Legal White Paper on NUMA Contract Rights

Legal Framework and Institutional Boundaries of the Micro Connect New Markets Contract-Based Financing (CBF) Protocol

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Preface

Micro Connect New Markets (“NUMA”) is a piece of market infrastructure for investment and financing built on Real World Contracts, and it creates a new asset class — Contract-Based Financing (“CBF”). In its institutional architecture, CBF takes contract law as the language of the issuer side and takes securities law together with the licensed-intermediary system as the language of the investment side; the two are interconnected through the market mechanism of NUMA. The principles, logic, order, language and rules of NUMA are already set out in full in the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol*. This Legal White Paper is addressed specifically to regulators, legal practitioners and compliance professionals, and explains this market’s legal positioning, structure and boundaries.

In this document, the investment side refers to economic activity led by large market participants, formally licensed financial-institution categories, and the multi-layered capital-markets system. The issuer side refers to economic activity carried out by the scattered, fragmented and vast population of small and medium-sized economic participants. For the last two hundred years, market-based financing activity has revolved primarily around the capital-supply side within the scope of securities law; securities law is precisely the institutional framework built for that economic order, and it has served the concentrated capital markets extremely well.

But real-world economic activity is not concentrated only on the investment side — it is also distributed across a broad issuer side: coffee shops, SaaS (Software as a Service) companies, gyms, logistics operators, online-education platforms. These are mainstream forces of economic activity. On the issuer side, commercial value naturally exists in contract form — revenue-share arrangements, service contracts, lease arrangements, subscription obligations. On the issuer side, the applicable law is not “securities law”, but contract law.

What NUMA does is, in substance, to go to the issuer side and use contract law to organise scattered contract cashflows; and, on the investment side, to connect investors through the licensed-intermediary interface of the securities-regulation system. The issuer side is governed by contract law; the investment side is regulated under securities law. That is the core of CBF (Contract-Based Financing): “Contract” is the language of contract law, “Financing” is the language of securities law, and the two bodies of law each find their proper place in a single interconnected market — each strong in its own domain, complementing rather than displacing the other. It is not asserted that the law of the issuer side is better than that of the investment side, and the law of the investment side is not imposed on the issuer side.

This Legal White Paper describes the legal architecture of NUMA — how the three sides operate in concert. On the issuer side, contract law is the underlying language of rights: the Real World Contract (“RWC”) and the Protocol Contract (“PC”) are both contractual relationships. The market side is NUMA itself, which takes the Ten-Dimensional Code and the five layers of contract-registration information as common inputs to form the NUMA Coordinates, takes the Transaction Contract (“TC”) / Protocol Contract Certificate (“PCC”) as the smallest booking and holding unit, and expresses the investor-side contractual relationship on the basis that “each PCC corresponds to and embodies one Transaction Contract”. Investment-to-Value (“ITV”) and Yield are the offer dimensions and matching parameters that form the fifth layer of contract registration. The Portfolio Optimization Engine and the Coordinate Positioning Engine allow the issuer side and the investment side to discover each other. The investment side takes securities regulation or comparable regulatory regimes as its institutional basis, connects to traditional financial infrastructure through licensed intermediaries, and is open to Professional Investors (“PIs”; the term originates in the Hong Kong legal context, and functionally equivalent investor categories in other jurisdictions carry different names and eligibility criteria, as further described in Section 5.7). NUMA is the market side in the middle — an interconnected market between the issuer side and the investment side. It does not seek to sit outside securities regulation, nor does it seek a space of legal autonomy; rather, it

establishes clear interconnection between the issuer side and the investment side through the mechanism of the market side.

The objective of this Legal White Paper is to describe that architecture — what it is, how it operates, where it connects with existing legal systems, and what known limitations it faces. It is written for the context of a Professional Investor (“PI”) market; the specific compliance arrangements involved are assumed and executed by licensed intermediaries within the legal framework of their respective home jurisdictions. NUMA does not make any unilateral assertion as to the applicability of any particular jurisdiction’s securities law.

For the avoidance of doubt, the architecture described in this Legal White Paper is not directed at any fundraising activity within mainland China, and does not accept any funds sourced from within mainland China for investment participation. Accordingly, questions of applicability under securities, foreign-exchange and cross-border regulation arising from onshore-mainland investors as a source of funds, or from onshore-mainland distribution channels, are outside the scope of this White Paper; all discussion in this White Paper of legal characterisation and of interfaces with existing legal regimes is made on the basis of this scope.

Contents

Part I — What NUMA Is

Chapter 1 — Overview of the Model

1.1 Overall Legal Characterisation

The core legal relationships involved in NUMA comprise four groups:

1. **The RWC layer**: the bilateral commercial-contract relationship between the PCI (Protocol Contract Issuer) and the RWCC (Real World Contract Counterparty), governed by contract law;
2. **The PC layer**: the Protocol Contract relationship, that is, the listing-contract relationship between the PCI and the NUMA operator, governed by contract law. Through the PC, the PCI accepts the NUMA rulebook and brings the RWC cashflow interest that it holds or controls within the scope of listing, information disclosure, data updating, booking, cashflow transfer, default handling and dispute resolution rules;
3. **The Transaction Contract ("TC") layer**: after an investor selects a specific PCC, each PCC corresponds to and embodies one Transaction Contract; a Transaction Contract relationship is thereby formed between the investor and the NUMA operator, governed by contract law;
4. **The investment-side licensed-intermediary layer**: the service, custody, distribution, settlement and compliance relationships formed between an investor and licensed broker-dealers, custodian banks, advisory institutions and settlement/payment service providers, which are governed by the securities regulation, financial regulation or comparable rules of their respective home jurisdictions.

NUMA makes no unilateral assertion as to the applicability of any jurisdiction's securities law to the PC or to the Transaction Contract / PCC. Matters involving investor participation, subscription, distribution, custody, settlement, suitability, Know Your Customer / Anti-Money Laundering ("KYC/AML") and risk disclosure are assumed and discharged by the relevant licensed intermediaries under the regulatory framework of their respective home jurisdictions.

1.2 One-Sentence Description: NUMA Is a Market for the Investment in, and Financing Against, Contract Rights Built on Real World Contracts

NUMA is a financing architecture built on contract-cashflow interests. A Protocol Contract Issuer ("PCI") holds contract-cashflow interests under a Real World Contract ("RWC") and signs a PC with the NUMA operator, thereby bringing those cashflow interests within the NUMA rulebook and undertaking to accept future investors' cashflow-transfer requests. After selecting a specific target, an investor enters into a Transaction Contract ("TC") with the NUMA operator; each PCC corresponds to and embodies one Transaction Contract, and the investor obtains the corresponding cashflow-transfer claim under that Transaction Contract and the relevant rules. The PCC is both the smallest booking and holding unit under a Transaction Contract and the unitised expression of the Transaction Contract on the investor side; an investor may hold multiple PCCs under different Transaction Contracts to build a PCC Portfolio ("PCCP"). Through the Ten-Dimensional Code and the five layers of contract-registration information, the platform provides a structured description of each Transaction Contract / PCC and of its corresponding RWC and PC relationship, and forms the NUMA Coordinate range. The Coordinate Positioning Engine and the Portfolio Optimization Engine allow the issuer side and the investment side to discover each other. Return and exit derive solely from contract performance and from the booking, Contract-Level Cap, allocation and Completion Terms ("CT") arrangements under the applicable rules.

1.3 Participants

Real World Contract Counterparty ("RWCC"): the economic entity that actually generates the cashflow — a coffee shop, a SaaS company, a gym chain, a logistics operator. In its ordinary course of business, the RWCC signs commercial contracts (RWCs). NUMA does not require any change in how the RWCC operates.

Protocol Contract Issuer ("PCI"): the entity that holds or controls the RWC cashflow interest and signs a PC with the NUMA operator. The RWC between the PCI and the RWCC is a bilateral private contract, the terms of which are freely negotiated between the parties. NUMA does not require the RWC to conform to any standardised form. Through the PC, the PCI accepts, under the NUMA rulebook, the arrangements for information disclosure, data updating, cashflow transfer, booking, Contract-Level Cap, default handling and dispute resolution. Where the PCI is described operationally as bearing "first-loss" exposure or retaining a certain proportion of the interest, this is an interest-alignment and risk-restraint mechanism; such an arrangement does not constitute any guarantee or backstop by the PCI or by any third party of the investor's principal, return, or performance of the underlying RWC.

