



WYND[®] Group

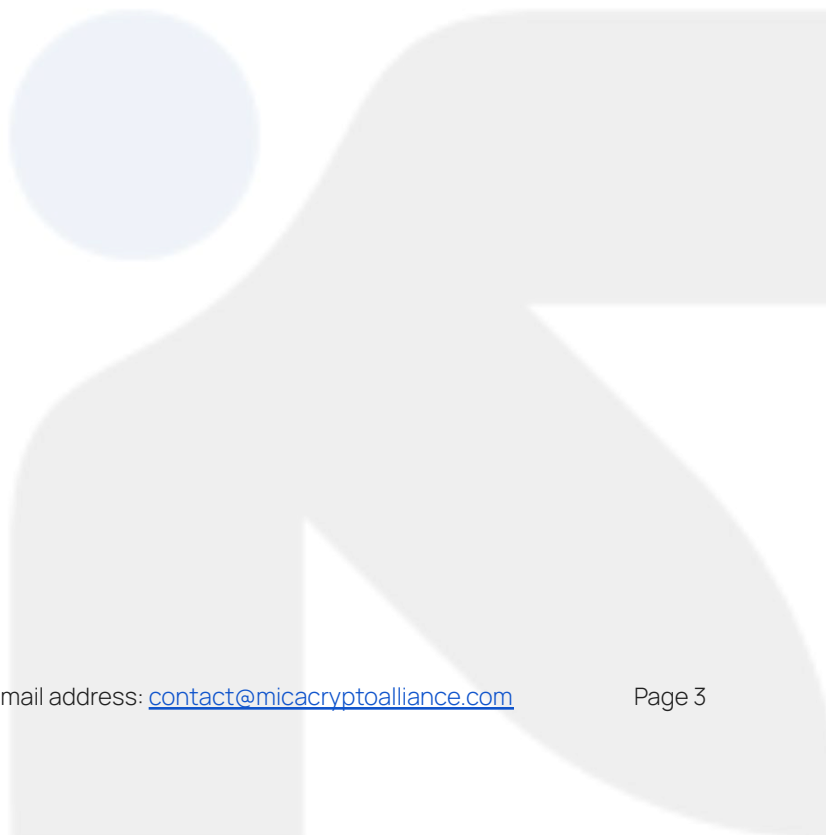
WYND MiCA White Paper

Prepared with assistance from the MiCA Crypto Alliance

I. Compliance with duties of information

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01	Date of notification	2026-02-11
02	Statement in accordance with Article 6(3) of Regulation (EU) 2023/1114	<p>This crypto-asset white paper has not been approved by any competent authority in any Member State of the European Union.</p> <p>The offeror of the crypto-asset is solely responsible for the content of this crypto-asset white paper.</p>
03	Compliance statement in accordance with Article 6(6) of Regulation (EU) 2023/1114	This crypto-asset white paper complies with Title II of Regulation (EU) 2023/1114 of the European Parliament and of the Council and, to the best of the knowledge of the management body, the information presented in the crypto-asset white

		paper is fair, clear and not misleading and the crypto-asset white paper makes no omission likely to affect its import.
04	Statement in accordance with Article 6(5), points (a), (b), © of Regulation (EU) 2023/1114	The crypto-asset referred to in this crypto-asset white paper may lose its value in part or in full, may not always be transferable and may not be liquid.
05	Statement in accordance with Article 6(5), point (d) of Regulation (EU) 2023/1114	The utility token referred to in this white paper may not be exchangeable against the good or service promised in this white paper, especially in the case of a failure or discontinuation of the crypto-asset project.
06	Statement in accordance with Article 6(5), points (e) and (f) of Regulation (EU) 2023/1114	The crypto-asset referred to in this white paper is not covered by the investor compensation schemes under Directive 97/9/EC of the European Parliament and of the Council or the deposit guarantee schemes under Directive 2014/49/EU of the European Parliament and of the Council.



II. Summary

N	Field	Content
07	Warning in accordance with Article 6(7), second subparagraph, of Regulation (EU) 2023/1114	<p>Warning</p> <p>The summary should be read as an introduction to the crypto-asset white paper.</p> <p>The prospective holder should base any decision to purchase this crypto asset on the content of the crypto-asset white paper as a whole and not on the summary alone.</p> <p>The offer to the public of the crypto-asset does not constitute an offer or solicitation to purchase financial instruments and any such offer or solicitation can be made only by means of a prospectus or other offer documents pursuant to the applicable national law.</p> <p>This crypto-asset white paper does not constitute a prospectus as referred to in Regulation (EU) 2017/1129 of the European Parliament and of the Council or any other offer document pursuant to Union or national law.</p>
08	Characteristics of the crypto-asset	<p>The \$WYND Utility Token is issued by WYND Capital GmbH, Schöne Aussicht 24, 22085 Hamburg, Germany (LEI: 5299009TAO6KQPMSWG48).</p> <p>It is a MiCAR-compliant utility token, designed exclusively as a digital access and booking instrument for services provided by WYND Capital GmbH (“WYND Services”).</p> <p>The token grants access to a broad and expanding ecosystem, including:</p> <ul style="list-style-type: none"> • WYND Discovery Weeks: Boutique voyages in the Red Sea with up to 22 guests and 13 crew (available immediately)

		<ul style="list-style-type: none"> ● WYND Yacht Weeks (planned from 2029): Experiences aboard the planned 52metre WYND Superyacht (12 guests, 11 crew), redeemable once the vessel becomes operational ● WYND Concierge and Experiences: Curated travel, lifestyle, event and business services ● Future mobility services: such as WYND Jet and WYND Heli, available once launched <p>Important early disclosure:</p> <p>The 52-metre WYND Superyacht does not yet exist.</p> <p>Its construction is not financed through the WYND Utility Token.</p> <p>Instead, the yacht is financed exclusively through the regulated WYND Bonds issued by MD Capital GmbH, the parent company of WYND Capital GmbH.</p> <p>Proceeds from the \$WYND token sale represent prepayment for services, not investment capital, and do not create:</p> <ul style="list-style-type: none"> ● ownership rights, ● financial claims, ● repayment claims, ● rights to future revenues, ● profit participation, ● or any entitlement related to the yacht or the WYND Bonds. <p>The token remains a pure utility token under MiCAR.</p> <p>Rights and Obligations</p> <p>1. Rights of Token Holders</p> <p>Holders of \$WYND Tokens are entitled to:</p>
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	<p>a. Book WYND Services using tokens: Purchasers may redeem \$WYND Tokens directly for WYND Services.</p> <p>The number of tokens required for a booking is determined dynamically based on the market value of the token at the time of booking, while the service price is defined in USD for stability and transparency.</p> <p>b. Receive a discount: All services booked with the token receive a fixed 15% discount compared to fiat payments.</p> <p>c. Participate in the token-based Membership TIER program: Membership levels are determined solely by the number of \$WYND held or staked.</p> <p>d. Referral Program: Holders may receive 10% of the referred party's token purchase in \$WYND Tokens.</p> <p>This reward:</p> <ul style="list-style-type: none"> ● is nonfinancial in nature, ● does not create income or yields, ● does not change the token's classification. <p>e. Transferability of Tokens</p> <p>\$WYND Tokens are freely transferable except:</p> <p>when locked due to staking,</p> <p>when transfers would violate AML/KYC obligations or local law.</p> <p>2. Obligations of Token Holders</p> <p>Token holders must:</p> <ul style="list-style-type: none"> ● pay gas fees for all blockchain transactions, ● comply with WYND Terms of Use and Membership Rules, ● complete AML/KYC where required by law,
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	<ul style="list-style-type: none"> • ensure secure wallet management. <p>3. Modification of Rights and Obligations</p> <p>WYND Capital GmbH may amend non-essential tokenholder rights and obligations when necessary for:</p> <ul style="list-style-type: none"> • compliance with applicable laws and MiCAR, • operational continuity, • technical requirements, • service availability and quality. • Any modification will: • apply only prospectively, • not affect confirmed bookings or ongoing staking, • require explicit consent if materially adverse to token holders. <p>4. Transferability and Staking Mechanism</p> <p>a. Transferability</p> <p>\$WYND Tokens can be transferred between compliant wallets.</p> <p>Staked tokens are not transferable until the staking period ends.</p> <p>b. Staking</p> <p>Staking allows users to lock tokens for fixed durations (3–36 months) to unlock higher membership tiers and access-related benefits.</p> <p>Staking:</p> <p>does not generate yield, interest, or profit,</p> <p>does not transfer token ownership to WYND,</p> <p>5. Gas Fees</p> <p>All blockchain transactions involving the \$WYND token (including transfers, staking, and booking</p>
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		<p>settlements) require gas fees, which must be paid by the token holder in the native currency of the blockchain (e.g., ETH).</p> <p>Gas fees depend solely on the network conditions of the underlying blockchain.</p> <p>6. Future Developments</p> <p>WYND Capital GmbH may expand the utility of the token by adding new service categories, including:</p> <ul style="list-style-type: none"> ● enhanced concierge functions, ● additional global travel and lifestyle experiences, ● access to special events, ● future mobility offerings (Jet and Heli), ● optional advisory participation (non-binding preference voting). <p>Future developments:</p> <p>will always remain fully MiCAR-compliant,</p> <p>will never introduce financial returns or ownership rights,</p> <p>will not alter the rule that yacht construction is financed exclusively via WYND Bonds.</p> <p>All updates will be communicated transparently through official WYND channels.</p>
<p>09</p>	<p>Further information about utility tokens</p>	<p>The \$WYND Utility Token provides access rights to specific services offered by WYND Capital GmbH.</p> <p>1. Wynd Services:</p> <p>a. WYND Discovery Weeks</p> <ul style="list-style-type: none"> ● Boutique travel experiences in the Red Sea ● Up to 22 guests and 13 crew ● Accommodation, hospitality, guided activities, water sports

		<ul style="list-style-type: none"> ● Already operational and available immediately <p>b. WYND Yacht (expected availability from 2029)</p> <ul style="list-style-type: none"> ● Access to a 52-metre yacht operated by WYND Capital GmbH ● Up to 12 guests and 11 crew ● Weekly bookings, cabin bookings, and curated voyages ● Subject to completion of yacht construction and operational deployment <p>c. WYND Concierge and Experiences</p> <p>Travel assistance, booking coordination, curated activities, partner offers</p> <p>d. Future WYND services</p> <ul style="list-style-type: none"> ● Planned expansion into air mobility (WYND Jet, WYND Heli) ● Additional travel and lifestyle offerings as the ecosystem develops ● All services are delivered based on availability and according to WYND's booking and operational policies. <p>2. Quantity and Scope of Access:</p> <p>Holders of the \$WYND Utility Token may use tokens:</p> <p>a. as a means of payment for any WYND service offered by WYND Capital GmbH;</p> <p>b. with a 15% discount on the applicable service price when payment is made in \$WYND Tokens;</p> <p>c. to access the token-based membership tier system (TIER), which provides:</p> <ul style="list-style-type: none"> ● priority booking rights, ● access to selected services, and ● eligibility for certain exclusive events.
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		<p>The quantity of services available to a token holder is not fixed and depends on:</p> <ul style="list-style-type: none"> ● service availability (e.g., number of cabins, travel slots, event capacity), ● booking windows and seasonal limitations, ● status level (TIER) where applicable. <p>The token does not guarantee availability of any specific service at a specific time.</p> <p>3 Restrictions on Transferability:</p> <p>\$WYND Tokens are transferable, subject to the following restrictions:</p> <p>a. Staked tokens</p> <ul style="list-style-type: none"> ● Tokens locked in a staking period (3-36 months) cannot be transferred until the staking period expires. ● After expiration, the same number of tokens is released 1:1. <p>b. Regulatory restrictions</p> <ul style="list-style-type: none"> ● Transfers may require successful completion of AML/KYC procedures. ● Transfers may be restricted in jurisdictions where utility token transfers are prohibited. <p>c. Technical restrictions</p> <ul style="list-style-type: none"> ● Transfers require payment of blockchain gas fees. ● Network conditions (e.g., congestion) may temporarily delay transfers. ● No other contractual restrictions apply. <p>4. No Redemption Rights</p> <p>The \$WYND Utility Token does not grant:</p> <ul style="list-style-type: none"> ● a right to redeem tokens for cash, ● a right to reimbursement or repayment,
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		<ul style="list-style-type: none"> • a right to dividends, interest, profit-sharing, or financial returns of any kind. <p>The token solely provides access to the services listed above.</p>
<p>10</p>	<p>Key information about the offer to the public or admission to trading</p>	<p>Token Distribution</p> <p>The \$WYND Utility Token has a fixed total supply of 100,000,000 tokens, created once and permanently capped.</p> <p>No further minting, reissuance, or inflationary mechanism will ever occur. All allocations, cliffs, and vesting schedules are transparently defined within audited smart contracts.</p> <p>The overall fundraising target across all phases amounts to USD 11 million (maximum subscription volume).</p> <p>The token is issued by WYND Capital GmbH, Hamburg, Germany,</p> <p>Funding Rounds</p> <p>The public offering of the \$WYND token takes place in five defined funding rounds.</p> <p>Each round has a fixed token price, cliff, vesting schedule, and allocation cap.</p> <p>Pre-Seed</p> <ul style="list-style-type: none"> • Cliff (months): 12 • Vesting (months): 18 • Tokens: 1,500,000 • % of Total Supply: 1.5 % • Price (USD): \$ 0.35 • Description: Early strategic contributors and technical supporters <p>Seed</p> <ul style="list-style-type: none"> • Cliff (months): 12

