AMF Memorandum
Preliminary Legal Assessment under Regulation (EU) 2023/1114 (MiCA)

Title	**AMF Memorandum Preliminary Legal Assessment under Regulation (EU) 2023/1114 (MiCA)**
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Executive Summary

Osnias Clearing is a multilateral clearing protocol for corporate members of clearing chambers defined by currency and cycle. It separates the escrow of external assets, the clearing ledger, and the execution of settlement. For the EUR chamber, the node operator manages SEPA flows, EUR/EURC conversion through Circle, and EURC escrow on Ethereum. Osnias holds neither funds nor keys granting control over the escrow; its access to Ethereum is read-only. The clearing token is minted, transferred, and burned exclusively on Sei, without bridging. Its eight functional invariants are embedded in the conditional logic of the Solidity contract; in particular, they restrict transfers to admitted Osnias-IDs, exclude third-party smart contracts, and subject operations to the time oracle. A collateral coverage and reconciliation oracle publishes timestamped, aggregated chamber states and detects discrepancies between eligible escrow and circulating tokens. At cycle close, Osnias calculates net positions; node operators execute settlement within their respective scopes. The current contract is a working testnet version, not audited for production. This memorandum provides an initial MiCA assessment without prejudging the applicable legal classification. The approach to the AMF seeks preliminary regulatory scoping for the development of a testnet pilot with a partner established in France.

Keywords

multilateral netting; clearing; MiCA; Osnias-ID; Sei; Ethereum; EURC; escrow; MINT/BURN; time oracle; 1:1 reconciliation; testnet pilot.

I Background and Purpose of this Memorandum

By email of 22 September 2026, the AMF Innovation & Digital Finance team acknowledged receipt of our request of 2 September 2026 concerning MiCA. It specified that it does not carry out legal-classification analyses on behalf of market participants and invited us:

- to carry out, or commission, an initial legal analysis of our activity and provide it to the AMF;
- to provide further details of the project;
- with a view to a subsequent discussion and, where appropriate, an introduction to the relevant AMF teams.

This memorandum responds to that invitation with a view to preliminary regulatory scoping for a French pilot project. It describes the project in detail (Section 2), sets out our preliminary legal assessment (Sections 3 and 4), identifies areas requiring attention (Section 5), and specifies the topics on which we wish to engage (Section 6). It does not claim any predetermined MiCA classification: it describes the actual mechanisms, compares them with potentially relevant legal categories, and explains the preliminary conclusions advanced.

Purpose of the approach. Osnias Clearing seeks an initial discussion with the AMF to identify the applicable classifications and requirements before developing an experimental testnet pilot node with a partner established in France. Following that discussion, the project intends to define the pilot scope, document technical and operational controls, and then prepare any relevant formal steps under MiCA and other potentially applicable frameworks. Neither this memorandum nor a preliminary scoping discussion is presented as authorisation for operational deployment. The contemplated pilot would be limited to test assets, with no collection or use of real client funds.

The tokens referred to as “ORUSD” and “OEURO” in our request of 2 September 2026 are now referred to generically as “clearing tokens”. This change of designation does not alter their operation.

This initial assessment draws on Osnias Clearing's published technical documentation, now organised into six Books: Osnias-ID, Architecture, Clearing Rules, Clearing Cycles, Security, and Onboarding, referenced in Annex 1.

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II Position within the Documentation Corpus and Status

This memorandum is a standalone document based on Osnias Clearing's published technical documentation corpus.

Document	Function	Functional contribution	URL
Book 1	Osnias-ID	Clearing-account identity and inter-chain links.	https://www.osnias-clearing.com/osniasid/
Book 2	Architecture	Separation of clearing, settlement and escrow.	https://www.osnias-clearing.com/architecture/
Book 3	Clearing Rules	Obligations, netting, controls and responsibilities.	https://www.osnias-clearing.com/rules/
Book 4	Clearing Cycles	Time synchronisation and cycle states.	https://www.osnias-clearing.com/cycle/
Book 5	Security	Security topology, resilience and controls.	https://www.osnias-clearing.com/security/
Book 6	Onboarding	Admission, EUR/SEPA/Circle/EURC, Ethereum escrow and exit.	https://www.osnias-clearing.com/onboarding/

Document Status

This document describes a functional architecture and design requirements. It is not an independent audit, formal verification, penetration test, security certification, or authorisation for production deployment.

III Executive Overview

III.1 The Project

Osnias Clearing is an inter-blockchain multilateral clearing infrastructure under development on testnet. Clearing tokens serve as ledger units within each chamber, defined by its currency and cycle.

III.2 Purpose of the Submission and Roadmap for a French Pilot

The primary purpose of this approach is to clarify with the AMF the regulatory categories and responsibilities relevant to designing an Osnias pilot node in France, with a partner yet to be identified or contracted. The proposed sequence is: initial assessment and scoping discussion; definition of an experimental testnet perimeter; development and documentation of the French node; verification of invariants and controls; and, if required, preparation of a formal application for authorisation, notification, or other applicable regulatory process before commercial operation. The pilot would entail no access to real client funds.

Osnias is built around an inter-chain identifier that identifies a clearing account with invariants embedded in the blockchain. This Osnias-ID has a routing structure comparable to the TCP/IP protocol and serves as a unique identifier within the Osnias clearing network.

The Osnias-ID occupies 9 bytes, enabling minimal encapsulation alongside a 0x address within a 32-byte cluster, thereby maximising efficiency on EVM blockchain networks.

For the EUR chamber, financial onboarding is performed by the node operator: fiat euros through SEPA, EUR/EURC conversion through Circle, followed by placement of EURC in an escrow account on Ethereum. Osnias Clearing takes no part in these operations and has no access enabling it to move funds.