Investor: enters NUMA through licensed-intermediary arrangements, and, after selecting a specific PCC, forms a Transaction Contract relationship with the NUMA operator. Each PCC corresponds to and embodies one Transaction Contract; what the investor obtains is the cashflow-transfer claim and other holder rights agreed under the Transaction Contract. The investor does not directly take assignment of rights under the RWC, and does not hold any direct claim against the RWCC. NUMA is open solely to Professional Investors ("PIs") who satisfy the requirements of applicable jurisdictions; it is not open to retail or public investors.

NUMA Operator: the operator and rule-holder of the NUMA rulebook, the PC and the Transaction Contract. The NUMA operator is responsible for information presentation, recording, condition matching, booking and the execution of rules. It does not hold investor funds, does not provide individual investment advice, and does not undertake any principal-guarantee or return-guarantee obligation. All investor-facing services (advisory, execution, custody) are provided through existing licensed broker-dealers and custody arrangements.

1.4 The Contract Chain: Real World Contract (RWC), Protocol Contract (PC) and Transaction Contract (TC)

First layer — Real World Contract ("RWC"): a private contract between the PCI and the RWCC. Under the RWC, the PCI holds or controls the corresponding contract-cashflow interest. The RWC is not standardised; its full content is disclosed by the PCI to the NUMA operator and/or to investors in accordance with the PC and the NUMA rulebook, and is recorded in full as part of the evidentiary chain. The RWCC does not owe any disclosure obligation towards investors. As a matter of investor rights, the legal structure of the RWC does not make the investor a party to the RWC, and does not give the investor any direct claim against the RWCC.

Second layer — Protocol Contract ("PC"): the PC is the listing contract between the PCI and the NUMA operator. Under it, the PCI brings the contract-cashflow interest it holds or controls under the RWC within the NUMA rulebook, and accepts the arrangements for listing, information disclosure, data updating, cashflow transfer, booking, Contract-Level Cap, default handling and dispute resolution. The PC is not a bilateral contract signed directly between the PCI and the investor, and does not give the investor a direct assignment of rights under the RWC or a direct claim against the RWCC. The PCI assumes disclosure, data-updating and cashflow-transfer obligations under the PC and the NUMA rulebook; those obligations neither constitute nor equate to any statutory disclosure obligation of an issuer under the securities law of any jurisdiction. The PCI does not bear any joint-and-several backstop liability for a default of the underlying RWC, save as expressly agreed in the PC or the applicable rules.

Third layer — Transaction Contract ("TC"): after an investor selects a specific PCC, each PCC corresponds to and embodies one Transaction Contract. The Transaction Contract is based on the relevant PC and the NUMA rulebook and specifies the PCC subscribed by the investor, the ITV, the Yield, the Completion Terms, the

Contract-Level Cap, the booking of repayments and the exit arrangements. On the basis of the Transaction Contract and the NUMA rulebook it incorporates, the investor obtains a cashflow-transfer claim and other holder rights, and assumes the corresponding investment risks and protocol obligations.

The three-layer architecture is deliberately decoupled: the RWC remains in its native contract form within the real economy; the PC defines the PCI's listing and rule-acceptance obligations; the Transaction Contract / PCC defines the investor's holding rights, repayment pathway and risk allocation in relation to a specific PCC. Financial markets adapt to the real economy, not the other way round.

1.5 The Protocol Contract Certificate (PCC) and the Portfolio (PCCP)

The cashflow interest under a Transaction Contract is expressed in units of Protocol Contract Certificates ("PCCs"), each with a fixed face value of RMB 1,000. Each PCC corresponds to and embodies one Transaction Contract; the PCC is the smallest booking and holding unit under a Transaction Contract, and represents a pro-rata repayment unit held by the investor under that specific Transaction Contract. It does not represent a direct holding by the investor of any share in the RWC, and does not make the investor a direct counterparty to the PC.

An investor builds its PCC Portfolio ("PCCP") by holding multiple PCCs under different Transaction Contracts. A PCCP is a booking aggregation of the investor's holdings; it does not constitute, in any legal sense, a fund or a special purpose vehicle ("SPV").

1.6 The Ten-Dimensional Code and Contract Registration

The Ten-Dimensional Code and contract registration together form the foundational input from which the NUMA Coordinates are constructed. The Ten-Dimensional Code describes the ten contract dimensions of a Protocol Contract. Contract registration records five layers of information: RWC information; PC/PCI information; Actual Cash Flow and Projected Cash Flow (ACF/PCF); Transaction Contract / PCC offering terms; and the offer dimensions (ITV + Yield). Together, they provide a structured presentation of each Transaction Contract / PCC and of its corresponding RWC and PC relationship. The NUMA Sharpe Map, NUMA Coordinates, NUMA Sharpe Cockpit, Coordinate Positioning Engine, Portfolio Optimization Engine and AI Algorithm Layer referred to in the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol* are all built on such structured information, registration information, offer parameters and rule models. They are used for information organisation, retrieval, comparison, condition presentation and assisted analysis, and do not constitute a credit rating, financial benchmark, investment advice, investment recommendation, return forecast or automated investment decision. The Ten-Dimensional Code system and contract registration are tools by which NUMA carries out factual organisation and assisted presentation of Real World Contracts, Protocol Contracts and Transaction Contracts, for investors to reach independent judgment under licensed-intermediary arrangements. The Ten-Dimensional Code may be generated with AI assistance, but must be based on verifiable information and remains subject to manual rules, review and dispute-handling mechanisms; it describes only the observable past and present characteristics of a contract and makes no prediction as to its future performance. Accordingly, the Ten-Dimensional Code system and contract registration do not constitute a credit rating, financial benchmark, investment advice, investment recommendation or return forecast. For a full exposition of the Ten-Dimensional Code and contract registration, please refer to the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol*.

1.7 ITV and Yield: Offer Dimensions and Completion Terms

Investment-to-Value ("ITV") and Yield are the two offer dimensions that form the fifth layer of contract registration on NUMA. They express the parties' respective offer intentions and matching boundaries in respect of a specific Transaction Contract, and, once matching is completed, are locked in as the transaction parameters under the Transaction Contract. ITV and Yield are used solely for screening, matching and generation of contract terms. They do not constitute a return forecast, commitment, fixed return, minimum return or principal protection; actual

repayment depends entirely on the performance of the underlying Real World Contract and on the arrangements agreed under the PC. For a full exposition of ITV and Yield, please refer to the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol*.

1.8 The Portfolio Repayment Scheduling Mechanism

An investor holds multiple PCCs under different Transaction Contracts to build a portfolio (PCCP). The Portfolio Repayment Scheduling Mechanism operates through two booking rules: the Contract-Level Cap and the Portfolio-Level Cap. The former constrains the cumulative booking ceiling of a single PCC; the latter constrains the cumulative repayment-booking ceiling of the PCCP. Once a better-performing PCC reaches its Contract-Level Cap, the surplus booking balance is applied, in accordance with the protocol rules, to fill the booking shortfall of other, under-cap PCCs within the same portfolio.

1.9 Built-in Return and Exit Mechanism

NUMA does not establish a high-frequency secondary market whose theme is price discovery. NUMA Liquidity, as referred to in the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol*, refers principally to a liquidity language formed through the continuous recovery of Real World Contract cashflow, the transfer of a single PCC under the applicable rules, the recomposition of a PCCP under the applicable rules, and the transfer of a contract portfolio as a whole. All such arrangements are handled in accordance with applicable law, licensed-intermediary arrangements, the Transaction Contract, the PC and the NUMA rulebook. They do not constitute any commitment by the platform to arrange exit, to repurchase, to act as a market-maker or to guarantee the existence of a tradeable secondary market, and do not alter the basic boundary that the platform does not hold investor funds, does not execute trades and does not provide individual investment advice.

1.10 Legal Boundaries

The architecture described in this Chapter observes the “Four Exclusions”:

1. It does not constitute a lending relationship;
2. It does not constitute equity investment;
3. It does not constitute a trust relationship;
4. It does not constitute a public offering of securities.

Supplementary exclusion statement: beyond the “Four Exclusions” above, the PCC/PCCP, the Ten-Dimensional Code system, contract registration, ITV, Yield, the Portfolio Repayment Scheduling Mechanism, the Completion Terms and NUMA Liquidity likewise do not constitute a credit rating, financial benchmark, investment advice, investment consultancy, recommendation, guarantee of principal or return, assignment of debt claims, assumption of debt, novation of debt, a fund, an SPV, a derivative, a structured product, a total-return swap, a market-making arrangement, or a platform repurchase / redemption commitment. This architecture does not issue any crypto token or digital-asset certificate. This supplementary exclusion statement is an explanatory description of the legal boundaries of specific mechanisms; it does not alter the core position established by the “Four Exclusions”.