	<ul style="list-style-type: none"> ● Vesting (months): 18 ● Tokens: 3,000,000 ● % of Total Supply: 3.0 % ● Price (USD): \$ 0.455 ● Description: Early investors and key partners <p>Strategic</p> <ul style="list-style-type: none"> ● Cliff (months): 9 ● Vesting (months): 12 ● Tokens: 4,000,000 ● % of Total Supply: 4.0 % ● Price (USD): \$ 0.592 ● Description: Institutional and network investors <p>Pre-Public Sale</p> <ul style="list-style-type: none"> ● Cliff (months): 9 ● Vesting (months): 12 ● Tokens: 4,000,000 ● % of Total Supply: 4.0 % ● Price (USD): \$ 0.769 ● Description: Community and preregistered members <p>Public Sale</p> <ul style="list-style-type: none"> ● Cliff (months): 0 ● Vesting (months): 4 ● Tokens: 3,500,000 ● % of Total Supply: 3.5 % ● Price (USD): \$ 1.00 ● Description: General public via official WYND channels <p>Total Funding Allocation: 16,000,000 tokens (16 % of total supply)</p> <p>Total Fundraising Volume: ~ USD 11 million.</p>
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		<p>Tokens allocated in the funding rounds are subject to defined cliff and vesting periods, during which they remain non-transferable.</p> <p>All allocations are executed via smart contracts ensuring transparency and compliance.</p> <p>Total Team and Advisory Allocation: 18 % (18,000,000 tokens):</p> <p>Team</p> <ul style="list-style-type: none"> • Cliff (months): 12 • Vesting (months): 36 • Tokens: 15,000,000 • % of Supply: 15 % • Price Basis: Free allocation • Purpose: Founders, core management, and key personnel (performance-based release) <p>Advisory</p> <ul style="list-style-type: none"> • Cliff (months): 12 • Vesting (months): 36 • Tokens: 3,000,000 • % of Supply: 3 % • Price Basis: Free allocation • Purpose: Legal, technical, and strategic advisors <p>Total Ecosystem / Staking / Treasury Allocation: 66 % (66,000,000 tokens):</p> <p>Liquidity Pool</p> <ul style="list-style-type: none"> • Cliff (months): 0 • Vesting (months): 6 • Tokens: 5,000,000 • % of Supply: 5 % • Price Basis: Free allocation • Purpose: Operational liquidity for service payments and token integration
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	<p>Staking and Loyalty</p> <ul style="list-style-type: none"> ● Cliff (months): 0 ● Vesting (months): 48 ● Tokens: 30,000,000 ● % of Supply: 30 % ● Price Basis: Free allocation ● Purpose: Functional staking mechanism and longterm user loyalty rewards <p>Treasury and Reserves</p> <ul style="list-style-type: none"> ● Cliff (months): 6 ● Vesting (months): 36 ● Tokens: 16,000,000 ● % of Supply: 16 % ● Price Basis: Free allocation ● Purpose: Reserve assets for ecosystem stability and expansion <p>Ecosystem Development</p> <ul style="list-style-type: none"> ● Cliff (months): 0 ● Vesting (months): 48 ● Tokens: 15,000,000 ● % of Supply: 15 % ● Price Basis: Free allocation ● Purpose: Funding for future verticals (Jet, Heli, new Yachts, Discovery programs) <p>Compliance and Transparency</p> <p>All cliff and vesting periods are encoded on-chain and automatically enforced by the smart contract.</p> <p>Tokens remain non-transferable until released; early transfers or trading are technically restricted.</p> <p>No additional token issuance or supply increase is possible under the current contract.</p>
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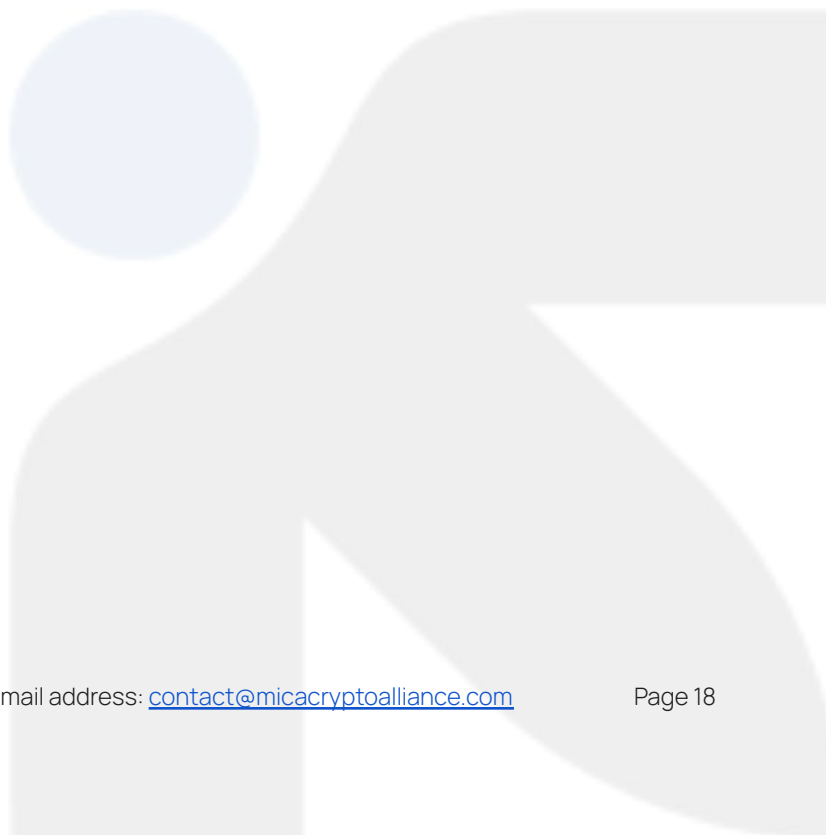
	<p>Unsold tokens from funding rounds may be either transferred to the Treasury Reserve or burned, depending on governance decisions.</p> <p>WYND tokens are not listed on trading platforms; peer-to-peer transfers may occur at the holder's own risk and responsibility.</p> <p>All operations are conducted in accordance with MiCAR, German Civil Law (BGB), and BaFin guidelines for utility-token offerings.</p> <p>Summary</p> <p>Funding Rounds</p> <ul style="list-style-type: none"> ● % of Total Supply: 16 % ● Tokens: 16,000,000 <p>Team and Advisory</p> <ul style="list-style-type: none"> ● % of Total Supply: 18 % ● Tokens: 18,000,000 <p>Ecosystem / Staking / Treasury</p> <ul style="list-style-type: none"> ● % of Total Supply: 66 % ● Tokens: 66,000,000 <p>Total Supply</p> <ul style="list-style-type: none"> ● % of Total Supply: 100 % ● Tokens: 100,000,000 \$WYND <p>No admission to trading is sought during the public offer.</p> <p>After the public offer, trading on decentralised or centralised exchanges operated by independent third parties may occur.</p>
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Part A: Information about the offeror or person seeking admission to trading

N	Field	Content						
A.1	Name	WYND Capital GmbH						
A.2	Legal form	N/A as LEI is provided in A.6						
A.3	Registered address	N/A as LEI is provided in A.6						
A.4	Head office	N/A as LEI is provided in A.6						
A.5	Registration date	2025-10-13						
A.6	Legal entity identifier	5299009TAO6KQPMSWG48						
A.7	Another identifier required pursuant to applicable national law	N/A as LEI is provided in A.6						
A.8	Contact telephone number	+49 174 1984005						
A.9	E-mail address	info@wynd.group						
A.10	Response time (days)	002						
A.11	Parent company	N/A as LEI is provided in A.6						
A.12	Members of management body	<table border="1"> <thead> <tr> <th>Identity</th> <th>Function</th> <th>Business Address</th> </tr> </thead> <tbody> <tr> <td>Dennis Monner</td> <td>Managing director</td> <td>Schöne Aussicht 24, 22085, DE-HH, DE</td> </tr> </tbody> </table>	Identity	Function	Business Address	Dennis Monner	Managing director	Schöne Aussicht 24, 22085, DE-HH, DE
Identity	Function	Business Address						
Dennis Monner	Managing director	Schöne Aussicht 24, 22085, DE-HH, DE						

A.13	Business activity	<p>The company's objective is to design, organise, and execute exclusive trips, yachting experiences, events, and lifestyle services in the premium and luxury segment, including the construction, operation, and marketing of yachts.</p> <p>For the purposes of this MiCAR white paper, WYND Capital GmbH acts exclusively as issuer of the WYND Utility Token and operator of the digital WYND service ecosystem. Yacht construction, purchase, refinancing and primary asset financing activities are carried out separately by MD Capital GmbH and are not financed with token proceeds</p>
A.14	Parent company business activity	<p>The object of the company is:</p> <ul style="list-style-type: none"> (i) the management of its own assets (in particular in the form of investments in other companies) in its own name and for its own account, (ii) the construction, sale, and chartering of yachts and related services, (iii) the organization and distribution of sports and luxury travel, and (iv) the provision of services in the field of management consulting.
A.15	Newly established	TRUE
A.16	Financial condition for the past three years	This field does not apply as A.15 is true
A.17	Financial condition since registration	<p>WYND Capital GmbH was incorporated in September 2025 as a limited liability company (Gesellschaft mit beschränkter Haftung) under German law. The company's fully paid-in share capital amounts to EUR 25,000, which currently represents its total equity.</p> <p>At this early stage, WYND Capital GmbH has not yet commenced any operational business activities and therefore has no revenues, no material assets, and no financial liabilities beyond the paid-in capital.</p>

		<p>Accordingly, the balance-sheet total amounts to approximately EUR 25,000, consisting entirely of cash held in the company's bank account.</p> <p>To date, no significant expenses have been incurred, and no obligations or third-party debts exist. The company's financial position is therefore fully covered by equity and free of liabilities.</p> <p>WYND Capital GmbH currently serves as the issuer and administrative entity for the planned WYND Utility Token project and remains in the pre-operational and preparatory phase, pending completion of the relevant regulatory and legal assessments.</p>
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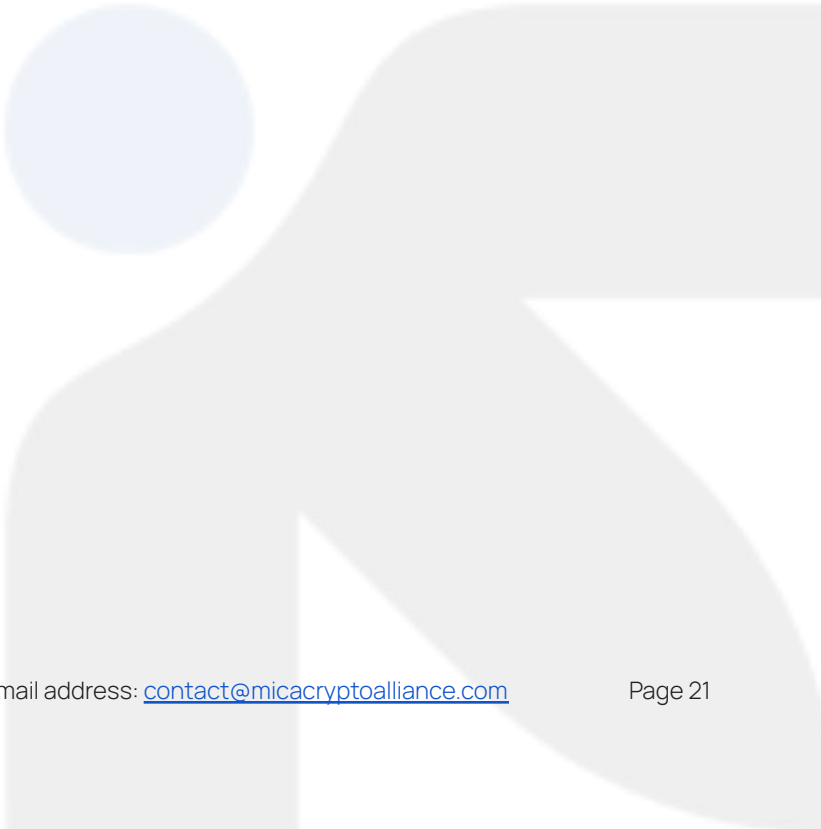
Part B: Information about the issuer, if different from the offeror

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

Part C: Information about the operator of the trading platform

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

	Regulation (EU) 2023/1114	
C.14	Reason for drawing the white paper by persons referred to in Article 6(1), second subparagraph, of Regulation (EU) 2023/1114	N/A



Part D: Information about the crypto-asset project

N	Field	Content
D.1	Crypto-asset project name	WYND Utility token
D.2	Crypto-asset's name	WYND Utility token
D.3	Abbreviation	WYND
D.4	Crypto-asset project description	<p>WYND Capital GmbH, Hamburg, Germany, is developing a blockchain-based access and service ecosystem under the brand name WYND.</p> <p>The project aims to digitalize the access to real-world travel, leisure, and concierge services through the issuance of a utility token (the “WYND Utility Token” or “\$WYND”).</p> <p>The \$WYND token is designed exclusively as a non-investment, usage-based crypto-asset that grants holders digital access and certain privileges within the WYND ecosystem.</p> <p>These include, in particular, the right to book and participate in services offered by WYND Capital GmbH and its contractual partners, such as:</p> <ul style="list-style-type: none"> • WYND Discovery Weeks (operational yacht experiences currently offered at the Red Sea), • future WYND Yacht Voyages (expected from 2029 onwards), • WYND Concierge and curated experience services, and • future WYND Jet and Heli services. <p>The \$WYND token does not represent any claim for repayment, redemption, interest, dividend, profit participation, or ownership in any entity.</p> <p>It serves solely as a digital access and service token whose value derives from its actual use within the</p>

		<p>WYND ecosystem and user demand for those services.</p> <p>Consequently, the \$WYND token qualifies as a pure utility token within the meaning of Article 3(1)(6) MiCAR and does not constitute a financial instrument, e-money, or asset-referenced token.</p> <p>The natural and legal persons, involved in the conception, technical development, operational setup, and implementation of the WYND Utility Token project, are described in D.5.</p> <p>Explanatory Note:</p> <ul style="list-style-type: none"> • All listed parties act under written service agreements with WYND Capital GmbH. • None of the parties hold equity, governance rights, or profit participation in WYND Capital GmbH or the WYND Utility Token. • No listed party has control over token supply, token pricing, or issuance conditions. • Any additional service providers involved prior to the public offering or Token Generation Event (TGE) will be disclosed to BaFin. 															
D.5	Details of all natural or legal persons involved in the implementation of the crypto-asset project	<table border="1"> <thead> <tr> <th data-bbox="711 1199 889 1318">Name of person</th> <th data-bbox="889 1199 1068 1318">Type of person</th> <th data-bbox="1068 1199 1247 1318">Business address</th> <th data-bbox="1247 1199 1432 1318">Domicile</th> </tr> </thead> <tbody> <tr> <td data-bbox="711 1318 889 1587">WYND Capital GmbH</td> <td data-bbox="889 1318 1068 1587">Development team</td> <td data-bbox="1068 1318 1247 1587">Schöne Aussicht 24, 22085, DE-HH, DE</td> <td data-bbox="1247 1318 1432 1587">Germany</td> </tr> <tr> <td data-bbox="711 1587 889 1860">MD Capital GmbH</td> <td data-bbox="889 1587 1068 1860">Advisor</td> <td data-bbox="1068 1587 1247 1860">Schöne Aussicht 24, 22085, DE-HH, DE</td> <td data-bbox="1247 1587 1432 1860">Germany</td> </tr> </tbody> </table>				Name of person	Type of person	Business address	Domicile	WYND Capital GmbH	Development team	Schöne Aussicht 24, 22085, DE-HH, DE	Germany	MD Capital GmbH	Advisor	Schöne Aussicht 24, 22085, DE-HH, DE	Germany
Name of person	Type of person	Business address	Domicile														
WYND Capital GmbH	Development team	Schöne Aussicht 24, 22085, DE-HH, DE	Germany														
MD Capital GmbH	Advisor	Schöne Aussicht 24, 22085, DE-HH, DE	Germany														

