USER AGREEMENT

USER AGREEMENT

This User Agreement (hereinafter referred to as the "**Agreement**") is concluded between the following parties:

(1)   **FUMBI NETWORK j. s. a.**, a simple joint stock company established in the Slovak Republic, with its registered seat at: Suché mýto 6, 811 03 Bratislava – mestská časť Staré Mesto, IČO: 52 005 895, registered with the Commercial Register of the City Court Bratislava III, Section: Sja, File No.: 57/B (hereinafter referred to as "**FUMBI**" and, depending on the context, "**we**" or "**our**") (FUMBI can also refer to, or specify any of its sister companies belonging to the FUMBI group; and

(2)   You, as a user who is interested in the provision of services by FUMBI under this Agreement (hereinafter referred to as the "**User**" and, depending on the context, "**You**" or "**Your**");

FUMBI and the User further together as the "**Contractual Parties**" and each separately as the "**Contractual Party**".

Crypto-assets, cryptocurrencies and other assets using distributed ledger technologies (the "**cryptoassets**") and the related market represent an increased level of risk due to their early technological stage, as well as the associated risk of price volatility. As a result of such volatility, the price of the subject assets may rise and fall significantly faster than other assets. In some cases, there may also be a complete impairment of the assets in question due to reasons caused by a third party or technological failure. The acquisition and ownership of cryptoassets therefore brings with it special challenges and risks that do not usually apply to currencies or money issued and guaranteed by states or supranational entities, such as (fiat) currencies.

Due to the early technological stage of cryptoassets as global assets, it is possible that the offer and/or use of cryptoassets or their disposal may be limited, conditional or prohibited by general law in some countries.

In order to reduce risks related to cryptoassets and ensure access to this technology, FUMBI provides the opportunity to acquire cryptoassets, as well as a multitude of services related to cryptoassets at: https: fumbi.network or at any other webpage or other software solutions owned by FUMBI (the "**FUMBI Platform**").

The cryptoasset market is volatile and the value of cryptoassets can go up and down quickly because of this. For this reason, investing in cryptoassets is currently considered risky. FUMBI has the relevant permits for the provision of services related to cryptoassets in accordance with the legislation of the Slovak Republic.

In connection with the risk profile of cryptoassets, it is recommended to invest only a part of the free funds that you have reserved for investment purposes, and a part of which you are willing to lose in the event of a downturn. We do not recommend investing funds that are borrowed or could otherwise affect your life situation. FUMBI cannot guarantee a certain return, nor can it reliably predict the direction of the cryptoasset market, while the current return is not a guarantee of future returns.

FUMBI NETWORK j.s.a. **|** Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network **|** BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

The user confirms that he has entered into a separate contract regulating the use of the Platform.

1. SUBJECT OF THE AGREEMENT

1.1. The subject of this Agreement is to provide services related to cryptoassets by FUMBI for the benefit of the User. The services provided by FUMBI include, in particular:

- cryptoasset consulting services (the "**Consulting Services**");
- conversion services required to convert funds belonging to Users into cryptoassets, services to perform a conversion between cryptoassets,, and services to convert cryptoassets, to financial means (the "**Conversion Services**");
- custody services for cryptoassets, (the "**Custodial Services**");
- other services under this Agreement, for example, staking or technical provision of intermediation of other services connected with cryptoassets; and
- other services agreed between the Contracting Parties.

(hereinafter collectively referred to as "Services")

1.2. Within the scope of provision of Services, FUMBI also offers combinations of services included in the following products specified in the appendices to this Agreement, or specified in terms of conditions of an Agreement on the Platform:

- FUMBI Portfolio Products (FUMBI Index Portfolio, Bitcoin & Gold, Staking Portfolio and other portfolio-products) (Appendix No. 2);
- Custom (Appendix No. 3);
- Custody (Appendix No. 4);
- Savings;
- Employee Programme (Annex No. 5);
- Staking;
- Lending

(hereinafter collectively referred to as "**Products**" and individually also as "**Product**").

The Products represent various combinations of Services with special conditions for their provision. Details on the terms and functionality of the Products are set forth in the appendices to this Agreement.

FUMBI reserves the right to list and access Products under this Agreement at its own discretion. At the same time, FUMBI also reserves the right to make any of the Products exclusively available to a specific group of users according to the specific conditions pertaining to the relevant Product.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

FUMBI also reserves the right to supplement the composition of the Products or to change the conditions of accessibility of individual Products pursuant to the provisions of this Agreement.

2.   USER REGISTRATION

2.1.   Prior to the provision of Services, the User is obliged to enter into an Agreement pertaining to the terms of use of the FUMBI Platform, register on the Platform by creating a user account,   (the "**Account**") and confirm their registration.

2.2.   As part of the registration process, the User, who is a natural person, is also required to complete an Investment Questionnaire, the purpose of which is to provide FUMBI with the necessary information to assess the suitability and appropriateness of its Products and Services for a particular User in relation to his/her investment experience, financial situation, investment objectives and level of risk acceptance. This information is used to enable FUMBI to make an informed assessment of the User's individual situation and to recommend only those Products and Services that are suitable for the User.

2.3.   The User can be a natural person older than 16 years of age, or a legal person that fulfils the prerequisites and requirements of this Agreement and which was offered the required level of due diligence in line with the requirements of the AML directive or this Agreement. The legal entity shall designate at least one natural person whom it authorizes in the manner required by FUMBI to independently carry out the activities related to the administration of the User's Account on behalf of the User (hereinafter referred to as the "**Disburser**").

3.   ACTIONS PRECEDING THE PROVISION OF SERVICES

FUMBI is a responsible person pursuant to Article 5 par. 1, lit. o), p) of Act No. 297/2008 Coll. on Protection against Money Laundering and Terrorist Financing and on Amendments to Certain Acts (the "**AML Act**"). In this respect, prior to provision of Services, deposit or other actions under this Agreement or other actions under this Agreement, FUMBI is obliged to perform classification of the User pursuant to the AML Act, as well the actions in accordance with the FUMBI AML Directive, especially the   Risk Assessment Policy   (the "**Classification**")

3.1.1. **Basic due diligence**

Pursuant to the AML Act as well as the AML Directive and in accordance with the conditions stated therein, FUMBI is entitled to request data from the Users who are natural persons by means of the information form available on the FUMBI Platform. The data shall be collected in the following scope:

- name and surname;
- birth number (if not assigned, date of birth);
- nationality,

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

- gender;
- address of permanent residence or other authorized residence; and
- type and number of an identity card.

(the "**Identification Data**").

In addition to the aforementioned data, for the purpose of future provision (and before the provision) of Services, FUMBI is in terms of legal acts required to ask for supporting information and documents from the User, such as:

- a copy of the identity document;
- confirmation of permanent residence or other authorized residence
- proof of address, for example, a duly issued invoice for electricity supply or other services or a statement from the bank account with identification data consistent with User's address, a statement from the population register;
- User's portrait photograph (*selfie*) together with clearly legible data from an identity card or document and a recognizable face of the User; and
- information concerning the origin of funds.

FUMBI is obliged to provide the User who is a legal entity with basic due diligence under this Agreement in accordance with AML Act and AML Directive. In order to provide the User, who is a legal entity with basic due diligence, FUMBI is obliged to request the following information or documents:

- business name;
- company registration number;
- address of registered seat of the company;
- identification data regarding registration with the relevant register;
- a copy of the identity documents pertaining to statutory bodies and ultimate beneficial owners of the User within the scope of their Identification Data pursuant to the Article 3.1. of this Agreement;
- confirmation of the registered seat address (a duly issued invoice for electricity supply or a statement from the bank account with identification data consistent with User's address, extract from Commercial Register or similar register);
- a portrait photograph (*selfie*) of the person establishing the User's Account together with clearly legible data from the identity document and a recognizable face, as well as the Identification Data of this person;
- information on User's ownership structure in the scope of the Identification Data according to Article 3.1. of this Agreement, provided that the shareholders are natural persons. Should User's shareholders be legal entities, the data shall include: i) business name, ii) ID number, iii) address of the User's shareholder's registered seat, iv) identification data of the User's shareholder on registration with the respective registry; and
- information on the origin of funds;
- identification details and verification of identity of the Disburser designated and authorized by the User in the manner required by FUMBI for various activities related to the administration of the User's Account.

3.2. **Enhanced due diligence**

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Should FUMBI assess on the basis of a risk analysis performed in accordance with the terms of the AML Act and/or the AML Directive that a particular User poses a higher risk of money laundering or terrorist financing, FUMBI is entitled and obliged to request information or documents beyond simplified or basic due diligence as mentioned in Articles 3.1. and 3.2. of this Agreement from such User.

Pursuant to this Agreement and in accordance with the AML Act, FUMBI is entitled to perform enhanced due diligence in relation to the User also on request of the competent authority and/or other authorized institution, as well as at its own discretion, in order to fulfil its legal or other obligations, request a tax return form, bank account status, documents validating the source of User's funds or any other document.

3.3. The veracity and timeliness of the information provided

The User is responsible for the truthfulness, accuracy and completeness of the data provided to FUMBI in any communication, especially during the registration process, or when supplying any information for the purposes of validation of identity or for any other purpose outlined within this Agreement. FUMBI considers that the data is accurate and FUMBI, in this respect, renounces any responsibility for any damages that may arise as a result of any errors, inaccuracies, incompleteness and/or other deficiencies in the information provided.

By provision of any information under this Agreement, the User confirms that the information provided to FUMBI is true, accurate and complete. In this respect, the User undertakes to inform FUMBI of any changes of information or documents without undue delay, however no later than within a period of 15 (in words: fifteen) days.

With respect to verification of timeliness, truthfulness or accuracy of the data provided by the User, FUMBI reserves the right to request the provision of the appropriate level of due diligence to the User during the term of this Agreement, even repeatedly.

3.4. Verification of the User's identity

In order to verify the provided Identification Data, other data, or documents, FUMBI is entitled to take all steps necessary to certify the identity of the User and the identity of the ultimate beneficial owners of the User, and take the necessary steps to avoid fraud, money laundering, terrorist financing or any other illegal activities, performed either directly or through a third party.

FUMBI reserves the right to verify the truthfulness and completeness of data and/or documents provided by the User in order to certify the User's identity.

FUMBI shall examine whether the data, documents or other documents received under the terms of the Agreement correspond to the conditions set up by the

Agreement. However, FUMBI is not responsible for the authenticity, validity, and translation of these documents, neither for the conformity of the content nor for the accuracy, correctness and completeness of the information contained therein.

FUMBI may, for the purposes of validating the Users identity and in order to fulfil any obligations that may arise when conforming with AML directives, use third-party solutions, including software solutions using biometric identification or artificial intelligence.

3.5. Payment connection, methods of payment and FUMBI Credit

The condition for the provision of the Services under this Agreement is the conformity of the data provided in relation to the User's payment connection in the Account interface with the User's bank account or another payment account to which the User has the right of disposal. The User may also use other payment methods accepted by FUMBI such as payment at the post office, a prepaid note, i.e., *voucher* and other methods depending on their availability on the Platform. In this regard, for the purposes of User comfort, FUMBI provides the Users the ability to use FUMBI Credit.

FUMBI Credit represents denotes the unit of a credit system designated for the payment of Products and Services. FUMBI Credit can be purchased exclusively within the interface of the Platform and is exclusively used for making payments for Products and Services. FUMBI Credit can be purchased within the interface of the Platform for a EUR, in a constant 1:1 ratio. FUMBI Credit has no material or formal character of electronic currency or of cryptoassets. FUMBI credit can be used as a means of forwarding marketing activities, customer loyalty offers or other FUMBI promotional activities.

Prepaid vouchers intended for the purchase of FUMBI Products and Services can only be purchased directly from FUMBI in the Platform interface, and are intended exclusively for gifting to a third party who can use them (after registering on the Platform and concluding a User Agreement with FUMBI) for the purchase of FUMBI Products and Services. The purchaser of a prepaid voucher is not entitled to transfer it for consideration to any third party. In the event of a transfer for consideration nevertheless occurring, FUMBI does not guarantee the validity of the prepaid voucher and shall not be liable for any loss incurred by the transferee of an invalid prepaid voucher.