Chapter 2 — Contract Rights: A Contract-Based Object of Financing

2.1 What Contract Rights Are

A Contract Right is a contract-based interest in a specified future cashflow. It is not a fixed-principal-and-interest debt claim under a lending relationship, and it is not equity. As a matter of the rights held by the investor, its core is the cashflow-transfer claim agreed under the Transaction Contract, which claim is grounded in the RWC cashflow interest brought within the NUMA rulebook by the relevant PC.

Debt investors typically look to a fixed term, fixed principal and interest, and the credit or collateral of the debtor as their safety basis. Equity investors purchase shares in a company, and enjoy shareholder rights and residual claims under company law. A Contract Right corresponds to a cashflow-transfer claim in respect of a specific cashflow under a Transaction Contract. Its basis derives from the RWC cashflow interest brought within the NUMA rulebook by the relevant PC and from what is agreed in the Transaction Contract; the return and exit depend on contract performance and on the Contract-Level Cap, allocation and Completion Terms provisions under the applicable rules.

The differences between the three are not a matter of superiority or inferiority, but a matter of different legal relationships and different modes of risk-bearing. A Contract Right does not, by reason of its risk characteristics, automatically constitute a lending relationship or a fixed-principal-and-interest debt; nor does it, by reason of upside elasticity, automatically constitute equity.

2.2 The ITV Spectrum and Legal Characterisation

The risk characteristics of a Contract Right are distributed along the ITV as a spectrum: at the low-ITV end, the interest characteristics are closer to debt; at the high-ITV end, the interest characteristics are closer to equity. For a detailed business description, please refer to Part One, Chapter 1, Section 1.2 of the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol*.

As a matter of legal characterisation, “closer to debt” and “closer to equity” describe only similarities in risk characteristics; they do not constitute a legal-characterisation transformation. Wherever the ITV sits on the spectrum, the legal basis of a Contract Right still traces back to what is agreed in the Transaction Contract. A low ITV does not automatically make it a lending relationship or a fixed-principal-and-interest debt; a high ITV does not automatically make it equity.

2.3 The Contractual Basis of Consideration

The actual amount paid by an investor (typically calculated as face value RMB 1,000 × ITV per PCC, combined with the number of PCCs subscribed) is exchanged for the cashflow-transfer claim in respect of the specified cashflow under the Transaction Contract. Under contract law, this rests on a proper basis of consideration — payment in exchange for the cashflow interest agreed under the contract.

It is not “lending of funds” under a loan contract (because there is no fixed obligation to repay principal and pay interest), and it is not “purchasing shares in a company” as a shareholder (because there is no ownership of the company). Rather, it is “purchasing a contract-cashflow interest” — which has a corresponding contractual basis under contract law.

2.4 Legal Exclusion Statement on Contract Rights

As an independent type of interest based on contract law, Contract Rights are subject to the “Four Exclusions” and the supplementary exclusion statement set out in Section 1.10 of Chapter 1. To avoid repetition, this Chapter does not re-list them. The core legal conclusion is: a Contract Right rests on the contractual arrangements agreed

under the Transaction Contract and, by incorporation, under the PC and the NUMA rulebook; it does not automatically transform into a lending relationship, a fixed-principal-and-interest debt, equity, a trust, a fund, a public offering of securities or any other excluded legal relationship.

Part II — Legal Foundation

Chapter 3 — Contract Law as the Underlying Language of Rights

3.1 Why Contract Law

NUMA takes contract law as the underlying language of rights — not because contract law is "better" than company law or securities law, but because the object of financing that NUMA handles is itself a contract, and contract law is the most natural legal basis for handling a contract.

Viewed through the doctrine of contract law, freedom of contract and party autonomy generally constitute the basic principles of the contract-law regime. Save where mandatory rules of the applicable law provide otherwise, the parties may, having regard to the purpose of the transaction, the commercial arrangement and their actual needs, agree the specific arrangement of rights and obligations between them through the contract. Taking PRC law as an example, Article 5 of the Civil Code of the People's Republic of China (the "Principle of Voluntariness") and Article 470 (which provides that "the content of a contract shall be agreed by the parties") fully embody the above basic principles of contract, and may serve as the legal basis for the transaction arrangements under NUMA.

Accordingly, the legal conclusion is: the RWC, the PC and the Transaction Contract all use a contractual relationship as the carrier of rights, and the issuer side applies contract law as its underlying language of rights. The distribution, custody, settlement and advisory services that arise on the investment side when investors enter the market are assumed by the relevant licensed intermediaries under the securities-regulation or comparable-regulation framework. Contract law is not, in this context, an exclusive body of law; it is the starting-point law of the object of financing itself.

3.2 Contract Law Is Not Perfect

Contract law is not itself perfect. Contract fraud, gross unfairness, changed circumstances and disputes over contract interpretation have never disappeared in the millennia of contract practice; contract law has its functional limits.

Contract law governs point-to-point relationships of rights and obligations. It assumes that the parties have relatively equal bargaining power and focuses on whether a promise is validly made and whether an obligation is duly performed. But modern financial activity involves more than point-to-point relationships: organisational governance (the control of, and fiduciary duties over, a common pool of funds), protection of public investors (asymmetry of information in transactions between strangers), and the prevention of systemic risk — the solutions to these problems lie beyond the functional scope of contract law. Company law, securities law and banking law each provide, within their own functional domains, institutional arrangements that contract law cannot substitute.

3.3 Contract Law Is Not the Only Law

NUMA takes contract law as its underlying language of rights, but does not exclude the application of other legal regimes within their own functional domains. Different parts of NUMA connect to different bodies of law — Chapter 5 addresses this institutional interface head-on. Where securities law, banking law or other regulatory regimes apply, in a given jurisdiction, to a given activity, NUMA fully accepts that application and connects through a compliant pathway.

The limits of contract law are supplemented by other mechanisms: daily Actual Cash Flow (“ACF”) transparency supplements the shortfall of contract law on information asymmetry; the reputational-stake mechanism supplements the shortfall of contract law on enforcement effect; and the Portfolio Repayment Scheduling Mechanism supplements the shortfall of contract law on risk diversification. These supplementary mechanisms are not a substitute for contract law; they are additional layers built on top of the contract-law foundation.

To speak honestly, these supplementary mechanisms are not themselves perfect either. NUMA does not claim to have found a legally flawless structure. What it does claim is that, on the long-tested basis of contract law, and by layering transparency, market discipline and diversification on top, it is possible to provide a workable financing pathway for the cashflow of Real World Contracts.

Part III — Cognitive System

Chapter 4 — The Ten-Dimensional Code and Contract Registration: Enabling Investors to Understand Contracts

4.1 Legal Nature of the Ten-Dimensional Code and Contract Registration

The Ten-Dimensional Code, together with the five layers of contract-registration information, forms the foundational input from which the NUMA Coordinates are constructed. This Section addresses principally the legal boundaries of the Ten-Dimensional Code system and of contract registration as information presentation and registered archives; the legal boundaries of ITV and Yield as offer dimensions forming the fifth layer are set out in Section 1.7.

The Ten-Dimensional Code system and contract registration are auxiliary tools by which NUMA carries out factual structured presentation of Real World Contracts, Protocol Contracts and Transaction Contracts, with the purpose of improving the readability, retrievability and comparability of contract information. They do not constitute a credit rating, financial benchmark, investment advice, investment recommendation, guarantee, return forecast or any form of investment opinion, and do not substitute for the independent judgment of investors or of licensed intermediaries. Whether an investor uses the Ten-Dimensional Code system and contract-registration information, and how the investor uses that information, is entirely a matter for the investor's own judgment and the investor bears the corresponding consequences.

The specific dimensions of the Ten-Dimensional Code system, the five layers of contract-registration information, the sources of the data, the comparison between ACF and Projected Cash Flow ("PCF"), and the governance processes and update rules, are matters of mechanism description in the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol* and are not repeated here. This Legal White Paper confirms only their legal boundaries. For a full exposition of the Ten-Dimensional Code and contract registration, please refer to the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol*.