		<table border="1"> <tr> <td>Bitbond GmbH</td> <td>Other person involved in implementation</td> <td>Lützowstraße 102-104, 10785 DE-BE, DE</td> <td>Germany</td> </tr> </table>	Bitbond GmbH	Other person involved in implementation	Lützowstraße 102-104, 10785 DE-BE, DE	Germany
Bitbond GmbH	Other person involved in implementation	Lützowstraße 102-104, 10785 DE-BE, DE	Germany			
D.6	Utility token classification	True				
D.7	Key features of goods/services for utility token projects	<p>The WYND Utility Token (\$WYND) provides digital access rights to the WYND ecosystem. Core features include:</p> <ol style="list-style-type: none"> 1. Luxury Travel and Experiences <ul style="list-style-type: none"> ● WYND Discovery Weeks: Boutique yacht-style voyages in the Red Sea, up to 22 guests and 13 crew, available immediately. ● WYND Yacht (from 2029): 52-meter superyacht with 12 guests / 11 crew, available for full charter, individual cabins, or curated community events. 2. Lifestyle and Community Services <ul style="list-style-type: none"> ● WYND Concierge and Experiences: Access to exclusive lifestyle, business, and travel services. ● Future Services: WYND Jet and Heli for private transfers and flight experiences. 3. Token Utility Features <ul style="list-style-type: none"> ● 15% discount on all bookings paid in \$WYND compared to fiat. ● Conversion into Access Credits (AC) via the WYND Price Index (WPI), which aligns service prices with USD cost structures and token market value. ● Staking Mechanism: Tokens can be staked for 3-36 months to unlock higher 				

		<p>membership tiers, early booking rights, and additional privileges.</p> <p>4. Restrictions on Transferability</p> <ul style="list-style-type: none"> • Tokens are freely transferable between eligible wallets, subject to KYC/AML compliance. • Staked tokens are non-transferable during lock-up. <p>The WYND Utility Token is not a security or e-money. It represents a digital service and booking right that connects holders directly to real-world goods and services offered by WYND.</p>
<p>D.8</p>	<p>Plans for the token</p>	<p>Past Milestones:</p> <p>The WYND project is structured into three main development phases, the first of which has already been successfully implemented.</p> <p>Phase 1 – Proof of Concept (2023–2025)</p> <p>During this stage, WYND successfully operated boutique-format yacht experiences (“WYND Discovery Weeks”) with up to 16 guests and 13 crew members, establishing operational procedures, quality standards, and customer demand as the functional basis of the ecosystem.</p> <p>Future Milestones:</p> <p>Building on the completion of phase 1, the project will progress through the following stages:</p> <p>Phase 2 – Token Launch and Service Integration (2025–2027)</p> <p>WYND Capital GmbH issues the \$WYND token to enable on-chain access to WYND services and to establish a unified digital membership system.</p>

		<p>Token holders receive booking priority, loyalty benefits, and a fixed 15 % discount when paying for services with \$WYND tokens.</p> <p>In addition, holders may stake tokens to unlock higher membership tiers and related privileges.</p> <p>Phase 3 – Expansion and Real-Asset Integration (from 2029 onwards)</p> <p>The first 52-meter yacht (“WYND 1”) is planned to enter operation in 2029 and will host up to 12 guests and 11 crew.</p> <p>The long-term objective is to expand to a fleet of up to eight yachts operating globally in different regions.</p> <p>The WYND Utility Token (\$WYND) is designed as a long-term access and booking instrument for the WYND ecosystem.</p> <p>Immediate Utility (2025–2028)</p> <p>Bookings for WYND Discovery Weeks (Red Sea)</p> <p>Access to WYND Concierge and Experiences</p> <p>Staking (3–36 months) to unlock membership benefits and early booking rights</p> <p>Mid-Term Utility (from 2028)</p> <p>Full integration into the first 52m WYND Yacht (2029), enabling tokenbased bookings for full charter, cabins, and curated events</p> <p>Expansion into WYND Jet and Heli mobility services</p> <p>Long-Term Utility (Vision)</p> <p>Development of a global fleet of up to 8 WYND Yachts, operating in the most attractive destinations worldwide (Mediterranean, Caribbean, Indian Ocean, Pacific).</p>
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		<p>Token holders will benefit from a broader choice of itineraries, global booking opportunities, and extended community formats.</p> <p>Continuous Benefits</p> <p>15% discount on all bookings when paying with \$WYND compared to fiat</p> <p>Conversion into Access Credits (AC) based on the WYND Price Index (WPI), aligning with service prices in USD and token market value.</p> <p>Staking as a core mechanism for community status, loyalty, and early booking access.</p>
<p>D.9</p>	<p>Resource allocation</p>	<p>As of the date of this notification, WYND Capital GmbH (Hamburg, Germany), as the issuer of the WYND Utility Token (\$WYND), has allocated a defined set of financial, technical and organisational resources to the development and initial implementation of the WYND digital ecosystem.</p> <p>In accordance with Annex I of Regulation (EU) 2023/1114, this section reflects only the resources already committed by the issuer prior to this submission, and does not include any activities related to yacht construction, yacht design, yacht operation or other physical assets.</p> <p>1. Financial resources already invested</p> <p>WYND Capital GmbH has incurred expenditures for:</p> <ul style="list-style-type: none"> ● development of the initial \$WYND smart-contract architecture and related security assessments; ● legal and regulatory advisory services relating to MiCA structuring, compliance and documentation; ● initial development of the WYND App, booking interface and membership platform;

		<ul style="list-style-type: none"> • brand creation, digital assets, website development and foundational marketing materials. <p>2. Technical resources already allocated</p> <p>The issuer has deployed technical resources including:</p> <ul style="list-style-type: none"> • development of the preliminary WYND Price Index (WPI) and Access Credit (AC) calculation models; • implementation of multisig-controlled issuer wallets and internal security procedures; • setup and integration work with regulated issuance and registry partners (Bitbond GmbH and Smart Registry GmbH); • backend and infrastructure configuration necessary for token operations and member account management. <p>3. Human and organisational resources committed</p> <p>WYND Capital GmbH has already allocated:</p> <ul style="list-style-type: none"> • an internal core team responsible for token development, operational coordination, compliance and ecosystem planning; • contributions by founders and advisors in the areas of governance, ecosystem structuring and technical oversight; • project-management resources for the coordination of technical, legal and operational workstreams. <p>4. \$WYND Tokens allocation</p> <p>The total fixed supply of \$WYND Utility Tokens amounts to 100,000,000 (one hundred million) tokens.</p> <p>No additional tokens will ever be created, and the smart contract does not allow further minting or reissuance.</p>
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		<p>Of this total supply, a maximum of 16,000,000 tokens (16 %) are allocated to the public offering across its five defined funding rounds. The main round, the public sale, comprises 3,500,000 tokens (3.5 % of total supply) at a fixed price of USD 1.00 per token.</p> <p>The allocation structure is as follows:</p> <ul style="list-style-type: none"> ● Public Sale: 3,500,000 tokens (3.5 %) ● Pre-Public / Strategic / Seed / Pre-Seed Rounds: 12,500,000 tokens (12.5 %) ● Team: 15,000,000 tokens (15 %) ● Advisory: 3,000,000 tokens (3 %) ● Liquidity Pool: 5,000,000 tokens (5 %) ● Staking and Loyalty: 30,000,000 tokens (30 %) ● Treasury and Reserves: 16,000,000 tokens (16 %) ● Ecosystem Development: 15,000,000 tokens (15 %) <p>All allocations are on-chain verifiable, and vesting schedules are enforced via smart contract-based lock-up mechanisms, ranging from 4 to 48 months, depending on allocation type.</p> <p>Tokens that are not sold during the Public Offering will either be burned or transferred to the Treasury Reserve for future ecosystem purposes; no new issuance will take place.</p> <p>During the public offer, the \$WYND token will not be admitted to trading on any trading platform. Listing on third-party trading platforms may take place after completion of the offer.”</p> <p>5. Important clarification</p> <p>The resources listed above relate exclusively to the digital ecosystem and token infrastructure operated by WYND Capital GmbH.</p> <p>They explicitly do not include:</p>
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		<ul style="list-style-type: none"> • any expenditures by MD Capital GmbH, • any costs related to yacht construction, engineering, purchase, refinancing or operation, • any expenditures associated with WYND Discovery Weeks or other non-token business units. <p>Such activities fall entirely outside the scope of the issuer and are not part of the resource allocation under this section.</p>
<p>D.10</p>	<p>Planned use of collected funds or crypto-assets</p>	<p>The net proceeds from the public offer of the WYND Utility Token (\$WYND) constitute operational revenue from the sale of digital access rights to services within the WYND ecosystem. Purchasers acquire a utility token that can be used as a means of accessing and paying for existing and future services offered by WYND Capital GmbH. The token does not represent an ownership interest, profit participation, or any claim against the issuer or any asset.</p> <p>The collected funds or crypto-assets will be used exclusively to deliver, operate and further develop the WYND digital ecosystem and its related services. They will not be used to finance, purchase, refinance or operate any yacht or other physical asset. Such activities are carried out separately and exclusively by MD Capital GmbH through dedicated financing structures.</p> <p>Subject to the total amount raised and the development of the project, the issuer currently expects to allocate the collected funds within the following indicative ranges:</p> <ol style="list-style-type: none"> 1. Service Fulfilment and Operations (approximately 30–40%) <ul style="list-style-type: none"> • fulfilment and delivery of services that token holders may redeem in the future (e.g. WYND Discovery Weeks, concierge and lifestyle

		<p>services, future mobility and experience services as they become available);</p> <ul style="list-style-type: none"> ● logistics, partner enablement, community and customer support; ● quality assurance and operational readiness for future service lines. <p>2. Ecosystem and Platform Development (approximately 30–40%)</p> <ul style="list-style-type: none"> ● development and operation of the WYND App, booking and reservation infrastructure; ● implementation and maintenance of staking dashboards, membership tiers and customer interfaces; ● back-end systems and service-management infrastructure required to administer token-based access and bookings. <p>3. Marketing and Community Building (approximately 10–20%)</p> <ul style="list-style-type: none"> ● brand building and international marketing campaigns; ● community programmes, events and digital communication materials; ● customer and member acquisition for the WYND ecosystem. <p>4. Legal, Regulatory, Compliance and Governance (approximately 5–10%)</p> <ul style="list-style-type: none"> ● fulfilment of MiCA-related obligations, including documentation and reporting; ● legal reviews, audits and advisory services; ● cybersecurity, smart-contract verification and operational risk controls; ● sustainability-related reporting where applicable (e.g. under EU Regulation 2025/422). <p>5. General Corporate Purposes and Resilience (remaining portion)</p>
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		<ul style="list-style-type: none">• corporate liquidity reserves and operational continuity;• administrative expenses strictly related to the WYND digital ecosystem;• maintenance of a prudential treasury reserve to support the long-term stability of the project. <p>WYND Utility Token holders do not obtain any form of asset ownership, profit-sharing, financial participation, or claim on any yacht, vessel or its financing structure. The issuer will not use the collected funds for proprietary trading, lending or leverage strategies, nor for any purpose that would alter the regulatory classification of the WYND Utility Token.</p>
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Part E: Information about the offer to the public of crypto-assets or their admission to trading

N	Field	Content
E.1	Public offering and/or admission to trading	OTPC
E.2	Reasons for public offer and/or admission to trading	<p>The purpose of the public offer of the WYND Utility Token is to provide purchasers with a digital access and payment instrument for services within the WYND ecosystem. The token is a MiCAR-compliant utility token and does not constitute e-money, a financial instrument or a deposit</p> <p>The public offer is therefore conducted to:</p> <ol style="list-style-type: none"> 1. Enable early access to services through a standardized, blockchain-based utility token. 2. Provide a digital mechanism for pre-booking and pre-purchasing services, including future yacht-related offerings once available. 3. Support the development and delivery of the WYND service ecosystem, including booking infrastructure, operational readiness, and customer experience. 4. Facilitate the use of \$WYND as a payment method, offering token holders a 15% discount compared to fiat payments. 5. Build a global user community around the WYND ecosystem. <p>The WYND Utility Token does not finance the construction of the WYND superyacht and does not constitute an investment or profit-participation instrument. The yacht is financed exclusively through WYND Bonds issued by MD Capital GmbH. Token proceeds represent operational revenue arising from the pre-sale of services.</p>

E.3	Fundraising target	11000000
E.4	Minimum subscription goals	N/A
E.5	Maximum subscription goal	USD;11000000
E.6	Oversubscription acceptance	False
E.7	Oversubscription allocation	This field does not apply as E.6 is false.
E.8	Issue price	1
E.9	Official currency or any other crypto-assets determining the issue price	USD
E.10	Subscription fee	0
E.11	Offer Price determination method	<p>The offer price of the \$WYND Utility Token during the Public Offering has been administratively determined by WYND Capital GmbH.</p> <p>It is not based on market demand or trading dynamics, but on an internally defined valuation model that reflects the projected service value and operational cost structure of the WYND ecosystem.</p> <p>The public offering of the \$WYND token takes place in five defined funding rounds.</p> <p>Each round has a fixed token price, cliff, vesting schedule, and allocation cap.</p> <p>Pre-Seed</p> <ul style="list-style-type: none"> ● Cliff (months): 12 ● Vesting (months): 18 ● Tokens: 1,500,000 ● % of Total Supply: 1.5 % ● Price (USD): \$ 0.35 ● Description: Early strategic contributors and technical supporters

		<p>Seed</p> <ul style="list-style-type: none"> ● Cliff (months): 12 ● Vesting (months): 18 ● Tokens: 3,000,000 ● % of Total Supply: 3.0 % ● Price (USD): \$ 0.455 ● Description: Early investors and key partners <p>Strategic</p> <ul style="list-style-type: none"> ● Cliff (months): 9 ● Vesting (months): 12 ● Tokens: 4,000,000 ● % of Total Supply: 4.0 % ● Price (USD): \$ 0.592 ● Description: Institutional and network investors <p>Pre-Public Sale</p> <ul style="list-style-type: none"> ● Cliff (months): 9 ● Vesting (months): 12 ● Tokens: 4,000,000 ● % of Total Supply: 4.0 % ● Price (USD): \$ 0.769 ● Description: Community and preregistered members <p>Public Sale</p> <ul style="list-style-type: none"> ● Cliff (months): 0 ● Vesting (months): 4 ● Tokens: 3,500,000 ● % of Total Supply: 3.5 % ● Price (USD): \$ 1.00 ● Description: General public via official WYND channels <p>Total Funding Allocation: 16,000,000 tokens (16 % of total supply)</p> <p>Total Fundraising Volume: ~ USD 11 million.</p>
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	<p>The \$WYND Utility Token is offered to the public at a fixed issue price of USD 1.00 per token during the Public sale phase.</p> <p>The public offering is denominated in USD.</p> <p>Subscriptions may be paid in:</p> <ul style="list-style-type: none"> • official currencies: EUR or USD, or • approved cryptoassets: ETH (Ethereum) and USDT (Tether). <p>For payments in crypto-assets, the equivalent USD value is determined at the time of subscription using a reliable market reference (e.g., CoinMarketCap or CoinGecko API) to ensure full value equivalence to USD 1.00 per token.</p> <p>The issue price remains fixed throughout each phase of the offer to the public period.</p> <p>No dynamic pricing, auction, or variable rate mechanism applies.</p> <p>WYND Capital GmbH reserves the right to terminate the Public Offering before all allocated tokens are sold. The Public Offering will conclude either when the full allocation is sold or at the discretion of WYND Capital GmbH, depending on market conditions.</p> <p>To comply with investor withdrawal rights under MiCAR (Article 13), the Token Generation Event (TGE) will occur 15 days after the official conclusion of the Public Offering.</p> <p>Justification for Differentiated Pricing</p> <p>The tiered pricing model ensures that early participants are compensated for their increased market risk and longer vesting periods:</p> <p>Early-phase purchasers accept longer lock-up periods, which delays their ability to transfer tokens.</p>
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		<p>In return, they receive a lower purchase price as compensation.</p> <p>Later-phase purchasers pay higher prices but benefit from earlier liquidity access.</p> <p>This model balances incentives between early adopters and later-stage purchasers while maintaining fair price discovery.</p> <p>Impact on Other Purchasers</p> <p>The Public Offering pricing model is structured to ensure fairness for all participants:</p> <p>No dilution effect – The total token supply is fixed at 100,000,000 WYND Tokens, ensuring that pricing variations across rounds do not impact the overall number of tokens available.</p> <p>Market stability – The strict vesting schedules (ranging from 4 to 48 months, with cliffs of 6–12 months for team, advisory, and investors) prevent sudden mass sell-offs, protecting later purchasers from excessive volatility caused by early participants.</p>
E.12	Total number of offered/traded crypto-assets	16000000
E.13	Targeted holders	ALL
E.14	Holder restrictions	Persons residing in the United States of America, US nationals or organizations incorporated or based in the USA are excluded from purchasing \$WYND as part of the public offering. Also excluded from participating in the public offer are persons residing in or organizations with a place of business in a country subject to applicable sanctions.
E.15	Reimbursement notice	Purchasers participating in the offer to the public of crypto-asset will be able to be reimbursed if the minimum target subscription goal is not reached at the end of the offer to the public, if they exercise