3.6. Account protection

The User is obliged to maintain the confidentiality of their access data to the Account, as well as to adequately ensure the protection of the User's devices used to access the Platform or the Account.

Platform, with respect to certain actions, may allow the User to set up a two-factor authorization via SMS or a mobile application, such as *Google Authenticator* or other similar applications (the "**Two-Factor Authorization**"). Two-Factor Authorization can be set on the Platform.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

In order to use the Services and the Platform, the User is obliged to use a suitable device (smartphone, tablet, computer or another device). The User is responsible for procuring, maintaining and ensuring the compatibility of the given device with software, hardware, or other technical requirements necessary for the provision of the Services, including a stable Internet connection.

To ensure complete security of the Users Account, FUMBI reserves the right to limit the functionality of the Account to the necessary degree until sufficient due diligence is provided as per Article 3 of this Agreement.

3.6.1. FUMBI reserves the right to limit the User's access to the Account in case the user fails to provide FUMBI with the necessary information or documents required for providing the appropriate due diligence according to this Agreement or if the User fails to provide relevant information in the required detail and/or quality.

3.6.2. FUMBI reserves the right to limit the User's access to the Account under suspicion of possible misuse of the Account for perpetrating a crime or for other unlawful practices.

Whenever a User's access is limited, FUMBI obliges to inform the User of this event with all haste, provided informing the User is not in dispute with generally binding laws or with the respective legal authority.

4. SERVICES

4.1. Consulting services

FUMBI, as a part of its Services, provides Consulting Services, the subject of which is the proposal of composition and ratios of cryptoassets within specific Products and the proposal of rebalancing of the given portfolio on the basis of algorithmic solutions, including proposing the frequency of said rebalancing. In relation to the creation of the proposed composition and proportions of individual cryptoassets, FUMBI takes into account many criteria, including formal criteria and fundamental criteria in the spirit of investment theories applicable to each product, as outlined on the Platform (the "**Consulting Services**"). FUMBI Consulting Services may not be used on its own, but only in addition to other Services under this Agreement.

4.2. Conversion services

4.2.1. FUMBI provides conversion services related to cryptoassets, i.e. intermediation of acquisition of cryptoassets by means of transferring the value of the User's funds to cryptoassets, as well as transferring the value of the User's cryptoassets into other cryptoassets (the "**Conversion Services**"). In the course of the provision of the Conversion Services, FUMBI has the status of a seller of cryptoassets in the case of selling of cryptoassets to the User, and in the case of sale of cryptoassets by the User, FUMBI has the status of a buyer.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

4.2.2. Within the scope of Conversion Services, or alternatively as a part of one of the Products, FUMBI may also provide the service of exchange of cryptoassets for other cryptoassets, exchange of cryptoassets for other assets under conditions set out in this Agreement.

4.2.3. FUMBI provides Conversion Services. The list of exchange rates related to the provision of Conversion Services is stipulated in the interface of the Platform. The exchange rate list contains information on converting the value of deposits into cryptoassets, or cryptoassets into other cryptoassets.

4.3. Custody services

4.3.1. FUMBI provides custody services in relation to cryptoassets to ensure their protection. FUMBI provides custody services mainly to provide professional custody services in relation to cryptoassets.

4.3.2. FUMBI provides custody services for cryptoassets in a manner that enables their secure custody and protection against theft, loss, or accidental destruction in relation to the data required for the handling of cryptoassets (the "**Custody Services**"). To ensure a professional level of protection of the User's cryptoassets (and data required for their handling - i.e., private keys) FUMBI uses *cold storage* solutions, i.e., solutions that do not use an Internet connection, unless otherwise specified in this Agreement.

4.3.3. FUMBI provides Custody Services at the highest standards in the field of cryptoasset custody and uses cold storage solutions such *as Fireblocks*, cryptoasset paper wallets and other *cold storage* solutions, their combination or a combination of these solutions together with physical storage in safe deposits controlled by FUMBI. In relation to Custody Services, FUMBI reserves the right to temporarily and to a limited extent, store part of the cryptoassets at third-party addresses, namely at authenticated and secure portals of cryptoasset exchange service providers, cryptoasset wallet service providers or other similar cryptoasset services.

4.3.4. FUMBI undertakes to handle the User's cryptoassets and private keys while providing Custody Services exclusively under the conditions set out in this Agreement or under conditions for the provision of the relevant Product.

4.3.5. In relation to the provision of Custody Services, FUMBI reserves the right to manage the manner and the form of provided Custody Services independently to ensure adequate protection of the User's cryptoassets and private keys and to ensure adequate liquidity of funds. For the purposes of providing Custody Services, FUMBI undertakes to use their own technical solutions, trustworthy third-party solutions, or a combination thereof.

4.3.6. FUMBI reserves the right to limit the scope of the provision of Custody Services in relation to the provision of certain Products or in combination with other Services, which could, by their very nature, necessarily influence the content of Custody Services.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

4.4. **Staking services and other technical and mediation services associated with cryptoassets**

4.4.1. In accordance with the terms of this Agreement, FUMBI may make available to the Users Services and Products that allow Users to dispose of cryptoassets with the possibility of obtaining gains through technical solutions of blockchain protocols. Some protocols and ecosystems of certain cryptoassets allow the holder to receive rewards in the form of additional cryptoassets as compensation for taking part in helping the operation of the given protocol or cryptoasset network, alternatively, they reward cryptocurrency owners for locking up a cryptoasset for a set amount of time. FUMBI is interested in providing the possibility for Users to take part in this activity, and this is why, subject to the conditions outlined within this Agreement, FUMBI provides so-called *staking* services through its Platform and/or lock cryptoassets for a set amount of time for a reward (hereinafter referred to as "**User Staking and/or Launchpool**"). In conjunction with this Service, the User has the option of deciding to use the cryptoassets that they own in order to help the operation of the given cryptoasset network, or network of multiple cryptoassets, within the scope of our Services.

4.4.2. While providing the User Staking and/or Launchpool services, FUMBI, after being instructed and nominated by the User, acquires the given cryptoasset or cryptoassets directly or with the help of a trusted third party. After instruction and nomination from the User, FUMBI undertakes all technical and other steps necessary for the allocation of the User's cryptoassets for the purposes of staking. As part of the User Staking and/or Launchpool services, the User will receive rewards in the form of units of cryptoassets, to the allocation of which the User expressly instructed and nominated FUMBI, the terms of which can be found within this Agreement, within the Price List or within the Staking Reward view on the Platform. The rewards for providing the User Staking and/or Launchpool will be provided to the User periodically directly into their Account, the frequency and size of which is determined by the underlying cryptoasset ecosystems, the Price List or other terms arising from the description of the Product.

4.4.3. The User is given the full right by this Agreement to pause, cancel or reinitiate the User Staking and/or Launchpool service at any time after the service is provided.

4.4.4. FUMBI can also provide the Users analogous technical or other mediation services in relation to the User's cryptoassets based on the User's instruction or nomination. These services, in the scope of different Products, may include the intermediation of cryptoasset loans of the cryptoassets in the User's possession, called *lending,* or other options of working with cryptoassets from the side of the User depending on the available Products in the Terms of this Agreement.

4.4.5. The provision of the User Staking and/or Launchpool services within this part of the Agreement is subject to fees which are described in the Price List.

4.4.6. The User is authorized to, via the Platform, nominate FUMBI to undertake and follow through the steps required for the allocation of cryptoassets for the aforementioned reasons, whether individually for each individual cryptoasset in possession of the User or a whole group of cryptoassets, for example, that of a concrete Product, which offers the User specifically this type of functionality.

FUMBI NETWORK j.s.a. **|** Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network **|** BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

The User acknowledges that in the event of the User's decision to acquire cryptoassets relevant to the staking mechanism ("**Proof of Stake Cryptoassets**") through the FUMBI Platform, FUMBI shall have the right to temporarily use such cryptoassets under the default staking mechanism (hereinafter referred to as the "**FUMBI Staking and/or Launchpool Mechanism**") on behalf of the User.

4.4.7.   Unless the User has entered into specific User Staking and/or Launchpool service pursuant to the preceding paragraphs of this article, FUMBI may retain the right to place such cryptocurrencies into its own test staking mechanism, (the "**FUMBI Staking and/or Launchpool Mechanism**") on behalf of the User, with the benefits of such use (staking rewards) becoming the property of FUMBI. These rewards are an integral part of the purchase price of Products that might contain Proof of Stake Cryptoassets and are included in FUMBI's total costs associated with the acquisition thereof. By doing so, the User agrees with such a procedure by virtue of this Agreement. Participation in this program constitutes an important part of the content of the FUMBI Products or Services listed on the Platform that contain Proof of Stake Cryptoassets.

4.4.8.   The aim of the FUMBI Staking and/or Launchpool Mechanism is to support the development and testing of potential future staking products that may be added to the product portfolio FUMBI at its discretion. FUMBI reserves the right to allocate rewards to Users in accordance with the Rewards Program or other terms and conditions resulting from the description of the FUMBI Staking and/or Launchpool Mechanism, subject to separate disclosure.

4.4.9.   FUMBI assumes all risks associated with the FUMBI Staking and/or Launchpool Mechanism including, but not limited to, possible technical errors, and warrants to the User that any temporary use by FUMBI of its cryptoassets under the FUMBI Staking and/or Launchpool Mechanism will in no way limit the User's ability to dispose of its cryptoassets and to make a Withdrawal, if desired, within the standard timeframe and under the terms and conditions set forth in this Agreement. The User acknowledges and agrees that FUMBI shall not be liable for any natural fluctuation in the value of the Cryptoassets that are subject to User Staking and/or Launchpool or FUMBI Staking and/or Launchpool Merchanism. FUMBI shall not be responsible for any variation in the value of such cryptoassets over time due to unpredictable and inherent fluctuations in the market. User acknowledges that the value of cryptoassets may be subject to significant fluctuations and that User Staking and/or Launchpool returns may be affected by such fluctuations.

5.   CONDITIONS FOR PROVISION OF THE SERVICES

5.1.   Following the creation of the Account and provision of an appropriate level of due diligence pursuant to this Agreement, the User has the opportunity to use the Services or the Products. Prior to the provision of any of the Services, the User is obliged to realise a deposit in the amount corresponding to the value of the minimum deposit, pursuant to the valid Price List.

5.2.   In accordance with the previous paragraph, the User is obliged to transfer funds for the benefit of the FUMBI bank connection specified on the interface of the Platform

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

by means of a bank transfer or other payment method supported by the Platform (the "**Deposit**").

5.3.   The User is obliged to realize a Deposit exclusively through ways and subject to terms specified on the Platform, and FUMBI may request the User provides concrete payment details (specific symbol, constant symbol or otherwise), which are necessary for the identification of the User's Deposit. In the case of a Deposit via bank transfer, its transfer is required to be sent exclusively from the bank account of the User or from the account to which the User has the right of disposal or other similar rights.

5.4.   Breaching the User's obligation set out in the previous Article 5.3. or acting in conflict with other terms governing the provision of the Deposit is considered a breach of this Agreement. Should such an inadequate performance of the Agreement occur, FUMBI shall be entitled to require the User to remedy the situation (in particular, to complete the necessary data and to prove the authorisation to dispose of the account with the relevant documents), whereby FUMBI is not obliged to provide the User with the Services until the moment when compliance with this Agreement is ensured. In this context, FUMBI hereby declares that if the User fails to provide the Deposit duly, FUMBI shall not be held responsible for any damages, harmful events or other adverse consequences incurred by the User or any third party as a result of breaching the terms of this Agreement.

5.5.   After crediting the Deposit value and provision of the relevant due diligence under this Agreement (if applicable), FUMBI is obliged to provide the User with the relevant Services. FUMBI undertakes to provide the User with Conversion Services no later than within 5 (in words: five) days from the date of crediting the Deposit to FUMBI, all the while fulfilling the requirements set out by the Agreement. In order to provide the Services, the User is obliged to make a Deposit in the amount of at least EUR 50 (in words: "fifty euros") (the "**Minimum Deposit**").

