General Terms and Conditions
of ASSETERA Digital Assets GmbH

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ASSETERA Digital Assets GmbH, with its registered office in Vienna and its business address at Rotenturmstrasse 13/7, 1010 Vienna, registered in the Commercial Register of the Regional Court of Wiener Neustadt under FN 567044p (hereinafter also referred to as **ASSETERA Digital Assets**, operates the **ASSETERA Platform** in Austria as a web application (https://assetera.com/). On the ASSETERA Platform, visitors can find out about the services offered and - after registering as a user and going through a Customer identification process (cf. Art. 1 lit. s of these GTC) - use various types of services, buy, sell, or exchange cryptocurrencies for other cryptocurrencies or fiat money, and, if desired, order the custody of cryptocurrencies.

The competent supervisory authority for ASSETERA Digital Assets is the Financial Market Authority (FMA), Otto-Wagner-Platz 5, 1090 Vienna.

Gender note: For reasons of better readability, gender-neutral differentiation is not used in the General Terms and Conditions. The abbreviated form of language is for editorial reasons only and does not imply any valuation.

SECTION I
SCOPE OF APPLICATION

Article 1
Definitions

For purposes of these Terms and Conditions, the following definitions[1] apply in addition to the terms defined in the text:

a. **GTC**: These General Terms and Conditions including pre-contractual information, which ASSETERA Digital Assets shall make available to Customers for storage on a permanent data carrier prior to their application and which are available at the URL:

   https://assetera.com/de/pages/corporate-governance

b. **ASSETERA Systems**: Comprises the ASSETERA Platform operated by ASSETERA Digital Assets, which is available as a web application (https://assetera.com), and the ASSETERA Marketplace operated by ASSETERA GmbH, which is also available as a web application, as well as the respective technical interfaces of the platforms or applications.

c. **Key- and Risk information**: The key- and risk information of ASSETERA Digital Assets, the current version of which can be downloaded from the URL:

   https://assetera.com/de/pages/corporate-governance

d. **Visitor**: Any visitor to the ASSETERA Digital Assets website who has neither registered nor gone through the Customer Identification process (cf. definition in Art. 1 lit. s of these GTC).

e. **Crypto Wallet**: Serves for the safekeeping of cryptocurrencies owned by Customers or acquired or exchanged by Customers. ASSETERA Digital Assets provides each

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[1] These are equally applicable to the singular and plural forms, respectively.

Customer with its own Crypto Wallet and corresponding sub-wallets for the safekeeping of the various cryptocurrencies. Custody on the blockchain is carried out with the help of the technical infrastructure of a service provider specializing in custody services.

f.   **Customer Wallet**: A wallet in which the Customer stores his own cryptocurrencies and/or his own security tokens on his own responsibility.

g.   **Fiat Money**: Designates all legal means of payment. Within the scope of ASSETERA Digital Assets services, the currency EUR can be used as Fiat Money. Other currencies will be available at a later date.

h.   **Transaction**: A contract between ASSETERA Digital Assets and the Customer for the purchase, sale, or exchange into other cryptocurrencies or into fiat money, which is concluded in accordance with Art. 9 of these GTCs.

i.   **Indicative Price**: The price for a cryptocurrency determined by ASSETERA Digital Assets based on the price, fees, and execution probability of the transaction in its reasonable discretion, considering the current market situation, and at which ASSETERA Digital Assets is willing to conclude a transaction. The Indicative Price does not constitute a binding contractual offer to the Customer.

j.   **Crypto Assets**: The cryptocurrencies held in the Customer's Crypto Wallet, plus the cryptocurrencies purchased by the Customer but not yet transferred to its Crypto Wallet, and minus the cryptocurrencies sold by the Customer but not yet transferred out of the Crypto Wallet.

k.   **Cryptocurrency**: Any virtual currency according to Art. 2 Z 21 FM-GwG[2]. The cryptocurrencies currently listed and displayed by ASSETERA Digital Assets can be traded on the ASSETERA Platform.

l.   **Customer**: Any registered user of the ASSETERA Platform who has successfully completed the Customer Identification process (cf. definition in Art. 1 lit. s of these GTC) and intends to enter or has entered into a contractual relationship with ASSETERA Digital Assets for the provision of services relating to cryptocurrencies.

m.   **Customer Profile**: Means the Customer account that Customers create by registering on the ASSETERA Platform.

n.   **User**: Any visitor to the ASSETERA Platform who registers but has not yet successfully completed the Customer Identification process.

