale of the Reference Assets through the designated Broker-Dealer or the enforcement of any rights, accounts, cash flows or supplementary security interests comprised in such Collateral Package.

The Collateral Agents shall reasonably document the actions taken in the enforcement process and maintain a file or sufficient documentary support for such process, including, where applicable, the instructions received, operational confirmations, enforcement reports, settlements, costs incurred and other relevant documentation.

The Net Enforcement Proceeds shall be applied in accordance with the Payment Waterfall under section 8.9.

In the event that the Net Enforcement Proceeds are insufficient to fully satisfy the Holders' economic rights, the Holders expressly agree that they shall have no additional action against the Issuer or third parties, beyond the Collateral Package effectively enforced, in accordance with the limited recourse regime provided for herein.

The occurrence of force majeure or acts of God that materially prevent the fulfillment of the affected obligation shall suspend, to the applicable extent, the computation of the cure period while such circumstance subsists and provided that the Issuer has timely notified its occurrence and effects pursuant to the provisions of the Program.

7.19 Transparency, Reports and Preservation of the Security Interest

In order to strengthen investor protection, the Program contemplates reconciliation, control and traceability mechanisms between: (a) the Income Tokens issued and in circulation, pursuant to the applicable technological registry and the PSAD's records; and (b) the Reference Assets for each Issuance held in the Custody Accounts and/or in the corresponding segregated records.

Such mechanisms shall have the purpose of ensuring the operational consistency of the Program, pursuant to the principle according to which no Income Tokens are issued without backing, as well as enabling the objective and continuous verification of the correspondence between the economic exposure of the Tokens and the assets comprising the Collateral Package.

The Program shall contemplate the generation of periodic reports and the disclosure of material events related to custody, operational restrictions, trading suspensions, market events, corporate actions, changes in intermediaries or custodians, or any material modification to the security structure, pursuant to the disclosure rules established in this RID. Likewise, the Verification Agent shall issue reports in the terms set forth in the Program, based on objective verifications of the available information.

The reports issued by the Verification Agent pursuant to this RID shall be disclosed by the Issuer, in full or summary format, through the Program's official website, the digital platform designated for the disclosure of information to investors, or any other reasonably equivalent means previously communicated to the

Holders and, as the case may be, to the National Digital Assets Commission. Unless specifically provided otherwise in the Issuance Documentation, the Issuer shall publish without undue delay the monthly verification reports and, when warranted by their materiality or relevance to the Holders' economic position, also the regular and extraordinary reports containing observations, material discrepancies or material events.

The Issuer's failure to timely submit the information required for verification, the unjustified refusal to enable or maintain the read-only access mechanisms set forth in this RID, the delivery of substantially incomplete information or the omission of reasonably necessary supporting documentation for verification may give rise to the issuance of qualified reports, to the disclosure of the incident as a material event and, as the case may be, to the consequences set forth in the Material Defaults section, depending on the nature, severity and persistence of the corresponding circumstance.

Any release, substitution or material modification of the Collateral Package applicable to Income Tokens already issued and in circulation may only be made pursuant to the provisions of the Program documentation. When such modification constitutes a Material Adverse Modification, including, without limitation, impairments to the priority, enforceability, sufficiency or enforceability of the Security Interest, it shall be subject to approval mechanisms by the Holders, pursuant to the procedures and thresholds established in this RID, ensuring transparency, traceability and informed consent.

7.20 Business Day Definitions

For purposes of this RID, the terms indicated below shall have the following meaning:

"Market Business Day" means any day on which the relevant United States securities market on which the applicable Reference Asset is listed and is open for ordinary trading operations, in accordance with its official calendar.

"business day" means any banking and commercial business day in the Republic of El Salvador. Unless expressly indicated as a Market Business Day, any reference in this RID to a "business day" shall be understood as referring to a business day in the Republic of El Salvador.

8. Public Offering of Revenue Digital Assets

8.1 Type of Digital Asset

Under the Program, the Issuer shall issue digital Income Tokens (the "Income Tokens"), which confer on their Holders contractual economic rights to the Attributable Cash Flow of the related Reference Assets for the Issuance, pursuant to the rules set forth in this Relevant Information Document. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

The Income Tokens do not constitute debt instruments, do not confer a credit right against the Issuer and do not generate unconditional payment obligations. The Holders' rights are strictly limited to the contractual economic rights expressly set forth in the Issuance documentation, including, as applicable, the cash flows and other amounts effectively generated, received or realized with respect to the related Reference Assets, all under a limited recourse scheme pursuant to this Relevant Information Document.

The Income Tokens are structured under an economic reference model with respect to one or more eligible Reference Assets, consisting of dematerialized securities regulated in the United States of America, including, among others, stocks, exchange-traded funds (ETFs), bonds or other financial instruments that meet the objective eligibility criteria established in this Document.

Unless expressly provided otherwise in this RID, the Income Tokens do not generate predetermined periodic payments. When there are cash flows derived from the Reference Assets, including dividends, interest or other income, such amounts may be distributed to the Holders under a direct cash flow pass-through mechanism, exclusively to the extent effectively received, and net of taxes, withholdings and costs directly attributable to their receipt and distribution.

Likewise, the amounts to be received by the Holders in the event of redemption, realization or settlement of the Reference Assets shall be determined based on the value effectively obtained from their execution in the market. Such value shall correspond to the result of the transactions effectively executed pursuant to the applicable market conditions, as evidenced by the corresponding operational confirmations. The Issuer shall not perform autonomous valuation calculations or discretionally determine the value of the Income Tokens, limiting itself to reflecting the market execution results pursuant to the provisions of this Document. The Issuer may issue Income Tokens that shall have specific identifiers or ticker symbols, which shall reflect the type of Reference Asset to which they are linked. Such symbols shall begin with the letter "t," followed by the category of the corresponding Reference Asset, such as "[tSTOCKS]," “[tETF]” or "[tBOND]."

Each Income Token shall be identified by the applicable symbol, according to the category of the Reference Asset that forms part of the Collateral Package.

The Income Tokens are structured under the ERC-3643 technical standard, which enables the digital representation of transferable assets with programmable eligibility restrictions, regulatory control and traceability pursuant to the Digital Asset Issuance Law.

Each Income Token shall have a unique identifier within the distributed ledger network used by the Program, assigned through smart contracts whose relevant parameters shall be disclosed pursuant to this Document.

8.2 Token Price, Unit Value and Token Fractions.

The price displayed on the TOHKN platform with respect to the Reference Asset constitutes a market price of a merely referential and informational nature, and does not constitute an offer nor does it guarantee the price applicable to a given transaction.

For the execution of purchase or sale transactions related to Reference Assets, TOHKN shall provide the investor with a specific purchase or sale quote, as applicable. Notwithstanding the foregoing, the final execution price may present reasonable variations from the displayed or previously communicated quote, as a result of normal market conditions, including, among others, fluctuations in the price of the Reference Asset, volatility levels, available liquidity and the time required for the execution of the transaction.

The applicable price for the subscription of the Income Tokens shall, in all cases, be the effectively executed price of the corresponding Reference Asset transaction. Only the commissions applicable to the investor pursuant to the TOHKN platform fee schedule shall be added to such price.

The subscription of Income Tokens may be made for an amount equivalent to the total value of the corresponding Reference Asset or for lesser amounts, in which case the Income Tokens, or the corresponding Token fractions, shall be issued in proportion to the amount effectively subscribed and the effectively executed price of the Reference Asset, so that the economic content of the instrument maintains strict proportionality with such amount pursuant to the Program rules.

The price at which orders related to the purchase and sale of the Reference Assets are executed may differ from the quoted or displayed price at the time of instruction. Such variation may result from changes in market conditions, including volatility, variations in supply and demand, latency in the transmission or processing of orders, and the availability of liquidity in the trading systems.

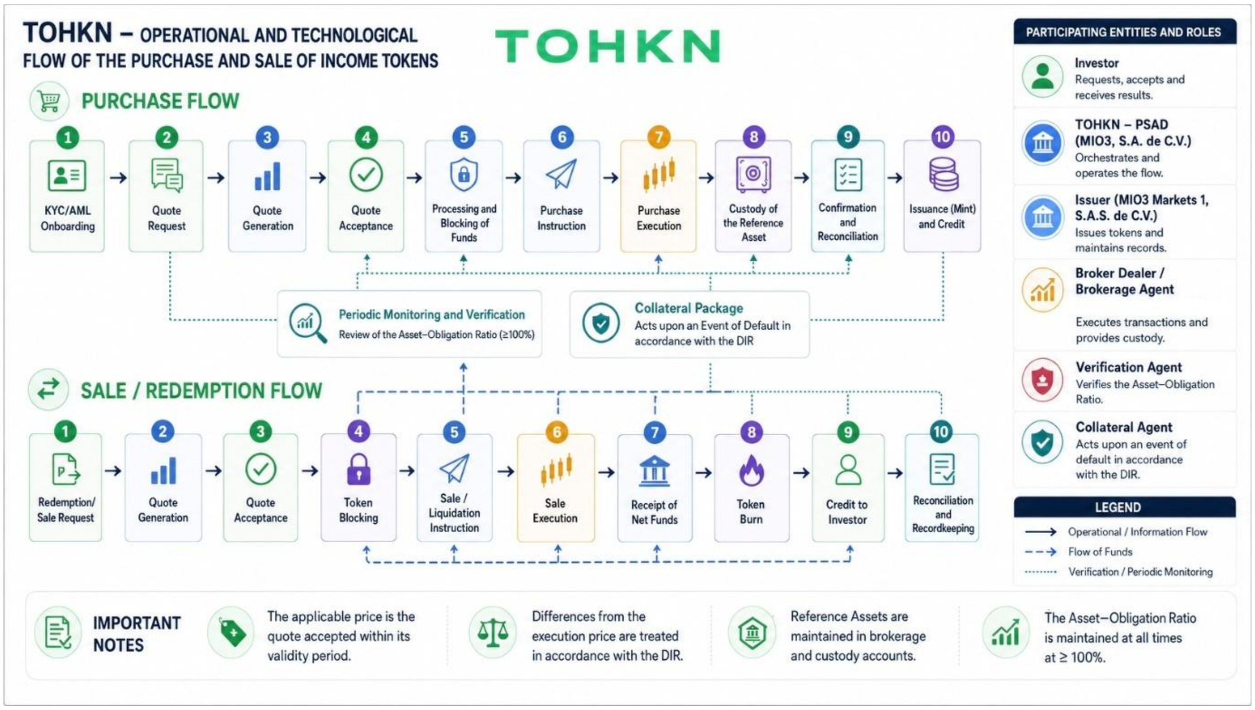
For purposes of the divisibility and fractionalization mechanism of the Income Tokens, it is clarified that the Income Tokens shall have a programmable decimal precision system. Pursuant to the current technological configuration of the Program, the Income Tokens shall use nine (9) decimal places of precision, allowing the proportional representation of economic fractions with respect to the corresponding Reference Asset.

Calculations between the monetary value of the investment, the quantity of the Reference Asset acquired and the number of Income Tokens issued shall be processed internally using the maximum mathematical precision available. However, the final number of Income Tokens issued shall be rounded down, by truncation, to the limit of nine (9) decimal places, in order to maintain operational consistency and avoid the number of Income Tokens issued exceeding the corresponding economic backing.

Investors may acquire economic fractions of the Reference Assets without being required to acquire a full unit of the corresponding financial instrument. Accordingly, the minimum participation shall not be determined by a fixed percentage of the Reference Asset, but rather by the minimum operational subscription or trading amount enabled on the platform.

Pursuant to the initial operational configuration of the Program, the minimum amount for buy or sell orders shall be the equivalent of TEN UNITED STATES DOLLARS (US$10.00), from which the system shall calculate and allocate the corresponding proportional fraction of the Income Token in accordance with the divisibility mechanism described above.

Operational and Technological Flow



8.3 Operational Issuance of the Income Tokens

The issuance of Income Tokens shall be carried out on an on-demand basis, on a continuous basis, depending on the subscription orders validly received through the PSAD. Notwithstanding, the effective issuance of the Income Tokens shall be cumulatively subject to: (i) compliance with the applicable due diligence and eligibility processes; (ii) the verification of the corresponding backing, pursuant to the principle that no Income Tokens are issued without backing; and (iii) compliance with the operational conditions of the Program, including, where applicable, the Minimum Amount for its activation.

Once such conditions have been verified and the effective receipt of funds has been confirmed pursuant to the PSAD's operational procedures, the Issuer shall proceed with the issuance (creation) and crediting of the Income Tokens to the digital wallets designated by the investors within the applicable operational timeframes, which shall typically correspond to T+0 or T+1, and, exceptionally, up to T+2, counted from the operational confirmation of the subscription and the availability, acquisition, allocation or assignment of the corresponding Reference Asset, depending on the Broker-Dealer's settlement cycles and the operational conditions of the market.

The Program may remain enabled during its term for the continuous issuance of Income Tokens, without prejudice to the Issuer's ability to temporarily suspend new issuances with respect to certain Reference Assets when they no longer meet the eligibility criteria or when regulatory, operational or market restrictions so justify.

For the avoidance of doubt, the Minimum Amount shall not operate as a condition precedent to the subscription, issuance, allocation or crediting of Income Tokens during the marketing period, provided that the remaining issuance conditions set forth in this RID have been satisfied. The Minimum Amount shall operate solely for purposes of determining whether, upon expiration of the applicable marketing period, the refund mechanics set forth herein shall apply.

In the event that the Program's Minimum Amount is not reached within the period set forth for its activation, the funds contributed by investors shall be refunded pursuant to the procedure established in this Document and the operational mechanisms enabled by the PSAD, typically within T+0 to T+2 from the cancellation of the subscription, without generating additional compensation, unless expressly provided otherwise. The minimum amount for any subscription order or redemption order shall be the equivalent of TEN UNITED STATES DOLLARS (US$10.00), from which the system shall calculate and allocate the corresponding fractional amount of the applicable Income Token.

8.4 Underlying Asset and Reference Asset

For purposes of the Program, the Income Tokens are structured under an economic reference model with respect to one or more eligible financial assets (the "Reference Assets"), consisting of dematerialized securities issued and regulated in the United States of America, including, without limitation, stocks, exchange-traded funds (“ETFs”), bonds or other instruments admitted to trading on organized and regulated markets. The Income Tokens do not constitute asset-backed instruments in the sense of conferring property or ownership rights over the Reference Assets, but rather represent contractual economic rights derived from the performance and realization of such assets, subject to the control, allocation and enforcement mechanisms set forth in this RID.

The Reference Assets are not legally assigned on an individual basis to each Income Token nor do they confer on the Holders direct or indirect ownership of such assets. Their function is to serve as an economic basis for the determination of the cash flows, results and amounts attributable to the Income Tokens pursuant to the rules of this RID. Accordingly, the rights incorporated in the Income Tokens do not confer, directly or indirectly, any property, participation or real interest in the Reference Assets, being limited exclusively to contractual economic rights.

The subscription Price of the Income Tokens shall be the value displayed on the PSAD's operating platform at the time the investor places its order, which shall be indicative in nature and shall be based exclusively on objective market information provided by the designated Broker-Dealer. Such Price shall reflect, as applicable, the current trading price of the Reference Asset (including the bid and ask price, last traded price, closing price or other market equivalents). The Issuer does not discretionally set the Price, does not apply internal valuation methodologies or calculate its own reference values, limiting itself to using the market information supplied by the Broker-Dealer and/or objective data sources.

The subscription shall operate under an order execution system. Once the order has been placed by the investor and the Program's operational conditions have been verified, the Issuer shall instruct the Broker-Dealer to proceed with the on-demand acquisition of the corresponding Reference Asset. The definitive applicable price shall be the price effectively obtained in the market by the Broker-Dealer and reflected in its confirmations, account statements or operational reports. Accordingly, the economic amount associated with the Income Tokens shall be determined based on the effectively executed value, which may differ from the indicative Price displayed at the time of the order, depending on market conditions, liquidity, trading windows, suspensions or other factors inherent to execution in regulated markets.

The values, cash flows and economic amounts attributable to the Income Tokens shall be determined exclusively based on: (i) the market price information, trade confirmations, account statements and reports reasonably provided by the Broker-Dealer; and/or (ii) objective market data sources used consistently in the Program. Where applicable, operational date and time cutoff rules shall be applied, as well as adjustments resulting from corporate events pursuant to market practices. In the event that a corporate event occurs with respect to a Reference Asset, including, without limitation, stock splits, reverse stock splits, stock dividends, mergers, spin-offs, reorganizations, tender offers, delistings or equivalent events, the Issuer shall apply the reasonably necessary operational and economic adjustments to reflect such event and preserve the economic reference of the affected Income Tokens, based exclusively on the information, adjustment factors, operational confirmations and other data objectively reported by the Broker-Dealer, custodian or applicable market source. Such adjustments may include, as applicable, modifications to the number of reference units, to the economic fraction represented by each Token, to the price or reference value and to any other operational parameter strictly necessary to reflect the economic effect of the corporate event, without implying the creation of property, voting, control or direct ownership rights over the Reference Assets.

The Program may contemplate exposure to one or more Reference Assets simultaneously, without there being an individualized allocation of assets to each Income Token. The corresponding positions shall be acquired, held and, as the case may be, liquidated by the Issuer through the designated Broker-Dealer, under custody and segregated record schemes that allow the operational identification of the assets attributable to each Issuance.

The Reference Assets, as well as the rights, cash flows and products derived therefrom, including dividends, interest, cash proceeds and realization results, as well as the funds allocated for the acquisition of the Reference Asset, may form part of the Collateral Package and be subject to the security interests established in favor of the Holders, pursuant to the provisions of this Document. Issuer shall maintain internal records to separately, traceably and individually identify the Reference Assets corresponding to each Issuance. No separate account will be established for each Issuance. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

The loss of eligibility of a Reference Asset subsequent to its acquisition shall not affect the validity of previously issued Income Tokens; notwithstanding, the Issuer may suspend the additional acquisition of such asset and adopt the operational measures set forth in the Program pursuant to objective criteria and market conditions.

Absent consent of the majority Holders of an Issuance, Issuer or MIO3 shall not rehypothecate, re-pledge, re-use, lend, transfer, assign, or otherwise encumber any Reference Asset of such Issuance for Issuer or MIO3 or any of their affiliates' financial interests.

Issuer may withdraw (through MIO3) asset, property or cash from the Custody Account so long as (1) no Acceleration Event has occurred and is continuing at such time of withdrawal and (2) the Asset-to-Liability Ratio of each Issuance will be no less than one hundred percent (100%) after giving effect to such withdrawal. Prior to an Acceleration Event, the Issuer may cause MIO3 to withdraw assets, rights or cash from the Custody Account without requiring the prior authorization of the Verification Agent. This function is necessary for the Issuer to timely meet redemption requests from the Holders.

8.4.1 Eligibility Criteria for the Reference Asset Classes

The eligible Asset Classes and Reference Assets under the Program must comply with objective, verifiable criteria consistent with market practices, designed to ensure that such assets correspond to liquid, transparent financial instruments traded on regulated markets in the United States of America. In all cases, such securities must be acquired through a Broker-Dealer duly registered with the U.S. Securities and Exchange Commission (SEC) and a member of the Financial Industry Regulatory Authority ("FINRA"), which must be freely tradable on recognized organized markets in such jurisdiction.

8.4.1.1 Equity securities

Those issuers that are part of the Russell 3000 Index, or any successor or equivalent index that applies substantially similar criteria in terms of market capitalization, free float and liquidity, shall be eligible.

8.4.1.2 Additionally, such securities must:

(i) be listed and traded on a regulated market of the United States of America; (ii) have publicly verifiable market prices; (iii) maintain reasonable liquidity conditions and continuous trading pursuant to market practices; and (iv) comply with the following minimum eligibility thresholds:

- share price equal to or greater than USD $1.00;
- issuer market capitalization equal to or greater than USD $100,000,000;
- average daily trading volume equal to or greater than 100,000 shares.

8.4.1.3 Exchange-Traded Funds (ETFs)

Those ETFs that:

(i) are admitted to trading on organized and regulated markets in the United States of America, including, among others, NYSE Arca, Nasdaq or Cboe BZX; (ii) are registered pursuant to the applicable regulations in such jurisdiction, including, where applicable, the Investment Company Act of 1940; (iii) have assets under management (AUM) of not less than USD $100,000,000; and (iv) maintain reasonable liquidity, trading volume and price formation conditions pursuant to market practices.

8.4.1.4 Debt instruments

Those securities that:

(i) are part of the Bloomberg U.S. Aggregate Bond Index, the ICE BofA U.S. Corporate Index, or widely recognized successor or equivalent indices; or, failing that, (ii) meet substantially similar eligibility criteria in terms of credit quality, liquidity, price transparency and trading on regulated markets.

Where applicable, such instruments must have an investment grade rating issued by at least one internationally recognized rating agency, unless their eligibility derives directly from their inclusion in one of the indices mentioned above.

8.4.1.5 Regulatory and trading requirements

In all cases, the Reference Assets must:

(i) be issued by entities duly organized and in good standing pursuant to the laws of their jurisdiction of origin; (ii) not have been the subject of recent insolvency, bankruptcy or restructuring proceedings, except in cases permitted by applicable regulations or the rules of the corresponding market; (iii) be fully transferable and tradable on public markets; (iv) comply with all applicable securities laws in the United States of America, including federal and state regulations; (v) comply with the listing rules and standards of the corresponding market, including continuous disclosure and corporate governance obligations, where applicable.

8.4.1.6 General eligibility conditions

Additionally, the Reference Assets must:

(i) be able to be acquired, held, custodied and realized through the designated Broker-Dealer; (ii) have objectively verifiable prices or values through recognized market sources; (iii) not be subject to legal or contractual restrictions that prevent their trading, settlement or allocation to the Collateral Package; and (iv) comply with the operational and regulatory conditions applicable to the Program.

8.4.1.7 Application of criteria

The Issuer shall apply such criteria objectively and consistently, without material discretion in the individual selection of assets, limiting itself to verifying compliance with the eligibility parameters defined in this Document.

8.4.1.8 Loss of eligibility

The loss of eligibility of a Reference Asset subsequent to its acquisition shall not affect the validity of previously issued Income Tokens; notwithstanding, the Issuer may suspend the additional acquisition of such asset pursuant to the criteria established in the Program.

8.5 Material Defaults and Cure Period

8.5.1 Material Defaults

Any of the events set forth below shall constitute a "Material Default," provided that the fact or circumstance in question remains in a state of default during the specific persistence period indicated for each event. The occurrence of a Material Default shall not by itself constitute an Acceleration Event, but rather shall give rise to the notification, cure, verification and Holder decision procedure set forth in the following sections.

8.5.2. Payment default on Holder's Redemption Option

That the Issuer fails to pay the Redemption Amount owed to the Holder who has been duly verified pursuant to the Program's KYC/AML policies, who has validly exercised the Holder's Redemption Option and has made available or delivered the corresponding Income Tokens for redemption, provided that the total amount due and unpaid exceeds ONE HUNDRED THOUSAND UNITED STATES DOLLARS (US$100,000.00) and such non-payment continues for thirty (30) calendar days from the most recent date on which the Issuer should have remitted the corresponding payment pursuant to the Program's operational procedures.

8.5.3 Material deterioration of backing / Asset-to-Liability Ratio

That the Issuances Asset-to-Liability Ratio for an Issuance is less than one hundred percent (100%) at market close of any Market Business Day, and that such situation continues for thirty (30) consecutive calendar days without being cured.

8.5.4 Material loss of security interest, control, perfection or priority

That the principal Security Interest or any Additional Security material to the Program structure ceases to be valid, enforceable, duly perfected or of preferred priority pursuant to applicable law, or that the contractual or operational control necessary over accounts, rights or assets comprising the Collateral Package is lost, and such situation continues for thirty (30) calendar days from its notification to the Issuer.

8.5.5 Unauthorized material impairment of the Collateral Package

That, outside the cases expressly permitted by this RID and by the Security Documents, any third party attaches, enforces, takes possession of, restricts, freezes, materially interferes with or otherwise affects the Collateral Package, the Issuer's accounts linked to the Program or the rights and cash flows comprised therein, in a manner that materially impairs their integrity, availability, control or realizability, and such situation continues for thirty (30) calendar days from its notification to the Issuer.

8.5.6 Illegality or material regulatory cessation.

That the Issuer violates applicable legal or regulatory provisions, or that a regulatory change, requirement, order, resolution or measure of a competent authority occurs such that it becomes illegal or materially unfeasible to continue the Program, maintain the contemplated backing, realize the Reference Assets, make the committed payments or preserve the security structure in its essential terms, and such situation continues for thirty (30) calendar days from its notification to the Issuer or, if longer, during the minimum cure period imperatively required by applicable regulations.

8.5.7 Insolvency or involuntary bankruptcy proceedings.

That an order, resolution or measure is issued in an involuntary insolvency, liquidation, reorganization or similar proceeding against the Issuer, and such order, resolution or measure remains in effect, not stayed, not dismissed and not vacated for sixty (60) consecutive calendar days.

8.5.8 Insolvency or voluntary bankruptcy proceedings.

That the Issuer voluntarily commences an insolvency, reorganization, liquidation or similar proceeding; consents to an order for relief in an involuntary proceeding; consents to the appointment of a liquidator, administrator or receiver; or performs substantially analogous acts pursuant to applicable law.

8.5.9 Invalidity, illegality, repudiation or material failure of documentation or key third party.

That:

(i) any material document of the Program or the security structure is declared invalid, illegal or unenforceable, in a manner that materially affects the rights of the Holders, the continuity of the Program or the enforceability of the Collateral Package; or

(ii) any key third party in the Program's operations, including the PSAD, the Broker-Dealer, custodians, account providers, the Paying Agent or the Collateral Agents, incurs a default, operational cessation, suspension, loss of authorization, material failure or equivalent event that materially affects the functioning of the Program, the availability or realization of the Collateral Package, or the Issuer's ability to fulfill its obligations, and, in any of the foregoing cases, such situation continues, is not remedied, substituted or neutralized within thirty (30) calendar days from its notification to the Issuer, unless by its objective nature it is a non-curable event.

8.5.10 Cure Period applicable to Material Defaults.

Once the persistence of the respective event has been verified during the specific period indicated for each Material Default and the Issuer has been notified thereof, the Issuer shall have an additional period of ninety (90) calendar days (the "Cure Period") to remedy, correct, neutralize or cure the Material Default in question. During such Cure Period, the Issuer may, as applicable, pay amounts due, restore the Asset-to-Liability Ratio, reconstitute or substitute the Collateral Package, regularize operational or contractual defaults, substitute key third parties or adopt any other measures necessary to restore compliance with the Program.

Accordingly, no Material Default shall, by itself and automatically, constitute an Acceleration Event, and the liquidation of the affected Issuance and the enforcement of the Security Interest may only occur once the procedure set forth in Sections 8.6 through 8.8 has been exhausted.

8.6 Material Default Verification Procedure

When the Verification Agent, acting solely within the limited scope of its functions under this RID and on the basis of objective information reasonably available to it, including supporting documentation, operational records, reports, communications from relevant third parties or any other reasonably reliable source, identifies the possible occurrence of a fact or circumstance that, pursuant to this RID, may constitute a Material Default, it shall verify: (i) the objective occurrence of the respective event; (ii) that such event has remained in a state of default during the specific persistence period applicable pursuant to Section 8.5; and (iii) that, once notified to the Issuer, the Cure Period has expired in its entirety without sufficient cure, remedy or neutralization.

Once such facts have been verified, the Verification Agent shall issue a written certification of occurrence and continuity of the Material Default, stating at least: (a) the corresponding constitutive event; (b) the date of occurrence, to the extent it can be determined; (c) the applicable specific persistence period; (d) the date of notification to the Issuer; (e) the expiration of the Cure Period; and (f) the circumstance that the default persists without having been sufficiently remedied.

Once such certification has been issued, the Verification Agent shall notify the Issuer, the Collateral Agents, the Common Representative and the Holders, so that they may formally become aware of the occurrence of the Material Default and for the Holders to adopt the corresponding decision pursuant to this RID.

The Verification Agent shall act exclusively as a verifier of objective facts and shall have no authority to independently determine, declare or trigger an Acceleration Event, nor to instruct or initiate enforcement actions on its own initiative or substitute the collective will of the Holders.

8.7 Holder Decision and Majority Certification

Upon receipt of the certification of occurrence and continuity of the Material Default issued by the Verification Agent, the Common Representative shall submit such Material Default to a decision by the Holders of the affected Issuance, by means of an assembly or any other collective mechanism permitted pursuant to the RID, so that the Holders may determine whether such Material Default should or should not give rise to the early liquidation of the Reference Assets of the affected Issuance and, if applicable, the detailed instructions in respect of such liquidation of such Reference Assets including the timing, method, price restriction and other limitations or parameters in respect of such liquidation. The Common Representative shall promptly notify the Verification Agent and MIO3 of such decision by the Holders. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

The aforementioned decision shall require the favorable vote of Holders representing at least fifty-one percent (51%) of the outstanding Income Tokens of the affected Issuance.

If the vote called to resolve on the early liquidation of the affected Issuance and the enforcement of the Security Interest does not reach the applicable quorum pursuant to the voting mechanism set forth in this RID, or if, having reached such quorum, the required majority indicated in the preceding paragraph is not obtained, the proposal shall be deemed not approved for all legal and contractual purposes.

The lack of quorum, insufficient participation, the technical impossibility of a valid closing of the voting process, or the failure to obtain the required majority shall not, by themselves, constitute tacit approval, implied consent, an Acceleration Event, nor shall they authorize the Common Representative, the Verification Agent or the Collateral Agents to instruct or initiate the enforcement of the Security Interest.

In any of such cases, the Common Representative may call a new vote on the same matter within five (5) business days, either on its own initiative when it deems it reasonably advisable to obtain a valid collective decision, or when so requested by Holders representing at least ten percent (10%) of the outstanding Income Tokens with voting rights of the affected Issuance.

While no collective decision has been validly adopted with the required majority pursuant to this RID, the Common Representative may only perform conservatory, informational and collective interest preservation acts on behalf of the Holders, including information requests, notifications, calls, communications to relevant third parties and disclosure of material events, provided that such actions do not imply, directly or indirectly, the enforcement of the Security Interest or the modification of the terms of the Issuance. Once the corresponding resolution has been adopted, the Common Representative shall communicate it to the

Verification Agent, accompanied by the certification or supporting documentation evidencing the voting result and compliance with the required majority.

Upon receipt of such documentation, the Verification Agent shall exclusively verify its formal sufficiency and certify whether the Holders' decision was validly approved with the majority required pursuant to this RID. Such certification shall not imply a review of the economic merit or advisability of the decision adopted by the Holders, but solely the formal determination that the required voting threshold was met. Upon completion of such process, the Verification Agent shall, within three (3) Business Days, notify and instruct the applicable Collateral Agents of such decision of the Holders in respect of the Reference Assets of the applicable Issuance.

For the avoidance of doubt, each voting pool is specific to the affected Issuance. Any resolution, instruction or certification resulting from a vote of the Holders of one Issuance shall be null and void to the extent it purports to bind the Reference Assets of any other Issuance. The Common Representative of one Issuance has no authority whatsoever to act on behalf of, or in the interests of, the Holders of any other Issuance.

8.8 Acceleration Event and Security Interest Enforcement Instruction

An "Acceleration Event" shall be deemed to have occurred only when the following circumstances concur jointly: (i) the Verification Agent has certified the occurrence and continuity of a Material Default pursuant to Section 8.6; (ii) the Holders of the affected Income Tokens have approved, with the majority required pursuant to this RID, that such Material Default shall give rise to the early liquidation of the affected Issuance and the enforcement of the Security Interest; and (iii) the Verification Agent has formally certified compliance with such majority all in accordance with the objective verification and procedural certification mechanics set forth in this RID. For the avoidance of doubt, no Acceleration Event shall be deemed to have occurred when the corresponding proposal has not been validly submitted to a vote, when the vote could not be validly closed pursuant to the applicable technical and procedural parameters, when the required quorum was not reached, or when the required majority was not obtained pursuant to this RID.

In such cases, the Issuance shall continue to be subject to the ordinary regime set forth in this Document, without prejudice to the possibility of calling a new vote, adopting conservatory measures or disclosing the situation as a material event when applicable.

Once an Acceleration Event has occurred, the Verification Agent shall have a maximum period of three (3) Business Days from the certification indicated in the preceding paragraph to instruct the corresponding Collateral Agents to commence the enforcement process pursuant to the Security Documents and shall notify the Issuer of such circumstance.

If the Verification Agent does not issue such instruction within the period indicated above, the Common Representative, acting on the basis of the decision previously adopted by the Holders, shall be authorized to directly instruct the corresponding Collateral Agents and the Issuer, accompanied by the Verification Agent's certification regarding the occurrence of the Material Default and compliance with the required majority.

The new call or reopening of the voting process shall not alter the substantive majority required to approve the early liquidation of the Issuance and the enforcement of the Security Interest, which shall in all cases require the favorable vote of Holders representing at least fifty-one percent (51%) of the outstanding Income Tokens of the affected Issuance.

Upon receipt of the enforcement instruction from the Verification Agent or the Common Representative, the Collateral Agents shall proceed, pursuant to the Security Documents and the applicable instruction, to the realization, monetization or total or partial liquidation of the Reference Assets of the applicable Issuance, including the sale of the Reference Assets through the designated Broker-Dealer or the enforcement of any rights, accounts, cash flows or supplementary security interests comprised in such Collateral Package.

The Collateral Agents shall reasonably document the actions taken in the enforcement process and maintain a file or sufficient documentary support for such process, including, where applicable, the instructions received, operational confirmations, enforcement reports, settlements, costs incurred and other relevant documentation.

Upon the occurrence of an Acceleration Event, and without prejudice to the formal enforcement instruction, Issuer shall adopt measures reasonably necessary to preserve the realizable value of the Collateral Package and allow an orderly enforcement thereof may be adopted, including: (a) suspending new subscriptions with respect to the affected Issuance; (b) temporarily suspending or limiting transfers and/or redemptions with respect to the affected Issuance when necessary to avoid impairments to the integrity of the realization process; (c) setting a record date and time to determine the Holders entitled to participate in the realization proceeds, pursuant to the PSAD's records and the on-chain registry; and (d) cooperating with Collateral Agents and Common Representative of the applicable Issuance with the realization, liquidation or enforcement, in whole or in part, of the Collateral Package for the related Issuance pursuant to the Security Documents, market conditions and applicable operational procedures.

The net amounts obtained as a result of the enforcement of the Collateral Package shall be transferred or made available to the Paying Agent, who shall be responsible for distributing them to the Holders pursuant to the Payment Waterfall established in this RID. In no event shall the Collateral Agents make direct distributions to the Holders.

8.9 Payment Waterfall

In the event of enforcement of the Security Interest and/or any additional security interests comprised in the Program, including, without limitation, as a consequence of an Acceleration Event, the Net Enforcement Proceeds shall be applied pursuant to a mandatory priority of payments order (the "Payment Waterfall"), with the objective of ensuring an orderly, transparent and enforceable liquidation.

For these purposes, the Net Enforcement Proceeds shall comprise exclusively the net proceeds of the realization, monetization or liquidation of the Reference Assets and any undistributed ancillary rights, after deducting the costs, commissions, withholdings and taxes applicable at source, as well as any operational fee deductions provided for in this RID.

The Net Enforcement Proceeds of one Issuance shall be applied exclusively to the obligations and distributions related to that Issuance and shall not, under any circumstances, be applied to satisfy obligations, costs or distributions of any other Issuance.

The Payment Waterfall shall be applied in the following order, to the extent the Net Enforcement Proceeds are sufficient:

1. first, on a pro rata basis, to pay any unpaid taxes, withholdings, governmental charges or other preferential obligations of the Issuer or the affected Issuance required by applicable law, including

charges imposed by competent authorities or applicable regulations in the relevant jurisdictions;

2. second, on a pro rata basis, to the payment of the fees, costs and reasonable and documented expenses of the Collateral Agents incurred in connection with the execution of their duties as Collateral Agent, in exercising or attempting to exercise any right or remedy hereunder or thereunder associated with the enforcement, realization, and liquidation of the Collateral Package for the applicable Issuance, including the Collateral Agent fees, expenses and indemnities (including fees and expenses of attorneys, advisors and any other professionals), legal and court expenses, transaction costs, and liquidation/custody costs incurred to convert the Reference Asset into available funds, and all amounts against or for which the Collateral Agent is to be indemnified or reimbursed hereunder and under the Collateral Agreement (excluding any such costs, expenses, indemnities or amounts which have theretofore been reimbursed, or previously paid) ; provided that no such amounts shall be payable to the extent resulting from the gross negligence or willful misconduct of such Collateral Agent, as finally determined by a court of competent jurisdiction;

3. third, payment of Program commissions, charges and costs associated with the operation and enforcement, including Broker-Dealer commissions, currency conversion costs, margins, PSAD fees, Verification Agent fees and other contractually applicable charges pursuant to this RID;

4. fourth, payment to the Holders of the Income Tokens of the affected Issuance, pro rata according to their effective ownership, from the Net Enforcement Proceeds of such Issuance, based on the PSAD's records and, where applicable, the Record Date and Time of the Acceleration Event; and

5. finally, any surplus remaining after the full satisfaction of the foregoing items shall be applied in favor of the Issuer or as expressly provided in the Program documentation.

The Net Enforcement Proceeds shall be transferred by the Collateral Agents to the Paying Agent, who shall be responsible for making the corresponding distribution pursuant to this Payment Waterfall. The Paying Agent agrees to provide to the Collateral Agents such wire instructions, applicable tax certification forms and such other information, documentation, and certifications reasonably requested to comply with applicable know-your-customer ("KYC"), anti-money laundering ("AML") and counter-terrorism financing laws and regulations. The Collateral Agents reserve the right to refuse or suspend the transfer of the Net Enforcement Proceeds to the Paying Agent until such KYC/AML requirements are satisfied, without liability.

The application of the Payment Waterfall shall operate under a limited recourse regime, and therefore the Holders acknowledge and agree that their economic right is limited exclusively to the amount effectively available and distributable as Net Enforcement Proceeds pursuant to such waterfall, and that they shall have no recourse, action or additional claim against the Issuer for differences, insufficiencies or losses resulting from, among others: (a) market fluctuations; (b) enforcement at prices lower than expected; (c) illiquidity, suspensions or trading restrictions; (d) applicable costs, commissions, taxes or withholdings; or (e) any other operational or regulatory contingency provided for in this RID. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii) the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance.

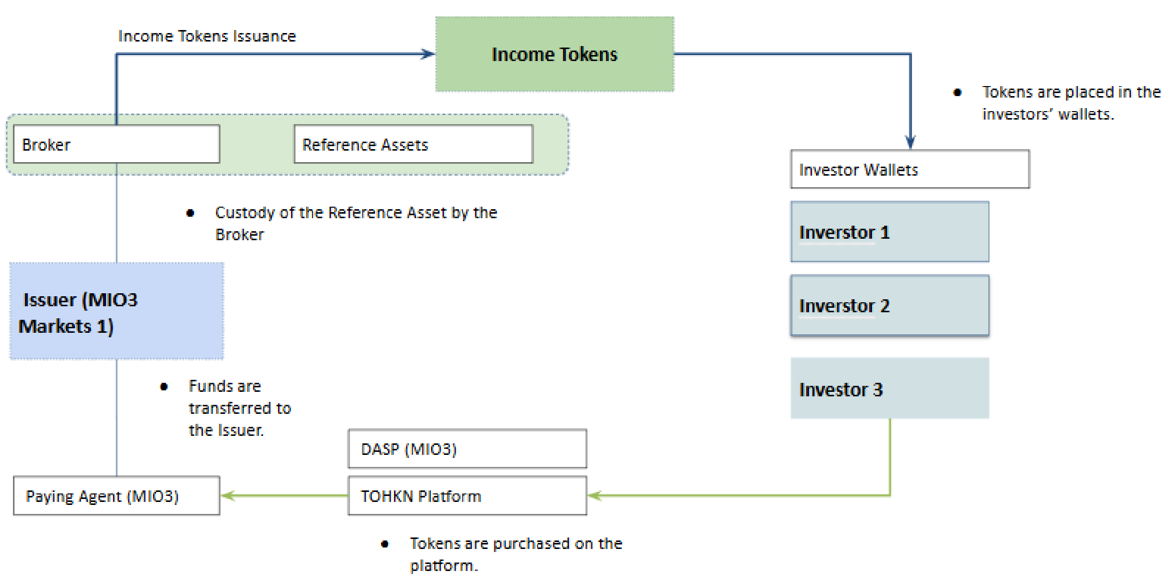
8.10 Program Amount

The Income Token Issuance Program shall have a maximum total authorized amount of up to ONE HUNDRED MILLION UNITED STATES DOLLARS (US$ 100,000,000.00), which shall constitute the maximum limit of the total amount issued under the Program under one or more Issuances.

In no event shall the aggregate amount issued of the Income Tokens under the Program, considering all Issuances, exceed the total maximum authorized amount. For these purposes, the issued amount shall be determined based on the subscription value of the Income Tokens at the time of their issuance, without considering subsequent fluctuations in their Reference Value.

8.11 Income Token Issuance Flow

The following graphic diagram sets forth in an orderly, sequential and detailed manner the comprehensive flow of the operation, enabling clear visualization of the legal and operational structure of the Income Token Issuance, which includes the allocation and use of funds, as well as the interaction among the principal participants and components of the transaction.



8.12 Term, Place and Method of Payment of the Income Tokens.

Term of the Income Tokens

The Income Tokens issued under the Program shall not have a predetermined maturity date. Accordingly, their term shall, by default, be of an indefinite nature, remaining in circulation until a termination or liquidation event occurs pursuant to the provisions of this RID, including, without limitation, the exercise of the Holder's

Redemption Option, the exercise of the Issuer's Redemption Option, the occurrence of an Acceleration Event, or any other early termination event expressly provided for in this document.

Notwithstanding the foregoing, the Program may provide for: (i) early exit windows and conditions at the Holder's request through the exercise of the Holder's Redemption Option; (ii) repurchase, liquidation or early termination mechanisms at the Issuer's option through the exercise of the Issuer's Redemption Option; and/or (iii) frequency limits, minimum amounts, notice periods, record dates and times and other operational conditions applicable to such mechanisms, all pursuant to the provisions of this RID. The exercise of the Issuer's and the Holder's Redemption Option shall be subject, in all cases, to the procedures, operational limitations, eligibility conditions, liquidity availability and other restrictions expressly provided for in this RID.

Likewise, the Issuer may carry out the substitution of one or more Reference Assets comprising the Collateral Package, exclusively in the cases expressly provided for in this RID and subject to objective eligibility, economic equivalence and verifiability criteria. In all cases, such substitution must be carried out in a manner that does not constitute a Material Adverse Modification with respect to the outstanding Income Tokens.

The termination and liquidation of an Issuance may also occur due to: (a) the occurrence of a Material Default and the consequent Acceleration Event, with enforcement of the Security Interest and distribution pursuant to the Payment Waterfall; (b) the legal, regulatory or operational impossibility of continuing to administer the Collateral Package or of maintaining the intermediation, custody or security structure pursuant to this RID; or (c) any other extraordinary event provided for in this document.

Upon completion of the liquidation process of an Issuance and determination of the net distributable amounts in accordance with this RID, the Income Tokens shall be cancelled, burned or marked as liquidated, as applicable, pursuant to the PSAD's operational procedures, and the corresponding distributions shall be made to the Holders within the same applicable operational cycle.

The liquidation of a specific Issuance shall not, by itself, imply the termination of the Program as a whole or of other unaffected Issuances.

Distribution of Attributable Cash Flows and Net Enforcement Proceeds

Dividends, interest or other economic income effectively generated by the Reference Assets and effectively received by the Issuer or by the designated third party within the Program structure, hereinafter the "Attributable Cash Flows," shall be distributed to the Holders under a direct cash flow pass-through mechanism, on a net payment basis, after deducting exclusively the applicable tax withholdings and costs, expenses and commissions directly attributable to their receipt, conversion, immediate administration and distribution, pursuant to the provisions of this RID. There is no guarantee regarding the applicable withholding rates or their tax recoverability.

For the avoidance of doubt, no general operational or administrative costs of the Program shall be deducted from the Attributable Cash Flows. Once distributed, the Attributable Cash Flows shall cease to form part of the Collateral Package.

The amounts payable upon the exercise of the Investor's or the Issuer's Redemption Option shall be determined based on the value effectively obtained from the realization of the corresponding Reference Asset, in accordance with the applicable market conditions and the operational confirmations of the executed transactions.

From such amounts, only the applicable tax withholdings and costs and commissions directly associated with the execution, settlement and custody of the transaction may be deducted, as well as, where applicable, the strictly necessary currency conversion costs. No general operational or administrative costs of the Program shall be deducted.

All payments to the Holders, whether by distribution of Attributable Cash Flows or by redemption exercised by the Holder or by the Issuer, shall be made exclusively in Stablecoins, specifically USDT or USDC, by crediting the verified digital wallets on the PSAD's platform. The economic denomination of the Issuance remains in USD, with the Stablecoins constituting solely the operational settlement mechanism.