5.6.   By crediting the Deposit to the bank account of FUMBI, the User gives their consent and places an irrevocable instruction for the provision of Services. In this context, we would like to emphasize that under relevant legislation, the User is not entitled to withdraw from the Agreement within 14 (in words: fourteen) days from the date of accreditation of said deposit due to the fact that the provision of the Services and the price of cryptoassets depend on prices on the financial market, as well as other markets, which FUMBI cannot influence.

5.7.   FUMBI reserves the right to refuse the provision of Services or any of their parts. In case FUMBI decides to apply the right to refuse the provision of Services or any of their parts, or if the User does not fulfil the obligations set out by this Agreement or obligations required for the provision of due diligence and Services in this Agreement within the term also described by the Agreement or any other term set out by FUMBI, then FUMBI is required to return the admission supplied by the User within and up to 15 (in words: fifteen) days from the end of the accompanying term.

In the event when a Deposit has already been converted into cryptoassets and such s Deposit is to be returned due to non-compliance with the terms and conditions of this Agreement and the value of the cryptoassets at time of the return is higher

than the amount of the original Deposit, FUMBI shall return only the amount corresponding to the value of the original Deposit. If a Deposit which has already been converted into cryptoassets is to be returned due to non-compliance with the terms of this Agreement and the value of the crypto-assets at the time of return is less that the amount of the original Deposit, FUMBI shall only return an amount equivalent to the current value of the relevant crypto-assets at the time of return.

6. WITHDRAWAL OF FUNDS

6.1. The User is entitled to request the sale of cryptoassets which were used in the provision of different services, especially those acquired from the Deposit, or any of its parts, at any time. The User is entitled to sell its cryptoassets or their part to FUMBI under the terms of this Agreement (the "**Withdrawal**").

6.2. In order to perform a Withdrawal, the User is obliged to use the interface of the Platform and follow the relevant instructions.

6.3. FUMBI, after a Withdrawal request, undertakes to purchase the cryptoassets in the User's possession and specified by the User according to the terms in this Agreement within 5 (in words: five) days from the date of issuing the instructions for the Withdrawal. FUMBI is required to send the amount acquired from selling the User's cryptoassets during Withdrawal, which belongs to the User, to the bank account address of the User which was verified as belonging to or co-owned by the User in question. FUMBI reserves the right to increase the term allocated for Withdrawal processing and sending the sum of the processed cryptoassets by a necessary amount; however, only up to a maximum of an additional 5 (five) days, and this is in case the User initiates a Withdrawal of a large sum or amount of cryptoassets, or if the User's behaviour is deemed atypical.

6.4. FUMBI may allow the User to perform the Withdrawal partially in compliance with this Agreement and pursuant to conditions set out in the Price List (the "**Partial Withdrawal**"). For the purpose of the Partial Withdrawal, it is necessary that the value of the User's cryptoassets equals or exceeds the amount of EUR 50 (in words: fifty euros), and at the same time, the amount which is subject to the Withdrawal complies with the requirements for the Minimum Withdrawal value. The subject of the Partial Withdrawal is, in particular, an amount representing the evaluation of the Deposits (the "**Profit**") and only then the value of the investment. The Investment represents the sum of the Deposits, reduced by the sum of that part of Partial Withdrawals by which the individual Partial Withdrawals exceeded the current Profit at the time of the relevant Partial Withdrawal (the "**Investment**"). The amount of Investment is calculated for each Product separately.

6.5. The User is entitled to request FUMBI to ensure the transfer of cryptoassets in relation to all or part of the User's cryptoassets (the "**Transfer**"). In this context, the User is entitled to request the transfer of the User's cryptoassets to wallet address owned by the User and managed as self-hosted wallet of the User, by means of a request for the Cancellation of Custody (the "**Request for the Cancellation of Custody**")

6.6.   The User is obliged to submit the Request for the Cancellation of Custody via the Platform. The User is, for the purpose of the transfer of cryptoassets, obliged to specify, via the provided form, the relevant public addresses under the ownership of the User. In order to process the request for Cancellation of Custody, the User is obliged to deliver a duly completed form on the basis of which FUMBI will prepare and send the relevant formal request to the User for signature.

6.7.   For the purposes of processing the Request for Cancellation of Custody, the User is obliged to ensure the delivery of this request to FUMBI with an official certificate of authenticity of the User's signature within 15 (in words: fifteen) days from the date of sending the formal request. The Request for the Cancellation of Custody is considered to be duly delivered only if such request is clearly legible and contains the relevant clause on the certificate of authenticity of the User's signature.

6.8.   FUMBI reserves the right to conduct enhanced due diligence under this Agreement in relation to the Cancellation of Custody service and the possibility to refuse to provide the Cancellation of Custody service depending on the risk assessment of the User under the AML Directive. FUMBI is obliged to ensure the performance of the Transfer of User's cryptoassets specified by the Request for the Cancellation of Custody within 10 (in words: ten) days from the date of due delivery of the request in question and the provision of the appropriate level of due diligence in accordance with the terms of this Agreement. Should the subject of the Transfer include all cryptoassets evidenced in the Account, the consequence of the Transfer may be the termination of this Agreement. In the event that FUMBI is unable to demonstrably disburse the relevant funds to the User due to reasons on the part of the User within 30 days from the date of submission of The Request for the Cancellation of Custody, FUMBI shall be entitled to sell the cryptoassets in question, and the respective funds transfer to FUMBI Credit and apply a handling fee as per the Schedule of Fees and Charges.

6.9.   The provision of certain Products and Services, especially those that allow the User to utilise the cryptoassets they own, can have an effect on Withdrawal and possibly on the Transfer. The aforementioned terms for the execution of Withdrawal and other possible steps may be, as a result of the technical implementation or reasons given by third-party solution providers, extended by up to 21 (twenty-one) days.

7.   **DECLARATIONS OF CONTRACTUAL PARTIES**

7.1.   FUMBI declares and undertakes that:

   a)   it is a simple joint-stock company, duly established and existing in accordance with the jurisdiction of the Slovak Republic, authorized to conduct its business activities in compliance with this Agreement;
   b)   it is entitled to conclude this Agreement, to exercise all its rights and fulfil the obligations arising from this Agreement;
   c)   this Agreement constitutes legally binding, valid and enforceable obligations of FUMBI, in consideration of the relevant laws governing insolvency,

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

bankruptcy, restructuring and debt relief, which generally affect the exercise of creditors' rights;

d) the conclusion and performance of this Agreement and obligations under this Agreement shall not result in a breach of any law, contractual or other obligation or founding document of FUMBI.

7.2. The User declares and undertakes that:

a) they have the legal capacity necessary to conclude this Agreement and for provision of the Services and are authorized to conclude this Agreement and to exercise all its rights and fulfil the obligations arising from this Agreement;

b) this Agreement constitutes legally binding, valid and enforceable obligations of the User, considering the relevant laws governing insolvency, bankruptcy, restructuring and debt relief, which generally affect the exercise of creditors' rights;

c) the conclusion and performance of this Agreement and obligations under this Agreement shall neither breach any law, contractual or other obligation;

d) The User has provided and will be providing FUMBI with true, accurate and complete information to the extent and in the manner necessary to provide the Services and to the extent required by this Agreement, over the duration of this Agreement;

e) will not accept the Services in any manner other than in compliance with this Agreement or its intended purpose and under any circumstances in a manner generally violating binding legal regulations;

f) has become sufficiently familiar with the functionality of the Platform and the Account, as well as with the nature and operation of cryptoasset technologies;

g) will be continuously familiarizing with the functionality of the Platform, the conditions of provision of the Services, as well as other information related to the performance under this Agreement.

8. USER'S RIGHTS AND OBLIGATIONS

8.1. The User, while using the Platform, the Account and receiving the Services, is obliged to comply with generally binding legal regulations, this Agreement, as well as to respect the rights of FUMBI and third parties.

The User further undertakes not to:

a) interfere with the functionality of the Platform, the Account or any solutions developed by or for the benefit of FUMBI or those related to the Services, endanger and/or disrupt their smooth operation in any way;

b) use programs, devices or procedures that could adversely affect the functionality of the Platform, the Account or the Services;

c) unlawfully obtain personal data of other users or any information which is subject to FUMBI trade secrets or any confidential information related to FUMBI; and

d) use insecure e-mail or make the Account information available to any third party.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

8.2.   The User is responsible for all activities related to the use of the User's login details for the Account. In this respect, the User is mainly obliged to:

a)   ensure that they have taken appropriate safety precautions after completion of each visit to the Platform, e.g., closing the internet browser or any other interface used for access to the Account and properly logging out of the Account after each visit;

b)   inform FUMBI in case of any reasonable suspicion that there has been unauthorized access to the Account, use or disclosure of the User's login data, unauthorized access or use of the Account and/or any other breach of security, the Account or the provision of the Services without undue delay.

8.3.   The User undertakes not to use the Services to commit any kind of illegal activity or activity that may adversely affect FUMBI, the provision of the Services or other users. In this regard, the User undertakes in relation to this Agreement not to participate on:

a)   an unauthorized attempt to change the functionality or program disruption or other interference with the Platform, the Account, the Services or any part thereof;

b)   an attempt to gain unauthorized access to the Services or another user's Account;

c)   an attempt to avoid or hamper any security measures, including the provision of due diligence in relation to the User under this Agreement; or

d)   reproduce, duplicate, copy, sell or trade the Services for any purpose without the consent of FUMBI.

8.4.   In addition to other obligations specified in this Agreement, the User is also obliged:

a)   to use the Account in accordance with generally binding legal regulations, good morals and in compliance with this Agreement;

b)   in order to access the Platform, use only secured devices and adequate security tools against computer viruses, *spyware* programs, scareware programs, Trojan horse programs, worm programs or other technological malware;

c)   to keep confidentiality of login passwords to the Account or any similar data related either to the Account or performance of the Agreement with an appropriate degree of protection.

8.5.   The User acknowledges that FUMBI will never contact the User regarding the data related to the Account, particularly concerning login details of the Account. Should the User suspect that they have been contacted for the purpose of fraud in relation to their Account, they are obliged to inform FUMBI of this fact without undue delay.

9. **FEES**

9.1. Provision of the Services is charged according to the current price list of the Services (the "**Price List**"). The Price List's current version is available on the Platform. FUMBI reserves the right to set off any due fees and expenses or other receivables related to the provision of the Services and/or the Products against the User unilaterally.

9.2. FUMBI reserves the right to change the Price List or introduce new fees related to the provision of the Services and the possible introduction of new fees. FUMBI is entitled to amend the Price List or alter the prices of individual items with the effectiveness of 14 (in words: fourteen) days from the delivery of notification on this amendment to the User's e-mail address. The new Price List shall take effect on the 14th (in words: fourteenth) day from the delivery of the notification on the amendment of the Price List to the User.

9.3. Fees for individual Products are charged separately, while the description and scheme of fees according to the Price List are as follows:

9.3.1. The **Initial Exchange Fee** is a one-time fee charged to the User on a Deposit made into any FUMBI Product in EUR currency or from FUMBI Credit to cover the costs associated with the conversion into crypto-assets.

9.3.2. **The Ongoing Exchange Fee** represents the fee for the periodic rebalancing of the exchange of cryptoassets in the Portfolio (FUMBI Index Portfolio, Bitcoin and Gold, Advanced Portfolios or Staking Portfolio) in order to maintain its optimal composition. It also covers the costs of algorithmic investment management and the exploitation of market opportunities. It is payable in advance for a period of one year from the date of the first Deposit made by the User into the relevant Portfolio and on each subsequent Deposit into the relevant Portfolio it is charged on an aliquot basis for the period remaining until the date of the next anniversary of the first Deposit into the relevant Portfolio. The renewal of the Ongoing Exchange Fee shall be made on each anniversary date of the User's first Deposit into the relevant Portfolio and the Deposit shall be deemed to be the current value of the User's relevant Portfolio on the anniversary date of the User's first Deposit into the relevant Portfolio for the purposes of calculating the Ongoing Exchange Fee. The fee includes the cost of rebalancing the Portfolio for the entire next year.