o.   **Reference Account**: Means the bank account to be disclosed by the Customer to ASSETERA Digital Assets, which is held in the name and for the account of the Customer and to which the Fiat Money is to be transferred by ASSETERA Digital Assets according to the Customer's instructions. Only one Reference Account can be assigned to each Customer. The Reference Account must currently be held in the currency EUR.

p.   **Transfer**: The transfer of cryptocurrencies either directly on the blockchain from a blockchain address of the sender to a blockchain address of the recipient or, at the sender's option, the procurement of a claim against a third party for the transfer of the corresponding amount of cryptocurrencies to a blockchain address of the recipient.

q.   **Custody**: The safekeeping of cryptocurrencies in the name and for the account of the Customer by ASSETERA Digital Assets by means of the custody technology used.

r.   **Self-Custody**: The Customer's own decentralized safekeeping of the private cryptographic keys of the Customer Wallet.

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[2] Austrian Financial Market Money Laundering Act (Finanzmarkt-Geldwäschegesetz [FM-GwG])

s. **Customer Identification**: Part of the process for integrating new Customers, which includes the due diligence obligations that ASSETERA Digital Assets must fulfill in accordance with the FM-GwG[2] and related legal acts. An essential component is the establishment and verification of the identity of Customers.

Article 2
Validity of the GTC

1. These GTC apply to the entire business relationship between ASSETERA Digital Assets and the Customer, unless expressly agreed otherwise in writing. The scope of these GTC includes, in particular, contracts between ASSETERA Digital Assets and the Customer that involve the provision of services relating to cryptocurrencies (cf. services according to Art. 4 para. 1 of these GTC) by means of ASSETERA Systems against payment.

2. The GTC are prepared and published in German and in English. In case of dispute and in case of deviations, the German version of the GTC shall prevail.

3. The Customer declares his consent that the GTC will also form the basis of all further contracts with ASSETERA Digital Assets, unless otherwise agreed.

4. These GTC shall continue to apply after termination of the business relationship pursuant to Art. 15 of these GTC until complete settlement.

5. ASSETERA Digital Assets also offers services in cooperation with third parties, in particular ASSETERA GmbH, a licensed investment firm authorized to provide the financial services of investment advice, portfolio management and the acceptance and transmission of orders. For services provided by ASSETERA GmbH and other third-party providers, their general terms and conditions may apply in addition to these GTC.

6. ASSETERA Digital Assets only offers services to persons of legal age. ASSETERA Digital Assets also expressly points out that Customers can only conduct business in their own name and for their own account. ASSETERA Digital Assets also expressly points out that Customers must disclose existing fiduciary relationships to ASSETERA without delay.

Article 3
Amendment of the GTC

1. If a legal relationship exists between ASSETERA Digital Assets and the Customer for an indefinite period of time, ASSETERA Digital Assets is entitled to amend the GTC in accordance with this provision.

2. ASSETERA Digital Assets shall notify the Customer of changes to the GTC that neither increase existing fees nor introduce new fees in accordance with this paragraph. The amended terms and conditions shall become effective if the Customer does not object in writing within six weeks of notification. Notification of the Customer of the amendment to the GTC can be made via any means of communication whose use is agreed between ASSETERA Digital Assets and the Customer. ASSETERA Digital Assets shall inform the Customer together with the notification that his silence after the expiration of six weeks shall be considered as consent to the amendment of the GTC.

3. The Customer is entitled to terminate the agreement with ASSETERA Digital Assets with immediate effect before such changes come into effect, without the need to comply with any agreed termination dates or periods and without incurring any costs for such termination.

4. ASSETERA Digital Assets shall notify the Customer of any changes to the GTC that introduce new fees or increase existing fees. With the notification, ASSETERA Digital Assets will request the Customer to declare in writing within six weeks whether he agrees to the

changed fees or not. If the Customer does not agree, the contract shall be deemed terminated upon expiry of the six-week period.

Article 4
Services covered

1. The GTC apply to the following types of services related to cryptocurrencies:

   a. Services pursuant to Art. 2 no. 22 lit. a FM-GwG[2] for securing private cryptographic keys in order to hold, store and transfer cryptocurrencies on behalf of a Customer (**Wallet Services**);

   b. The exchange of cryptocurrencies into Fiat Money and vice versa pursuant to Art. 2 no. 22 lit. b FM-GwG[2] (**Exchange Services**);

   c. The exchange of one or more cryptocurrencies among themselves pursuant to Art. 2 fig. 22 lit. c FM-GwG[2] (**Crypto Exchange Services**); and

   d. The transfer of virtual currencies pursuant to Art. 2 fig. 22 lit. d FM-GwG[2] (**Crypto Transfer Services**).