Part IV — Institutional Interface

Chapter 5 — How NUMA Connects with the Existing Legal System

5.1 The Three Sides: Issuer Side, Market Side, Investment Side

The legal architecture of NUMA is composed of three sides:

Issuer side: takes contract law as its underlying language of rights. The RWC and the PC are both contractual relationships, with rights and obligations defined by contract law: the RWC reflects the commercial-contract relationship between the PCI and the RWCC; the PC reflects the listing-contract relationship between the PCI and the NUMA operator. This side does not require the intervention of company law or securities law, because the object of financing is itself a contract, and contract law is the most direct legal tool for handling a contract.

Market side (NUMA): the rule and information layer that connects the issuer side and the investment side. The NUMA operator establishes a listing relationship with the PCI through the PC, establishes a specific participation relationship with the investor through the Transaction Contract that each PCC corresponds to and embodies, and connects the RWC, the PC, the Transaction Contract / PCC and the licensed-intermediary arrangements through the NUMA rulebook. NUMA itself does not hold investor funds, does not execute trades and does not provide individual investment advice. What it provides is a rule-based information language, condition presentation, booking and rule-execution arrangements. The market side does not substitute for the contract law of the issuer side, nor for the securities regulation and licensed-intermediary duties of the investment side.

Investment side: takes securities regulation and licensed financial infrastructure as its basis. Investors participate through licensed broker-dealers, funds flow through licensed custodian banks, and the market is open to Professional Investors (“PIs”). This side fully respects and accepts the existing regulatory framework — it does not seek exemption and does not seek a space of legal autonomy. The licensed intermediaries (broker-dealers, custodian banks, settlement systems) all sit on the investment side and operate within the legal framework of the investment side.

5.2 On the Howey Test

NUMA does not avoid the Howey Test (the Howey Test — one of the criteria under United States law for determining whether an arrangement is a security) or the possible application of the securities-characterisation tests of any jurisdiction. From the moment of design, the investment side has operated within the securities-regulation framework: the issuance, subscription, settlement and transfer of PCCs are all conducted through licensed broker-dealers and licensed custodian banks; NUMA is open to Professional Investors (“PIs”) who satisfy the requirements of applicable jurisdictions, and does not make any public offering solicitation. This White Paper does not draw any unilateral conclusion on the securities-law characterisation of the PC or the Transaction Contract / PCC under any specific jurisdiction; the relevant characterisation, offering/distribution arrangements and continuing compliance requirements are matters to be judged and handled by the licensed intermediaries under the regulatory framework of their respective home jurisdictions.

5.3 CBF Does Not Constitute a Lending Relationship or a Fixed-Principal-and-Interest Debt

Under Article 667 of the Civil Code of the People’s Republic of China, “a loan contract is a contract under which a borrower borrows money from a lender and, at maturity, returns the borrowed money and pays interest.”

CBF differs from a loan contract in that it has no fixed repayment schedule and no rigid obligation to repay principal and interest. If the cashflow under the RWCC or the PCI is reduced to zero, neither an investor nor the platform may, merely by reason of that cashflow going to zero, assert a claim for full return in the manner of a fixed-principal-and-interest loan. Where the PCI fails to discharge its cashflow-transfer obligation as agreed under the PC, an investor may pursue the corresponding contractual liability for breach on the basis of the Transaction Contract, the NUMA rulebook and the applicable dispute-resolution arrangements. There is no "money must be repaid at maturity" element, which is the core element of a debt.

5.4 CBF Does Not Constitute Equity Investment

CBF does not involve dilution of equity or any change in company registration, and an investor does not obtain shareholder rights. As a matter of legal characterisation, CBF is not equity under company law.

The legal attributes of CBF differ substantially from the legal features of equity:

- **Investor is not a shareholder**: the investor is not registered as a shareholder of any company, and does not enjoy voting rights, information rights or the other shareholder rights conferred by company law.
- **No dilution of equity**: neither the PCI nor the RWCC need to give up any part of the equity structure of a company or a store; the control rights of the existing shareholders remain unchanged.

5.5 CBF Does Not Constitute a Factoring Business

Under Article 761 of the Civil Code of the People's Republic of China, a factoring contract rests on the transfer, by the accounts-receivable creditor to the factor, of an existing or future account receivable, in exchange for the factor providing services such as funding, accounts-receivable management or collection, or a payment guarantee in relation to the accounts-receivable debtor. Under the CBF architecture, there is no assignment of accounts receivable within the meaning of Article 761 of the Civil Code, and no such services are provided in the capacity of a factor. It therefore does not constitute a factoring business.

CBF differs materially from factoring in its legal attributes:

- The PCI does not assign rights to the platform or to investors by way of an assignment of accounts receivable;
- Neither the platform nor investors have any right to collect payment from, or pursue collection against, the RWCC directly;
- Any collection-on-behalf-of or allocation arrangement (if applicable) is a cash-consolidation arrangement between the PCI and its counterparties; there is no legal delivery of a debt claim.

5.6 CBF Does Not Constitute Asset Securitisation

The core legal features of asset securitisation are: (i) the aggregation, in a special purpose vehicle ("SPV"), of a pool of homogeneous underlying assets; (ii) the transfer of that asset pool to the SPV so as to achieve bankruptcy-remoteness for the originator; and (iii) the issuance by the SPV, on the basis of that asset pool, of tranched structured securities. CBF differs fundamentally, in legal construction, from asset securitisation:

- This architecture does not establish any special purpose vehicle, in any form, to receive the underlying cashflow interest; there is no transfer of assets from an originator to an SPV.
- The underlying RWCs span industries, business models and geographies; they are not driven by the same set of risk factors and do not constitute a pool of homogeneous underlying assets in the asset-securitisation sense.

- This architecture does not establish any senior / mezzanine / subordinated tranched offering structure in the legal sense; the investor's risk position is determined by the offer parameters the investor selects on its own, not by a legal allocation pre-set by the offering structure.
- The Portfolio Repayment Scheduling Mechanism is a contract-booking arrangement internal to the portfolio; it does not involve any legal repackaging of assets, and does not constitute a guarantee or a re-securitisation.

5.7 Directed at Professional Investors; No Public Offering

NUMA is open to Professional Investors (taking Hong Kong as an example, "Professional Investors" or "PIs"), and is not directed at the general public. The term "PI" originates in the concept of "Professional Investor" under the Securities and Futures Ordinance ("SFO") of Hong Kong; for ease of drafting, this White Paper uses "PI" uniformly. In other jurisdictions, functionally equivalent investor categories may bear different names and different eligibility criteria. In this White Paper, "PI" or "Professional Investor" refers to the investor category, functionally equivalent to Hong Kong's PI concept, determined by licensed intermediaries in the relevant jurisdiction under the standards of the local law; it does not refer to any single statutory designation in any single jurisdiction. This is a design choice, not a transitional arrangement. The specific determination of a "Professional Investor" in each jurisdiction is made by the local licensed intermediary in accordance with local legal standards; NUMA does not make any unilateral determination of Professional-Investor eligibility. The Professional-Investor limitation does not, of itself, exempt any party from the applicable jurisdiction's requirements as to suitability, KYC, AML, risk disclosure, product due diligence and client agreements.

The reason is this: NUMA's cognitive system (the Ten-Dimensional Code system, plus the five layers of contract-registration information, of which the offer dimensions comprise ITV + Yield) is built on contract-level information transparency and market discipline. It requires investors to have the capacity for independent judgment — the capacity to understand the contract, to assess the cashflow and to judge the risks. Retail-investor protection for the general public is delivered by the traditional securities-regulation framework; NUMA does not step into that domain and does not seek to substitute for the protective arrangements under that framework.

On the basis above, NUMA is open solely to Professional Investors and is not directed at the general public. It correspondingly does not constitute any public-offering activity, including a public offering of securities, and differs materially from what would ordinarily be understood as a "public listing offering". It likewise does not fall within the scope of regulatory regimes on cross-border offerings and listings.

5.8 Role of Licensed Intermediaries

NUMA does not substitute for licensed intermediaries — it operates through them. Specifically: issuance and distribution are conducted through licensed broker-dealers; fund custody is conducted through licensed custodian banks; investment-advisory services (if any) are provided by licensed advisers; and settlement and clearing are conducted through existing financial-infrastructure providers.

The "licensed intermediaries" referred to in this White Paper are, as a benchmark example, the licensed financial institutions under the framework of the Securities and Futures Ordinance ("SFO") of Hong Kong. Participants and licensed institutions in other jurisdictions engage on the basis of the laws and regulatory requirements of their home jurisdictions. Neither this White Paper nor the arrangements it describes have been reviewed, approved or endorsed by any financial, securities or governmental regulatory authority. No regulatory authority shall be regarded, by reason of the circulation, distribution or discussion of this White Paper, as endorsing its truthfulness, sufficiency, reasonableness or compliance.