9.3.3. The **Exit Exchange Fee - Fixed** represents a one-time fee for a Withdrawal in EUR or to FUMBI Credit. It is intended to cover the costs associated with the conversion from cryptoassets.

9.3.4. The **Exit Exchange Fee - Variable** represents a one-off fee on a Withdrawal, which is a proportion of the User's Profit. The basis for calculating the Exit Exchange Fee - Variable on a Withdrawal or Transfer is the User's Profit at the time of the Withdrawal or Transfer. In the case of a Partial Withdrawal, the basis for calculating this fee is either the amount of the Partial Withdrawal or the amount of the Profit, whichever is lower. In the event of a loss, this fee is not payable.

9.3.5. The **Custody Fee** is the fee charged in connection with the provision of a professional level of protection for cryptoassets (and the data necessary for handling them - the so-called Private Keys) when using the FUMBI Custom Product. It is payable in advance for a period of one year from the date of the first Deposit made by the User into the FUMBI Custom Product and on each

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

subsequent Deposit into the FUMBI Custom Product it is charged on an aliquot basis for the period remaining until the date of the next anniversary of the first Deposit into the FUMBI Custom Product. The renewal of the Custody Fee shall always be made on the anniversary date of the User's first Deposit into the FUMBI Custom, where the Deposit shall be deemed to be the current value of the User's portfolio in the FUMBI Custom Product on the anniversary date of the first Deposit into the FUMBI Custom for the purposes of calculating this fee.

9.3.6. The **Account Maintenance Fee** is a fee to cover the costs associated with preparing for and complying with the stringent requirements for the regulation of cryptoassets and digital activities within the financial market under Regulation (EU) No 2023/1114 of the European Parliament and of the Council on markets in cryptoassets (MiCA) and to ensure ongoing reporting, audits, procedural oversight and transparent management of client funds in accordance with European legislation. The fee is charged on the last day of the calendar month and is not applicable if the User has made at least one Deposit of at least € 50,- in any FUMBI Product (not in FUMBI Credit) during the month.

9.3.7. The **Cryptoasset Transfer Exchange Fee** represents the fee for the conversion of cryptoassets into a single cryptoasset (BTC or ETH) in connection with the cancellation of custody. It is payable on the total value of the other cryptoassets in the relevant portfolio.

9.3.8. The **Payment Card Fee** is a fee that is payable in addition to the Deposit Amount when a Card Payment is used. It is a one-off fee by which the amount transferred through the Payment Gateway is increased.

9.3.9. FUMBI is also entitled to charge other fees regulated by this Agreement at the rates specified in the Price List.

9.3.10. FUMBI shall be entitled to grant discounts on fees to Users on such terms and conditions as it may determine and may change such terms and conditions or discontinue the grant of discounts at any time at its sole discretion.

10. TERMINATION OF THE AGREEMENT AND SUSPENSION OF THE EXECUTION OF THE AGREEMENT

This Agreement may be terminated in one of the following ways:

a) by agreement of the Contractual Parties;
b) termination of any Contractual Party (pursuant to Article 10.1 of this Agreement);
c) withdrawal from the Agreement by FUMBI (pursuant to Article 10.2 of this Agreement);
d) withdrawal from the Agreement by the User (pursuant to Article 10.3 of this Agreement);
e) termination or withdrawal on the basis of other reasons stipulated in this Agreement.

(hereinafter collectively "**Termination of the Agreement**")

The Contractual Parties are obliged to perform all actions necessary to avoid the occurrence of damages and fulfil their obligations under this Agreement as of the

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

effective date of the Termination of the Agreement unless this Agreement provides otherwise.

10.1. FUMBI or the User may terminate the Agreement at any time by providing a written termination notice, and it is not necessary to provide a reason. In case of termination as per the above sentence, the termination period is 1("One") month. FUMBI is entitled to terminate this Agreement in writing by means of delivery of the notice to the User's e-mail address specified in the Account. The User is entitled to terminate this Agreement in writing and deliver the notice to the FUMBI customer support e-mail address: support.en@fumbi.network

The termination period is one month and shall commence upon delivery of the notice to the other Contractual Party.

After giving notice, the User is obliged to inform FUMBI whether, in connection to the Termination of the Agreement, requests the Withdrawal or Transfer in respect to acquired cryptoassets.

Should the Termination of the Agreement result in the Transfer, the User is obliged to request the Cancellation of Custody in accordance with 6.5 of this Agreement. After fulfilling the relevant conditions for the processing of the Transfer and payment of relevant fees, FUMBI undertakes to carry out the Transfer no later than 15 (in words: fifteen) days from the lapse of the termination period. The User undertakes to provide FUMBI with all necessary cooperation for the purpose of the Transfer in relation to the Termination of the Agreement.

Should the Termination of the Agreement result in the Withdrawal, FUMBI is obliged to pay the User the value of cryptoassets in the currency in which the Deposit had been credited within 15 (in words: fifteen) days from the lapse of the termination period in accordance with this Article.

In case the User fails to deliver FUMBI the Request for Cancellation of Custody according to the conditions specified in this Agreement or fails to inform FUMBI regarding the request for the Withdrawal, FUMBI is entitled to redeem the User's cryptoassets, process the Withdrawal and credit the relevant amount to the User on the User's bank account in the currency in which the Deposit has been credited.

10.2. Unless this Agreement or term of one of the Services or Products states otherwise, FUMBI is entitled to withdraw from the Agreement and terminate the Account and/or terminate the provision of the Services to the User with immediate effect, if:

a) the User has provided false information related to the conclusion of the Agreement or in connection with its performance, concealed or did not provide essential information or documents that are necessary for the existence and performance of obligations under this Agreement;

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

b) the User is in arrears with the fulfilment of obligations under the Agreement and has not fulfilled such obligation even in an additional period provided by FUMBI of at least 30 (in words: thirty);

c) FUMBI has acquired a reasonable and demonstrable suspicion that the User's conduct is contrary or generally evades binding legal regulations or contravenes good morals;

d) FUMBI acquired a reasonable and demonstrable suspicion that the Account has been used unduly or for the purpose of committing a criminal offense or other illegal conduct;

e) the obligation to withdraw FUMBI from the Agreement arises from a decision of a court, a public administration body or from a generally binding legal regulation.

10.3. In case of a withdrawal from the Agreement in accordance with this Article 10.3, FUMBI is entitled to sell the User's cryptoassets and, after application of the relevant fees under this Agreement, transfer relevant funds in the currency in which the Deposit had been paid to the User's bank account, provided that the transfer of the User's funds to their bank account does not contravene legal regulations or the decision of a competent authority. In the event that FUMBI is unable to demonstrably disburse the relevant funds to the User due to reasons on the part of the User within 30 days from the date of submission of The Request for the Cancellation of Custody, FUMBI shall be entitled to transfer the funds in question to FUMBI Credit and apply a handling fee as per the Price List.

10.4. Unless otherwise provided in this Agreement or the conditions of any of the Services or the Products, the User is entitled to withdraw from the Agreement and terminate the provision of the Services by FUMBI with immediate effect in the case of:

a) serious or repeated breach of the Agreement by FUMBI;

b) termination of FUMBI's right to provide the Services.

In case of a withdrawal from the Agreement in accordance with this Article 10.4, FUMBI is entitled to sell the User's cryptoassets and, after application of the relevant fees under this Agreement, transfer relevant funds in the currency in which the Deposit had been paid to the User's bank account, provided that the transfer of the User's funds to their bank account does not contravene legal regulations or the decision of a competent authority. Should the User not provide an address for the transfer in a written withdrawal from the Agreement, FUMBI is obliged to sell the cryptoassets of such User and credit the value of the sold cryptoassets to the bank account under the terms of this Agreement. In this respect, the User undertakes to pay all costs associated with securing the Transfer and related fees, as well as to provide the necessary cooperation.

10.5. FUMBI reserves the right to temporarily suspend the performance of its rights and obligations with respect to the User under this Agreement (the "**Suspension of the Provision of Services**"), in particular:

a) if the User has not been provided with the appropriate level of due diligence under the terms of this Agreement for reasons on the side of the User;

b) in case of a reasonable suspicion that the User has provided FUMBI with false, outdated, incomplete or any misleading information;

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

    c)   reasonable suspicion that the User violates the terms of the Agreement or acts in contrary to the Agreement;

    d)   if the User has used the Services in an unauthorized or fraudulent manner;

    e)   if the Account or the funds credited therein, or the cryptoassets elated to the account have been used to carry out unlawful conduct;

    f)   if the use of the Account and the funds therein are subject to proceeding, investigation or similar official proceedings;

    g)   if FUMBI is the subject of an attack with the aim of theft of cryptoassets (including private keys) or aims to restrict the disposal of cryptoassets;

    h)   if the obligation to suspend the provision of the Services arises from a decision of a court, public authority or a generally binding legal regulation;

    i)   if the right to suspend the provision of the Services arises from the provisions stipulated in this Agreement.

Should the conditions for the Suspension of Provision of the Services are met, FUMBI undertakes to inform the User without delay, if such notification is not in conflict with this Agreement, generally binding legal regulations or a decision of the competent authority.

FUMBI undertakes to restore functionality of the Account within 5 (in words: five) days from the day when the reasons for the Suspension of Provision of the Services cease.

11. RESPONSIBILITY

11.1. FUMBI is solely responsible for the damages it causes. FUMBI is not responsible for damages or any other adverse consequences caused by:

    a)   provision or submission of false, outdated, incomplete or misleading data by the User;

    b)   User's actions or omissions of actions to performance of which the User was obliged or if such action or omission of the action breached their duties or if they acted on their own responsibility;

    c)   refusal on the provision of the Service as a result of the User's failure to meet the conditions arising from this Agreement;

    d)   direction and development of the cryptoasset markets, damages caused due to the decrease in the value of the Deposit, the decrease in the value of the cryptoassets, as well as their potential loss in value;

    e)   an unexpected amendment of legislation concerning FUMBI's business or the regulation of cryptoassets or the provision of services related to them;

    f)   Suspension of the Provision of Services under this Agreement;

    g)   temporary unavailability of the Platform or the Services;

    h)   third party action;

    i)   using login data to the Account or any other security mechanism in a manner contrary to this Agreement;

    j)   acceptance of the acts of those who are considered as persons entitled to act on behalf of the User on the basis of submitted data, letters or documents;

    k)   circumstances beyond the control of Article 11.4. of the Agreement.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

11.2. The User is responsible for the damages caused by them, as well as the damages caused by the User who breached the obligation arising from this Agreement. The User shall be responsible for any damages, injury or adverse consequence caused by the User which occurs as a result of the User's actions and/or omissions which are contrary to good morals, generally binding legal regulations and/or this Agreement.

11.3. The Contractual Parties are obliged to compensate for the damages they caused by breaching the terms in this Agreement, the conditions of provision of the Services or a breach of any declaration of the Contractual Parties unless this Agreement provides otherwise.

11.4. FUMBI shall not be responsible for any damages, injury, adverse consequence or impossibility or inability to perform its obligations, should the reason for such breach by FUMBI is:

a) unforeseeable or unexpected event, circumstance or set of circumstances beyond the reasonable control of FUMBI, particularly, but not limited to, any change, exclusion or failure on the part of a third party, particularly, but not limited to the provider of payment services, provider of cryptoasset exchange services, provider of a cryptoasset wallet services or a securities market operator, an intermediary of such services or a provider of any other services necessary for the provision of the Services or the performance of obligations under this Agreement;

b) an unforeseeable change in the legislation regulating the performance of FUMBI's activities and/or the legislation and conditions for disposing with cryptoassets;

c) a declaration of an emergency situation, force majeure, terrorist activity, war, riots, intervention by armed forces or the usurpation of power or confiscation of property;

d) any delay or failure caused by a problem in any system or network, interruption or failure of transmission, communication, data processing or computer equipment, or any mechanical failure of equipment necessary to provide the Services or perform obligations resulting from this Agreement.