2. ASSETERA Digital Assets' offer is aimed exclusively at well-informed and experienced Customers who have a high willingness and understanding of risk and are financially capable of bearing losses - up to and including total loss.

3. ASSETERA Digital Assets does not check whether the services described in para. 1 are personally appropriate for Customers, and in particular whether they correspond to their knowledge and experience. If the Customer does not meet the requirements described in para. 2, he should refrain from trading with cryptocurrencies or from concluding a contract. If these requirements are no longer met by a Customer during the contractual relationship, the Customer is obligated to inform ASSETERA Digital Assets immediately.

4. ASSETERA Digital Assets points out that the services of ASSETERA Digital Assets described under para. 1 relate to cryptocurrencies, which are subject to special risks with regard to their specific characteristics or the operations to be carried out, and whose price fluctuations are subject to the free market, over which neither ASSETERA Digital Assets nor the Customer as seller or buyer have any influence. Cryptocurrencies are highly speculative, complex, and trading involves significant risks to the capital invested. Furthermore, ASSETERA Digital Assets draws attention to the fact that past returns or increases in the value of a product are no indicator of future returns or increases in value. Detailed information can be found in the Key and Risk Information (see Art. 1 lit. c of these GTC).

5. ASSETERA Digital Assets is not authorized to accept and manage deposits as defined by § 1 Z 1 BWG[3].

SECTION II
ASSETERA PLATFORM

Article 5
Access to the ASSETERA Platform

1. Visitors to the ASSETERA Platform must register as Users in order to obtain information about the services offered by ASSETERA Digital Assets in relation to cryptocurrencies and to make use of other services offered by ASSETERA Digital Assets. Logging in and

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[3] Austrian Banking Act (Bankwesengesetz [BWG])

registering as a User on the ASSETERA Platform using different email addresses is not permitted. Users may only register once on the ASSETERA Platform.

2. In order for Customers to sell cryptocurrencies on the ASSETERA Platform and exchange them for other cryptocurrencies or Fiat Money, they may need to prove that they own the cryptocurrencies in question and that they are authorized to sell the cryptocurrencies.

3. In order for Customers to be able to buy and sell cryptocurrencies on the ASSETERA Platform and exchange them for other cryptocurrencies or for Fiat Money, they must go through the process for integrating new Customers, including Customer Identification (cf. Art. 1 lit. s of these GTC), and complete it positively.

4. In order for Customers to purchase cryptocurrencies on the ASSETERA Platform, Fiat Money must be paid directly to ASSETERA Digital Assets GmbH via direct debit or credit card. All deposits are processed via external payment service providers in accordance with their T&Cs and transaction fees may apply. ASSETERA Digital Assets reserves the right to charge additional fees for certain deposit types.

5. In order for Customers to sell cryptocurrencies on the ASSETERA Platform and exchange them for other cryptocurrencies or Fiat Money, the Customer Wallet or Crypto Wallet must have the cryptocurrencies to be sold.

6. As part of the payment and purchase of cryptocurrencies with Fiat Money or the transfer of cryptocurrencies, ASSETERA Digital Assets may, if necessary, request additional information and evidence from the potential Customer, such as the origin of the deposited funds or transferred cryptocurrencies. If the Customer does not comply with these requests or does so inadequately, ASSETERA reserves the right to reject the Customer's order or to block cryptocurrencies already transferred in the Crypto Wallet.

7. Visitors who do not complete the new Customer onboarding process, including Customer Identification, or do not complete it positively, are only authorized to use ASSETERA Digital Assets' general services and may not use the services offered by ASSETERA Digital Assets related to cryptocurrencies. They cannot buy, sell, or exchange cryptocurrencies for other cryptocurrencies or Fiat Money. They also cannot have cryptocurrencies owned by them stored or transferred by ASSETERA Digital Assets in the Crypto Wallet. They only have limited "read-only" access to the ASSETERA Platform. ASSETERA Digital Assets reserves the right to completely revoke a User's access to ASSETERA Systems if the identification process has not been positively completed after 6 months from initial registration.