		<p>the right to withdrawal provided for in Article 13 of Regulation (EU) 2023/1114 of the European Parliament and of the Council or if the offer is cancelled.</p>
<p>E.16</p>	<p>Refund mechanism</p>	<p>During the statutory 14-day withdrawal period under Article 13 MiCAR, no payments are accepted by the issuer. Purchasers only submit a binding commitment, and any payment that is nevertheless made prematurely will be refunded through the same payment channel.</p> <p>If a purchaser exercises their right of withdrawal, the refund will be processed according to the following procedure:</p> <p>1. Submission of withdrawal request:</p> <p>The purchaser must submit the withdrawal request within the statutory withdrawal period by sending an email to:</p> <p><code>withdrawal@wynd.capital</code></p> <p>The request must include:</p> <ul style="list-style-type: none"> ● full name of the purchaser, ● date of subscription, ● amount paid, ● transaction reference, ● the bank account or wallet address originally used for payment. <p>2. Verification of identity and payment:</p> <p>WYND Capital GmbH verifies the purchaser's identity and confirms the original payment method (IBAN or crypto wallet) used during subscription.</p> <p>KYC data already collected at subscription will be used for verification.</p> <p>3. Refund authorisation:</p>

		<p>After successful verification, WYND Capital GmbH authorises the refund.</p> <p>Refunds are only made to the same bank account or same crypto wallet from which the original payment was received.</p> <p>No refunds will be made to third-party accounts or to different wallets.</p> <p>4. Execution of refund:</p> <ul style="list-style-type: none"> • Fiat payments: refunded via SEPA or SWIFT transfer to the originating bank account. • Crypto payments: refunded to the originating wallet using the same blockchain network used in the original transaction. • Network fees (gas fees) are deducted automatically since they are outside the control of the issuer. <p>5. Refund timeline:</p> <p>Refunds are executed within 14 days after receipt of a valid withdrawal request.</p> <p>Delays related to banking institutions, blockchain confirmation times, or AML checks may extend this period; such delays do not affect the purchaser's right to a full refund.</p> <p>6. Confirmation of refund:</p> <p>After execution, WYND Capital GmbH sends an email confirmation to the purchaser, including the transaction reference of the refund.</p>
<p>E.17</p>	<p>Refund timeline</p>	<p>WYND Capital GmbH ensures that any refunds requested by retail purchasers exercising their right to withdraw from the purchase of \$WYND tokens will be processed without undue delay.</p> <p>Refunds will be executed promptly and, in any case, no later than 14 days from the date on which MD</p>

		<p>Capital GmbH is notified of the purchaser’s decision to withdraw from the purchase agreement.</p>
<p>E.18</p>	<p>Offer phases</p>	<p>Pre-Seed</p> <ul style="list-style-type: none"> ● Allocation: 1,500,000 (1.5%) ● Issue Price (USD): \$0.35 ● Cliff: 12 m ● Vesting (months): 18 m ● Access Type: Private placement – strategic contributors <p>Seed</p> <ul style="list-style-type: none"> ● Allocation: 3,000,000 (3.0%) ● Issue Price (USD): \$0.455 ● Cliff: 12 m ● Vesting (months): 18 m ● Access Type: Private placement – early supporters <p>Strategic</p> <ul style="list-style-type: none"> ● Allocation: 4,000,000 (4.0%) ● Issue Price (USD): \$0.592 ● Cliff: 9 m ● Vesting (months): 12 m ● Access Type: Private offering – partners / institutional <p>Pre-Public</p> <ul style="list-style-type: none"> ● Allocation: 4,000,000 (4.0%) ● Issue Price (USD): \$0.769 ● Cliff: 9 m ● Vesting (months): 12 m ● Access Type: Qualified investors / whitelist <p>Public Sale</p> <ul style="list-style-type: none"> ● Allocation: 3,500,000 (3.5%) ● Issue Price (USD): \$1.00 (fixed) ● Cliff: 0 m ● Vesting (months): 4 m

		<ul style="list-style-type: none"> ● Access Type: Public offering to eligible retail purchasers <p>Indicative Timeline</p> <ul style="list-style-type: none"> ● PreSeed Phase: Q4 2025 – Q1 2026 ● Seed Phase: Q1 – Q2 2026 ● Strategic Phase: Q2 – Q3 2026 ● PrePublic Phase: Q3 – Q4 2026 ● Public Sale (Official Public Offering): Q4 2025 – Q1 2027
<p>E.19</p>	<p>Early purchase discount</p>	<p>Earlier phases of the \$WYND Utility Token offering (Pre-Seed, Seed, Strategic, and Pre-Public) were conducted at discounted prices compared to the final public sale price of USD 1.00 per token.</p> <p>Pre-Seed</p> <ul style="list-style-type: none"> ● Cliff (months): 12 ● Vesting (months): 18 ● Tokens: 1,500,000 ● % of Total Supply: 1.5 % ● Price (USD): \$ 0.35 ● Description: Early strategic contributors and technical supporters <p>Seed</p> <ul style="list-style-type: none"> ● Cliff (months): 12 ● Vesting (months): 18 ● Tokens: 3,000,000 ● % of Total Supply: 3.0 % ● Price (USD): \$ 0.455 ● Description: Early investors and key partners <p>Strategic</p> <ul style="list-style-type: none"> ● Cliff (months): 9 ● Vesting (months): 12 ● Tokens: 4,000,000 ● % of Total Supply: 4.0 % ● Price (USD): \$ 0.592

		<ul style="list-style-type: none"> • Description: Institutional and network investors <p>Pre-Public Sale</p> <ul style="list-style-type: none"> • Cliff (months): 9 • Vesting (months): 12 • Tokens: 4,000,000 • % of Total Supply: 4.0 % • Price (USD): \$ 0.769 • Description: Community and preregistered members <p>Public Sale</p> <ul style="list-style-type: none"> • Cliff (months): 0 • Vesting (months): 4 • Tokens: 3,500,000 • % of Total Supply: 3.5 % • Price (USD): \$ 1.00 • Description: General public via official WYND channels <p>These reduced prices do not represent financial returns or investment incentives, but rather a functional risk-adjusted pricing mechanism. Early participants accepted longer lock-up and vesting periods (ranging from 9 to 18 months) and limited liquidity during those periods. In compensation for these restrictions and their earlier contribution to the project’s establishment, they received a lower purchase price.</p> <p>The differentiated pricing model ensures that:</p> <ul style="list-style-type: none"> • Early-phase purchasers support the project during its higher-risk development stage and accept delayed access to their tokens through long vesting schedules. • Later-phase purchasers (Public Sale) obtain tokens at a higher, fixed price but benefit from shorter lockups and earlier usability of their tokens within the WYND ecosystem.
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		<p>Impact on Other Purchasers:</p> <ul style="list-style-type: none"> • The total token supply is strictly limited to 100,000,000 \$WYND, so pricing differences do not cause any dilution or inflationary effect for later purchasers. • All tokens, regardless of purchase phase, carry identical rights and utility functions once fully vested; there are no preferential or enhanced rights for early buyers. • The onchain vesting schedules (4 to 48 months) prevent sudden market releases of large token volumes, thereby protecting later purchasers from volatility or price manipulation. • WYND Capital GmbH will not list or facilitate trading on secondary markets, further reducing speculative pressure and ensuring fair access for all participants. • The overall design of the tiered pricing model is therefore based on time and riskadjusted fairness principles, ensuring a balanced and transparent allocation mechanism consistent with the token's purely utilitybased nature under MiCAR.
E.20	Time-limited offer	False
E.21	Subscription period beginning	N/A
E.22	Subscription period end	N/A
E.23	Safeguarding arrangements for offered funds /crypto-assets	During the statutory 14-day withdrawal period under Article 13 MiCAR, no payments (fiat or crypto-assets) are accepted by the issuer. No fiat funds or crypto-assets are held by the issuer during the withdrawal period; therefore, no CRR account or CASP safeguarding arrangement is required for this offer structure.

		<p>Purchasers retain full control over their funds and crypto-assets until the withdrawal period expires.</p> <p>No assets are held, controlled, stored, or safeguarded by the issuer or by any third-party service provider during this phase.</p> <p>As a result:</p> <ul style="list-style-type: none"> • no safeguarding accounts are established, • no CRR credit institution is required, • no CASP custody wallet is required, • and no client assets are handled before the end of the withdrawal period. <p>This offer structure is designed to comply with Articles 10(4) and 13 MiCAR, as further reflected in Commission Delegated Regulation (EU) 2024/2984, Table 2.</p>
<p>E.24</p>	<p>Payment methods for crypto-asset purchase</p>	<p>The purchase of the \$WYND Utility Token is conducted exclusively in crypto-assets after the expiration of the statutory withdrawal period.</p> <p>Accepted payment assets: USDC</p> <p>Payment process:</p> <ol style="list-style-type: none"> 1. Purchasers register and complete KYC/AML verification. 2. Purchasers sign the purchase commitment. 3. During the 14-day withdrawal period, no payment is made. 4. After withdrawal expiry, purchasers transfer USDC directly from their self-custody wallet to the issuer’s designated smart contract address. 5. Tokens are allocated after the Token Generation Event (TGE). <p>Valuation method:</p>

		<p>The USD equivalent is determined at the moment of payment using a reputable market data source (e.g., CoinMarketCap or CoinGecko).</p> <p>No fiat payments are accepted.</p>
E.25	Value transfer methods for reimbursement	<p>During the 14-day withdrawal period under Article 13 MiCAR, purchasers may withdraw from their commitment at any time without fees or reasons.</p> <p>Since no payment is accepted before the expiration of the withdrawal period, no reimbursement is required in practice.</p> <p>If a purchaser withdraws after having mistakenly sent funds early, reimbursement will be made using the same crypto-asset and wallet address used for the original transaction, unless the purchaser expressly agrees otherwise and without any additional costs.</p> <p>Outside the MiCAR withdrawal period, no refunds or buy-backs are offered.</p>
E.26	Right of withdrawal	<p>Purchasers have the right to withdraw from their purchase commitment within 14 calendar days from the date on which they agreed to purchase the \$WYND Utility Token.</p> <p>Withdrawal:</p> <ul style="list-style-type: none"> ● requires no reason, ● must be free of charge, ● may be submitted by email to info@wynd.group, ● renders the commitment void, ● must be processed before payment occurs. ● If a purchaser exercises their right of withdrawal, the issuer will not request or accept any payment.

<p>E.27</p>	<p>Transfer of purchased crypto-assets</p>	<p>Purchased \$WYND tokens are transferred to the purchaser after:</p> <ul style="list-style-type: none"> • completion of the subscription period, • expiration of the 14day MiCAR withdrawal period, • execution of the Token Generation Event (TGE), • completion of KYC/AML checks. <p>Transfer method:</p> <ul style="list-style-type: none"> • Tokens are transferred via an audited ERC20 smart contract on Ethereum. • Purchasers must provide a valid EVMcompatible selfcustody wallet (e.g., MetaMask, Ledger, Trezor, Trust Wallet). • Transfers are irreversible once confirmed onchain. • Tokens under vesting remain locked in the smart contract and are released according to the predefined schedule.
<p>E.28</p>	<p>Transfer time schedule</p>	<p>The expected transfer timing is as follows:</p> <ol style="list-style-type: none"> 1.End of subscription period 2.Expiry of the 14-day withdrawal period 3.Token Generation Event (TGE) 4.Automated smart contract allocation to purchaser wallets 5.Vesting releases, if applicable, according to published vesting schedule <p>Blockchain settlement times apply. Transfers become final upon on-chain confirmation.</p>
<p>E.29</p>	<p>Purchaser's technical requirements</p>	<p>Purchasers require:</p> <ul style="list-style-type: none"> • an EVM-compatible self-custody wallet (MetaMask, Ledger, Trezor, Trust Wallet, Coinbase Wallet),

		<ul style="list-style-type: none"> • sufficient ETH to cover gas fees, • a modern browser or updated iOS/Android device, • the ability to sign smart contract transactions, • secure storage of private keys and recovery phrases. <p>The issuer provides no custodial services.</p>
E.30	Crypto-asset service provider (CASP) name	No CASP services are used since no investor assets are handled during subscription or withdrawal periods.
E.31	CASP identifier	This field is not applicable, as no CASP services are involved in the context of this offer. In line with the MiCA taxonomy, which requires the indication of a CASP LEI in the case of an offer to the public, and in the absence of any CASP involvement, the issuer's LEI has been reported in the machine-readable version solely for technical compliance purposes.
E.32	Placement form	NTAV
E.33	Trading platforms name	N/A
E.34	Trading platforms Market Identifier Code (MIC)	N/A
E.35	Trading platforms access	N/A
E.36	Involved costs	There are no trading platform costs associated with the public offering, as \$WYND is not listed during the offering.
E.37	Offer expenses	<p>All expenses related to the public offering of the \$WYND Utility Token are borne by WYND Capital GmbH.</p> <p>These expenses are financed from the company's existing resources and are not deducted from purchaser funds collected during the token sale.</p> <p>The total cost of the public offering is estimated at approximately EUR 520000, covering regulatory,</p>