(the "**Circumstances Beyond Control**")

12. REFERENCE SYSTEM

12.1. FUMBI gives the User possibility to refer new users through the reference system available on the Platform (the "**Reference System**").

12.2. The Contractual Parties have agreed that should the User successfully refer a new user, FUMBI is entitled to provide a reward to the User in accordance with conditions specified in this Agreement. A successfully referenced user is a person who establishes the Account via Platform, uses data intended for referring users according to Article 12.3, and makes a Deposit under the terms of this Agreement (the "**New User**").

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

12.3.   When referring New Users, the User is obliged to use only the reference or code of the Reference System specified at the FUMBI Platform interface. Should a New User make a Deposit (the "**New User's Deposit**"), FUMBI is entitled to provide the User with a reward, as mentioned in terms of this Agreement (the "**Reward**").

12.4.   The Reference System or activities related to it do not constitute a contractual relationship of commercial representation, intermediation, or any other authorization to represent FUMBI or to act on its behalf of FUMBI by the User.

12.5.   The User is obliged to use the Reference System exclusively in accordance with this Agreement. When using the Reference System, the User undertakes that:

   a) the User will not use the Reference System to perform an illegal activity, fraud, in a manner that contradicts provisions of the Agreement or contravenes good morals;
   b) the User will not use the Reference System with the use of unwanted messages addressed to third parties in either electronic or paper form;
   c) the User will not present themselves as a person authorized to act in the name or on behalf of FUMBI or its authorized representative, business partner, or intermediary or to act in any way that would indicate such a fact.

12.6.   FUMBI is entitled, but not obliged, to pay the User the Remuneration in case a New User's Deposit is made in accordance with the terms of this Agreement. The model for calculating Reward is listed on the Platform. The Reward will be paid to the User by crediting the relevant amount of the Reward to the value of the Deposit which belongs to that particular User in the form of cryptoassets.

12.7.   Should the User receive the Reward in contradiction with the terms of the Reference System, the terms of this Agreement or should the Reward be acquired by any other unauthorized manner, the User is obliged to return the value of such Reward and compensate for the damages caused by such actions.

13. THE INHERITANCE PROCESS

13.1 The User's cryptoassets are subject to inheritance in accordance with the relevant provisions of the relevant legislation. FUMBI shall, immediately upon receipt of information of the death of the User and proof of such fact by the production of a death certificate by the heirs, ensure that no withdrawals can be made from the User's Account or otherwise disposed of therefrom, pending the final conclusion of the succession proceedings of the User. However, in order to prevent devaluation of the Crypto Assets in the User's Account and in the best interest of the heirs, FUMBI shall continue to recompose and rebalance the Crypto Assets in the relevant Account, while FUMBI's right to the fees as per the Price List shall also remain unaffected.

13.2 After the final conclusion of the inheritance proceedings of the User, the entitled heirs have the following options to settle the value of the Cryptoassets:

(i) follow the analogous procedure as set out in Clause 6 WITHDRAWAL OF FUNDS, except that the heir must submit his/her request for the payment of funds in EUR currency or the transfer of cryptoassets to virtual wallets owned by the heir, and managed as self-hosted wallet of the heir, to FUMBI in writing with a notarized signature or a qualified electronic signature, or

(ii) in the case of an heir who is duly registered on the Platform and has entered into his/her own User Agreement with FUMBI, the possibility of making a Withdrawal to the heir's FUMBI Credit.

In case the User has more than one eligible heir, for technical reasons, the transfer of cryptoassets to their virtual wallets can only be carried out if all these heirs submit the relevant request together so that the transfer to all eligible heirs can be carried out at the same time. Otherwise, in the absence of a joint expression of intent by all eligible heirs, the funds can only be settled by a Withdrawal in EUR currency or a Withdrawal to the heir's FUMBI Credit.

FUMBI undertakes to settle the Cryptoassets in connection with the succession in accordance with the terms and conditions of this Agreement within a period of 30 (in words: THIRTY) days from the date of due provision of all documents necessary to establish the legal entitlement to the payment of the Cryptoassets in the succession process, which period shall run for each of the eligible heirs separately.

In case the heir fails to provide FUMBI with the necessary cooperation and information in the required form despite attempts by FUMBI to contact him/her and obtain relevant instructions on how his/her inheritance share is to be settled (in particular, notification of the account number or the virtual currency wallet itself), FUMBI shall be entitled to execute the Withdrawal in EUR and to remit the corresponding funds to the heir by postal money order to the heir's address in Slovak Republic as stated in the final succession order, the costs thereof being borne by the heir and deducted from the total amount to be paid to the heir.

14.   GENERAL PROVISIONS

14.1.   FUMBI reserves the right to amend, modify or update the Platform, its functionality or any of its components at any time and in any manner.

14.2.   Should FUMBI plan to amend, modify or update the Platform or its functionality and such activity may affect the provision of Services, FUMBI is obliged to inform the User of this fact no later than 1 (in words: one) day before such change, modification or update takes place.

14.3.   Should FUMBI be attacked in order to gain access to the User's, FUMBI or other users' resources, FUMBI reserves the right to suspend the provision of the Services for the time necessary to protect the User's resources. FUMBI undertakes to inform the User without undue delay about the suspension of the provision of Services under this clause.

14.4.   Due to the fact that the provision of the Services may be interrupted in case of i) equipment failure, ii) regular maintenance or repair processes, iii) circumstances beyond the control of this Agreement, or iv) other unexpected events, FUMBI may

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

not guarantee an uninterrupted provision of the Services, operation of the Platform and provision of Services. In this context, however, FUMBI undertakes to carry out all actions necessary to ensure the smoothest possible operation of the Platform and the provision of Services.

14.5. The Contracting Parties have agreed that under a special agreement, the User is entitled to temporarily grant rights and obligations corresponding to the ownership rights in relation to the User's cryptoassets (hereinafter referred to as "**Cryptoasset Disposal Agreement**") and grant FUMBI the rights to dispose of such cryptoassets by FUMBI in relation to third parties.

14.6. Due to the fact that cryptoasset ecosystems are currently in their early stages of development and adoption, in order to increase their userbase and raise awareness, new cryptoassets can be distributed without payment via crediting them to the addresses of the already existing cryptoassets (hereinafter referred to as "**Airdrop**"). In relation to the technological development of cryptoassets, the underlying technological solution of the particular cryptoasset may be changed. It may result in the division of the transaction chain *(blockchain/DLT)* or its duplication and separation into a new network (hereinafter referred to as "**Fork**"), and the distribution of the new cryptoassets via the Airdrop process, or any other process, after the Fork. The Contractual Parties have agreed that any cryptoassets accredited to the User as a result of the Services provided by FUMBI to the User based on Airdrop or Fork or as a result of them are the User's property unless the Contractual Parties agree otherwise. In relation to the handling of cryptoassets, acquired via Airdrop or Hard Fork, the User is obliged to bear the related costs and fees according to the Price List as well as other costs related to cryptoassets related to particular cryptoassets in accordance with this Agreement.

14.7. FUMBI declares that exercise of the right to acquire any cryptoassets as a result of Airdrop or Fork processes does not imply any obligation under this Agreement, provided that the exercise of such right is requested for the acquisition of the relevant cryptoassets.

15. CONFIDENTIAL INFORMATION

15.1. Confidential Information means information defined and considered as sensitive by the Parties, the information contained in the content of any document or other information, including, but not limited to, any information related to the Services, Products, Platform, Cryptoasset Portfolio, its terms and conditions, trade secrets or other confidential business information of FUMBI (hereinafter referred to as "**Confidential Information**").

15.2. Access to Confidential Information is restricted to the Parties only, and the Parties undertake to use the Confidential Information only for purposes consistent with this Agreement. The Contractual Parties, therefore, undertake not to disclose Confidential Information to any other person unless there is an exception permitted by this Agreement. The Contractual Parties are not entitled to use the Confidential Information in any way that would cause damage to other Contractual Party.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

15.3. The Contractual Parties undertake to maintain the confidentiality of Confidential Information obtained under this Agreement. The Contractual Parties are not entitled to provide Confidential Information to a third party unless required by law or a court decision, and in such case, the relevant Contractual Party is required to inform the other Contractual Party at least 10 (in words: ten) days prior to the requested disclosure of information. Should the legal regulation or court decision not permit to inform of the other Contractual Party, the liable Contractual Party shall provide such information to the extent and in the manner corresponding with the relevant legal regulations if the regulation permits it.

15.4. The Contractual Parties reserve any rights related to their Confidential Information, even if not expressly stated in this Agreement.

15.5. Confidential information does not include information that (i) has been publicly accessible prior to its disclosure performed by Contractual Parties; (ii) was legally accessible to Contractual Parties prior to the conclusion of this Agreement; or (iii) has become publicly accessible due to their disclosure or in other not unlawful manner carried out by a Contractual Party.

16. FINAL PROVISIONS

16.1. This Agreement shall enter into force and effect at the moment when the User clicks on the acceptance button at the Platform interface. The User hereby expressly agrees to use distance communication means when concluding this Agreement.

16.2. This Agreement, as well as all the annexes to this Agreement, which form its integral part, shall be binding for all Contractual Parties for the entire duration of the contractual relationship between them. The Agreement is available for the User on the Platform.

16.3. The processing of all personal data of the User obtained in connection with the conclusion and performance of the User Agreement between the User Agreement between the User and FUMBI is governed by a separate document (Privacy Policy) available at https://fumbi.network/en/privacy-policy/. The user declares that he/she has read and acknowledges the Privacy Policy.

16.4. **Communication**

In order to fulfil this Agreement, the Contractual Parties agree that their communication will be addressed as follows:

FUMBI NETWORK j. s. a., registered office: Suché mýto 6, 811 03 Bratislava – mestská časť Staré Mesto, the Slovak Republic, support.en@fumbi.network

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

The User's contact details represent the data provided by the User. The User is obliged to continuously ensure the timeliness of the User's contact details and inform FUMBI of the amendment of contact details no later than within 15 (in words: fifteen) days of the day when the amendment of the contact details takes place. Any reference to written communication within this Agreement also includes electronic communication sent to the User's email address within the Interface of the Platform.

16.5. Amendment of the Agreement

16.5.1. The Contractual Parties have agreed that any communication under this Agreement shall be in electronic form, and such communication shall have the effects of written or documentary communication, as agreed by the Contractual Parties unless otherwise stated in this Agreement.

16.5.2. This Agreement, including its Annexes to the Agreement, constitutes the entire agreement between the Contractual Parties and supersedes any prior agreements or any negotiations or arrangements, oral or written, related to the subject of this Agreement.

16.5.3. The Contractual Parties agree that FUMBI is entitled to update, amend, or supplement the wording of this Agreement, any of its parts or its annexes. FUMBI is obliged to inform the User about such amendment altogether with the information about the new wording of the Agreement before the amendment takes place.

16.5.4. FUMBI is obliged to inform the User about the amendment of the Agreement, its part, or its annexes in writing via e-mail delivered at the User's address specified in the Account. Should the User disagree with the new wording of the Agreement or any of its amendments, the User is entitled to withdraw from the Agreement in accordance with the terms of this Agreement within 14 (in words: fourteen) days from the date of delivery of the notification on the amendment.

16.5.5. The amendment to the Agreement shall enter into force on the 14th (in words: fourteenth) day from the delivery of the notification of the amendment to the Agreement to the User. Upon the expiration of the period for withdrawal from the Agreement related to the amendment of the Agreement, the User grants their consent to the new wording without any reservations. The current version of the Agreement and the Price List are available on the Platform.

16.5.6. The Contractual Parties have agreed that the amendment of the Agreement is not considered to be the correction of errors in writing, counting or other similar errors and obvious inaccuracies in the wording of the Agreement or any of its annexes.