After the escrow state has been verified, the node operator may submit a MINT request. It is executed only once the conditions embedded in the protocol have been validated. The clearing token is minted, transferred and burned exclusively on Sei: no clearing token circulates between Ethereum and Sei. Ethereum holds the escrowed asset; Sei holds the clearing unit and canonical clearing ledger.

III.3 Classification of Clearing Tokens

The possible inclusion of clearing tokens within the general definition of a “crypto-asset” under Article 3(1)(5) of MiCA is retained as a working hypothesis for assessing the categories established by the Regulation; it is not assumed to be established.

MiCA classification must be assessed in light of the token's actual functions and attached rights. The EUR chamber and coverage invariant require consideration of the e-money token (EMT) hypothesis. However, the Osnias mechanism is designed as a closed clearing-ledger unit subject to eight enforceable invariants, rather than a freely circulating payment asset. The protocol does not provide a permanent redemption mechanism: BURN is a protocol operation destroying the unit on Sei during a defined cycle window. Should the authority nevertheless determine that the token is an EMT, the implications of that classification would need to be considered, in particular under Title IV and Article 49. Regarding asset-referenced tokens (ARTs), the 1:1 backing is designed as a chamber coverage and conservation invariant, not as a mechanism for stabilising a market price.

III.4 Approach Adopted

This analysis is based on the protocol characteristics actually documented, not on a preferred regulatory outcome. Node operators are responsible for client relationships, access to their end-users' funds, and SEPA / Circle / EURC operations, including management of escrow accounts on Ethereum. Osnias provides the shared infrastructure, the clearing ledger on Sei, fail-closed controls, and the netting engine. Osnias holds no funds, performs no EUR/EURC conversion, and has only read-only access to escrow states on Ethereum as needed for network operation. The legal identification of any issuer cannot be inferred from the technical terms MINT/BURN alone and must be assessed in the light of all relevant facts, rights attached to the token, and contractual relationships.

III.5 Identified Matters Requiring Attention

Legal effect of the 1:1 coverage invariant; classification of the MINT/BURN mechanism strictly confined to Sei; possible interaction with the EMT regime should that classification be adopted; classification of the sequence escrow → MINT request → protocol validation → ledger entry; nature of rights attached to the token; and enforceability of netting and escrow in insolvency proceedings. For each matter, the document distinguishes established facts from classifications still to be discussed.

III.6 Request

The immediate request is for a preliminary scoping discussion before developing a testnet pilot node with a French partner, not for advance authorisation. The aim is to identify the conditions of an experimental pilot and the documentation to be prepared before any relevant formal regulatory process, with referral to the ACPR where e-money or payment-services functions are involved.

IV Detailed Description of the Project

IV.1 Current Status

- “Osnias Clearing” does not yet designate an incorporated legal entity. The domain name, documentation and technical intellectual-property assets are held by Mr Denis Bouzon, project sponsor and founder.
- Smart contracts are deployed experimentally on Sei Testnet and Ethereum Sepolia. No service is operated commercially or offered to the public, and no token sale is being conducted or planned.
- A governance entity (a Swiss-law association of the Verein type, or an Andorran-law entity named “Osnias Clearing Consortium”, without a governance token) will be incorporated before any commercial deployment. The choice of jurisdiction for node operations forms part of the present process.
- French pilot project. Subject to the regulatory scoping requested, Osnias Clearing wishes to develop a pilot node on testnet with a partner established in France, to test the simulated onboarding sequence, experimental escrow, MINT/BURN controls, coverage oracle, clearing and simulated settlement. The partner, its regulatory status and the contractual allocation of responsibilities remain to be defined. This experimental phase would involve neither real client funds nor a commercial offering; it would provide the technical and organisational evidence required for the next regulatory stage.

IV.2 Functional Architecture — Clearing Ledger on Sei and External Escrow

The Osnias architecture is based on a structural separation between the canonical clearing ledger maintained on Sei and the escrow layer maintained on Ethereum. These two layers have distinct functions, and Osnias Clearing has no power of disposal over escrowed assets.

Clearing tokens are recorded and circulate exclusively on Sei. Each clearing account is identified by an Osnias-ID encoding, in particular, the network (KK), node (NNN), currency (MMM), and cycle (WW). A clearing chamber thus comprises accounts associated with the same currency and cycle.

For the EUR chamber, the target onboarding sequence is defined as follows: fiat euros via SEPA → Circle → EURC on Ethereum → escrow account. Onboarding, conversion, deposit, withdrawal and reverse conversion are performed under the responsibility of the node operator and relevant regulated service providers.

- Ethereum is selected as the escrow layer for the EUR branch. Book 6 explains the choice by reference, in particular, to the network's neutrality and degree of decentralisation and to the available EURC infrastructure and market depth. Per-transaction costs on Ethereum are not the overriding factor, since the operational volume of clearing remains on Sei.
- Osnias Clearing neither receives, holds, converts, transfers nor returns any client funds. Its Ethereum access is limited to reading escrow-account states, solely for monitoring and the proper operation of the clearing ledger.

This separation is an architectural invariant. Consistency between the two layers is checked by a collateral coverage and reconciliation oracle which, for each chamber, reconciles the aggregate state of eligible assets escrowed on Ethereum with the total amount of clearing tokens minted and circulating on Sei.

During the P2P period, the coverage invariant is strict: at each finalised control state, EligibleEscrow on Ethereum − Total circulating clearing tokens on Sei = 0. Deposited assets not yet validated as eligible for MINT are excluded from EligibleEscrow. Token circulation remains confined to the authorised chamber perimeter; DEXs, CEXs, AMMs, DeFi, liquidity pools, bridges, wrapping and swaps are excluded by the code and architecture.