The Issuer's payment obligation shall be fulfilled within three (3) business days following the Issuer's effective receipt of: (i) the proceeds from the sale, settlement or any other form of realization of the Reference Asset; or (ii) the Attributable Cash Flows effectively received pursuant to the Program's operations, as applicable.

Payments upon redemption (by the Issuer and by the Holder) and liquidation

When, pursuant to this RID and the other Issuance documents, the exercise of the Holder's or the Issuer's Redemption Option proceeds, the amount payable to the Holder (the "Redemption Amount") shall be determined based on the net value effectively realized from the sale, settlement, disposal or disposition of the applicable Reference Asset, or of the corresponding economic position, as applicable pursuant to the Program structure. Accordingly, such amount shall reflect exclusively the net amount effectively obtained from such realization, and not theoretical, estimated or discretionary valuations.

In the event of the exercise of the Holder's or the Issuer's Redemption Option, as applicable, the Issuer shall have up to three (3) Market Business Days from the valid exercise date of the redemption to execute, perfect and settle the sale, monetization or any other form of realization of the corresponding Reference Asset, for the purpose of obtaining the funds necessary to make the respective payment.

(a) Holder's Redemption Option

The Holder shall submit its request through the PSAD's operational mechanisms, pursuant to the eligibility requirements, ownership verification and applicable compliance controls.

Once the request has been validated, the Issuer shall have a period of up to three (3) Market Business Days to proceed with the settlement of the assets or positions corresponding to the applicable Reference Asset, including the execution of sell orders on the market through the Broker-Dealer.

The Holder acknowledges that the Redemption Amount shall depend on the value effectively obtained from the realization of the corresponding assets or positions and may differ from the referential value observed at the time of the request, as a result of market conditions, liquidity, execution costs and other operational factors.

The payment of the Redemption Amount so determined shall have a fully discharging effect with respect to the Income Tokens subject to liquidation.

(b) Early Redemption at the Issuer's Option

The Issuer may exercise the Early Redemption, in whole or in part, with respect to the Program as a whole or with respect to one or more specific Issuances of Income Tokens issued under the Program, upon prior notice to the Holders pursuant to the disclosure mechanisms provided for in the Program, in any of the following circumstances:

(i) when the aggregate outstanding amount of all Income Tokens issued under the Program, expressed in its equivalent in United States Dollars (US$), is equal to or less than THIRTY-THREE MILLION UNITED STATES DOLLARS (US$33,000,000.00); or

(ii) when, as a consequence of regulatory, operational, structural, commercial, market, liquidity, administrative efficiency or economic viability circumstances, or any other analogous circumstance that materially affects the continuity, legality, structure, administration, execution or economic advisability of the Program, of one or more affected Issuances or of the applicable Reference Asset, the Issuer determines, acting in good faith and reasonably, that it is appropriate to proceed with the amortization or total or partial liquidation of the Program, of one or more specific Issuances or to the termination of the corresponding economic exposure.

In the event that the Issuer intends to exercise the Early Redemption at the Issuer's Option pursuant to the foregoing, it shall notify the Holders of the affected Issuances with no less than sixty (60) calendar days' advance notice with respect to the date scheduled for the execution of such redemption, amortization or liquidation. During such period, the Holders may, subject to the Program's operational mechanisms, the availability of eligible alternatives and compliance with applicable regulatory and operational requirements, request the migration, substitution or economic reassignment of their position to another Reference Asset or to another eligible Issuance within the Program, other Programs or affiliates, when so enabled by the Issuer.

The Issuer shall not be obligated to offer a specific migration, substitution or reassignment alternative, but shall endeavor, to the extent reasonably possible and subject to operational and regulatory availability, to enable options that allow an orderly transition for the Holders of the affected Issuances.

Upon expiration of the period indicated above, with respect to those Holders of the affected Issuances who have not exercised any of the alternatives made available to them or have not given valid instructions within the corresponding period, the Issuer may proceed, without the need for additional consent, with the mandatory redemption, amortization and liquidation of the corresponding Income Tokens, through the realization of the assets or positions linked to the applicable Reference Asset, in accordance with the Program's operational procedures.

Upon expiration of the advance notice period, the Issuer shall proceed with the liquidation of the assets or positions corresponding to the applicable Reference Assets, and the Redemption Amount shall be determined based on the net value effectively obtained, applying the deductions expressly provided for in this RID.

The payment of the Redemption Amount shall have a total and definitive discharging effect with respect to the Income Tokens subject to the exercise of the Early Redemption at the Issuer's Option. The exercise of such right may give rise to the total or partial amortization and liquidation of the Program or of one or more affected Issuances and, as the case may be, to the definitive termination of the corresponding Income Tokens. Once the Redemption Amount has been paid and their cancellation (burn) has been executed pursuant to the PSAD's procedures and applicable records, the Issuer shall not maintain any residual or further obligation with respect to such Income Tokens, except those obligations that must survive pursuant to this RID or applicable regulations.

For the avoidance of doubt, when the Early Redemption at the Issuer's Option is exercised based on the circumstance set forth in item (i) above, the threshold indicated therein shall be understood as referring to the aggregate outstanding amount of the Program as a whole, and not exclusively to the outstanding amount of an individual Issuance. Accordingly, once such threshold is reached, the Issuer may decide, at its sole option and acting pursuant to the provisions of this RID, whether to proceed with the total amortization and liquidation of the Program or solely with the total or partial amortization and liquidation of one or more specific Issuances thereunder.

(c) Effects of liquidation

The liquidation resulting from the exercise of the Issuer Redemption Option or the Holder Redemption Right may result in the total or partial termination of the relevant Issuance. Once the applicable Reference Asset has been realized, the corresponding funds have been received, and the net amount payable has been determined in accordance with this RID, the Income Tokens shall be cancelled, burned or marked as liquidated, as applicable, pursuant to the PSAD’s operational procedures, and payment to the Holder shall be made within the same applicable operational cycle.

(d) Payment currency and operational conditions

The payment of the Redemption Amount shall be made in the Stablecoins provided for in this RID, by crediting the wallet address registered by the Holder on the PSAD's platform, and shall be subject to compliance with applicable controls, including identity verification and the Program's compliance policies.

Netting of Redemptions (by the Issuer and by the Holder)

In connection with the redemption mechanisms through the exercise of the Issuer's and the Holder's Redemption Option, the Issuer may, whenever operationally and economically reasonable and under conditions consistent with market practices, offset in whole or in part the obligations arising from redemption requests through one or more of the following mechanisms: (i) the allocation of new subscriptions of Income Tokens of the same type or linked to the same Reference Asset; (ii) the realization through the exercise of the Issuer's Redemption Option over outstanding Income Tokens; and/or (iii) the use of available liquid funds within the Program.

Such offset mechanism may be implemented without the need to proceed with the immediate sale or liquidation of the Reference Assets, provided that the integrity of the Program and the Holders' economic rights are not materially affected.

The Holder acknowledges and agrees that, in the event a netting or offset mechanism is implemented without the effective realization of the Reference Asset, the Redemption Amount may be determined based on the Reference Value of the applicable Reference Asset, calculated pursuant to the price sources and cutoff rules set forth in this RID, rather than an effectively realized value.

In the event that the netting is insufficient or unfeasible to fully or partially satisfy a liquidation request, the Issuer shall proceed with the realization or liquidation of the corresponding assets or positions pursuant to the provisions of this RID.

Payments upon Acceleration Event and enforcement of security interests

In the event of an Acceleration Event and the consequent enforcement of the Security Interest and/or any additional security interests comprised in the Program, the amounts to be distributed to the Holders shall correspond exclusively to the Net Enforcement Proceeds effectively recovered.

Such amounts shall be transferred by the Collateral Agents to the Paying Agent and shall be applied pursuant to the Payment Waterfall established in this RID.

The allocation of the Net Enforcement Proceeds among the Holders shall be made pro rata according to their effective ownership as of the Record Date and Time of the Acceleration Event, pursuant to the PSAD's records and the on-chain registry. Issuer shall maintain internal records to separately, traceably and individually identify the Reference Assets corresponding to each Issuance.

Currency and payment mechanics

All payments to the Holders, whether for Attributable Cash Flows, proceeds from the exercise of the Issuer's and the Holder's Redemption Option, or as a consequence of an Acceleration Event, shall be made exclusively in Stablecoins, as defined in this RID.

Such payments shall be made by crediting the digital wallet addresses designated by the Holders and registered on the PSAD's platform, through the Program's technological infrastructure.

The payment date shall correspond to the date on which the transaction is effectively settled on the corresponding network, including, where applicable, its validation and recording on the blockchain infrastructure used.

In the event that the settlement date coincides with a non-business day in the Republic of El Salvador, or is affected by operational windows, intermediary settlement processes, compliance controls or network technical restrictions, the payment shall be deemed made on the date on which the transfer is effectively executed and confirmed pursuant to the Program's operational standards.

Notifications, eligibility and conditions for receiving payments

The Issuer and/or the PSAD may timely notify the CNAD and the Holders of material events that trigger distributions or liquidations, including, without limitation, the generation of Attributable Cash Flows, the opening of windows for the exercise of the Issuer's and the Holder's Redemption Option or the occurrence of an Acceleration Event, pursuant to the disclosure mechanisms set forth in this RID.

To receive payments, the Holders must maintain a digital wallet duly registered, verified and enabled on the PSAD's platform, complying at all times with the applicable identification and monitoring requirements, including KYC/KYB/KYT, as applicable, as well as with the acceptance, validation and registration operational procedures established in the Program.

The right to receive payments shall be conditioned upon the continuous fulfillment of such requirements and the availability of the operational infrastructure necessary for their execution.

Once the corresponding transfer has been executed and, where applicable, the cancellation (burn) of the liquidated Income Tokens has been carried out, the Issuer's distribution obligation with respect to such Income Tokens shall be deemed satisfied, exclusively for the amount effectively paid and pursuant to the limited recourse regime set forth in this RID.

Issuance of the Income Tokens

The subscription of Income Tokens shall commence at the time the Holder registers its order through the PSAD's platform ("Day T”). The placement of the order shall not imply the immediate issuance of the Income

Tokens, remaining subject to the completion of identity verification, eligibility and compliance processes, including KYC/AML, as well as to the confirmation of receipt of funds pursuant to the Program's operational procedures.

As a condition for issuance, the Issuer must verify the existence of sufficient backing in the Collateral Package, pursuant to the principle according to which no Income Tokens shall be issued unless there is attributable economic backing equivalent to 100% of the economic value of the Income Tokens whose issuance is intended. For such purposes, the Issuer may, as applicable, execute the acquisition of the Reference Assets through the Broker-Dealer under an on-demand purchase model, or allocate previously acquired and available assets for such purpose.

Once the foregoing validations have been completed, the receipt of funds has been confirmed and the corresponding backing has been verified, the Issuer shall proceed with the issuance (token creation) and allocation of the Income Tokens, and their crediting to the Holder's digital wallet registered on the PSAD's platform, as a general rule within the same operational cycle (T+0) or, exceptionally, within a reasonable operational period pursuant to market conditions.

In the event that, for any reason provided for in this RID or in the Program's operational procedures, an order does not result in an effective issuance of Income Tokens, the funds contributed by the Holder shall be refunded pursuant to the enabled operational mechanisms, without generating any right or additional compensation, unless expressly provided otherwise in this RID.

8.13 Payment Methods for the Purchase of Income Tokens

The purchase of the Income Tokens shall be made in the primary digital assets market provided by the MIO3, S.A. de C.V. platform, duly authorized as a Digital Asset Service Provider (PSAD) by the National Digital Assets Commission (CNAD). MIO3, S.A. de C.V. is the Paying Agent for the Program.

The Program is denominated in United States dollars (USD), which constitute the unit of reference for purposes of subscription, price determination, calculation of economic rights and other Program parameters. For the avoidance of doubt, USD operates exclusively as a unit of account and not as a settlement currency.

For operational subscription purposes, the Holders may make contributions through the methods enabled by the PSAD, including wire transfers, cards or other compatible mechanisms, as well as through the delivery of crypto-assets, including Bitcoin (BTC) and Stablecoins. In all cases, the funds received shall be converted, through the conversion or exchange services provided by the PSAD, to the settlement Stablecoin used by the Program.

The settlement of the Income Token subscription shall be made exclusively in Stablecoins, as defined in this RID, with USDT being the default settlement mechanism, without prejudice to the use of other authorized Stablecoins.

The use of Stablecoins as a payment and settlement mechanism constitutes an operational element of the Program and does not alter the USD denomination or the unit of reference for the calculation of the Holders' economic rights.

The Income Tokens shall be issued (token creation) and credited to the Holders' verified digital wallets pursuant to the Program's operational timeframes, once the issuance conditions set forth in this RID have been met, including identity verification, effective receipt of funds and existence of backing in the Collateral Package.

All costs, charges or commissions associated with the payment methods used by the Holder, including wire transfers, card payments, conversion or exchange services, as well as network fees or other operational costs, shall be borne exclusively by the Holder pursuant to the prevailing fee schedules and the PSAD's procedures.

In the event of issues with the payment or conversion process, the Holder may contact the support team through the channels enabled by the PSAD.

8.14 Execution of subscription and redemption orders subject to market conditions

The placement of subscription orders for the acquisition of Income Tokens, as well as the redemption requests or orders submitted by the Holders pursuant to this RID, shall at all times be subject to the availability, schedules, calendars and operational conditions of the securities markets, trading centers, clearing and settlement systems, as well as the Broker-Dealer and other intermediaries or third parties involved in the acquisition, sale or realization of the Reference Assets.

Accordingly, such orders or requests may not be processed or executed immediately, may be partially executed, deferred or remain pending in the event of market closure, non-working Market Business Days, market holidays, trading suspensions, operational interruptions or other circumstances affecting the ordinary functioning of the market or the participants involved.

The issuance and allocation of the Income Tokens, as well as the processing and settlement of redemption requests, shall be subject to compliance with the Program's operational conditions, including the corresponding validations, verification of economic backing and, where applicable, the acquisition or realization of the Reference Asset.

The Holders acknowledge and agree that the processing, execution, settlement, issuance, burn and determination of the economic amounts under the Program may be affected by such circumstances, without generating liability for the Issuer, the PSAD, the Paying Agent, the Broker-Dealer, the Verification Agent or the Collateral Agents, provided that such effects arise from market conditions or the operations of the systems and intermediaries involved.

Additionally, the execution of subscription orders, the processing of redemption requests and the realization of the Reference Assets shall in each case depend on the particular conditions of the market, asset or corresponding infrastructure.

8.15 Subscription Procedure and Allocation Criteria in the Event of Oversubscription

In the event that the demand for Income Tokens exceeds the Maximum Authorized Amount of the Program or an Issuance, or multiple subscription orders are placed simultaneously, the allocation of tokens shall be made pursuant to the following priority procedure and criteria, applied uniformly, objectively and verifiably:

(a) Maximum Issuance Limit. Under no circumstances may Income Tokens be issued or placed in excess of the maximum authorized amount as established in this RID. Such limit shall be absolute, binding and not susceptible to modification during the placement period.

(b) Subscription priority criterion. The allocation of Income Tokens shall be based on the order of effective settlement confirmation of the funds corresponding to each subscription, pursuant to the Digital Asset Service Provider (PSAD) records.

For these purposes, only subscriptions whose funds have been effectively received and converted to the settlement Stablecoin pursuant to the Program's operational procedures shall be considered valid.

The timestamp recorded by the PSAD's system, including, where applicable, blockchain infrastructure records, shall constitute the determinative criterion for establishing the priority order among subscriptions.

(c) Settlement confirmation. The priority among subscriptions shall be determined exclusively based on the time at which the settlement is definitively confirmed by the PSAD, regardless of the time at which the Holder placed the subscription order.

(d) Allocation in the event of oversubscription. In the event that the total amount of effectively confirmed funds exceeds the maximum authorized amount of the Program, the following mechanism shall apply:

(i) Subscriptions shall be fulfilled in accordance with the priority order determined as established in the preceding sections, until the available amount is exhausted.

(ii) In the event that multiple subscriptions are confirmed within the same time block or share the same relevant time stamp, and the remaining capacity does not permit their full allocation, the Issuer shall apply a proportional allocation mechanism (pro rata), distributing the available Income Tokens among the corresponding Holders in proportion to the amount effectively settled.

(iii) Funds that cannot be allocated due to oversubscription shall be returned to the respective Holders within a maximum period of fifteen (15) Market Business Days, using the same digital wallet address or payment method used for the subscription, less applicable costs and commissions. Such refunds shall not generate interest or additional compensation.

(e) Record and effects of priority. The PSAD shall maintain a complete, auditable and verifiable record of subscription orders, settlement confirmations, allocations and refunds, which shall constitute sufficient and binding evidence for all purposes of the Program.

The Issuer shall not be liable for delays, errors, network costs, variations arising from conversion processes or incidents attributable to third parties, including blockchain infrastructures, payment providers or intermediaries.

(f) Closing of the placement period. Once the maximum authorized amount has been reached or the placement period has ended, whichever occurs first, the Issuer, based on the PSAD's certification, shall proceed to declare the closing of the placement and disclose the corresponding result, including the total amount effectively placed and, as the case may be, the refunds made.

8.16 Operational Reserves of the Issuer

The Issuer shall maintain operational reserves equivalent to an amount sufficient to cover at least the operating costs (Operating Expenses) and regulatory compliance of the Issuer. Such reserves shall be maintained on deposit at regulated local financial institutions supervised by the Superintendency of the Financial System of El Salvador.

The funds deposited in such accounts may be maintained only in low-risk financial instruments, including, by way of example, savings accounts or demand deposits, as well as short-term certificates of deposit at duly regulated and supervised financial institutions.

8.17 Burn of the Income Tokens

Income Tokens shall be cancelled on-chain by means of burning only in the circumstances expressly provided for in the Program documentation and as the final act of liquidation with respect to the relevant Issuance. In particular, burning shall occur exclusively as a consequence of: (i) the exercise of the Issuer Redemption Option or the Holder Redemption Right; or (ii) an Expiration Event.

The burning of the Income Token shall take place once: (a) the relevant Reference Asset has been realized, sold, liquidated or otherwise disposed of; (b) the funds resulting from such realization have been received; (c) the applicable deductions, costs, fees, taxes and withholdings have been applied or determined in accordance with this RID; and (d) the net amount payable to the Holder has been determined. Once the Income Token has been burned, payment or effective crediting in favor of the Holder shall be executed as part of the same operational cycle through the PSAD infrastructure, in accordance with the operational timelines set forth in this RID and, where applicable, such payment may be recorded on-chain.

Burning shall occur, as a general rule, on T+0 with respect to the day on which the net amount payable to the Holder is determined and the operational conditions for the corresponding economic settlement are satisfied, or, where this is not reasonably possible, on T+1, without prejudice to exceptional delays duly justified by settlement windows of the intermediary or custodian, compliance validations, operational conditions of the network used, PSAD processing times or any other reasonable operational contingency. The effective burning date shall be the date on which the corresponding transaction is confirmed on the applicable blockchain network, and shall serve as evidence of the extinguishment of the Income Token for all operational and recordkeeping purposes of the Program.

8.18 Description of the Characteristics of the Income Tokens

Issuer	MIO3 Markets 1, Sociedad por Acciones Simplificada de Capital Variable, which may be abbreviated as MIO3 Markets 1, S.A.S. de C.V.
Denomination of the Income Token	The Issuer may issue Income Tokens that shall have specific identifiers or ticker symbols, which shall reflect the type of Reference Asset to which they are linked. Such symbols shall begin with the letter "t," followed by the category of the corresponding Reference Asset, such as "[tSTOCKS]," “[tETF]” or "[tBOND]." Each Income Token shall be identified by the applicable symbol, according to the category of the Reference Asset that forms part of the Collateral Package.
Maximum amount of the Program	The Income Token issuance program (the "Program") shall

have a maximum total authorized amount of up to ONE HUNDRED MILLION UNITED STATES DOLLARS (US$100,000,000.00). In no event shall the total issued amount of the Income Tokens placed under this public offering exceed the duly authorized maximum amount.

Program Structure	The Program is structured through a single Relevant Information Document (RID), of a general nature, which establishes the legal, operational, compliance, security, settlement and other terms applicable to the issuance of Income Tokens under the Program.
Unit Price of the Income Tokens	The price displayed on the TOHKN platform with respect to the Reference Asset constitutes a market price of a merely referential and informational nature, and does not constitute an offer nor does it guarantee the price applicable to a given transaction. For the execution of purchase or sale transactions related to Reference Assets, TOHKN shall provide the investor with a specific purchase or sale quote, as applicable. Notwithstanding the foregoing, the final execution price may present reasonable variations from the displayed or previously communicated quote, as a result of normal market conditions, including, among others, fluctuations in the price of the Reference Asset, volatility levels, available liquidity and the time required for the execution of the transaction. The applicable price for the subscription of the Income Tokens shall, in all cases, be the effectively executed price of the corresponding Reference Asset transaction. Only the commissions applicable to the investor pursuant to the TOHKN platform fee schedule shall be added to such price. The subscription of Income Tokens may be made for an amount equivalent to the total value of the corresponding Reference Asset or for lesser amounts, in which case the Income Tokens, or the corresponding Token fractions, shall be issued in proportion to the amount effectively subscribed and the effectively executed price of the Reference Asset, so that the economic content of the instrument maintains strict proportionality with such amount pursuant to the Program rules. The price at which orders related to the purchase and sale of the Reference Assets are executed may differ from the quoted or displayed price at the time of instruction. Such variation may result from changes in market conditions, including volatility, variations in supply and demand, latency in the transmission or processing of orders, and the availability of liquidity in the trading systems.
Type of Offering	Public Offering of Revenue Digital Assets

Public Offering	The offering of Income Tokens shall be made through a public offering of digital assets as provided in the Digital Asset Issuance Law and its respective regulations.
Number of Income Tokens to be Issued	The number of Income Tokens to be issued under the Program shall not be fixed or predetermined, but shall result from the ratio between the amounts effectively subscribed by investors and the applicable unit Price at the time of each subscription, pursuant to the rules set forth in this RID.
Type of Digital Asset	Digital assets, hereinafter referred to as the "Income Tokens," which confer on their holders contractual economic rights subject to a limited recourse regime, structured under a tracking model, the amount of which is determinable by reference to the Attributable Cash Flow and Redemption Amount of one or more dematerialized securities used as Reference Assets.
Public Offering Start Date	The Public Offering shall commence on July 2026, once authorized by the CNAD.
Issuance of Income Tokens	The subscription shall commence on Day T, understood as the time at which the investor places its order on the PSAD's platform within the applicable operating hours. The placement of the order shall not imply the immediate issuance of the Income Token, as the KYC/AML validations, eligibility and effective receipt of funds must first be completed, as well as verification of the existence of sufficient backing in the Collateral Package, pursuant to the rule according to which no Income Tokens shall be issued without attributable economic backing. Once such conditions have been satisfied, the Issuer shall proceed to issue (token creation) and allocate the Income Tokens, as a general rule on T+0 and, exceptionally, within T+2, counted from the operational confirmation that enables the issuance pursuant to the Program's operations, and credit them to the investor's digital wallet registered on the PSAD's platform, normally within the same operational cycle.
Program Backing	The tokens shall confer rights and obligations that shall be governed by this Relevant Information Document and other complementary Issuance documentation and with: 1. Tokenization Agreement (issuance, administration, registration and custody of the Income Tokens). 2. Security Agreement – El Salvador (creation and, as the case may be, registration of the local security interest for purposes of publicity, enforceability and priority). 3. Collateral Agreement – United States (creation of the security interest under applicable U.S. law).

Reference Asset	For purposes of each Issuance, the Reference Asset of the Income Tokens shall consist exclusively of the economic rights derived from the Attributable Cash Flow of one or more dematerialized securities identified as reference assets, hereinafter the "Reference Assets," in accordance with the eligibility criteria set forth in this RID. The Reference Assets do not confer on the Holders property, participation, voting or control rights over such assets, which are used solely as an economic reference and, where applicable, as part of the Collateral Package. Such rights do not confer, directly or indirectly, any property, ownership, participation or real interest in the Reference Assets, being limited exclusively to contractual economic rights.
Fundamental Principle of Issuance Segregation.	The Reference Assets for all Issuances shall be held in a single omnibus account structure opened in the name of MIO3, S.A. de C.V. Issuer shall maintain internal records to separately, traceably and individually identify the Reference Assets corresponding to each Issuance. No separate account will be established for each Issuance. Notwithstanding the foregoing omnibus account structure, each Holder, by virtue of acquiring Income Tokens, irrevocably and contractually agrees, for itself and on behalf of all future transferees, that: (a) its recourse is limited exclusively to the Reference Assets identified in the segregated internal records as corresponding to its Issuance; (b) it shall have no legal, equitable or contractual claim of any nature against the Reference Assets corresponding to any other Issuance, whether held in the same omnibus account or otherwise; and (c) in the event of any enforcement or insolvency proceeding, it shall not assert, support, or join in any claim that the omnibus account as a whole constitutes collateral available to all Holders across all Issuances Each Issuance under the Program constitutes a legally, economically and operationally independent structure. The Reference Assets, the Collateral Package, the Attributable Cash Flows and the Net Enforcement Proceeds corresponding to each Issuance are segregated from, and shall not be made available to the Holders of any other Issuance. In no event shall: (i) the Reference Assets (including proceeds and ancillary rights thereof) of one Issuance be available as collateral, recourse or backing for any obligation relating to another Issuance; (ii) there be joint and several liability or shared recourse between or among different Issuances; or (iii)

	the enforcement of a security interest or the liquidation of the Reference Assets of one Issuance affect, diminish or encumber the Reference Assets of any other Issuance. *This principle is fundamental to the Program structure and shall prevail over any inconsistent provision in this RID.*
Place and Method of Payment of Tokenized Revenues	Dividends, interest or other economic income effectively generated by the Reference Assets and effectively received by the Issuer or by the designated third party within the Program structure, hereinafter the "Attributable Cash Flows," shall be distributed to the Holders under a direct cash flow pass-through mechanism, net of applicable tax withholdings and costs, expenses and commissions directly attributable to their receipt, administration and distribution. There is no guarantee regarding the applicable withholding rates or their tax recoverability. Once distributed, the Attributable Cash Flows shall cease to form part of the Collateral Package. The amounts payable upon the exercise of the Investor's or the Issuer's Redemption Option shall be determined based on the value effectively obtained from the realization of the corresponding Reference Asset, in accordance with the applicable market conditions and the operational confirmations of the executed transactions. From such amounts, only the applicable tax withholdings and costs and commissions directly associated with the execution, settlement and custody of the transaction may be deducted, as well as, where applicable, the strictly necessary currency conversion costs. No general operational or administrative costs of the Program shall be deducted. All payments to the Holders, whether by distribution of Attributable Cash Flows or by redemption exercised by the Holder or by the Issuer, shall be made exclusively in Stablecoins, specifically USDT or USDC, by crediting the verified digital wallets on the PSAD's platform. The economic denomination of the Issuance remains in USD, with the Stablecoins constituting solely the operational settlement mechanism. The Issuer's payment obligation shall be fulfilled within three (3) business days following the Issuer's effective receipt of: (i) the proceeds from the sale, settlement or any other form of realization of the Reference Asset; or (ii) the Attributable Cash Flows effectively received pursuant to the Program's operations, as applicable.
Conditions for the Acquisition of Income Tokens	Investors interested in purchasing Income Tokens must meet the following conditions: (i) Open a custodial digital wallet on the Program's Digital Asset Service Provider platform. (ii) Comply with the requirements established by applicable law, AML and KYC policies and procedures, and in the event of failing to provide all the information and documentation required to comply with the applicable regulations and procedures, the Issuer and the TOHKN Platform reserve the right to deny the

	acquisition of the token by the investor. (iii) Have carefully read the Relevant Information Document of this Program. (iv) Accept and give consent by electronic means to the terms and conditions of the TOHKN Platform for the purchase of Income Tokens.
Income Token Ticker Symbol	The Issuer may issue Income Tokens that shall have specific identifiers or ticker symbols, which shall reflect the type of Reference Asset to which they are linked. Such symbols shall begin with the letter "t," followed by the category of the corresponding Reference Asset, such as "[tSTOCKS]," “[tETF]” or "[tBOND]." Each Income Token shall be identified by the applicable symbol, according to the category of the Reference Asset that forms part of the Collateral Package.
Technical Functionality of the Income Tokens **Income Token Smart Contract**	The Income Tokens shall be issued on the Polygon distributed ledger technology system under the ERC-3643 standard.
	The smart contracts deployed in this issuance are based on the open ERC-3643 standard (formerly T-REX). This standard enables the issuance of tokens with integrated regulatory compliance mechanisms, ensuring that only authorized and previously verified investors may acquire, hold or transfer the digital assets issued under the Program. The Program's technological infrastructure shall use a single, standardized smart contract architecture, common for all Income Token issuances, so as to maintain uniformity in compliance, transfer restrictions, eligibility controls, operational management and on-chain traceability. Notwithstanding the foregoing, differentiated smart contracts may be deployed for each issuance or for each set of Income Tokens linked to a specific Reference Asset, when necessary or advisable for operational, technological segregation, traceability or Program administration reasons. Accordingly, if an issuance is economically referenced to shares of a given issuer, there may be a specific smart contract for the Income Tokens associated with such Reference Asset; and, likewise, additional contracts may be deployed for Income Tokens related to other Reference Assets. Each such smart contract shall constitute a particular implementation of the same ERC-3643 base architecture, and shall not by itself imply an alteration of the legal nature of the Income Tokens or of the terms and conditions of the Program established in this RID.
Smart contract address (example)	*0xb894134364e2628A202D31ffEA06CF8D51B02D57*

Program Trading Currency	This Issuance is denominated in United States dollars (USD), which constitute the unit of reference for purposes of subscription, determination of the value of the Income Tokens and calculation of the corresponding economic rights. Notwithstanding the foregoing, the subscription and payments to the Holders shall be operationally made through the PSAD's infrastructure using exclusively Stablecoins, specifically USDT or USDC, without prejudice to the PSAD's ability to accept other entry or conversion methods pursuant to its operational procedures and compliance controls. For the avoidance of doubt, the use of Stablecoins as a settlement mechanism does not modify the USD denomination of the Issuance or the unit of reference for the calculation of economic rights, but rather constitutes solely the operational means of payment and settlement. The Issuer's payment obligations shall be deemed fulfilled upon the effective crediting of the corresponding amount to the Holder's verified and designated digital wallet pursuant to the PSAD's procedures.
Tradability of the Income Tokens	The Income Tokens shall be offered through the MIO3 digital platform, which acts as the primary market for the Program. The Income Tokens may be subscribed, issued and traded in fractions, pursuant to the operational and eligibility parameters set forth in this RID. Following the initial offering, the platform may also facilitate secondary market transactions among eligible investors, subject to applicable laws and corresponding compliance requirements. All transactions conducted on the platform shall be limited to verified participants who comply with KYC, KYB and KYT standards. The primary digital assets market shall be understood as that in which the issuers of digital assets and the acquirers participate directly, or through Digital Asset Service Providers, in the purchase and sale of digital assets offered to the public for the first time. The secondary digital assets market, on the other hand, is that in which digital assets are traded for the second or subsequent time on a digital assets platform. In it, the Issuer no longer acts as the offeror of such digital assets.
Benefits of the Income Tokens	The digital asset described in this RID presents, among others, the following benefits: (i) it confers on its Holders economic rights derived from participation in the Attributable Cash Flow and Redemption Amount of the Reference Assets, pursuant to the terms of the Program; (ii) the use of blockchain-based infrastructure and, where applicable, smart contracts under the ERC-3643 standard, enables the incorporation of eligibility controls, traceability and verifiable records of ownership and transfers; (iii) it facilitates potential trading on enabled secondary markets, subject to liquidity conditions, eligibility and regulatory restrictions; (iv) it promotes operational efficiencies through standardized digital subscription, issuance, allocation, custody, settlement and cancellation processes; (v) it expands diversification alternatives by allowing economic exposure to eligible Reference Assets under a tokenized scheme; and (vi) it incorporates compliance mechanisms, including

	KYC/AML/KYT processes, transfer restrictions and controls over sanctions lists and other applicable restrictive lists.
Commercialization of the Income Tokens	The Income Tokens may only be issued, held, transferred and traded on the Polygon network and/or on any other distributed ledger technology system compatible with the Ethereum Virtual Machine (EVM) that is enabled pursuant to this RID and the PSAD's operational procedures. For purposes of recognition of rights, only the person appearing as the holder of the digital asset in the corresponding digital wallet, according to the records of the applicable distributed ledger technology system and the PSAD's operational records, shall be recognized as a Holder. The Income Tokens may be the subject of subscription, issuance, holding, transfer and trading in fractional form, pursuant to the technical and operational parameters defined by the Program and the technological infrastructure used. Such fractionalization shall allow the acquisition and trading of fractions of economic exposure with respect to the corresponding Reference Asset, without altering the legal nature of the Income Token or the economic rights associated therewith. The Income Tokens may only be traded through the TOHKN platform, and always subject to compliance with KYC, KYB, KYT, AML policies and procedures and other applicable eligibility and compliance requirements. Every new acquirer must be duly verified and enabled pursuant to the Program's procedures before being able to acquire, hold or receive Income Tokens.
Minimum Subscription per Order in the Program's Public Offering	The Income Tokens may be issued and subscribed in fractional form, and therefore the minimum amount indicated shall constitute the minimum economic access threshold to the Program, without prejudice to the specific number of Income Tokens or fractions thereof allocable to the investor depending on the applicable Unit Value at the time of subscription. The subscription order shall be firm and irrevocable once: (i) the applicable eligibility and due diligence processes have been completed, including KYC/AML and, where applicable, KYB/KYT; (ii) the effective receipt of funds has been confirmed pursuant to the PSAD's procedures; and (iii) the issuance conditions set forth in this RID have been verified, including the existence of sufficient backing in the Collateral Package. Accordingly, once the Income Tokens have been issued (token creation) and allocated to the investor, the investor may not withdraw, cancel or request the total or partial refund of its investment, without prejudice to the redemption mechanisms through the exercise of the Issuer's and the Holder's Redemption Option, secondary market transfer, or any refund scenario expressly provided for in this RID.
Minimum Amount to Carry Out the Program	The Minimum Amount of capital raising for the Program, pursuant to the definition and effects provided for in applicable regulations and in this Relevant Information Document, shall be ONE THOUSAND UNITED STATES DOLLARS (US$1,000.00). The Minimum Amount shall have the sole purpose of determining whether, upon expiration of the

applicable marketing period, the refund of raised funds proceeds pursuant to the provisions of this RID. Accordingly, the existence of such threshold shall not by itself prevent the subscription, issuance, allocation or crediting of the Income Tokens during the marketing period, provided that the other conditions set forth in this document are met. If, after four (4) months from the start date of the marketing period, the Minimum Amount has not been reached, the Issuer shall proceed to return the corresponding funds to the investors, without generating interest, yields, penalties or additional compensation, through the same means or address used for the subscription, pursuant to the PSAD's operational procedures.

Recovery of Program Contribution

In the event that the Minimum Amount is not reached or the issuance of the Income Tokens is cancelled, the Issuer shall refund to the acquirers the amount effectively contributed. Such refund shall be made within a period of five bussiness days (5) from the date on which the failure to meet the Minimum Amount or the cancellation of the issuance is determined.

Contribution Refund Mechanism

If the subscription and purchase of the Income Tokens becomes void because the Program fails, the Issuer shall proceed to liquidate the investments made with the resources obtained under the cancelled Program. Once such liquidation has been carried out, in the case of contributions in cash or its equivalent in Stablecoins, the value obtained shall be returned to each of the acquirers in proportion to the number of Income Tokens effectively paid for during the corresponding issuance. The refund value shall not be less than the amount resulting from dividing the resources obtained under the failed Program by the total number of Income Tokens effectively paid for during the respective issuance, less applicable transfer costs and commissions. All refunds shall be made to the verified digital wallet registered by the subscriber pursuant to the PSAD's operational procedures.

Subscription Period of the Issuance Program

The public offering of the Income Tokens under the Program shall remain continuously enabled from the start date of the offering until any of the following events occurs: (i) the maximum authorized amount of the Program is reached; or (ii) the marketing period established in this RID expires. Accordingly, the subscription of Income Tokens may be made on a continuous basis during such period, pursuant to the PSAD's operational procedures and subject to compliance with the eligibility conditions, effective receipt of funds and backing verification set forth in this RID. Once the maximum authorized amount has been reached or the Program's marketing period has expired, no new subscriptions shall be accepted, without prejudice to the settlement, allocation, refund or operational closing of orders in process pursuant to the applicable procedures.

Term of the Income Tokens

The Income Tokens shall not have a predetermined maturity date, unless this RID expressly provides otherwise.

	Notwithstanding the foregoing, this RID may provide, as applicable: (i) early redemption mechanisms at the Holder's request through the exercise of the Redemption Right, or at the Issuer's option through the exercise of the Issuer's Redemption Option, pursuant to the applicable conditions and operational windows; and/or (ii) the substitution of one or more Reference Assets for other eligible assets, solely in the cases expressly provided for in this document.
Modifications to the Program Characteristics	The essential conditions of the Program, including amount, marketing period, Reference Asset, Price or Reference Value, use of funds, security interests, redemption (exercise of the Issuer's and the Investor's Redemption Option, if applicable) and distribution mechanisms, shall be those established in the RID and may not be unilaterally modified by the Issuer with respect to Tokens already issued.
Digital Asset Service Provider	MIO3, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, which may be abbreviated as MIO3, S.A de C.V., Digital Asset Service Provider registered under number PSAD 00-16 in the Definitive Registry of Digital Assets Service Providers that shall serve as the company that shall facilitate the issuance of digital assets and the structuring of this Program.
Income Token Custodian and Digital Wallets	MIO3 offers the custodial digital wallet service regulated and authorized by the CNAD. Only digital wallets that have been verified by MIO3 may hold or transact with the tokens issued under the offering. Each wallet must be linked to an identity that has satisfactorily completed all applicable Know Your Customer (KYC), Know Your Business (KYB) and Know Your Transaction (KYT) requirements. Non-verified wallets may not receive or transfer the tokens. This verification process is applied on-chain through the ERC-3643 standard, ensuring comprehensive regulatory compliance.
Digital Asset Trading Platform	The Income Tokens shall be traded on the MIO3 platform at the address: www.tohkn.com and on the trading dates to be agreed upon by the Issuer, who must communicate them in advance to the CNAD.
Mechanisms to Safeguard Funds or Other Digital Assets	The contract architecture includes the following modules: 1. Identity Registry: maintains the registry of eligible identities to operate, linked to ONCHAINID, and verifies that each wallet meets the identity requirements defined by the system. 2. Claim Topics Registry + Trusted Issuers Registry: determine the required regulatory attributes (for example KYC/AML). 3. Modular Compliance Contract: Defines and automatically executes compliance rules and transfer restrictions. This contract is dynamically updated in coordination with the PSAD (MIO3) to reflect the current lists of prohibited countries or entities, ensuring that no transaction can be executed on-chain from or to addresses associated with restricted jurisdictions. 4. Token Contract: Contract compliant with the ERC-3643 standard compatible with ERC-20, representing the issued

	digital assets (Income Tokens), integrating the compliance controls defined in the Modular Compliance Contract, including automatic identity verification and blacklist validation prior to any transfer, issuance or burn of tokens. The contracts shall be deployed on the Polygon network, and their addresses shall be published on the official issuance websites. This infrastructure enables traceability, programmable governance, and automated regulatory compliance pursuant to the Digital Asset Issuance Law of El Salvador.
Program Certification	This Program has the independent certification of ACSER, S.A. de C.V. dated June 1st, 2026. The Issuer undertakes to maintain the Program certified with reference information as of the months of June and December of each year during the term of the Program, in accordance with the applicable regulations.
Governing Law	The terms and conditions of the Program are subject to the laws of the Republic of El Salvador.

8.19 Common Representative of the Income Tokens

For each Issuance, the Income Tokens shall have their own representative, who shall be referred to as the "Common Representative" of such Issuance. The Common Representative shall act as the Program agent and may be a natural or legal person, who shall exercise the representation, as well as the corresponding rights and obligations, in the name of the holders of the digital assets, within the framework of this Program.

In the event that several Holders acquire a token, or a fraction or share of a digital asset of the issuance, the holders of such tokens, fractions or shares of the issuance must appoint the Common Representative to represent their interests and rights in relation to their Income Tokens, through voting mechanisms inherent to the distributed ledger technology system used for the issuance, providing transparency and verifiability.

MIO3 shall be released from any liability in the event of not acting, if it receives instructions from the Common Representative that do not evidence compliance with the applicable representation and voting requirements of the holders of the issued digital assets, in a manner that is directly verifiable by MIO3 through a distributed ledger technology system.

8.19.1. Designation of the Common Representative and Representation Rules.

The Issuance Program of Income Tokens shall have a Common Representative, whose appointment and actions shall be subject to the following rules:

(i) MTX Services S.A.S. de C.V. is hereby appointed as an independent third party acting as Common Representative of the Program. Such appointment shall remain in effect unless and until removed and replaced by the holders of the Income Tokens (the “Holders”) by resolution adopted at a Holders’ Meeting in accordance with the voting and quorum rules set forth in this Disclosure Document.

(ii) The Common Representative, once appointed, shall be authorized to act in the name and on behalf of the Holders before the Issuer and any other relevant party in any action required under this Disclosure Document or applicable law.

To the extent that the same natural or legal person is appointed simultaneously as Common Representative for multiple Issuances, such person shall maintain strictly segregated records, instructions, communications and actions for each Issuance, and shall be prohibited from: (A) sharing information received in its capacity as Common Representative of one Issuance with the Holders of, or in connection with, another Issuance; (B) taking any action on behalf of one Issuance that is intended to, or has the effect of, benefiting the Holders of another Issuance; or (C) consolidating the interests of Holders across multiple Issuances in any enforcement, dispute resolution or insolvency proceeding.

8.19.2 Requirements for Instructions to the Common Representative:

Instructions issued to the Common Representative must meet the following requirements: a) verifiable proof of digital asset ownership: the persons issuing instructions must demonstrate through the distributed ledger system that they are legitimate holders of the issued digital assets, in accordance with the established records; b) voting record on the distributed ledger technology system: instructions must be supported by a traceable and auditable record on the distributed ledger technology system, ensuring that they faithfully reflect the will of the holders of the digital assets pursuant to the applicable voting mechanism.

8.19.3 Functions and Limitations of the Common Representative.

Responsibilities of the Common Representative:

(a) Represent the token holders in all collective actions related to the Income Tokens and exercise all actions or rights corresponding to the holders as a whole for the payment of revenues, and execute the respective conservatory acts. Conservatory acts shall be understood solely as those measures aimed at preserving the right to collect revenues, including: (i) judicial or extrajudicial payment demands; (ii) filing of claims for the sole purpose of interrupting the statute of limitations; (iii) obtaining certification of the digital assets issued by the PSAD; and (iv) formal documented communications that interrupt or suspend the statute of limitations. No power to modify the terms of the issuance shall be understood to be included.

(b) Act in accordance with the instructions agreed upon by the token holders through votes on the distributed ledger technology system "blockchain," within the powers corresponding to the holders.

(c) Notify the Verification Agent and MIO3 of any decision taken that affects the collective rights of the Holders, which the Verification Agent shall promptly notify the Collateral Agents within three (3) business days (with a copy to Common Representative as evidence of compliance); and,

(d) Convene and preside over the Token Holders' Assemblies and execute their decisions.

Limitation of Liability:

(a) The Common Representative shall not be liable for actions taken in good faith and in accordance with verified collective decisions.

(b) The Common Representative shall be released from liability in the event of not acting if it receives instructions from holders of the Income Tokens who have not complied with the representation and voting requirements verifiable through the distributed ledger technology system. The Common Representative shall not be liable for the failure to verify or for acting on the basis of instructions that are not verifiable or that do not comply with the voting mechanisms established in the issuance.

(c) The Common Representative shall have no obligation to act on a specific service requested by the holders of the Income Tokens if, in the opinion of the Common Representative, compliance with such service or action: (i) would result in the violation of any law, rule, regulation or judicial or governmental order, or of rights conferred in favor of third parties; and, (ii) would violate the terms and conditions of this Relevant Information Document, and/or its documents, instruments or ancillary agreements.

(d) The Common Representative shall be exempt from liability if it acts in accordance with instructions duly verified and issued by the Holders of the Income Tokens, or if it refrains from acting in the absence of valid or verifiable instructions. The Common Representative shall not be required to perform additional verification of documents or representations where such have already been validated through the distributed ledger system, provided that such instructions comply with the procedures and requirements set forth in this Disclosure Document.

(e) The Common Representative shall perform its functions and obligations in accordance with this Disclosure Document and shall only be liable for its actions in cases of gross negligence (culpa grave) or willful misconduct, and solely to the extent that such gross negligence or willful misconduct has been determined by a final and non-appealable decision of a competent authority.

(f) The Common Representative shall have no obligation to perform any specific service requested by the Holders of the Income Tokens if, in the reasonable opinion of the Common Representative, the performance of such service or action: (i) would result in a violation of any applicable law, rule, regulation, court order, or authority, or of any rights granted in favor of third parties; and/or (ii) would violate the terms and conditions of this Disclosure Document and/or any related documents, instruments or agreements.