Article 6
Crypto Wallet

1. The cryptocurrencies purchased or exchanged by Customers can be held by ASSETERA Digital Assets in Crypto Wallets created in each case for the Customer and set up on the blockchain, with separate sub-wallets being maintained for each individual type of cryptocurrency (cf. Art. 11 of these GTC).

2. Customers may also transfer cryptocurrencies owned by them from externally managed Customer Wallets to the Crypto Wallet (cf. Art. 12 of these GTC).

3. The available balance of cryptocurrencies in the Crypto Wallet is displayed to the Customer in the Customer profile. Cryptocurrencies held in the Crypto Wallet for the Customer can subsequently be used to exchange for other cryptocurrencies or Fiat Money on the ASSETERA Platform.

4. Crypto Wallets can only be managed in the Customer's own name and for the Customer's own account (cf. Art. 2 para. 6 of these GTC).

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Article 7
Customer Wallet

1. Customers can also use a self-managed Customer Wallet to sell, exchange and buy cryptocurrencies.

2. The Customer Wallet must be connected to the Assetera Platform in advance.

3. Only one Customer Wallet per Customer can be connected to the Assetera Platform.

4. Upon connection of the Customer Wallet to the Assetera Platform and successful completion of the verification process by Assetera Digital Assets, it will be unlocked for use on the ASSETERA Platform.

Article 8
Self-Custody

1. When using a Customer Wallet (cf. Art. 1 lit. f and Art. 7 of these GTC) - in contrast to a Crypto Wallet (cf. Art. 1 lit. e of these GTC) - the Customer shall be responsible for the central storage of the private cryptographic keys (Private Keys) and shall do so at his own risk.

2. ASSETERA Digital Assets does not have access to the Customer's private cryptographic keys at any time with regard to the Customer Wallet. The Customer must therefore complete the signing process for each buy/sell/exchange transaction with the ASSETERA Platform by entering his Private Key.

3. In order to use the services of ASSETERA Digital Assets, the Customer Wallet must first be connected to the ASSETERA Platform (cf. Art. 7 para. 3 of these GTC). ASSETERA Digital Assets subjects the Customer Wallet to a check to prevent money laundering and terrorism financing. The Customer Wallet will only be activated for transactions on the ASSETERA Platform after positive completion of this check.

Article 9
Exchange Services and Crypto Exchange Services

1. The purchase, sale, and exchange of cryptocurrencies on the ASSETERA Platform is carried out exclusively in the manner described below.

2. ASSETERA Digital Assets offers Customers the opportunity to buy cryptocurrencies from ASSETERA Digital Assets, sell cryptocurrencies to ASSETERA Digital Assets, and exchange cryptocurrencies with ASSETERA Digital Assets, within the scope of availability via ASSETERA Systems, if the Customer has registered in accordance with Art. 5 of these GTC and has successfully completed the Customer Identification process.

3. ASSETERA Digital Assets points out that the user's Customer status only arises after successful completion of the Customer Identification process (cf. Art. 1 lit. l of these GTC).

4. ASSETERA Digital Assets is available to Customers as a seller, buyer, and exchange partner, provided that the Customer has paid the amount of Fiat Money required for the purchase of the respective cryptocurrency (direct debit or credit card) or has a balance of the corresponding cryptocurrency on the Customer Wallet or Crypto Wallet required for the sale or exchange.

5. The Customer first determines which cryptocurrency he wants to buy, sell, or exchange and in what amount.

6. The Customer may subsequently enter into a binding agreement with ASSETERA Digital Assets to buy, sell or exchange a cryptocurrency at a price offered by ASSETERA Digital Assets.

7. If a business request is rejected by ASSETERA Digital Assets, the purchase, sale, or exchange of the cryptocurrency will not take place.

8. When purchasing a cryptocurrency, the Customer must pay the agreed purchase price in advance to ASSETERA Digital Assets by direct debit or credit card payment. For this purpose, the payment is forwarded to an external payment service provider, which executes the transaction or payment.

9. In the event of a sale of cryptocurrencies, the proceeds of the sale in Fiat Money, less any expenses incurred, will be transferred to the Customer's Reference Account (cf. Art. 1 lit. o of these GTC). The bank transfer may take 1-3 days.

Article 10
Commissions

All conditions and costs in connection with the ASSETERA Digital Assets service are listed in Appendix ./1 Cost Information Sheet.

Article 11
Wallet Services

1. The cryptocurrencies owned by Customers that Customers transfer to the Crypto Wallet are held in custody by ASSETERA Digital Assets in the name and for the account of the Customers in the Crypto Wallet and corresponding sub-wallets. ASSETERA Digital Assets keeps the cryptocurrencies owned by Customers segregated in each case.