		<p>legal, marketing, and technical costs associated with the MiCAR-compliant issuance process.</p> <p>Legal and Compliance</p> <ul style="list-style-type: none"> • Description: Legal advisory, MiCAR Whitepaper preparation, BaFin coordination • Estimated Amount: EUR 120000 • Payment Type: Fiat <p>Technology and Platform</p> <ul style="list-style-type: none"> • Description: Smart contract audit, token issuance infrastructure (Bitbond GmbH KYC/AML systems) • Estimated Amount: EUR 80000 • Payment Type: Fiat / partial in crypto (ETH) <p>Marketing and Communication</p> <ul style="list-style-type: none"> • Description: Digital campaign, video production, website relaunch, investor relations • Estimated Amount: EUR 200000 • Payment Type: Fiat <p>Advisory and Project Management</p> <ul style="list-style-type: none"> • Description: Strategic consulting, project coordination, documentation, translation • Estimated Amount: EUR 60000 • Payment Type: Fiat <p>Administration and Filing Costs</p> <ul style="list-style-type: none"> • Description: Notary, registration, accounting, and administrative processing • Estimated Amount: EUR 60000 • Payment Type: Fiat (EUR) <p>Total Estimated Offering Expenses</p> <p>Estimated Amount: ≈ EUR 520000 Payment Type: –</p>
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		<p>No additional issuance, listing, or placement fees are charged to purchasers.</p> <p>All partners and service providers involved in the offering operate under written service agreements.</p> <p>No remuneration is linked to the success or subscription volume of the token sale.</p>
<p>E.38</p>	<p>Conflicts of interest</p>	<p>None</p> <p>WYND Capital GmbH, as the issuer of the \$WYND Utility Token, has assessed all relationships with parties involved in the public offering and confirms that no material conflicts of interest exist that could adversely affect token purchasers.</p> <p>1. Involved Parties</p> <ul style="list-style-type: none"> • Issuer: WYND Capital GmbH (Hamburg, Germany) • Parent Company: MD Capital GmbH (Hamburg, Germany) – responsible for financing of yacht construction and WYND Bonds (Security Tokens). • Founder and Managing Director: Dennis Monner – indirectly holds interests in both WYND Capital GmbH and MD Capital GmbH. • Technical and Regulatory Partners: Bitbond GmbH regulated MiCAR infrastructure providers responsible for issuance, custody, and investor onboarding. <p>2. Potential Conflicts and Mitigation Measures</p> <p>The dual role of Dennis Monner as founder and managing director of both WYND Capital GmbH and MD Capital GmbH may constitute a potential conflict of interest between token issuance (utility) and investment financing (security token).</p> <p>This is mitigated through clear functional and financial separation:</p> <ul style="list-style-type: none"> • WYND Capital GmbH exclusively issues the Utility Token (\$WYND).

		<ul style="list-style-type: none"> • MD Capital GmbH exclusively issues the WYND Bonds (Security Tokens) used for yacht financing. • Separate accounting, banking, and reporting structures are maintained for both entities. • Service providers are compensated on a fixed-fee basis, with no success-based remuneration or token-linked incentives. • All advisory and operational relationships are governed by written service agreements to ensure transparency and independence. <p>3. Disclosure and Governance</p> <p>WYND Capital GmbH maintains a Conflict-of-Interest Policy to identify, monitor, and mitigate any situation that may arise between the issuer, its management, and service partners.</p> <p>Should any new conflict occur, WYND Capital GmbH will immediately disclose such information via official investor communication channels in compliance with MiCAR and applicable German corporate law.</p> <p>Based on current arrangements, no personal, financial, or advisory interests exist that would unduly influence the pricing, allocation, or operation of the \$WYND Utility Token.</p>
E.39	Applicable law	Germany
E.40	Competent court	Hamburg, Germany, unless mandatory legal provisions require otherwise.

Part F: Information about the crypto-assets

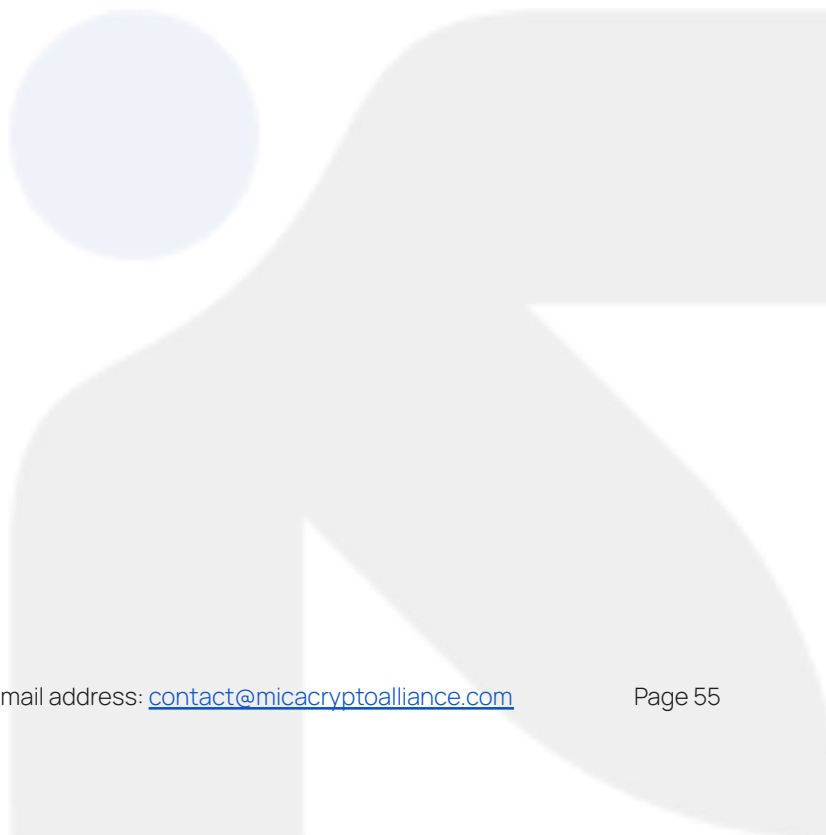
N	Field	Content
F.1	Crypto-asset type	Crypto-assets other than asset-referenced tokens or e-money tokens
F.2	Crypto-asset functionality description	<p>The \$WYND Utility Token is a utility token designed to provide digital access within the WYND ecosystem. It does not represent any ownership, dividend, voting, or repayment right and does not qualify as a security, e-money, or financial instrument under EU law.</p> <p>1. Service Access Function</p> <p>\$WYND tokens are used as a digital access, payment and booking medium for WYND services, including:</p> <ul style="list-style-type: none"> • WYND Discovery Weeks (operational in the Red Sea since 2023) • WYND Yacht Voyages (from 2029 onwards) • WYND Concierge and Experiences <p>Future programs: WYND Jet and WYND Heli.</p> <p>All services can be paid either in fiat or with \$WYND tokens.</p> <p>Payments made in \$WYND receive a 15 % discount versus fiat payments.</p> <p>Prices are dynamically aligned to USD benchmarks through the WYND Price Index (WPI).</p> <p>2. Staking and Membership Activation</p> <p>Token holders may stake \$WYND tokens for fixed periods (3 - 36 months) which can unlock higher membership tiers with benefits such as early-booking rights, exclusive events, and loyalty privileges.</p>

		<p>Staked tokens remain non-transferable during lock-up and yield no financial return.</p> <p>3. Technical and Operational Framework</p> <p>The \$WYND token follows the ERC-20 standard on the Ethereum Proof-of-Stake network.</p> <p>All token functions (payment, staking, AC-conversion) are executed through audited smart contracts.</p> <p>Users access these services via the WYND Platform Interface (wynd.group), connecting their wallets securely to the ecosystem.</p> <p>WYND Capital GmbH may adjust non-essential parameters (e.g., WPI calibration, staking duration) to maintain technical stability and regulatory compliance under the WYND Terms of Use.</p>
F.3	Planned application of functionalities	The functionalities of the \$WYND token, will be active from the beginning of the public sale and upon successful staking by the clients.
<p><i>A description of the characteristics of the crypto-asset, including the data necessary for classification of the crypto-asset white paper in the register referred to in Article 109 of Regulation (EU) 2023/1114, as specified in accordance with paragraph 8 of that Article</i></p>		
F.4	Type of white paper	OTHR
F.5	The type of submission	NEWT
F.6	Crypto-asset characteristics	<p>Description of the crypto-asset characteristics:</p> <p>1. Name, symbol, and token type</p> <ul style="list-style-type: none"> ● Token name: WYND Utility Token ● Token symbol: \$WYND ● Token standard: ERC-20 ● Contract Address: 0x40D00AE57593a3D11367eF002c297311B60B1FE2 ● Decimals: 18

		<p>2. Functionality and purpose</p> <p>The \$WYND Token is a utility token serving as a digital access and booking instrument across the WYND ecosystem (Discovery Weeks, WYND Yacht, Concierge and Experiences, Jet and Heli).</p> <p>Token holders benefit from a 15% discount when paying with \$WYND compared to fiat.</p> <p>3. Transferability and usage</p> <p>Tokens are freely transferable between eligible wallets, subject to KYC/AML requirements.</p> <p>Tokens can be staked for 3–36 months to unlock higher membership tiers and early booking rights.</p> <p>Tokens are redeemed for services via the WYND Price Index (WPI).</p> <p>4. Security and smart contracts</p> <p>Smart contracts follow the ERC-20 standard and are independently audited.</p> <p>Custody solutions and multi-signature wallets safeguard treasury and staking pools.</p> <p>WYND Capital GmbH remains responsible for governance and compliance.</p> <p>5. Future development and adaptability</p> <p>Expansion of the ecosystem to include a global fleet of up to 8 WYND Yachts across key destinations (Mediterranean, Caribbean, Indian Ocean, Pacific).</p> <p>Integration of additional lifestyle and travel services (Concierge, Jet, Heli).</p> <p>Potential interoperability with partner ecosystems and further staking incentives.</p>
F.7	Commercial name or trading name	WYND Utility Token (\$WYND)

F.8	Website of the issuer	www.wynd.group
F.9	Starting date of the offer to the public or admission to trading	2026-03-12
F.10	Publication date	2026-03-11
F.11	Any other services provided by the issuer	<p>In addition to issuing the WYND Utility Token (\$WYND), WYND Capital GmbH provides:</p> <p>Access to WYND Discovery Weeks – boutique yacht voyages in the Red Sea.</p> <p>Membership services – staking-based memberships with early booking rights and privileges.</p> <p>Lifestyle and concierge services – booking support, curated events, and experiences.</p> <p>Future mobility services – WYND Jet and Heli.</p> <p>The issuer does not provide financial, investment, or custodial services. All activities are limited to the operation and growth of the WYND ecosystem.</p>
F.12	Language or languages of the white paper	English
F.13	Digital token identifier code used to uniquely identify the crypto-asset or each of the several crypto assets to which the white paper relates, where available	Not available (DTI to be provided upon availability)
F.14	Functionally fungible group digital token identifier, where available	Not Available
F.15	Voluntary data flag	False
F.16	Personal data flag	True

F.17	LEI eligibility	True
F.18	Home Member state	Germany
F.19	Host Member state	Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden



Part G: Information on the rights and obligations attached to the crypto-assets

N	Field	Content
G.1	Purchaser rights and obligations	<p>The \$WYND Utility Token grants its holder non-financial usage rights within the WYND ecosystem, as described in this Whitepaper and in the official WYND Terms of Use.</p> <p>The token does not represent:</p> <ul style="list-style-type: none"> • any ownership interest, • any profit or dividend entitlement, • any repayment or redemption claim, • any voting or governance rights. <p>Instead, token holders receive digital access and service rights that can be exercised through the WYND Platform and its connected services.</p> <p>Rights of Token Holders</p> <p>Token holders are entitled to:</p> <p>1. Access to Services:</p> <ul style="list-style-type: none"> • Use the \$WYND token as a digital means of payment to book and participate in WYND services, including: • WYND Discovery Weeks (operational Red Sea voyages), • WYND Yacht Voyages (planned from 2029), • WYND Concierge and Experiences, • and future offerings such as WYND Jet and WYND Heli. <p>2. Discount Benefit:</p> <p>Receive a 15 % discount on all services paid in \$WYND tokens compared to fiat currency.</p> <p>3. Membership and Loyalty Access:</p>

		<p>Stake tokens to unlock higher membership tiers (3–36 months), providing early-booking privileges, event access, and enhanced service benefits.</p> <p>Staked tokens remain non-transferable during the staking period and yield no financial return.</p> <p>4. Transparency and Communication:</p> <p>Receive transparent updates via official WYND communication channels regarding platform developments, token-related changes, and updates to the WYND Price Index (WPI) or Access Credit (AC) system.</p> <p>5. Portability:</p> <p>Hold and transfer \$WYND tokens between compliant, KYC-verified wallets, provided such transfers comply with applicable AML/CFT laws.</p> <p>Obligations of Token Holders</p> <p>Token holders agree to:</p> <p>1. Compliance:</p> <p>Complete KYC/AML verification prior to any purchase or transfer, in accordance with EU and German regulations.</p> <p>2. Platform Usage:</p> <p>Use the tokens solely for purposes within the WYND ecosystem (service access, payments, staking) and not for speculative or investment activities.</p> <p>3. Technical Responsibility:</p> <p>Maintain control and security over their personal wallets and private keys. WYND Capital GmbH bears no liability for lost access due to user error or third-party misconduct.</p> <p>4. Respect of Terms of Use:</p>
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		<p>Adhere to the official WYND Terms of Use, which govern service usage, staking mechanisms, AC conversion, and any platform-based interactions.</p> <p>5. Modification of Non-Essential Rights and Obligations:</p> <p>WYND Capital GmbH may amend non-essential rights and obligations of token holders only for legitimate and objectively justified reasons, in accordance with the WYND Terms of Use.</p> <p>No Redemption or Repurchase Obligation</p> <p>WYND Capital GmbH has no obligation to redeem, repurchase, or exchange tokens for fiat or other assets.</p> <p>Tokens can only be used as a functional medium within the WYND ecosystem and have no guaranteed market value.</p>
<p>G.2</p>	<p>Exercise of rights and obligations</p>	<p>Holders of the WYND Utility Token (\$WYND) may exercise their rights exclusively through the WYND digital platform (online portal and mobile application).</p> <p>Discount application: The 15% discount is automatically applied at checkout when payments are made in \$WYND.</p> <p>Staking: Rights associated with staking (e.g., early booking privileges, tier upgrades) are activated upon lock-in of tokens for the chosen period (3–36 months) and managed transparently via smart contracts.</p> <p>Transferability: Tokens are freely transferable between wallets, subject to AML/KYC restrictions where legally required.</p> <p>Limitations: \$WYND does not grant financial returns, dividends, or ownership rights.</p>