8.19.4 Governance of Income Token Holders

At the Issuer's request, in the cases set forth in this document and in cases in which it deems it necessary to submit a consultation, relevant decision or proposal for the consideration of the Income Token Holders, an on-chain voting system shall be activated through which collective and governance rights shall be exercised for each Issuance. No vote, resolution or governance decision of the Holders of one Issuance shall bind, or be taken into account in respect of any other Issuance. Smart contracts governing on-chain voting shall be deployed on a per-Issuance basis.

This system ensures the transparency, verifiability and immutability of each decision, enabling the participation of the holders to be recorded on the blockchain in a public, auditable and secure manner.

The results of such votes shall be binding pursuant to the terms established in this Relevant Information Document and in the smart contracts governing the Issuance. Unless expressly provided otherwise in this RID, the collective decisions of the Holders shall be adopted pursuant to the quorum, majority and other parameters defined for each type of matter in the Issuance documentation and the on-chain voting system. In the case of decisions that may give rise to the early liquidation of an Issuance, the enforcement of the Security Interest, or any other measure that substantially affects the limited recourse regime or the collective economic rights of the Holders, a majority calculated solely on the basis of votes effectively cast or participating holders shall not be sufficient; rather, the favorable vote of Holders representing at least fifty-one percent (51%) of the outstanding Income Tokens with voting rights of the affected Issuance shall be required in all cases. The lack of quorum, lack of required majority or technical impossibility of a valid closing of the vote shall mean that the respective proposal shall be deemed not approved, without authorizing the substitution of the collective will by the Common Representative, the Verification Agent or the Collateral Agents.

8.19.5 Description of the On-Chain Voting System

The OpenZeppelin Governor protocol is a decentralized governance system that enables the creation, tracking, voting and automated execution of collective decisions in real time on the blockchain. Through this system, Income Token Holders of each Issuance can exercise their voting rights in a transparent, auditable, verifiable manner, proportional to their token holdings, without the need for intermediaries or custodians.

Proposals subject to a vote are generated through smart contracts of the Governor module, which specify the matter to be resolved, the voting period, the available options, the type of majority required and, as the case may be, the deferred execution through the TimelockController module, which ensures the automatic execution of the result within the determined period.

Prior to the start of the vote, the system executes an automatic snapshot of holdings using the getPastVotes function of the governance contract, identifying the digital wallets holding Income Tokens at the block immediately prior to the start of the process. This snapshot determines the number of votes corresponding to each holder in direct proportion to their effective Income Token balance.

The holders exercise their vote directly through their digital wallet associated with the Income Tokens of the applicable Issuance, using the Governor contract's integrated interface or tools compatible with the EIP-712 standard for authentication through digital signature. Each vote is recorded on-chain, being cryptographically verifiably associated with the holder's address.

At the close of the voting period, the Governor contract automatically tallies the votes, verifies compliance with the quorum and the established majorities, and executes the corresponding action if the proposal has been approved. The final results are recorded on-chain, being immutable, traceable and publicly verifiable.

No vote, resolution or governance decision of the Holders of one Issuance shall bind, or be taken into account in respect of any other Issuance. Smart contracts governing on-chain voting shall be deployed on a per-Issuance basis.

9. Description of Use of Proceeds

For each Issuance, the funds obtained by the Issuer as a result of the placement of Income Tokens under the Program (the "Program Funds") shall be applied primarily to the acquisition of the Reference Assets of such Issuance comprising the Collateral Package, pursuant to the eligibility criteria and parameters established in this RID.

In the case of primary market subscriptions, the Issuer shall not deduct from the Program Funds amounts for structural, administrative or general operational costs of the Program. Such costs shall be economically covered through the margin incorporated into the execution conditions with the Broker-Dealer, without constituting a separate commission or an additional explicit charge to the Holder.

Likewise, in the case of settlements through the exercise of the Issuer's and the Holder's Redemption Option, no deductions for general administrative costs of the Program shall be applied to the amounts payable to the Holders, it being understood that the Broker-Dealer's economic structure contemplates the corresponding margin within the market transaction.

Notwithstanding the foregoing, with respect to the Attributable Cash Flows effectively received, the Issuer may deduct from the gross amounts received the applicable tax withholdings and costs, expenses and commissions directly attributable to the receipt, administration and distribution of such cash flows.

The Program Expenses may include, by way of example and not limitation: (i) legal and regulatory fees; (ii) technology, blockchain infrastructure and smart contract development, deployment, audit and maintenance costs; (iii) compliance and due diligence costs (KYC/AML/KYT); (iv) audit, accounting and tax advisory services; (v) PSAD commissions and charges, as well as custody, brokerage, intermediation and settlement costs with the Broker-Dealer; (vi) fees, duties and expenses associated with registrations and obligations before competent authorities; and (vii) reasonable costs for the administration of the Issuer and the fulfillment of its obligations under the Program.

During the period between the receipt of the Program Funds and their effective application, the Issuer may temporarily maintain such funds in USD and/or Stablecoins, in digital wallets held in custody by the PSAD and/or in operating accounts at regulated financial institutions, as applicable.

In no event may the Program Funds be used for purposes other than those expressly set forth in this section, or to finance activities unrelated to the acquisition, maintenance, administration and eventual liquidation of the Collateral Package, except for Program Expenses and ordinary corporate expenses permitted herein.

10. Control and Verification Mechanisms for the Use of Proceeds

The Issuer shall implement control, record-keeping and verification mechanisms to ensure that the funds obtained under this Program are applied exclusively pursuant to the use described in this RID.

For such purposes:

10.1 Custody and traceability of funds:

The funds obtained shall be deposited in a digital wallet in the name of the Issuer and administered under the supervision of the authorized Digital Asset Service Provider (PSAD). Complete traceability of all transactions related to the receipt, application and use of resources shall be maintained, pursuant to internal control policies and applicable compliance standards.

10.2 Application of funds:

The resources obtained under the Program shall be allocated primarily to the acquisition of the Reference Asset corresponding to each Issuance, through the duly regulated Broker-Dealer, pursuant to the methodology, eligibility criteria and operational procedures established in this RID.

10.3 Supervision and internal control:

Compliance with this purpose shall be monitored by the Certification Agent, who may engage specialized professional services as may be necessary to ensure the proper management of funds and regulatory compliance.

10.4 Transparency and communication with the Holders:

The Issuer undertakes to maintain updated and auditable records of the use of funds, and to timely communicate to the holders of the Income Tokens any material event that may affect the application, traceability or availability of resources.

11. Digital Platforms and Custody of Funds

The commercialization of the digital assets issued under this Program shall be carried out through the TOHKN platform, operated by MIO3, S.A. DE C.V. in its capacity as Digital Asset Service Provider (PSAD) authorized by the National Digital Assets Commission (CNAD), with registry number PSAD-0016.

The MIO3 platform shall function as a primary and secondary market for the placement and trading of the Income Tokens and may enable their subsequent trading in the secondary market, pursuant to applicable regulatory provisions.

The custody of digital assets by MIO3 is subject to strict compliance with applicable regulations, including the provisions on Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF/FPADM).

To ensure such compliance, MIO3 shall execute KYC (Know Your Customer), KYB (Know Your Business) and KYT (Know Your Transaction) due diligence processes, verifying the identity, legal nature and lawful origin of the funds of all token acquirers prior to their issuance and delivery.

11.1 Fund Settlement:

The Attributable Cash Flows and any amounts payable to the Holders under the Program shall be determined, recorded and recognized exclusively in United States dollars (USD) as the unit of account and denomination currency for purposes of subscription, calculation of economic rights and other Issuer obligations pursuant to this RID.

Notwithstanding, for strictly operational reasons related to the PSAD's infrastructure, the settlement and crediting of such amounts shall be made exclusively through enabled Stablecoins, by crediting the Holders' verified digital wallets registered on the TOHKN platform, it being understood that the credited amount constitutes the equivalent in USD pursuant to the conversion rules and cutoff time set forth in this RID.

Payments to the Holders shall be made by the Paying Agent pursuant to the nature of the event giving rise thereto:

(i) Distribution of Attributable Cash Flows (direct cash flow pass-through mechanism): Amounts distributed for Attributable Cash Flows shall be credited directly to the digital wallets of eligible Holders, without requiring the redemption of Income Tokens, and shall not imply their cancellation or affect their effectiveness.

(ii) Redemption Amount (upon exercise of the Issuer's Redemption Option and the Holder's Redemption Rights): In the event of the exercise of the Issuer Redemption Option by the Issuer or the Holder Redemption Right by the Holder, payment of the Redemption Amount shall be conditional upon the delivery or blocking of the corresponding Income Tokens in accordance with the PSAD’s operational procedures. Once the applicable Reference Asset has been realized, sold, liquidated or otherwise disposed of, the corresponding funds have been received, the Redemption Amount has been determined, and the redeemed Income Tokens have been cancelled or burned, payment to the Holder shall be made within the same applicable operational cycle, in accordance with the timelines and procedures set forth in this RID.

(iii) Payments upon Acceleration Event: In the event of an Acceleration Event, including the enforcement of the Security Interest, the Paying Agent shall distribute the Net Enforcement Proceeds pursuant to the Payment Waterfall set forth in the RID. When such event implies the total or partial liquidation of the Issuance, the Income Tokens shall be redeemed and burned in the corresponding proportion.

In all cases, payments shall be subject to compliance with KYC/AML/KYT controls, restrictive lists and other regulatory requirements applicable at the time of crediting.

The burning of the Income Tokens shall occur only after: (a) the applicable Reference Asset has been realized, sold, liquidated or otherwise disposed of; (b) the corresponding funds have been received; and (c) the payable amount has been determined in accordance with the rules set forth in this RID. Burning constitutes solely a recordkeeping and operational extinguishment mechanism for the Income Token, and not a means of payment.

The PSAD, in its capacity as authorized provider, shall be responsible for the operational execution of the on-chain settlement process, including the validation of transactions, the crediting of funds and the observance of applicable compliance controls.

12. Information on Underlying Technology and Digital Asset Standards

The Income Tokens under this Program shall be issued under the ERC-3643 standard, implemented on the Polygon blockchain network. This standard is designed to comply with regulatory requirements, including those established by the National Digital Assets Commission (CNAD), and enables the incorporation of advanced control, management and verification functionalities over the digital assets, ensuring traceability, security and regulatory compliance.

12.1 Information on the Technology Used

POLYGON is a decentralized ledger technology system whose primary function is the execution of smart contracts.

Smart Contract: A computer program that uses Distributed Ledger Technology or a similar or analogous technology, and that is implemented when certain predetermined conditions are met; and is typically used to automate the execution of an agreement so that all participants can have certainty of the outcome, without the need for an intermediary. Depending on the agreement between the parties, such programs may be self-executing, judicially enforced or executed in a combined manner. The certification of the content of the smart contract issued by the digital asset service provider, duly authorized by the National Digital Assets Commission, shall have the status of an enforceable title pursuant to the rules contained in the Code of Civil and Commercial Procedure.

The Polygon blockchain provides the necessary infrastructure for the issuance, storage and transfer of digital assets issued under the ERC-3643 standard and compatible with the ERC-20 standard.

12.2 Token Standard

The ERC-3643 standard was created with new regulatory requirements, an example of which would be the ability to create whitelists and blacklists for restricting the commercialization of digital assets based on the identification and completion of know-your-customer forms for potential token purchasers.

The main features of this standard are the integration of whitelists and blacklists to facilitate compliance with KYC/AML regulations; providing control and the ability to freeze and unfreeze tokens, more information for transaction registration, which will result in a compatible standard that facilitates audits.

a) Technical components. This standard offers complete lifecycle control of the tokenized financial instrument, adapting to complex financial structures and advanced regulatory requirements.

Specifically, we note the most relevant modules, among others, that enable this use:

- IdentityRegistry: validation module that links each wallet to a verified identity pursuant to KYC/KYB processes.
- IdentityRegistryStorage: repository of key Holder attributes (profile, residence, restrictions).
- Compliance: parameterizable rules engine that incorporates dynamic whitelists and blacklists and automatically blocks any attempt at transfer, issuance or redemption from actors not permitted by the issuance framework.
- TransferManager: real-time authorization system that validates each operation before its on-chain execution, denying any transaction that does not comply with the compliance conditions established in the issuance contracts.
- Freezing and revocation modules: allow halting tokens in the event of adverse events or by regulatory mandate.

b) Form of use and adoption. ERC-3643 is ideal when seeking to represent a payment obligation, without the need to individualize a right over a specific asset. Being a fungible token, all holders receive the same rights, in proportion to the number of tokens acquired. This model is particularly suitable for financial instruments and collective rights structures, such as revenue issuances.

ERC-3643 is today one of the most widely adopted standards in other jurisdictions with regulatory frameworks applicable to digital assets such as Luxembourg, Switzerland and the United Arab Emirates, and has been validated in institutional issuances and tokenized funds. MIO3 also uses this framework to comply with the requirements of the CNAD and the LEAD, applying it in its debt and structured flow issuances.

c) Regulatory and compliance requirements
The ERC-3643 standard in its current configuration at MIO3 achieves complete functional equivalence with compliance mechanisms:

1. Prior identity verification through KYC/KYB and whitelist assignment from IdentityRegistry.
2. Automatic application of programmatic compliance rules, which include the blocking of unauthorized transfers or those involving jurisdictions, persons or entities contained in the dynamic blacklist.
3. On-chain records of complete traceability and audited legal metadata.
4. Freezing or suspension of tokens for regulatory, contractual or legal reasons.

These measures enable ERC-3643 tokens to comply with the LEAD and the Anti-Money Laundering and Asset Law in the context of non-fungible assets or individualized rights.

12.3 Interoperability

The Income Tokens are compatible with ERC-20 standards. This means that such tokens may be deposited in any system or platform that supports tokens based on those standards. In turn, given the standard of the issued tokens, these may interact with other smart contracts on the Polygon blockchain.

12.4 Consensus Algorithm

Ethereum 2.0. PoS is a consensus mechanism that selects validators based on the amount of Tokens they hold and are willing to "stake" as collateral.

12.5 Blockchain Incentive Mechanisms

Blockchain incentive mechanisms are structures designed to motivate network participants to act honestly and efficiently. These incentives align the interests of users with the security and stability of the system, preventing attacks or malicious behavior.

Description: In the PoS system, validators receive rewards in the form of digital assets for validating transactions and securing the network.
Incentive: Validators are incentivized to keep the network secure and operational in exchange for rewards.

Gas fees: Transactions on the Polygon blockchain require the payment of a fee called "gas." This gas will be part of the transaction price.

Incentive: Gas fees incentivize validators to include transactions in blocks and secure the network.

13. Risk Factors

The acquisition of Income Tokens entails a series of inherent risks. It is imperative that potential Holders comprehensively understand the nature of the Tokens and the degree of exposure to the risks associated with such investment. They must also evaluate the suitability of the investment based on their financial, tax and other circumstances.

MIO3 has identified the following factors as some of the principal risks inherent to the investment in Income Tokens. Notwithstanding, the materialization of risks, including the potential failure to generate cash flows, decrease in the economic value of the Collateral Package or limitations on the liquidity of the instrument, could arise from circumstances that cannot be fully anticipated at the time of issuance. Potential Holders are urged to carefully examine the information contained in this RID and to form their own conclusions before making any investment decision.

It should be noted that the investment in Income Tokens may not be suitable for all Holder profiles. It is strongly recommended to obtain independent financial, legal and tax advice prior to making any investment.

It is important to note that MIO3 is not authorized to advise on the suitability of the investment in this product. The tokens shall represent obligations exclusively of the Issuer.

13.1 Risks associated with the Issuer, the Program structure and the Collateral Package

13.1.1 Risks from dependence on the Reference Asset as the principal and substantial source of payment

The Issuer does not conduct proprietary operational activities or generate independent income. Accordingly, the economic rights associated with the Income Tokens depend exclusively on the cash flows, Attributable Cash Flows and/or Redemption Amount effectively received in connection with the Reference Assets comprising the Collateral Package pursuant to this RID. In this regard, any loss of value, decrease in income, default, legal ineffectiveness, trading suspension, adverse corporate event or any other circumstance affecting the economic performance of the Reference Assets shall directly impact the amounts that may be distributed to the Holders. The Income Tokens do not constitute unconditional payment obligations of the Issuer, but rather economic rights conditioned on the effective generation of cash flows and/or the liquidation of the Collateral Package, under a limited recourse regime. The Issuer does not have the ability to unilaterally alter the nature, conditions or economic performance of the Reference Assets.

Risk Mitigation: The Issuer shall allocate the funds obtained under the Program to the acquisition of Reference Assets pursuant to the criteria established in this RID, maintaining traceability, registration and reconciliation of the transactions associated with the Collateral Package. Likewise, the Issuer shall timely disclose to the National Digital Assets Commission (CNAD) and the Holders any material event of which it becomes aware and that may reasonably affect the economic value of the Collateral Package, the Attributable Cash Flows or the execution of the Program, within the limits of the available information and its functions as issuer.

13.1.2 Counterparty and market risks associated with the Reference Assets.

The Reference Assets consist of financial instruments issued by third parties and traded on organized and regulated markets. Accordingly, the Income Tokens are exposed to both market risks and counterparty risks linked to such instruments, their issuers, the financial intermediaries, custodians and market infrastructures involved.

These risks include, among others, the possibility of financial deterioration of the issuer of the Reference Asset, payment suspension, insolvency, reorganization proceedings, regulatory changes, operational interruptions, loss of liquidity, trading suspension, significant price volatility, adverse corporate events or any other circumstance affecting the valuation, tradability, liquidity or ability to generate Attributable Cash Flows of the Reference Assets comprising the Collateral Package.

Any of these events may directly affect the economic value of the Collateral Package, the ability to realize the assets, the timing of cash flow distribution or the magnitude of the amounts effectively distributable in favor of the Holders.

Risk Mitigation: The Program shall limit the universe of Reference Assets to eligible instruments pursuant to objective criteria established in this RID. Likewise, the Issuer shall rely on publicly available information and on regulated financial intermediaries and custodians for the acquisition, maintenance and custody of the Reference Assets.

Additionally, the Issuer shall timely notify the National Digital Assets Commission (CNAD) and the Holders of those material events of which it becomes aware and that may reasonably materially affect the economic value of the Collateral Package or the execution of the Program, within the limits of the available information and its functions as issuer.

13.1.3 Risks of absence or limited diversification.

Depending on the structure applicable to a given Income Token issuance, the Program may present varying levels of economic concentration with respect to one or more Reference Assets. In those cases where the economic exposure is concentrated in a limited number of Reference Assets, or even in a single Reference Asset, the performance of the issuance shall depend significantly on the economic, financial and market evolution of such asset.

Accordingly, any adverse circumstance affecting the corresponding Reference Asset, including a decrease in value, significant volatility, loss of liquidity, trading suspension, adverse corporate events or deterioration of the underlying issuer, could directly impact the economic value of the Collateral Package, the Attributable Cash Flows and the amounts effectively distributable in favor of the Holders.

Risk Mitigation: The Issuer shall seek to mitigate this risk through clear, sufficient and transparent disclosure of the structure of each issuance, including the applicable level of economic concentration or diversification, so that the Holders may adopt their decisions with full knowledge of the assumed risk profile.

Additionally, this RID incorporates express warnings regarding the possibility of partial or total loss of the investment, the absence of return guarantees and the limited recourse nature of the economic rights associated with the Income Tokens.

13.1.4 Risks arising from the absence of control over the Reference Assets.

The Issuer does not exercise control, administration or influence over the corporate, financial or operational decisions of the issuers of the Reference Assets, nor over the markets on which they are traded. Accordingly, the Issuer cannot intervene in decisions that may affect the valuation, liquidity, cash flow distribution, corporate policies or extraordinary events related to such assets.

This limitation is inherent to the nature of the Program, in which the Income Tokens confer exclusively economic rights derived from exposure to the Collateral Package, without granting property, participation, voting or control rights over the Reference Assets.

Risk Mitigation: The Issuer shall seek to mitigate this risk through the selection of eligible Reference Assets, issued and traded on regulated markets and subject to public disclosure obligations. Likewise, it shall conduct reasonable monitoring of the available relevant information and shall notify the National Digital Assets Commission (CNAD) and the Holders of those material events of which it becomes aware and that may materially affect the economic value of the Collateral Package, within the scope of its functions and without assuming management or control obligations over the Reference Assets.

13.1.5 Risks of liquidity, timing and determination of distributions.

The distribution of Attributable Cash Flows or amounts derived from an Acceleration Event depends on the effective receipt of economic cash flows linked to the Reference Assets comprising the Collateral Package. In scenarios of low liquidity, trading suspension, extreme volatility, complex corporate events, settlement delays, market operational restrictions or execution limitations by intermediaries or custodians, the Issuer could experience delays or limitations in the determination, receipt, realization or distribution of such amounts, which could affect both the timing and the amount effectively distributable in favor of the Holders.

The Income Tokens do not guarantee immediate liquidity, fixed periodic distributions or minimum return amounts. Accordingly, the Holders could experience delays in the receipt of payments or receive amounts less than expected as a result of market conditions, operational restrictions or insufficiency of effectively received cash flows.

Risk Mitigation: The Issuer limits its distribution obligations exclusively to the amounts effectively received pursuant to the Program model, under a limited recourse regime, without guaranteeing immediate liquidity or minimum returns.

Likewise, distributions shall be executed through operational and technological processes through an authorized Digital Asset Service Provider (PSAD), which contributes to the traceability, auditability and control of the payment process, without eliminating the risks inherent to the liquidity, trading and realization of the Reference Assets or the Collateral Package.

13.1.6 Risks from the absence of leverage, indebtedness or alternative payment sources.

The Issuer does not have credit lines, indebtedness mechanisms or alternative financing sources that would allow it to anticipate, supplement or guarantee distributions to the Holders in the absence of economic results from the Reference Assets comprising the Collateral Package. Accordingly, if such assets do not generate Attributable Cash Flows or Net Enforcement Proceeds, the Issuer shall not have additional resources to make distributions.

This characteristic is inherent to the Issuer's structure as a special purpose vehicle, in which the Income Tokens confer economic rights conditioned on the cash flows effectively generated, under a limited recourse regime.

Risk Mitigation: The Program structure expressly limits the Holders' economic rights to the results effectively obtained from the Collateral Package, avoiding the assumption of additional liabilities or disproportionate financial commitments by the Issuer.

Likewise, the absence of indebtedness reduces the risk of over-leverage, cross-defaults or subordination to financial creditors, and the operations are executed through an authorized PSAD, which contributes to the operational segregation, traceability and regulatory compliance of the Program.

13.1.7 Regulatory and regulatory change risks.

The Program and the Income Token issuances are structured pursuant to the Digital Asset Issuance Law of El Salvador and under the supervision of the National Digital Assets Commission (CNAD). Notwithstanding, risks exist from legal, regulatory, administrative or interpretive modifications, both in El Salvador and in other relevant jurisdictions, that may affect the offering, placement, trading, custody, taxation, operational treatment or viability of the Program, the Income Tokens and/or the Reference Assets comprising the Collateral Package.

Such changes could generate additional costs, new compliance burdens, operational restrictions, limitations on the trading or settlement of the Income Tokens, or even affect the continuity of the Program or the ability to maintain, realize or distribute the cash flows derived from the Collateral Package pursuant to the initially contemplated terms.

Risk Mitigation: The Issuer shall maintain a regulatory compliance structure consistent with the nature of the Program and shall conduct reasonable monitoring of relevant regulatory changes. When necessary, it may rely on specialized legal, technical, tax or regulatory advisors and adopt reasonably necessary measures to adapt to new regulatory requirements.

Likewise, the Issuer shall timely inform the CNAD and the Holders of any regulatory or regulatory change of which it becomes aware and that may materially affect the structure, execution or continuity of the Program, within the scope of its functions and the available information.

13.1.8 Risk of Commingled Reference Assets in the Omnibus Custody Account

The Reference Assets for all Issuances shall be held in a single omnibus account structure opened in the name of MIO3, S.A. de C.V. No separate account will be established for each Issuance. In the absence of account-level structural segregation, the identification and attribution of Reference Assets to each Issuance relies exclusively on segregated internal accounting records maintained by the Issuer, which are intended to separately, traceably, and individually identify the Reference Assets corresponding to each Issuance. Accounting and other operational errors may occur in the maintenance of the internal records used to identify and attribute Reference Assets to each Issuance. Such errors could result in Reference Assets being mis-attributed to the wrong Issuance, in discrepancies between the internal records and the actual composition of the omnibus account, or in the incorrect calculation of the Asset-to-Liability Ratio for one or more Issuances. Any such error could adversely affect a Holder's ability to identify the Reference Assets to which it has contractual recourse and to calculate the value of its economic interest.

The absence of structural account-level segregation may give rise to disputes among Holders of different Issuances regarding which Reference Assets are attributable to a given Issuance, particularly in enforcement or insolvency scenarios where the precise attribution of assets and proceeds is determinative of each Holder's economic recovery. Such disputes could cause significant delays in the enforcement and distribution process, increase legal and administrative costs borne by the Collateral Package, and ultimately reduce the Net Enforcement Proceeds available for distribution to Holders.

To the extent that the Program contemplates structures in which multiple Income Tokens may be exposed, in whole or in part, to the same set of assets, rights or cash flows comprising the Collateral Package, there is a risk that the Holders may not maintain an exclusive right over individualized assets.

In such cases, the Holders' economic recovery could be affected by the performance or realization of such aggregate set of assets, including situations in which other economic rights linked to the same Collateral Package affect the amount effectively recoverable.

Risk mitigation: The Program contemplates traceability mechanisms, internal accounting segregation and defined economic allocation in the RID. Notwithstanding, such mechanisms do not completely eliminate the possibility of shared exposure or its economic effects. Holders should be aware that their rights over the Reference Assets attributable to their Issuance are dependent on the accuracy of internal accounting records maintained by an affiliate of the Issuer.

13.1.9 Risk of Verification Agent default

The proper functioning of the Program depends, in part, on the verifications performed by the Verification Agent. Any error, omission, delay or breach in the performance of its functions could affect the timely detection of inconsistencies, operational deviations or material defaults related to the Collateral Package.

Risk mitigation: The Program provides that the Verification Agent shall act under an objective mandate based on verifiable information. The Program contemplates independent information sources, traceability and the possibility of substitution pursuant to the RID. Notwithstanding, such measures do not completely eliminate the risk of errors, omissions, delay or breach by the Verification Agent.

13.1.10 Risk of lack of valid collective decision by the Holders

In those cases in which the enforcement of the Security Interest or the adoption of certain measures requires a collective decision by the Holders pursuant to the RID, there is a risk that such decision may not be obtained in a timely manner or may not be reached, and the Reference Assets or Collateral Package cannot be liquidated to provide recovery to the Holders.

This may result from lack of participation, dispersion of the Holders, inability to reach the required majorities, deadlocks or operational contingencies in the voting process. In such cases, the enforcement of the Security Interest could be delayed or may not take place.

Risk mitigation: The Program establishes governance, quorum, majority and on-chain verification rules, as well as the possibility of calling new votes. Likewise, the Common Representative may carry out the conservatory acts provided for in the RID, while no valid decision exists. Notwithstanding, these mechanisms do not guarantee the timely obtaining of collective decisions.

13.1.11 Risk of insolvency or disruption of the Paying Agent

The Program's payments (including, for the avoidance of doubt, any Net Enforcement Proceeds following an Acceleration Event) are channeled through the Paying Agent. The Paying Agent is not an independent third party but an affiliate of the Issuer within the MIO3 corporate group, both entities being ultimately controlled by MIO3 Holdings Limited (Cayman Islands).

In the event of insolvency, operational interruption or any event affecting its functioning, the Holders could experience delays, interruptions or impairment in the receipt of payments, or may not receive any payment. This risk is particularly relevant as the distribution of payments and potential liquidation proceeds will be carried out through the Paying Agent, which is an entity affiliated with the Issuer's group, and not directly through the Collateral Agents or an independent third party.

The concentration of all payment functions in a single affiliated entity means that any disruption to MIO3 as Paying Agent would simultaneously affect all Issuances under the Program and all Holders across all Issuances.

Risk mitigation: The Program contemplates operational fund segregation mechanisms, independent records and, as the case may be, the possibility of substituting the Paying Agent pursuant to the applicable documentation. Notwithstanding, such measures do not completely eliminate the risk of interruption, delay or impairment in (or not receiving any) payments or distributions.

13.1.12 Risk of deterioration in the value of the Collateral Package during operational and decision-making periods

During the cure, verification or Holder decision-making periods, the value of the assets comprising the Collateral Package may be affected by market conditions, volatility or illiquidity.

Additionally, in the event that a valid collective decision is not reached, these periods may be extended, increasing the risk of asset value deterioration.

Risk mitigation: The Program contemplates continuous monitoring, verification mechanisms and conservatory powers of the Common Representative. Notwithstanding, such measures do not eliminate the risk of deterioration during these periods.

13.1.13 Risks associated with Issuer's right to withdraw asset from Custody Account

Prior to the occurrence of an Acceleration Event, the Issuer may cause MIO3 to withdraw assets, rights or cash from the Custody Account without requiring the prior authorization or approval of the Verification Agent. In the normal course of business, this function is necessary for the Issuer to timely meet redemption requests from the Holders. While such withdrawals are subject to the conditions that (1) no Material Default has occurred and is continuing at the time of withdrawal and (2) the Asset-to-Liability Ratio of each Issuance will be no less than one hundred percent (100%) after giving effect to such withdrawal, the absence of an independent prior approval mechanism creates a risk that the Issuer or MIO3 may effect withdrawals that reduce the Collateral Package available to the Holders.

In particular, there is a risk that the Issuer may withdraw Reference Assets or cash from the Custody Account in circumstances where a Material Default has occurred or the Asset-to-Liability Ratio is below 100%, but an Acceleration Event has not occurred due to the applicable grace period or holder consent process, or where the Asset-to-Liability Ratio would fall below 100% as a result of the withdrawal but such shortfall is not detected until after the withdrawal has been completed. Because the Verification Agent's role is limited to ex post verification of the Asset-to-Liability Ratio, rather than ex ante approval of individual withdrawals, there is an inherent temporal gap during which withdrawals may be effected without independent oversight.

Furthermore, since MIO3, the entity that holds and operates the Custody Account, is an affiliate of the Issuer within the MIO3 corporate group, the absence of independent prior approval over withdrawals concentrates discretion over the disposition of the Collateral Package in entities that share common ownership and control, which may give rise to conflicts of interest adverse to the Holders' economic recovery. Any withdrawal that impairs the integrity, sufficiency or availability of the Collateral Package could adversely affect the Holders' ability to recover their investment, particularly in enforcement or insolvency scenarios where the Reference Assets available for realization may be less than the amounts necessary to satisfy the Holders' economic rights pursuant to the Payment Waterfall.

Risk mitigation: The Verification Agent performs monthly verifications of the Asset-to-Liability Ratio and may issue additional reports on an ad hoc basis, which are intended to detect and report any shortfall or inconsistency resulting from withdrawals or other Program operations. Notwithstanding the foregoing, such measures operate on an ex post basis and do not prevent withdrawals from being effected prior to the detection of a breach, nor do they eliminate the risk that the Collateral Package may be impaired as a result of withdrawals made in the interval between verification periods.

13.1.14 Risk of Conflicts of Interest Arising from MIO3's Status as Affiliate of the Issuer and Roles such as Paying Agent and Owner of the Custody Account

MIO3, S.A. de C.V. is an affiliate of the Issuer within the MIO3 corporate group, both entities being ultimately controlled by MIO3 Holdings Limited (Cayman Islands). MIO3, S.A. de C.V. simultaneously holds multiple roles within the Program structure from which conflicts may arise: as PSAD, Paying Agent and owner of the Custody Account. In an enforcement scenario following an Acceleration Event or in an insolvency scenario, the Issuer and its affiliate may share institutional, commercial and reputational interests that are adverse to the Holders' economic recovery. This risk is particularly relevant as the distribution of payments and potential liquidation proceeds will be carried out through the Paying Agent, which is an entity affiliated with the Issuer's group, and not directly through the Collateral Agents or an independent third party.

Risk mitigation: The Issuer maintains internal Conflict of Interest and Insider Information policies, oriented toward the identification, prevention and treatment of situations that could affect its integrity, impartiality or operational independence. Notwithstanding, investors and Holders should be aware that these measures may not fully eliminate the adverse effects of the conflict of interest, particularly in enforcement scenarios.

13.1.15 Risks associated with the use of stablecoins

To the extent that the Program's operations use Stablecoins, including USDT and USDC as the default settlement mechanism or, as the case may be, other authorized Stablecoins pursuant to this RID, the Holders shall be exposed to the risks inherent to such instruments, including, among others, loss of parity with the United States dollar, risks associated with their issuer, regulatory restrictions, convertibility limitations, lack of liquidity, redemption suspensions or operational interruptions affecting their availability or use as a settlement mechanism.

Risk mitigation: The Program maintains the economic denomination of the Issuance in United States dollars and provides for the use of Stablecoins solely as an operational settlement mechanism. Likewise, this RID provides that the settlement of the subscription shall be made exclusively in Stablecoins, with USDT being the default settlement mechanism, without prejudice to the use of other authorized Stablecoins. Notwithstanding, this does not eliminate the risks inherent to the use of such instruments or guarantee their stability, liquidity or availability at all times.

13.2 Risks associated with the Trading Platform

13.2.1 Risks of maintenance and availability of the technological infrastructure. All technological infrastructure, including distributed ledger technology, custody systems and integration layers used by the PSAD, requires continuous maintenance to preserve its performance, availability, security and stability. Deficient management of maintenance, whether at the level of the underlying network, custody infrastructure, MIO3 systems or critical providers, could cause service degradation, operational interruptions, delays in transaction validation, temporary unavailability of essential functions (including subscription, transfers or redemptions), as well as exposure to security vulnerabilities, with an adverse impact on the Program's operation and the Holder's experience.

Risk mitigation: MIO3, in its capacity as the PSAD responsible for technological operations, manages these risks through preventive and corrective maintenance policies and procedures, which include periodic updating of critical components, application of security patches, version management, performance monitoring, redundancy and stability testing in controlled environments, as well as business continuity and disaster recovery plans, aimed at maintaining the availability and resilience of the platform pursuant to good practices and international standards.

13.2.2 Risks related to software, smart contracts and integration components. The Income Tokens and their operational functionalities may depend on smart contracts and associated software components, including errors in execution logic or in the implementation of automated rules, which may contain vulnerabilities, logic errors, integration failures or inadequate configurations. Such contingencies could cause unforeseen results, affect the Holders' control over their digital assets, allow unauthorized operations, generate failures in critical processes (including whitelisting, restricted transfers, redemptions and burns), or expose participants to total or partial losses.

Risk mitigation: To mitigate these risks, secure development practices, internal reviews, exhaustive testing in pre-production environments and, where applicable, independent specialized blockchain security audits are employed. Likewise, access controls, segregation of duties, and operational contingency mechanisms (including, where applicable, pause functions or temporary restrictions) are incorporated to respond to incidents. Smart contracts are designed to reflect the terms of the RID, so that the Issuer cannot discretionally alter the Holder's economic rights, without prejudice to the regulatory and compliance powers that must be implemented pursuant to the applicable framework and the ERC-3643 standard.

13.2.3 Risks related to cybersecurity, information security and fraud. The issuance, custody, transfer and potential trading of digital assets through the PSAD's infrastructure and relevant third parties exposes the Program to information security risks, cyberattacks and fraud, including, without limitation, fraud, impersonation, improper credential access, denial of service, intrusions, data exfiltration, credential compromise, API attacks, vulnerability exploitation, social engineering and unauthorized access. Such events could cause operational interruptions, financial losses, disclosure of confidential information or material impairment to service continuity, potentially resulting in total or partial loss of the investment or temporary inability to execute transactions.

Risk mitigation: MIO3 implements reasonable and robust security controls, including data encryption, multi-factor authentication, role-based access controls, continuous monitoring, event logging and traceability, periodic security testing (including penetration testing where applicable), vulnerability management, and incident response plans. Additionally, staff training and awareness procedures are maintained, and operational security best practices are applied aimed at reducing fraud and intrusion risks.

13.2.4 Risks related to secondary trading, listings, delistings and market continuity. The value and liquidity of the Income Tokens may be affected by the existence, depth and continuity of a secondary market, when enabled pursuant to this RID. There is no guarantee that an active secondary market will develop or be maintained, or that the Holders will be able to sell their Income Tokens under favorable conditions or within specific timeframes.

Trading on digital asset platforms may involve risks such as technical failures, technological vulnerabilities, operational interruptions, changes in access policies, transfer restrictions, suspension of operations, delisting of the Income Tokens, insolvency of the platform operator, concentration of liquidity among a limited number of participants or regulatory restrictions on trading.

Likewise, regulatory, interpretive or technological changes, as well as risks associated with the blockchain infrastructure or the PSAD's systems, could affect the access, functioning or continuity of the secondary market, impacting the Holders' ability to transfer their Income Tokens or obtain liquidity.

Risk mitigation: The Program establishes that the trading and transfer of the Income Tokens shall be carried out under strict eligibility and compliance controls, limited to previously verified participants and enabled wallets pursuant to the PSAD's KYC/AML/KYT processes, in line with the ERC-3643 standard.

The PSAD MIO3 shall implement operational and compliance monitoring over the enabled platforms and infrastructures, and may adopt reasonable measures to mitigate continuity risks, including operational adjustments, temporary restrictions or timely communication of relevant events.

Notwithstanding the foregoing, such measures do not constitute a guarantee of liquidity, maintenance of an active secondary market, or the possibility of executing transactions under favorable market conditions.

13.2.5 Risks of loss of access, identification and recovery of digital assets. The identification, tracking and recovery of digital assets may be complex due to their intangible nature, the possibility of loss of credentials, addressing errors, or unauthorized acts over wallets. In scenarios of loss of access, misuse or erroneous transfer, the Holder could face difficulties in recovering its assets or exercising the associated economic rights, particularly when on-chain transactions are, by design, difficult to reverse.

Risk mitigation: The Income Tokens issued under the ERC-3643 standard incorporate compliance-oriented and contingency management functionalities, including management, recovery or reissuance mechanisms in specific scenarios and pursuant to predefined policies, such as regulatory requirements, AML/KYC compliance, correction of operational incidents or loss of access to registered wallets, all subject to the PSAD's procedures, the Program documentation and applicable regulations.

13.2.6 Risks of automatic execution and unforeseen results in smart contracts. Smart contracts operate through automatic execution of preprogrammed rules and may be triggered within timeframes that do not align with traditional verification, review or dispute resolution processes. Accordingly, certain operations could be executed immediately upon the fulfillment of technical conditions, even in dispute, operational error or contingency scenarios, which could generate material effects before a human analysis or legal or administrative action is completed.

Risk mitigation: The PSAD implements operational governance and incident management procedures that contemplate reviews, validations and, in exceptional cases, intervention or containment mechanisms permitted by the technical design and by the applicable regulatory framework, for the purpose of responding in a coordinated manner to contingencies. Additionally, incident communication, traceability and documentation processes are contemplated, as well as the adoption of corrective measures in coordination with the relevant participants, within the technological limits of the system and without prejudice to the powers of the competent authority.

13.3 Risks associated with the Public Offering of Digital Assets

13.3.1 Reputational risks. Given the innovative nature of the Program, the use of digital asset infrastructure and the market's sensitivity to tokenized instruments, reputational risks may materialize arising from negative perceptions, indirect associations with third parties, erroneous interpretations regarding the legal and economic nature of the Income Tokens, operational incidents, cybersecurity events, user service failures or deficiencies in the disclosure of relevant information.

Such risks may affect the confidence of market participants, the demand for the instrument, the operational continuity of the Program and, in general, the perception regarding the reputational strength of the Issuer and the PSAD, even though such events do not necessarily imply a material deterioration of the economic value of the Collateral Package or the Reference Assets.

Risk mitigation: The Issuer and MIO3 shall proactively manage reputational risks through communication and disclosure policies aimed at ensuring technical clarity, documentary consistency and transparency, including timely disclosure of material events pursuant to the applicable framework, incident response and attention protocols, and internal reputational control measures.

These measures seek to preserve market confidence, mitigate erroneous interpretations regarding the product and align the execution of the Program with adequate standards of transparency, compliance and governance.

13.3.2 Market risks. There is a risk of loss of economic value associated with the Income Tokens, particularly in the event of enabling secondary trading or transfer mechanisms subject to market, as a consequence of fluctuations and variations in market variables, including, without limitation, interest rate levels, liquidity conditions, financial market volatility, macroeconomic changes, geopolitical events, sector rotation, and variations in the price, yield or Attributable Cash Flow expectation of the Reference Assets comprising the Collateral Package.

Likewise, the supply and demand dynamics in digital asset markets, as well as changes in the risk perception regarding tokenized instruments, may affect the trading value of the Income Tokens, regardless of the economic performance of the Reference Assets.

Risk mitigation: The Issuer does not engage in speculative activities or assume price stabilization obligations, market support or liquidity creation. The economic value of the instrument depends on the evolution of the Reference Assets, the effectively received Attributable Cash Flows and the general market conditions.

Accordingly, the Issuer expressly discloses that there is no guarantee of profitability, liquidity or capital recovery, and that no implicit or explicit hedging against market fluctuations is granted, without prejudice to the determination, disclosure and settlement mechanisms set forth in this RID.

13.4 Risks associated with Digital Assets

13.4.1 Regulatory Compliance Risk of Digital Assets

In the specific context of digital assets, regulatory compliance in the tokenization environment represents a significant challenge due to the constant development of the legal framework, its diversity among jurisdictions and the decentralized nature of blockchain technology.

Risk mitigation: The Issuer may engage specialized legal and regulatory services when necessary; the Issuer and the PSAD maintain a proactive regulatory monitoring system to adapt to changes in the legal framework that may affect the issuance of digital assets. This approach seeks to facilitate compliance with prevailing regulations, both local and international, without completely eliminating the risk of regulatory, interpretive or compliance changes.

13.4.2 Anti-Money Laundering (AML) Compliance Risk

Anti-money laundering and counter-terrorism financing (AML/CTF) regulations are evolving rapidly in the digital assets environment, which may generate operational, strategic and technological challenges, especially in ecosystems incorporating elements of anonymity or decentralization. In this context, compliance with international standards such as the Financial Action Task Force (FATF) “Travel Rule” is particularly relevant, which requires Digital Asset Service Providers (PSADs) to collect, maintain and exchange information about the sender and beneficiary of transactions exceeding certain established thresholds.

Risk mitigation: MIO3, in its capacity as authorized PSAD, has implemented robust customer due diligence procedures (KYC/KYB/KYT) through specialized providers, not only at the time of onboarding, but also through continuous supervision and active monitoring processes (ongoing monitoring), pursuant to the requirements established by the FATF and other international organizations. These controls include periodic information verification, automated transaction analysis, sanctions list reviews, unusual activity detection and risk alert response mechanisms. Likewise, MIO3 has implemented procedures aimed at the application of the Travel Rule, ensuring the traceability and transparency of operations without compromising the operational efficiency of the system. This comprehensive ongoing compliance approach seeks to strengthen the regulatory integrity of the Issuance, mitigate legal and reputational risks, and maintain regulatory compatibility with international best practices in AML/CTF.

13.4.3 Cross-Border Regulation Risk
Given that tokens can be easily transferred internationally, their offering, distribution or commercialization could inadvertently become subject to regulations of multiple jurisdictions. This could entail unforeseen registration, disclosure or regulatory compliance obligations, representing a significant legal and operational risk for the Issuer.

Risk Mitigation: Before offering tokens in other jurisdictions, a preventive legal analysis is conducted to determine the applicable regulatory requirements. Additionally, the tokens include technical restrictions that prevent access from prohibited jurisdictions and by persons subject to sanctions or listed as prohibited. Blacklist mechanisms are employed that permit only the participation of users verified pursuant to international anti-money laundering and counter-terrorism financing (AML/CTF) standards, including verification against sanctions lists issued by organizations such as OFAC, among others. This seeks to facilitate regulatory compliance and traceability in the distribution and trading of the tokens.

13.4.4 Disclosure Requirements Risk
Issuers of digital assets may be subject to disclosure obligations similar to those required in the issuance of traditional securities, particularly when the tokens offer economic, participation or investment rights. These obligations may include the presentation of detailed information about the issuance, associated risks, use of raised funds, issuer structure, or periodic updates to token holders.

Risk mitigation: A transparent disclosure policy is established, which includes the publication of relevant information and regulatory updates pursuant to applicable regulations. This policy is aligned with international Holder protection standards and seeks to ensure that the Holders receive relevant, clear and timely information about the risks and performance of the issued digital assets.

13.4.5 Data Privacy Risk
Data protection laws present unique challenges in the blockchain context, where data immutability may conflict with the "right to be forgotten," recognized by legislation such as that of El Salvador, contemplated in the Personal Data Protection Law, which permits individuals to request the deletion of personal data.

Risk mitigation: Personal data storage on the blockchain is limited, using "off-chain" solutions that are hosted on infrastructure that complies with international security standards and regulations, and data minimization principles to ensure the protection of user rights pursuant to local regulations. This solution seeks to facilitate compliance with data minimization principles and applicable personal data protection obligations of El Salvador and other applicable jurisdictions.