2. A separate custody agreement is to be concluded between the Customer and ASSETERA Digital Assets on the basis of these GTC. Only one custody agreement can be concluded for each Customer.

3. The contractual relationship comes into effect as soon as ASSETERA Digital Assets has notified the Customer of the successful completion of the complete registration process, including successful Customer Identification.

4. ASSETERA Digital Assets protects the cryptocurrencies stored for the Customer in the Crypto Wallet within an IT infrastructure according to the highest security standards.

5. The duration and the termination options are governed by Art. 15 of these GTCs.

Article 12
Crypto-Transfer Services

1. Customers may transfer cryptocurrencies owned by them from externally managed Customer Wallets to Crypto Wallets managed for them by ASSETERA Digital Assets, or transfer cryptocurrencies from their Crypto Wallet managed at ASSETERA Digital Assets to an externally managed Customer Wallet (**Crypto Transfer**).

2. This transfer is subject to a money laundering and sanctions law review of the externally managed Customer Wallet by ASSETERA Digital Assets. In the event of a negative result of the review, ASSETERA Digital Assets is entitled to refuse the transfer of the cryptocurrencies from the Customer's external wallet to the Crypto Wallet or from the latter to an external Customer Wallet.

3. If the Customer initiates the process for transferring cryptocurrencies to his Crypto Wallet at ASSETERA Digital Assets on the ASSETERA Platform, his Crypto Wallet address is displayed in the ASSETERA Systems. The Customer is then solely responsible for correctly entering the blockchain address displayed via the ASSETERA Systems and executing the Crypto Transfer. ASSETERA Digital Assets will only accept Crypto Transfers to and from an

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externally managed Customer Wallet held in the name and for the account of the Customer. The Customer confirms that the externally managed Customer Wallet listed by it is its wallet and cryptocurrencies held in its own name and for its own account. In the context of Crypto Transfers, ASSETERA Digital Assets may, if necessary, request (additional) information and evidence, for example regarding the origin of the cryptocurrencies transferred to the Customer's Crypto Wallet held at ASSETERA Digital Assets or regarding the actual beneficial ownership and disposal of the externally managed Customer Wallet. If the Customer does not comply with these requests or does so only inadequately, ASSETERA reserves the right to reject the Customer's order or to block cryptocurrencies already transferred in the Crypto Wallet until the facts of the matter have been finally clarified.

4.   In order to transfer cryptocurrencies from the Customer's Crypto Wallet at ASSETERA Digital Assets to an externally managed Customer Wallet, the Customer must enter certain details and information via the ASSETERA Systems in advance. The Customer is solely responsible for correctly entering the blockchain address of the externally managed recipient wallet. Customers are also required to provide information and evidence of actual beneficial ownership and disposition of the externally managed Customer Wallet, if applicable.

5.   NOTE: By transferring cryptocurrencies to a wrong blockchain address or to a wrong network, the cryptocurrencies can be irretrievably lost, and the transaction cannot be reversed

Article 13
Availability of the ASSETERA Platform

1.   The ASSETERA Platform is generally available 24 hours a day, 7 days a week for the purchase, sale, and exchange as well as for the custody of cryptocurrencies (trading hours). Other functionalities of the ASSETERA Systems can also be used by Customers in principle without time restrictions, unless ASSETERA Digital Assets expressly informs the Customer of other service availability.

2.   ASSETERA Digital Assets endeavors to enable Customers to buy, sell and exchange as well as hold cryptocurrencies and provide other services as uninterruptedly as possible. However, ASSETERA Digital Assets cannot guarantee uninterrupted availability of all services. In particular, ASSETERA Digital Assets cannot exclude the possibility that all technical systems, including ASSETERA Systems as well as the technical systems of a third party, which are relevant for the provision of the services of ASSETERA Digital Assets, may temporarily not function properly. ASSETERA Digital Assets will endeavor to restore the availability of the services as quickly as possible.

3.   In addition, the availability of services may also be restricted due to maintenance work on ASSETERA Systems or the systems of a third party, due to a disruption caused by force majeure, riots, war, natural events, or due to other occurrences for which ASSETERA Digital Assets is not responsible. In these cases, ASSETERA Digital Assets is entitled to temporarily restrict the availability of the service at its reasonable discretion.