		<p>All obligations (e.g., payment of gas fees, compliance with terms of service) must be fulfilled by the token holder in order to exercise the above rights.</p>
<p>G.3</p>	<p>Conditions for modifications of rights and obligations</p>	<p>WYND Capital GmbH may amend non-essential rights and obligations of token holders only for legitimate and objectively justified reasons, in accordance with the WYND Terms of Use and applicable EU and German law.</p> <p>Such reasons include, in particular:</p> <ul style="list-style-type: none"> • compliance with MiCAR or other applicable regulatory or legal requirements, • necessary technical or operational adjustments to ensure the stability and proper functioning of the WYND Price Index (WPI) and Access Credit (AC) system, and • safeguarding the quality, security, and continuous availability of WYND services. <p>Any modification shall:</p> <ul style="list-style-type: none"> • apply only prospectively (no retroactive effect), not affect essential contractual rights, such as confirmed bookings, ongoing staking periods, or the fundamental utility of the token, and • be communicated transparently and in advance through official WYND communication channels (including the WYND website and investor notifications). <p>Where a modification would materially and adversely affect the position of a token holder, WYND Capital GmbH shall obtain the explicit prior consent of the affected token holder before implementation.</p> <p>All modifications will be documented, time-stamped, and published in an updated version</p>

		of the WYND Terms of Use or Whitepaper, ensuring full transparency and traceability.
G.4	Future public offers	<p>At the time of this submission, no additional public offerings of the WYND Utility Token (\$WYND) are planned or authorized beyond the current public sale.</p> <p>The total token supply of 100,000,000 \$WYND is fixed and final.</p> <p>No further issuance, minting, or creation of additional tokens is technically or contractually possible under the current smart-contract structure.</p> <p>Should WYND Capital GmbH decide in the future to conduct a new public offering or establish a secondary token sale, such offering would:</p> <ul style="list-style-type: none"> • be subject to prior BaFin notification and approval under MiCAR, • take place only within the remaining unallocated token pool, and • comply fully with all applicable EU and German regulatory requirements. <p>As of today, WYND Capital GmbH has no intention to initiate any additional token offerings or public distributions after completion of the current sale.</p>
G.5	Issuer retained crypto-assets	15000000
G.6	Utility token classification	True
G.7	Key features of goods/ services of utility tokens	<p>The \$WYND Utility Token provides holders with digital access and payment functionality for luxury travel, lifestyle, and community services within the WYND ecosystem.</p> <p>It enables the booking, payment, and participation in curated real-world experiences operated or</p>

		<p>facilitated by WYND Capital GmbH and its affiliated partners.</p> <p>1. Luxury Travel and Experience Services</p> <p>a. WYND Discovery Weeks (Operational)</p> <p>Boutique-format yacht voyages currently operating in the Red Sea, offering 7-day curated trips with up to 22 guests and 13 crew members.</p> <p>Includes accommodation in 6 Superior Suites, 4 Junior Suites, and 1 Master Suite.</p> <p>Immediate availability (since 2023).</p> <p>Services include dining, water sports, kite-surfing options, and community networking events.</p> <p>b. WYND Yacht (from 2029)</p> <p>The first 52-meter Superyacht will host 12 guests and 11 crew, designed for full-charter, cabin booking, or curated community voyages.</p> <p>Future deployment across Mediterranean, Caribbean, and Indian Ocean routes, offering immersive “WYND Weeks.”</p> <p>c. WYND Concierge and Experiences</p> <p>Lifestyle and travel concierge offering members exclusive access to partner resorts, events, and personalized experiences (both digital and in-person).</p> <p>Accessible through the WYND mobile and web platform.</p> <p>d. Future Extensions (Under Development)</p> <p>WYND Jet: Private jet transfers and curated aerial experiences.</p> <p>WYND Heli: Helicopter transfers and regional charter services.</p>
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		<p>Both services are under development and will be integrated into the WYND ecosystem after the first yacht deployment.</p> <p>2. Token-Based Access and Payment Functionality</p> <p>The \$WYND token is the primary digital medium for booking and payment within the WYND ecosystem.</p> <p>Token holders can redeem tokens directly for services at preferential conditions.</p> <p>Bookings can be made via the official platform: www.wynd.group.</p> <p>Payments made in \$WYND receive a 15 % discount compared to payments in fiat currency (EUR or USD).</p> <p>3. Membership and Loyalty Integration</p> <p>Token holders may stake \$WYND tokens to unlock different membership tiers (3–36 months) that determine early-booking rights, exclusive event access, and concierge privileges.</p> <p>The staking mechanism is non-financial – it provides access and loyalty benefits only.</p> <p>Examples of benefits include:</p> <ul style="list-style-type: none"> a. Early yacht booking rights for premium members, b. Priority access to Discovery Weeks, c. Private invitations to WYND community events and partner retreats. <p>4. Real-World Integration</p> <p>All WYND services are physically operated and verifiable.</p> <p>WYND Discovery Weeks currently take place in El Gouna and Hurghada (Egypt).</p>
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		<p>Future operations include the Mediterranean (2028) and the Caribbean and Indian Ocean regions (from 2029 onward).</p> <p>WYND partners with professional shipyards, travel service providers, and event operators to deliver these services under standardized hospitality and safety guidelines.</p>
<p>G.8</p>	<p>Utility tokens redemption</p>	<p>The \$WYND Utility Token can be redeemed exclusively for services within the WYND ecosystem.</p> <p>Redemption means the use of tokens as payment or exchange for access to goods and services operated by WYND Capital GmbH and its affiliated partners.</p> <p>1. Redemption Mechanism</p> <p>Token holders may redeem \$WYND tokens directly for services such as:</p> <ul style="list-style-type: none"> • WYND Discovery Weeks (Red Sea operations), • WYND Yacht Voyages (from 2028), • WYND Concierge and Experiences, • and future offerings like WYND Jet and WYND Heli. <p>Redemption is processed via the WYND Platform Interface (www.wynd.group) through verified wallet connections.</p> <p>Each redemption transaction is settled on-chain through smart contracts that transfer the service entitlement to the purchaser and burn or lock the equivalent amount of tokens.</p> <p>2. No Fiat Redemption or Repurchase</p>

		<p>WYND Capital GmbH is not obligated to repurchase or redeem \$WYND tokens in fiat currency or any other crypto asset.</p> <p>Token redemption is strictly limited to service access and participation within the WYND ecosystem.</p> <p>The token does not represent a debt instrument or claim for repayment.</p> <p>3. Redemption Timing and Availability</p> <p>Redemption is available continuously for all live WYND services (currently WYND Discovery Weeks).</p> <p>Additional services, such as WYND Yacht and WYND Jet, will become redeemable as they launch.</p> <p>All redemption options, AC conversions, and applicable service schedules are published transparently on www.wynd.group.</p> <p>4. Consumer Protection and Transparency</p> <p>The redemption process ensures that token holders can always verify the conversion ratio, applicable WPI rate, and service availability before completing a transaction.</p> <p>WYND Capital GmbH publishes all current redemption terms and WPI-calibrated service values via the official platform.</p>
G.9	Non-trading request	False
G.10	Crypto-assets purchase or sale modalities	<p>During the public offer, no admission to trading on a trading platform is sought.</p> <p>After completion of the offer, \$WYND may be traded peer-to-peer or on decentralised or centralised exchanges operated by independent third parties.</p>

		The issuer does not operate any trading venue, does not intermediate secondary trades and does not guarantee liquidity.
G.11	Crypto-assets transfer restrictions	<p>Transferability: \$WYND tokens are freely transferable between self-custody wallets, subject to applicable AML/KYC requirements.</p> <p>Staked tokens remain non-transferable during the lock-up period.</p> <p>No lock-up for purchasers: Tokens acquired in the public sale can be transferred immediately after settlement.</p> <p>Lock-up for early investors and team: Pre-seed, seed, strategic, and team allocations are subject to vesting and lock-up schedules (see Vesting Terms).</p>
G.12	Supply adjustment protocols	False
G.13	Supply adjustment mechanisms	This field does not apply as G.12 is False.
G.14	Token value protection schemes	False
G.15	Token value protection schemes description	This field does not apply as G.14 is False.
G.16	Compensation schemes	False
G.17	Compensation schemes description	This field does not apply as G.12 is False.
G.18	Applicable law	Germany
G.19	Competent court	Courts of Hamburg, Germany

Part H: Information on the underlying technology

N	Field	Content
H.1	Distributed ledger technology	<p>\$WYND is a fungible crypto-asset that will be issued as a smart contract conforming to the ERC-20 standard on Ethereum, a public, permissionless Layer 1 distributed ledger. Ethereum maintains a canonical, globally replicated record of accounts, contracts, balances, and logs through its Proof-of-Stake consensus protocol. Any participant with an Ethereum account may broadcast signed transactions, which are validated and incorporated into blocks by validators without central admission control.</p> <p>Ledger state is account-based, meaning each account maintains its own balance, nonce, and contract storage. \$WYND will exist as an on-chain contract that records the total supply and per-address balances in internal mappings. Transfers, mints, burns, and approvals are executed as state-changing function calls defined by the ERC-20 interface. Relevant operations emit standard transfer and approval events that are permanently recorded in the Ethereum ledger, producing a verifiable transaction history accessible via public block explorers and node interfaces.</p> <p>The token’s state and events are going to be publicly readable, and transaction submission will be open to all participants with sufficient ETH to pay gas fees. Ethereum’s neutrality and open validation process ensure that no single operator controls the entire transaction history.</p>
H.2	Protocols and technical standards	<p>Networking, transport and session</p> <p>Ethereum nodes participate in a peer-to-peer overlay using the devp2p protocol suite for peer discovery, session negotiation, and message relay. Execution-layer clients expose JSON-RPC 2.0</p>

interfaces over HTTP and WebSocket for non-consensus access, allowing applications, wallets, and exchanges to query balances, retrieve logs, and submit signed \$WYND transactions. These methods follow the standards defined in EIP-1474 to ensure compatibility across client implementations.

Serialisation and encoding

Transactions are serialised using Recursive Length Prefix (RLP) encoding, while contract calls use the Ethereum Application Binary Interface (ABI). Event topics and data are emitted in ABI-compliant binary form, enabling deterministic indexing and reliable off-chain verification.

Cryptography and key formats

Transactions are authenticated using secp256k1 elliptic-curve keys and the Elliptic Curve Digital Signature Algorithm (ECDSA). Hashing and address derivation rely on Keccak-256, the pre-standard variant of SHA-3. Externally Owned Accounts appear as 20-byte hexadecimal addresses encoded with EIP-55 checksum casing. Typed signing under EIP-712 and permit-based approvals under EIP-2612 may be supported to enable gasless authorisations.

Ledger and commitment structures

The balances and allowances of \$WYND are stored in the contract's persistent storage, which forms part of Ethereum's global Merkle-Patricia Trie. Each block header commits to the state, transaction, and receipt roots, allowing inclusion proofs for individual entries or events. These commitments provide verifiable membership for balances and logs without requiring full-node access.

Execution environment

All \$WYND operations execute within the Ethereum Virtual Machine (EVM). The EVM provides deterministic bytecode semantics, gas-metered resource usage, and atomic transaction outcomes:

		<p>either all token state changes succeed or the transaction reverts. Contract interactions occur synchronously within a single transaction context, and no off-chain settlement mechanisms are implied.</p> <p>Token standards and extensions</p> <p>\$WYND implements EIP-20 and may incorporate recognised extensions, including EIP-2612 (Permit) for gasless approvals and EIP-3009 for meta-transaction flows. Metadata such as name, symbol, and decimals follows the de facto ERC-20 metadata interface. These standards ensure interoperability across wallets, custodians, decentralised exchanges, and analytical infrastructure within the Ethereum ecosystem.</p>
<p>H.3</p>	<p>Technology used</p>	<p>WYND’s platform infrastructure interacts with the blockchain via standard Web3 interfaces and multi-signature wallets for treasury and ecosystem operations.</p> <p>The \$WYND contract is written in Solidity and compiled into EVM bytecode using the official solc compiler. It relies on audited OpenZeppelin modules that provide standardised and security-reviewed implementations for ERC-20 logic, access control, and optional extensions such as Ownable, Pausable, and Capped. The deployed bytecode is verified against its source on public explorers such as Etherscan, ensuring reproducibility and public transparency.</p> <p>Deployment occurs through a single on-chain transaction initiated by a designated administrator or factory contract. Administrative actions, including minting or parameter modification, are executed through explicit function calls subject to defined access controls and, where applicable, enforced by a time-lock to allow advance notice of changes.</p> <p>During normal operation, balances, allowances, and</p>

		<p>total supply values reside in Ethereum’s persistent contract storage. Historical events are indexed and served by off-chain infrastructure such as The Graph or Etherscan APIs for analytical or compliance purposes. The \$WYND contract does not rely on any off-chain computation or private execution layer; all state transitions occur on Ethereum mainnet under its consensus rules.</p>
<p>H.4</p>	<p>Consensus mechanism</p>	<p>\$WYND does not maintain a separate consensus mechanism. All state transitions and finality are inherited from Ethereum’s Proof-of-Stake (PoS) protocol.</p> <p>Ethereum uses a PoS consensus mechanism implemented by the beacon chain and specified in the Ethereum consensus specifications. Time on the consensus layer is divided into slots and epochs. In each slot, a validator is selected to propose a block, while a committee of other validators is responsible for attesting to its validity. Selection is pseudo-random and weighted by each validator’s effective stake, which is ETH deposited into the consensus system. This structure provides Sybil resistance and ensures that validators have economic exposure to the consequences of their behaviour.</p> <p>At each slot, the selected proposer assembles a block that includes references to the head of the canonical chain according to the fork-choice rule, along with attestations and, where applicable, execution-layer payloads. Attesters in the assigned committee evaluate the block and vote for it by signing an attestation that includes the block root and source and target checkpoints. These attestations are aggregated and included in subsequent blocks, providing evidence of the validator set’s support for specific chain heads. The fork-choice rule, based on the Latest Message Driven Greediest Heaviest Observed SubTree (LMD-GHOST) algorithm, selects the chain head that has accumulated the highest weight of</p>