13.4.6 Tax Compliance Risk
Tokenization introduces complexities in the tax treatment of digital assets, which may vary significantly across different jurisdictions and due to reforms in applicable regulations.

Risk mitigation: During the Program, constant and proactive monitoring of applicable tax legislation in El Salvador is maintained, as well as the engagement of specialized tax advisory as required, to ensure that the issuance of digital assets complies with all tax obligations. Additionally, processes are adjusted based on tax reforms to ensure continuous compliance with tax regulations.

13.4.7 Fraud Risk

The world of tokenized assets is susceptible to vulnerabilities. This may include fraudulent tokenization programs promising unrealistic returns, phishing attacks targeting Holders, or manipulation of smart contracts to steal funds, as well as external schemes, phishing or fraudulent conduct directed at Holders.

Risk mitigation: For the Program, external and independent security audits have been established, both initial and periodic, over the smart contracts and system infrastructure. These audits enable the identification and correction of technical vulnerabilities before they can be exploited, significantly increasing the security of the tokenized ecosystem. Incident response mechanisms and operational contingency recovery controls have also been integrated, reinforcing user protection against possible attacks or fraud.

13.4.8 Custody Risk

The secure custody of tokens presents unique challenges. The loss of private keys may result in the permanent loss of access to the tokens. Additionally, the risks of hacking wallets or exchanges where the tokens are stored are significant.

Risk mitigation: The private keys associated with the digital wallets used in this Program are not managed directly by users, but are held in custody by a specialized provider of cryptographic security infrastructure, duly certified and engaged by the PSAD.

The custody of the Income Tokens is carried out through the PSAD using Multi-Party Computation technology, which enables the generation, fragmentation and distributed management of private keys without there being at any time a complete copy thereof on a single device or entity. This mechanism significantly reduces the risk of direct loss or theft of keys, ensuring that all transaction authorization requires the cryptographic cooperation of multiple independent nodes, pursuant to operational segregation and access control policies.

All transactions on the platform require multi-factor authentication (MFA) and cryptographic validation by the MPC custody system, which reduces the risk of unauthorized access, interceptions or man-in-the-middle attacks.

13.5 Risks associated with the technology used

13.5.1 Smart Contract Risks

Smart contracts are autonomous programs on the blockchain that automatically execute the terms of a contract. Their efficiency and transparency make them a widely used tool in tokenization processes.

However, like any code-based system, the functioning of the smart contract depends on the code that comprises it, and programming errors may generate temporary dysfunctions, or in extreme cases, irreversible consequences affecting the access to or management of the assets involved. This is because smart contracts, once deployed, are immutable, with the aim of providing a high level of reliability and automation.

Risk mitigation: All smart contracts used in the Program have been developed pursuant to audited standards and coding best practices, including independent external audits contracted by the authorized

PSAD and exhaustive testing in pre-production environments prior to deployment, to ensure their correct functioning and alignment with international security standards.

13.5.2 Interoperability Risks

Many tokenization programs involve interactions between different blockchains, as the transfer of assets or data between different networks is required.

That said, the lack of uniform standards and differences in protocols may lead to interoperability problems. Any incompatibility between two blockchains could result in errors in the execution of transactions, temporary data losses, or even asset losses.

An illustrative example of this risk is the so-called "bridges" between blockchains. Various documented incidents in the industry have evidenced vulnerabilities in these connection mechanisms, which have been the subject of attacks or operational failures, resulting in significant losses due to deficiencies in their design, implementation or audit.

Risk mitigation: As an operational and technological risk mitigation measure, the current Program structure does not contemplate the use of cross-chain bridges for the transfer of digital assets. The PSAD MIO3, in its capacity as responsible for the technological infrastructure and custody and issuance agent, limits interoperability with other blockchain networks, operating exclusively within MIO3's controlled ecosystem.

In the current structure, the Paying Agent (MIO3) receives the Holders' funds through the MIO3 platform, carries out the necessary exchange operations and subsequently proceeds with the issuance (creation) of the Income Tokens on the Polygon network, ensuring a functional and operational separation between the receipt of investment flows and token creation.

This architecture minimizes exposure to vulnerabilities arising from external bridges or unaudited interoperability protocols, preserving the integrity of the digital assets and the security of the system.

In the event that, in the future, inter-chain connectivity through bridges is enabled, these must form part of the infrastructure previously authorized by MIO3, be selected from recognized and audited providers, and ensure the compatibility, integrity and security of the transfers.

13.5.3 System Upgrade Risks

Upgrades to the blockchain infrastructure or smart contracts are essential to improve the functionality and security of the system; upgrades allow the introduction of improvements and the correction of vulnerabilities. However, as in any technological environment, these upgrades may present certain challenges. Among these, bugs, incompatibilities with previous versions or temporary effects on system operation. In the context of a digital asset issuance, a failed upgrade could result in service interruption, limitations on the use of tokens, or even the loss of user access to assets.

Risk mitigation: Prior to the execution of any upgrade to the technological infrastructure or smart contracts, the PSAD MIO3 conducts exhaustive testing in controlled environments, accompanied by preventive communications to users, in order to minimize operational impacts from possible errors or incompatibilities.

Upgrades are planned and scheduled to minimize any service impact. In the event of incidents during the process, the PSAD has contingency and recovery procedures that ensure operational continuity and the integrity of the digital assets under custody.

13.5.4 Key Management Risks

In blockchain systems, control over digital assets is maintained through cryptographic keys. In the context of a digital asset issuance, the loss of keys managing the smart contracts or the issuance funds could temporarily or permanently compromise access to the assets, affecting both operators and token holders. Likewise, the compromise of keys, through hacking or negligence, may result in the execution of unauthorized, irreversible transactions. With robust and responsible management, private key-based systems offer a solid and secure model for operating digital assets.

Risk mitigation: The cryptographic keys controlling the digital assets of this Program are managed by the Digital Asset Service Provider through a specialized institutional custody provider, operating under Multi-Party Computation mechanisms, advanced encryption and operational segregation of functions.

MPC technology enables private keys to be fragmented and managed in a distributed manner among several independent nodes, eliminating the existence of a complete copy at a single point and reducing the risk of loss, manipulation or unauthorized access. This custody scheme ensures a high level of resilience and cryptographic security, in line with international best practices in the administration of digital assets.

13.5.5 System Integration Risks

Tokenization requires integrating emerging technologies, such as blockchain, with existing financial, accounting, legal and operational systems. This integration of the infrastructure with existing financial, accounting, legal and operational systems may be complex. Inadequate design or integration could generate inconsistencies between on-chain records (on blockchain) and off-chain records (on traditional systems), which in turn may lead to operational errors, interpretation conflicts or legal complications. When properly managed, the integration of systems allows combining the efficiency of blockchain technology with the functionality and regulatory requirements of traditional infrastructures.

Risk mitigation: The integration between on-chain and off-chain systems is managed by the authorized PSAD and specialized technology providers, through reliable and validated APIs, which ensures the consistency of records and regulatory compliance. These integrations are subject to continuous technical monitoring to ensure that both environments function in a coherent and secure manner.

IT IS CRUCIAL TO EMPHASIZE THAT THIS LIST OF RISKS IS NOT EXHAUSTIVE AND ADDITIONAL RISKS NOT ANTICIPATED AT THIS TIME MAY ARISE. POTENTIAL INVESTORS ARE STRONGLY ADVISED TO SEEK INDEPENDENT FINANCIAL AND LEGAL ADVICE BEFORE INVESTING IN THESE DIGITAL ASSETS.

THE CONSIDERATIONS SET FORTH ABOVE ARE NEITHER NOR INTENDED TO BE A COMPREHENSIVE LIST OF ALL RELEVANT CONSIDERATIONS FOR A DECISION TO PURCHASE OR HOLD TOKENS.

THE DECISION TO INVEST IN THESE DIGITAL ASSETS SHOULD BE BASED ON A CAREFUL EVALUATION OF THE RISKS MENTIONED AND THE INVESTOR'S PERSONAL FINANCIAL SITUATION. THE ISSUER CANNOT GUARANTEE THE FUTURE PERFORMANCE OF THE DIGITAL ASSETS OR THE SUCCESSFUL EXECUTION OF THE ASSOCIATED ISSUANCE.

14. Limitation of Liability of the Issuer, its Manager and Shareholder

The Issuer (special purpose vehicle of the MIO3 group acting as issuer under the Program), as well as its managers, directors, legal representatives, attorneys-in-fact and other persons with management powers (hereinafter, the "Manager"), shall act exclusively within the framework of: (i) this Relevant Information Document (RID) and the relevant Program agreements; (ii) the mandates, instructions and operational limitations necessary for the acquisition, custody, administration and, as the case may be, realization of the Collateral Package; and (iii) the applicable regulatory and compliance provisions, including AML/CTF/FPADM measures, personal data protection and PSAD operational rules.

By virtue of the foregoing, the Issuer shall hold harmless the Manager and its shareholders, partners or ultimate beneficial owners against any claim, loss, damage, expense or contingency arising from: (a) the execution of mandatory, reasonably necessary or ancillary acts or transactions for the implementation of the Program, including the acquisition, custody, reconciliation, valuation and operational administration of the Reference Assets and Program funds; (b) compliance with decisions adopted pursuant to the governance mechanisms set forth in the RID, including Holder resolutions when applicable; (c) the exercise of contractual rights by intermediaries, custodians, agents, infrastructure providers or relevant third parties, including corporate events, market restrictions, trading suspensions or any other action linked to the execution, settlement or custody of the Reference Assets; or (d) the operational actions set forth in the RID and in the PSAD's procedures, including on-chain processes, account administration, withholdings, payment of permitted costs and expenses, operational conversions, settlements, redemptions, Income Token burns and distribution of Attributable Cash Flows or amounts derived from an Acceleration Event, pursuant to the applicable Payment Waterfall.

The Manager and the Issuer's shareholders shall not assume any personal liability vis-à-vis the Holders or third parties for acts or omissions carried out in good faith in fulfillment of the Issuer's exclusive purpose, this RID and within the limits of their powers and mandates. The Holders' rights are limited exclusively to the economic rights derived from the Program, under a limited recourse regime, without there being any personal liability of the Manager or the shareholders.

This limitation of liability and hold harmless obligation shall not apply in cases where willful misconduct or gross negligence of the Manager or the shareholders is proven, provided that such circumstance has been determined by a final and enforceable resolution by a competent authority.

15. Dispute Resolution

Any dispute, controversy or claim arising from, in connection with, or on the occasion of this Relevant Information Document, the economic rights derived from the Income Tokens, the relevant Program agreements, or their interpretation, execution and performance, shall be resolved exclusively through judicial proceedings pursuant to the laws of the Republic of El Salvador.

For such purposes, the Holders, the Issuer and, where applicable, the Common Representative, hereby expressly and unconditionally submit to the jurisdiction of the competent courts of the district of San Salvador and Capital of the Republic, municipality of San Salvador Centro, department of San Salvador, waiving any other forum that may correspond to them by reason of their present or future domicile or any other cause of territorial jurisdiction.

To the maximum extent permitted by applicable law, each Holder agrees that any claim, controversy or action arising from, relating to, or on the occasion of this RID, the Income Tokens, the relevant Program agreements or their interpretation, execution or performance, shall be brought on an individual basis and not as part of a class action, representative action or analogous proceeding.

16. Tax Regime

Each investor shall be exclusively responsible for determining, evaluating and complying with the tax, exchange control, informational and any other legal or regulatory obligations applicable to it by reason of its domicile, tax residence, nationality, place of incorporation, place of establishment or any other relevant connecting factor pursuant to the applicable jurisdiction. In the case of the Republic of El Salvador, the public offering of the Income Tokens and the transactions related thereto shall be governed by the Digital Asset Issuance Law and by the tax provisions contained therein, as well as by any other applicable legal, regulatory and administrative rules. The Issuer shall not assume any liability for the taxes, levies, charges, withholdings or other tax obligations corresponding to the Holders as a consequence of the subscription, acquisition, holding, transfer, trading, redemption, settlement or any other transaction related to the Income Tokens. Notwithstanding the foregoing, the tax treatment applicable to the Income Tokens and to the transactions related thereto may vary over time as a consequence of legal or regulatory reforms, changes in administrative, interpretive or jurisdictional criteria, or by the application of tax rules of other jurisdictions that may be competent with respect to a particular Holder. Accordingly, each investor must obtain and maintain its own independent tax advice.

17. Governing Law

This digital assets Program under the public offering modality shall be governed by and construed under the laws of the Republic of El Salvador.

ANNEX I.

SWORN DECLARATION OF THE ISSUER AND THE ISSUANCE.

DECLARACIÓN JURADA

En el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, Departamento de La Libertad, a las doce horas y quince minutos del día treinta de marzo del año dos mil veintiséis. Ante mí, Laura Alejandra Gómez Posada, Notario, del domicilio del distrito de San Salvador Centro y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, comparece el señor **JULIO ENRIQUE VALDÉS RANK**, quien es de cuarenta y nueve años de edad, Abogado y Notario, de nacionalidad salvadoreña, del domicilio del distrito de San Salvador y Capital de la República, municipio de San Salvador Centro, departamento de San Salvador, a quien conozco e identifico por medio de su documento único de identidad número cero dos dos siete cinco ocho uno dos- cuatro, debidamente homologado con su Número de Identificación Tributaria, actuando en nombre y representación en su calidad de Administrador Único de la sociedad **MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE,** que se abrevia **MIO3 MARKETS 1, S.A.S. DE C.V.,** de nacionalidad salvadoreña, de este domicilio, con Número de Identificación Tributaria: cero seis dos tres - uno nueve cero uno dos séis- uno cero séis- cero, personería que doy fe de ser legítima y suficiente por haber tenido a la vista: Formulario de Constitución de la sociedad MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE, otorgado en el distrito de San Salvador y Capital de la República, municipio de San Salvador Centro, departamento de San Salvador, a las doce horas y cincuenta y nueve minutos del día diecinueve de enero de dos mil veintiséis, inscrito en el Registro de Comercio al número SEISCIENTOS TREINTA Y SEIS del Libro número CUATRO MIL NOVECIENTOS TREINTA Y OCHO del Registro de Sociedades, de la cual consta que su naturaleza, denominación y domicilio son los expresados, que su plazo es por tiempo indeterminado, que dentro de su finalidad está la de otorgar actos como el presente, que la administración de la sociedad estará confiada, al Administrador Único, y quien durará siete años en su cargo, pudiendo ser reelecto; que la representación legal y el uso de la firma social corresponden al Administrador Único, habiendo sido nombrado en el acto de constitución de la sociedad al compareciente como Administrador Único para un período de SIETE AÑOS, periodo el cual se encuentra aún vigente; por lo que, estando plenamente facultado para la celebración de este acto, y en nombre de su representada, BAJO JURAMENTO DECLARA: Que, a su leal saber y entender, la información proporcionada que acompaña a la solicitud de registro como emisor de activos digitales es veraz, precisa y completa, y me comprometo a mantenerla actualizada en todo momento ante la Comisión Nacional de Activos Digitales (CNAD), así como a facilitar oportunamente toda información adicional que sea requerida conforme a lo establecido por la Ley y demás normativa aplicable. Así se expresó el compareciente a quien expliqué los efectos legales de esta acta notarial que consta de una hoja y leída que le hube de forma íntegra en un solo acto sin interrupciones, ratifica su contenido por estar redactada con su voluntad y firmamos. **DOY FE.-**

DECLARACIÓN JURADA

En el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, Departamento de La Libertad, a las doce horas del día treinta de marzo del año dos mil veintiséis. Ante mí, Laura Alejandra Gómez Posada, Notario, del domicilio del distrito de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, comparece el señor **JULIO ENRIQUE VALDÉS RANK**, quien es de cuarenta y nueve años de edad, Abogado y Notario, de nacionalidad salvadoreña, del domicilio del distrito de San Salvador y Capital de la República, municipio de San Salvador Centro, departamento de San Salvador, a quien conozco e identifico por medio de su documento único de identidad número cero dos dos siete cinco ocho uno dos- cuatro, debidamente homologado con su Número de Identificación Tributaria, actuando en nombre y representación en su calidad de Administrador Único de la sociedad **MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE,** que se abrevia **MIO3 MARKETS 1, S.A.S. DE C.V.**, de nacionalidad salvadoreña, de este domicilio, con Número de Identificación Tributaria: cero seis dos tres - uno nueve cero uno dos séis- uno cero séis- cero, personería que doy fe de ser legítima y suficiente por haber tenido a la vista: Formulario de Constitución de la sociedad MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE, otorgado en el distrito de San Salvador y Capital de la República, municipio de San Salvador Centro, departamento de San Salvador, a las doce horas y cincuenta y nueve minutos del día diecinueve de enero de dos mil veintiséis, inscrito en el Registro de Comercio al número SEISCIENTOS TREINTA Y SEIS del Libro número CUATRO MIL NOVECIENTOS TREINTA Y OCHO del Registro de Sociedades, de la cual consta que su naturaleza, denominación y domicilio son los expresados, que su plazo es por tiempo indeterminado, que dentro de su finalidad está la de otorgar actos como el presente, que la administración de la sociedad estará confiada, al Administrador Único, y quien durará siete años en su cargo, pudiendo ser reelecto; que la representación legal y el uso de la firma social corresponden al Administrador Único, habiendo sido nombrado en el acto de constitución de la sociedad al compareciente como Administrador Único para un período de SIETE AÑOS, periodo el cual se encuentra aún vigente; por lo que, estando plenamente facultado para la celebración de este acto, y en nombre de su representada, BAJO JURAMENTO DECLARA: I. Que, a su leal saber y entender, toda la información contenida en el Documento de Información Relevante correspondiente a la Oferta Pública para la emisión de activos digitales de ingreso es correcta, precisa, completa y no contiene omisiones materiales ni presenta información que pudiera razonablemente dar lugar a interpretaciones erróneas en aspectos relevantes para la decisión de inversión. II. Que el Documento de Información Relevante ha sido presentado ante la Comisión Nacional de Activos Digitales y, junto con el dictamen del certificador, constituye la información esencial para que los inversionistas y potenciales tenedores de los tokens de ingreso puedan tomar decisiones de inversión fundamentadas. Asimismo, declara que, a su leal saber y entender, los riesgos asociados a la inversión han sido debidamente divulgados en dicho documento. III. Que se compromete a mantener actualizada la información contenida en el Documento de Información Relevante y a divulgar de manera oportuna cualquier cambio relevante o situación que pudiera afectar las características y condiciones de la Oferta Pública, en cumplimiento con las leyes y reglamentos aplicables de la República de El Salvador, y en concordancia con las obligaciones de divulgación ante los inversionistas y las autoridades competentes. Así se expresó el compareciente a quien expliqué los efectos legales de esta acta notarial que consta de una hoja y leída que le hube de forma íntegra en un solo acto sin interrupciones, ratifica su contenido por estar redactada con su voluntad y firmamos. **DOY FE.-**

LAURA ALEJANDRA GOMEZ POSADA
NOTARIO
República de El Salvador

ANNEX III.

BALANCE SHEET OF THE ISSUER.

MIO3 MARKETS 1, S.A.S de C.V.
ESTADO DE SITUACION FINANCIERA AL 13 DE MAYO DE 2026
(Expresado en dólares de los Estados Unidos de América)

ACTIVO		
ACTIVO CORRIENTE		$ 350,001.00
Efectivo en Caja	$ 1.00	
Criptoactivos	$ 350,000.00	
TOTAL ACTIVO		**$ 350,001.00**

PATRIMONIO		
CAPITAL SOCIAL		$ 350,001.00
Capital Social Minimo Pagado	$ 1.00	
Capital Social Variable Pagado	$ 350,000.00	
TOTAL PATRIMONIO		**$ 350,001.00**

Julio Enrique Valdés Rank
Representante Legal

José Manuel Hernández Díaz
Contador

CONTADOR
JOSE MANUEL HERNANDEZ DIAZ
INSCRIPCIÓN No. 14109
CVPCPA
REPÚBLICA DE EL SALVADOR

ANNEX IV.

CERTIFIED COPY OF THE ISSUER´S ORIGINAL ARTICLES OF INCORPORATION AND THE CORRESPONDING AMENDMENT.

FORMATO: FE01 — FORMULARIO DE CONSTITUCIÓN DE SOCIEDADES — No. gestión en SF2026000865

I. DATOS DE LA SOCIEDAD

Denominación	MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE				
Abreviatura	MIO3 MARKETS 1, S.A.S. DE C.V.				
Regimen	CAPITAL VARIABLE			Nacionalidad	EL SALVADOR
Departamento	SAN SALVADOR	Municipio	SAN SALVADOR CENTRO	Distrito	SAN SALVADOR
Duración (años) o declaración expresa de constituirse por tiempo indeterminado				Indeterminado	
Objeto social	La Sociedad tendrá como finalidad actuar exclusivamente como un vehículo de propósito especial, cuya actividad comprende la estructuración, emisión, colocación, administración, gestión, garantía, pago y redención de activos digitales, incluyendo, sin limitarse a, activos digitales de deuda, de ingresos de propiedad o de participación, emitidos conforme a la Ley de Emisión de Activos Digitales, sus reglamentos y demás normativa aplicable, con el objeto de levantar capital de inversionistas y destinar dicho capital al cumplimiento de su finalidad social y de las obligaciones asumidas frente a los titulares de dichos activos digitales. Para el cumplimiento de su finalidad, la Sociedad podrá: i) emitir, crear, estructurar, colocar, administrar, garantizar, pagar y redimir activos digitales de cualquier naturaleza vinculados con su finalidad social; ii) adquirir, invertir, mantener, administrar, sustituir, reorganizar, disponer, gravar y garantizar títulos valores, valores mobiliarios, instrumentos financieros, acciones, participaciones, bonos, notas, certificados, derivados, instrumentos estructurados y demás activos financieros tanto nacionales como internacionales, listados o no listados, negociados en mercados bursátiles o sistemas de negociación regulados o no regulados, actuando por cuenta propia o a través de brokers, custodios, intermediarios financieros o agentes debidamente autorizados, en El Salvador o en el extranjero; iii) constituir, otorgar, recibir y ejecutar garantías reales o personales, incluyendo, sin limitarse a, prendas, garantías financieras, contratos de control, cesiones en garantía, fideicomisos de garantía u otras figuras equivalentes tanto nacionales como internacionales, sobre activos digitales, títulos valores, carteras de activos, cuentas bancarias, cuentas de custodia o cuentas de corretaje, en favor de agentes de garantía, fiduciarios, representantes comunes o figuras similares; iv) adquirir, desarrollar, administrar, explotar, arrendar, dar en uso, gravar y enajenar bienes muebles e inmuebles, derechos reales, derechos personales y activos digitales vinculados directa o indirectamente a dichos bienes; v) celebrar contratos de intermediación, corretaje, custodia, administración, agencia, mandato, tecnología, pago, garantía, servicios financieros, servicios digitales y cualquier otro contrato necesario para la ejecución de su finalidad social; vi) abrir, mantener y administrar cuentas bancarias, cuentas de custodia, cuentas de corretaje de valores, billeteras digitales y cualquier otra infraestructura financiera o tecnológica necesaria para su operación; vii) adquirir acciones, participaciones o intereses en otras sociedades, nacionales o extranjeras, siempre que dichas inversiones se encuentren directa o indirectamente vinculadas con su finalidad social; y en general, realizar todos los actos, contratos y operaciones civiles, mercantiles, financieras o administrativas que sean necesarios, convenientes, accesorios, complementarios o conexos para el cumplimiento de su finalidad social, tanto dentro como fuera del territorio de la República de El Salvador.				
Capital social ($)	1				
Capital mínimo	1				

II. ACCIONES (Todas las acciones serán siempre nominativas)

No. de acciones suscritas	1	Valor de las acciones	1.00
Total de acciones pagadas	1	Total de acciones no pagadas	0
Plazo para el pago del capital insoluto (no pagado)		Forma de pago del capital insoluto	

DISTRIBUCIÓN DE ACCIONES

Nombres	Cantidad acciones	% acciones	Acciones pagadas	Acciones no pagadas	Monto pagado	Monto no pagado	Forma pago
MIO3 Latam Investments Limited	1	100.00	1	0	1.00	0.00	Efectivo

III. ADMINISTRACIÓN Y REPRESENTACIÓN LEGAL

Estructura orgánica de la administración

FORMATO: FE01	FORMULARIO DE CONSTITUCIÓN DE SOCIEDADES	No. gestión en	SF2026000865

La sociedad será confiada a	Administración única propietario y suplente

Administración Único propietario y suplente	
Periodo de vigencia	7 años

Tipo de nombramiento de la primera administración
Administrador Único Propietario y Suplente

NOMBRAMIENTO DE LA PRIMERA ADMNISTRACIÓN

Calidad en la que actua	Propietario		Cargo	ADMINISTRADOR UNICO PROPIETARIO			
Nombre completo	Julio Enrique Valdes Rank		Ocupación	Abogado y Notario			
Tipo documento	DUI	No. documento	02275812-4	Domicilio	SAN SALVADOR CENTRO	, SAN SALVADOR	
Nacionalidad	EL SALVADOR			¿Representante legal?		Si	
Facultades y obligaciones Nota: En caso de no establecerse se aplicará lo dispuesto en el Código de Comercio							

Calidad en la que actua	Suplente		Cargo	ADMINISTRADOR UNICO SUPLENTE			
Nombre completo	Felipe Andres Nuila Davenport		Ocupación	Estudiante			
Tipo documento	DUI	No. documento	04497341-5	Domicilio	SAN SALVADOR CENTRO	, SAN SALVADOR	
Nacionalidad	EL SALVADOR			¿Representante legal?		No	
Facultades y obligaciones Nota: En caso de no establecerse se aplicará lo dispuesto en el Código de Comercio							

IV. DATOS DE LOS PARTICIPANTES DE LA SOCIEDAD

Total de participantes **3**

Tipo de otorgante	Persona juridica		
Denominación	MIO3 Latam Investments Limited	NIT	9887-170424-101-5
Nacionalidad	BRITANICA	Domicilio	Islas Caiman
Naturaleza	Sociedad de Responsabilidad Limitada		
¿Es accionista?	Si		

IV. DATOS DE LOS APODERADOS/REPRESENTANTE LEGAL/EJECUTOR

Total de apoderados **1**

Calidad en la que actua	Apoderado				
Nombres	Jose Alejandro	Apellidos	Rodriguez Gomar	Fecha de nacimiento	19/02/1999
Nacionalidad	EL SALVADOR	Departamento	SAN SALVADOR	Municipio	SAN SALVADOR CENTRO
Ocupación	Empleado	Tipo documento	DUI	Número doc.	05896205-2
Representa a	MIO3 Latam Investments Limited				

V. RESERVA, UTILIDADES Y PÉRDIDAS

¿La Sociedad constituirá Reserva Legal?	No	¿Qué porcentaje de capital reservará?	
¿Se definirán reglas especiales para la distribución de utilidades?	No		
¿Se definirán reglas especiales para la aplicación de pérdidas?	No		
¿Se establecerán disposiciones especiales establecidas por los accionistas?	No		

¡Importante! Todo lo no previsto en este acto constitutivo se regulará de acuerdo a las dispociones del Código de Comercio.

VI. FACULTADES DE LOS ACCIONISTAS

¿Se incluirán derechos especiales para accionistas minoritarios? Nota: En caso de no agregarse se aplicará supletoriamente lo que establezca el Código de Comercio.	No
¿Se incluirán facultades y limitaciones especiales para la Junta General de Accionistas? Nota: En caso de no agregarse se aplicará supletoriamente lo que se establezca para las Sociedades Anónimas.	No
JUNTAS GENERALES Las Juntas Generales de Accionistas así como su respectivas competencias, convocatorias, agendas, porcentajes de votación y demás aspectos legales que deben observar se regirán por las disposiciones establecidas en el Código de Comercio.	
¿Desea agregar / modificar estas reglas?	No
AUDITORÍA: No será obligatorio el nombramiento de un auditor interno, externo o consejo de vigilancia para aquellas sociedades por acciones simplificadas consideradas como microempresarios de acuerdo con la legislación vigente. En caso que las sociedades por acciones simplificadas excedan en razón de su cuantía a la clasificación de microempresario que establece la ley quedarán obligadas al nombramiento antes indicado para el ejercicio en el cual se excedió, así como en los siguientes, a fin de incluir el dictamen de auditor externo en los estados financieros que se depositan en el Registro de Comercio	
¿Desea agregar / modificar estas reglas?	No

CENTRO NACIONAL DE REGISTROS
REGISTRO DE COMERCIO

CNR Centro Nacional de Registros

FORMATO: FE01	FORMULARIO DE CONSTITUCIÓN DE SOCIEDADES	No. gestión en	SF2026000865

¿Desea adicionar algunos tipos de libros sociales?	Si
Libro de Junta General de Accionistas, Libro de Admnistrador Único, Libro de Registro de Accionistas	

VII. DATOS DEL REGISTRO DE LA EMPRESA					
Nombre de la empresa	MIO3 MARKETS 1				
Naturaleza económica	COMERCIAL			Teléfono	7617-0771
Actividad económica	1: Actividades de servicios financieros, excepto la financiación de planes de seguros y de pensiones n.c.p.			Correo Notificación	legal@mio3.io
Dirección de la empresa	Calle Llama del Bosque, 69 #507, Edificio Avante, Santa Elena				
Departamento	LA LIBERTAD	Municipio	LA LIBERTAD ESTE	Distrito	ANTIGUO CUSCATLAN

Total de locales a registrar **1**

VIII. DATOS DEL DEPÓSITO DE BALANCE INICIAL	
¿Depositará Balance Inicial?	No

¡Importante! El formulario electrónico para el Balance Inicial se muestra por separado.

IX. PERSONA DESIGNADA POR LA JUNTA GENERAL DE ACCIONISTAS	
¿Designará persona autorizada para realizar actos por la Junta General de Accionistas?	No

X. NOTIFICACIONES	
Para recibir notificaciones:	Registrará correo de notificación alterno

DATOS DE LA PERSONA A NOTIFICAR			
Nombre	Alejandra Gomez	Correo electrónico	legal@mio3.io

CENTRO NACIONAL DE REGISTROS

REGISTRO DE COMERCIO

FORMATO: FE01	FORMULARIO DE CONSTITUCIÓN DE SOCIEDADES	No. gestión en	SF2026000865

XI. FORMA DE PRESENTACIÓN	
Modalidad	Presencial
Oficina donde presentará su trámite	San Salvador

DATOS DE LA PERSONA AUTORIZADA A RETIRAR			
Nombre	Jose Alejandro Rodriguez Gomar		
Tipo de identificación	DUI	Número de identificación	05896205-2

Declaro bajo juramento que la información y documentación proporcionada en este formulario es veráz so pena de las responsabilidades civiles, penales y administrativas que puedan ocasionar.

FIRMANTES		
Nombre Completo	Función	Firma
Jose Alejandro Rodriguez Gomar	Participante	

Lugar y fecha:	Antiguo Cuscatlán, La Libertad Este 14/01/26

DOY FE: Que la firma que antecede es **AUTÉNTICA**, por haber sido puesta a mi presencia de su puño y letra por **José Alejandro Rodríguez Gomar**, quien es de veintiséis años de edad, empleado, del domicilio de Antiguo Cuscatlán, departamento de La Libertad, persona a quien conozco e identifico mediante su Documento Único de Identidad número cero cinco ocho nueve seis dos cero cinco - dos, en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, Departamento de La Libertad, a los catorce días de enero de dos mil veintiséis.

LAURA ALEJANDRA GOMEZ POSADA
NOTARIO
República de El Salvador

REPÚBLICA DE EL SALVADOR

CENTRO NACIONAL DE REGISTROS

REGISTRO DE COMERCIO

CONSTITUCION de la Sociedad

REGISTRO DE COMERCIO: DEPARTAMENTO DE DOCUMENTOS MERCANTILES: SAN SALVADOR, a las doce horas y cincuenta y nueve minutos del día diecinueve de enero de dos mil veintiseis.

Inscríbase la anterior CONSTITUCION de la Sociedad MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE que se abrevia MIO3 MARKETS 1, S.A.S. DE C.V.; presentado en este Registro a las veinte horas y seis minutos del día catorce de enero de dos mil veintiseis, según asiento número 2026002205.

INSCRITO EN EL REGISTRO DE COMERCIO AL NUMERO 636 DEL LIBRO 4938 DEL REGISTRO DE SOCIEDADES FECHA DE INSCRIPCION: SAN SALVADOR, diecinueve de enero de dos mil veintiseis.
bc

Firmado Por: MARIA DEL CARMEN CHAVEZ
Cargo: REGISTRADOR AUXILIAR DE REGISTRO DE COMERCIO
2026/01/19 13:47:12-0600
Centro Nacional de Registros
Registro de Comercio

CNR Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

FORMULARIO DE MODIFICACIÓN DE SOCIEDAD S.A.S.

Datos de la sociedad

1) Denominación actual: MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE

2) Abreviatura: MIO3 MARKETS 1, S.A.S. DE C.V.

3) Número de Identificación Tributaria: 0623-190126-106-0

4) Datos del suscriptor:

Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
Julio Enrique	Váldes Rank	DUI	02275812-4	
Domicilio	**Nacionalidad**	**Profesión u oficio**	**Edad**	**Género**
Distrito de San Salvador y Capital de la República	Salvadoreña	Abogado y Notario	49	Masculino

Calidad en la que actúa (cite el órgano que lo autorizo o el antecedente de inscripción, según aplique)

Representante Legal	☒	N° de Libro:	4938	N° de inscripción:	636	Fecha de inscripción:	19 de enero de 2026		
Ejecutor designado	☐								
Ejecutor especial	☐	Tipo de junta:		N° Acta:		N° de punto de acta		Fecha de celebración:	

En el caso que la junta general en la que se nombró al ejecutor especial se haya asentado en el protocolo de Notario como lo establece el Art. 246 de Código de Comercio, debe relacionar la siguiente información:

Nombre de Notario:					
N° de escritura:		Fecha de otorgamiento:		Se tuvo a la vista certificación de Auditor	

5) Datos de la celebración de la Junta que acordó la modificación:

Tipo de Junta	Datos de la celebración de la junta.			Fecha de celebración de la junta	*Fecha de publicación de la convocatoria a junta (cuando aplique)
Extraordinaria	☐	N° de acta:			Circulación Nacional: / /
Mixta	☐	N° de punto:			Diario Oficial: / /
Accionista único	☒	N° de punto:	2	20 de marzo de 2026	

En el caso que la junta general se haya asentado la celebración en el protocolo de Notario como lo establece el Art. 246 de Código de Comercio, debe relacionar la siguiente información:

Nombre de Notario:					
N° de escritura:		Fecha de otorgamiento:		Se tuvo a la vista certificación de Auditor	
***Declaro que no se hicieron las convocatorias, por encontrarse reunidos los accionistas o representantes de todas las accciones como lo regula el Art. 233 del Código de Comercio.**					✔

CNR Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

CLÁUSULAS A MODIFICARSE	
III	III. ADMINISTRACIÓN Y REPRESENTACIÓN LEGAL. Por medio de Junta General de Accionista Único se acordó modificar el pacto social de la sociedad
	a efecto de cambiar el régimen de administración que fue establecido en el formulario de constitución, en ese sentido se acordó modificar el pacto social en lo
	referente al régimen de admnistración de la sociedad, para que la administración este confiada a una Junta Directiva compuesta por cinco directores y un
	suplente, los cuales se denominarán de la siguiente forma: Director Presidente, Primer Director Propietario, Segundo Director Propietario, Tercer Director
	Propietario Cuarto Director Propietario, y un Suplente, quienes durarán en sus funciones SIETE años, y la representación judicial, extrajudicial y uso de la firma
	social, estará confiada al Director Presidente, quien no requiere autorización de Junta Directiva para ejercer sus funciones.
	En virtud de dicha modificación del pacto social, se acuerda nombrar a la Junta Directiva de la sociedad por un periodo de SIETE AÑOS, contados a partir de
	la fecha del acuerdo de la junta, por lo que la Junta Directiva quedará compuesta de la siguiente manera: Director Presidente Julio Enrique Valdés Rank;
	Primer Director Propietario: Felipe Andrés Nuila Davenport; Segundo Director Propietario: José Alejandro Argumedo Bonet; Tercer Director Propietario:
	Óscar Armando Martínez Morales; Cuarto Director Propietario: José Antonio Suama Uribe; y Director Suplente: Carlos Ramón Avila Dada.
	Los miembros de la Junta Directiva aceptaron los cargos para los cuales fueron nombrados.
	Se acuerda que se reunan en un solo texto las cláusulas vigentes del pacto social, a fin de que la sociedad cuenta con un solo formulario el cual contenga
	integramente todas las clausulas que regiran a la sociedad.

* En caso de ser aumento o disminución de capital se debe relacionar el cumplimiento de formalidades que exige el Código de Comercio, en lo que corresponda.

Aumento de capital

Capital a aumentarse	Forma de realizar el aumento	Manera de pago del aumento	Certificación del Auditor cuando aplique	Fecha de publicaciones de aumento cuando aplique
Observaciones adicionales:				

Disminución de capital

Capital a disminuirse	Manera de la disminución	Fecha de publicaciones de la disminución	Certificación del Auditor	Se envió certificación a Superintendencia de Obligaciones Mercantiles:
Observaciones adicionales:				

Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

Redacción del nuevo texto de sociedad SAS

I. Denominación (si la denominación fue modificada, utilice la nueva denominación según el acuerdo relacionado anteriormente) : MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE

Abreviatura: MIO3 MARKETS 1, S.A.S. DE C.V.

(Debe ir seguida de las palabras Sociedad por Acciones Simplificada o de Capital Variable y su abreviatura S.A.S. o de C.V., según aplique)

II. Duración: Indeterminado (En caso que no se establezca esa se entenderá que es indeterminada)

III. Domicilio social:

Departamento La Libertad Municipio La Libertad Este Distrito: Antiguo Cuscatlán

(En caso que no se establezca el domicilio se entenderá que es del Municipio de San Salvador Centro, Departamento de San Salvador).

IV. Nacionalidad: Salvadoreña

V. Finalidad social: La Sociedad tendrá como finalidad actuar exclusivamente como un vehículo de propósito especial, cuya actividad comprende la estructuración, emisión, colocación, administración, gestión, garantía, pago y redención de activos digitales, incluyendo, sin limitarse a activos digitales de deuda, de ingresos, de propiedad o de participación, emitidos conforme a la Ley de Emisión de Activos Digitales, sus reglamentos y demás normativa aplicable con el objeto de levantar capital de inversionistas y destinar dicho capital al cumplimiento de su finalidad social y de las obligaciones asumidas frente a los titulares de dichos activos digitales. Para el cumplimiento de su finalidad, la Sociedad podrá: i) emitir, crear, estructurar, colocar, administrar, garantizar, pagar y *redimir activos digitales de cualquier naturaleza vinculados con su finalidad social; ii) adquirir, invertir, mantener, administrar, sustituir, reorganizar, disponer*, gravar y garantizar títulos valores, valores mobiliarios, instrumentos financieros, acciones, participaciones, bonos, notas, certificados, derivados, instrumentos estructurados y demás activos financieros tanto nacionales como internacionales, listados o no listados, negociados en mercados bursátiles o sistemas de negociación regulados o no regulados, actuando por cuenta propia o a través de brokers, custodios, intermediarios financieros o agentes debidamente autorizados, en El Salvador o en el extranjero; iii) constituir, otorgar, recibir y ejecutar garantías reales o personales, incluyendo, sin limitarse a, prendas, garantías financieras, contratos de control, cesiones en garantía, fideicomisos de garantía u otras figuras equivalentes tanto nacionales como internacionales, sobre activos digitales, títulos valores, carteras de activos, cuentas bancarias, cuentas de custodia o cuentas de corretaje, en favor de agentes de garantía, fiduciarios, representantes comunes o figuras similares; iv) adquirir, desarrollar, administrar, explotar, arrendar, dar en uso, gravar y enajenar bienes muebles e inmuebles, derechos reales, derechos personales y activos digitales vinculados directa o indirectamente a dichos bienes; v) celebrar contratos de intermediació corretaje, custodia, administración, agencia, mandato, tecnología, pago, garantía, servicios financieros, servicios digitales y cualquier otro contrato necesario para la ejecución de su finalidad social; vi) abrir, mantener y administrar cuentas bancarias, cuentas de custodia, cuentas de corretaje de valores, billeteras digitales y cualquier otra infraestructura financiera o tecnológica necesaria para su operación; vii) adquirir acciones, participaciones o intereses en otras sociedades, nacionales o extranjeras, siempre que dichas inversiones se encuentren directa o indirectamente vinculadas con su finalidad social; y en general, realizar todos los actos, contratos y operaciones civiles, mercantiles, financieras o administrativas que sean necesarios, convenientes, accesorios, complementarios o conexos para el cumplimiento de su finalidad social, tanto dentro como fuera del territorio de la República de El Salvador.

(En caso no se establezca una finalidad específica se entenderá que pueden realizar cualquier actividad lícita).

CNR Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

(La presente hoja puede ser reproducida las veces que sea necesaria, según la cantidad de accionistas)

VI. Información del o los accionistas:

Persona natural

N°	Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
	Domicilio	Nacionalidad	Profesión u oficio	Edad	Género
	N° de acciones suscritas	Monto pagado $ (cuando aplique):	Plazo del pago, (cuando aplique):	Forma de pago:	Clase y serie de acciones, (cuando aplique):

Persona jurídica

N°	Denominación			Abreviatura	
	MIO3 LATAM INVESTMENTS LIMITED			MIO3 LATAM INVESTMENTS LIMITED	
	Tipo de persona jurídica	NIT	Nacionalidad	Domicilio	
	Sociedad de Responsabilidad Limitada	9887-170424-101-5	Britanica	Islas Caiman	
	N° de acciones suscritas	Monto pagado $ en su caso:	Plazo del pago, (cuando aplique):	Forma de pago, (cuando aplique):	Clase y serie de acciones, (cuando aplique):
	1	$ 1		Efectivo	

(La presente hoja puede ser reproducida las veces que sea necesaria, según la cantidad de accionistas)

CNR Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

VII. Capital social: $1.00 **Capital mínimo:** $1.00
(Aplica al régimen de capital variable)

VIII. Número de acciones: 1 **Valor de las acciones:** $1.00
(Debe ser múltiplo de $1.00)

IX. Clases y series de acciones (si hubiere):

X. Derechos especiales a los accionistas minoritarios (cuando aplique):

XI. Estructura orgánica:

Junta General de Accionistas	◯	Accionista único	⦿

Facultades:

(Si no se consignan facultades y obligaciones se aplicarán todas las funciones previstas en el Código de Comercio para las sociedades anónimas).

XII. Régimen de administración:

☑ **Junta Directiva. Cargos:** Director Presidente, Primer Director Propietario, Segundo Director Propietario, Tercer Director Propietario Cuarto Director Propietario, y un Suplente.