At cycle close, Osnias Clearing uses the canonical ledger on Sei to calculate member positions, aggregate them by node and establish the end-of-cycle accounts. Node operators subsequently perform settlement within their respective scopes. Osnias remains responsible for the ledger, netting calculations and protocol controls, without intervening in escrowed funds.

Structural Invariants

- Sei = canonical clearing ledger, clearing tokens and calculation of end-of-cycle positions
- Ethereum = EURC escrow accounts managed by node operators; Osnias has read-only access
- Coverage invariant during P2P: Δ chamber(Tn) = Σ EligibleEscrow Ethereum(Tn) − Σ circulating clearing tokens Sei(Tn) = 0

IV.3 Collateral Coverage and Reconciliation Oracle — Real-Time Publication and Traceability

The collateral coverage and reconciliation oracle aggregates the state of eligible assets escrowed on Ethereum and compares it with the total of clearing tokens minted and circulating in the corresponding chamber on Sei. Its aggregate result is published to network members in real time and made publicly accessible without disclosing individual member positions. Each publication corresponds to a timestamped control state based on the latest finalised states selected by the protocol.

Successive states are timestamped. If control state Tn−1 shows a zero difference and a difference appears at Tn, the anomaly's onset can immediately be bounded within the interval [Tn−1; Tn]. The network can then examine transactions occurring within that window, isolate the relevant node or event, and determine whether the cause is a technical error, operational inconsistency or malicious conduct.

This monitoring enables a response within the cycle: alerting on the difference, isolating the affected perimeter and applying fail-closed mechanisms until equality is restored. Public, timestamped publication of successive states strengthens network security traceability and investigative capability without granting Osnias Clearing any right or power to move escrowed funds.

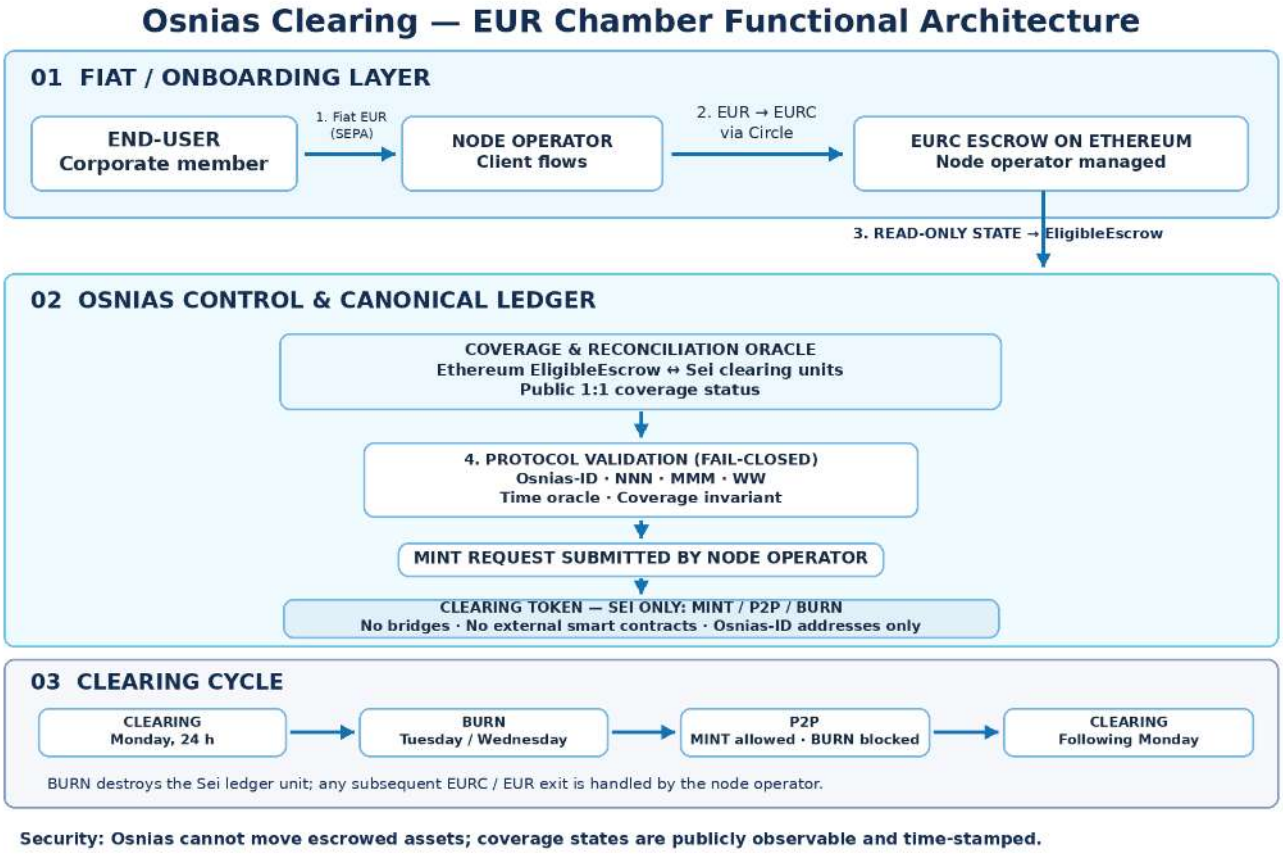

Figure 1 — EUR Chamber Architecture: Onboarding, Ethereum Escrow, Sei Ledger and Cycle Sequence.

IV.4 Clearing Calendar and Cycle Sequence

The calendar is established in Book 4 — Clearing Cycles (DOI 10.5281/zenodo.22979580). It is calculated exclusively in UTC weeks, beginning on Monday, 21 September 2026. Three cycle profiles are envisaged: 1W (weekly clearing), 4W and 13W.