As stated above, NUMA is open only to Professional Investors who satisfy the requirements of applicable jurisdictions, and investors must transact through licensed intermediaries. On that basis, investors continue to enjoy, on the licensed-intermediary side, the compliance protections available to Professional Investors under

the securities laws of the home jurisdiction, including but not limited to applicable requirements on suitability, risk disclosure, KYC and AML.

5.9 The Principle of Minimum Platform Discretion

The NUMA operator adheres to the Principle of Minimum Platform Discretion. Its functions are limited to information, discovery, recording, updating, condition presentation, booking and rule-execution arrangements. It does not hold investor funds, does not execute trades, does not provide individual investment advice, and does not accept, transmit or execute trading instructions in its own name. That the NUMA operator is a contractual counterparty or rule-holder in respect of the PC and the Transaction Contract does not mean that it provides individual investment advice, makes decisions on behalf of clients, holds funds in custody, or guarantees principal or return.

The six platform-governance commitments are: rules are public; ranking is explainable; conflicts of interest are disclosed; human review is available; results are reproducible; and no covert change to what is presented is permitted. The purpose of these commitments is to keep the platform stable in its position as a rule system and an information system, and to prevent any drift towards becoming an active manager, an investment-advice provider or a financial intermediary with excessive discretion.

5.10 Enforcement and Arbitration

The recourse pathway in the event of default is the contract-and-arbitration mechanism. Each PCC held by an investor is an independent unit of interest, and the investor may assert rights independently on the basis of the Transaction Contract and the NUMA rulebook it incorporates, without being subject to any pre-conditional collective-action procedure. The PCI bears listing, disclosure, data-updating, cashflow-transfer and default-handling obligations under the PC.

In scenarios that require collective action, action is coordinated through the designated-representative mechanism under the NUMA protocol — specifically, the custodian bank or a designated agent brings the arbitration and enforcement action on behalf of investors, with recovery costs deducted from the recovered amount on a first-priority basis.

Cross-border enforcement is a known limitation. NUMA’s enforcement architecture works best where participants are located in jurisdictions that are Contracting States to the New York Convention (that is, jurisdictions that recognise and enforce commercial-arbitration awards).

Part V — Safety Mechanisms

Chapter 6 — Structural Safety

6.1 Risk Mitigation Comes from Structural Design

NUMA's risk-mitigation mechanisms come from the design of the market structure, and work together with investment-side regulation and licensed-intermediary arrangements. This is not to say "we do not need regulation" — the investment side fully accepts regulation. It is to say that, on the issuer side, risk mitigation is achieved through the specific mechanisms set out below, rather than by simply replicating the regulatory model of the investment side.

6.2 Five-Dimensional Diversification: Small, Micro, Scattered, Heterogeneous, Large in Number

The market structure of NUMA is small, micro, scattered, heterogeneous and large in number:

- **Small** — each unit of investment is a PCC of RMB 1,000, not a multi-million-dollar block position.
- **Micro** — the underlying assets are individual contracts of individual small and medium-sized economic participants, not the enterprise value of a single listed company.
- **Scattered** — risk is diversified across a large number of independent contracts, not linked through a common entity.
- **Heterogeneous** — the contracts span industries, geographies and business models, with very low correlation.
- **Large in number** — an investor's portfolio is composed of a large number of independent PCCs, so that a default on any single contract affects only a very small portion of the portfolio.

Money is not concentrated in the hands of any institution or individual. The platform does not hold investor funds; funds flow through licensed custody and settlement arrangements. No single node can concentrate enough capital to create systemic risk.

6.3 Daily ACF Transparency

ACF is updated daily — actual cashflow is recorded every day, and any deviation is exposed every day. Problems are identified while they are still small; there is no need to wait for annual or quarterly reports. This is ex ante alerting, not ex post remedy.

6.4 Reputational Stake

A default by the PCI will directly affect its subsequent capacity to list and to raise financing on the market. Market discipline is a supplement to contract law; it does not itself constitute any form of guarantee, credit enhancement or return commitment.

6.5 The Portfolio Repayment Scheduling Mechanism

As set out in Section 1.8, the Portfolio Repayment Scheduling Mechanism is a contract-booking and repayment-scheduling arrangement internal to the portfolio. It does not establish an independent legal entity, a separate fund account or separate property. This mechanism relates purely to contract-booking and repayment scheduling

within the portfolio, and does not constitute a guarantee, suretyship or indemnity under any jurisdiction, nor does it give rise to any third-party undertaking as to principal or return.

6.6 Nature of the Safety Pathway

Taken together, the above mechanisms constitute a structural risk-mitigation pathway, the effect of which derives from structural design (diversification, transparency and discipline) and operates in combination with investment-side regulation and licensed-intermediary arrangements. NUMA does not claim that this pathway is superior in safety to that of any existing regulatory framework. Whether it is adequate in any given jurisdiction depends on the laws and regulatory requirements of that jurisdiction.

Part VI — Operations

Chapter 7 — Key Legal Chains: From Concept to Operation

For NUMA's conceptual architecture to run in legal terms, the point is not to repeat the business mechanism, but to ensure that the rights chain, the cash chain and the evidentiary chain each close: what the investor ultimately holds, how cashflow is booked under the protocol, and how, when disputes arise, the evidence supports the vindication of rights.

7.1 The Rights Chain: What the Investor Ultimately Holds

Running from the RWC to the PC and then to the Transaction Contract / PCC, the legal right the investor ultimately holds is a cashflow-transfer claim under the Transaction Contract. The investor does not directly become a party to the RWC, does not assert rights directly against the RWCC, and does not directly become a counterparty to the PC. The PCI's obligations are owed to the NUMA operator under the PC, and the investor's rights are realised through the Transaction Contract, which each PCC corresponds to and embodies, and through the NUMA rulebook.

In the ordinary course of performance, the investor enjoys the agreed cashflow-transfer claim under the Transaction Contract and the NUMA rulebook it incorporates; the PCI performs the corresponding cashflow-transfer, data-updating and default-handling obligations under the PC. In a default scenario, if the PCI has received the relevant cashflow but has not discharged the transfer obligation as agreed under the PC and the NUMA rulebook, the investor may assert its rights through the contract-and-arbitration pathway on the basis of the Transaction Contract, the NUMA rulebook and the applicable dispute-resolution arrangements. In an insolvency scenario, the relevant documents may provide for the identification, segregation and enforcement of specific cashflow interests and their transfer pathway. However, it should be honestly acknowledged that the effectiveness of such arrangements in practice depends on the law of the applicable jurisdiction and on the determinations made in the insolvency proceedings.

An optional controlled-account arrangement may provide additional protection. The PC may include optional provisions requiring the PCI, upon specified triggers, to cooperate in directing the relevant RWC cashflow into a controlled account managed by a licensed custodian bank or another qualified institution; the Transaction Contract and the NUMA rulebook may correspondingly provide for the investor's identification, booking and enforcement pathway in respect of that controlled-account arrangement. This is an optional arrangement, not a mandatory requirement. Whether the arrangement is offered, its triggers, the manner of account control and its effect in the PCI's insolvency or enforcement proceedings all depend on the specific documentation and the law of the applicable jurisdiction. Investors should assess for themselves whether to take this factor into account in their investment considerations.

7.2 The Cash Flow Chain: Offer Parameters, Completion Terms and the Contract-Level Cap

The cash flow chain is the quantitative counterpart of the rights chain. The PC establishes the transfer and booking basis after the PCI brings the RWC cashflow interest within the NUMA rulebook. Each Transaction Contract corresponds to and embodies one PCC and, through V (Value — book value / face value), ITV (Investment-to-Value), Yield (the agreed rate of return), the Completion Terms and the Contract-Level Cap rule, determines the scope of repayment and the booking ceiling in respect of the cashflow-transfer claim held by the investor under that Transaction Contract. Once repayment reaches the Contract-Level Cap, the repayment claim

under that Transaction Contract is deemed performed and discharged in accordance with what has been agreed, and terminates.

7.3 The Evidentiary Chain: From Contract Readability to Enforceability of Interests

Getting from contract readability to enforceability of interests requires the evidentiary chain to support all three contractual relationships at once: that the cashflow under the RWC genuinely exists; that, under the PC, the PCI has brought the relevant cashflow interest within the NUMA rulebook and has assumed the transfer obligation; and that the PCC/PCCP rights held by the investor under the Transaction Contract can be identified, booked and enforced. Specific evidentiary items include the controlled account (RWC cashflow flowing into a controlled account managed by a licensed custodian bank rather than the PCI's general account — an optional arrangement), data lineage (each ACF figure traceable to a specific digital payment record), fallback rules (the treatment where ACF data is missing) and disputed-data handling (verifiable digital payment records prevail).