N° Propietarios 5 **N° Suplentes** 1

☐ **Administrador único propietario y suplente.**

☐ **Administrador unipersonal.**

☐ **Otro tipo de administración:** **Cargos:**

N° Propietarios **N° Suplentes**

Periodo: SIETE AÑOS (en caso no se determine, será de forma indefinida)
Representación Legal: DIRECTOR PRESIDENTE (cargo de la administración que tendrá representación)
Conjunta ☐ **Separadamente** ☐ (cuando aplique)

Facultades y obligaciones de los miembros de la administración:

(Si no se consignan facultades y obligaciones se aplicarán todas las funciones previstas en el Código de Comercio para las sociedades anónimas)

Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

(La presente hoja puede ser reproducida las veces que sea necesaria, según los miembros de la administración)

XIII. Personas que conformarán la administración:

N°	Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
	Julio Enrique	Váldes Rank	DUI	02275812-4	
	Domicilio	**Nacionalidad**	**Profesión u oficio**	**Edad**	**Género**
	Distrito de San Salvador y Capital de la República, municipio de San Salvador	Salvadoreña	Abogado y Notario	49	Masculino
	Cargo	Director Presidente	**Representante Legal si/no**	SI	
	Facultades y obligaciones especiales				

N°	Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
	Felipe Andrés	Nuila Davenport	DUI	04497341-5	
	Domicilio	**Nacionalidad**	**Profesión u oficio**	**Edad**	**Género**
	Distrito de San Salvador y Capital de la República, municipio de San Salvador	Salvadoreña	Estudiante	34	Masculino
	Cargo	Primer Director Propietario	**Representante Legal si/no**	NO	
	Facultades y obligaciones especiales				

(La presente hoja puede ser reproducida las veces que sea necesaria, según los miembros de la administración)

Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

(La presente hoja puede ser reproducida las veces que sea necesaria, según los miembros de la administración)

XIII. Personas que conformarán la administración:

N°	Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
	José Alejandro	Argumedo Bonet	DUI	04013914-0	
	Domicilio	**Nacionalidad**	**Profesión u oficio**	**Edad**	**Género**
	Distrito de San Salvador y Capital de la República, municipio de San Salvador	Salvadoreña	Empresario	37	Masculino
	Cargo	Segundo Director Propietario	**Representante Legal sí/no**	NO	
	Facultades y obligaciones especiales				

N°	Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
	Óscar Armando	Martínez Morales	DUI	01645964-9	
	Domicilio	**Nacionalidad**	**Profesión u oficio**	**Edad**	**Género**
	Distrito de Nuevo Cuscatlán, municipio de La Libertad Este	Salvadoreña	Ingeniero Agrónomo	67	Masculino
	Cargo	Tercer Director Propietario	**Representante Legal sí/no**	NO	
	Facultades y obligaciones especiales				

(La presente hoja puede ser reproducida las veces que sea necesaria, según los miembros de la administración)

CNR Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

(La presente hoja puede ser reproducida las veces que sea necesaria, según los miembros de la administración)

XIII. Personas que conformarán la administración:

N°	Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
	José Antonio	Sauma Uribe	Pasaporte constarricense	B00608609	9411-100273-101-5
	Domicilio	**Nacionalidad**	**Profesión u oficio**	**Edad**	**Género**
	San José, Costa Rica	Constarricense	Empresario	53	Masculino
	Cargo	Cuarto Director Propietario		**Representante Legal si/no**	NO
	Facultades y obligaciones especiales				

N°	Nombres	Apellidos	Tipo de documento de identidad	N° de documento de identidad	NIT en el caso de extranjero
	Carlos Ramón	Dávila Dada	DUI	02599097-9	
	Domicilio	**Nacionalidad**	**Profesión u oficio**	**Edad**	**Género**
	Distrito de Antiguo Cuscatlán, municipio de La Libertad Este	Salvadoreña	Empleado	47	Masculino
	Cargo	Director Suplente		**Representante Legal si/no**	NO
	Facultades y obligaciones especiales				

(La presente hoja puede ser reproducida las veces que sea necesaria, según los miembros de la administración)

XIV. Causales de exclusión de accionistas (en su caso): ____________________

XV. Manera de hacer la distribución de utilidades y, en su caso, la aplicación de pérdidas, entre los accionistas (en su caso): ____________________

XVI. Modo de constituir reservas (en su caso): ____________________

XVII. Libros sociales (en su caso): Libro de Junta General de Accionistas, Libro de Administrador Único, Libro de Registro de Accionistas

XVIII. Auditoría (en su caso): ____________________

XIX. Cualquiera otra disposición que los socios o accionistas consideren pertinente y que no fuere en contrario a lo dispuesto por este Código y las leyes de la República de El Salvador: ____________________

Centro Nacional de Registros

GOBIERNO DE EL SALVADOR

XX. Resolución de Conflictos:

____

____

____

____

____

____

XXI. Declaró bajo juramento que se cumplió con todas las formalidades del tipo societario al que corresponde la sociedad que se modifica y que la información proporcionada en este formulario es veraz:

XXII. Medios de notificación. Correo electrónico fquintanilla@altalegal.com Teléfono 7868-8837

XXIII. Firma del suscriptor: ______________________

Lugar Distrito de Antiguo Cuscatlán, municipio de La Libertad Este **Fecha** 7 de mayo de 2026

En cumplimiento al artículo 100 del Código Municipal, debe adjuntar la solvencia municipal del domicilio de la sociedad.

Con base en lo establecido en el artículo 217 del Código Tributario la sociedad deberá encontrarse solvente de sus tributos.

Personas jurídicas extranjeras debe anexar copia de los documentos que acrediten la existencia de la sociedad en su país de origen. A las personas que ostenten la representación legal, no se requerirá si la personería ya se encuentra inscrita en el Registro de Comercio, lo mismo aplica a los que actúen a través de apoderado, representante legal o ejecutor especial.

DOY FE: que la firma puesta al pie del anterior documento es **AUTENTICA**, por haber sido puesta en mi presencia, de su puño y letra, por el señor **JULIO ENRIQUE VALDÉS RANK**, de cuarenta y nueve años de edad, Abogado y Notario, del domicilio del distrito de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, persona a quien conozco e identifico por medio de su Documento Único de Identidad y homologado con su Número de Identificación Tributaria número cero dos dos siete cinco ocho uno dos – cuatro. Distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, siete de mayo de dos mil veintiséis.

XIMENA SUAREZ GALLARDO
NOTARIO
República de El Salvador

GOBIERNO DE EL SALVADOR

CENTRO NACIONAL DE REGISTROS

No. 159464

2026031584

Registro de Comercio

EL INFRASCRITO REGISTRADOR DEL REGISTRO DE COMERCIO:

Informa que la presentación número 2026031584, del 22 de Abril de 2026, que corresponde al trámite de MODIFICACION DE SOCIEDAD Y ELECCION DE ADMINISTRACION de MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE, ha finalizado, quedando registrado bajo el número de asiento 718 del libro 4946, DEL REGISTRO DE SOCIEDADES, con fecha 15 de Mayo de 2026. Y para efectos de DESCARGA de la resolución electrónica de inscripción, deberá hacer uso del código QR asignado, se extiende el presente COMPROBANTE, en la ciudad de San Salvador, del 15 de Mayo de 2026.

Licda. Ucrania María Daniela Claros de Pleitez
REGISTRADOR

REGISTRO DE COMERCIO · DOCUMENTOS MERCANTILES · EL SALVADOR, C.A.

GOBIERNO DE EL SALVADOR

CENTRO NACIONAL DE REGISTROS

REPÚBLICA DE EL SALVADOR
CENTRO NACIONAL DE REGISTROS

REGISTRO DE COMERCIO
MODIFICACION DE SOCIEDAD Y ELECCION DE ADMINISTRACION

REGISTRO DE COMERCIO: DEPARTAMENTO DE DOCUMENTOS MERCANTILES: San Salvador, a las ocho horas y cuarenta y cinco minutos del día quince de mayo de dos mil veintiséis.

Inscríbase el anterior FORMULARIO DE MODIFICACION DE SOCIEDAD que contiene el Texto íntegro y la ELECCION DE JUNTA DIRECTIVA de MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE. DERECHOS: $6.00, comprobante de pago número 0514550029, del día siete de abril de dos mil veintiséis, DERECHOS: 6.00, comprobante de pago número 0515160570, del día catorce de mayo de dos mil veintiséis; presentado en este Registro a las catorce horas y cuarenta y ocho minutos, del día veintidós de abril de dos mil veintiséis, según asiento número 2026031584. La suscrita Registradora hace constar que: a) Se tuvo a la vista la constancia de Solvencia Tributaria por consulta en línea, correlativo 021191912 de fecha 12/05/2026 con vencimiento al 11/06/2026. b) Se tuvo a la vista solvencia de impuestos municipales, de conformidad con el art. 100 del Código Municipal, correlativo 0049375 de fecha 27/04/2026 extendida por Alcaldía Municipal de Antiguo Cuscatlán, La Libertad.

INSCRITO EN EL REGISTRO DE COMERCIO AL NUMERO 718 DEL LIBRO 4946 DEL REGISTRO DE SOCIEDADES FECHA DE INSCRIPCION: San Salvador, quince de mayo de dos mil veintiséis.

Firmado Por: UCRANIA MARLA DANIELA CLAROS DE PLEITEZ
Cargo: REGISTRADOR AUXILIAR DE REGISTRO DE COMERCIO
2026/05/15 08:48:57-0600
Centro Nacional de Registros
Registro de Comercio

ANNEX V.

CONFLICT OF INTEREST POLICY AND INSIDER INFORMATION POLICY.

Política de Conflicto de Interés

Número de documento: 01-PCI-MM

Nombre de la empresa:	MIO3 MARKETS 1, S.A.S de C.V.
Fecha de entrada en vigencia:	24 de enero de 2026
Fecha de última revisión:	28 de enero de 2026
Fecha de próxima revisión:	5 de diciembre de 2026
Persona Designada para su Ejecución	Julio Enrique Valdés Rank

Descripción general

La presente Política de Conflicto de Interés establece el marco interno para prevenir, identificar, declarar, gestionar y comunicar conflictos de interés reales, potenciales o aparentes que puedan afectar la objetividad, independencia y diligencia en la toma de decisiones dentro de MIO3 MARKETS 1, S.A.S. de C.V.

Para efectos de esta política, se entenderá como conflicto de interés toda situación en la que el juicio o actuación de una persona, respecto de su responsabilidad primaria, pueda ser influido indebidamente por un interés económico, laboral, personal, profesional o familiar, en contravención de sus obligaciones y con potencial impacto en la organización, clientes o usuarios.

Esta política se integra al marco de gobernanza, integridad y control interno de la compañía y es obligatoria para todas las personas sujetas a su aplicación.

Objetivo

Establecer las disposiciones generales para la prevención, detección, gestión y comunicación de conflictos de interés que pudieran presentarse entre accionistas, administradores/miembros del órgano de dirección (según aplique), empleados y terceros vinculados a MIO3 MARKETS 1, S.A.S. de C.V., conforme a la normativa aplicable y a los principios de integridad y transparencia corporativa.

Principios rectores

Estos principios aplican a todas las personas y entidades que mantengan relación con MIO3 MARKETS 1 o participen en sus procesos:

- Integridad: Toda decisión debe tomarse priorizando el interés de la empresa, sus clientes y usuarios.
- Transparencia: Todo conflicto real o potencial debe declararse oportunamente.
- Independencia: Ningún individuo podrá influir o participar en decisiones donde exista conflicto de interés.
- Trazabilidad: todo conflicto reportado debe documentarse y cerrarse formalmente.

Alcance

Aplica a todas las actividades y procesos, incluyendo (enunciativo, no limitativo):

- Contratación de personal y proveedores, compras y pagos.
- Aprobaciones de operaciones, acuerdos comerciales, listados, promociones, comisiones y estructura de tarifas.
- Asignación de clientes/cuentas, priorización de órdenes, ejecución o ruteo de operaciones.
- Decisiones societarias, financieras y estratégicas.

Sujetos obligados

Esta política aplica, sin excepción, a:

- Accionistas, administradores, miembros del órgano de dirección o gobierno (cuando existan), apoderados.
- Empleados, contratistas, consultores, personal temporal.
- Terceros/proveedores cuando participen en procesos sensibles o tengan acceso a información o decisiones relevantes (bajo cláusulas contractuales).

Los sujetos obligados deben:

- Actuar con integridad y diligencia, priorizando el interés de la compañía y usuarios.
- Declarar conflictos de interés de inmediato.
- Abstenerse de intervenir en decisiones afectadas mientras se analiza el caso

Responsabilidades

Accionistas, directores y empleados: Declarar conflictos y abstenerse de participar en decisiones afectadas.

Órgano de dirección: Resolver o dictar medidas cuando el conflicto involucre asuntos societarios, estratégicos o de alta administración.

Responsable designado: Recibir reportes, documentarlos, evaluar el caso, definir medidas de mitigación y coordinar comunicaciones necesarias con la CNAD cuando aplique.

Situaciones de Conflicto de Interés

Corresponden a situaciones que por sus características son altamente susceptibles de generar conflictos de interés. En virtud de tal razón, para evitar incumplimientos legales y a las políticas internas, y contribuir a mantener la transparencia en el desarrollo de los negocios, se dictan de forma enunciativa las siguientes prácticas prohibidas:

- Ningún empleado, directivo o tercero vinculado puede ofrecer o recibir gratificaciones personales, regalos, comisiones, atenciones o cualquier otra forma de remuneración o beneficio para adquirir o influir un negocio o compromiso que involucre a **MIO3 MARKETS 1, S.A.S. de C.V.**

- No se deben adquirir compromisos que comprometan a **MIO3 MARKETS 1, S.A.S. de C.V.** sin la debida autorización previa de los **Inversionistas**, cuando dicha autorización resulte exigible conforme a los instrumentos aplicables.

- Suscribir compromisos sin que estén expresamente acordados y sin que se haya divulgado o comunicado la información de dichos compromisos a los inversionistas, cuando corresponda.

- Realizar gastos fuera de la finalidad exclusiva de la sociedad y sin que estos gastos estén registrados oportuna y exactamente.

- Realizar acciones que estén en contra de los estatutos, procedimientos y controles de la empresa, así como de los requerimientos de seguridad establecidos para la información.

- Ejecutar instrucciones que sean contrarias a la regulación vigente o a las sanas prácticas de mercado y, en su caso, no informar de ello a la Alta Gerencia y a los inversionistas cuando aplique.

- Atraer a clientes potenciales o conservar los actuales, otorgando beneficios no permitidos por la normativa vigente o por políticas internas.

- Difundir al público datos incorrectos o exagerados acerca del desempeño, productos, operaciones o condiciones ofrecidas por la sociedad.

- Utilizar medios fraudulentos, antiéticos, engañosos o ilegítimos para colocarse en situación de ventaja, en perjuicio de los inversionistas y de los intereses de la sociedad.

- Incurrir en prácticas, transacciones u otorgar garantías sin la autorización de los inversionistas que puedan poner en riesgo su propia situación financiera o la de la sociedad, cuando dicha autorización sea requerida.

Gestión y Resolución de Conflictos de Interés

En caso de que se presente o pueda presentarse una situación que genere un conflicto de interés, los sujetos involucrados deberán informar de inmediato a la Alta Gerencia y/o al Responsable designado.

Si la situación involucra a miembros de la Administración, deberá informarse también a los Inversionistas, a fin de que puedan adoptarse las medidas correctivas que correspondan para remediar o mitigar el conflicto identificado.

El sujeto involucrado deberá abstenerse de participar en todo análisis, deliberación o decisión relacionada con la materia objeto del conflicto, hasta tanto se adopte una resolución definitiva conforme a lo previsto en la presente Política.

Cuando el conflicto sea de naturaleza material, o pueda afectar de manera significativa los intereses de la sociedad o de los inversionistas, la continuidad de la operación o decisión involucrada deberá someterse a votación de los inversionistas no relacionados con el conflicto, quienes determinarán, por mayoría simple, si la operación podrá continuar o deberá suspenderse.

La Administración deberá proporcionar a los inversionistas toda la información relevante, suficiente, verificable y oportuna que les permita adoptar una decisión informada, conforme a los principios de transparencia, equidad y buena fe.

Las decisiones adoptadas por los inversionistas serán vinculantes para la Administración y la Sociedad, y deberán documentarse formalmente, dejando constancia de los votos emitidos y las medidas adoptadas.

En ningún caso se considerará que el cumplimiento de las obligaciones derivadas de los instrumentos suscritos con inversionistas o el ejercicio de los derechos conferidos en virtud de dichos instrumentos constituya una situación de conflicto de interés, ni que tales actos estén sujetos al procedimiento de decisiones discrecionales establecido en esta cláusula.

Aprobado Por:

Julio Enrique Valdés Rank

Julio Enrique Valdés Rank
Administrador Único
MIO3 MARKETS 1, S.A.S de C.V.

Código de Conducta y Política de Manejo de Información Privilegiada

Número de documento: 01-CCPIP-MM

Nombre de la empresa:	MIO3 MARKETS 1, S.A.S de C.V.
Fecha de entrada en vigencia:	25 de enero de 2026
Fecha de última revisión:	29 de enero de 2026
Fecha de próxima revisión:	5 de diciembre de 2026
Persona Designada para su Ejecución	Julio Enrique Valdés Rank

Descripción general

El presente Código de Conducta y Política de Manejo de Información Privilegiada (en adelante, la “Política”) establece los principios éticos, normas de comportamiento y disposiciones relativas al uso y protección de la información confidencial y privilegiada dentro de MIO3 MARKETS 1, S.A.S. de C.V. (en adelante, la “Sociedad”).

La Política tiene como finalidad promover una cultura corporativa basada en la integridad, transparencia, responsabilidad y seguridad de la información, garantizando que toda información relevante se comunique de forma adecuada y oportuna, evitando ventajas indebidas o asimetrías informativas. Ninguna persona podrá utilizar información privilegiada en beneficio propio o de terceros.

Objetivo

Establecer las disposiciones y lineamientos internos para la identificación, uso, protección, divulgación, registro y reporte de la información privilegiada dentro de MIO3 MARKETS 1, S.A.S. de C.V., en cumplimiento de los artículos aplicables del Reglamento de Registro de Emisores y Emisiones Públicas y Privadas de la Comisión Nacional de Activos Digitales (CNAD), incluyendo lo relativo a la definición de información privilegiada y deberes de divulgación y reporte.

Alcance

Esta Política es obligatoria para cualquier persona o entidad, interna o externa, que por su posición, función o relación con la Sociedad tenga acceso a información sensible, confidencial o no pública, incluyendo: accionistas, miembros del órgano de dirección/administración (según aplique), colaboradores, asesores, contratistas, consultores, proveedores y terceros autorizados.

Definiciones

- Accionistas: Propietarios de acciones de la Sociedad.

- Alta Gerencia: El Administrador / representante legal de la Sociedad, así como cualquier persona que, aun temporalmente, cumpla funciones ejecutivas o de representación.

- Colaboradores: Empleados, asesores, contratistas o cualquier persona que preste servicios a la Sociedad bajo relación de subordinación o dependencia, o equivalente contractual.

- Información Privilegiada: Cualquier dato, hecho o circunstancia no pública, específica y relevante, referida directa o indirectamente a la Sociedad o a sus activos digitales (o instrumentos vinculados), que de hacerse pública pueda influir de manera significativa en el valor, precio, percepción del mercado o decisiones de inversión, conforme a la definición aplicable del Reglamento.

- Información Relevante: Toda aquella información necesaria para que los inversionistas cuenten con una comprensión completa y precisa del estado de la Sociedad, conforme a los deberes de divulgación aplicables.

- Sujetos obligados: Accionistas, colaboradores, directivos y terceros que tengan acceso a información sensible o confidencial de la Sociedad.

Principios Éticos y Conducta Esperada

Estos principios aplican a todas las personas y entidades que mantengan relación con MIO3 MARKETS 1 o participen en sus procesos:

- Actuar con honestidad, respeto y transparencia.
- Proteger la confidencialidad e integridad de la información bajo su custodia.
- Reportar de forma inmediata cualquier riesgo, irregularidad o incidente de seguridad.
- Cumplir con las normas internas, la legislación vigente y los controles establecidos de seguridad de la información.

Comportamientos Prohibidos

Constituyen infracciones a esta Política:

- La divulgación, uso indebido o manipulación de información confidencial o privilegiada.
- La obtención de beneficios personales o para terceros mediante información no pública.
- El acceso o modificación no autorizada de sistemas, registros o activos digitales.

Política sobre Información Privilegiada

1. Definición y alcance específico

Se considera información privilegiada toda aquella que, de divulgarse, pueda afectar el valor, precio o condiciones de los activos digitales o instrumentos vinculados, o influir en las decisiones de inversión relacionadas con la Sociedad o sus proyectos.

A modo enunciativo, puede incluir: resultados financieros o proyecciones no divulgadas, contratos, alianzas o proyectos estratégicos, cambios en la estructura accionaria o administrativa, y procesos regulatorios o de certificación en curso.

2. Principios rectores para el manejo de información privilegiada

- Confidencialidad: Mantener reserva estricta sobre la información privilegiada.
- Integridad: Garantizar que la información no sea alterada o utilizada indebidamente.
- Disponibilidad controlada: Asegurar que solo las personas autorizadas accedan a ella (need-to-know).

3. Controles y seguridad de la información

La Sociedad implementará controles razonables para la protección de la información privilegiada y confidencial, contemplando, entre otros:

- Políticas de seguridad revisadas y aprobadas por la Alta Gerencia.
- Segregación de funciones para evitar abuso, fraude o conflictos.
- Principio de mínimo privilegio (accesos limitados por roles y funciones).
- Autenticación robusta para sistemas críticos, cuando aplique.
- Transferencia segura de información mediante canales adecuados y, cuando corresponda, cifrados.
- Protección de registros: almacenamiento seguro, control de acceso y eliminación segura cuando proceda.

Clasificación de la información

Toda la información manejada por la Sociedad se clasifica de acuerdo con su sensibilidad e impacto ante divulgación no autorizada, incluyendo:

i) Pública: información que puede divulgarse sin restricciones.

ii) Restringida: información de uso interno, accesible solo para personal autorizado.

iii) Confidencial: información crítica cuya divulgación puede comprometer operaciones, secretos comerciales o cumplimiento legal.

Prevención

Estas medidas buscan salvaguardar la integridad de la información no pública y asegurar la equidad del mercado:

- Toda persona con acceso a información no pública deberá tratarla como confidencial y limitar su uso estrictamente a fines autorizados.
- Ningún empleado, directivo o accionista podrá comprar, vender u ordenar transacciones relacionadas con activos digitales o instrumentos vinculados, si posee información privilegiada.
- Se prohíbe compartir información privilegiada con terceros salvo que sea estrictamente necesario para funciones internas autorizadas y bajo controles de confidencialidad.

Detección

Un posible incidente de manejo indebido de información privilegiada puede detectarse por:

- Auto-reporte del involucrado.
- Observación de un tercero.
- Revisión del responsable designado para estos temas.

Toda sospecha debe comunicarse conforme a esta Política.

Gestión y restricciones

Cuando una persona tenga acceso a información privilegiada:

- Tiene prohibido realizar cualquier operación de compraventa u ordenar operaciones relacionadas con activos digitales o instrumentos vinculados de la Sociedad, mientras la información no sea pública.
- Tiene prohibido recomendar, inducir o sugerir a terceros la realización de operaciones basadas en esa información.
- Deberá limitar el acceso y manejo de la información a lo estrictamente necesario para el desempeño de sus funciones, conforme al principio “need-to-know”.

Si una persona recibe o es expuesta a información privilegiada de forma accidental deberá:

- Informar inmediatamente al responsable designado.
- Abstenerse de realizar cualquier operación relacionada con los activos digitales o instrumentos vinculados.
- Seguir las medidas que la Sociedad determine para mitigar el riesgo y documentar el incidente.

La Sociedad podrá aplicar medidas razonables y proporcionales para mitigar el riesgo de uso indebido o filtración, incluyendo restricciones de acceso, separación de funciones, reasignaciones temporales y revisiones independientes.

Comunicación

Conforme a los deberes de divulgación aplicables, la Sociedad deberá divulgar de forma completa y precisa toda información relevante que pueda influir en decisiones de inversión, evitando la retención selectiva de información material.

En caso de filtración, divulgación no autorizada o fuga de información privilegiada, la Sociedad deberá tomar las acciones correspondientes para gestionar el incidente y, cuando aplique, divulgar la información al mercado a la brevedad posible conforme a los lineamientos regulatorios.

Reporte interno y a la CNAD (cuando aplique)

Todo incidente, sospecha o exposición accidental deberá reportarse inmediatamente al jefe inmediato y/o al responsable designado por la Sociedad para estos temas.

Cuando la normativa lo exija, el uso indebido de información privilegiada o incidentes relevantes deberán ser notificados a la CNAD conforme a las disposiciones aplicables.

Registro

La Sociedad llevará un registro interno de incidentes relacionados con información privilegiada reportados, indicando:

- Fecha del reporte
- Personas involucradas
- Descripción
- Medidas aplicadas
- Cierre del caso

Sanciones

El uso indebido de información privilegiada constituye una infracción grave que dará lugar a medidas disciplinarias internas y, cuando corresponda, a la notificación obligatoria a la CNAD conforme a la normativa aplicable.

Revisión y actualización

La presente Política será revisada al menos anualmente o cada vez que se produzcan cambios regulatorios, tecnológicos o estructurales relevantes. Cualquier modificación deberá ser aprobada por el órgano competente de la Sociedad y comunicada formalmente a los sujetos obligados.

Aprobado Por:

Julio Enrique Valdés Rank

Julio Enrique Valdés Rank
Administrador Único
MIO3 MARKETS 1, S.A.S de C.V.

ANNEX VI.

POLICIES ON REFERENCE ASSET ELIGIBILITY CRITERIA AND RISK ANALYSIS REPORT.

POLÍTICA DE CRITERIOS DE ELEGIBILIDAD DE ACTIVOS DE REFERENCIA

Programa de Emisión de Activos Digitales de Ingreso de oferta pública “tSTOCKS, tETF o tBOND”, denominado “TOHKN US PUBLIC MARKETS”

1. Objetivo

La presente Política de Criterios de Elegibilidad (la “Política”) establece los criterios generales y específicos aplicables a los Activos de Referencia elegibles dentro del Programa, incluyendo acciones (“Stocks”), Exchange Traded Funds (“ETFs”) y bonos corporativos o soberanos.

Todos los Activos de Referencia deberán cumplir con los criterios generales establecidos en esta Política, así como con los criterios específicos aplicables según su categoría de activo.

2. Criterios Generales de Elegibilidad

Todo Activo de Referencia deberá cumplir con los siguientes requisitos generales:

2.1 Constitución y Situación Legal:

- El activo deberá ser emitido por entidades debidamente constituidas y en buen estado legal conforme a las leyes de su jurisdicción de origen.

2.2 Solvencia y Reestructuración:

- El emisor del Activo de Referencia no deberá haber sido objeto reciente de procesos de insolvencia, quiebra o reestructuración, salvo en los casos permitidos por la normativa aplicable o las reglas del mercado correspondiente.

2.3 Transferibilidad y Negociación:

- El activo deberá ser plenamente transferible y negociable en mercados públicos.

2.4 Cumplimiento Regulatorio:

- El activo deberá cumplir con todas las leyes de valores aplicables en los Estados Unidos de América, incluyendo normativa federal y estatal.

2.5 Requisitos de Mercado:

- El activo deberá cumplir con las reglas y estándares de listado del mercado correspondiente, incluyendo obligaciones de divulgación continua y gobierno corporativo cuando resulten aplicables.

2.6 Custodia y Operatividad:

- El activo deberá poder ser adquirido, mantenido, custodiado y realizado a través del Agente Corredor de Bolsa designado.

2.7 Verificación de Precio:

- El activo deberá contar con precios o valores objetivamente verificables a través de fuentes de mercado reconocidas y públicamente disponibles.

2.8 Restricciones Legales:

- El activo no deberá estar sujeto a restricciones legales o contractuales que impidan su negociación, liquidación o afectación al Paquete de Garantía.

2.9 Condiciones Operativas y Regulatorias:

- El activo deberá cumplir con todas las condiciones operativas y regulatorias aplicables al Programa.

2.10 Liquidez:

- El activo deberá mantener condiciones razonables de liquidez, volumen de negociación y formación de precio conforme a prácticas de mercado institucionales.

<u>3. Criterios Específicos de Elegibilidad por Tipo de Activo de Referencia</u>

3.1 Stocks (Acciones):

Serán elegibles aquellas acciones de emisores que formen parte del Russell 3000 Index, o de cualquier índice sucesor o equivalente que aplique criterios sustancialmente similares en términos de capitalización bursátil, free float y liquidez.

Adicionalmente, deberán cumplir con los siguientes criterios:

3.1.1 Mercado y Cotización:

- Estar listadas y negociadas en un mercado regulado de los Estados Unidos de América.
- Cotizar exclusivamente en bolsas elegibles, incluyendo principalmente pero no limitadas al:
  - New York Stock Exchange (NYSE)
  - NASDAQ
- No serán elegibles valores OTC (Over-the-Counter), Pink Sheets ni acciones de mercados no regulados o poco regulados.

3.1.2 Precio Mínimo

- La acción deberá mantener un precio igual o superior a USD $1.00 por acción.

3.1.3 Capitalización Bursátil

- El emisor de las acciones deberá mantener una capitalización bursátil mínima aproximada de USD $100 milliones, utilizando metodología de “float-adjusted market capitalization”.

3.1.4 Free Float

- La acción deberá mantener un free float adecuado para negociación institucional. Participaciones estratégicas, gubernamentales o controladas se excluirán del cálculo de capitalización ajustada.

3.1.5 Liquidez y Negociación

La acción deberá:

- Mantener negociación continua en aproximadamente el 95% o más de los días bursátiles relevantes;
- Mantener volumen promedio diario suficiente para estándares institucionales;
- Contar con profundidad adecuada de mercado y spreads razonables.

3.1.6 Clasificación del Emisor del Activo de Referencia

El emisor del Activo de Referencia deberá ser considerado una compañía estadounidense conforme a criterios de:

- Sede principal;
- Operaciones;
- Fuente de ingresos; y
- Principal mercado de cotización;

3.1.7 Exclusiones

No serán elegibles:

- Penny Stocks;
- compañías en bancarrota, Chapter 11 o insolvencia;
- SPACs;
- Preferred shares;
- Warrants;
- ADRs (American Depositary Receipts);
- Vehículos estructurados similares.

3.1.8 Instrumentos Elegibles

Serán elegibles:

- Common Stock; y

- Ciertos REITs (Real Estate Investment Trusts)

3.1.9 Estándares Institucionales

La acción deberá contar con características adecuadas para inversión institucional, incluyendo:

- Estabilidad de negociación,
- Profundidad del libro de órdenes,
- Adecuada dispersión accionaria, y
- Capacidad de absorber flujos relevantes durante rebalanceos de mercado.

3.2 ETFs

Serán elegibles aquellos ETFs que cumplan con los siguientes requisitos:

3.2.1 Registro Regulatorio

- Estar registrados conforme a la normativa aplicable en los Estados Unidos de América, incluyendo, cuando corresponda, el Investment Company Act of 1940.

3.2.2 Activos Bajo Administración

- Mantener activos bajo administración (AUM) no inferiores a USD $100,000,000.

3.2.3 Mercados Elegibles

Encontrarse admitidos a negociación en mercados organizados y regulados, incluyendo, pero no limitados a:

- NYSE Arca,
- Nasdaq, y
- Cboe BZX.

3.2.4 Requisitos Operativos Mínimos

El ETF deberá cumplir con:

- Mínimo de 100,000 acciones en circulación;
- Activos iniciales no menores a USD $2.5 millones;

3.2.5 Cumplimiento SEC

Operar bajo la Regla 6c-11 de la SEC y cumplir con:

- Transparencia diaria del portafolio;
- Cálculo diario del NAV;

- Mecanismos claros de creación y redención; y
- Controles regulatorios y medidas anti-manipulación.

3.3 Bonos Corporativos o Soberanos

Serán elegibles aquellos instrumentos que cumplan con los siguientes criterios:

3.3.1 Inclusión en Índices Reconocidos

Formar parte de alguno de los siguientes índices o índices similares:

- Bloomberg U.S. Aggregate Bond Index;
- ICE BofA U.S. Corporate Index; o
- Indices sucesores o equivalentes ampliamente reconocidos.

Alternativamente, podrán ser elegibles instrumentos que cumplan criterios sustancialmente similares de:

- Calidad crediticia;
- Liquidez;
- Transparencia de precios; y
- Negociación en mercados regulados.

3.3.2 Calificación Crediticia

- Los instrumentos deberán contar con una calificación crediticia no inferior a la calificación soberana del país del Emisor del Programa de Emisión de Activos Digitales de Ingreso, emitida por al menos una agencia calificadora reconocida internacionalmente. Este requisito podrá exceptuarse cuando la elegibilidad derive directamente de la inclusión del instrumento en uno de los índices anteriormente indicados.

4. Discrecionalidad y Supervisión

El Programa podrá establecer procedimientos internos adicionales de revisión, monitoreo continuo y exclusión de activos cuando existan eventos que afecten:

- Liquidez,
- Negociación,
- Cumplimiento regulatorio,
- Riesgo operativo,
- Transparencia de precios, o
- Elegibilidad institucional del Activo de Referencia.

5. Interpretación

La presente Política tendrá carácter complementario, operativo e interno respecto de los criterios de elegibilidad establecidos en el Documento de Información Relevante del Programa (“DIR”). En consecuencia, su interpretación y aplicación deberá efectuarse en todo momento de manera consistente con el DIR, sin ampliar, modificar, sustituir o contradecir los criterios, límites, condiciones, restricciones o parámetros de elegibilidad previstos en dicho documento. En caso de conflicto, discrepancia, ambigüedad o diferencia interpretativa entre esta Política y el DIR, prevalecerá en todos los casos el criterio más restrictivo.

REPORTE DE ANÁLISIS DE RIESGO

Índices de Referencia de Mercado EE.UU.

Russell 3000 Index | Bloomberg U.S. Aggregate Bond Index

Mayo 2026

AVISO LEGAL

El presente reporte se incorpora exclusivamente como anexo técnico de apoyo a la Política de Criterios de Elegibilidad del Programa de Emisión de Activos Digitales de Ingreso US PUBLIC MARKETS. Su contenido tiene carácter informativo y se basa en datos históricos, fuentes de mercado, metodologías de terceros y estimaciones disponibles a la fecha de elaboración.

Este reporte no constituye asesoría de inversión, recomendación, oferta, invitación, juicio de valor ni garantía respecto de la conveniencia, rentabilidad, seguridad o desempeño futuro de ningún Activo de Referencia, Token de Ingreso o instrumento financiero. El desempeño histórico y las métricas de riesgo incluidas no garantizan resultados futuros ni eliminan la posibilidad de pérdidas parciales o totales.

Cada inversionista deberá tomar su decisión de inversión de forma independiente, bajo su exclusiva responsabilidad, a su propio riesgo y de acuerdo con su apetito de riesgo, con base en la información que estime relevante, incluyendo la asesoría profesional independiente que considere necesaria.

1. Resumen Ejecutivo

El presente reporte analiza en profundidad el perfil de riesgo de dos de los índices de referencia más importantes del mercado estadounidense: el **Russell 3000 Index**, que representa las 3,000 acciones públicas más grandes por capitalización de mercado en EE.UU. [1], y el **Bloomberg U.S. Aggregate Bond Index**, referente de la renta fija investment-grade. [3] El análisis comprende múltiples dimensiones de riesgo: mercado, crédito, liquidez, duración, concentración y riesgo sistémico.

Dimensión	Russell 3000	Bloomberg U.S. Agg
Tipo de activo	Acciones	Renta Fija (Bonos)
Volatilidad anual	~18%	~4.5%
Retorno anual histórico	~10.5%	~4.5%
Max. Drawdown	-57% (2008-09)	-18% (2022)
VaR 95% mensual	~-8%	~-2%
Riesgo principal	Mercado / Ciclo económico	Tasas de interés / Inflación

Nota: [4][5] Hallazgos clave: La correlación histórica entre ambos índices es baja o negativa (~-0.15), lo que los convierte en complementos eficaces para la diversificación de cartera bajo el paradigma clásico 60/40. Sin embargo, esta relación se rompe en contextos de inflación elevada, como evidenció 2022, cuando ambos activos registraron pérdidas simultáneas y significativas.

2. Descripción de los Índices

2.1 Russell 3000 Index

El Russell 3000 es administrado por FTSE Russell (London Stock Exchange Group) y representa aproximadamente el 98% de la capitalización bursátil total del mercado de acciones de Estados Unidos. Incluye a las 3,000 empresas públicas más grandes por capitalización de mercado, abarcando large-cap, mid-cap y small-cap. [1][15]

Característica	Detalle
Administrador	FTSE Russell (London Stock Exchange Group)
Número de componentes	~3,000 empresas cotizadas en EE.UU.
Capitalización cubierta	~98% del mercado accionario total de EE.UU.
Metodología de ponderación	Capitalización de mercado flotante ajustada
Rebalanceo	Semestral desde 2026 (junio y diciembre)
Sectores principales	Tecnología (30.3%), Financiero (13.1%), Industrial (10.3%), Salud (10.0%)
Subíndices derivados	Russell 1000 (large-cap), Russell 2000 (small-cap)
Moneda base	USD

2.2 Bloomberg U.S. Aggregate Bond Index

El Bloomberg U.S. Aggregate Bond Index ("Agg") es el índice de referencia por excelencia para la renta fija investment-grade denominada en dólares. Cubre bonos del gobierno, corporativos, titulizados (MBS/ABS) y de agencias gubernamentales. [3]

Característica	Detalle
Administrador	Bloomberg Index Services
Número de instrumentos	~13,000 valores de renta fija
Calificación mínima	Investment Grade (BBB-/Baa3 o superior)
Vencimiento mínimo	1 año hasta vencimiento
Composición aproximada	Tesoros EE.UU. ~43%, MBS ~27%, Corporativos ~24%, Agencias ~6%
Duración modificada	~6.1 años
Rebalanceo	Mensual (primer día hábil)
Moneda base	USD

3. Análisis de Riesgo de Mercado

3.1 Volatilidad

La volatilidad es la medida primaria del riesgo de mercado y expresa la dispersión de los retornos respecto a su media. Se mide como desviación estándar de los retornos diarios anualizados. [4]

Periodo	Russell 3000	Bloomberg Agg	Diferencial
Largo plazo (30 años)	~18.0%	~4.5%	13.5 pp
Década 2010-2019	~14.0%	~3.2%	10.8 pp
Década 2000-2009	~22.0%	~4.8%	17.2 pp
2020 (COVID-19)	~34.0%	~6.5%	27.5 pp
2022 (subida de tasas)	~24.0%	~8.0%	16.0 pp
2023-2024 (normalización)	~15.0%	~5.0%	10.0 pp

Fuente: Bloomberg Terminal / iShares IWV Fact Sheet (BlackRock). Volatilidades anualizadas calculadas sobre retornos diarios. [4]

3.2 Value at Risk (VaR)

El VaR cuantifica la pérdida máxima esperada en un nivel de confianza dado y un horizonte temporal determinado. Se presentan tres metodologías complementarias: [5]

Metodología / Horizonte	Russell 95%	Russell 99%	Agg 95%	Agg 99%
VaR Diario (Histórico)	-1.8%	-3.2%	-0.45%	-0.80%
VaR Mensual (Histórico)	-8.0%	-13.5%	-2.0%	-3.5%
VaR Anual (Histórico)	-25.0%	-38.0%	-6.5%	-10.5%
CVaR / Expected Shortfall 95%	-2.9%	-4.5%	-0.72%	-1.20%

Con un índice de confianza del 95%, se espera una pérdida máxima de -25% anual en el Russell 3000 mientras que en Bloomberg U.S. Aggregate Bond se espera una pérdida máxima de -6.5%. Con un índice de confianza del 99%, se espera una pérdida máxima de -38% anual en el Russell 3000 mientras que en Bloomberg U.S. Aggregate Bond se espera una pérdida máxima de -10.5%.

Nota: El CVaR (Expected Shortfall) representa la pérdida promedio en los escenarios que exceden el VaR, siendo una medida más robusta para riesgos de cola. El Russell 3000 exhibe colas notablemente más pesadas, lo que justifica el uso del CVaR como métrica complementaria.

3.3 Drawdown Máximo y Recuperación

El drawdown máximo mide la caída desde el pico previo hasta el valle más bajo antes de una recuperación. Es una métrica crítica para inversores con horizontes de largo plazo. [6]

Evento	Inicio	Valle	Dur. Caída	Dur. Recup.	R3000 | Agg
Burbuja tecnológica	Mar 2000	Oct 2002	~30 meses	~55 meses	-49% | -2%
Crisis financiera global	Oct 2007	Mar 2009	~17 meses	~50 meses	-57% | -4%
Pandemia COVID-19	Feb 2020	Mar 2020	~1 mes	~5 meses	-35% | +2%
Subida de tasas Fed 2022	Ene 2022	Oct 2022	~9 meses	~18 meses	-25% | -18%
Flash Crash	May 2010	May 2010	<1 día	<1 mes	-7% | -0.5%

El dato más crítico de esta tabla es la asimetría entre caída y recuperación: el Russell 3000 tardó más de cuatro años en recuperarse de la crisis de 2008 tras perder el 57% de su valor. En 2022 se rompió el patrón histórico de correlación negativa: ambos índices cayeron simultáneamente ante la presión inflacionaria y la subida agresiva de tasas por parte de la Reserva Federal (de 0.25% a 5.50% en 16 meses).

4. Riesgo de Tasa de Interés

4.1 Sensibilidad al Nivel de Tasas — Bloomberg U.S. Agg

La duración modificada mide la sensibilidad del precio de un bono a cambios en las tasas de interés. Para el Bloomberg Agg, con duración modificada de ~6.1 años, el impacto estimado de movimientos en tasas es el siguiente: [3]

Cambio en tasa (pb)	Impacto en precio (Agg)	Impacto en precio (R3000)
+ 200 pb (subida severa)	-12.2%	-12% a -20%
+ 100 pb (subida moderada)	-6.1%	-6% a -12%
+ 50 pb (subida leve)	-3.0%	- 3% a -6%
Sin cambio (0 pb)	0.0%	0.0%
- 50 pb (baja leve)	+3.0%	+2% a +5%
- 100 pb (baja moderada)	+6.1%	+5% a +10%

La lectura más importante de esta tabla es la columna de impacto en el Bloomberg Agg: con una duración modificada de ~6.1 años, una subida de 100 puntos básicos produce una pérdida directa de -6.1% en el precio del índice, lo que en términos prácticos puede borrar más de un año completo de cupones. El escenario de +200 pb —que es exactamente lo que ocurrió entre 2022 y 2023— generó pérdidas de doble dígito en el índice, algo sin precedentes en décadas. Por el lado positivo, la tabla también muestra el potencial de apreciación en ciclos de recorte: una baja de 100 pb entregaría una ganancia de capital de +6.1%, combinada con el rendimiento corriente del bono.

4.2 Métricas de Duración Comparadas

Métrica	Russell 3000	Bloomberg U.S. Agg
Duración modificada	N/A (renta variable)	~6.1 años
Duración de Macaulay	N/A	~6.4 años
Convexidad	N/A	~52 (positiva)
Yield to Maturity promedio	N/A	~5.0% (a mayo 2026)
DV01 (por $1M invertido)	N/A	~$610 por 1 pb

La métrica más accionable es el **DV01 (Dollar Value of a Basis Point)**: por cada millón de dólares invertido en el Bloomberg Agg, un movimiento de un punto básico (0.01%) representa una ganancia o pérdida de ~$610. La convexidad positiva de 52 confirma que el índice se comporta mejor de lo que la duración predice en movimientos grandes de tasas. [3] La convexidad positiva del Bloomberg Agg es un factor favorable: ante caídas grandes de tasas, el precio sube más que lo que la duración predice linealmente. Ante subidas, baja menos. Este es un amortiguador natural en entornos de recortes de tasas.

5. Riesgo de Crédito

5.1 Russell 3000 — Riesgo de Crédito y Solvencia

El riesgo de crédito en el Russell 3000 se manifiesta a través del riesgo de quiebra corporativa y deterioro de fundamentales.

- Riesgo de concentración en deuda corporativa: Muchas empresas del índice presentan altos niveles de apalancamiento, especialmente en el segmento small y mid-cap.
- Vulnerabilidad ante subida de tasas: Empresas con deuda a tasa variable o vencimientos próximos son sensibles a ciclos restrictivos de la Fed.
- Indicadores de alerta: Spreads crediticios de bonos corporativos, tasas de impago, índices de tensión financiera (FCI), ratio deuda/EBITDA.

5.2 Bloomberg U.S. Agg — Calidad Crediticia

El Bloomberg Agg incluye exclusivamente emisores investment-grade, lo que implica una probabilidad de incumplimiento históricamente baja. [3]

Segmento	Peso aprox.	Calificación típica
Tesoros EE.UU. (Treasuries)	~43%	AAA (soberano)
Tesoros EE.UU. (Treasuries)	~43%	AAA (soberano)
Deuda de Agencias (FNMA, FHLMC)	~5%	AA+/AAA
MBS (Hipotecas residenciales)	~27%	AA/AAA (con garantía)
Corporativos IG (A/BBB)	~24%	A/BBB
Activos Titulizados (ABS/CMBS)	~1%	A/BBB

Nota: Los pesos de MBS se actualizaron a ~27% y corporativos a ~24% reflejando la composición reciente del índice. [8]

Spread crediticio actual (mayo 2026): El OAS del segmento corporativo IG del Bloomberg Agg se ubica en ~77–80 pb, según datos del ICE BofA U.S. Corporate Index (BAMLC0A0CM). Este nivel representa el percentil inferior de lecturas post-crisis financiera, siendo el más comprimido desde 1998. [9][14]

6. Riesgo de Liquidez

El riesgo de liquidez refleja la posibilidad de no poder deshacer posiciones al precio de mercado observable, o de hacerlo solo con un impacto significativo en el precio.

Dimensión de Liquidez	Russell 3000	Bloomberg U.S. Agg
Volumen diario promedio	~$500 mil millones (USD)	~$1 billón (USD)
Bid-ask spread típico	0.01% - 0.05% (large cap)	0.02% - 0.25% (var. por tipo)
Profundidad del mercado	Alta en large-cap, moderada en small-cap	Alta en Treasuries, media en corporativos
Mecanismos de liquidez	Bolsas reguladas (NYSE, NASDAQ)	Dealer-driven & repo market
Días para liquidar 10% posición	1–3 días (large cap)	2–7 días (corporativos)

El Bloomberg Agg en su conjunto presenta riesgo de liquidez bajo-moderado. El tramo de Treasuries (~43%) es altamente líquido; el riesgo se concentra en los corporativos y CMBS (~24%).

Iliquidez en mercados de bonos: A diferencia de las acciones, los bonos se negocian fundamentalmente en mercados a través de dealers. Durante periodos de estrés (crisis de crédito, repentinas subidas de tasas), los dealers pueden reducir sus inventarios y el mercado puede volverse significativamente menos líquido, amplificando la volatilidad de precios.