- Monday: a 24-hour clearing window closing the preceding cycle (P2P disabled, statements, dispute window and settlement).
- BURN: the new cycle begins with a one-day window (Tuesday) for 1W, and a two-day window (Tuesday and Wednesday) for 4W and 13W. All BURN requests outside the applicable window are rejected.
- P2P phase: it opens only after the BURN window. The token supply is non-decreasing during this phase (MINT allowed, BURN prohibited); escrow remains immobilised on Ethereum under the applicable rules, while clearing units circulate exclusively on Sei among authorised members.

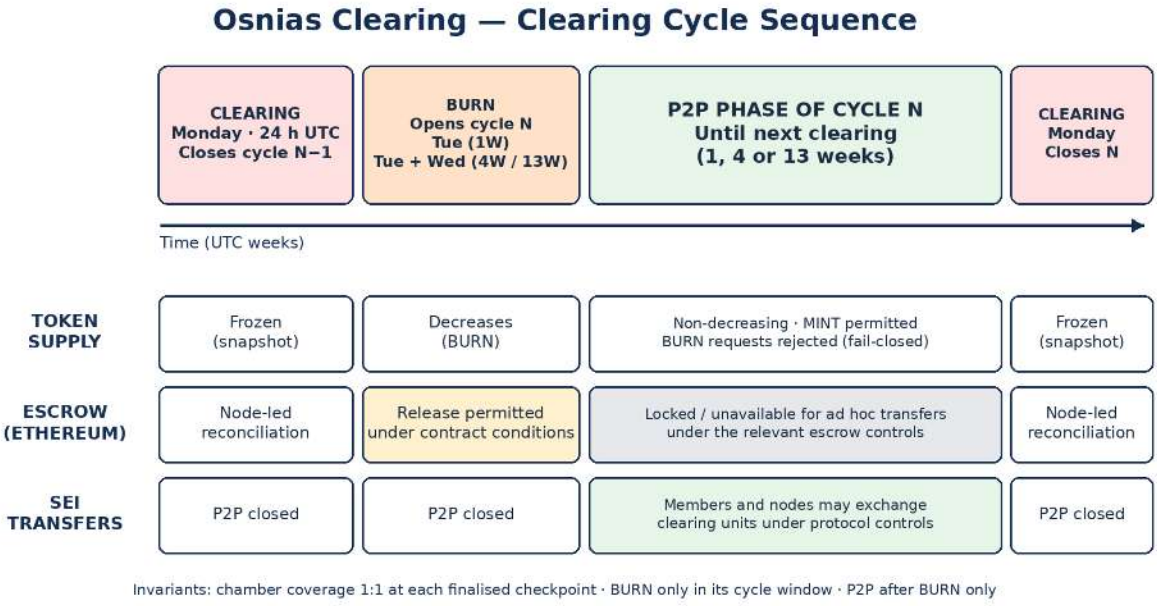

Figure 2 — Sequence of a Clearing Cycle

Version 2.2 note: in this memorandum, coverage "at all times" is assessed at each finalised control state of the collateral coverage and reconciliation oracle.

IV.5 Allocation of Roles, Funds and Keys

End-user (Corporate Member)

- Role: admitted by contract through its node; initiates and signs its transfers
- Funds: owner of the escrowed funds
- Keys: exclusively holds its seed phrases (EVM signer, Sei authorisation, destination cold address), derived from independent seeds (Book 5 — Security)
- The node assigns it an Osnias-ID clearing identifier.

Node Operator

- Role: responsible for the client relationship, applicable regulatory status and operational access to its clients' funds. For the EUR chamber, it carries out, or arranges for, SEPA flows, EUR/EURC operations through Circle and deposits/withdrawals of EURC to/from the Ethereum escrow account; it initiates MINT/BURN requests only for accounts within its NNN perimeter and executes settlement within its scope.
- Funds: EURC escrow accounts on Ethereum are managed under the node operator's responsibility. Osnias Clearing has no right of access, transfer, withdrawal or redirection over those funds.
- Keys: no end-user keys are transmitted to Osnias; the node operator uses its own authentication arrangements for transactions within its scope and for submitting MINT/BURN requests, without any autonomous power to create clearing tokens.

Osnias (and Subsequently the Governance Entity)

- Role: canonical clearing ledger on Sei; calculation of positions and end-of-cycle accounts; time oracle; collateral coverage and reconciliation oracle; fail-closed controls; and technical execution of MINT/BURN following validation of protocol conditions. On Ethereum, Osnias is limited to reading escrow states necessary for network controls.
- Funds: none; Osnias Clearing neither receives nor holds or moves client funds.
- Keys: no keys providing access to escrowed funds; no ability to transfer, withdraw, convert or redirect EURC; no unilateral administration key over the funds.

The security of Ethereum escrow accounts and the conditions governing the release of funds fall within the security architecture described in Book 5 and the responsibilities of the node operator. Osnias Clearing does not intervene in the release of funds: its function is limited to reading states relevant to the clearing ledger and its controls.

IV.6 Stability of the Functional Perimeter and Protocol-Enforced Restrictions

The protocol's functional restrictions are neither a commercial policy nor mere recommendations. In the clearing-token implementation, they are execution conditions embedded in the Solidity code and associated protocol controls: fail-closed admission of authorised addresses, segregation by node, currency and cycle, exclusion of third-party smart contracts, time-based controls over functions, confinement of the token to Sei, MINT/BURN controls, and a chamber-level coverage invariant.