16.6. Complaints and suggestions

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Should there be any suggestions or complaints related to the provision of Services, the User is entitled to contact FUMBI at the relevant support addresses any time during the validity of this Agreement:

support.sk@fumbi.network || support.en@fumbi.network

The User, considered a consumer, is therefore entitled to, in the interest of solving complaints arising from the provision of Services by FUMBI, approach FUMBI by delivering a written complaint to the address support.en@fumbi.network

The User, considered a consumer, has the right to approach FUMBI with a request for compensation if they are not content with the way in which FUMBI has solved their complaints or in the case in which the User believes that FUMBI has committed a breach of the User's rights. The User also has the right to submit a request for an alternative solution to the complaint to an appropriate alternative solution agency if FUMBI has refuted the User's request, as outlined in the previous sentence, or FUMBI has not responded to the request in 30 days from receiving the request. The request for an alternative solution is then submitted by the User to an appropriate alternative solution agency, in which case the User's right to turn to a court is also not affected.

The request can be submitted through an alternative solutions agency platform, which aims to solve consumer complaints via mediation, on the following internet site:

https://webgate.ec.europa.eu/odr/main/?event=main.home.show
The supervisory authority is:

Slovenská obchodná inšpekcia (Slovak Trade Inspection SOI)
The SOI inspectorate for the Bratislavský region
Supervisory division,
Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava, Slovak Republic

The rules for handling complaints are described in more detail in a separate document available at https://fumbi.network/en/complaints-handling-rules/. The User declares that he/she has read and acknowledges the Complaints handling rules.

16.7. **Headings**

The headings of the individual paragraphs in this Agreement are for ease of reference only and do not affect the interpretation of any provision of this Agreement.

16.8. **Security**

FUMBI NETWORK j.s.a. **|** Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network **|** BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

The User is not entitled to establish any lien, encumbrance, or any other right in favour of a third party for the cryptoassets that are the subject of the provision of Services under this Agreement without the written consent of FUMBI.

16.9. Taxes

The User is responsible for determining whether and to what extent any tax liability applies to the Services provided (hereinafter referred to as "**Taxes**"), the payment and payment of Taxes in relation to the relevant Tax Administrator. FUMBI allows the export of transaction history for these purposes via the Platform. Pursuant to this Agreement, FUMBI is neither entitled nor obliged to examine the User's tax liability or to represent the User in relation to Taxes.

16.10. Separability

Should any provision of this Agreement be invalid, ineffective, or unenforceable in some jurisdiction, the validity, effectiveness, and enforceability of the other provisions of this Agreement shall not be affected unless expressly stated otherwise in this Agreement. The Contractual Parties undertake to negotiate in good faith and replace an invalid, ineffective or unenforceable provision of the Agreement with a new provision which is valid, effective, and enforceable and which, in terms of its purpose and function, corresponds to the original provision as closely as possible.

16.11. Assignment

This Agreement is binding, and its performance is for the benefit of the User. The User is not entitled to transfer or assign their rights and/or obligations under this Agreement for the benefit of any other person. FUMBI may transfer or assign its rights and/or obligations under this Agreement at any time, provided that such transfer or assignment would not have a material effect on the quality or content of the Services provided. FUMBI is entitled to transfer or assign its rights and/or obligations under this Agreement at any time to any legal entity that is part of the ownership structure of the FUMBI group.

16.12. A waiver of the right

Should a Contractual Party fail to exercise or delay the exercise of any right or authorization under this Agreement, such failure or delay shall not constitute a waiver of such right. Likewise, a nonrecurring or partial exercise of such right does not preclude further exercise of this or any other rights and authorizations.

16.13. Language

This Agreement is concluded in the English language.

16.14. Governing Law and Settlement of Disputes

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

This Agreement and the contractual relations arising from it are governed by the legislation of the Slovak Republic. All disputes or claims arising in connection with this Agreement, including disputes concerning its validity, breaching, termination, or non-existence, shall be finally decided by the courts of the Slovak Republic.

16.15. **Protection of sources**

In relation to the provision of Services under this Agreement, FUMBI emphasizes that Deposits or any other User's means, including cryptoassets acquired by the User while services are being provided, are neither subject to the protection of Deposits within the meaning of Act no. 118/1996 Coll. on the Protection of Deposits and on the amendment of certain laws, nor the subject to protection by the Investment Guarantee Fund in accordance with Act no. 566/2001 Coll. on Securities and Investment Services and on Amendments to Certain Acts (Securities Act).

16.16. **Continuing obligations**

All provisions of this Agreement, given their nature, should continue after the expiry of this Agreement. These include but are not limited to provisions related to the suspension or cancellation of the Account, User's obligations towards FUMBI, use of Platform and Services, compensations of damages, limitations of liability, settlement of applicable law and disputes, and these shall remain in force and effect to the extent necessary to preserve the rights and obligations arising therefrom.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

ANNEXES

Annex no. 1

DEFINITIONS

Account	has the meaning set forth in Article 2.1. of this Agreement
Agreement	means this User Agreement, including all its annexes, which form its integral part
Airdrop	has the meaning given in Article 14.6. of this Agreement
AML Act	means Act no. 297/2008 Coll. on protection against money laundering and on protection against terrorist financing and amending certain laws
AML Directive	represents the FUMBI internal directive regulating the conditions for fulfilling FUMBI's obligations arising from the AML Act
Basic due diligence	means the scope of due diligence for the User in accordance with Article 3.1.1. of this Agreement
Circumstances out of control	have the meaning set forth in Article 11.4. of this Agreement
Classification	has the meaning given to it in Article 3 of this Agreement
Confidential information	has the meaning set forth in Article 15.1. of this Agreement
Consulting Services	represent the meaning set out in Article 4.1. of this Agreement
Contractual Party	represents separately any Party to this Agreement, and jointly with the other Party are referred to as "**Contractual Parties**"

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Conversion Services	represent the meaning set out in Article 4.2.1. of this Agreement
Custody Services	represent the meaning set out in Article 4.3.2. of this Agreement
Dedicated wallet	has the meaning given in Appendix no. 4 of this Agreement
Deposit	has the meaning set out in Article 5.2. of this Agreement
Enhanced due diligence	means the scope of due diligence for the User in accordance with Article 3.2 of this Agreement
FMBS Token	defines the internal unit of the FUMBI account, issued by FUMBI, the value of which is linked to the value of Euro currency in the ratio 1 FMBS: 1 EUR. The FMBS Token can be based on the use of DLT functionality.
FUMBI	stands for the company FUMBI NETWORK j. s. a., with its registered office at: Suché mýto 6, 811 03 Bratislava – mestská časť Staré Mesto, ID number: 52 005 895, registered in the Commercial Register of the City Court Bratislava III, Section: Sja, File No.: 57/B
FUMBI Algorithm	has the meaning given in Annex no. 2 of this Agreement
FUMBI Credit	denotes the unit of a credit system designated for the payment of Products and Services. FUMBI Credit can be purchased exclusively within the interface of the Platform and is exclusively used for making payments for Products and Services. FUMBI Credit can be purchased within the interface of the Platform for a EUR, in a constant 1:1 ratio. FUMBI Credit has no material or formal character of electronic currency or of cryptoassets. FUMBI credit can be used as a means of forwarding marketing activities, customer loyalty offers or other FUMBI promotional activities.
FUMBI Custody	has the meaning given in Annex no. 4 of this

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Agreement

FUMBI Custom   has the meaning given in Appendix no. 3 of this

FUMBI Index The portfolio   has the meaning set out in Appendix no. 2 of
                                          this Agreement

FUMBI Platform   represents the website https://fumbi.network
                                          or any other website or other software solution
                                          owned by FUMBI used in relation to the
                                          provision of FUMBI Services

FUMBI Staking and/or Launchpool Mechanism has the meaning set out in Article 4.4.7.
of this

Agreement

Hard Fork   has the meaning set forth in Article 14.6. of this
                                          Agreement

Identification data   define the meaning given in Article 3.1.1. of this
                                          Agreement

New User's Deposit   has the meaning set forth in Article 12.3. of this
                                          Agreement

Partner   means a natural person – entrepreneur who has
                                          concluded a Partner Agreement with FUMBI, on
                                          the basis of which he/she provides FUMBI with
                                          services consisting in particular in intermediary
                                          and promotional activities aimed at promoting
                                          FUMBI's business activities, the registration of
                                          New Users on the Platform and the conclusion
                                          of new user agreements between FUMBI and
                                          New Users.

Partial Withdrawal   has the meaning as set out in Article 6.4. of this
                                          Agreement

Products   represent the meaning set forth in Article 1.2. of
                                          this Agreement

Profit   has the meaning given in Article 6.4. of this
                                          Agreement

Reward   has the meaning set forth in Article 12.3. of this
                                          Agreement

FUMBI NETWORK j.s.a. **|** Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network **|** BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Risk Assessment Policy

means the FUMBI procedure and rules to perform User Classification in accordance with the AML Act and the AML Directive

Services

have the meaning set forth in Article 1.1. of this Agreement

Suspension of the Provision of Services

has the meaning set out in Article 10.5. of this Agreement

Taxation

has the meaning set forth in Article 16.9. of this Agreement

The Agreement on the disposal of cryptoassets

has the meaning set out in Article 14.5. of this Agreement

The investment

has the meaning set out in Article 6.4. of this Agreement

The investment thesis

has the meaning given in Annex no. 2 of this Agreement

The minimum deposit

has the meaning set out in Article 5.5. of this Agreement

The New User

has the meaning given in Article 12.2. of this Agreement

The reference system

has the meaning given in Article 12.1. of this Agreement

The request for the Cancellation of Custody

has the meaning set forth in Article 6.5. of this Agreement

Two-Factor Authorization

has the meaning set forth in Section 3.6. of this Agreement

Transfer	has the meaning set forth in Article 6.5. of this Agreement
Termination	has the meaning set forth in Article 10 of this Agreement
User	means a person who is interested in the provision of Services by FUMBI under this Agreement and has entered into this Agreement with FUMBI
Working day	means any day except Saturday and Sunday, bank holidays or public holidays in the Slovak Republic

Annex No. 2

FUMBI Portfolio Products
FUMBI INDEX PORTFOLIO

FUMBI Index Portfolio represents a Product within which the User is provided with a combination of Conversion Services, Consulting Services and Custody Services in relation to a portfolio of selected cryptoassets, which is managed and rebalanced using a FUMBI-developed algorithm (hereinafter "**FUMBI Index Portfolio**")

1. **Composition of the FUMBI Portfolio Index**

    When composing the FUMBI Portfolio Index, FUMBI relies on formal criteria and fundamental criteria.

    The basis for determining the formal criteria for the composition of the FUMBI Index Portfolio is the liquidity and market share of cryptoassets in particular.

    The fundamental criteria for the composition of the FUMBI Index Portfolio are namely:

    a) application use of the given cryptoasset (*use case*);
    b) network activity of the given cryptoasset;
    c) the absence of signs indicating that the given cryptoasset is associated with unfair trading practices, price manipulation through the *so-called pump &* dump schemes, multi-level marketing or other unethical practices.

    Composition of the FUMBI Index Portfolio is determined by FUMBI on the basis of formal and fundamental criteria according to **the current FUMBI investment thesis (hereinafter referred to as the "Investment Thesis**"). The investment thesis is available to the User on the Platform.

    Should any risk associated with a cryptoasset contained in the FUMBI Index Portfolio be identified, FUMBI reserves the right to modify the composition of the FUMBI Index Portfolio by excluding a cryptoasset previously contained within the FUMBI Index Portfolio. This particularly concerns risks associated with limiting cryptoassets, liquidity, illegal activities related to the cryptoassets, or other undesirable phenomena. FUMBI reserves the right to make changes to the composition of the FUMBI Index Portfolio in this regard and to handle the assets of the User to a necessary degree.

2. **FUMBI Algorithm**

    The FUMBI algorithm is a network process operated by FUMBI, the aim of which is to approach the value of their appreciation by professional trading instruments, in particular swaps, options, or other derivatives (hereinafter referred to as "**FUMBI Algorithm")** by valuing the Deposit.

    The FUMBI Algorithm considers mainly the following elements:

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

a) determination of weights;
b) rebalancing.

Determination of weights

FUMBI algorithmically determines the ideal weights of the current composition of the FUMBI Portfolio Index with respect to the Product's target every 15 (in words: fifteen) minutes.