7. Riesgo de Concentración

7.1 Russell 3000 — Concentración Sectorial y por Empresa

A pesar de incluir ~2,590 empresas activas, el Russell 3000 muestra una concentración significativa en mega-cap tecnológicas. Las 10 mayores posiciones (NVIDIA, Apple, Microsoft, Amazon, Alphabet A, Broadcom, Alphabet C, Meta, Tesla, Berkshire) representan el 32.04% del índice. [2]

Sector (GICS)	Peso real (mar 2026)
Tecnología de la información	30.27% ▲
Financiero	13.05%
Industrial	10.31%
Salud (Healthcare)	10.01%
Consumo discrecional	9.93%
Comunicaciones	9.69%
Consumo básico	5.02%
Energía	4.23%
Utilities + Materiales + Otros	7.50%

Los pesos sectoriales corresponden al IWV (iShares Russell 3000 ETF) Fact Sheet a marzo 31, 2026 (BlackRock). El peso de Tecnología aumentó de ~28% (estimación anterior) a 30.27% real, confirmando la tendencia de concentración en mega-cap tech. NVIDIA pasó a ser la mayor posición individual con 6.50% del índice. [2][7]

El dato más revelador: solo Tecnología + Financiero + Industrial concentran el 53.6% del índice. Los sectores de alta variación cíclica representan conjuntamente ~63% del índice, lo que lo hace muy pro-cíclico.

7.2 Bloomberg U.S. Agg — Concentración por Tipo de Emisor

El Agg muestra una composición relativamente estable, con predominio del gobierno federal (~49% combinando Treasuries y Agencias).

- Riesgo de extensión (extension risk): En el segmento MBS, cuando las tasas suben, los propietarios prepagan menos, extendiendo la duración del instrumento.
- Riesgo de prepago: Cuando las tasas caen, la prepagación de hipotecas aumenta, reduciendo el potencial de apreciación (convexidad negativa en MBS sin garantía).
- Riesgo de concentración en emisores corporativos: Las emisiones más grandes IG tienen ponderaciones significativas, concentrando el riesgo en bancos, utilities y energía.

8. Análisis de Escenarios y Pruebas de Estrés

8.1 Escenarios Macroeconómicos Prospectivos

Impactos estimados bajo cinco escenarios macroeconómicos relevantes para el horizonte 2025–2026: [12]

Escenario	Prob.	R3000	Agg	Factores clave
Aterrizaje suave (base)	45%	+8% a +12%	+4% a +6%	Recortes graduales Fed, crecimiento +2.0-2.5%, inflación 2.5-3%
Recesión moderada	25%	-20% a -30%	+5% a +10%	Desempleo sube, crédito se deteriora, huida a calidad
Re-aceleración inflacionaria	15%	-10% a -15%	-8% a -12%	Fed sube tasas de nuevo, doble golpe a bonos y acciones
Boom económico / AI-driven	10%	+20% a +35%	0% a +2%	Productividad AI, beneficios excepcionales, tasas estables
Crisis financiera severa	5%	-45% a -55%	+10% a +20%	Evento sistémico tipo 2008, desapalancamiento forzado

El escenario más adverso para una cartera mixta no es la recesión, sino la reaceleración inflacionaria (15% de probabilidad estimada): es el único donde ambos índices pierden simultáneamente, con el Agg cayendo entre -8% y -12% y el Russell entre -10% y -15%, sin que ningún componente compense al otro. El escenario base de aterrizaje suave (45% de probabilidad) es favorable para ambos, con el Russell retornando entre +8% y +12% y el Agg entre +4% y +6%. Destaca también el escenario de crisis financiera severa (5% de probabilidad): aunque poco probable, su impacto es asimétrico —el Russell podría perder hasta el 55%, mientras el Agg ganaría entre +10% y +20%— ilustrando perfectamente el valor de los bonos como cobertura en escenarios de pánico deflacionario.

8.2 Análisis de Sensibilidad — Factores de Riesgo Sistemáticos

Factor de riesgo	Impacto en Russell 3000	Impacto en Bloomberg Agg
Tasas +100 pb	-8% a -15% (via DCF)	-6.1% (duración directa)
PIB -1% (sorpresa negativa)	-10% a -15%	+2% a +4% (huida calidad)
Inflación +100 pb sostenida	-8% a -12%	-6% a -8%
VIX +20 puntos (spike)	-15% a -25%	+1% a +3%
USD +10% (DXY)	-5% a -8% (exportadores)	Impacto menor (USD-denominado)
Spread crédito +100 pb	-5% a -10% (sector financiero)	-2% a -3% (corporativos)

Tres factores concentran la mayor parte del riesgo de esta tabla. Primero, el VIX: cuando el índice de miedo del mercado sube 20 puntos —algo que ocurre varias veces por década, como en 2020 o 2022— el Russell 3000 puede perder entre 15% y 25% en cuestión de semanas, mientras el Agg apenas se mueve. Segundo, las tasas de interés: una subida de 100 puntos básicos golpea directamente al Agg en -6.1% por su duración, y también al Russell, ya que tasas más altas encarecen el financiamiento corporativo y comprimen las valoraciones de las empresas. Tercero, el DXY (US Dollar Index): este índice mide la fortaleza del dólar frente a una canasta de seis divisas principales (euro, yen, libra, dólar canadiense, corona sueca y franco suizo). Cuando el DXY sube 10%, el Russell 3000 sufre entre -5% y -8% porque las empresas exportadoras —que representan una parte importante del índice— ven reducidos sus ingresos en dólares al vender en el exterior. El Agg, al estar denominado en USD, tiene una exposición directa mucho menor. El único factor que actúa a favor de la cartera mixta es una caída del PIB: el Russell pierde, pero el Agg gana entre +2% y +4% por la huida hacia bonos del gobierno, compensando parte de la pérdida.

10. Referencias

A continuación se listan las fuentes utilizadas para la elaboración de este reporte, organizadas por número de referencia:

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[3] Bloomberg Index Services
Bloomberg US Aggregate Index — Metodología oficial. Junio 2024. Criterios de elegibilidad, composición, duración.
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[12] **Bloomberg Economics / Federal Reserve**
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— Fin del Reporte —

ANNEX VII. TOKENIZATION AGREEMENT.

ALTA

El Salvador   Costa Rica   Guatemala   Honduras   altalegal.com

TESTIMONIO DE ESCRITURA PÚBLICA

CONTRATO DE TOKENIZACIÓN

SUSCRITO ENTRE

MIO3 MARKETS 1, S.A.S. DE C.V., y MIO3, S.A. DE C.V.

NOTARIO

RIZEK ANTONIO BICHARA PERLA

Edificio Avante, Nivel 10, local 10-02B, Urbanización Madre Selva, 3era etapa, Calle Llama del Bosque poniente, La Libertad Este, El Salvador
PBX (503) 2527-2400

PAPEL PARA PROTOCOLO

OCHENTA Y CUATRO

M. DE H.

DOS COLONES

Nº 30651434

NÚMERO DOCE.- LIBRO CUATRO. En el distrito de Antiguo Cuscatlán municipio de La Libertad Este, departamento de La Libertad, a las quince horas con treinta minutos del día veinttrés de junio de dos mil veintiséis. Ante mí, **RIZEK ANTONIO BICHARA PERLA**, Notario, del domicilio de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, Comparecen: por una parte, **JULIO ENRIQUE VALDÉS RANK**, quien es de cuarenta y nueve años de edad, Abogado y Notario, de nacionalidad salvadoreña, del domicilio del distrito de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, a quien conozco e identifico por medio de su documento único de identidad número cero dos dos siete cinco ocho uno dos- cuatro, debidamente homologado con su Número de Identificación Tributaria, actuando en nombre y representación en su calidad de Director Presidente y representante legal de la sociedad **MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE**, que se abrevia **MIO3 MARKETS 1, S.A.S. DE C.V.**, de nacionalidad salvadoreña, de este domicilio, con Número de Identificación Tributaria: cero seis dos tres - uno nueve cero uno dos seis- uno cero seis- cero, personería que doy fe de ser legítima y suficiente por haber tenido a la vista: a) el Formulario de Constitución de la Sociedad, suscrito en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, el catorce de enero del año dos mil veintiséis, debidamente inscrito en el Registro de Comercio al Número SEISCIENTOS TREINTA Y SEIS del Libro CUATRO MIL NOVECIENTOS TREINTA Y OCHO del Registro de Sociedades, el día diecinueve de enero de dos mil veintiséis, y de la cual consta que su naturaleza, nacionalidad, denominación y domicilio son los antes expresados, que su plazo es por tiempo indeterminado, que dentro de sus finalidades se encuentra la celebración de actos como el presente y en los demás aspectos contenidos en el mismo; y, b) el Formulario de Modificación de la Sociedad, suscrito en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, el siete de mayo del año dos mil veintiséis, el cual contiene las cláusulas integras que rigen a la sociedad, siendo el pacto social único y vigente, debidamente inscrito en el Registro de Comercio al Número SETECIENTOS DIECIOCHO del Libro CUATRO MIL NOVECIENTOS CUARENTA Y SEIS del Registro de Sociedades, el día quince de mayo de dos mil veintiséis, en el cual consta que su naturaleza, nacionalidad, denominación y domicilio son los antes expresados, que su plazo es por tiempo indeterminado, que dentro de sus finalidades se encuentra la celebración de actos como el presente y del cual consta que se modificó el régimen de administración de la sociedad, habiéndose modificado el régimen de administración de Administración Única a una Junta Directiva compuesta por cinco directores propietarios y un director suplente, quienes duran SIETE años en el ejercicio de sus funciones, pudiendo ser reelectos, que la representación legal, judicial y extrajudicial y el uso de la razón social, estará confiada al Director Presidente de la Junta Directiva, quien tiene amplias facultades y no requiere autorización para ejercer sus funciones, habiéndose nombrado en el mismo acto al compareciente Julio Enrique Valdés Rank como Director Presidente de la Junta Directiva de la sociedad, nombramiento el cual se encuentra vigente; por lo que, estando plenamente facultado para la celebración de este acto, en adelante denominada el "Emisor"; y, por otra parte **LAURA ALEJANDRA GÓMEZ DE ARÉVALO**, quien es de cincuenta y un años de edad, Abogada y Notario, de nacionalidad salvadoreña, del domicilio del distrito de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, persona a quien conozco e identifico por medio de su documento único de identidad número cero uno uno cuatro cinco dos cinco cinco - tres, debidamente homologado con su Número de Identificación Tributaria, quien actúa en nombre y representación en su calidad de Apoderada Especial de la sociedad **MIO3, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, que puede abreviarse **MIO3, S.A. DE C.V.**, Proveedor de Servicios de Activos Digitales (PSAD) de nacionalidad salvadoreña, del domicilio del distrito de San Salvador, municipio de San Salvador Centro, Departamento de San Salvador, con Número de Identificación Tributaria cero seis uno cuatro - dos cinco cero cuatro dos tres - uno cero uno - dos, personería que doy fe de ser legítima y suficiente por haber tenido a la vista Escritura Pública de Poder Especial, otorgado por Julio Enrique Valdés Rank en su calidad de Director Único y representante legal de la sociedad MIO3, S.A. DE C.V., a favor de Laura Alejandra Gómez De Arévalo y otro, en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, a las dieciséis horas del día veintinueve de mayo de dos mil veintiséis, ante los oficios notariales del Licenciado Rafael Ernesto Maldonado Sanabria, debidamente inscrito ante el Registro de Comercio bajo el número TRESCIENTOS NOVENTA Y CINCO del Libro DOS MIL DOSCIENTOS SESENTA Y OCHO del

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Registro de Otros Contratos Mercantiles, el día tres de junio dos mil veintiséis, para que, conjunta o separadamente puedan celebrar contratos como el contenido en este instrumento en nombre de la sociedad poderdante, así como suscribir y otorgar contratos privados, escrituras públicas que sean específicamente necesarias para el desempeño de la actividad económica de la sociedad; y en dicho instrumento el notario autorizante dio fe de la existencia legal de la sociedad poderdante así como de la legitimidad y suficiencia de la personería con la que actuó su representante legal, el cual no agregaré al legajo de anexos de mi protocolo por no haberse agotado todas las facultades del mandato., en adelante indistintamente denominado el "PSAD" ó "MIO3"; y en los expresados caracteres **ME DICEN:** Que por medio de este instrumento otorgan el presente **CONTRATO DE TOKENIZACIÓN**, en adelante el "Contrato", que se regirá por las siguientes cláusulas: **I) ANTECEDENTES: A)** Que el día once de diciembre de dos mil veintitrés MIO3 fue registrado en el Registro Definitivo de Proveedores de Servicios de Activos Digitales, ante la Comisión Nacional de Activos Digitales "CNAD", según resolución número CNAD - CERO CINCO SIETE - DOS MIL VEINTITRÉS / CERO DOS de fecha once de diciembre de dos mil veintitrés, bajo el asiento registral PSAD - CERO CERO UNO SEIS. **B)** Que la sociedad MIO3 MARKETS 1, S.A.S. de C.V. ha solicitado ante la Comisión Nacional de Activos Digitales ("CNAD") con fecha uno de junio de dos mil veintiséis, la habilitación de un Programa de Emisiones de activos digitales de ingreso de oferta pública "tSTOCKS, tETF o tBOND" denominado **"TOHKN US PUBLIC MARKETS"**, bajo la modalidad de oferta pública, documentado mediante el correspondiente Documento de Información Relevante, en adelante indistintamente el "Programa de Emisión" o el "Programa". Los términos definidos utilizados en el presente Contrato y no definidos expresamente en el mismo tendrán el significado que se les atribuye en el Documento de Información Relevante en adelante "DIR". La colocación, emisión, asignación y entrega de los Tokens de Ingreso objeto del Programa únicamente podrá realizarse una vez que la CNAD haya otorgado la autorización, habilitación y el registro de Emisor y de la Emisión correspondiente conforme a la Ley de Emisión de Activos Digitales y demás normativa aplicable. **II) OBJETO Y NATURALEZA DE ACTIVOS DIGITALES:** El objeto del presente Contrato es la emisión de activos digitales bajo el artículo tres de la Ley de Emisión de Activos Digitales, en adelante la "LEAD", como parte del procedimiento de oferta pública de activos digitales regulado en el artículo treinta de la LEAD, utilizando la tecnología y plataforma de MIO3, que permite el Programa de Emisión de activos digitales compatibles con cualquier sistema de tecnología de registro distribuida que soporte el Ethereum Virtual Machine. Los activos digitales del Programa de Emisión se emitirán bajo el sistema de tecnología de registro distribuido denominado Polygon y contendrán los números y direcciones identificativas únicas de dichos activos digitales en dicho sistema de tecnología de registro distribuido. Los activos digitales a ser emitidos bajo el presente Contrato son los siguientes: **ACTIVOS DIGITALES DE INGRESO**. Por el Programa de Emisión, se emitirán activos digitales de ingreso identificados con identificadores o símbolos distintos derivados de las siguientes combinaciones "tSTOCKS", "tETF" o "tBOND", como tokens bajo el estándar ERC - TRES MIL SEISCIENTOS CUARENTA Y TRES, en adelante los "Tokens de Ingreso". Estos tokens serán representaciones digitales que confieren a sus titulares exclusivamente derechos económicos de naturaleza contractual, consistentes en la participación en los flujos y resultados económicos derivados de los Activos de Referencia que integren el Paquete de Garantía, estructurados bajo un modelo de referencia económica, cuyos montos, flujos y resultados económicos se determinarán conforme a los flujos y resultados económicos efectivamente generados, percibidos o realizados respecto de dichos Activos de Referencia, sin conferir a sus Titulares derecho de propiedad, titularidad, copropiedad, participación, interés real o titularidad directa o indirecta alguna sobre dichos Activos de Referencia, ni constituir instrumentos de deuda ni generar obligaciones de pago incondicionales por parte del Emisor. Dichos Tokens de Ingreso estarán sujetos a las características descritas en el Documento de Información Relevante de la Emisión, en adelante el "DIR", y otorgarán a sus Titulares los derechos correspondientes que ahí se describen. Cada Token de Ingreso contará con un identificador único de dichos activos digitales en el registro distribuido Polygon, dentro de Contratos inteligentes con una dirección única en Polygon, la cual se detalla en el DIR. La emisión de los Tokens de Ingreso tendrá las siguientes características, según se han incluido en el DIR: (a) Monto Máximo del Programa de Emisión: Hasta CIEN MILLONES DE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$100,000,000.00). En ningún caso, la suma total del valor nominal de los tokens emitidos y en circulación bajo la presente oferta pública podrá exceder el monto máximo debidamente autorizado; (b) Moneda de Negociación del

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Programa de Emisión: El presente Programa de Emisiones se denomina en dólares de los Estados Unidos de América (USD), los cuales constituyen la unidad de referencia para efectos de suscripción del Precio y el valor de referencia de los Tokens de Ingreso, cálculo de los derechos económicos y cumplimiento de las obligaciones del Emisor conforme el DIR. No obstante lo anterior, la plataforma de MIO3, en su calidad de Proveedor de Servicios de Activos Digitales (PSAD), facilitará (i) el pago en USD mediante los métodos habilitados (incluyendo transferencia bancaria, tarjeta de crédito u otros mecanismos compatibles) y (ii) la recepción y conversión de determinados criptoactivos para efectos de realizar pagos por la compra de Tokens de Ingreso a través de la plataforma. Para tales fines, y sujeto a disponibilidad operativa y a los controles de cumplimiento aplicables, podrán aceptarse las siguientes criptomonedas: (i) Bitcoin (BTC); (ii) Tether (USDT); y (iii) USD Coin (USDC). En caso de suscripciones realizadas en criptoactivos, el monto recibido será convertido a USD (o, cuando corresponda operativamente, a una moneda estable) conforme al factor de conversión vigente al momento de la operación, incluyendo los márgenes, comisiones y costos aplicables de intermediación y/o de la plataforma, según se establezca en el DIR y los procedimientos del PSAD. La conversión aplicable para fines de suscripción será registrada en la plataforma y será utilizada para determinar el monto efectivamente suscrito en USD. Asimismo, los pagos a favor de los Titulares (incluyendo distribuciones y/o redenciones, cuando correspondan) podrán efectuarse mediante acreditación en una moneda estable, es decir USDT o USDC, según determine el Emisor. Para evitar dudas, la utilización de USDT (u otra moneda estable) como mecanismo de liquidación no modifica la denominación en USD de la Emisión, ni altera la unidad de referencia para el cálculo de derechos económicos, sino que constituye únicamente un medio operativo de pago a través de la infraestructura del PSAD. En todos los casos, las obligaciones de pago del Emisor se entenderán cumplidas con la acreditación efectiva del monto pagadero al Titular mediante el mecanismo de liquidación aplicable (incluyendo, cuando corresponda, USDT o USDC) a la dirección de billetera designada por el Titular y verificada conforme a los controles del PSAD. (c) Precio de los Tokens, Valor Unitario y Fracciones de Tokens: El precio mostrado en la plataforma TOHKN respecto al Activo de Referencia constituye un precio de mercado de carácter meramente referencial e informativo, y no constituye una oferta ni garantiza el precio aplicable a una operación determinada. Para la realización de operaciones de compra o venta relacionadas con Activos de Referencia, TOHKN proporcionará al inversionista una cotización específica de compra o de venta, según corresponda. No obstante, el precio final de ejecución podrá presentar variaciones razonables respecto de la cotización mostrada o comunicada previamente, como resultado de condiciones normales de mercado, incluyendo, entre otras, fluctuaciones en el precio del Activo de Referencia, niveles de volatilidad, liquidez disponible y el tiempo requerido para la ejecución de la operación. El precio aplicable para la suscripción de los Tokens de Ingreso será, en todos los casos, el precio efectivamente ejecutado de la transacción correspondiente del Activo de Referencia. A dicho precio se adicionarán únicamente las comisiones aplicables al inversionista conforme a las tarifas de la plataforma TOHKN. La suscripción de Tokens de Ingreso podrá realizarse por un monto equivalente al valor total del Activo de Referencia correspondiente o por montos inferiores, en cuyo caso se emitirán los Tokens de Ingreso, o las fracciones de Token que correspondan, en proporción al monto efectivamente suscrito y al precio efectivamente ejecutado del Activo de Referencia, de forma que el contenido económico del instrumento guarde estricta proporcionalidad con dicho monto conforme a las reglas del Programa. El precio al cual se ejecutan las órdenes relacionadas con la compra y venta de los Activos de Referencia podrá diferir del precio cotizado o visualizado al momento de su instrucción. Dicha variación puede originarse por cambios en las condiciones del mercado, incluyendo volatilidad, variaciones en la oferta y demanda, latencia en la transmisión o procesamiento de órdenes, y la disponibilidad de liquidez en los sistemas de negociación. Para efectos del mecanismo de divisibilidad y fraccionamiento de los Tokens de Ingreso, se aclara que estos contarán con un sistema de precisión decimal programable. Conforme a la configuración tecnológica actual del Programa, los Tokens de Ingreso utilizarán nueve (9) decimales de precisión, permitiendo la representación proporcional de fracciones económicas respecto del Activo de Referencia correspondiente. Las operaciones de cálculo entre el valor monetario de la inversión, la cantidad del Activo de Referencia adquirido y la cantidad de Tokens de Ingreso emitidos serán procesadas internamente utilizando la máxima precisión matemática disponible. No obstante, las cantidades finales de Tokens de Ingreso emitidos serán redondeadas hacia abajo, mediante truncamiento, al límite de nueve (9) decimales, con el objeto de

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mantener consistencia operativa y evitar que la cantidad de Tokens de Ingreso emitidos exceda el respaldo económico correspondiente. Asimismo, se confirma que los inversionistas podrán adquirir fracciones económicas de los Activos de Referencia, sin necesidad de adquirir una unidad completa del instrumento financiero correspondiente. En consecuencia, la participación mínima no estará determinada por un porcentaje fijo del Activo de Referencia, sino por el monto mínimo operativo de suscripción o negociación habilitado en la plataforma. Conforme a la configuración operativa inicial del Programa, el monto mínimo para órdenes de compra o venta será el equivalente a DIEZ DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$10.00), a partir del cual el sistema calculará y asignará la fracción proporcional correspondiente del Token de Ingreso conforme al mecanismo de divisibilidad antes descrito; (d) Transferencia de los Activos Digitales: Los activos digitales deberán cumplir con la regulación aplicable a los activos digitales de oferta pública vigente. Los activos digitales de oferta pública son ofrecidos al público en general, en forma masiva y con el objetivo de comercializar o vender dichos activos digitales. Los Tokens de Ingreso se podrán comercializar entre personas del público general que cumplan con los requisitos establecidos por la ley, los términos y condiciones de la plataforma de MIO3 denominada "Plataforma TOHKN", y las condiciones establecidas en el DIR y en la documentación de la Emisión. Cualquier transferencia de dichos activos digitales estará sujeta a la condición de que MIO3: i) haya recibido toda la documentación del adquirente para verificar que cumple con la legislación aplicable para prevenir el lavado de dinero y de activos, así como con los controles KYC, KYB y KYT aplicables; (e) Plazo de Suscripción del Programa de Emisión: La oferta pública bajo el Programa de Emisiones permanecerá habilitada durante un plazo de diez (10) años contados a partir de la fecha de inicio de la oferta pública, o hasta que se alcance el monto máximo autorizado del Programa, lo que ocurra primero. Dicho plazo podrá ser prorrogado por el Emisor por períodos adicionales, sujeto al cumplimiento de la normativa aplicable y a las divulgaciones o autorizaciones que correspondan ante la CNAD. Durante la vigencia del Programa, la colocación de Tokens de Ingreso podrá realizarse de forma continua, sin perjuicio de que el Emisor pueda suspender temporalmente nuevas colocaciones respecto de determinados Activos de Referencia que dejen de cumplir los criterios de elegibilidad establecidos en el presente Contrato, o respecto de los cuales existan restricciones regulatorias, operativas o de mercado que así lo justifiquen. La expiración del plazo del Programa no afectará la validez, vigencia ni los derechos económicos derivados de los Tokens de Ingreso previamente emitidos, los cuales continuarán rigiéndose por los términos establecidos en el presente Contrato, en el DIR y demás documentación del Programa; (f) Vigencia de los Tokens de Ingreso: Los Tokens de Ingreso emitidos bajo el Programa no tendrán una fecha de vencimiento predeterminada. En consecuencia, su vigencia será, por defecto, de carácter indefinido, permaneciendo en circulación hasta que ocurra un evento de terminación o liquidación conforme a lo establecido en el presente Contrato, incluyendo, sin limitarse, el ejercicio del Derecho de Redención del Titular, el ejercicio de la Opción de Redención del Emisor, la ocurrencia de un Evento de Caducidad, o cualquier otro supuesto de terminación anticipada expresamente previsto en este documento. Sin perjuicio de lo anterior, el Programa podrá prever: (i) ventanas y condiciones de salida anticipada a solicitud del Titular mediante el ejercicio del Derecho de Redención del Titular; (ii) mecanismos de recompra, liquidación o terminación anticipada a opción del Emisor mediante el ejercicio de la Opción de Redención del Emisor; y/o (iii) límites de frecuencia, montos mínimos, plazos de aviso, fechas y horas de corte y demás condiciones operativas aplicables a dichos mecanismos, todo ello conforme a lo previsto en el presente Contrato, en el DIR y demás documentación del Programa. El ejercicio de la Opción de Redención del Emisor y del Derecho de Redención del Titular se sujetará, en todo caso, a los procedimientos, limitaciones operativas, condiciones de elegibilidad, disponibilidad de liquidez y demás restricciones expresamente previstas en el DIR. Asimismo, el Emisor podrá efectuar la sustitución de uno o varios Activos de Referencia que integren el Paquete de Garantía, exclusivamente en los supuestos expresamente previstos en el DIR y sujeto a criterios objetivos de elegibilidad, equivalencia económica y verificabilidad. En todo caso, dicha sustitución deberá realizarse de forma que no constituya una Modificación Material Adversa para los Tokens de Ingreso en circulación. La terminación y liquidación de una Emisión podrá ocurrir, además, por: (a) la ocurrencia de un Incumplimiento Material y el consecuente Evento de Caducidad, con ejecución de la Garantía y distribución conforme a la Prelación de Pagos; (b) la imposibilidad legal, regulatoria u operativa de continuar administrando el Paquete de Garantía o de mantener la estructura de intermediación, custodia o garantía conforme

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al presente Contrato, el DIR y la demás documentación del Programa; o (c) cualquier otro evento extraordinario previsto en este documento. Una vez concluido el proceso de liquidación de una Emisión, y determinados los montos netos distribuibles conforme al DIR, los Tokens de Ingreso serán cancelados, quemados o marcados como liquidados, según corresponda, conforme a los procedimientos operativos del PSAD, y se efectuarán las distribuciones correspondientes a los Titulares dentro del mismo ciclo operativo aplicable. La liquidación de una Emisión determinada no implicará, por sí sola, la terminación del Programa en su conjunto ni de otras Emisiones no afectadas; (g) Activo Subyacente y Activo de Referencia: Para efectos del Programa, los Tokens de Ingreso se estructuran bajo un modelo de referencia económica respecto de uno o varios activos financieros elegibles (los "Activos de Referencia"), consistentes en valores desmaterializados emitidos y regulados en los Estados Unidos de América, incluyendo, sin limitarse a, acciones, fondos cotizados ("ETFs"), bonos u otros instrumentos admitidos a negociación en mercados organizados y regulados. Los Tokens de Ingreso no constituyen instrumentos respaldados por activos en el sentido de conferir derechos reales o de propiedad sobre los Activos de Referencia, sino que representan derechos económicos contractuales derivados del desempeño y realización de dichos activos, sujetos a los mecanismos de control, afectación y ejecución previstos en el presente Contrato, en el DIR y demás documentación del Programa. Los Activos de Referencia no se asignan jurídicamente de forma individual a cada Token de Ingreso ni confieren a los Titulares titularidad directa o indirecta sobre dichos activos. Su función es servir como base económica para la determinación de los flujos, resultados y montos atribuibles a los Tokens de Ingreso conforme a las reglas del DIR. En consecuencia, los derechos incorporados en los Tokens de Ingreso no confieren, directa ni indirectamente, derechos de propiedad, participación o interés real alguno sobre los Activos de Referencia, limitándose exclusivamente a derechos económicos de naturaleza contractual. El precio mostrado en la plataforma operativa del PSAD al momento en que el inversionista coloque su orden tendrá carácter meramente indicativo y estará basado en información objetiva de mercado provista por el Agente Corredor de Bolsa designado. El precio definitivo aplicable será el precio efectivamente ejecutado en el mercado y reflejado en las confirmaciones, estados de cuenta o reportes operativos del Agente Corredor de Bolsa. La suscripción operará bajo un sistema de ejecución de órdenes. Una vez colocada la orden por el inversionista y verificadas las condiciones operativas del Programa, el Emisor instruirá al Agente Corredor de Bolsa la adquisición on-demand del Activo de Referencia correspondiente. El precio definitivo aplicable será el precio efectivamente obtenido en el mercado por el Agente Corredor de Bolsa y reflejado en sus confirmaciones, estados de cuenta o reportes operativos. En consecuencia, el monto económico asociado a los Tokens de Ingreso se determinará con base en el valor efectivamente ejecutado, el cual podrá diferir del Precio indicativo mostrado al momento de la orden, en función de condiciones de mercado, liquidez, ventanas de negociación, suspensiones u otros factores propios de la ejecución en mercados regulados. Los valores, flujos y montos económicos atribuibles a los Tokens de Ingreso se determinarán exclusivamente con base en: (i) la información de precios de mercado, confirmaciones de operación, estados de cuenta y reportes razonablemente provistos por el Agente Corredor de Bolsa; y/o (ii) fuentes objetivas de datos de mercado utilizadas de manera consistente en el Programa. Cuando corresponda, se aplicarán reglas operativas de fecha y hora de corte, así como ajustes derivados de eventos corporativos conforme a prácticas de mercado. En caso de que respecto de un Activo de Referencia ocurra un evento corporativo, incluyendo, sin limitarse a, desdoblamiento de acciones, agrupaciones de acciones, dividendos en acciones, fusiones, escisiones, reorganizaciones, ofertas públicas de adquisición, deslistes o eventos equivalentes, el Emisor aplicará los ajustes operativos y económicos razonablemente necesarios para reflejar dicho evento y preservar la referencia económica de los Tokens de Ingreso afectados, con base exclusivamente en la información, factores de ajuste, confirmaciones operativas y demás datos objetivamente reportados por el Agente Corredor de Bolsa, custodio o fuente de mercado aplicable. Dichos ajustes podrán incluir, según corresponda, modificaciones al número de unidades de referencia, a la fracción económica representada por cada Token, al precio o valor de referencia y a cualquier otro parámetro operativo estrictamente necesario para reflejar el efecto económico del evento corporativo, sin que ello implique la creación de derechos de propiedad, voto, control o titularidad directa sobre los Activos de Referencia. El Programa podrá contemplar la exposición a uno o varios Activos de Referencia de manera simultánea, sin que exista asignación individualizada de activos a cada Token de Ingreso. Las posiciones correspondientes serán adquiridas, mantenidas y, en su caso, liquidadas por el

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Emisor a través del Agente Corredor de Bolsa designado, bajo esquemas de custodia y registro segregado que permitan la identificación operativa de los activos atribuibles a cada Emisión. Los Activos de Referencia, así como los derechos, flujos y productos derivados de los mismos, incluyendo dividendos, intereses, cash proceeds y resultados de realización, podrán formar parte del Paquete de Garantía y quedar afectos a las garantías constituidas a favor de los Titulares, conforme a lo previsto en el presente Contrato, en el DIR y en la demás documentación del Programa. El Emisor mantendrá registros internos que permitan identificar de forma separada, trazable e individual los Activos de Referencia correspondientes a cada Emisión. No se establecerá una cuenta separada para cada Emisión. En ningún caso: (i) los Activos de Referencia, incluyendo sus productos, frutos y derechos accesorios, correspondientes a una Emisión podrán servir como garantía, recurso o respaldo de obligaciones correspondientes a otra Emisión; (ii) existirá responsabilidad solidaria, conjunta o recurso compartido entre distintas Emisiones; ni (iii) la ejecución de una garantía o la liquidación de los Activos de Referencia correspondientes a una Emisión afectará, disminuirá o gravará los Activos de Referencia de cualquier otra Emisión. La pérdida de elegibilidad de un Activo de Referencia con posterioridad a su adquisición no afectará la validez de los Tokens de Ingreso previamente emitidos; no obstante, el Emisor podrá suspender la adquisición adicional de dicho activo y adoptar las medidas operativas previstas en el Programa conforme a criterios objetivos y condiciones de mercado. El Emisor, actuando a través de MIO3 en cualquiera de las calidades en que intervenga dentro de la estructura del Programa, podrá efectuar retiros de activos, derechos o efectivo con cargo a la Cuenta de Custodia sin necesidad de contar con la autorización previa del Agente de Verificación, siempre que: (i) no haya ocurrido ni continúe un Evento de Caducidad al momento de dicho retiro; y (ii) el Ratio Activo-Obligación de cada Emisión no sea inferior al cien por ciento (100%) luego de dar efecto a dicho retiro. El Agente de Verificación no asumirá deber, obligación ni responsabilidad alguna en relación con tales retiros, y sus funciones se limitarán exclusivamente, de conformidad con los procedimientos establecidos en el presente Contrato, en el DIR y demás documentación del Programa, a verificar el Ratio Activo-Obligación de la Emisión correspondiente y a certificar la ocurrencia de un Incumplimiento Material, cuando corresponda. (h) Criterios de Elegibilidad del Activo de Referencia: Las Clases y los Activos de Referencia elegibles bajo el Programa, y según lo descrito en el DIR, deberán cumplir con criterios objetivos, verificables y consistentes con prácticas de mercado, diseñados para asegurar que dichos activos correspondan a instrumentos financieros líquidos, transparentes y negociados en mercados regulados de los Estados Unidos de América. En todos los casos, dichos valores deberán ser adquiridos a través de un Agente Corredor de Bolsa debidamente registrado ante la U.S. Securities and Exchange Commission (SEC) y miembro de la Autoridad Reguladora de la Industria Financiera (Financial Industry Regulatory Authority "FINRA"), y dichos valores deberán ser libremente negociables en mercados organizados reconocidos en dicha jurisdicción. (i) Distribución de los Flujos Atribuibles e Ingresos de Realización: Los dividendos, intereses u otros ingresos económicos efectivamente generados por los Activos de Referencia y efectivamente percibidos por el Emisor o por el tercero designado dentro de la estructura del Programa, en adelante los "Flujos Atribuibles", se distribuirán a los Titulares bajo un mecanismo de traslado directo de flujos, sobre una base de pago neto, una vez deducidas exclusivamente las retenciones fiscales aplicables y los costos, gastos y comisiones directamente atribuibles a su percepción, conversión, administración inmediata y distribución, conforme a lo previsto en el DIR. No existe garantía sobre las tasas de retención aplicables ni sobre su recuperabilidad fiscal. Para evitar dudas, no se deducirán de los Flujos Atribuibles costos operativos o administrativos generales del Programa. Una vez distribuidos, los Flujos Atribuibles dejarán de formar parte del Paquete de Garantía. Los montos pagaderos con ocasión del ejercicio del Derecho de Redención del Titular o de la Opción de Redención del Emisor se determinarán con base en el valor efectivamente obtenido en la realización del Activo de Referencia correspondiente, conforme a las condiciones de mercado aplicables y a las confirmaciones operativas de las transacciones ejecutadas. De dichos montos únicamente podrán deducirse las retenciones fiscales aplicables y los costos y comisiones directamente asociados a la ejecución, liquidación y custodia de la operación, así como, cuando corresponda, los costos estrictamente necesarios de conversión de moneda. No se deducirán costos operativos o administrativos generales del Programa. Todos los pagos a favor de los Titulares, ya sea por distribución de Flujos Atribuibles o por redención ejercida por el Titular o por el Emisor, se realizarán exclusivamente en Monedas Estables, específicamente USDT o USDC, mediante acreditación en las billeteras digitales verificadas en la plataforma del PSAD. La denominación

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económica de la Emisión se mantiene en USD, constituyendo las Monedas Estables únicamente el mecanismo operativo de liquidación. La obligación de pago a cargo del Emisor deberá cumplirse dentro de los tres (3) días hábiles siguientes a la recepción efectiva por el Emisor de: (i) los fondos provenientes de la venta, liquidación o cualquier otra forma de realización del Activo de Referencia; o (ii) los Flujos Atribuibles efectivamente percibidos conforme a la operativa del Programa, según corresponda. (j) Pagos por redención (por parte del Emisor y del Titular) y liquidación: Cuando, conforme al DIR y a los demás Documentos de la Emisión, proceda el ejercicio del Derecho de Redención del Titular o de la Opción de Redención del Emisor, el monto pagadero al Titular (el "Monto de Redención") se determinará con base en el valor neto efectivamente realizado de la venta, liquidación, enajenación o disposición del Activo de Referencia aplicable, o de la posición económica correspondiente, según resulte aplicable conforme a la estructura del Programa. En consecuencia, dicho monto reflejará exclusivamente el importe neto efectivamente obtenido en dicha realización, y no valorizaciones teóricas, estimadas o discrecionales. En caso de ejercicio del Derecho de Redención del Titular o de la Opción de Redención del Emisor, según corresponda, el Emisor dispondrá de hasta tres (3) Días Hábiles de Mercado contados a partir de la fecha de ejercicio válido de la redención para ejecutar, perfeccionar y liquidar la venta, monetización o cualquier otra forma de realización del Activo de Referencia correspondiente, con el objeto de obtener los fondos necesarios para atender el pago respectivo. (A) Derecho de Redención del Titular: El Titular deberá presentar su solicitud a través de los mecanismos operativos del PSAD, conforme a los requisitos de elegibilidad, verificación de titularidad y controles de cumplimiento aplicables. Validada la solicitud, el Emisor contará con un plazo de hasta tres (3) Días Hábiles de Mercado para proceder a la liquidación de los activos o posiciones correspondientes al Activo de Referencia aplicable, incluyendo la ejecución de órdenes de venta en el mercado a través del Agente Corredor de Bolsa. El Titular reconoce que el Monto de Redención dependerá del valor efectivamente obtenido en la realización de los activos o posiciones correspondientes y podrá diferir del valor referencial observado al momento de la solicitud, como resultado de condiciones de mercado, liquidez, costos de ejecución y demás factores operativos. El pago del Monto de Redención así determinado tendrá carácter totalmente liberatorio respecto de los Tokens de Ingreso objeto de liquidación; (B) Redención Anticipada a Opción del Emisor: El Emisor podrá ejercer la Redención Anticipada a Opción del Emisor, total o parcialmente, respecto del Programa en su conjunto o respecto de una o más Emisiones determinadas de Tokens de Ingreso emitidas bajo el Programa, mediante notificación previa a los Titulares conforme a los mecanismos de divulgación previstos en el Programa, en cualquiera de los siguientes supuestos: (i) cuando el monto agregado en circulación de todos los Tokens de Ingreso emitidos bajo el Programa, expresado en su equivalente en Dólares de los Estados Unidos de América (US$), sea igual o inferior a TREINTA Y TRES MILLONES DE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$33.000.000.00); o (ii) cuando, como consecuencia de circunstancias regulatorias, operativas, estructurales, comerciales, de mercado, de liquidez, de eficiencia administrativa o de viabilidad económica, o de cualquier otro supuesto análogo que afecte de manera material la continuidad, legalidad, estructura, administración, ejecución o conveniencia económica del Programa, de una o más Emisiones afectadas o del Activo de Referencia aplicable, el Emisor determine, actuando de buena fe y de manera razonable, que procede a la amortización o liquidación total o parcial del Programa, de una o más Emisiones determinadas o a la terminación de la exposición económica correspondiente. En caso de que el Emisor pretenda ejercer la Redención Anticipada a Opción del Emisor conforme a lo anterior, deberá notificar a los Titulares de las Emisiones afectadas con una anticipación no menor de sesenta (60) días calendario respecto de la fecha prevista para la ejecución de dicha redención, amortización o liquidación. Durante dicho plazo, los Titulares podrán, sujeto a los mecanismos operativos del Programa, a la disponibilidad de alternativas elegibles y al cumplimiento de los requisitos regulatorios y operativos aplicables, solicitar la migración, sustitución o reasignación económica de su posición hacia otro Activo de Referencia o hacia otra Emisión elegible dentro del Programa o de otro Programa del Emisor o sus afiliadas, cuando ello se encuentre habilitado por el Emisor. El Emisor no estará obligado a ofrecer una alternativa específica de migración, sustitución o reasignación, pero procurará, en la medida razonablemente posible y sujeto a disponibilidad operativa y regulatoria, habilitar opciones que permitan una transición ordenada para los Titulares de las Emisiones afectadas. Vencido el plazo antes indicado, respecto de aquellos Titulares de las Emisiones afectadas que no hubieren ejercido alguna de las alternativas puestas a su disposición o no hubieren

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impartido instrucciones válidas dentro del plazo correspondiente, el Emisor podrá proceder, sin necesidad de consentimiento adicional, a la redención, amortización y liquidación obligatoria de los Tokens de Ingreso correspondientes, mediante la realización de los activos o posiciones relacionadas al Activo de Referencia aplicable, de conformidad con los procedimientos operativos del Programa. Transcurrido el plazo de preaviso, el Emisor procederá a la liquidación de los activos o posiciones correspondientes a los Activos de Referencia aplicables, y el Monto de Redención se determinará con base en el valor neto efectivamente obtenido, aplicando las deducciones expresamente previstas en el DIR. El pago del Monto de Redención tendrá carácter total y definitivamente liberatorio respecto de los Tokens de Ingreso objeto del ejercicio de la Redención Anticipada a Opción del Emisor. El ejercicio de dicha facultad podrá dar lugar a la amortización y liquidación total o parcial del Programa o de una o más Emisiones afectadas y, en su caso, a la terminación definitiva de los Tokens de Ingreso correspondientes. Una vez pagado el Monto de Redención y ejecutada su cancelación o quema conforme a los procedimientos del PSAD y de los registros aplicables, el Emisor no mantendrá obligación residual ulterior alguna respecto de dichos Tokens de Ingreso, salvo aquellas obligaciones que deban subsistir conforme al DIR o a la normativa aplicable. Para evitar dudas, cuando la Redención Anticipada a Opción del Emisor se ejerza con fundamento en el supuesto previsto en el numeral (i) anterior, el umbral allí indicado se entenderá referido al monto agregado en circulación del Programa en su conjunto, y no exclusivamente al monto en circulación de una Emisión individual. En consecuencia, una vez alcanzado dicho umbral, el Emisor podrá decidir, a su sola opción y actuando conforme a lo previsto en el DIR, si procede a la amortización y liquidación total del Programa o únicamente a la amortización y liquidación total o parcial de una o más Emisiones determinadas emitidas bajo el mismo. (C) Efectos de la liquidación: La liquidación derivada del ejercicio de la Opción de Redención del Emisor o del Derecho de Redención del Titular podrá implicar la terminación total o parcial de la Emisión correspondiente. Una vez determinado el monto neto pagadero conforme al DIR y realizada, vendida, liquidada o dispuesta la posición correspondiente del Activo de Referencia, los Tokens de Ingreso objeto de redención serán cancelados mediante su quema o marcados como liquidados, conforme a los procedimientos operativos del PSAD, y se procederá al pago o acreditación efectiva a favor del Titular de los Tokens de Ingreso conforme al ciclo operativo aplicable (k) Medios de Pago para la Compra de Tokens de Ingreso: La compra de los Tokens de Ingreso se realizará en el mercado primario de activos digitales provisto por la plataforma de MIO3, S.A. de C.V., debidamente autorizada como Proveedor de Servicios de Activos Digitales (PSAD) por la Comisión Nacional de Activos Digitales (CNAD). MIO3, S.A. de C.V. es el Agente de Pago para el Programa. El Programa se encuentra denominado en dólares de los Estados Unidos de América (USD), los cuales constituyen la unidad de referencia para efectos de suscripción, determinación del precio, cálculo de derechos económicos y demás parámetros del Programa. Para evitar dudas, el USD opera exclusivamente como unidad de cuenta y no como moneda de liquidación. Para fines operativos de suscripción, los Titulares podrán efectuar aportes mediante los métodos habilitados por el PSAD, incluyendo transferencias bancarias, tarjetas u otros mecanismos compatibles, así como mediante la entrega de criptoactivos, incluyendo Bitcoin (BTC) y Monedas Estables. En todos los casos, los fondos recibidos serán convertidos, a través de los servicios de conversión o exchange prestados por el PSAD, a la Moneda Estable de liquidación utilizada por el Programa. La liquidación de la suscripción de los Tokens de Ingreso se realizará exclusivamente en Monedas Estables, conforme a lo definido en el presente Contrato, en el DIR y en la documentación del Programa, siendo USDT el mecanismo de liquidación por defecto, sin perjuicio de que puedan utilizarse otras Monedas Estables autorizadas. La utilización de Monedas Estables como mecanismo de pago y liquidación constituye un elemento operativo del Programa y no altera la denominación en USD ni la unidad de referencia para el cálculo de los derechos económicos de los Titulares. Los Tokens de Ingreso serán emitidos (creación del token) y acreditados en las billeteras digitales verificadas de los Titulares conforme a los plazos operativos del Programa, una vez cumplidas las condiciones de emisión previstas en el presente Contrato, en el DIR y demás documentación del Programa, incluyendo la verificación de identidad, recepción efectiva de fondos y existencia de respaldo en el Paquete de Garantía. Todos los costos, cargos o comisiones asociados a los medios de pago utilizados por el Titular, incluyendo transferencias bancarias, pagos con tarjeta, servicios de conversión o exchange, así como tarifas de red u otros costos operativos, serán asumidos exclusivamente por el Titular conforme a las tarifas vigentes y a los procedimientos del PSAD. En caso de presentarse inconvenientes con el proceso de