The controller has no discretionary issuance power. It applies deterministic conditions to a request initiated by a node operator after the required escrow has been established. Any mismatch of NNN, currency MMM, cycle WW, time window, escrow state, or coverage invariant leads to rejection in fail-closed mode. Reading an Ethereum state thus conditions an operation on Sei without transferring the token between chains.

These features provide a stable factual perimeter for legal analysis without determining the MiCA classification on their own. A non-final working version of the clearing-token contract is already deployed on Sei Testnet, enabling these invariants to be tested before the production version. Any material change to an invariant or addition of a new economic function will require renewed technical and regulatory analysis before mainnet deployment.

IV.7 Functional and Technical Invariants of the Clearing Token

The clearing token is a closed-functionality ledger unit. Its eight invariants are implemented directly in the Solidity code as execution conditions. They are neither recommendations, external usage rules, nor merely contractual undertakings: the contract defines the permissible operations and rejects any operation that fails to satisfy them. Just as the Osnias-ID is recorded in an incremental reference registry, the token's behaviour is hard-coded in its contract.

IV.7.1 Distinct Token per Chamber, Currency and Cycle

Each clearing token belongs to a specific chamber, currency and cycle. Ledgers are separated by currency and cycle. The code and registry controls prevent mixing, merging or dilution of tokens belonging to different chambers, currencies or cycles.

Token names by clearing chamber

Cycle	W1	W4	W13
Euro	OEuro1	OEuro4	OEuro13
USD	ORUsd1	ORusd4	ORusd13
etc..			

and so forth for any other currency

IV.7.2 Native Prohibition of Third-Party Smart Contracts

The token code prohibits its use by third-party smart contracts. Accordingly, it cannot be used by an external protocol as a general-purpose programmable asset. This restriction is enforced at contract execution level rather than through a mere usage rule.

IV.7.3 Structural Exclusion of Swaps, DEXs, AMMs and DeFi

The prohibition of third-party smart contracts and the token controls make DEX, AMM, DeFi, liquidity-pool, lending, staking, farming, yield and swap uses impossible. The contract provides no secondary-market, quotation or exchange mechanism for swapping into another token.

IV.7.4 Native Dependence on the Cycle Time Oracle

The token code is subject to the states set by the time oracle. These states directly bound the execution windows for MINT, BURN, P2P and clearing. P2P is enabled only during the authorised phase; it is disabled during BURN and clearing periods. Any operation submitted outside its corresponding window is rejected. The time state is therefore an execution precondition of the contract, not merely indicative information.

IV.7.5 P2P Strictly Limited to Registered Addresses with a Valid Osnias-ID

Before any P2P transfer, the code verifies that the recipient address belongs to the Osnias registry and has a valid Osnias-ID within the authorised perimeter. Any address external to the Osnias network is rejected, even if technically valid on Sei. The token therefore cannot circulate freely outside the network.

IV.7.6 Token Strictly Confined to Sei

The token is minted, transferred and burned exclusively on Sei. The code prohibits bridging, wrapping, LayerZero, OFT, migration or any mechanism allowing the token to change chains or be recreated on another network. The MINT/BURN mechanism is technically comparable to that used in certain inter-chain architectures, but here it is strictly confined to Sei: no clearing token moves between Ethereum and Sei.

IV.7.7 Chamber 1:1 Coverage and Reconciliation Invariant

For each chamber during the P2P period, the total amount of clearing tokens minted and circulating on Sei must correspond exactly to the aggregate EligibleEscrow on Ethereum for the same chamber, currency and cycle. At every finalised control state, the expected difference is zero. The aggregate result is published in real time and made publicly accessible. An asset deposited but not yet validated as eligible for MINT is excluded from EligibleEscrow.

IV.7.8 Fail-Closed by Default

Any inconsistency involving the Osnias-ID, node NNN, currency, cycle, registry, time window, escrow state, or coverage invariant causes the operation to be rejected. No operation is executed without complete validation of the applicable conditions.

These eight invariants define the ex ante functional perimeter of the clearing token. The contract does not merely prohibit certain uses: it does not permit them to be executed. The token is thus closed to markets, third-party smart contracts, and addresses outside the registry; it remains strictly confined to Sei and governed by the cycle's time windows.

IV.7.9 Working Testnet Implementation

A non-final working version of the clearing-token contract is deployed on Sei Testnet at 0x3A794d05916d1D5E77b970D5A54d77db1d331e8d. It embodies an implementation of the functional invariants and may evolve before mainnet, notably following tests, security reviews, audits and regulatory discussions. Public deployment demonstrates the existence of a working version, not that the eight invariants have been audited or certified as compliant. For each invariant, the pilot documentation will distinguish the

relevant Solidity function or associated control, the test scenario, the observed result, the limitations and any independent review still outstanding.

Osnias-ID Structure

- MMM: ISO 4217 currency code
- WW: cycle week code (1, 4 or 13)

Two clearing accounts whose Osnias-IDs share the same MMM and WW belong to the same clearing chamber.

Example:

ID1: 01-17-480-04-1234567-XX
ID2: 03-02-480-04-1548457-XX

Although these accounts are on different networks (01 and 03) and different nodes (17 and 02), they share the same currency (480) and cycle (04). They therefore belong to the same clearing chamber and are associated with the same clearing token.

IV.8 Regulatory Framework

Article 3(1)(5) of MiCA defines a crypto-asset as a digital representation of a value or right that may be transferred and stored electronically using distributed ledger technology or similar technology.

Clearing tokens are digital units stored and transferred on a distributed ledger. Their transferability is strictly limited to admitted addresses within the same chamber, and their trading on a market is excluded by the architecture. These features do not, on their own, preclude the general definition: the decisive question remains the value or right legally represented by the unit.