Article 14
Blocking the Customer

1.   ASSETERA Digital Assets is entitled to block the access of Customers and users to the ASSETERA Platform and to the ASSETERA Systems if the Customer or user explicitly requests this or if ASSETERA Digital Assets is entitled to terminate the contractual relationship extraordinarily. ASSETERA Digital Assets is also entitled to block the access of Customers and users to the ASSETERA Platform and to the ASSETERA Systems if there is sufficient suspicion of misuse of the access data or improper use or if there is a threat of misuse. In

particular, ASSETERA Digital Assets is also entitled to block access in the event of a repeated breach of essential contractual obligations.

2. ASSETERA Digital Assets is further entitled to block the access of Customers to the ASSETERA Platform and to the ASSETERA Systems if the duties to cooperate according to Art. 19 of these GTC are violated. In particular, ASSETERA Digital Assets is entitled to block the Customer's access to the ASSETERA Platform and to the ASSETERA Systems if the Customer fails to provide information or documents required by ASSETERA Digital Assets for the proper fulfillment of due diligence obligations according to the FM-GwG[2] and other legal provisions within two weeks after being requested to do so, or if the Customer refuses to provide such information or documents altogether.

3. Due to a blocking of the access of Customers and users to the ASSETERA Platform and to the ASSETERA Systems, any business inquiries in the backlog will be deleted.

4. ASSETERA Digital Assets will immediately lift the usage block if the reasons for the block no longer apply. ASSETERA Digital Assets will inform the Customer or user of this without delay.

SECTION III

Article 15
Duration of service & termination

1. Unless the Customer exercises its statutory right of withdrawal (cf. Art. 24 of these GTC), the contractual relationship shall exist for an indefinite period without a minimum term until it is terminated in accordance with para. 2 and 3.

2. The contractual relationship may be terminated by either party by giving four weeks' notice to the end of a calendar quarter (ordinary termination). The termination must be in writing.

3. The extraordinary termination for good cause with immediate effect shall not be affected by para. 2. Good cause shall be deemed to exist in particular if

   a. insolvency proceedings are opened against the assets of a contractual partner, or the application for the opening of such proceedings is rejected for lack of assets to cover costs, or the conditions for the opening of such proceedings or the rejection of such an application exist and the contractual partner ceases its payments;

   b. the Customer is in arrears with a payment based on this contract by more than four weeks compared to the original payment date, even after a written reminder and a grace period of at least two weeks has been set;

   c. special reasons make such steps necessary, in particular, for example, the revocation of consent to the processing of data relating to the Customer, suspicion of criminal acts or risk aggravation;

   d. there are reasonable grounds to believe that the Customer is or has been convicted of or charged with a violation of criminal, administrative or tax laws in any country in the world (including reasonably documented media reports or market rumors), e.g., fraud, terrorist financing, money laundering, tax fraud;

   e. the Customer violates contractual provisions of ASSETERA Digital Asset or a partner company and the latter exercises its right of extraordinary termination in accordance with their terms and conditions;

   f. the Customer fails to inform ASSETERA Digital Asset without delay, contrary to Art. 19 para. 3, that the Customer has acquired the status of a politically exposed person (PEP) pursuant to Art. 2 no. 6 FM-GwG[2] or that the business relationship is conducted in the name or for the account of a third party;

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g. other material breaches of contract have occurred.

4. In the case of Customers that are a legal person, Art. 3 lit. a of these GTC shall apply with the proviso that the requirements specified in Art. 25a IO[4] must be observed when terminating the contract.

Article 16
Tax and legal advice

ASSETERA Digital Assets does not provide information or advice on tax or legal issues that are reserved for tax advisors or lawyers due to professional regulations. The Customer is advised to contact his tax advisor or lawyer himself about the tax or legal consequences of his investment.

Article 17
Means of communication

1. Orders are placed only via the ASSETERA Systems, in particular the ASSETERA Platform.

2. Other communication between ASSETERA Digital Assets and the Customer takes place via the ASSETERA Systems directly (e.g., via the Customer mailbox of the ASSETERA Systems) or via an electronic contact form or by e-mail (office-vasp@assetera.com).

3. The Customer agrees that the transmission of all information and documents, including contract documents as well as notifications of material changes to documents and contracts as well as changes to ASSETERA Digital Assets policies, shall be made exclusively by electronic means (via e-mail, via the ASSETERA Systems or the ASSETERA website) and waives transmission in paper form.