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pago o conversión, el Titular podrá contactar al equipo de soporte a través de los canales habilitados por el PSAD; (l) Emisión de Tokens de Ingreso: La emisión de Tokens de Ingreso se realizará bajo un modelo on-demand, de manera continua, en función de las órdenes de suscripción válidamente recibidas a través del PSAD. No obstante, la emisión efectiva de los Tokens de Ingreso estará sujeta acumulativamente a: (i) el cumplimiento de los procesos de debida diligencia y elegibilidad aplicables; (ii) la verificación del respaldo correspondiente, conforme al principio de que no se emiten Tokens de Ingreso sin respaldo; y (iii) el cumplimiento de las condiciones operativas del Programa, incluyendo, cuando resulte aplicable, el Monto Mínimo de activación del mismo. Verificadas dichas condiciones y confirmada la recepción efectiva de fondos conforme a los procedimientos operativos del PSAD, el Emisor procederá a la emisión o creación y acreditación de los Tokens de Ingreso en las billeteras digitales designadas por los inversionistas dentro de los plazos operativos aplicables, los cuales corresponderán típicamente a T+0 o T+1, y, de manera excepcional, hasta T+2, contados a partir de la confirmación operativa de la suscripción y de la disponibilidad, adquisición, asignación o afectación del Activo de Referencia correspondiente, en función de los ciclos de liquidación del Agente Corredor de Bolsa y de las condiciones operativas del mercado. El Programa podrá mantenerse habilitado durante su vigencia para la emisión continua de Tokens de Ingreso, sin perjuicio de que el Emisor pueda suspender temporalmente nuevas emisiones respecto de determinados Activos de Referencia cuando estos dejen de cumplir los criterios de elegibilidad o cuando existan restricciones regulatorias, operativas o de mercado que así lo justifiquen. En caso de que el Monto Mínimo del Programa no sea alcanzado dentro del plazo previsto para su activación, los fondos aportados por los inversionistas serán reembolsados conforme al procedimiento establecido en este Documento y a los mecanismos operativos habilitados por el PSAD, típicamente dentro de T+0 a T+2 desde la cancelación de la suscripción y, en ningún caso, después de cinco (5) días hábiles contados desde dicha cancelación, sin generar compensación adicional, salvo disposición expresa en contrario. El monto mínimo para cualquier orden de suscripción u orden de redención será el equivalente a DIEZ DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$10.00), a partir del cual el sistema calculará y asignará la fracción correspondiente del Token de Ingreso aplicable; (m) Quema de los Tokens de Ingreso: Los Tokens de Ingreso serán cancelados en blockchain mediante su quema únicamente en los supuestos expresamente previstos en la documentación del Programa y como acto final de liquidación respecto de la Emisión correspondiente. En particular, la quema procederá exclusivamente como consecuencia de: (i) el ejercicio de la Opción de Redención del Emisor o del Derecho de Redención del Titular; o (ii) un Evento de Caducidad. La quema del Token de Ingreso se llevará a cabo únicamente después de que: (a) el monto pagadero haya sido determinado conforme al presente Contrato, el DIR y demás documentación del Programa; (b) se haya realizado, vendido, liquidado o dispuesto el Activo de Referencia correspondiente, cuando ello resulte aplicable; (c) se hayan recibido los fondos derivados de dicha realización; y (d) se hayan aplicado o determinado las deducciones, costos, comisiones, impuestos y retenciones pertinentes. La quema constituye exclusivamente un mecanismo de registro, cancelación y evidencia tecnológica de la extinción del Token de Ingreso, y no constituye por sí misma un medio de pago. Una vez efectuada la quema, se ejecutará el pago o acreditación efectiva a favor del Titular mediante la infraestructura del PSAD, conforme a los plazos operativos previstos en el presente Contrato, en el DIR y en la demás documentación del Programa. (n) Descripción del Destino de Fondos: Los fondos obtenidos por el Emisor como resultado de la colocación de Tokens de Ingreso bajo el Programa (los "Fondos del Programa") serán aplicados prioritariamente a la adquisición de los Activos de Referencia de cada Emisión que integran el Paquete de Garantía, conforme a los criterios de elegibilidad y parámetros establecidos en el presente Contrato, en el DIR y demás documentación del Programa. (o) Designación de Agente de Verificación y delimitación de funciones: En el marco del Programa, el Emisor designará un Agente de Verificación como tercero independiente encargado de efectuar verificaciones objetivas, documentadas y de carácter no discrecional respecto de: (i) la existencia y suficiencia del Paquete de Garantía del Programa, incluyendo los Activos de Referencia y sus derechos accesorios asociados; (ii) la consistencia operativa entre los Tokens de Ingreso emitidos y en circulación y los activos y derechos mantenidos como respaldo, conforme a la regla del Programa, según la cual no se emiten Tokens de Ingreso sin respaldo económico; y (iii) la fuente del precio o valor utilizado para las determinaciones económicas previstas en el Programa, confirmando que dicho precio o valor proviene de reportes emitidos por el Agente Corredor de Bolsa designado, sin cálculo autónomo o

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discrecional por parte del Emisor o del PSAD. El Agente de Verificación realizará dichas verificaciones con una periodicidad mensual, y podrá emitir reportes adicionales de forma ad hoc cuando las circunstancias lo requieran, los Agentes de Garantía, los Titulares o cualquier otra persona con interés legítimo. Dichos reportes se basarán exclusivamente en información objetiva y evidencias razonablemente disponibles, sin implicar valoración, interpretación subjetiva ni juicio discrecional sobre la conveniencia, razonabilidad o mérito económico de las operaciones del Programa. Con el exclusivo propósito de permitir verificaciones objetivas, documentadas y no discrecionales, el Emisor deberá procurar y mantener mecanismos razonables para que el Agente de Verificación tenga acceso independiente de solo lectura a la información reflejada en las cuentas fiat, cuentas operativas, cuentas de corretaje, cuentas de custodia, cuentas de valores, cuentas de exchange, wallets institucionales, subregistros, dashboards, portales operativos o cualesquiera otros registros en os que consten activos, fondos, posiciones o movimientos vinculados al Programa o a la Emisión correspondiente, en la medida en que ello sea jurídica, contractual y operacionalmente viable. Dicho acceso tendrá carácter estrictamente informativo y de verificación, sin facultad alguna de disposición, instrucción, movilización, bloqueo o administración sobre los activos, fondos o cuentas. Cuando, por restricciones regulatorias, contractuales, tecnológicas o impuestas por terceros, dicho acceso de solo lectura no pudiere habilitarse respecto de alguna cuenta o registro relevante, el Emisor deberá proporcionar evidencia, reportes de terceros, extractos, certificaciones o documentación equivalente suficiente para suplir razonablemente dicha limitación. Una vez revisada la información aplicable, el Agente de Verificación emitirá el reporte de verificación correspondiente, indicando, según resulte procedente, si la información revisada ha sido confirmada o si subsisten observaciones, salvedades, discrepancias pendientes de conciliación o limitaciones documentales. Si el Agente de Verificación confirma la información correspondiente al reporte mensual, deberá remitir al Emisor, dentro de los cinco (5) días hábiles siguientes a la recepción de la nformación aplicable, un reporte de verificación mensual en forma razonablemente aceptable. Dicho reporte podrá incluir confirmaciones, observaciones, salvedades, notas aclaratorias, discrepancias pendientes de conciliación o referencias a hechos relevantes, según resulte razonable conforme al alcance de la verificación realizada. El Emisor, actuando por sí o a través de MIO3 en cualquiera de las calidades en que intervenga dentro de la estructura del Programa, podrá efectuar retiros de activos, derechos o efectivo con cargo a la Cuenta de Custodia sin necesidad de contar con la autorización previa del Agente de Verificación, siempre que: (i) no haya ocurrido ni continúe un Evento de Caducidad al momento de dicho retiro; y (ii) el Ratio Activo-Obligación de cada Emisión no sea inferior al cien por ciento (100%) luego de dar efecto a dicho retiro. El Agente de Verificación no asumirá deber, obligación ni responsabilidad alguna en relación con tales retiros, y sus funciones se limitarán exclusivamente, de conformidad con los procedimientos establecidos en el presente Contrato, en el DIR y demás documentación del Programa, a verificar el Ratio Activo-Obligación de la Emisión correspondiente y a certificar la ocurrencia de un Incumplimiento Material, cuando corresponda. Para evitar dudas, el Agente de Verificación no actúa como custodio, agente de garantía, agente de pago, asesor de inversión ni garante del cumplimiento del Emisor. Tampoco tiene facultades discrecionales para declarar si el Emisor incurre en algún Incumplimiento Material por sí mismo en casos discrecionales, ni para ejecutar la Garantía o instruir liquidaciones o realizaciones. Su función se limita estrictamente a la verificación de hechos objetivos, la emisión de reportes y la activación de los mecanismos de notificación previstos en el Programa. El Agente de Verificación actuará bajo un estándar de diligencia profesional razonable y de buena fe, y no será responsable por fluctuaciones de mercado, variaciones de precio, iliquidez, retrasos en reportes de terceros ni por información incorrecta proporcionada por Agentes Corredores de Bolsa, custodios u otros terceros fuera de su control razonable, salvo en casos de dolo o culpa grave en la medida permitida por la normativa aplicable; (p) Designación de Agente de Garantías y delimitación de funciones: En el presente Contrato, se designará un agente de garantía local, en adelante el "Agente Local de Garantía", quien actuará exclusivamente en interés colectivo de los Titulares de los Tokens de Ingreso y será el encargado de actuar respecto de las garantías constituidas bajo las leyes de la República de El Salvador sobre: (i) los derechos económicos netos atribuibles a los Titulares derivados de los Activos de Referencia; (ii) los flujos, ingresos, rendimientos y demás beneficios económicos netos generados por los Activos de Referencia; y (iii) los fondos provenientes de la venta, liquidación o cualquier otra forma de realización de dichos Activos de Referencia, en cada caso, únicamente en la medida en que no estén sujetos a los

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Documentos de Garantía constituidos bajo leyes de los Estados Unidos de América. Asimismo, se cuenta contratado a un agente de garantía estadounidense, en adelante el "Agente Estadounidense de Garantía", quien será el encargado de actuar respecto de las garantías constituidas bajo las leyes de los Estados Unidos de América sobre la Cuenta de Custodia mantenida ante el Agente Corredor de Bolsa, así como sobre los valores, activos, posiciones, derechos intermediados, securities entitlements, fondos, productos y demás derechos asociados comprendidos en la estructura de garantía en dicha jurisdicción (q) Paquete de Garantía sobre Activos y Derechos Relacionados al Programa: Para cada Emisión, el cumplimiento de las obligaciones del Emisor derivadas de los Tokens de Ingreso correspondientes a dicha Emisión podrá estar respaldado por los Activos de Referencia relacionados con la misma, sobre los cuales podrán constituirse garantías conforme a la legislación aplicable, incluyendo, entre otras, derecho de garantía, prendas y acuerdos de control. En ningún caso: (i) los Activos de Referencia, incluyendo sus productos, frutos y derechos accesorios, correspondientes a una Emisión podrán servir como garantía, recurso o respaldo de obligaciones correspondientes a otra Emisión; (ii) existirá responsabilidad solidaria, conjunta o recurso compartido entre distintas Emisiones; ni (iii) la ejecución de una garantía o la liquidación de los Activos de Referencia correspondientes a una Emisión afectará, disminuirá o gravará los Activos de Referencia de cualquier otra Emisión. Dichas garantías recaerán exclusivamente sobre los activos y derechos que integran el Paquete de Garantía, sin implicar la transferencia de titularidad de los Activos de Referencia a favor de los inversionistas ni el reconocimiento de derechos de propiedad individualizados sobre activos específicos. Los Activos de Referencia de las Emisiones que formen parte del Paquete de Garantía serán mantenidos en la Cuenta de Custodia abierta y mantenida a nombre de MIO3, S.A. de C.V. a través del Agente Corredor de Bolsa designado. En consecuencia, los activos mantenidos en dichas cuentas corresponderán exclusivamente a activos, derechos y posiciones relacionadas a los Activos de Referencia de las respectivas Emisiones. El Emisor deberá mantener mecanismos adecuados de identificación, trazabilidad y control que permitan verificar en todo momento su afectación al Paquete de Garantía. La constitución, alcance, oponibilidad, control y ejecución de las garantías sobre el Paquete de Garantía se regirán por los Documentos de Garantía y por la legislación aplicable en cada jurisdicción, incluyendo, cuando corresponda, esquemas de control sobre valores mantenidos por intermediarios conforme a marcos jurídicos aplicables en los Estados Unidos de América. Con el objeto de reforzar la integridad jurídica, estructural y operativa de la Emisión, el Emisor se obliga a celebrar un Contrato de Cesión de Derechos Económicos, en virtud del cual cederá de manera irrevocable, exclusiva y limitada a favor de los Titulares de los Tokens de Ingreso de la Emisión correspondiente, la totalidad de los derechos económicos futuros, contingentes y eventuales que pudieren corresponderle al Emisor derivados de los Flujos Atribuibles, los Ingresos de Realización y, cuando corresponda, los Ingresos Netos de Ejecución vinculados al Activo de Referencia específico de dicha Emisión, conforme a los términos del presente DIR y de la demás Documentación de la Emisión. La finalidad del Paquete de Garantía es reforzar la oponibilidad, prelación, control y trazabilidad del esquema de respaldo del Programa, así como habilitar un mecanismo de ejecución ordenada en caso de ocurrencia de un Evento de Caducidad, sin que ello constituya garantía de rentabilidad, precio mínimo o ausencia de pérdidas. El Emisor podrá retirar, a través de MIO3, activos, derechos o efectivo de la Cuenta de Custodia, siempre que: (i) no haya ocurrido ni continúe un Evento de Caducidad al momento de dicho retiro; y (ii) el Ratio Activo-Obligación de cada Emisión no sea inferior al cien por ciento (100%) luego de dar efecto a dicho retiro. Con anterioridad a la ocurrencia de un Evento de Caducidad, el Emisor podrá instruir a MIO3 para retirar activos, derechos o efectivo de la Cuenta de Custodia sin requerir autorización previa del Agente de Verificación. Dicha facultad resulta necesaria para permitir al Emisor atender oportunamente las solicitudes de redención efectuadas por los Titulares. Los Titulares tendrán un derecho económico exclusivo y proporcional sobre los Activos de Referencia aplicables a la respectiva Emisión, limitado al acceso a los Ingresos Netos de Ejecución que resulte de su eventual ejecución y distribución conforme al régimen de recurso limitado y a la Prelación de Pagos prevista en el presente Contrato, en el DIR y la Documentación de Garantía aplicable. El Emisor mantendrá registros internos que permitan identificar de forma separada, trazable e individual los Activos de Referencia correspondientes a cada Emisión; **III) PROCEDIMIENTOS EN CASO DE INCUMPLIMIENTO DEL EMISOR:** (a) Incumplimientos Materiales: Constituirá un "Incumplimiento Material" cualquiera de los supuestos previstos a continuación, siempre que el hecho o circunstancia de que se trate permanezca en situación de

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incumplimiento durante el plazo específico de persistencia indicado para cada supuesto. La configuración de un Incumplimiento Material no constituirá por sí sola un Evento de Caducidad, sino que dará lugar al procedimiento de notificación, subsanación, verificación y decisión de los Titulares previsto en las secciones siguientes. Constituirá un "Incumplimiento Material" cualquiera de los siguientes supuestos: i) Incumplimiento de pago por Derecho de Redención del Titular: Que el Emisor no pague el Monto de Redención adeudado al Titular que haya sido debidamente verificado conforme a las políticas KYC/AML del Programa, que haya ejercido válidamente la Derecho de Redención por Parte del Titular y haya puesto a disposición o entregado los Tokens de Ingreso correspondientes para su redención, siempre que el monto total exigible y no pagado sea superior a CIEN MIL DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA (US$100,000.00) y que dicho impago continúe durante treinta (30) días calendario contados a partir de la fecha más reciente en que el Emisor hubiere debido remitir el pago correspondiente conforme a los procedimientos operativos del Programa. ii) Deterioro material del respaldo / Ratio Activo-Obligación: Que el Ratio Activo-Obligación de una Emisión sea inferior a ciento por ciento (100%) al cierre de mercado de cualquier Día Hábil de Mercado, y que dicha situación continúe durante treinta (30) días calendario consecutivos sin haber sido subsanada; "Día Hábil de Mercado" significa cualquier día en que el mercado de valores de los Estados Unidos de América relevante en el que se negocie el Activo de Referencia aplicable se encuentre abierto para operaciones ordinarias de negociación, de conformidad con su calendario oficial; iii) Pérdida material de garantía, control, perfeccionamiento o prelación: Que la Garantía principal o cualquier Garantía Adicional material para la estructura del Programa deje de ser válida, oponible, ejecutable, debidamente perfeccionada o de prelación preferente conforme a la legislación aplicable, o que se pierda el control contractual u operativo necesario sobre cuentas, derechos o activos integrantes del Paquete de Garantía, y que dicha situación continúe durante treinta (30) días calendario contados a partir de su notificación al Emisor; iv) Afectación material no autorizada del Paquete de Garantía: Que, fuera de los supuestos expresamente permitidos por el presente DIR y por los Documentos de Garantía, cualquier tercero embargue, ejecute, tome posesión, restrinja, inmovilice, interfiera materialmente o afecte de cualquier otra forma el Paquete de Garantía, las cuentas del Emisor relacionadas al Programa o los derechos y flujos comprendidos en aquél, de manera que se perjudique materialmente su integridad, disponibilidad, control o realizabilidad, y que dicha situación continúe durante treinta (30) días calendario contados a partir de su notificación al Emisor; v) Ilicitud o cese regulatorio material: Que el Emisor infrinja normas legales o regulatorias aplicables, o que sobrevenga un cambio normativo, requerimiento, orden, resolución o medida de autoridad competente de forma tal que resulte ilegal o materialmente inviable continuar el Programa, mantener el respaldo previsto, realizar los Activos de Referencia, efectuar los pagos comprometidos o conservar la estructura de garantía en sus términos esenciales, y que dicha situación continúe durante treinta (30) días calendario contados a partir de su notificación al Emisor o, de ser mayor, durante el plazo mínimo de remedio exigido imperativamente por la normativa aplicable; vi) Insolvencia o procedimiento concursal involuntario: Que se dicte una orden, resolución o medida en un procedimiento involuntario de insolvencia, liquidación, reorganización o similar contra el Emisor, y que dicha orden, resolución o medida permanezca vigente, no suspendida, no desestimada y no dejada sin efecto durante sesenta (60) días calendario consecutivos; vii) Insolvencia o procedimiento concursal voluntario: Que el Emisor inicie voluntariamente un procedimiento de insolvencia, reorganización, liquidación o similar; consienta una orden de alivio en un procedimiento involuntario; consienta el nombramiento de un liquidador, administrador o interventor; o realice actos sustancialmente análogos conforme a la legislación aplicable; viii) Invalidez, ilegalidad, repudio o fallo material de documentación o de tercero clave. Que: A) cualquier documento material del Programa o de la estructura de garantía sea declarado inválido, ilegal o inexigible, de forma tal que se afecten materialmente los derechos de los Titulares, la continuidad del Programa o la ejecutabilidad del Paquete de Garantía; o, B) cualquier tercero clave en la operativa del Programa, incluyendo el PSAD, el Agente Corredor de Bolsa, custodios, proveedores de cuenta, Agente de Pago o los Agentes de Garantía, incurra en incumplimiento, cese operativo, suspensión, pérdida de habilitación, falla material o evento equivalente que afecte materialmente el funcionamiento del Programa, la disponibilidad o realización del Paquete de Garantía, o la capacidad del Emisor de cumplir con sus obligaciones, y que, en cualquiera de los casos anteriores, dicha situación continúe, no sea remediada, sustituida o neutralizada dentro de treinta (30) días calendario contados desde su notificación al Emisor, salvo que por su naturaleza objetiva

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se trate de un supuesto no subsanable. (b) Periodo de Subsanación aplicable a los Incumplimientos Materiales: Una vez verificada la persistencia del supuesto respectivo durante el plazo específico indicado para cada Incumplimiento Material y notificado dicho extremo al Emisor, éste dispondrá de un período adicional de noventa (90) días calendario (el "Período de Subsanación") para remediar, corregir, neutralizar o subsanar el Incumplimiento Material de que se trate. Durante dicho Período de Subsanación, el Emisor podrá, según corresponda, pagar montos exigibles, recomponer el Ratio Activo-Obligación, restituir o sustituir el Paquete de Garantía, regularizar incumplimientos operativos o contractuales, sustituir terceros claves o adoptar cualesquiera otras medidas necesarias para restablecer el cumplimiento del Programa. En consecuencia, ningún Incumplimiento Material constituirá, por sí solo y de manera automática, un Evento de Caducidad, y la liquidación de la Emisión afectada y la ejecución de la Garantía únicamente podrán producirse una vez agotado el procedimiento previsto; (c) Procedimiento de Verificación de Incumplimientos Materiales: Cuando el Agente de Verificación, con base en la información disponible del Programa, documentación de soporte, registros operativos, reportes, comunicaciones de terceros relevantes o cualquier otra fuente razonablemente confiable, identifique la posible ocurrencia de un hecho o circunstancia que, conforme al presente DIR, pueda constituir un Incumplimiento Material, deberá verificar: (i) la ocurrencia objetiva del supuesto respectivo; (ii) que dicho supuesto haya permanecido en situación de incumplimiento durante el plazo específico de persistencia aplicable conforme al presente Contrato, el DIR y la demás documentación del Programa; y (iii) que, una vez notificado al Emisor, haya transcurrido íntegramente el Período de Subsanación sin que hubiere mediado subsanación, remedio o neutralización suficiente. Verificados dichos extremos, el Agente de Verificación deberá emitir una certificación escrita de ocurrencia y continuidad del Incumplimiento Material, en la que haga constar al menos: (a) el supuesto constitutivo correspondiente; (b) la fecha de ocurrencia, en la medida en que pueda determinarse; (c) el plazo específico de persistencia aplicable; (d) la fecha de notificación al Emisor; (e) el vencimiento del Período de Subsanación; y (f) la circunstancia de que el incumplimiento subsiste sin haber sido remediado de manera suficiente. Emitida dicha certificación, el Agente de Verificación la notificará al Emisor, al Representante Común y a los Titulares, a fin de que éstos conozcan formalmente la ocurrencia del Incumplimiento Material y puedan adoptar la decisión que corresponda conforme al presente DIR. El Agente de Verificación actuará exclusivamente como verificador de hechos objetivos y no tendrá facultades discrecionales para declarar por sí mismo la caducidad, instruir la ejecución de la Garantía ni sustituir la voluntad colectiva de los Titulares. (d) Decisión de los Titulares y certificación de la mayoría: Una vez emitida y notificada la certificación escrita de ocurrencia y continuidad del Incumplimiento Material por parte del Agente de Verificación, los Titulares de los Tokens de Ingreso de la Emisión afectada podrán adoptar la decisión colectiva correspondiente respecto de si dicho Incumplimiento Material deberá dar lugar a la liquidación anticipada de la Emisión afectada y a la ejecución de la Garantía. La decisión deberá ser adoptada mediante los mecanismos de votación previstos en el presente Contrato, en el DIR y en la demás documentación del Programa, debiendo quedar respaldada por un registro trazable, verificable y auditable en el sistema de tecnología de registro distribuido o en los mecanismos operativos habilitados por el PSAD. Tratándose de decisiones que puedan dar lugar a la liquidación anticipada de una Emisión, a la ejecución de la Garantía, o a cualquier otra medida que afecte sustancialmente el régimen de recurso limitado o los derechos económicos colectivos de los Titulares, se requerirá, en todos los casos, el voto favorable de Titulares que representen al menos el cincuenta y uno por ciento (51%) de los Tokens de Ingreso en circulación con derecho a voto de la Emisión afectada. El Agente de Verificación verificará formalmente, con base en los registros disponibles del sistema de tecnología de registro distribuido, los reportes del PSAD, la certificación del Representante Común o los mecanismos de verificación previstos en el Programa, que la mayoría requerida haya sido válidamente alcanzada. Una vez verificado dicho extremo, el Agente de Verificación emitirá la certificación correspondiente de cumplimiento de mayoría y la notificará al Emisor, al Representante Común, a los Titulares y, cuando corresponda, a los Agentes de Garantía. La falta de quórum, la falta de la mayoría requerida o la imposibilidad técnica de cerrar válidamente la votación implicará que la propuesta respectiva se tendrá por no aprobada, sin que ello autorice la sustitución de la voluntad colectiva por parte del Representante Común, del Agente de Verificación o de los Agentes de Garantía. (e) Evento de Caducidad e instrucción de ejecución de la Garantía: Se considerará ocurrido un "Evento de Caducidad" únicamente cuando concurran conjuntamente las

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siguientes circunstancias: (i) el Agente de Verificación haya certificado la ocurrencia y continuidad de un Incumplimiento Material conforme al DIR; (ii) los Titulares de los Tokens de Ingreso de la Emisión afectada hayan aprobado, con la mayoría requerida conforme al presente DIR, que dicho Incumplimiento Material dé lugar a la liquidación anticipada de la Emisión afectada y a la ejecución de la Garantía; y (iii) el Agente de Verificación haya certificado formalmente el cumplimiento de dicha mayoría. Para evitar dudas, no se entenderá ocurrido un Evento de Caducidad cuando la propuesta correspondiente no haya sido sometida válidamente a votación, cuando la votación no hubiere podido cerrarse válidamente conforme a los parámetros técnicos y procedimentales aplicables, cuando no se hubiere alcanzado el quórum requerido, o cuando no se hubiere obtenido la mayoría exigida conforme al presente DIR. En tales casos, la Emisión continuará sujeta al régimen ordinario previsto en este Documento, sin perjuicio de la posibilidad de convocar una nueva votación, adoptar medidas conservatorias o divulgar la situación como hecho relevante cuando corresponda. Una vez ocurrido el Evento de Caducidad, el Agente de Verificación dispondrá de un plazo máximo de quince (15) días calendario contados a partir de la certificación indicada en el párrafo anterior para instruir a los Agentes de Garantía que correspondan, el inicio del proceso de ejecución conforme a los Documentos de Garantía y notificará al Emisor de dicha circunstancia. Si el Agente de Verificación no impartiera dicha instrucción dentro del plazo antes señalado, el Representante Común, actuando con base en la decisión previamente adoptada por los Titulares, quedará facultado para instruir directamente a los Agentes de Garantía que correspondan y al Emisor, acompañando la certificación del Agente de Verificación relativa a la ocurrencia del Incumplimiento Material y al cumplimiento de la mayoría requerida. Si no existiere una decisión colectiva válidamente adoptada con la mayoría requerida, el Representante Común no podrá sustituir la voluntad colectiva de los Titulares ni instruir por sí solo la ejecución de la Garantía o la liquidación anticipada de la Emisión. En tal supuesto, su actuación quedará limitada a los actos conservatorios y de preservación expresamente permitidos conforme al presente Contrato. La nueva convocatoria o reapertura del proceso de votación no alterará la mayoría sustantiva exigida para aprobar la liquidación anticipada de la Emisión y la ejecución de la Garantía, la cual seguirá requiriendo, en todo caso, el voto favorable de Titulares que representen al menos el cincuenta y uno por ciento (51%) de los Tokens de Ingreso en circulación con derecho a voto de la Emisión afectada. Una vez recibida la instrucción de ejecución, los Agentes de Garantía procederán, conforme a los Documentos de Garantía y a la instrucción aplicable, a la realización, monetización o liquidación total o parcial de los Activos de Referencia de la Emisión correspondiente, incluyendo la venta de dichos Activos de Referencia a través del Agente Corredor de Bolsa designado o la ejecución de cualesquiera derechos, cuentas, flujos de efectivo o garantías adicionales comprendidas en el Paquete de Garantía. Los Agentes de Garantía deberán documentar razonablemente las actuaciones realizadas en el proceso de ejecución y mantener un expediente o soporte documental suficiente de dicho proceso, incluyendo, cuando corresponda, las instrucciones recibidas, confirmaciones operativas, reportes de ejecución, liquidaciones, costos incurridos y cualquier otra documentación relevante. A partir de la ocurrencia de un Evento de Caducidad, y sin perjuicio de la instrucción formal de ejecución, el Emisor deberá de adoptar las medidas razonablemente necesarias para preservar el valor realizable del Paquete de Garantía y permitir una ejecución ordenada del mismo, incluyendo: (a) suspender nuevas suscripciones respecto de la Emisión afectada; (b) suspender o limitar temporalmente transferencias y/o redenciones respecto de la Emisión afectada cuando ello resulte necesario para evitar afectaciones a la integridad del proceso de realización; (c) fijar una fecha y hora de corte para determinar los Titulares con derecho a participar en los productos de realización, conforme a los registros del PSAD y del registro dentro de la cadena; y (d) cooperar con los Agentes de Garantía y el Representante Común de la Emisión afectada en la realización, liquidación o ejecución, total o parcial, del Paquete de Garantía de la Emisión respectiva conforme a los Documentos de Garantía, a condiciones de mercado y a los procedimientos operativos aplicables. Los montos netos obtenidos como resultado de la ejecución del Paquete de Garantía deberán ser transferidos o puestos a disposición del Agente de Pago, quien será el encargado de efectuar la distribución a los Titulares conforme a la Prelación de Pagos establecida en el presente Contrato, en el DIR y demás documentación del Programa. En ningún caso los Agentes de Garantía realizarán distribuciones directas a los Titulares. **IV) BILLETERA DIGITAL:** Los Tokens de Ingreso se mantendrán en billeteras digitales custodiadas por MIO3 para asegurar: (i) la seguridad informática sobre los tokens; (ii) el cumplimiento y la ejecución de las garantías;

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(iii) obligaciones de reporte de MIO3 a la CNAD; y (iv) el adquirente mantenga los activos digitales en una billetera digital custodiada por MIO3 para garantizar el cumplimiento de las limitaciones a la transferencia aplicables según la ley y normativa vigente, y haya aceptado los términos y condiciones del funcionamiento de dicha billetera digital custodiada y aquellos aplicables a los activos digitales. Los términos de uso de la billetera digital estarán disponibles en la plataforma de MIO3. **V) DESIGNACIÓN DE PROVEEDOR DE SERVICIOS DE ACTIVOS DIGITALES, AGENTE DEL PROGRAMA Y AGENTE DE PAGO:** (a) Designación de Proveedor de Servicios de Activos Digitales: Para los efectos del Programa de Emisión de los activos digitales contemplada en el presente Contrato, el Emisor designa en este acto a MIO3 como proveedor de servicios de activos digitales para los efectos de la tokenización y emisión. Por su parte, MIO3 acepta en este acto su cargo bajo los términos y condiciones del presente Contrato. En el ejercicio de su cargo, MIO3 tendrá las siguientes atribuciones: a) realizar el intercambio de los Tokens de Ingreso por dinero fiduciario o por otros activos digitales; b) colocar los tokens en la plataforma de MIO3 y en las billeteras digitales custodiadas por MIO3; c) realizar, en su calidad de Proveedor de Servicios de Activos Digitales autorizado, la estructuración operativa y emisión por cuenta del Emisor de los Tokens de Ingreso; d) realizar los actos que sean necesarios ante la CNAD y demás autoridades de la República de El Salvador para la emisión de los activos digitales contemplados en el presente Contrato, incluyendo sin limitación, aquellos actos que sean necesarios o consecuencia de procesos de ofertas públicas o privadas de emisión de activos digitales; y e) cualquier otra atribución y facultad que sea permitida a los proveedores de servicios de activos digitales bajo la Ley de Emisión de Activos Digitales en relación con los activos digitales objeto del presente Contrato. Las facultades de MIO3 no se verán afectadas en caso de que MIO3 deba realizar actos que sean necesarios para la correcta ejecución, a favor de los Titulares de los Tokens de Ingreso, de los derechos y recursos concedidos a favor de ellos mediante la documentación de la Emisión, pudiendo para tales efectos actuar como agente para ejercer dichas atribuciones. Los activos digitales serán inicialmente emitidos mediante los procedimientos aplicables a las ofertas públicas de activos digitales. (b) Designación del Agente del Programa de Emisión: En el marco del Programa, el Emisor designa a MIO3, S.A. de C.V., en su calidad de Proveedor de Servicios de Activos Digitales, como Agente del Programa de

Emisión (el "Agente del Programa"), para actuar dentro del alcance operativo y contractual previsto en la documentación del Programa de Emisión, a fin de apoyar la correcta implementación y operación del Programa, incluyendo, entre otros, la coordinación de los procesos de emisión, registro y custodia tecnológica, la aplicación de restricciones de elegibilidad, las conciliaciones operativas y demás tareas de soporte que se prevean en la documentación del Programa. El Emisor reconoce que, en toda actuación, instrucción, certificación, notificación o gestión realizada bajo o con ocasión de la documentación del Programa, el Agente del Programa actuará únicamente en su calidad de agente designado, y no (i) en nombre propio, (ii) como obligado principal frente a los Titulares, (iii) como garante o asegurador de la solvencia del Emisor o del desempeño económico del Programa, ni (iv) en ninguna calidad distinta a la aquí establecida. La designación del Agente del Programa no implica la creación de derechos societarios, políticos, de voto o de gobernanza sobre el Emisor o sobre los Activos de Referencia a favor de los Titulares, sin perjuicio de los mecanismos de decisión colectiva de los Titulares expresamente previstos en el presente Contrato, en el DIR y en la demás documentación del Programa; en consecuencia, las funciones del Agente del Programa se circunscriben a las obligaciones expresamente asumidas en la documentación del Programa. Salvo dolo o culpa grave debidamente acreditada, el Agente del Programa no será responsable por pérdidas derivadas de fluctuaciones de mercado, iliquidez, actos u omisiones de terceros, interrupciones tecnológicas, eventos regulatorios o cualquier circunstancia fuera de su control razonable, limitándose su responsabilidad al cumplimiento diligente de las obligaciones expresamente asumidas bajo el Programa.(c) Designación del Agente de Pago: Para fines de liquidación y pagos derivados de los Tokens de Ingreso emitidos bajo el Programa, el Emisor designa a MIO3, S.A. de C.V. como Agente de Pago (el "Agente de Pago"). El Agente de Pago actuará por cuenta y orden del Emisor y únicamente como ejecutor operativo de instrucciones válidas emitidas conforme a la documentación del Programa, incluyendo, según corresponda: (i) canalizar pagos por redenciones, vencimientos cuando apliquen, distribuciones de Flujos Atribuibles cuando estén previstas, y cualesquiera otros montos pagaderos conforme al Documento de Información Relevante y la demás Documentación del Programa; y (ii) ejecutar la acreditación de dichos montos a las billeteras digitales designadas por los Titulares o

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mediante los mecanismos de pago previstos en el Programa. El Agente de Pago no asume obligación directa, personal, solidaria, subsidiaria ni de garantía frente a los Titulares de los Tokens de Ingreso respecto de las obligaciones de pago del Emisor, ni actúa como depositario, entidad financiera, asegurador o garante; su responsabilidad se limita a la correcta ejecución operativa de las instrucciones del Emisor conforme a la documentación del Programa, a los procedimientos del PSAD y a las validaciones de cumplimiento, incluyendo controles KYC/AML, verificación de dirección de billetera y controles de seguridad aplicables. El Emisor reconoce que la ejecución de pagos puede depender de terceros, incluyendo redes blockchain, proveedores de infraestructura, entidades de conversión y/o custodios, y que el Agente de Pago no será responsable por demoras, fallas o reversos atribuibles a dichos terceros o a la infraestructura subyacente, salvo dolo o culpa grave debidamente acreditada. **VI) FACULTADES DE MIO3:** Para los efectos de la emisión de los activos digitales objeto del presente Contrato y como condición para la correcta operatividad de los mismos. el Emisor y MIO3 acuerdan que MIO3 en su calidad de proveedor de servicios de activos digitales será el agente exclusivo para recibir los fondos provenientes de la venta de los tokens, así como para recibir los fondos necesarios para pagar los flujos tokenizados distribuibles a los Titulares, con el objeto que MIO3 pueda registrar apropiadamente el cumplimiento de las obligaciones del Emisor a favor de los Titulares de los mismos y realizar los actos requeridos para informar al contrato inteligente respectivo del cumplimiento o incumplimiento de las obligaciones bajo el presente Contrato. Para cumplir con la obligación de pagar los flujos tokenizados distribuibles a favor de los titulares de los Tokens de Ingreso, el Emisor deberá entregar a MIO3, los montos correspondientes a pago de los flujos tokenizados distribuibles, con por lo menos DOS días hábiles de anticipación, para que MIO3 pueda preparar de forma diligente la distribución a los titulares de Tokens de Ingreso. MIO3 queda en este acto relevado de cualquier responsabilidad en caso de que los flujos tokenizados distribuibles bajo los términos de los tokens no sean recibidos por MIO3 con por lo menos DOS días hábiles antes de la fecha de pago establecida en el DIR, o en una cantidad inferior a la requerida bajo el DIR y los activos digitales emitidos. La distribución será realizada por el Emisor a las billeteras digitales verificadas designadas conforme a los procedimientos del PSAD, siendo por cuenta del Titular cubrir con los gastos, comisiones y costos correspondientes del intercambio de dinero fiduciario por Monedas Estables u otros activos digitales. **VII) ACTO DE EMISIÓN DE ACTIVOS DIGITALES:** El Emisor autorizará el Programa de Emisión de los activos digitales por medio de MIO3 en su calidad de proveedor de servicios de activos digitales, bajo las características, términos y condiciones establecidos en este Contrato y en aquellos que se establezca en el DIR del Programa de Emisión de los Tokens de Ingreso, o cualquier otro documento complementario a el Programa. La representación digital de los derechos económicos establecidos en este instrumento y en la documentación de la Emisión operará mediante la emisión de los tokens respectivos en el sistema de tecnología de registro distribuido Polygon y se entenderán emitidos y perfeccionados al momento de su creación y colocación en la billetera digital custodiada del Emisor o del comprador de los mismos por MIO3, quedando en este acto MIO3 autorizado para transferir los tokens a favor de los adquirentes de los mismos contra recepción de MIO3 de los fondos correspondientes de dichos adquirentes. **VIII) TÍTULO EJECUTIVO:** En adición a cualquier otro derecho que confiera el presente Contrato y los demás documentos, instrumentos y contratos otorgados por el Emisor con motivo del Programa de Emisión de los Tokens de Ingreso, la certificación que emita MIO3 como proveedor de servicios de activos digitales, tendrá la calidad de título ejecutivo conforme las reglas contenidas en el Código Procesal Civil y Mercantil y de conformidad con lo establecido en el artículo tres y cinco de la Ley de Emisión de Activos Digitales. MIO3 podrá emitir dicha certificación a favor de las personas que sean los titulares de los activos digitales en el ejercicio de los derechos y obligaciones que confieran los Tokens de Ingreso siendo por cuenta del solicitante que demuestre dicho interés legítimo cubrir con los costos y gastos correspondientes para la emisión de la certificación por MIO3. **IX) OBLIGACIONES GENERALES DEL EMISOR:** En adición a las obligaciones establecidas en otras cláusulas del presente Contrato y aquellas que por ley tenga el Emisor, el Emisor tendrá las siguientes obligaciones: a) asumir los gastos, honorarios y tasas a ser pagados a la CNAD, certificadores, que sean aplicables, ya sea que los activos digitales se emitan bajo el procedimiento de oferta privada u oferta pública de activos digitales; b) reembolsar a MIO3 dentro de los cinco días hábiles siguientes a la fecha de haber sido incurridos, todos los gastos debidamente documentados en que incurra MIO3 en su calidad de proveedor de servicios de activos digitales por

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cualquier gestión o actuación realizada por MIO3 bajo los términos del presente Contrato; c) entregar a MIO3 dentro de los cinco días siguientes a su requerimiento, o dentro del plazo aplicable según requerimiento de autoridad, todos los documentos e información que sean legalmente necesarios o requeridos por la CNAD o por cualquier otra autoridad a MIO3 con relación a la emisión de activos digitales; y, d) entregar a MIO3 dentro de los cinco días siguientes a su requerimiento, o dentro del plazo aplicable según requerimiento de autoridad, toda la información y documentación que sea solicitada por MIO3 para sus procesos de debida diligencia y cumplimiento de obligaciones relativas a normas, leyes y políticas para prevenir el lavado de dinero y de activos o cualquier otra obligación legal o regulatoria de MIO3 ante la CNAD y cualquier otra autoridad, así como la documentación e información que sea necesaria actualizar para dar cumplimiento a dichas políticas y procedimientos. **X) DERECHOS Y OBLIGACIONES ESPECIALES DE MIO3 COMO PROVEEDOR DE SERVICIOS DE ACTIVOS DIGITALES:** En adición a las obligaciones para proveedores de servicios de activos digitales establecidas en la LEAD, MIO3 se obliga a cumplir con las siguientes obligaciones durante el tiempo en que actúe como proveedor de servicios de activos digitales: a) MIO3 ejecutará sus funciones y obligaciones bajo las cláusulas del presente Contrato y aquellos contratos accesorios o adicionales que sean otorgados por MIO3 en cumplimiento a los términos y condiciones del presente Contrato, con diligencia, pero sólo será responsable bajo dichos actos y contratos en caso que medie culpa grave o dolo de su parte, y siempre que la culpa grave o dolo de MIO3 haya sido determinada mediante una decisión final y ejecutoriada por parte de una autoridad competente; b) MIO3 no tendrá obligación de actuar en un servicio específico solicitado como proveedor de servicios de activos digitales del Emisor si, en la opinión de MIO3, el cumplimiento de dicho servicio o actuación: (i) resultaría en la violación de alguna ley, norma, reglamento u orden judicial o de una autoridad, o de derechos conferidos a favor de los titulares de los activos digitales; (ii) violaría los términos y condiciones de este Contrato, y/o sus documentos, instrumentos o contratos accesorios; o (iii) requeriría que MIO3 incurriere en gastos que no hayan sido entregados por el Emisor o los titulares de los activos digitales; c) MIO3 queda liberado de toda responsabilidad en caso de actuar de la forma en que MIO3 sea asesorada legalmente a actuar, para dar cumplimiento al presente Contrato, la LEAD y demás normativa aplicable, así como de cualquier daño o perjuicio que pueda producirse por la demora de tomar dicha acción, mientras MIO3 obtiene tal asesoría, siempre y cuando la asesoría sea proporcionada por un profesional independiente, que cuente con las acreditaciones y atestados necesarios, y sea de reconocida competencia en el tema de asesorar. MIO3 ejercerá sus facultades en función del fin que deba realizar; d) En el evento que surja cualquier duda relacionada con la interpretación o aplicación de cualquiera de las disposiciones de MIO3 o sus deberes bajo el mismo, MIO3 podrá contratar los servicios de asesores legales independientes, que cuenten con las acreditaciones y atestados necesarios, y sean de reconocida competencia, los cuales elegirá con la debida diligencia; quedando por este medio plenamente facultado para actuar con base en las recomendaciones u opiniones de tales asesores, sin responsabilidad alguna por éste hecho, excepto cuando sus actuaciones resulten en culpa grave o dolo, debidamente determinado mediante decisión final y ejecutoriada de una autoridad competente; e) el ejercicio de derechos para asegurar el cumplimiento o para prevenir o actuar ante cualquier incumplimiento de los términos y condiciones de los activos digitales, actos, hechos y documentos que dan origen, o en consideración a los cuales, se emiten los activos digitales serán responsabilidad exclusiva del Emisor y de los titulares de los activos digitales emitidos; f) MIO3 no tendrá responsabilidades adicionales ni implícitas, salvo aquellas expresamente contenidas en el presente Contrato y en los demás documentos de la tokenización. En consecuencia, MIO3 no tendrá responsabilidades de adelantar recursos propios para atender pagos, en el evento de que no haya recibido fondos suficientes para tal efecto. No recaerá sobre MIO3 la responsabilidad de indagar, determinar, o mediar en las controversias que puedan exigir o surgir entre el Emisor y los titulares de los activos digitales emitidos o cualquier tercero; g) MIO3 no responderá por eventos de fuerza mayor o caso fortuito, ni por acciones ni omisiones, ni por errores de hecho o derecho, siempre que actúe de conformidad con lo previsto en el presente Contrato y de conformidad con las leyes aplicables; y, h) MIO3 actuará como proveedor de servicios de activos digitales en relación con la Emisión de los activos digitales contemplados en el presente acto, salvo el caso que exista una causal legal que lo habilite para no continuar actuando en tal calidad. **XI) REPRESENTANTE COMÚN DE LOS ACTIVOS DIGITALES:** El Programa de Emisiones de Tokens de Ingreso contará con un representante común,