Preliminary conclusion. The general crypto-asset definition may be relevant and is retained, as a matter of methodological prudence, as a working hypothesis for assessing the categories provided for by MiCA. This hypothesis is neither a final determination under Article 3(1)(5) nor a presumption that Title II applies. The classification depends, in particular, on the nature of the value or right represented by the unit and the rights actually attached to holding it.

IV.9 Preliminary Assessment of EMT and ART Categories

IV.10 EMT Hypothesis

Article 3(1)(7) of MiCA defines an EMT as a crypto-asset that purports to maintain a stable value by referencing the value of one official currency. Title IV, in particular Articles 48 to 50, lays down a specific regime: requirements applicable to the issuer, a claim of the holder against the issuer, issuance at par upon receipt of funds, redemption at the request of the holder at any time and at par (Article 49), and a prohibition on granting interest (Article 50).

Certain facts require consideration of the EMT hypothesis: each chamber is denominated in a particular currency and the 1:1 invariant links aggregate EligibleEscrow to the quantity of chamber clearing tokens. Other features, however, describe an instrument functionally distinct from a freely circulating payment asset: eight enforceable invariants close the token to third-party smart contracts, markets and addresses outside the registry; the token remains exclusively on Sei; and BURN is a protocol operation destroying the unit during a defined cycle window. These facts alone do not suffice to exclude the EMT classification as a matter of law. If that classification were

adopted, the consequences of Title IV would need to be examined, including issuance requirements and the redemption regime under Article 49.

IV.11 ART Hypothesis

Article 3(1)(6) of MiCA defines an ART as a crypto-asset, other than an EMT, that purports to maintain a stable value by referencing another value or right or a combination thereof, including one or more official currencies. The 1:1 escrow arrangement must therefore be assessed against this definition. In the Osnias architecture, escrow is documented as a chamber conservation and security invariant: it is not designed to organise quotation, market-making, or market-price stabilisation. The token has no independent market price, cannot be freely exchanged for the escrowed asset, is non-swappable by construction, offers no DEX, CEX, AMM, bridging or external-liquidity mechanism, and cannot circulate beyond the chamber's authorised perimeter. Its circulation is also bounded by the cycle and time oracle. On the documented facts, the unit's function therefore does not appear to correspond to an ART seeking to maintain a stable referenced value within the meaning of Article 3(1)(6). This conclusion is preliminary and subject to assessment by the competent authority.

IV.12 Preliminary Conclusion

On the facts currently documented, the classification of clearing tokens must remain open for assessment by the competent authority. This memorandum describes a closed ledger token strictly confined to clearing and subject to eight enforceable invariants; it does not, however, automatically infer from these features exclusion from the EMT or ART categories. If an EMT classification were adopted, the implications of Title IV would need to be examined separately. If the tokens fell within the general crypto-asset definition without being EMTs or ARTs, the regime for crypto-assets other than ARTs and EMTs under Title II would then need to be considered, including the actual conditions of any offer and the exceptions available under MiCA.

IV.13 Principal Legal References:

Regulation (EU) 2023/1114 (MiCA), in particular Article 3(1), points (5), (6) and (7); Title II, Articles 4 to 15; Title III; and Title IV, Articles 48 to 50.

IV.14 MINT/BURN Request Sequence and Identification of a Potential Issuer

The clearing token is unique to its chamber and exists only on Sei. For the EUR chamber, the node operator manages access to its clients' funds and the SEPA / Circle / EURC operations leading to escrow on Ethereum. Once the required escrow is established, its state is read by the network controls; the operator may then initiate a MINT request solely for accounts within its NNN perimeter. The request is executed only after protocol conditions have been validated. BURN is the reverse operation on the ledger: it destroys the clearing unit on Sei during the authorised window. It neither transfers nor recreates the token on Ethereum.

The node operator therefore has no autonomous power to create or destroy clearing tokens: it submits a request within its perimeter. Osnias Clearing receives no funds and has only read-only access to Ethereum escrow states as required for ledger controls. Establishing escrow, requesting MINT/BURN, protocol validation and entering or destroying the unit on Sei are functionally distinct steps. This separation does not, on its own, establish an absence of issuance within the meaning of MiCA; any potential issuer's identity must be assessed in the light of all relevant facts, rights attached to the token, and contractual relationships.

The protocol thus grants no actor an autonomous, discretionary power to create units: establishing escrow, requesting MINT, protocol validation and entry in the ledger remain distinct functions whose interaction must be considered when identifying any issuer within the meaning of MiCA.

Hypotheses to be assessed. The legal perimeter of issuance should be considered under several configurations: (i) the involvement of the node operator, which requests creation of units for accounts within its perimeter; (ii) the role of the entity operating and governing the shared ledger on Sei; and (iii) the contractual allocation of functions among several persons. Neither automated MINT nor the absence of node discretion predetermines who the issuer is. The legally responsible person, holder rights and acts constituting any issuance must be documented before operational deployment.