		<p>attester votes.</p> <p>Finality is provided by a separate overlay known as Casper Friendly Finality Gadget (Casper FFG). In Casper FFG, epochs serve as the unit for finality, and validators vote on pairs of checkpoint blocks. When sufficient votes are received for a checkpoint pair, the target checkpoint becomes justified, and once a justified checkpoint is followed by another justified checkpoint, it becomes finalised. Finalised checkpoints are extremely unlikely to be reverted, except under conditions where a large portion of the stake behaves maliciously and is subject to slashing. Safety thresholds are set so that reverting a finalised block requires at least one-third of the total stake to violate protocol rules, which would result in significant economic penalties.</p> <p>Validators that fail to perform duties, such as missing attestations, incur penalties that gradually reduce their balance. More severe violations, including double-signing conflicting blocks or attestations, trigger slashing conditions that remove a larger portion of stake and eject the validator from the active set. Together with staking requirements, reward schedules and penalties, this design aligns the incentives of validators with the correct operation of the network and provides a probabilistic, economically secured notion of finality for Ethereum blocks.</p>
<p>H.5</p>	<p>Incentive mechanisms and applicable fees</p>	<p>The \$WYND Utility Token does not include any internal incentive or reward mechanisms.</p> <p>Users pay standard Ethereum gas fees for on-chain transactions (e.g., transfers, staking, or service redemption).</p> <p>WYND Capital GmbH does not charge additional network or platform fees beyond these blockchain transaction costs.</p>
<p>H.6</p>	<p>Use of distributed ledger</p>	<p>False</p>

	technology	
H.7	DLT functionality description	This field does not apply as H.6 is false.
H.8	Audit	True
H.9	Audit outcome	<p>Least Authority’s Ethereum 2.0 Phase 0 Specifications Audit 2020</p> <p>Object: This engagement reviewed the Phase 0 Ethereum 2.0 beaconchain specifications, including consensus rules, forkchoice logic, validator lifecycle, networking interface and honest validator documentation, as well as a reference implementation at a specific revision of the eth2.0specs repository.</p> <p>Results: The auditors identified a number of issues and areas of concern spanning denial-of-service risks, block and attestation propagation rules, potential eclipse conditions for block proposers, misaligned gossip incentives and aspects of the small-validator-set incentive structure, together with broader recommendations on specification clarity and peer-to-peer behaviour.</p> <p>Actions: The Ethereum Foundation and client teams updated the consensus and networking specifications, refined parameter choices, clarified documentation and adjusted implementations in response; a verification review phase was then conducted, and the final report records that the reported issues were either remediated or otherwise acknowledged before the Phase 0 mainnet launch.</p> <p>Runtime Verification’s ETH2 Deposit Contract Formal Verification 2020</p> <p>Object: Runtime Verification carried out a formal verification of the Ethereum deposit contract used to move ETH from the execution layer into the beacon chain by analysing the contract’s Solidity</p>

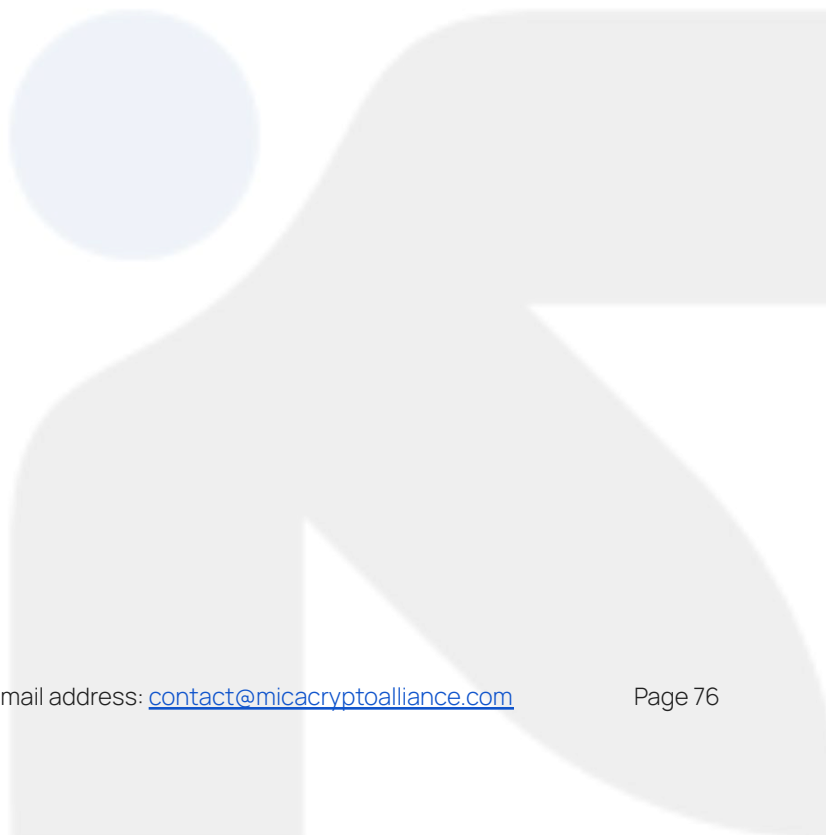
		<p>implementation and bytecode against a mathematical model of its state transitions and permitted operations.</p> <p>Results: The verification effort specified and proved key safety properties, such as correct accounting of validator deposits, invariants over the Merkle tree of deposit data, and constraints on when and how contract state could change, with the analysis finding no violations of the targeted properties under the stated assumptions.</p> <p>Actions: The deployed deposit contract was confirmed to match the verified model, and the Ethereum Foundation adopted this implementation for mainnet staking, using the verification artifacts as an additional assurance that no admissible sequence of inputs would cause unintended loss or misallocation of ETH managed by the contract.</p> <p>NCC Group’s BLS12-381 Library Audit 2020</p> <p>Object: NCC Group performed a security and correctness review of the blst library, which implements BLS12381 signature and aggregation primitives used by Ethereum consensus clients for validator signing and aggregation operations, assessing both the core elliptic-curve arithmetic and the surrounding API surface.</p> <p>Results: The public report describes findings related to potential sidechannel leakage, robustness of input validation and edgewise handling, and general hardening of a performance-optimised cryptographic codebase, alongside guidance to minimise the risk of misuse by downstream users.</p> <p>Actions: The library maintainers incorporated NCC Group’s recommendations through code changes, additional checks and improved documentation, so that clients relying on blst for BLS signatures benefit from an independently reviewed</p>
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		<p>cryptographic implementation that has been refined in response to the audit.</p> <p>Quantstamp’s Teku Beacon-Chain Client Audit 2020</p> <p>Object: Quantstamp audited the Teku Ethereum consensus client maintained by Consensusys, focusing on its implementation of the Ethereum 2.0 Phase 0 specifications, including beaconchain state transition logic, validator duties, networking behaviour and storage components, as well as its adherence to the published consensus rules.</p> <p>Results: The audit report and accompanying materials outline issues across several severity levels, such as configuration pitfalls, robustness gaps in networking and validation paths, and opportunities to tighten checks in order to reduce the likelihood of consensus divergence or denial-of-service under adversarial conditions.</p> <p>Actions: The Teku team addressed the identified findings through code fixes, configuration hardening and additional tests; Quantstamp’s public confirmations indicate that critical and high-risk issues were resolved before Teku was considered ready for production use on Ethereum’s beacon chain.</p> <p>Least Authority’s Lodestar Consensus Client Security Audit 2020–2021</p> <p>Object: Least Authority conducted a security review of the Lodestar consensus client developed by ChainSafe, examining its beaconchain implementation, networking stack and general security posture against the Ethereum 2.0 specifications and expected adversarial behaviours in a public ProofofStake network.</p> <p>Results: The audit identified issues and recommendations relating to how Lodestar handled validator duties, processed network messages and</p>
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		<p>managed local state, as well as areas where improved documentation or additional checks could strengthen its resilience and align its behaviour more tightly with the specifications.</p> <p>Actions: According to the public summary, the Lodestar team responded by implementing fixes, refactoring relevant components and expanding test coverage, and Least Authority records that the reported issues were addressed or mitigated to its satisfaction as part of Lodestar’s maturation as a productiongrade client.</p> <p>Least Authority’s discv5 Node Discovery Protocol Audit 2020</p> <p>Object: The discv5 audit, commissioned by the Ethereum Foundation, evaluated the security of the Node Discovery v5 protocol used in Ethereum’s networking layer for locating peers, reviewing both the protocol design and the reference implementation with a focus on authentication, message formats and peer-selection behaviour.</p> <p>Results: The report highlights risks such as possible denial-of-service vectors, amplification or misuse of discovery traffic, and weaknesses in peer-selection that could, if unmitigated, be exploited to degrade network connectivity or bias peer views, and offers concrete recommendations to reduce these risks.</p> <p>Actions: The protocol designers and implementers incorporated Least Authority’s recommendations by tightening validation of discovery messages, adding rate-limiting and hardening the implementation against the identified classes of attacks, with the final report noting that the issues raised during the review were remediated or otherwise addressed in subsequent versions of discv5.</p> <p>Sigma Prime’s Reth Execution Client Audit circa 2023–2024</p>
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		<p>Object: Sigma Prime’s audit of Reth, a Rust-based Ethereum execution client developed by Paradigm, focused on the security and correctness of its block and transaction processing pipeline, EVM execution, state management and interfaces to the consensus layer, as represented by the audit artifacts maintained in the Reth repository.</p> <p>Results: The published materials indicate that the auditors identified multiple findings spanning security vulnerabilities, logic errors and discrepancies with execution-layer expectations, and provided recommendations intended to reduce the risk of consensus divergence, state corruption or exploitable behaviour under mainnet conditions.</p> <p>Actions: The Reth team responded by implementing fixes, clarifying assumptions and enhancing tests, with the audit documents cross-referencing code changes so that users can see how the reported issues were resolved, thereby improving the safety of Reth as an alternative execution client in Ethereum’s multiclient architecture.</p> <p>Sigma Prime’s Pectra Systems Contracts Audit 2023</p> <p>Object: In preparation for the Ethereum “Pectra” upgrade, Sigma Prime reviewed a set of system contracts maintained by the Ethereum Foundation that support protocol-level features, assessing their business logic, upgrade patterns and interaction with the wider protocol as reflected in the Pectra-related updates to the official website and documentation.</p> <p>Results: The audit identified issues and observations around correctness, access-control, upgradability and edgecase handling, together with suggestions for improving the robustness and clarity of the contracts before they are relied upon by the network.</p>
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		<p>Actions: The maintainers updated the system-contract code and deployment plans in response to Sigma Prime's findings, and the inclusion of these contracts and their audit references in the public website changes demonstrates that protocol-adjacent contracts are subjected to external review and remediation prior to activation on mainnet. Not applicable.</p>
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Part I: Information on the risks

N	Field	Content
I.1	Offer-related risks	<p>Custodial and Reimbursement Risks</p> <p>The \$WYND token is primarily designed for self-custody, meaning purchasers are responsible for securing their assets. If tokens are stored with third-party custodians, there is a risk of insolvency, security breaches, or operational failures affecting token retrieval. Additionally, reimbursement mechanisms mandated under MiCAR require proper execution, and delays or technical issues may affect timely refunds.</p> <p>Price Risk and Token Allocation</p> <p>The public offering comprises only a fraction of the total tokens in circulation. A significant portion of tokens was allocated at earlier, lower prices (or for free), which could impact price stability. Any large-scale sales by early holders or team members after vesting periods could create downward pressure on the token price.</p> <p>Liquidity and Listing Risks</p> <p>No Guarantee of Listing – There is no assurance that \$WYND will be listed on secondary markets. Limited Liquidity – Even if listed, trading volumes may be low, making it difficult to sell tokens at favorable terms. Market Volatility – Listing could expose token holders to strong price fluctuations.</p>
I.2	Issuer-related risks	<p>Issuer-related Risks</p> <p>The 52-metre WYND superyacht does not yet exist and will be financed exclusively through WYND Bonds issued by MD Capital GmbH. This financing model is separate from the \$WYND Utility Token,</p>

		<p>which does not finance the yacht and represents only prepayment for future services.</p> <p>The value and functionality of the \$WYND token are directly tied to the actions and success of WYND Capital GmbH. If WYND Capital GmbH fails, ceases operations, or cannot maintain its •and services, the \$WYND token may lose its intended utility and could become worthless.</p> <p>Financial Stability and Operational Risks</p> <p>The \$WYND token's value depends on the financial health and operational capabilities of WYND Capital GmbH. If the company faces liquidity shortages, funding difficulties, or rising operational costs, it may impact the business model and the WYND Capital GmbH, thereby reducing the token's usability and demand.</p> <p>Dependence on Key Personnel</p> <p>The success of WYND Capital GmbH heavily relies on its leadership and technical expertise. The loss of key personnel – especially those in executive or technology roles – could disrupt operations and impact the company's ability to meet its commitments. A lack of succession planning could exacerbate this risk.</p> <p>Strategic and Business Model Risks</p> <p>Dependence on Successful Ecosystem Expansion</p> <p>The WYND ecosystem is designed to grow from the existing Discovery Weeks into a global platform, including a fleet of up to eight yachts and additional lifestyle services. Delays or failures in this expansion could limit the utility of the token.</p> <p>Financing Dependencies</p> <p>The 52m superyacht is financed exclusively through regulated WYND Bonds issued by MD Capital GmbH</p>
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		<p>and through other non-token financing instruments. The WYND Utility Token does not finance the construction, purchase, refinancing or operation of any yacht and is limited to providing access to services within the WYND ecosystem.</p> <p>If MD Capital GmbH is unable to secure sufficient bond or other external financing, the deployment of yacht-based services may be delayed or reduced. In such a case, the utility of the token could be affected, even though token proceeds themselves are not used for yacht financing.</p> <p>Regulatory Compliance and Legal Risks (MiCAR Compliance)</p> <p>As the issuer of a utility token, WYND Capital GmbH must comply with Markets in Crypto-Assets Regulation (MiCAR) and other relevant financial regulations. Changes in regulatory frameworks specific to token issuance, tokenized financial instruments, or financial services may impose additional compliance obligations, operational constraints, or legal risks. Regulatory non-compliance could impact the functionality of \$WYND and its market acceptance.</p> <p>Risk of Conflicts of Interest</p> <p>Issuer Dual Roles – WYND Capital GmbH issues tokens while also managing the ecosystem, which may create conflicts in allocation or pricing decisions. Related Entities – WYND Bonds are issued by MD Capital GmbH (parent company), creating potential overlaps of strategic interests.</p> <p>Decision-Making – Management discretion (e.g., token allocation, service pricing) may not always align with individual token holder expectations.</p> <p>Management and Governance Risks</p> <p>Poor strategic decisions, lack of governance oversight, or mismanagement of financial and</p>
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		<p>operational resources could affect the long-term viability of WYND Capital GmbH and, consequently, the \$WYND token. In an extreme case, insolvency of WYND Capital GmbH could render the \$WYND token non-functional.</p> <p>Reputation Risk</p> <p>Negative publicity, legal disputes, regulatory investigations, or service failures could impact the reputation of WYND Capital GmbH, leading to loss of confidence in WYND Capital GmbH and the \$WYND token. A deterioration in public perception may reduce demand and adoption of the token.</p>
<p>I.3</p>	<p>Crypto-assets- related Risks</p>	<p>The \$WYND token, as a utility token, is subject to various risks that may affect its valuation, liquidity, security, regulatory status, and overall usability. The following risks outline key factors that could impact the token and its holders.</p> <p>Market Volatility</p> <p>The market price of \$WYND (if any) may fluctuate significantly due to demand and broader crypto-market conditions. Volatility may result from external economic factors, regulatory changes, or shifts in investor sentiment. These fluctuations can cause token prices to drop and even become worthless within a very short period of time.</p> <p>Limited Fungibility and Trading Risks</p> <p>At the time of the public offering of \$WYND tokens, there is no established market price, as the tokens will not be immediately listed on an exchange. After the Token Generation Event (TGE), third-party trading platforms may, at their own discretion, decide to admit the \$WYND token to trading. WYND Capital GmbH does not request or guarantee any such listing, and there is no assurance that a liquid secondary market will develop). However, there is no guarantee of sufficient liquidity or trading</p>