Rebalancing

Rebalancing includes the purchase and sale of cryptoassets between FUMBI and third parties, as well as between FUMBI and the User in the form of virtual *swaps*.

Rebalancing is carried out at a frequency in accordance with the terms of the Agreement, typically on a daily basis. The rebalancing function is activated by default when using the FUMBI Index Portfolio, however, the User has the option to deactivate the rebalancing function at any time on his/her own in the FUMBI Platform interface and to reactivate it again at any time.

In order to ensure a higher level of liquidity, improve rebalancing procedures as well as speed up virtual *swaps*, the FUMBI Index Portfolio may also temporarily include an FMBS Token issued by FUMBI linked to the value of the Euro, in a variable range of 0 - 2% of the FUMBI Index Portfolio.

3. **Take Profit function for FUMBI Index Portfolio**

Within the FUMBI Index Portfolio Product, the User has the possibility to use the "Take Profit" function (hereinafter referred to as "**Take Profit for FUMBI Index Portfolio**"), which allows the User to set in the FUMBI Platform interface a future higher portfolio value (hereinafter referred to as the "**Set Higher FUMBI Index Portfolio Value**"), upon reaching which an automatic sale of the cryptoassets held in the FUMBI Index Portfolio Product will take place, i.e. an automatic Withdrawal to the User's FUMBI Credit. The Set Higher FUMBI Index Portfolio value must be at least 4 % higher than the current value of the User's portfolio in the FUMBI Index Portfolio Product at the time of activation of the Take Profit function for the FUMBI Index Portfolio.

When activating the Take Profit for FUMBI Index Portfolio, the User shall also determine how much of the value of his/her Portfolio shall be automatically sold when the Set Higher FUMBI Index Portfolio Value is reached (hereinafter referred to as the "**Specified Amount for the FUMBI Index Portfolio**"), whereby the minimum amount of the automatic Partial Withdrawal when using the Take Profit function for FUMBI Index Portfolio shall be EUR 50,-.

In case the User makes a Partial Withdrawal from the FUMBI Index Portfolio Product after enabling the Take Profit function for the FUMBI Index Portfolio, the Take Profit function for the FUMBI Index Portfolio will be automatically disabled after making the Partial Withdrawal. In case the User makes an Additional Deposit into the FUMBI

FUMBI NETWORK j.s.a. **|** Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network **|** BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Index Portfolio Product after enabling the Take Profit function for the FUMBI Index Portfolio, the Take Profit function for the FUMBI Index Portfolio will be automatically disabled after the Additional Deposit is made. The User has the option to switch the Take Profit feature for FUMBI Index Portfolio off and on again with new parameters at any time on his/her own.

4. **Stop Loss function for FUMBI Index Portfolio**

Within the FUMBI Index Portfolio Product, the User has the possibility to use the "Stop Loss" function (hereinafter referred to as "**Stop Loss for FUMBI Index Portfolio**"), which allows the User to set in the FUMBI Platform interface a specified lower future value of the portfolio (hereinafter referred to as the "**Set Lower FUMBI Index Portfolio Value**"), upon reaching which an automatic sale of crypto-assets held in the FUMBI Index Portfolio product will take place, i.e. an automatic Withdrawal to the User's FUMBI Credit. The Set Lower FUMBI Index Portfolio Value must be at least 4 % lower than the current value of the User's portfolio in the FUMBI Index Portfolio Product at the time of activation of the Stop Loss function for the FUMBI Index Portfolio.

When activating the Stop Loss for the FUMBI Index Portfolio, the User shall also determine the amount of the value of his/her Portfolio to be automatically sold when the Set Lower FUMBI Index Portfolio Value is reached (Specified Amount for the FUMBI Index Portfolio), whereby the minimum amount of the automatic Partial Withdrawal when using the Stop Loss function for FUMBI Index Portfolio shall be EUR 50,-.

In the event that the User makes a Partial Withdrawal from the FUMBI Index Portfolio Product after activating the Stop Loss for FUMBI Index Portfolio, the Stop Loss for FUMBI Index Portfolio function will be automatically deactivated after the Partial Withdrawal has been made. In case the User makes an Additional Deposit into the FUMBI Index Portfolio Product after enabling the Stop Loss for FUMBI Index Portfolio, the Stop Loss for FUMBI Index Portfolio will be automatically disabled after making the Additional Deposit. The User has the option to switch the Stop Loss for FUMBI Index Portfolio off and back on again with new parameters at any time on his/her own.

BITCOIN AND GOLD

Bitcoin and Gold is a Product containing a combination of Conversion, Consulting and Custody Services solely in relation to the bitcoin cryptoassets (BTC) and the PAX Gold cryptoassets (PAXG), the value of which is covered by the value of one troy ounce of gold (hereinafter only "**FUMBI Bitcoin and Gold**"). FUMBI Bitcoin and Gold is a Product suitable mostly for conservative Users who are interested in investing in verified assets representing mainly protection against inflation.

Bitcoin and Gold is a portfolio with a value divided between the cryptoassets contained in it in a ratio of 50:50. FUMBI Bitcoin and Gold is typically rebalanced on a daily basis, but at least once in a month, so that the value of cryptoassets in EUR corresponds to a ratio of 50:50.

In relation to the ownership of the cryptoassets PAX Gold (PAXG), the User, as the owner of the given cryptoassets, is entitled to request its conversion into physical gold from the issuer of the given cryptoasset - Paxos Trust Company, LLC. In connection with the provision of the FUMBI Bitcoin and Gold Product, FUMBI would like to emphasize that the conversion of the PAX Gold (PAXG) cryptoasset does not fall within FUMBI's competence due to the fact that FUMBI is neither the issuer of the given cryptoasset nor Paxos' Trust Company, LLC, which is the issuer of the cryptoasset PAX Gold (PAXG). Therefore, pursuant to the terms of the Agreement, the User is obliged to contact the issuer directly after the processing of Request for Withdrawal in order to convert the PAX Gold cryptoasset (PAXG) to the relevant amount of physical gold.

1. **Take Profit function for FUMBI Bitcoin and Gold**

   Within the FUMBI Bitcoin and Gold Product, the User has the possibility to use the "Take Profit" function (hereinafter referred to as "**Take Profit for FUMBI Bitcoin and Gold**"), which allows the User to set in the FUMBI Platform interface a future higher portfolio value (hereinafter referred to as the "**Set Higher FUMBI Bitcoin and Gold Value**"), upon reaching which an automatic sale of the cryptoassets held in the FUMBI Bitcoin and Gold Product will take place, i.e. an automatic Withdrawal to the User's FUMBI Credit. The Set Higher FUMBI Bitcoin and Gold value must be at least 4 % higher than the current value of the User's portfolio in the FUMBI Bitcoin and Gold Product at the time of activation of the Take Profit function for the FUMBI Bitcoin and Gold.

   When activating the Take Profit for FUMBI Bitcoin and Gold, the User shall also determine how much of the value of his/her Portfolio shall be automatically sold when the Set Higher FUMBI Bitcoin and Gold Value is reached (hereinafter referred to as the "**Specified Amount for the FUMBI Bitcoin and Gold** "), whereby the minimum amount of the automatic Partial Withdrawal when using the Take Profit function for FUMBI Bitcoin and Gold shall be EUR 50,-.

   In case the User makes a Partial Withdrawal from the FUMBI Bitcoin and Gold Product after enabling the Take Profit function for the FUMBI Bitcoin and Gold, the Take Profit function for the FUMBI Bitcoin and Gold will be automatically disabled after making the Partial Withdrawal. In case the User makes an Additional Deposit into the FUMBI Bitcoin and Gold Product after enabling the Take Profit function for the FUMBI Bitcoin and Gold, the Take Profit function for the FUMBI Bitcoin and Gold will be automatically disabled after the Additional Deposit is made. The User has the option to switch the Take Profit feature for FUMBI Bitcoin and Gold off and on again with new parameters at any time on his/her own.

2. **Stop Loss function for FUMBI Bitcoin and Gold**

   Within the FUMBI Bitcoin and Gold Product, the User has the possibility to use the "Stop Loss" function (hereinafter referred to as "**Stop Loss for FUMBI Bitcoin and Gold**"), which allows the User to set in the FUMBI Platform interface a specified lower future value of the portfolio (hereinafter referred to as the "**Set Lower FUMBI Bitcoin and Gold Value**"), upon reaching which an automatic sale of crypto-assets held in the FUMBI Bitcoin and Gold product will take place, i.e. an automatic Withdrawal to the User's FUMBI Credit. The Set Lower FUMBI Bitcoin and Gold Value must be at least 4 % lower than the current value of the User's portfolio in the FUMBI Bitcoin and Gold Product at the time of activation of the Stop Loss function for the FUMBI Bitcoin and Gold.

When activating the Stop Loss for the FUMBI Bitcoin and Gold, the User shall also determine the amount of the value of his/her Portfolio to be automatically sold when the Set Lower FUMBI Bitcoin and Gold Value is reached (Specified Amount for the FUMBI Bitcoin and Gold), whereby the minimum amount of the automatic Partial Withdrawal when using the Stop Loss function for FUMBI Bitcoin and Gold shall be EUR 50,-.

In the event that the User makes a Partial Withdrawal from the FUMBI Bitcoin and Gold Product after activating the Stop Loss for FUMBI Bitcoin and Gold, the Stop Loss for FUMBI Bitcoin and Gold function will be automatically deactivated after the Partial Withdrawal has been made. In case the User makes an Additional Deposit into the FUMBI Bitcoin and Gold Product after enabling the Stop Loss for FUMBI Bitcoin and Gold, the Stop Loss for FUMBI Bitcoin and Gold will be automatically disabled after making the Additional Deposit. The User has the option to switch the Stop Loss for FUMBI Bitcoin and Gold off and back on again with new parameters at any time on his/her own.

STAKING PORTFOLIO

Cryptoassets which make use of the *Proof of Stake (PoS)* mechanism in order to guarantee the functionality of their blockchains allow their owners to receive additional income in the form of native cryptoassets through a process called *staking and market making*. A complex portfolio of cryptoassets, which allow their Users to receive additional income via the cryptoassets in question, decreases the risk associated with investing in a single cryptoasset and procures an attractive balance between the risks associated with investing in cryptoassets and the rewards gained from the diversification of assets, lessening of risk and rewards from *staking and market making*.

The User Staking is comprised of 5 to 15 different cryptoassets with a variable weight in the composition of the portfolio, which allow the Users to receive an income of 5 – 7 % p.a. in the form of staking rewards and market making rewards in the area of DeFi.

By investing in the product User Staking, the Users entrusts FUMBI with securing all the necessary technical and other steps involved in securing and using cryptoassets for the purpose of *staking and market making*. FUMBI is entitled to make changes to the composition of the FUMBI Staking Portfolio and consequently handle the User's funds to a necessary degree.

ADVANCED PORTFOLIOS

Advanced Portfolios is a Product designed for more sophisticated cryptoasset investors, which includes the provision of a combination of Currency Exchange Services, Advisory Services and Custody Services. Within the Advanced Portfolios, Users have the option to select from one of the sample portfolios with specific investment or sector theses and associated risk settings, or the option to create their own portfolio from the available cryptoassets.

The purpose of this Product is to provide Users with a wider choice of portfolio products as well as the scope for a freer choice of investable assets.

Sample Advanced Portfolios and their composition are provided in the FUMBI Platform interface. The composition and representation of individual assets may be subject to

changes made by FUMBI in the course of providing Advisory Services under this Agreement.

The assets in the pre-defined portfolios and their weights are updated on a quarterly basis.

In addition to the pre-defined sample portfolios, Users can use the option to create their own portfolio from the assets listed in the FUMBI Platform interface, whereby Users have the option to choose the number of assets in the portfolio, their weights, as well as the frequency of rebalancing of their own portfolio, including the option to turn off rebalancing altogether.