V Analysis of Activities

V.1 Osnias Activities

Service (MiCA)	Assessment	Preliminary conclusion
Custody and administration of crypto-assets on behalf of clients (Art. 3(1)(17))	Osnias holds no keys or disposal powers over Ethereum escrow accounts. Its access is limited to reading the states necessary for network controls.	Does not appear to be characterised by the architecture described, subject to actual operational and contractual arrangements
Transfer services for crypto-assets (Art. 3(1)(26))	Osnias initiates neither SEPA flows, Circle operations nor EURC transfers. Fund operations are performed under the node operator's responsibility; the Osnias ledger handles clearing operations on Sei.	Does not appear to be characterised for Osnias under the architecture described; to be confirmed against actual operational arrangements
Exchange of crypto-assets for funds or other crypto-assets	Osnias arranges no EUR/EURC conversion. Conversions through SEPA / Circle and management of EURC on Ethereum fall within the remit of the node operator and relevant service providers.	Does not appear to be characterised for Osnias on the facts described; the MINT/BURN mechanism must be assessed separately
Operation of a trading platform (Art. 3(1)(18))	No order book, price formation or order matching; netting of obligations already incurred	Does not appear to be characterised by the architecture described

V.2 Node Operator Activities

- Management of access to client funds and escrow accounts: for the EUR chamber, the node operator performs, or arranges for, SEPA flows, EUR/EURC conversion through Circle, deposit of EURC on Ethereum, and the reverse operation upon exit. It submits MINT/BURN requests for accounts within its perimeter.
- Escrow responsibility: the node operator is responsible for operational escrow management and for obligations arising from its client relationship. Osnias has only read-only access to the states needed to operate the ledger and the collateral coverage and reconciliation oracle.
- Transfers of escrowed assets, EUR/EURC conversions and settlement of net balances: these operations are performed by the node operator or the regulated service providers it uses; their interaction with payment services and applicable regimes must be assessed in light of the operational arrangement adopted.

- AML/CFT requirements and the transfer-of-funds rule (Regulation (EU) 2023/1113) in respect of transfers between members.

V.3 Clearing and Settlement

Multilateral netting and settlement of net balances require analysis distinct from MiCA. Directive 98/26/EC provides, for systems within its scope, for the enforceability of transfer orders and netting, including in the event of a participant's insolvency. Under French law, Article L. 330-1 of the Monetary and Financial Code defines systems benefiting from this framework and provides, in particular, for their designation or notification under the applicable conditions. At this stage, Osnias is not presented as a system designated under that Directive. The future relevance of that regime, as well as the Eurosystem's PISA oversight framework for payment arrangements, must therefore be assessed separately in the light of the status, significance and functions actually performed upon operational deployment.

VI Matters Requiring Attention and Potential Approaches

VI.1 Composition of Escrow Depending on the Applicable Classification

Fact. For the EUR chamber described in Book 6, the target sequence is fiat euros via SEPA → Circle → EURC on Ethereum → escrow account. Conversions and escrow management fall within the responsibilities of the node operator and relevant service providers. Osnias Clearing does not perform these operations and has only read-only access to the escrow states necessary for clearing-ledger controls.

Matter for discussion. EURC escrow on Ethereum can be verified on-chain and contributes to the chamber coverage invariant. During P2P, at every finalised control state, the collateral coverage and reconciliation oracle compares EligibleEscrow on Ethereum with the total of circulating clearing tokens on Sei; the expected difference is zero and the aggregate result is made publicly accessible in real time. This technical arrangement does not predetermine the legal classification of the escrow, token or node operator's activities.

VI.2 Legal Classification and Enforceability of EURC Escrow

The fact that an EURC balance is readable on Ethereum does not, by itself, establish asset ownership, its legal nature as escrow under applicable law, segregation of assets, or enforceability of member and creditor rights in insolvency proceedings. The contractual arrangement, the effective account holder, contract permissions, asset-release conditions and node operator's status will need to be specified with the French partner and, where appropriate, subjected to separate legal analysis. Annex 3 remains a proposed set of contractual provisions requiring legal review, not a guarantee against attachment.

VI.3 Unavailability or Freezing of Escrowed EURC

Documentary reference: Circle, “EURC Terms”, section “Blocked Addresses & Forfeited Funds” (https://www.circle.com/legal/eurc-terms).

A nominal EURC balance may remain visible on-chain while the ability to transfer the units is restricted, notably because of an address block or issuer-imposed measure. Pure numerical equality between escrow on Ethereum and clearing tokens on Sei is therefore not, by itself, sufficient to establish the availability of coverage. The pilot must define EligibleEscrow criteria, sources for verifying possible unavailability, publication of alerts and the corresponding fail-closed behaviour. Osnias claims no ability to reverse an issuer-imposed blocking measure.

VI.4 BURN Window and Exit Mechanism from the Clearing Ledger

Fact. BURN is not designed as the exercise of a redemption right attached to the token. It is a protocol operation for exiting the clearing ledger: the unit is destroyed exclusively on Sei during the window defined by the cycle. The corresponding EURC escrow operations and, where applicable, EURC/EUR conversions and SEPA flows are then handled by the node operator and relevant service providers. The protocol rejects all BURN requests outside the authorised window.

Analysis. This functional characterisation of BURN does not predetermine its legal classification. If the authority were to classify the clearing token as an EMT, it would then be necessary to consider whether and how this cyclical exit mechanism should be assessed against the redemption regime provided for in Article 49 of MiCA. This memorandum thus distinguishes the protocol's actual operation from the implications arising from a possible EMT classification.

VI.5 Single Chamber Token and Multiple MINT Requesting Parties

Fact. A chamber uses one and the same clearing token. Several node operators may, each for accounts within their own NNN perimeter and after establishing the required escrow, submit a MINT request to the inter-chain controller. The controller applies protocol checks before any unit is created. A node has no autonomous MINT power and a request originating from another NNN must be rejected.

Analysis. This architecture requires distinguishing the actor controlling the escrow, the actor requesting MINT, the protocol mechanism authorising it, and the entity that could legally be regarded as issuer. These functions are not automatically equated in this memorandum. Identification of any potential issuer therefore forms part of the matters submitted for discussion with the AMF.

VI.6 Insolvency Proceedings Involving a Member

Fact. Mandatory provisions of insolvency law may prevent the enforcement of escrow in favour of the chamber's creditors (Articles L. 622-7, L. 622-13 and L. 622-21 of the French Commercial Code).