Article 18
Liability

1. In the fulfillment of essential contractual obligations, ASSETERA Digital Assets is liable for any fault of its employees and the persons ASSETERA Digital Assets calls in to fulfill these obligations (vicarious agents). Material contractual obligations are those contractual obligations whose fulfillment makes the proper execution of the contractual relationship possible in the first place and on whose compliance the Customer may regularly rely, or whose violation would jeopardize the achievement of the purpose of the contract.

2. In the fulfillment of other contractual obligations, ASSETERA Digital Assets shall only be liable for intent and gross negligence on the part of its employees and the persons it calls in to fulfill these obligations; this shall not apply to damages resulting from injury to life, limb, or health.

3. ASSETERA Digital Assets shall not be liable if the Customer fails to provide or provides incorrect information or information that is relevant for the provision of the services relating to cryptocurrencies or the other services, provided that the absence or incorrectness was neither known nor unknown due to gross negligence.

4. ASSETERA Digital Assets assumes no liability if unforeseen technical malfunctions may cause delays in the processing of Customer orders by ASSETERA Digital Assets. In particular, ASSETERA Digital Assets assumes no liability in this context with regard to changes in prices, valuations or other conditions relating to cryptocurrencies offered or other services.

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[4] Austrian Insolvency Regulation (Insolvenzverordnung [IO])

5. Furthermore, ASSETERA Digital Assets assumes no liability if unforeseen technical malfunctions cause possible significant delays in the transfer of cryptocurrencies to a Crypto Wallet at ASSETERA Digital Assets or to an externally managed Customer Wallet. Additional steps that cannot be performed automatically may be required, which could cause such delays.

6. ASSETERA Digital Assets is not liable for offers, content or websites of third parties. The official websites, channels and contact options of ASSETERA Digital Assets are exclusively and conclusively mentioned in these GTC.

7. Any statutory warranty provisions shall also apply irrespective of these liability provisions.

SECTION IV
RIGHTS AND OBLIGATIONS OF THE CUSTOMER

Article 19
Obligation of the Customer to cooperate

1. For the careful and conscientious provision of services relating to cryptocurrencies and other services, ASSETERA Digital Assets requires all factual information and documentation available to the Customer in order to make a sound assessment of the individual general conditions and, if necessary, to be able to make a recommendation for further action. In addition, ASSETERA Digital Assets requires all necessary information and documents from the Customer in order to properly fulfill the due diligence obligations under the FM-GwG[2] and related legal acts.

2. The Customer is obliged to provide ASSETERA Digital Assets with all information and documents required for the purposes of para. 1 in a timely manner, completely and without special request, and to inform ASSETERA Digital Assets of all circumstances that may be relevant for the provision of the services. In doing so, the Customer is obliged to provide the required information truthfully and completely.

3. The Customer shall inform ASSETERA Digital Assets of any change in the information required for the purposes of para. 1. In particular, the Customer is obliged to inform ASSETERA Digital Assets immediately if the Customer obtains the status of PEP according to Art. 2 Z 6 FM-GwG and/or if he conducts the business relationship in the name or for the account of a third party.

4. The Customer must immediately notify ASSETERA Digital Assets in writing of any changes to his name, company, e-mail address and address. As long as the Customer does not notify ASSETERA Digital Assets of changes to his e-mail address or address, written declarations from ASSETERA Digital Assets will continue to be sent to the previous e-mail address or address. These declarations shall be deemed to have been received by the Customer, provided that ASSETERA Digital Assets was neither aware of the change of e-mail address or address nor was it unknown due to gross negligence.

5. The Customer must notify ASSETERA Digital Assets immediately in writing of any changes or the expiry of existing representation authorizations and provide evidence of this by means of suitable documents. As long as the Customer does not disclose this, the representation authorization shall continue to apply to the previous extent, provided that ASSETERA Digital Assets was neither aware of the change or the expiration, nor was it unaware of it due to gross negligence.

6. Any loss or restriction of legal capacity on the part of the Customer must be notified to ASSETERA Digital Assets in writing without delay.

7. If the Customer is a legal entity, the initiation of dissolution proceedings and the dissolution of the legal entity must be notified to ASSETERA Digital Assets in writing without delay.

8. All notifications to be made by the Customer to ASSETERA Digital Assets are to be made via the ASSETERA Systems directly or via an electronic contact form or by e-mail (office-vasp@assetera.com).