In addition to fundamental analysis, the following formal criteria are taken into account for classifying assets into the Advanced Portfolios product and constructing individual sample portfolios:

● Market capitalization of the crypto asset in the TOP 100;

● daily trading volume of the cryptoasset of at least EUR 5 million;

● exchange trading volume of the crypto-asset of at least EUR 2 million.

FUMBI reserves the right, in the event of the occurrence of extraordinary negative circumstances that may have a material impact on the value of the cryptoassets contained in the Advanced Portfolios, to delist the cryptoassets exposed to such risk, to redeem them and to distribute the realized value pro rata among the other assets in the portfolio in question.

Custom represents a FUMBI Product, a combination of Conversion Services and Custody Services in relation to a cryptoasset or cryptoassets within a special offer available in the Account (hereinafter referred to as "**FUMBI Custom**").

Within the FUMBI Custom, the User has the option to choose from all cryptoassets that are currently supported and available within the FUMBI offering for that Product. The list of available cryptoassets may be updated from time to time at FUMBI's discretion, with the current list being available to the User through their Account. FUMBI does not guarantee the continued availability of any particular Crypto Asset under the FUMBI Custom Product.

1. Take Profit function

Within the FUMBI Custom, the User has the possibility to use the "Take Profit" function (hereinafter referred to as "**Take Profit**"), which allows the User to set a price for cryptoassets in the FUMBI Platform interface (hereinafter referred to as "**Set Price**"), upon reaching which the automatic sale of the User's cryptoassets held in the FUMBI Custom product will be realized, i.e. the automatic Withdrawal to the User's FUMBI Credit. The Set Price must be at least 4% higher than the current price of the User's cryptoassets held in the FUMBI Custom product at the time of activation of the Take Profit function.

The User shall also determine the exact amount of his Cryptoassets from the Custom to be automatically sold when the Set Price is reached ("**Set Amount**"), subject to a minimum automatic Partial Withdrawal amount of EUR 25,- when using the Take Profit function when activating the Take Profit function.

If the User executes a Partial Withdrawal from the FUMBI Custom product after activating the Take Profit function, the Take Profit feature will remain active until the amount of crypto-assets falls below the Set Amount as a result of the Partial Withdrawal, i.e. falls below the threshold at which it would not be possible to execute the set order. However, if a Withdrawal or a Partial Withdrawal causes the amount of cryptoassets to fall below the Set Amount, the Take Profit function is automatically deactivated.

An additional Deposit to FUMBI Custom will not automatically turn off the Take Profit function.

The User has the possibility to switch the Take Profit function off and on again at any time with new parameters.

FUMBI NETWORK j.s.a. **|** Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network **|** BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

2. Stop Loss function

Within the FUMBI Custom, the User has the possibility to use the "Stop Loss" function (hereinafter referred to as "**Stop Loss**"), which allows the User to set in the FUMBI Platform interface a Set Price of cryptoassets, upon a drop to which an automatic sale of the User's cryptoassets held in the FUMBI Custom product, i.e. an automatic Withdrawal to the User's FUMBI Credit, will be executed. The Set Price must be at least 4% lower than the current price of the User's cryptoassets held in the FUMBI Custom product at the time the Stop Loss function is activated.

When activating the Stop Loss function, the User also determines the exact amount of his Cryptoassets from the FUMBI Custom to be automatically sold when the Set Price is reached (Set Amount), the minimum amount of the automatic Partial Withdrawal when using the Stop Loss function being EUR 25,-.

If the User makes a Partial Withdrawal from the FUMBI Custom product after enabling the Stop Loss function, the Stop Loss function will remain active until the amount of cryptoassets falls below the Set Amount as a result of the Partial Withdrawal, i.e. falls below the threshold at which the set order could not be executed. However, if a Withdrawal or a Partial Withdrawal causes the amount of cryptoassets to fall below the Set Amount, the Stop Loss function will be automatically deactivated.

An additional Deposit to FUMBI Custom will not automatically turn off the Stop Loss function.

The User has the option to turn the Stop Loss function off and on again with new parameters at any time.

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Custody is a Product designed exclusively to provide the cryptoasset Custody Services for the user, in terms of the Agreement, i.e., particularly by using the *Fireblocks* service, cryptoasset paper wallets and other *cold storage* solutions, their combinations or a combination of these solutions together with physical storage in safes controlled by FUMBI, through authenticated and secure portals of providers providing cryptoasset exchange services, cryptoasset wallets or similar services associated with cryptoassets or by means of a special User's address created for these purposes (hereinafter referred to as "**FUMBI Custody**").

Should a special User's address for the purposes of FUMBI Custody (hereinafter referred to as the **"Dedicated Wallet"**) be established, the User has the option to check the Dedicated Wallet and its contents directly on the blockchain.

FUMBI Custody is available for Users in terms of conditions specified in the Price List.

The FUMBI Custody Product may include:

- the possibility of setting up a Dedicated Wallet;
- the ability to audit a Dedicated Wallet;
- securing the private keys of User's cryptoassets at the institutional level - through the *Fireblocks service*;
- direct connection for consultations from 10:00 a.m. until 17:00 p.m. on business days;
- fixed determination of the address for the purpose of receiving cryptoassets in order to ensure the highest level of security of cryptoassets, i.e., *whitelist address.*

.

FUMBI NETWORK j.s.a. **|** Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network **|** BIN: 52005895 **|** TAX ID: 2120874349 **|** VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Annex No. 5

Employee Program

1. Introductory provisions

The Employee Program is a Product through which the User, who is an employer within the meaning of Act No. 311/2001 Coll., the Labour Code, as amended (hereinafter referred to as the "Employer"), can provide its employees with an interesting benefit in the form of regular investment of an agreed part of their salary in crypto-assets, or their use for savings purposes. For this purpose, the Employer shall enter into written payroll deduction agreements with selected interested employees, pursuant to which the Employer shall make regular monthly deductions of a portion of the wages of the respective employees in favour of FUMBI for the purpose of acquisition of virtual currencies by such employees on the basis of conversion of the deducted portion of their wages into virtual currencies and provision of related Services by FUMBI.

This part of the Agreement shall apply only to such Employer who is duly registered on the Platform (with a so-called Full Registration) and has a full FUMBI Account; an Employer with a so-called Basic Registration which does not allow him to avail of any FUMBI Services other than the Employee Program may agree to provide the Employee Program Services by a separate agreement with FUMBI.

2. Employees involved

An Employer who confirms in the Platform Interface that it is interested in using the Employee Program Product hereby agrees by its manifestation that it will periodically send to the relevant FUMBI Bank Account specified in the Platform Interface funds corresponding to the individually agreed payroll deductions of the Employer's employees who have voluntarily entered into individual payroll deduction agreements with the Employer for this purpose (hereinafter referred to as "Participating Employees").

It is a prerequisite for the provision of the Employee Program in relation to specific Participating Employees of the Employer that each Participating Employee becomes an independent User, i.e. that he/she has created his/her own FUMBI Account with FUMBI, that he/she has entered into his/her own User Agreement with FUMBI, and that he/she has chosen in the Platform Interface in favour of which Product(s) his/her Deposits are to be used.

FUMBI agrees to provide the Exchange Services to the Participating Employees consisting of converting the corresponding portion of the funds received from the Employer using the Employee Program into virtual currencies and crediting the same to the FUMBI Accounts of the individual Participating Employees in the manner and within the timeframes set forth in this Exhibit to the Agreement and in the User Agreements entered into between the individual Participating Employees and FUMBI.

Deductions made by the Employer and credited to the FUMBI Bank Account shall constitute Deposits in favour of the Product selected by the particular Participating Employee and shall be credited to the Participating Employee in accordance with the terms of the User Agreement. A Deposit made by way of deduction from the salary of a

FUMBI NETWORK j.s.a. | Suché mýto 6, 811 03 Bratislava - mestská časť Staré Mesto
info@fumbi.network | BIN: 52005895 | TAX ID: 2120874349 | VAT ID: SK2120874349
Registration: Business Register of the City Court Bratislava III, Section: Sja, Insert No.: 57/B
www.fumbi.network

Participating Employee shall be subject to the minimum deposit requirement as per the applicable Pricing Schedule in the same manner as a regular Deposit.

3. Aggregate Payment and Monthly Deduction Schedule

The Employer agrees to make deductions in accordance with the terms and conditions agreed in the individual payroll deduction agreements it has entered into with the Participating Employees and to send the funds deducted from the Participating Employees' wages to the relevant FUMBI Bank Account specified for this purpose in the Platform Interface in a single aggregate payment (the "Aggregate Payment"), on a regular monthly basis, no later than 20. day of the calendar month with the payment identification in the format RRMMID (where RR represents the designation of the last two digits of the year and MM represents the designation of the calendar month for which the Aggregate Payment is being made and ID represents the FUMBI ID of the Employer).

No later than together with the submission of the Agregate Payment for the relevant calendar month, the Employer shall send to FUMBI a summary electronic breakdown of all payroll deductions made in the relevant calendar month by the Participating Employee to be converted by FUMBI into virtual currencies under the Products selected by each Participating Employee, in an encrypted, tamper-proof format, which shall include, but not be limited to, the following:
a.   The names and surnames of each Participating Employee;
b. the amounts withheld from each Participating Employee's wages in the relevant calendar month;
c.   the FUMBI account identification details of the individual Participating Employees for whose benefit the conversion of the withheld funds into virtual currencies or other FUMBI Services are to be provided, as the case may be;
d. the total amount of funds withheld from all Participating Employees of the Employer in the relevant calendar month
("Monthly Deduction Schedule").

In the event that the amount of the Aggregate Payment credited to FUMBI's Bank Account does not agree with the total amount of funds withheld from the wages of all Participating Employees of the Employer as shown on the Monthly Withholding Schedule, FUMBI:
a.   Shall be entitled to reject and, within 3 business days, return the Agregate Payment received for the calendar month in question back to the Employer's account from which the Aggregate Payment was paid,
b. shall not be obligated to provide Services to Participating Employees in respect of the Aggregate Payment received (whereby such failure to provide shall not be deemed a breach or default by FUMBI under this Agreement or the Participating Employee's User Agreement); and
c.   is required to notify the Employer within the time specified above of the rejection of the Aggregate Payment and the failure to provide the Service for the reasons specified above. FUMBI shall provide the Services only upon receipt of a new, corrected Monthly Deduction Schedule or upon receipt of a new Aggregate Payment such that the amount of the Aggregate Payment credited to FUMBI's Bank Account corresponds to the total amount of funds withheld by the Participating Employee from the Employer in the applicable calendar month pursuant to the Monthly Deduction Schedule.

If the Monthly Deduction Schedule received by FUMBI contains discrepancies other than the discrepant information referred to in the preceding paragraph, as a result of which the

proper and timely provision of the Services cannot be ensured, including, but not limited to, discrepancies relating to the amount of funds withheld from an individual Participating Employee, the Participating Employee's identifying information, or the FUMBI account identifying information of the Participating Employee in question, FUMBI shall notify the Employer of the discrepancies identified within 3 business days. In this regard, FUMBI shall be entitled to defer the provision of Services to the Concerned Involved Employee until receipt of a corrected Monthly Deduction Schedule, based on which proper provision of Services can be ensured. The period during which the provision of Services had to be delayed for reasons other than on the part of FUMBI shall be extended by the period for provision of Services.

The use of the Employee Program services is free of charge to the Employer. Any charges for Services provided by FUMBI to individual Participating Employees will be borne by the Participating Employees, in accordance with the terms and conditions agreed in the respective User Agreements.

4. Privacy Policy

FUMBI and the Employer acknowledge that as part of their cooperation in the provision of the Employee Program Service, the personal data of the Employer's Participating Employees will be processed. FUMBI undertakes to process the personal data of the Participating Employees provided by the Employer solely for the purpose of performing its obligations under this Annex to the Agreement and providing the Employee Program Service and solely to the extent specified in the Employer's instructions, in accordance with Act No. 18/2018 Coll. on the protection of personal data and on amending and supplementing certain laws, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the FUMBI Privacy Policy, for a maximum period of time during the term of this Contract, or for the term of the User Agreement concluded between the concerned Engaged Employee and FUMBI.