7.4 Platform and Governance Boundaries

The platform chain and the governance chain are matters of mechanism description in the *White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol*. This document retains only their legal boundaries. The NUMA rulebook, the PC, the Transaction Contract, the Ten-Dimensional Code, the five layers of contract-registration information, the Portfolio Optimization Engine and the Coordinate Positioning Engine, AI assistance and the open-governance mechanism must all be dedicated to information presentation, recording, retrieval, matching and reviewability. They must not be expressed as if the platform were making investment decisions on behalf of investors, providing individual advice, promising returns or assuming any obligation to make up any shortfall of funds. Specific governance arrangements will continue to be refined through separate rule documentation as the ecosystem matures.

Consolidated Conclusion

I. What This Document Describes

Contract Rights, as a contract-based arrangement of cashflow interests, are neither a fixed-principal-and-interest debt under a lending relationship nor equity. They serve the space of financing that lies outside fixed-principal-and-interest debt and equity, and whose object is contract cashflow.

Contract law as the underlying language of rights: NUMA takes contract law as its underlying language of rights, not because contract law is superior to any other body of law, but because the object of financing is itself a contract. Contract law has its own functional limits, but it is the most direct legal basis for handling contract cashflow. NUMA does not exclude the application of company law, securities law or banking law within their own functional domains.

The Ten-Dimensional Code and the five layers of contract-registration information as auxiliary presentation tools: they do not substitute for a credit rating, do not constitute a financial benchmark, and are not used as investment advice or investment recommendations. They are factual, structured presentation and registration tools designed for contract-cashflow information. Daily ACF provides continuous verification, and the governance of the Ten-Dimensional Code system and of contract registration should ensure transparency, reviewability and appealability.

The three-side architecture: the issuer side is grounded in contract law; the investment side is grounded in securities regulation and licensed intermediaries; the market side (NUMA) sits in the middle and, through the PC, the Transaction Contract that each PCC corresponds to and embodies, the NUMA rulebook, the Ten-Dimensional Code system, the five layers of contract-registration information, ITV and Yield, connects the two sides. NUMA does not avoid regulation and does not seek exemption; it connects into the existing system through compliant pathways.

Directed at Professional Investors: open solely to Professional Investors who satisfy the requirements of applicable jurisdictions; not open to retail or public investors. This is a structural feature of NUMA's design, does not constitute a transitional arrangement, and does not imply any future opening to the public. The PI limitation does not, of itself, disapply the applicable jurisdiction's compliance requirements as to suitability, risk disclosure, KYC and AML.

Structural risk mitigation: risk mitigation comes from the market's structural design (diversification, transparency, discipline) and operates in combination with investment-side regulation and licensed-intermediary arrangements. This is a structural risk-mitigation pathway. It does not claim to be safer than any existing regulatory framework, and whether it is adequate in any given jurisdiction depends on that jurisdiction's laws and regulatory requirements.

II. Core Position

In institutional terms, NUMA is a three-side market infrastructure. The issuer side organises contract cashflow within the framework of contract law; the investment side is executed by licensed intermediaries within the securities-regulation framework; and the market side is operated by the NUMA operator, which carries the connecting, encoding and matching functions through the PC, the Transaction Contract / PCC, the NUMA rulebook, the Ten-Dimensional Code system, the five layers of contract-registration information, ITV, Yield, the Portfolio Optimization Engine and the Coordinate Positioning Engine. NUMA is composed of the RWC, the PC, the Transaction Contract / PCC and the NUMA rulebook: the PCI establishes a listing relationship with the NUMA operator through the PC; investors establish specific participation relationships with the NUMA operator through the Transaction Contract that each PCC corresponds to and embodies.

The name CBF (Contract-Based Financing) itself embodies this architecture: “Contract” refers to the language of contract law; “Financing” refers to the language of securities law. As a matter of methodology, the architecture is structurally comparable to existing cross-market interconnection arrangements: it does not change the institutions on either side, and achieves connection through the rules, information language and execution interfaces of an intermediate layer. This analogy is used solely to describe the market-design methodology; it does not imply that this architecture is subject to the rules of any existing interconnection scheme, and does not imply the participation, review, approval or endorsement of any exchange, clearing house or regulator. NUMA does not claim legal autonomy, does not seek regulatory exemption and does not claim to be superior to existing systems. It is open solely to Professional Investors (“PIs”) who satisfy the requirements of applicable jurisdictions, connects and operates through licensed intermediaries, and runs in compliance with applicable law.

Appendix — Consolidated Glossary

Terms in this Appendix are arranged by the first letter of the English full name (A–Z). The Chinese full name, abbreviation and definition correspond one to one.

Full Name	Abbreviation	Description
实际现金流(Actual Cash Flow)	ACF	The cashflow data mapped from a Real World Contract (RWC) that has actually occurred and been recorded / reported under the Protocol Contract (PC) reporting standard.
人工智能算法层 (AI Algorithm Layer)	—	One of the three core layers of NUMA's architecture. It carries the information collection, maintenance, updating, indexing and screening of the Ten-Dimensional Code, standardising the information scattered across Real World Contracts (RWCs) and Protocol Contracts (PCs) so that it is searchable and comparable, for participants to browse and judge on their own.
卖方报价维度(Ask-side Offer Dimensions)	Ask	The financing conditions submitted by the Protocol Contract Issuer (PCI), including the Investment-to-Value (ITV) and Yield ranges, used to express the PCI's offer conditions for the contract-cashflow financing arrangement.
买方报价维度(Bid-side Offer Dimensions)	Bid	The investment conditions submitted by the investor, including the Investment-to-Value (ITV) and Yield ranges, used to express the investor's offer conditions.
生意规模 / 合同规模 (Business / Contract Scale)	—	An important sub-dimension under Dimension 2 · RWC Business Parameter and Dimension 8 · PC Business Parameter of the Ten-Dimensional Code. It measures the coefficient relationship between how large the overall business is and how large the contract is.
生意控制力 (Business Control)	—	An important sub-dimension under Dimension 9 · PC Control Parameter of the Ten-Dimensional Code. It measures the strength of the Protocol Contract Issuer's (PCI's) control, through its commercial relationships, over the business related to the Real World Contract (RWC), reflecting the depth of the relationship between the PCI and the underlying business.
资本密度(Capital Density)	CD	An important sub-dimension under Dimension 4 · Operating Density Parameter of the Ten-Dimensional Code. It measures the intensity of upfront capital investment in the underlying commercial activity.
完成条款 / 成交条款 (Completion Terms)	CT	The snapshot of a set of transaction parameters automatically generated by the protocol system under pre-set rules upon completion of matching. It defines the relevant conditions of the Transaction Contract corresponding to a single Protocol Contract Certificate (PCC) or PCC Portfolio (PCCP), principally including: ① Investment-to-Value (ITV); ② Yield; ③ the list of subscribed underlying targets (applicable to a PCCP).
合同现金流融资范式（合同现金流融资) (Contract-Based Financing)	CBF	A new financing paradigm whose object of financing is the cashflow interest of a Real World Contract (RWC).
单张封顶(Contract-Level Cap)	—	The cumulative recorded-repayment ceiling applicable to a single Protocol Contract Certificate (PCC) under the chosen repayment rhythm: the Contract-Level Cap equals the actual amount paid for that PCC, i.e. 1,000 × ITV, multiplied