		<p>volume, which could impact the ability of holders to sell or trade \$WYND tokens at desired prices. Additionally, price discovery in early trading phases may be subject to high volatility, price slippage, and potential market manipulation.</p> <p>Limited Utility and Usability Outside the WYND Capital GmbH environment</p> <p>While \$WYND tokens will be freely transferable, their value and demand are directly tied to service usage, determined by WYND Capital GmbH. The \$WYND token is not redeemable for fiat currency and cannot be used for services other than the ones offered by WYND Capital GmbH</p> <p>Dependence on Blockchain Infrastructure</p> <p>Ethereum Dependence - \$WYND runs on the Ethereum blockchain; disruptions, forks, or failures of Ethereum may directly impact token functionality.</p> <p>Gas Fees - Transaction costs (gas) are variable and may rise significantly, affecting the usability of tokens for smaller transactions.</p> <p>Smart Contract Risk - Although audited, vulnerabilities in Ethereum or in the smart contracts cannot be entirely excluded.</p> <p>Blockchain Security Risks</p> <p>As a blockchain-based asset, the \$WYND token is exposed to cybersecurity risks, including hacking, data breaches, or smart contract vulnerabilities. If the underlying smart contracts contain flaws, they could be exploited by malicious actors, leading to financial losses for token holders. Despite security audits, unforeseen vulnerabilities could still pose risks to token security and functionality.</p> <p>Jurisdictional Restrictions</p> <p>Regulations regarding crypto-assets vary across different jurisdictions. Some countries may impose</p>
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		<p>restrictions on the trading, holding, or usage of \$WYND tokens. Purchasers must ensure that they comply with local legal requirements before acquiring or using the token.</p> <p>Innovation and Market Relevance Risk</p> <p>The blockchain and tokenization industry is evolving rapidly. Emerging technologies, new regulatory frameworks, or competitive solutions may affect the long-term relevance of the \$WYND token. If WYND Capital GmbH fails to continuously adapt to industry trends, the token’s value and demand may decline over time.</p> <p>Lack of Ownership or Governance Rights</p> <p>Holding \$WYND tokens does not grant equity, voting rights, or decision-making control over WYND Capital GmbH. Token holders have no influence over business strategies and pricing models. Changes to • fees, services, or token utility may occur without direct input from \$WYND holders.</p>
<p>I.4</p>	<p>Project implementation -related risks</p>	<p>Development and Deployment Risk</p> <p>If core functionalities are not developed or deployed as planned, the token’s utility may be diminished.</p> <p>Scalability and Performance Risk</p> <p>High transaction volumes or unexpected demand surges could lead to network congestion, slower processing times, or degraded • performance during the transfer of tokens. These issues could limit the usability of the \$WYND token, affecting user experience and overall market confidence.</p> <p>Dependence on External Partnerships and Service Providers</p> <p>WYND Capital GmbH relies on third-party service providers and technology partners for critical functions, including blockchain infrastructure,</p>

	<p>liquidity provision, and regulatory compliance services. Failures, security breaches, insolvency, or operational issues affecting these external providers could disrupt services, impacting the utility and availability of the \$WYND token.</p> <p>Funding Risks</p> <p>WYND Capital GmbH depends on revenues from its business model, external funding, and market adoption. Economic downturns, reduced investor confidence, or unexpected financial challenges could impact the company’s ability to sustain operations and technological advancements. If WYND Capital GmbH is unable to secure sufficient funding, it may be forced to scale back development, reducing the \$WYND token’s long-term viability.</p> <p>Technological and Integration Risk</p> <p>Integrating blockchain-based infrastructure with existing financial and legal systems presents technological and compatibility challenges. Changes in blockchain protocols, security vulnerabilities, or unforeseen technical constraints could delay or restrict token features, directly affecting the usability of the \$WYND token.</p> <p>Regulatory Compliance for Project Implementation</p> <p>The legal and regulatory landscape for tokenization and blockchain services continues to evolve. New regulatory requirements or changes in interpretation could impose additional compliance burdens on WYND Capital GmbH. This may include restrictions on token offerings, modifications to token-based services, or new licensing requirements. Non-compliance with these regulations could lead to penalties, service limitations, or operational restrictions, all of which</p>
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		<p>could affect the functionality and marketability of the \$WYND token.</p> <p>Adoption Risk</p> <p>The long-term success of the WYND Utility Token depends on strong adoption by members and travelers. If demand for services (yachting, Discovery Weeks, concierge, future jet/heli) is lower than expected, token utility could be reduced.</p> <p>Competition</p> <p>The luxury travel and yachting markets are highly competitive. Competing offerings, whether traditional (charters, fractional ownership) or tokenized, may reduce WYND's market share.</p> <p>Scalability and Execution</p> <p>The plan to expand to a fleet of 8 yachts worldwide involves significant operational complexity. Any management, staffing, or logistical challenges may impact service quality and token perception.</p> <p>Risk of Competitors</p> <p>Other companies may replicate or improve upon WYND Capital's business model, potentially reducing its market share.</p>
<p>I.5</p>	<p>Technology- related risks</p>	<p>Blockchain and Smart Contract Vulnerability</p> <p>The \$WYND token's smart contracts are susceptible to coding vulnerabilities, bugs, or security flaws that could be exploited by malicious actors. A breach in the smart contract could result in unauthorized transactions, token loss, or manipulation of staking mechanisms, affecting the token's security and trust among holders. Even though security audits are conducted, unforeseen vulnerabilities may still pose a risk.</p>

	<p>Cybersecurity and Data Breach Risks</p> <p>As a blockchain-based asset, the \$WYND token is exposed to cybersecurity threats such as hacking, phishing attacks, and data breaches. If attackers compromise WYND Capital's infrastructure or the wallets of token holders, this could result in financial losses, operational disruptions, and reputational damage.</p> <p>Dependency on Underlying Blockchain Stability and Performance</p> <p>The \$WYND token operates on the Ethereum blockchain, meaning its functionality depends on the stability and efficiency of this network. Risks include:</p> <p>Network congestion, which may lead to higher transaction fees or slower confirmation times.</p> <p>Technical failures, blockchain reorgs, or forks, which could impact token transfers and staking mechanisms.</p> <p>Reliance on thirdparty validators and node operators, which may introduce security vulnerabilities or service disruptions.</p> <p>Wallet and Private Key Risk</p> <p>\$WYND token holders are responsible for the custody of their tokens in a compatible cryptographic wallet and for securing their private keys. Loss of a private key means permanent loss of access to the \$WYND tokens, with no possibility of recovery. If a holder connects their wallet to malicious applications, they risk unauthorized access to their assets.</p> <p>Technology Obsolescence Risk</p> <p>Blockchain technology is rapidly evolving. WYND and Capital does not adapt to new standards,</p>
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		<p>interoperability solutions, or emerging security protocols; the \$WYND token’s utility and competitive relevance may diminish over time. New blockchain innovations could introduce more efficient tokenization models, potentially reducing demand for the \$WYND token.</p> <p>Risk of Technical Failures and Downtime</p> <p>Technical issues, such as server outages, software bugs, or API failures, could lead to downtime, transaction delays, or other errors. If prolonged, such failures may disrupt user confidence and limit access to the \$WYND token’s functionality.</p> <p>Data Privacy and Compliance Risk</p> <p>WYND Capital GmbH processes user data in compliance with applicable data protection laws, such as the General Data Protection Regulation (GDPR). Failure to adequately protect user information could lead to regulatory penalties, loss of user trust, and potential restrictions on their business. Any data breaches or non-compliance with privacy regulations may impact the long-term adoption of \$WYND token-based services.</p>
<p>I.6</p>	<p>Mitigation measures</p>	<p>Smart Contract Audits and Security Measures</p> <p>All \$WYND token smart contracts will undergo independent third-party audits prior to launch. Audit results will be published to ensure transparency.</p> <p>Cybersecurity Framework</p> <p>WYND Capital GmbH follows EU cybersecurity standards, including continuous monitoring, penetration testing, and AML/KYC compliance measures.</p> <p>Incident Response and Contingency</p>

		<p>A structured incident response plan is in with predefined escalation, forensic analysis, and corrective actions to minimize damage from potential breaches or failures.</p> <p>Regulatory Compliance</p> <p>\$WYND is fully structured under the MiCA framework, aligned with applicable EU regulations., AML directives, and ongoing regulatory monitoring.</p> <p>Blockchain Stability</p> <p>\$WYND is issued on the Ethereum blockchain (ERC-20). Layer-2 solutions may be integrated to mitigate congestion and high gas fees.</p> <p>Private Key and Custody Awareness</p> <p>WYND Capital GmbH does not offer custodial services. Token holders are educated on wallet security and encouraged to use hardware wallets or trusted third-party custodians.</p> <p>Governance and Risk Management</p> <p>Internal are in place for liquidity, treasury, and revenue planning. Risks are continuously monitored and addressed.</p> <p>Continuous Market Monitoring</p> <p>WYND Capital GmbH actively token utility, pricing models, and ecosystem features to evolving industry standards, market conditions, and regulatory requirements.</p>
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Part J: Information on the sustainability indicators in relation to adverse impact on the climate and other environment-related adverse impacts

Mandatory information on principal adverse impacts on the climate

N	Field	Content
General information		
S.1	Name	WYND Capital
S.2	Relevant legal entity identifier	5299009TAO6KQPMSWG48
S.3	Name of the crypto-asset	WYND utility token
S.4	Consensus mechanism	Ethereum Proof of Stake
S.5	Incentive mechanisms and applicable fees	See H.5
S.6	Beginning of the period to which the disclosure relates	2025-01-01
S.7	End of the period to which the disclosure relates	2025-12-31
Mandatory key indicator on energy consumption		
S.8	Energy consumption	305.43909
Sources and methodologies		
S.9	Energy consumption sources and methodologies	Data provided by the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Full methodology available at : www.micacryptoalliance.com/methodology

N	Field	Content
Supplementary key indicators on energy and GHG emissions		
S.10	Renewable energy consumption	0.3410559545
S.11	Energy intensity	0.00646
S.12	Scope 1 DLT GHG emissions - controlled	0
S.13	Scope 2 DLT GHG emissions - purchased	0.09569
S.14	GHG intensity	0.00202
Sources and methodologies		
S.15	Key energy course and methodologies	<p>Data provided by the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5).</p> <p>As the token studied does not have activity at the time of the study, its energy intensity is approximated through the calculation of a market cap-weighted average of the peer crypto asset activities, compared to the WYND's market capitalisation estimated through the product of its issue price and total supply. The peer group is defined as other ERC-20 tokens whose market capitalisation falls within $\pm 30\%$ of WYND's market cap at issue are included, to ensure only similar peers are used for estimations.</p> <p>Full methodology available at: www.micacryptoalliance.com/methodologies</p>
S.16	Key GHG sources and methodologies	<p>Data provided by the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5).</p> <p>Full methodology available at: www.micacryptoalliance.com/methodologies</p>

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

N	Field	Content																								
Optional indicators																										
S.17	Energy mix	<table border="1"> <thead> <tr> <th>Energy source</th> <th>Percentage {DECIMAL-11/10}</th> </tr> </thead> <tbody> <tr> <td>Bioenergy</td> <td>2.7093354923</td> </tr> <tr> <td>Coal</td> <td>19.8122648757</td> </tr> <tr> <td>Flared Methane</td> <td>0</td> </tr> <tr> <td>Gas</td> <td>29.2633069542</td> </tr> <tr> <td>Hydro</td> <td>9.5047762055</td> </tr> <tr> <td>Nuclear</td> <td>15.1755836069</td> </tr> <tr> <td>Other Fossil</td> <td>1.6432491094</td> </tr> <tr> <td>Other Renewables</td> <td>0.4031834457</td> </tr> <tr> <td>Solar</td> <td>7.0345941289</td> </tr> <tr> <td>Vented Methane</td> <td>0</td> </tr> <tr> <td>Wind</td> <td>14.4537061813</td> </tr> </tbody> </table>	Energy source	Percentage {DECIMAL-11/10}	Bioenergy	2.7093354923	Coal	19.8122648757	Flared Methane	0	Gas	29.2633069542	Hydro	9.5047762055	Nuclear	15.1755836069	Other Fossil	1.6432491094	Other Renewables	0.4031834457	Solar	7.0345941289	Vented Methane	0	Wind	14.4537061813
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		Solar	7.0345941289																							
		Vented Methane	0																							
Wind	14.4537061813																									
S.19	Carbon intensity	0.31329																								
S.22	Generation of waste electrical and electronic equipment (WEEE)	0.00049																								
S.23	Non-recycled WEEE ratio	0.6168047296																								
S.24	Generation of hazardous waste	0.0000002428																								

S.25	Generation of waste (all types)	0.00049
S.26	Non-recycled waste ratio (all types)	0.6168047296
S.27	Waste intensity (all types)	0.01026
S.29	Impact of the use of equipment on natural resources	Land use: 7.41304 m ²
S.31	Water use	1.30378
S.32	Non-recycled water ratio	0.7295562293
S.33	Other energy sources and methodologies	Data provided by the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Full methodology available at: www.micacryptoalliance.com/methodologies
S.34	Other GHG sources and methodologies	Data provided by the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). As the token studied does not have activity at the time of the study, its carbon intensity per transaction is approximated through the calculation of a market cap-weighted average of the peer crypto asset activities, compared to the WYND's market capitalisation estimated through the product of its issue price and total supply. The peer group is defined as other ERC-20 tokens whose market capitalisation falls within $\pm 30\%$ of WYND's market cap at issue are included, to ensure only similar peers are used for estimations. Full methodology available at: www.micacryptoalliance.com/methodologies
S.35	Waste sources and methodologies	Data provided by the MiCA Crypto Alliance as a third party, with no deviations from the calculation

		<p>guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). As the base layer is a decentralised network, estimates on individual node weight, hazardous components and depreciation rate are used.</p> <p>As the token studied does not have activity at the time of the study, its waste intensity is approximated through the calculation of a market cap-weighted average of the peer crypto asset activities, compared to the WYND's market capitalisation estimated through the product of its issue price and total supply. The peer group is defined as other ERC-20 tokens whose market capitalisation falls within $\pm 30\%$ of WYND's market cap at issue are included, to ensure only similar peers are used for estimations.</p> <p>Full methodology available at: www.micacryptoalliance.com/methodologies</p>
<p>S.36</p>	<p>Natural resources sources and methodologies</p>	<p>Data provided by the MiCA Crypto Alliance as a third party, with no deviations from the calculation guidance of Commission Delegated Regulation (EU) 2025/422, Article 6(5). Usage of natural resources is approximated through land use metrics. Land use, water use and water recycling are calculated based on energy mix-specific estimates of purchased electricity land intensity, purchased electricity water intensity, and water recycling rates. As the token studied does not have activity at the time of the study, its land intensity and waste intensity are approximated through the calculation of a market cap-weighted average of the peer crypto asset activities, compared to the WYND's market capitalisation estimated through the product of its issue price and total supply. The peer group is defined as other ERC-20 tokens whose market capitalisation falls within $\pm 30\%$ of WYND's market cap at issue are included, to ensure only similar peers are used for estimations.</p> <p>Full methodology available at: www.micacryptoalliance.com/methodologies</p>

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MiCA Crypto Alliance

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

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

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