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quien será denominado "Representante Común". El Representante Común actuará como agente del Programa y podrá ser una persona natural o jurídica, quien ejercerá la representación, así como los derechos y obligaciones correspondientes, en nombre de los titulares de los activos digitales, dentro del marco de este Programa. En el evento que varios Titulares adquieran un token, o una fracción o cuota de un activo digital de la Emisión, los titulares de dichos tokens, fracciones o cuotas de la Emisión deberán nombrar al Representante Común que represente sus intereses y derechos en relación con sus Tokens de Ingreso, mediante mecanismos de votación propios del sistema de tecnología de registro distribuido empleado para la Emisión, ofreciendo transparencia y verificabilidad. MIO3 estará liberado de responsabilidad en caso de no actuar, en el evento que reciba instrucciones de titulares de los Tokens de Ingreso que no comprueben haber cumplido con los requisitos de representación y votación de los titulares de los activos digitales emitidos, de forma que sea verificable por MIO3 directamente en un sistema de tecnología de registro distribuido. A) Designación del Representante Común y Reglas de Representación: El Programa de Emisión de Tokens de Ingreso deberá contar con su propio Representante Común, y la designación y actuación del mismo estará sujeta a las siguientes reglas: (a) MTX Services S.A.S. de C.V. queda designado como tercero independiente que actuará como Representante Común del Programa. Dicha designación permanecerá vigente salvo y hasta que sea removido y reemplazado por los titulares de los Tokens de Ingreso, los "Titulares", mediante resolución adoptada en Asamblea de Titulares, de conformidad con las reglas de votación y quórum establecidas en el DIR; (b) El Representante Común, una vez designado, estará facultado para actuar en nombre y representación de los Titulares ante el Emisor y cualquier otra parte relevante, en cualquier actuación requerida bajo este Contrato, el DIR, la demás documentación del Programa o la ley aplicable; (c) MIO3 estará expresamente liberado de cualquier responsabilidad por abstenerse de ejecutar instrucciones o solicitudes provenientes de personas que no hayan acreditado válidamente su calidad de titular de activo digital de ingreso o que no cumplan con los requisitos de representación y votación establecidos en el sistema de tecnología de registro distribuido o en la documentación de la Emisión. MIO3 no será responsable por la falta de verificación ni por actuar con base en instrucciones que no sean verificables o que no cumplan con los mecanismos de votación establecidos en la

Emisión. En la medida en que una misma persona natural o jurídica sea designada simultáneamente como Representante Común para múltiples Emisiones, dicha persona deberá mantener registros, instrucciones, comunicaciones y actuaciones estrictamente separados para cada Emisión, y le estará prohibido: (i) compartir información recibida en su calidad de Representante Común de una Emisión con los Titulares de otra Emisión, o en relación con otra Emisión; (ii) realizar cualquier actuación en nombre de una Emisión que tenga por objeto, o produzca el efecto de, beneficiar a los Titulares de otra Emisión; o (iii) consolidar los intereses de los Titulares de múltiples Emisiones en cualquier procedimiento de ejecución, resolución de controversias o insolvencia. B) Requisitos para Instrucciones al Representante Común: Las instrucciones emitidas al Representante Común deberán cumplir con los siguientes requisitos: a) prueba verificable de titularidad de los activos digitales: las personas que emitan instrucciones deberán acreditar, mediante el sistema de registro distribuido, que son titulares legítimos de los activos digitales emitidos, de acuerdo con los registros establecidos; b) registro de votación en el sistema de tecnología de registro distribuido: las instrucciones deberán estar respaldadas por un registro trazable y auditable en el sistema de tecnología de registro distribuido, asegurando que reflejen fielmente la voluntad de los titulares de los activos digitales conforme al mecanismo de votación aplicable. C) Funciones y Limitaciones del Representante Común: (a) Representar a los titulares de los tokens en todas las actuaciones colectivas relacionadas con los Tokens de Ingreso y ejercitar todas las acciones o derechos que al conjunto de los titulares corresponda por el pago de los ingresos, y ejecutar los actos conservatorios respectivos. Se entenderán por actos conservatorios únicamente aquellas gestiones destinadas a preservar el derecho de cobro de los ingresos, incluyendo: (i) requerimientos judiciales o extrajudiciales de pago; (ii) presentación de demandas con el exclusivo objeto de interrumpir la prescripción; (iii) obtención de certificación de los activos digitales emitida por el PSAD; y (iv) comunicaciones formales documentadas que interrumpan o suspendan la prescripción. No se entenderá comprendida facultad alguna para modificar los términos de la Emisión; (b) Actuar conforme a las instrucciones acordadas por los titulares de los tokens mediante votaciones en el sistema de tecnología de registro distribuido "blockchain", dentro de las facultades que a los titulares les corresponden; (c) Notificar al Agente de Verificación y a

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MIO3 sobre cualquier decisión que se tome y que afecte los derechos colectivos de los titulares de los tokens; y, (d) Convocar y presidir las Asambleas de Titulares de tokens y ejecutar sus decisiones. D) Limitación de Responsabilidad del Representante Común: (a) El Representante Común no será responsable por acciones realizadas de buena fe y de conformidad con decisiones colectivas verificadas; (b) El Representante Común estará liberado de responsabilidad en caso de no actuar si recibe instrucciones de titulares de los Tokens de Ingreso que no hayan cumplido con los requisitos de representación y votación verificables a través del sistema de tecnología de registro distribuido. El Representante Común no será responsable por la falta de verificación ni por actuar con base en instrucciones que no sean verificables o que no cumplan con los mecanismos de votación establecidos en la Emisión; (c) El Representante Común no tendrá obligación de actuar respecto de un servicio específico solicitado por los titulares de los Tokens de Ingreso si, en opinión del Representante Común el cumplimiento de dicho servicio o actuación: (i) resultaría en la violación de cualquier ley, norma, reglamento u orden judicial o gubernamental, o de derechos conferidos a favor de terceros; y (ii) violaría los términos y condiciones de este Contrato, del DIR y/o de sus documentos, instrumentos o contratos accesorios; (d) El Representante Común estará exento de responsabilidad si actúa de conformidad con instrucciones debidamente verificadas y emitidas por los Titulares de los Tokens de Ingreso, o si se abstiene de actuar ante la ausencia de instrucciones válidas o verificables. El Representante Común no estará obligado a realizar verificaciones adicionales de documentos o declaraciones cuando estas ya hayan sido validadas a través del sistema de registro distribuido, siempre que dichas instrucciones cumplan con los procedimientos y requisitos establecidos en este Contrato, en el DIR y en la demás documentación del Programa; (e) El Representante Común desempeñará sus funciones y obligaciones de conformidad con este Contrato, el DIR y la demás documentación del Programa, y únicamente será responsable por sus actuaciones en casos de culpa grave o dolo, y únicamente en la medida en que dicha culpa grave o dolo haya sido determinada mediante resolución final e inapelable de una autoridad competente; y (f) El Representante Común no tendrá obligación de prestar ningún servicio específico solicitado por los Titulares de los Tokens de Ingreso si, en la opinión razonable del Representante Común, la prestación de dicho servicio o actuación: (i) resultaría en una violación de cualquier ley, norma, reglamento, orden judicial o de autoridad aplicable, o de cualquier derecho otorgado a favor de terceros; y/o (ii) violaría los términos y condiciones de este Contrato, del DIR y/o de cualquier documento, instrumento o contrato relacionado. E) Gobernanza de los Titulares de Tokens de Ingreso: A requerimiento del Emisor, en los casos expuestos en el presente Contrato y en aquellos casos en que este considere necesario someter una consulta, decisión relevante o propuesta a consideración de los Titulares de Tokens de Ingreso de cada Emisión, se activará un sistema de votación dentro de la cadena, a través del cual se ejercerán los derechos colectivos y de gobernanza. Ningún voto, resolución o decisión de gobernanza adoptada por los Titulares de una Emisión será vinculante ni se tendrá en cuenta respecto de cualquier otra Emisión. Los contratos inteligentes que regulen la votación en cadena se desplegarán de forma independiente para cada Emisión. Este sistema garantiza la transparencia, verificabilidad e inmutabilidad de cada decisión, permitiendo que la participación de los titulares quede registrada en la cadena de bloques, o blockchain, de forma pública, auditable y segura. El resultado de dichas votaciones será vinculante conforme a los términos establecidos en este Contrato, en el DIR y en los contratos inteligentes que rigen la Emisión. Salvo disposición expresa en contrario en el presente Contrato, en el DIR y en la demás documentación del Programa, las decisiones colectivas de los Titulares se adoptarán conforme a las reglas de quórum, mayoría y demás parámetros definidos para cada tipo de asunto en la documentación de la Emisión y en el sistema de votación on-chain. Tratándose de decisiones que puedan dar lugar a la liquidación anticipada de una Emisión, a la ejecución de la Garantía, o a cualquier otra medida que afecte de manera sustancial el régimen de recurso limitado o los derechos económicos colectivos de los Titulares, no será suficiente una mayoría calculada únicamente sobre los votos efectivamente emitidos o sobre los titulares participantes, sino que se requerirá en todo caso el voto favorable de Titulares que representen al menos el cincuenta y uno por ciento (51%) de los Tokens de Ingreso en circulación con derecho a voto de la Emisión afectada. La falta de quórum, la falta de mayoría requerida o la imposibilidad técnica de cierre válido de la votación implicará que la propuesta respectiva se tendrá por no aprobada, sin que ello autorice la sustitución de la voluntad colectiva por parte del Representante Común, del Agente de Verificación o de los Agentes de Garantía. **XII) COMUNICACIONES:** Toda notificación o comunicación

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PAPEL PARA PROTOCOLO

CIENTO TRES

M. DE H.

DOS COLONES

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que se curse conforme al presente Contrato se hará por escrito por medios físicos o electrónicos. Toda comunicación será efectiva desde el momento de la recepción de la misma en su domicilio principal de actividades sociales o por medios electrónicos en las siguientes direcciones: (i) al Emisor: se le dirige: Julio Enrique Valdés Rank, Correo Electrónico: markets1@tohkn.com, (ii) a MIO3: Departamento Legal, correo electrónico legalnotices@mio3.io. Cualquiera de las personas que cambie su dirección o correo electrónico deberá notificar a las otras de dicho cambio por escrito. **XIII) DOMICILIO ESPECIAL:** Para los efectos legales del presente instrumento, las partes se someten a la competencia de los tribunales judiciales del distrito de San Salvador. **XIV) ACUERDO INTEGRAL:** El presente Contrato, constituye el acuerdo integral entre las partes con respecto al objeto, obligaciones y compromisos aquí contemplados, y, por lo tanto, reemplaza y deja sin efecto legal alguno cualquier acuerdo, convenio, contrato o entendimiento previo, escrito o verbal, relacionado a los términos establecidos en el presente Contrato. **XV) EFECTOS DE PERMITIR INCUMPLIMIENTOS:** El hecho de que una de las partes permita, una o varias veces, que la otra incumpla sus obligaciones o las cumpla imperfectamente o en forma distinta a la pactada o no insista en el cumplimiento exacto de tales obligaciones o no ejerza oportunamente los derechos contractuales o legales que le corresponda, no se reputará ni equivaldrá a modificación del presente Contrato, ni impedirá en ningún caso para que dicha parte en el futuro, insista en el cumplimiento fiel y específico de las obligaciones que corren a cargo de la parte de que se trate. **XVI) CONTRATOS ACCESORIOS DEL PROGRAMA:** Las partes acuerdan suscribir y otorgar todos los contratos, instrumentos, anexos, instrucciones, certificaciones y demás documentos accesorios o complementarios que sean razonablemente necesarios para la implementación, operación, administración, custodia, pago, redención, verificación y demás actos relacionados con el Programa de Emisiones de Tokens de Ingreso de MIO3 Markets 1, Sociedad por Acciones Simplificada de Capital Variable, que puede abreviarse MIO3 Markets 1, S.A.S. de C.V., incluyendo aquellos que deben celebrarse con MIO3, Sociedad Anónima de Capital Variable, que puede abreviarse MIO3, S.A. de C.V., en las calidades que corresponda, el Agente Corredor de Bolsa, Agente de Verificación, Agente Estadounidense de Garantía, Contrato de servicios de Representante Común y cualesquiera otras contrapartes relevantes de la Emisión o del Programa, conforme al

Documento de Información Relevante, el presente Contrato y la normativa aplicable. **XVII) EFECTOS DE ESTIPULACIÓN NULA:** Queda entendido y convenido entre las Partes contratantes que si alguna de las estipulaciones del presente Contrato resultare nula según las leyes de El Salvador, tal nulidad no invalidará el Contrato en su totalidad, sino que éste se interpretará como si no incluyera la estipulación o estipulaciones que se declaren nulas, y los derechos y obligaciones de las partes contratantes serán interpretadas y observadas en la forma que en derecho proceda, velando en todo momento por la conservación de la intención inicial de las partes y la implementación de nuevas cláusulas que logren la ejecución y materialización de los acuerdos e intención contractual inicial de las partes. **XVIII) LEY APLICABLE:** El presente Contrato se regirá por las leyes de la República de El Salvador. **XIX) AUTORIZACIÓN ESPECIAL:** El Emisor en este acto otorga a favor de MIO3 autorización y mandato para que MIO3 pueda representar al Emisor ante la CNAD en cualquier actuación que sea requerida bajo la Ley de Emisión de Activos Digitales en relación al presente Contrato de tokenización. Queda expresamente convenido que MIO3 actuará en cumplimiento a las instrucciones que reciba del Emisor para tales efectos, quedando liberado MIO3 de cualquier responsabilidad en que MIO3 no actúe en caso de que dichas instrucciones no sean recibidas oportunamente. El Emisor reconoce y acepta que dado el giro de operaciones de MIO3 como proveedor de servicios de activos digitales, MIO3 podrá recibir mandatos similares de otros emisores o de los titulares de los activos digitales emitidos por el Emisor o terceros. Yo el suscrito notario DOY FE: (i) que tuve a la vista la nota No. CNAD-cero cincuenta y siete-dos mil veintitrés/cero dos, de fecha once de diciembre de dos mil veintitrés, mediante la cual la CNAD aprueba a MIO3, S.A. de C.V. la solicitud de inscripción en el Registro de Proveedores de Servicios de Activos Digitales que lleva la CNAD y se otorga el asiento registral No. PSAD-cero cero uno seis, pudiendo dicha entidad gozar de los beneficios fiscales comprendidos en el artículo treinta y seis de la LEAD; (ii) que tuve a la vista la nota No. CNAD-cero cincuenta y siete-dos mil veintitrés/sesenta y dos, de fecha doce de diciembre de dos mil veintitrés, mediante la cual la CNAD notifica al Director General de Impuestos Internos del Ministerio de Hacienda, que con fecha once de diciembre de dos mil veintitrés, la CNAD otorgó a MIO3, S.A. de C.V. con Número de Identificación Tributaria cero seiscientos catorce - dos cinco cero cuatro dos tres - uno cero uno -

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dos; el asiento registral No. PSAD-cero cero uno seis correspondiente al Registro Definitivo de Proveedores de Servicios de Activos Digitales y por consiguiente la referida entidad como sus socios o accionistas podrán gozar de los beneficios fiscales establecidos en la LEAD. Así se expresaron los comparecientes, a quienes leí íntegramente en un solo acto sin interrupción el presente instrumento, manifestaron que está redactado de acuerdo a sus voluntades, ratifican su contenido y firmamos. **DOY FE.**

RIZEK ANTONIO BICHARA PERLA
NOTARIO
REPUBLICA DE
EL SALVADOR

SO ANTE MÍ del **OCHENTA Y CUATRO FRENTE** al folio **CIENTO CUATRO FRENTE** del Libro **CUATRO** de mi Protocolo, que vence el cinco de junio de dos mil veintisiete. Y para ser entregado a la sociedad **MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE,** que se abrevia **MIO3 MARKETS 1, S.A.S. DE C.V.,** extiendo, firmo y sello el presente **TESTIMONIO**, en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, veintitrés de junio de dos mil veintiséis.

RIZIERI ANTONIO BICHARA PERLA
NOTARIO
REPUBLICA DE
EL SALVADOR

ANNEX VIII.

ASSIGNMENT OF ECONOMIC RIGHTS AGREEMENT.

ALTA

El Salvador Costa Rica Guatemala Honduras altalegal.com

TESTIMONIO DE ESCRITURA PÚBLICA

CONTRATO DE CESIÓN DE DERECHOS ECONÓMICOS.

SUSCRITO ENTRE

MIO3 MARKETS 1, S.A.S. DE C.V., y MIO3, S.A. DE C.V.

NOTARIO

RIZEK ANTONIO BICHARA PERLA

Edificio Avante, Nivel 10, local 10-02B, Urbanización Madre Selva, 3era etapa, Calle Llama del Bosque poniente, La Libertad Este, El Salvador
PBX (503) 2527-2400

RIZEK ANTONIO BICHARA PERLA NOTARIO REPUBLICA DE EL SALVADOR

NÚMERO TRECE.- LIBRO CUATRO. En el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, a las dieciséis horas con treinta minutos del día veintitrés de junio de dos mil veintiséis. Ante mí, **RIZEK ANTONIO BICHARA PERLA**, Notario, del domicilio de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, Comparecen, por una parte, **JULIO ENRIQUE VALDÉS RANK**, quien es de cuarenta y nueve años de edad, Abogado y Notario, de nacionalidad salvadoreña, del domicilio del distrito de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, a quien conozco e identifico por medio de su documento único de identidad número cero dos dos siete cinco ocho uno dos- cuatro, debidamente homologado con su Número de Identificación Tributaria, actuando en nombre y representación en su calidad de Administrador Único de la sociedad **MIO3 MARKETS 1, SOCIEDAD POR ACCIONES SIMPLIFICADA DE CAPITAL VARIABLE**, que se abrevia **MIO3 MARKETS 1,**

S.A.S. DE C.V., de nacionalidad salvadoreña, de este domicilio, con Número de Identificación Tributaria: cero seis dos tres - uno nueve cero uno dos seis- uno cero seis- cero, personería que doy fe de ser legítima y suficiente por haber tenido a la vista: a) el Formulario de Constitución de la Sociedad, suscrito en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, el catorce de enero del año dos mil veintiséis, debidamente inscrito en el Registro de Comercio al Número SEISCIENTOS TREINTA Y SEIS del Libro CUATRO MIL NOVECIENTOS TREINTA Y OCHO del Registro de Sociedades, el día diecinueve de enero de dos mil veintiséis, y de la cual consta que su naturaleza, nacionalidad, denominación y domicilio son los antes expresados, que su plazo es por tiempo indeterminado, que dentro de sus finalidades se encuentra la celebración de actos como el presente y en los demás aspectos contenidos en el mismo; y, b) el Formulario de Modificación de la Sociedad, suscrito en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, el siete de mayo del año dos mil veintiséis, el cual contiene las cláusulas integras que rigen a la sociedad, siendo el pacto social único y vigente, debidamente inscrito en el Registro de Comercio al Número SETECIENTOS DIECIOCHO del Libro CUATRO MIL NOVECIENTOS CUARENTA Y SEIS del Registro de Sociedades, el día quince de mayo de dos mil veintiséis, en el cual consta que su naturaleza, nacionalidad, denominación y domicilio son los antes expresados, que su plazo es por tiempo indeterminado, que dentro de sus finalidades se encuentra la celebración de actos como el presente y del cual consta que se modificó el régimen de administración de la sociedad, habiéndose modificado el régimen de administración de Administración Única a una Junta Directiva compuesta por cinco directores propietarios y un director suplente, quienes duran SIETE años en el ejercicio de sus funciones, pudiendo ser reelectos, que la representación legal, judicial y extrajudicial y el uso de la razón social, estará confiada al Director Presidente de la Junta Directiva, quien tiene amplias facultades y no requiere autorización para ejercer sus funciones, habiéndose nombrado en el mismo acto al compareciente Julio Enrique Valdés Rank como Director Presidente de la Junta Directiva de la sociedad, nombramiento el cual se encuentra vigente; por lo que, estando plenamente facultado para la celebración de este acto, en adelante denominada el "Cedente" o el "Emisor"; y, por otra parte **LAURA ALEJANDRA GÓMEZ DE ARÉVALO**, de cincuenta y un años de edad, Abogada y Notario, de nacionalidad salvadoreña, del domicilio del distrito de San Salvador, municipio de San Salvador Centro, departamento de San Salvador y capital de la República, persona a quien conozco e identifico por medio de su documento único de identidad número cero uno uno cuatro cinco dos cinco cinco - tres,

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debidamente homologado con su Número de Identificación Tributaria, quien actúa en nombre y representación en su calidad de Apoderada Especial de la sociedad **MIO3, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, que puede abreviarse **MIO3, S.A. DE C.V.**, Proveedor de Servicios de Activos Digitales (PSAD) de nacionalidad salvadoreña, del domicilio del distrito de San Salvador, municipio de San Salvador Centro, Departamento de San Salvador, con Número de Identificación Tributaria cero seis uno cuatro - dos cinco cero cuatro dos tres - uno cero uno - dos, personería que doy fe de ser legítima y suficiente por haber tenido a la vista: Escritura Pública de Poder Especial, otorgado por Julio Enrique Valdés Frank en su calidad de Director Único y representante legal de la sociedad MIO3, S.A. DE C.V., a favor de Laura Alejandra Gómez De Arévalo y otro,, en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, a las dieciséis horas del día veintinueve de mayo de dos mil veintiséis, ante los oficios notariales del Licenciado Rafael Ernesto Maldonado Sanabria, debidamente inscrito ante el Registro de Comercio bajo el número TRESCIENTOS NOVENTA Y CINCO del Libro DOS MIL DOSCIENTOS SESENTA Y OCHO del Registro de Otros Contratos Mercantiles, el día tres de junio dos mil veintiséis, para que conjunta o separadamente puedan celebrar contratos como el contenido en este instrumento en nombre de la sociedad poderdante,, así como suscribir y otorgar contratos privados, escrituras públicas que sean específicamente necesarias para el desempeño de la actividad económica de la sociedad; y en dicho instrumento el notario autorizante dio fe de la existencia legal de la sociedad poderdante así como de la legitimidad y suficiencia de la personería con la que actuó su representante legal, el cual no agregaré al legajo de anexos de mi protocolo por no haberse agotado todas las facultades del mandato, en adelante "MIO3", compareciendo la referida sociedad **MIO3**, única y exclusivamente en su calidad de Proveedor de Servicios de Activos Digitales (PSAD) y agente de garantía en adelante, "Agente de Garantía", de la oferta pública de tokens de ingreso pública "tSTOCKS, tETF o tBOND" denominado **"TOHKN US PUBLIC MARKETS"**, en adelante los "Tokens de Ingreso", actuando en beneficio de los titulares de los Tokens de Ingreso emitidos bajo dicho Programa en adelante "el Programa", conforme a los documentos de la Emisión; manifestando expresamente que la comparecencia y actuación de MIO3, S.A. DE C.V. en este instrumento se realiza exclusivamente en la calidad antes indicada, y no en nombre propio, ni en su carácter de emisor económico final, acreedor, cesionario económico final, beneficiario económico final, ni en ninguna otra calidad distinta a la de PSAD y Agente de Garantía, compareciendo para aceptar, en nombre y en beneficio de los titulares de los tokens de ingreso, la cesión que mediante el presente instrumento se formaliza, para los efectos legales correspondientes. En ningún caso la comparecencia de MIO3, S.A. de C.V. podrá interpretarse como asunción de obligaciones económicas, garantías personales, solidarias o subsidiarias, ni como compromiso de resultado económico alguno frente a los Titulares de los Tokens; ni de acciones, ni de derechos corporativos, políticos o de voto, ni de control o administración sobre el Emisor. En lo sucesivo, y únicamente para los efectos del presente instrumento, podrá denominarse en la calidad antes indicada el "CESIONARIO", actuando única y exclusivamente en calidad como Agente de Garantía y en beneficio de los Titulares de los Tokens de Ingreso, cuya personería doy fe de ser legítima y suficiente por haber tenido a la vista: Escritura Pública de Poder Especial, otorgada en el distrito de San Salvador y capital de la República, municipio de San Salvador Centro, departamento de San Salvador, a las catorce horas con treinta minutos del día catorce de junio de dos mil veinticuatro, ante los oficios notariales del Licenciado Humberto Guillermo Cuestas Martinez Varela, debidamente inscrita ante el Registro de Comercio bajo el número de asiento CUATROCIENTOS CINCUENTA Y TRES del Libro DOS MIL DOSCIENTOS CINCUENTA Y SEIS del Registro de Otros Contratos Mercantiles, el día veinticinco de junio de dos mil veinticuatro, y de la cual consta que dentro de sus facultades se encuentra solicitar, presentar, complementar, retirar y firmar cartas, formularios, solicitudes, ante cualquier autoridad civil y gubernamental, instituciones financieras, personas naturales y jurídicas, entre otras, así como suscribir y otorgar contratos privados, escrituras públicas que sean específicamente necesarias para el desempeño de la actividad económica de la sociedad; por lo que, estando plenamente facultado para la celebración de este acto, yen los expresados caracteres **ME DICEN:** Que por este medio de este instrumento otorgan el presente **CONTRATO DE CESIÓN DE DERECHOS ECONÓMICOS**, que se regirá por las siguientes cláusulas: **I) ANTECEDENTES:** A) Que el día once de diciembre de dos mil veintitrés, la sociedad MIO3, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, fue inscrita en el Registro Definitivo de Proveedores de Servicios de Activos Digitales que administra la Comisión Nacional de Activos Digitales, en adelante la "CNAD", conforme a la resolución número CNAD-CERO CINCO SIETE-DOS MIL VEINTITRÉS/CERO DOS, de fecha once de diciembre de dos mil veintitrés, bajo el asiento registral PSAD-CERO CERO UNO SEIS. B) Que, en relación con el Programa de emisión de Tokens de Ingreso del Emisor, "tSTOCKS, tETF o tBOND" denominado **"TOHKN US PUBLIC MARKETS"** existe un Documento de Información Relevante debidamente aprobado por la Comisión Nacional de Activos Digitales de la República de El Salvador (CNAD) (el "DIR"), en el cual se establecen, entre otros aspectos, la naturaleza jurídica y

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económica de los Tokens de Ingreso, los derechos de sus titulares, la estructura operativa del Programa, el Paquete de Garantía, los mecanismos de verificación, los supuestos de Incumplimiento Material, el procedimiento para la eventual configuración de un Evento de Caducidad, así como las reglas aplicables a la ejecución de la Garantía y a la distribución de fondos conforme a la Prelación de Pagos. C) Que según escritura pública otorgada en este distrito, a las catorce horas de este día en mis oficios notariales, el Cedente y el Cesionario suscribieron un Contrato de Tokenización, cuyo objeto es regular los términos, condiciones y mecanismos aplicables a la emisión de activos digitales de ingreso del Programa de los Tokens de Ingreso, conforme a la normativa aplicable, al Documento de Información Relevante y a la demás documentación del Programa; y, D) Que el Cedente y el Cesionario desean otorgar el presente instrumento con la finalidad de formalizar la cesión de los derechos económicos futuros sobre los flujos derivados de la compraventa, liquidación o realización de uno o varios valores desmaterializados utilizados como activos de referencia, a favor de los Titulares de los Tokens de Ingreso en adelante los "Titulares", como beneficiarios económicos finales, actuando el Cesionario exclusivamente en su calidad de Agente de Garantia del Programa, por cuenta y en beneficio de los Titulares de los Tokens, para la recepción y distribución de dichos derechos económicos, conforme a los términos establecidos en el Documento de Información Relevante y demás documentación del Programa, sin adquirir por ello titularidad económica propia sobre los derechos cedidos. **II) CESIÓN DE DERECHOS ECONÓMICOS:** Por medio del presente instrumento, el Cedente cede irrevocablemente, libre de todo gravamen, única y exclusivamente, por el plazo que estén vigentes los Tokens de Ingreso, hasta por un monto máximo de CIEN MILLONES DE DÓLARES DE LOS ESTADOS UNIDOS DE AMÉRICA, a favor de los Titulares de los Tokens de Ingreso, en adelante los "Titulares", actuando el Cesionario en su calidad de agente de garantía del Programa, en adelante el "Agente de Garantía" y en beneficio de los Titulares, los derechos económicos netos que correspondan a dichos Titulares derivados de los Flujos Atribuibles, Ingresos de Realización e Ingresos Netos de Ejecución vinculados a la Emisión correspondiente, una vez deducidos los impuestos, retenciones, costos, comisiones, gastos de ejecución y demás deducciones permitidas conforme al DIR y los documentos de la Emisión. La presente cesión se limita estrictamente a los derechos económicos netos efectivamente generados, percibidos, realizados, liquidados o distribuibles conforme al DIR, y no comprende, ni deberá interpretarse como cesión, transferencia, afectación, disposición o gravamen sobre los Activos de Referencia, valores desmaterializados, derechos intermediados sobre valores, cuentas de corretaje, cuentas de custodia, cuentas operativas, billeteras digitales, monedas estables, efectivo, fondos destinados a la adquisición de Activos de Referencia, contratos de control, derechos de control, Documentos de Garantía, Paquete de Garantía o cualesquiera otros activos, bienes, derechos o relaciones jurídicas sujetos a contratos de garantía, contratos de control, garantías constituidas bajo leyes de los Estados Unidos de América, prendas locales o cualquier otro Documento de Garantía aplicable. **III) OBJETO DE LA CESIÓN:** El objeto del presente instrumento consiste en formalizar la cesión de los derechos económicos netos atribuibles a los Titulares de los Tokens de Ingreso, derivados de los Flujos Atribuibles, Ingresos de Realización e Ingresos Netos de Ejecución vinculados a la Emisión correspondiente, conforme a los términos, condiciones, limitaciones, deducciones, prelación de pagos y procedimientos establecidos en el DIR y en los demás documentos de la emisión, a favor de los Titulares de los Tokens de Ingreso, a través del Cesionario en su calidad de Agente de Garantía, para su recepción, administración operativa y distribución conforme a la Documentación de la Emisión. La presente cesión: (a) no implica cesión de dominio, copropiedad, usufructo, hipoteca, prenda, fideicomiso, control o disposición sobre los valores desmaterializados, licencias, permisos, cuentas, contratos o activos del Programa, ni sobre acciones o participaciones sociales del Cedente; (b) no confiere a los Titulares de los Tokens derechos corporativos, políticos o de voto, ni facultades de administración o control sobre el Cedente o los valores desmaterializados; (c) no constituye garantía personal, fianza, solidaridad ni obligación de resultado a cargo del Cesionario; (d) se limita exclusivamente a los derechos económicos efectivamente cedidos bajo este contrato y dentro de los parámetros definidos en el DIR de la Emisión, y; (e) los flujos cedidos tienen carácter estrictamente limitado al producto económico neto que corresponda conforme al DIR y a la demás Documentación del Programa. Los Titulares de los Tokens de Ingreso únicamente tendrán derecho a recibir, en la proporción que corresponda a su titularidad efectiva y conforme al DIR, los montos netos efectivamente generados, percibidos, realizados, liquidados o distribuibles que sean atribuibles a la Emisión respectiva. En consecuencia, la presente cesión no confiere a los Titulares derechos corporativos, políticos o de voto, ni facultades de administración, control, disposición, instrucción, bloqueo, ejecución directa o reclamación directa frente al Agente Corredor de Bolsa, el Agente Estadounidense de Garantía, el Agente Local de Garantía, el Agente de Pago, el Proveedor de Servicios de Activos Digitales o cualquier tercero operativo del Programa. En consecuencia, los Titulares de los Tokens de Ingreso no tendrán recurso adicional contra el Cedente, el Cesionario, MIO3, los Agentes de Garantía o

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cualquier tercero operativo, más allá de lo expresamente previsto en la Documentación del Programa, sin perjuicio de las acciones que pudieren corresponder en caso de dolo, fraude o culpa grave, cuando proceda conforme a derecho. **IV) PLAZO DEL CONTRATO:** La eficacia del presente contrato de cesión queda sujeta al cumplimiento de las siguientes condiciones suspensivas, consistentes en: (i) la habilitación y el registro del Programa por parte de la CNAD, conforme a la normativa aplicable; y (ii) la colocación de los Tokens de Ingreso emitidos bajo el denominado Programa, entendiéndose por tal la fecha en que se indique en el Aviso de Oferta Pública del Programa de Emisiones de los Tokens de Ingreso. A partir de la fecha en que se hayan cumplido ambas condiciones, la cesión de los derechos económicos netos objeto del presente contrato producirá plenos efectos conforme a los términos del DIR y de la demás Documentación del Programa. Si las condiciones suspensivas antes referida no llegaren a cumplirse dentro del plazo establecido, el presente contrato no producirá efecto jurídico alguno, entendiéndose que la cesión aquí pactada no ha nacido a la vida jurídica, y en consecuencia ninguna de las partes quedará obligada en virtud del mismo, quedando ambas liberadas de todo compromiso, obligación o responsabilidad derivada del presente instrumento. Cumplidas las condiciones suspensivas, la cesión de derechos económicos objeto del presente contrato entrará en plena vigencia y permanecerá vigente mientras subsistan los Tokens de Ingreso. La cesión se extinguirá al momento en que (i) se hayan distribuido conforme a la Documentación de la Emisión la totalidad de los flujos objeto de cesión y (ii) se hubieren cumplido las obligaciones asociadas a la Emisión, sin afectar derechos ya devengados o adquiridos por los Titulares .**V) OBLIGACIONES DEL CEDENTE:** Durante la vigencia del presente contrato, y sin perjuicio de las demás obligaciones que le correspondan conforme a la documentación del Programa y a la normativa aplicable, el Cedente se obliga expresamente a lo siguiente con respecto a los flujos objeto de esta cesión: i) Transferir íntegra y oportunamente al Cesionario, en su calidad de Agente de Garantía y en beneficio de los Titulares, los derechos económicos netos atribuibles a dichos Titulares que sean efectivamente generados, percibidos, realizados, liquidados o distribuibles, derivados de los Flujos Atribuibles, Ingresos de Realización e Ingresos Netos de Ejecución vinculados a la Emisión correspondiente, una vez aplicadas las deducciones, limitaciones, prelación de pagos y procedimientos previstos en el DIR, los Documentos de Garantía y la demás Documentación de la Emisión. ii) Abstenerse de gravar, ceder, prometer, disponer o afectar, total o parcialmente y bajo cualquier título, los derechos económicos objeto de la presente cesión, así como de realizar cualquier acto u omisión que tenga por efecto limitar, condicionar o menoscabar la plena eficacia de los derechos económicos cedidos, salvo por la constitución, mantenimiento, perfeccionamiento, sustitución, liberación o ejecución de garantías, derechos de garantía, prendas, mecanismos de control u otros arreglos previstos en el DIR, en los Documentos de Garantía, en el Contrato de Tokenización y en la demás Documentación del Programa, siempre que tales mecanismos se constituyan o ejecuten conforme al régimen del Programa y en beneficio de los Titulares. iii) Ejecutar de buena fe, y exclusivamente dentro de los términos y límites previstos, aquellos actos formales que resulten necesarios para la válida distribución de los flujos económicos objeto de la presente cesión, sin alterar la naturaleza, alcance o riesgos, según lo dispuesto en el DIR del Programa. iv) Proporcionar al Cesionario, de manera veraz, completa y oportuna, la información y documentación razonablemente necesaria para: (a) verificar los montos efectivamente percibidos; (b) cumplir con las obligaciones de reporte y divulgación ante la Comisión Nacional de Activos Digitales; y (c) atender los deberes de transparencia previstos en el DIR; v) Abstenerse de realizar actos dolosos o gravemente negligentes que tengan por efecto directo el perjuicio de los derechos económicos de los Titulares de los Tokens, incluyendo el ocultamiento intencional de información relevante o la retención injustificada de los derechos económicos netos objeto de la presente cesión. **VI) FACULTADES Y DERECHOS DEL CESIONARIO.** El Cesionario, actuando exclusivamente en su calidad de Agente de Garantía del Programa y en beneficio de los Titulares de los Tokens de Ingreso, tendrá únicamente las facultades necesarias para la recepción y distribución operativa de los derechos económicos objeto de la presente cesión, conforme a este contrato, al DIR y a la normativa aplicable. En ningún caso dichas facultades implicarán titularidad económica propia, discrecionalidad patrimonial ni asunción de riesgos distintos a los expresamente previstos en la documentación del Programa. En todo caso, el Cesionario no estará obligado a verificar, auditar, garantizar o asegurar la validez, exigibilidad, ejecución o cumplimiento de las obligaciones derivadas de las Emisiones de los Tokens de Ingreso, limitándose su actuación a ejecutar diligentemente las funciones operativas de recepción y distribución que se le asignan conforme a la documentación del Programa. En particular, el Cesionario tendrá las siguientes facultades: i) Recibir, para beneficio exclusivo de los Titulares de los Tokens, los derechos económicos netos objeto de la presente cesión. ii) Distribuir los derechos económicos netos objeto de la presente cesión según corresponda a cada Titular de los Tokens de Ingreso, conforme a su participación y de acuerdo con los mecanismos tecnológicos previstos en el DIR. **VII) ACEPTACIÓN DE LA CESIÓN.** En este acto, MIO3, S.A. DE C.V., actuando única y exclusivamente en su calidad de

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Proveedor de Servicios de Activos Digitales (PSAD), Agente de Garantía del Programa, y en beneficio de sus Titulares, acepta la cesión y tradición que, hasta por el monto máximo del Programa, le efectúa el Cedente exclusivamente respecto de los derechos económicos netos atribuibles a los Titulares, derivados de los Flujos Atribuibles, Ingresos de Realización e Ingresos Netos de Ejecución vinculados a la Emisión correspondiente, conforme a lo descrito en el presente contrato y en el DIR. La presente aceptación se realiza únicamente para efectos de la distribución operativa de los derechos económicos cedidos, conforme a los términos del presente instrumento, del Documento de Información Relevante y de la normativa aplicable, sin que dicha aceptación implique, en ningún caso, adquisición de titularidad económica, posesión, dominio, control, ni consolidación patrimonial alguna a favor de MIO3, S.A. DE C.V. El Cesionario no asume obligación de resultado, garantía de retorno, obligación de pago ni responsabilidad alguna respecto a los flujos económicos objeto de la presente cesión, ni respecto de la solvencia, decisiones o desempeño relacionados con el Programa. La responsabilidad del Cesionario se limita estrictamente al cumplimiento diligente de sus funciones como Agente de Garantía, no asumiendo obligación de resultado, garantía de retorno ni responsabilidad económica alguna, salvo en caso de dolo o culpa grave debidamente declarados mediante sentencia firme. **VIII) CAUSALES DE TERMINACIÓN.** El presente contrato de cesión de derechos económicos se dará por terminado en cualquiera de los siguientes supuestos: i) Por la redención, liquidación, cancelación, quema o extinción de los Tokens de Ingreso, una vez realizado y ejecutado el Activo de Referencia correspondiente, cuando aplique, y efectuada completamente la liquidación, distribución y extinción de la totalidad de los derechos económicos a favor de los Titulares de los Tokens, conforme a lo previsto en el DIR. ii) Por incumplimiento grave y esencial de cualquiera de las obligaciones asumidas en el presente contrato por una de las partes, siempre que dicho incumplimiento no fuere subsanado dentro del plazo de treinta (30) días hábiles contados a partir de la notificación escrita que al efecto realice la parte cumplida, y en la medida en que dicha terminación no afecte derechos económicos ya adquiridos por los Titulares de los Tokens. iii) Por la imposibilidad sobrevenida, legal o material, definitiva y no imputable al Cesionario, que haga inviable el desarrollo del Programa, o la imposición de una prohibición legal o regulatoria que afecte de forma sustancial y permanente la cesión de los derechos económicos objeto del presente instrumento y sin responsabilidad alguna del Cesionario frente a los Titulares de los Tokens por dicha imposibilidad sobrevenida. iv) Por la cancelación, revocatoria o suspensión definitiva del Programa o cualquiera de las Emisiones que integran el mismo, ordenada por la Comisión Nacional de Activos Digitales o por autoridad competente, cuando dicha medida imposibilite de forma permanente la continuidad del Programa y la ejecución de los derechos económicos cedidos. v) Por mutuo acuerdo escrito entre el Cedente y el Cesionario, únicamente en el supuesto de que no existan Tokens de Ingreso en circulación, ni flujos cedidos pendientes de generación, percepción, distribución, liquidación o realización, o bien cuando, existiendo Tokens en circulación, dicha terminación haya sido previamente aprobada conforme a los mecanismos colectivos previstos en el DIR y no afecte, directa ni indirectamente, derechos económicos, expectativas de cobro ya incorporadas al régimen del Programa, ni la posición jurídica de los Titulares. **IX) NOTIFICACIONES:** Toda notificación o comunicación que se curse conforme al presente Contrato se hará por escrito por medios físicos o electrónicos. Toda comunicación será efectiva desde el momento de la recepción de la misma en su domicilio principal de actividades sociales o por medios electrónicos en las siguientes direcciones: (i) al Cedente: se le dirige: Julio Enrique Valdés Rank. Correo Electrónico: markets1@tohkn.com; (ii) al Cesionario: Laura Alejandra Gómez de Arévalo correo electrónico legal@tohkn.com. Cualquiera de las partes que cambie su dirección o correo electrónico último notificado deberá notificar a las otras de dicho cambio por escrito. **X) EJERCICIOS DE DERECHOS COLECTIVOS:** Cualquier derecho, facultad o prerrogativa que pudiere corresponder a los Titulares de los Tokens de Ingreso en virtud del presente contrato será ejercido de manera colectiva, conforme a las mayorias, procedimientos y condiciones establecidos en este instrumento y en la documentación del Programa, en particular en el Documento de Información Relevante. A tal efecto, toda decisión, instrucción o manifestación de voluntad relacionada con los derechos económicos objeto de la presente cesión se entenderá válidamente adoptada por la mayoría de los Titulares de los Tokens, conforme a lo previsto en el Documento de Información Relevante, y será canalizada y ejecutada por el Cesionario únicamente dentro del alcance de las facultades que le confiere el presente contrato y la documentación del Programa. En ningún caso el Cedente ejercerá derechos en su nombre, sin perjuicio de las obligaciones que le correspondan conforme al presente contrato y a la documentación del Programa. **XI) EFECTOS DE ESTIPULACIÓN NULA:** Queda entendido y convenido entre las Partes contratantes que si alguna de las estipulaciones del presente contrato resultare nula según las leyes de El Salvador, tal nulidad no invalidará el contrato en su totalidad, sino que éste se interpretará como si no incluyera la estipulación o estipulaciones que se declaren nulas, y los derechos y obligaciones de las partes contratantes serán interpretadas y observadas en la forma que en derecho proceda.

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velando en todo momento por la conservación de la intención inicial de las partes y la implementación de nuevas cláusulas que logren la ejecución y materialización de los acuerdos e intención contractual inicial de las partes. **XII) LEY APLICABLE Y JURISDICCIÓN.** El presente Contrato se rige exclusivamente por las leyes de la República de El Salvador, sometiéndose las Partes a la jurisdicción exclusiva de los tribunales competentes del distrito de San Salvador municipio de San Salvador Centro, con renuncia expresa a cualquier otro fuero. **DOY FE:** (i) que tuve a la vista la nota No. CNAD-cero cincuenta y siete-dos mil veintitrés/cero dos, de fecha once de diciembre de dos mil veintitrés, mediante la cual la CNAD aprueba a MIO3, S.A. de C.V. la solicitud de inscripción en el Registro de Proveedores de Servicios de Activos Digitales que lleva la CNAD y se otorga el asiento registral No. PSAD-cero cero uno seis, pudiendo dicha entidad gozar de los beneficios fiscales comprendidos en el artículo treinta y seis de la LEAD; (ii) que tuve a la vista la nota No. CNAD-cero cincuenta y siete-dos mil veintitrés/sesenta y dos, de fecha doce de diciembre de dos mil veintitrés, mediante la cual la CNAD notifica al Director General de Impuestos Internos del Ministerio de Hacienda, que con fecha once de diciembre de dos mil veintitrés, la CNAD otorgó a MIO3, S.A. de C.V. con Número de Identificación Tributaria cero seiscientos catorce - dos cinco cero cuatro dos tres - uno cero uno - dos; el asiento registral No. PSAD-cero cero uno seis correspondiente al Registro Definitivo de Proveedores de Servicios de Activos Digitales y por consiguiente la referida entidad como sus socios o accionistas podrán gozar de los beneficios fiscales establecidos en la LEAD. Así se expresaron los comparecientes, a quienes leí íntegramente en un solo acto sin interrupción el presente instrumento, manifestaron que está redactado de acuerdo a sus voluntades, ratifican su contenido y firmamos. **DOY FE.**

RIZEK ANTONIO BICHARA PERLA
NOTARIO
REPUBLICA DE
EL SALVADOR

SO ANTE MÍ del **CIENTO CUATRO FRENTE** al folio **CIENTO NUEVE FRENTE** del Libro **CUATRO** de mi Protocolo, que vence el cinco de junio de dos mil veintisiete. Y para ser entregado a la sociedad **MIO3, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE,** que puede abreviarse **MIO3, S.A. DE C.V.,** extiendo, firmo y sello el presente **TESTIMONIO**, en el distrito de Antiguo Cuscatlán, municipio de La Libertad Este, departamento de La Libertad, veintitrés de junio de dos mil veintiséis.

NOTARIO