		by (1 + agreed Yield). When the cumulative recorded repayment of the PCC reaches the cap, the PCC-level exit mechanism is triggered.
控制手段有效性(Control Effectiveness)	—	An important sub-dimension under Dimension 9 · PC Control Parameter of the Ten-Dimensional Code. It measures the actual effectiveness of the control measures available to the Protocol Contract Issuer (PCI), reflecting the PCI's ability to intervene in and manage the cashflow and operating conduct of the Real World Contract (RWC).
坐标定位引擎(Coordinate Positioning Engine)	—	The computational engine within NUMA's AI Algorithm Layer responsible for producing a structured description of a Protocol Contract (PC) based on Ten-Dimensional Code information and generating the corresponding NUMA Coordinates.
信用历史(Credit History)	—	An important sub-dimension under Dimension 1 · RWC Entity Parameter and Dimension 7 · PC Entity Parameter of the Ten-Dimensional Code. It measures the historical performance record and credit accumulation of the Real World Contract (RWC) entity or the Protocol Contract Issuer (PCI).
数字化程度(Digitalization Level)	DL	An important sub-dimension under Dimension 6 · Digitalization × Virtualization Parameter of the Ten-Dimensional Code. It measures the digitalisation level of the business corresponding to the Real World Contract (RWC) in respect of data collection, recording, management, analysis and interaction, reflecting the data-fication capability of the business's operation.
维度 1 · 原生合同主体参数 (Dimension 1 · RWC Entity Parameter)	—	The first dimension of the Ten-Dimensional Code, on the Real World Contract (RWC) side. It describes the basic attributes of the entity corresponding to the Real World Contract, composed of the two sub-dimensions Entity Scale and Credit History.
维度 2 · 原生合同生意参数 (Dimension 2 · RWC Business Parameter)	—	The second dimension of the Ten-Dimensional Code, on the Real World Contract (RWC) side. It describes the scale of the commercial activity and the financing-structure features corresponding to the Real World Contract, composed of the two sub-dimensions Business / Contract Scale and Leverage Multiple.
维度 3 · 原生合同边界参数 (Dimension 3 · RWC Boundary Parameter)	—	The third dimension of the Ten-Dimensional Code, on the Real World Contract (RWC) side. It measures the Real World Contract cashflow's capacity to cover the Protocol Contract's (PC's) return obligation and the degree of continuous match, composed of the two sub-dimensions Income Coverage and Time Coverage.
维度 4 · 原生合同经营密度参数 (Dimension 4 · RWC Operating Density Parameter)	—	The fourth dimension of the Ten-Dimensional Code, on the Real World Contract (RWC) side. It describes the operating-density features of the underlying commercial activity, composed of the two sub-dimensions Traffic Intensity (TI) and Capital Density (CD).
维度 5 · 原生合同现金流参数(Dimension 5 · RWC Cash Flow Parameter)	—	The fifth dimension of the Ten-Dimensional Code, on the Real World Contract (RWC) side. It describes the time features of Real World Contract cashflow, composed of the two sub-dimensions Projected Duration (PD) and Projected Frequency (PF).
维度 6 · 原生合同数字化 × 虚拟化参数(Dimension 6 · RWC Digitalization ×	—	The sixth dimension of the Ten-Dimensional Code, on the Real World Contract (RWC) side. It measures the degree of data-fication, machine-readability and verifiability of Real World Contract cashflow, composed of the two sub-

Virtualization Parameter)		dimensions Digitalization Level (DL) and Virtualization Level (VL).
维度 7 · 挂牌合同主体参数(Dimension 7 · PC Entity Parameter)	—	The seventh dimension of the Ten-Dimensional Code, on the Protocol Contract (PC) side. It describes the entity attributes of the Protocol Contract Issuer (PCI), composed of the two sub-dimensions Entity Scale and Credit History.
维度 8 · 挂牌合同生意参数 (Dimension 8 · PC Business Parameter)	—	The eighth dimension of the Ten-Dimensional Code, on the Protocol Contract (PC) side. It describes the scale of the commercial activity and the financing-structure features associated with the Protocol Contract Issuer (PCI), composed of the two sub-dimensions Business / Contract Scale and Leverage Multiple.
维度 9 · 挂牌合同管控参数 (Dimension 9 · PC Control Parameter)	—	The ninth dimension of the Ten-Dimensional Code, on the Protocol Contract (PC) side. It measures the Protocol Contract Issuer's (PCI's) actual control capability over the business related to the Real World Contract (RWC), composed of the two sub-dimensions Business Control and Control Effectiveness.
维度 10 · 挂牌合同势能参数(Dimension 10 · PC Momentum Parameter)	—	The tenth dimension of the Ten-Dimensional Code, on the Protocol Contract (PC) side. It describes the change trend and stability characteristics of the Real World Contract's (RWC's) Actual Cash Flow (ACF), and maps them to the Protocol Contract side for investor reference, composed of the two sub-dimensions Growth Trend and Volatility.
主体规模(Entity Scale)	—	An important sub-dimension under Dimension 1 · RWC Entity Parameter and Dimension 7 · PC Entity Parameter of the Ten-Dimensional Code. It measures the operating scale and resource size of the Real World Contract (RWC) entity or the Protocol Contract Issuer (PCI).
类权益 / 不封顶型 (Equity-like)	—	A Protocol Contract (PC) type with an open return mechanism; return floats with the underlying performance or cashflow without a fixed ceiling (for example, an equity-return-type contract).
类固收 / 封顶型(Fixed-income-like)	—	A Protocol Contract (PC) type with a locked return mechanism; the contract terms specify the method of return calculation and its ceiling, and investment return does not exceed the agreed range (for example, a restaurant revenue-share contract).
增长趋势(Growth Trend)	—	An important sub-dimension under Dimension 10 · PC Momentum Parameter of the Ten-Dimensional Code. It measures the growth or decline trend of the Real World Contract's (RWC's) Actual Cash Flow (ACF).
收入覆盖率 (Income Coverage)	—	An important sub-dimension under Dimension 3 · RWC Boundary Parameter of the Ten-Dimensional Code. It measures the ratio at which the Real World Contract's (RWC's) cashflow covers the Protocol Contract's (PC's) return obligation, reflecting how well the underlying cashflow scale can support the contract's performance requirement.
中介机构层(Intermediary Layer)	—	The financial-execution layer of NUMA outside the three core layers. It is principally composed of two categories of ecosystem service providers: financial intermediaries, and banking solutions serving the investment side and the issuer side. It carries functions such as custody, settlement, payment and distribution.
投入比例(Investment-to-Value)	ITV	The ratio of the investor's contribution to the face value of a Protocol Contract Certificate (PCC). It expresses the investor's funding ratio and the corresponding level of safety cushion, and is one of the offer dimensions.

投资者(Investor)	—	The party that holds the corresponding Protocol Contract Certificate (PCC) or PCC Portfolio (PCCP) under a Transaction Contract.
账本层(Ledger Layer)	—	One of the three core layers of NUMA's architecture. It carries the registration, bookkeeping and payment functions of NUMA participants, responsible for the clear and accurate recording of every transaction, and serves as the core computational and accounting hub.
杠杆倍数 (Leverage Multiple)	—	An important sub-dimension under Dimension 2 · RWC Business Parameter and Dimension 8 · PC Business Parameter of the Ten-Dimensional Code. It measures the ratio between the financing scale associated with the relevant commercial activity or contract arrangement and its business scale, reflecting its financing-leverage level.
撮合 / 匹配(Match)	—	The rule of completing matching based on the investor's screening preferences over the Protocol Contract Issuer's (PCI's) Ten-Dimensional Code and on the overlap between the two sides' Investment-to-Value (ITV) and Yield offer ranges.
牛码新市(Micro Connect New Markets)	NUMA	The overall name of the market infrastructure described by this protocol. It encompasses the complete market architecture, including the discovery map, NUMA Coordinates, NUMA Sharpe Cockpit, matching engine, central ledger and governance mechanism.
牛码合同 / 三层合同 (NUMA Contract)	—	Under the NUMA contract system, the three-layer contract structure jointly composed of the Real World Contract (RWC), the Protocol Contract (PC) and the Transaction Contract (TC).
牛码坐标 (NUMA Coordinates)	—	The positioning result of a NUMA Contract on the NUMA Sharpe Map. A coordinate range is formed by the Ten-Dimensional Code, used to identify the value range of the contract within the return-risk space.
牛码流动性 (NUMA Liquidity)	—	The new liquidity mechanism formed by NUMA on the basis of Real World Contract (RWC) cashflow, jointly composed of four paths: ① daily cashflow repayment; ② listed transfer of a single Protocol Contract Certificate (PCC); ③ re-bundled issuance of a Protocol Contract (PC) portfolio; ④ whole-portfolio transfer of a contract portfolio. It differs from the "continuous quoting + instant execution" liquidity paradigm of traditional securities markets; NUMA Liquidity is formed on the basis of contract cashflow, interest transfer and portfolio structure.
牛码夏普自驾舱(NUMA Sharpe Cockpit)	—	The investment-decision toolset NUMA provides to Professional Investors, used to view the risk-return coordinates of a Protocol Contract (PC), adjust Ten-Dimensional Code parameters, build a PCC Portfolio (PCCP) and analyse changes in the portfolio's risk-return position.
牛码夏普地图 (NUMA Sharpe Map)	—	The visualised expression of the risk-return space NUMA provides for Protocol Contracts (PCs). It shows a Protocol Contract's (PC's) relative position and range of change on the risk and return dimensions, assisting investors in understanding the risk-return relationship of different Protocol Contracts.
牛码夏普比率 (NUMA Sharpe Ratio)	—	The methodological indicator NUMA uses to measure the risk-adjusted return of a Protocol Contract (PC) and a PCC Portfolio (PCCP). It is an important reference for investors in understanding risk-return relationships on the NUMA Sharpe Map and in performing portfolio optimisation.