Potential approach. An exclusive-allocation clause for escrowed funds (Annex 3), contractual arrangements with the node operator and, in due course, consideration of an appropriate settlement-finality and enforceability framework. Exposure remains limited to obligations incurred during the current cycle. Enforceability of the allocation does not arise from the clause alone and will depend on the structure adopted and the applicable law.

VI.7 Technical Governance and Administration Keys

Fact. During the testnet phase, administration keys for the experimental contracts are held by the project sponsor.

Potential approach. Before any commercial deployment: transfer of technical assets to the governance entity, removal of unilateral administration keys on test contracts where such keys exist, and upgrades subject to shared governance and execution delays. The target architecture gives Osnias no key enabling it to move assets escrowed on Ethereum. The French pilot must also document administration roles, contract upgrade conditions, suspension authorisations and the respective responsibilities of the node partner and the governance entity yet to be established.

VII Request for a Discussion

Principal purpose of the request: to obtain the AMF's initial observations on the legal perimeter of a testnet pilot developed with a partner in France, so that the controls, responsibilities and regulatory steps requiring documentation may be identified before any formal application. In particular, we would welcome discussion of:

- the MiCA classification applicable to clearing tokens under the criteria of Article 3, given their nature as closed ledger tokens and the eight enforceable invariants embedded in their Solidity code;
- if the AMF shares this preliminary assessment and nonetheless considers the tokens to fall within the general crypto-asset definition, the practical application of Title II of MiCA, including any white-paper, notification and publication obligations and potentially relevant exceptions;
- the legal implications of the EURC escrow architecture on Ethereum, managed by node operators, and Osnias Clearing's strictly read-only access to escrow states for the ledger and collateral coverage and reconciliation oracle;
- the implications, in terms of control and security requirements, of the collateral coverage and reconciliation oracle, which compares finalised EligibleEscrow states on Ethereum with circulating clearing tokens on Sei in real time, makes the aggregate difference publicly accessible and allows an anomaly's time window to be bounded between Tn−1 and Tn;
- the assessment of BURN, designed as protocol destruction of a clearing unit on Sei rather than a redemption mechanism, and its possible interaction with Article 49 should an EMT classification nevertheless be adopted;
- identification of any issuer within the meaning of Article 3(1)(10), in view of the functional separation between establishing escrow on Ethereum, the node's MINT/BURN request, deterministic controls, fail-closed logic and token creation/destruction exclusively on Sei.
- the classifications and authorisations expected of the French partner for a purely experimental testnet pilot, and the division of responsibilities between the AMF and ACPR in light of the functions actually performed;
- the contractual classification of EURC escrow, the implications of a potential issuer freeze and the availability criteria to be applied by the coverage oracle;

We accordingly request a preliminary scoping discussion, without seeking advance authorisation, in order to agree on the experimental perimeter to be documented with a French partner. Testnet pilot results, supplementary legal analyses and observations from the competent authorities would subsequently inform a formal MiCA application or other applicable regulatory process if required by the classifications and activities determined. We would welcome referral to the relevant AMF teams and, where appropriate, the ACPR; we remain available to provide further details or a testnet demonstration.

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VIII Annex 1 — Reference Documentation

Document	Subject	Reference
Book 1 — Osnias-ID	Identity, topology, networks, nodes, currencies and cycles	https://www.osnias-clearing.com/osniasid/ · Zenodo 22978105
Book 2 — Architecture	Functional architecture; separation of clearing, settlement and escrow	https://www.osnias-clearing.com/architecture/ · Zenodo 23012840 · HAL hal-05752756
Book 3 — Clearing Rules	Clearing rules, roles, invariants and controls	https://www.osnias-clearing.com/rules/ · Zenodo 22922199 · HAL hal-05760527
Book 4 — Clearing Cycles	1W, 4W and 13W cycles and UTC calendar	https://www.osnias-clearing.com/cycle/ · Zenodo 22979580
Book 5 — Security	Security topology, resilience and audit readiness	https://www.osnias-clearing.com/security/ · Zenodo 22981575
Book 6 — Onboarding	Admission; EUR/SEPA/Circle/EURC; Ethereum escrow; exit	https://www.osnias-clearing.com/onboarding/ · Zenodo 23010805

Presentation pages: www.osnias-clearing.com (Osnias-ID, Architecture, Rules, Cycle, Security and Onboarding sections).

IX Annex 2 — Clearing and the Civil-Law Concept of Set-Off

The netting contemplated by Osnias draws on contractual set-off mechanisms recognised under civil law, notably Articles 1347 to 1348-2 of the French Civil Code. However, applying these principles to a multilateral chamber, their interaction with node agreements and their enforceability in insolvency proceedings are not treated as established. Through membership, the Rulebook seeks to organise the calculation and netting of obligations on the clearing date; Osnias calculates positions without acting as a central counterparty or executing settlement. Legal validity and enforceability, as well as the potential relevance of a settlement-finality regime, must be examined separately.

X Annex 3 — Draft Exclusive-Allocation Clause for Escrowed Funds (Subject to Legal Review)

X.1 Funds escrowed by the Member shall be allocated exclusively and irrevocably, throughout the current cycle, to the settlement of its net debit position towards the creditors of the clearing chamber.

X.2 Such funds may be released, transferred or returned only under the Osnias protocol rules: (i) through settlement on the clearing date, on the basis of the finalised clearing state; (ii) through return to the Member during the BURN window of the following cycle.

X.3 No instruction from the Member, node operator or any third party, nor any event external to this contract, may result in the release of funds outside the arrangements provided for in Article X.2, to the fullest extent permitted by law.

X.4 The escrow arrangement shall not execute any transaction in respect of the funds unless it results from the protocol.