报价维度 (Offer Dimensions)	—	The offer parameters, other than the Ten-Dimensional Code, used in the matching process of a Protocol Contract (PC), including Investment-to-Value (ITV) and Yield. They express the offer intent of the two sides; upon completion of matching, the relevant results are loaded into the Completion Terms (CT) as transaction and bookkeeping parameters.
千元牛码证组合 (PCC Portfolio)	PCCP	The basket of Protocol Contract Certificates (PCCs) actually held by an investor. It is used to record and manage the investor's overall holding structure and related portfolio performance across the Transaction Contracts (TCs) signed with the NUMA operator through different Protocol Contract Certificates.
组合总封顶(Portfolio Cap)	—	The total cumulative recorded-repayment ceiling applicable to a PCC Portfolio (PCCP) under the chosen repayment rhythm, equal to the sum of the Contract-Level Caps applicable to each PCC within the portfolio. When the cumulative recorded repayment of the PCCP reaches the Portfolio Cap, the PCCP-level exit mechanism is triggered.
组合优化引擎(Portfolio Optimization Engine)	—	The computational engine within NUMA's AI Algorithm Layer responsible for combining Protocol Contract Certificates (PCCs) on the basis of variables such as amount, price and Investment-to-Value (ITV), helping investors optimise the allocation of risk and return.
组合回款节奏机制 (Portfolio Repayment Scheduling Mechanism)	—	The contractual mechanism, at the PCC Portfolio (PCCP) level, under which the accounting and rhythm of the underlying cashflow repayments are arranged through the contractual agreement between the investor and the Protocol Contract Issuer (PCI) under the protocol. Investors can adjust portfolio composition and ITV based on their preferences to accommodate different repayment rhythms, achieving portfolio-level risk diversification and optimisation of repayment arrangements.
专业投资者(Professional Investor)	PI	A qualified investor meeting the investor-suitability requirements of the applicable jurisdiction. NUMA is open only to PIs, who participate through licensed intermediaries; NUMA is not open to retail investors.
预测现金流 (Projected Cash Flow)	PCF	The evidence-based projected future cashflow data mapped from a Real World Contract (RWC).
预计持续期 (Projected Duration)	PD	An important sub-dimension under Dimension 5 · Cash Flow Parameter of the Ten-Dimensional Code. It describes the projected duration of cashflow generated by a Real World Contract (RWC), e.g. monthly, quarterly, annually.
预计频率 (Projected Frequency)	PF	An important sub-dimension under Dimension 5 · Cash Flow Parameter of the Ten-Dimensional Code. It describes the projected frequency at which cashflow of a Real World Contract (RWC) occurs, e.g. daily, weekly.
协议合同 / 挂牌合同 (Protocol Contract)	PC	The contract re-signed by the Real World Contract (RWC) interest-holder under the protocol, used to bring the relevant interests of the Real World Contract into the NUMA rules system for registration, fractionalisation and management as a contract-based expression of interest.
千元牛码证 (Protocol Contract Certificate)	PCC	The smallest holdable and transferable booking unit formed upon registration of a Transaction Contract (TC), used to record the investor's holding share of the corresponding Transaction Contract interest. Each PCC has a fixed face value of

		1,000 (“certificate” refers only to the booking unit under the protocol, and does not constitute a securities certificate, depositary receipt or publicly offered security).
挂牌合同发行人 (发行人) (Protocol Contract Issuer)	PCI	The contract right-holder that holds the Real World Contract (RWC) interest and signs the Protocol Contract (PC) on NUMA for financing, that is, the issuing entity under the Protocol Contract. This is a role under the protocol only and does not automatically correspond to a securities issuer under securities law.
协议层(Protocol Layer)	—	One of the three core layers of NUMA’s architecture. It carries the basic norms on which the market operates and the vehicle of contractual relationships, covering the two-level relationship between the Real World Contract (RWC) and the NUMA-listed Protocol Contract (PC), and forms the unified basis for the market’s rules and its transferable interests.
真实世界合同 / 原生合同(Real World Contract)	RWC	Within the NUMA framework, any lawfully entered-into, actually existing and legally valid real-world commercial contract; it is the base contract from which the commercial activity and cashflow arise.
真实世界合同对手方 / 原生合同对手方 (Real World Contract Counterparty)	RWCC	The Protocol Contract Issuer’s (PCI’s) counterparty under the Real World Contract (RWC) — can be a person, a company, an object, an event or any entity.
剩余价值耗损率(Residual Value Impairment Rate)	RVIR	The new risk-measurement indicator NUMA proposes for measuring risk in the contract world. It describes the possibility of unexpected impairment of the residual value of a contract over its remaining term. The indicator ranges from 0% to 100% and is formed by the risk contributions of each dimension of the Ten-Dimensional Code, proposed to serve as the risk denominator of the NUMA Sharpe Ratio in place of traditional volatility.
退出机制(Settle Trigger)	—	The auto-completion / exit mechanism triggered when the cumulative repayment of a single Protocol Contract Certificate (PCC) or a PCC Portfolio (PCCP) reaches the corresponding cap, or when the agreed final term is reached. At the PCC level, the single PCC stops being booked and any excess is handled under the Portfolio Repayment Scheduling Mechanism; at the PCCP level, the whole portfolio stops being booked and exits.
十维码 (Ten-Dimensional Code)	—	The standardised cognitive description of a Protocol Contract (PC) on NUMA. It is composed of ten two-dimensional parameter dimensions divided into two groups: ① RWC dimensions (Dimensions 1–6), which describe the basic features of the Real World Contract (RWC) and its corresponding commercial activity, including the RWC entity, business, boundary, operating density, cashflow, and digitalisation × virtualization parameters; ② PC dimensions (Dimensions 7–10), which describe the features of the Protocol Contract (PC) and the Protocol Contract Issuer (PCI), including the PC entity, business, control and momentum parameters.
时间覆盖率 (Time Coverage)	—	An important sub-dimension under Dimension 3 · RWC Boundary Parameter of the Ten-Dimensional Code. It measures the degree of match between the projected duration of the Real World Contract’s (RWC’s) cashflow and the performance term of the Protocol Contract (PC).

客流强度(Traffic Intensity)	TI	An important sub-dimension under Dimension 4 · Operating Density Parameter of the Ten-Dimensional Code. It measures the traffic scale, activity level and stability of the underlying commercial activity.
交易合同 (Transaction Contract)	TC	Once an investor selects a specific Protocol Contract Certificate (PCC), each PCC corresponds to and embodies a Transaction Contract. The Transaction Contract is based on the relevant Protocol Contract and the NUMA rules system, and specifies the PCC the investor participates in, the ITV, the Yield, the Completion Terms, the cap, the repayment bookkeeping and the exit arrangement. Under the Transaction Contract and the NUMA rules system it references, the investor obtains the right to request cashflow pass-through and the related holder rights, and bears the corresponding investment risks and protocol obligations.
虚拟化程度(Virtualization Level)	VL	An important sub-dimension under Dimension 6 · Digitalization × Virtualization Parameter of the Ten-Dimensional Code. It measures the degree to which the business or asset corresponding to the Real World Contract (RWC) has been transformed from a physical form into a virtualised expression, reflecting its online, digital-mapping and virtual-operation capability.
波动性(Volatility)	—	An important sub-dimension under Dimension 10 · Momentum Parameter of the Ten-Dimensional Code. It measures the degree of volatility of the Real World Contract's (RWC's) Actual Cash Flow (ACF) and the ability to sustain stability.
牛码新市白皮书 / 牛码新市总协议 / 滴灌通真实世界合同投融资总协议（简称：白皮书、总协议) (White Paper on Micro Connect New Markets Contract-Based Financing (CBF) Protocol)	White Paper on NUMA Protocol	The basic normative protocol that defines NUMA's terminology, structure, operation, participation rules and governance mechanism.
收益率(Yield)	—	The return parameter submitted by the Protocol Contract Issuer (PCI) and the investor within the offer dimensions (used only for matching; it does not constitute a return commitment, fixed return, minimum return or principal guarantee).

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