Article 20
Obligations of the Customer when placing an order

1. The Customer must ensure that orders he places with ASSETERA Digital Assets are formulated as clearly and unambiguously as possible. Unclear and unclear formulations shall be at the expense of the Customer, insofar as ASSETERA Digital Assets did not recognize the ambiguity or unclearness or should have recognized it according to the circumstances. Any disadvantages incurred by the Customer as a result of his incomplete, incorrect and/or delayed information shall be borne exclusively by the Customer.

2. When placing an order, the Customer shall take appropriate precautions to avoid transmission errors or misuse. The disclosure of Customer accounts, account information or passwords as well as shared Customer accounts is prohibited. ASSETERA Digital Assets shall only assume liability for these events if it is guilty of intent or gross negligence with regard to them.

Article 21
Power of attorney

1. By these GTC, the Customer authorizes ASSETERA Digital Assets to inspect all documents related to the fulfillment of orders and to make copies thereof.

Article 22
Copyright

The Customer acknowledges that any concept created by ASSETERA Digital Assets is a copyrighted work. All reproductions, distributions, changes, or additions require the written consent of ASSETERA Digital Assets.

Article 23
Confidentiality, data protection

1. ASSETERA Digital Assets is obligated to treat confidential information of which it becomes aware as a result of the business relationship with the Customer as confidential and to keep it secret from third parties. ASSETERA Digital Assets is also obliged to impose this obligation on its employees. Any handling and disclosure of data is subject to the provisions of the DSGVO[5].

2. In accordance with the relevant provisions of the DSGVO, the Customer agrees to the automated use of his data. The Customer also agrees to the forwarding of his data to the third parties listed in the data protection statement, which ASSETERA uses or cooperates with in the course of fulfilling the contract. This consent may be revoked by the Customer at any time - even without stating reasons. The Customer acknowledges that in the event of a revocation of consent to the processing of data relating to the Customer, ASSETERA Digital Assets will no longer be able to continue to provide its services as agreed. In the

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[5] General Data Protection Regulation (Datenschutz-Grundverordnung [DSGVO])

event of revocation, ASSETERA Digital Assets must therefore terminate the business relationship with the Customer (cf. Art. 15 of these GTC).

Article 24
Right of withdrawal

1. Pursuant to Art. 11 FAGG[6], the Customer, who is a consumer within the meaning of the KSchG[7] in conjunction with the FAGG, is generally entitled to withdraw from contracts concluded online in connection with services within 14 days. Within the withdrawal period, the fulfillment of a contract may only be started after the express consent of the Customer.

    a. However, there is no right of withdrawal for business requests, i.e., for declarations of intent directed by Customers to buy, sell or exchange cryptocurrencies, as the price of cryptocurrencies on the financial market is subject to fluctuations over which ASSETERA Digital Assets has no influence and which may occur within the withdrawal period. For this reason, withdrawal is excluded for Customers in connection with services related to the purchase, sale, and exchange of cryptocurrencies. The Customer is thus aware that he cannot withdraw from the binding business requests issued by him regarding the purchase, sale, and exchange of cryptocurrencies in accordance with the FAGG.

    b. In all other cases, the Customer may revoke his contractual declaration within 14 days without giving reasons by means of a clear declaration (e.g., letter, fax, e-mail). The period begins after the conclusion of the contract and after the Customer has received the contractual provisions, including the General Terms and Conditions, as well as all information pursuant to Art. 4 (1) FAGG on a durable medium. For the revocation, the Customer may use the model revocation form; however, this is not mandatory. The timely dispatch of the revocation is sufficient to meet the revocation deadline if the declaration is made on a durable data carrier. The revocation is to be sent to:

    ASSETERA Digital Assets GmbH
    Rotenturmstrasse 13/7

    1010 Vienna
    Austria

    or

    E-Mail: office-vasp@assetera.com

2. The Customer's right of revocation shall expire prematurely if the contract has been completely fulfilled by both parties at the Customer's express request before the Customer has exercised his right of revocation.

3. In the event of an effective revocation, the services received by both parties shall be returned. If the Customer revokes the contract, ASSETERA Digital Assets must repay any payments received from the Customer without delay and at the latest within fourteen days of the day on which ASSETERA Digital Assets received notification of the revocation. For the repayment, ASSETERA Digital Assets shall use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer. In no case will the Customer be charged any fees due to this repayment.

4. The Customer is also obligated to pay compensation for the value of the service provided up to the time of revocation if the Customer was made aware of the legal consequence before submitting the contractual declaration and expressly agreed that the

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[6] Austrian Distance and Foreign Transactions Act (Fern- und Auswärtsgeschäfte-Gesetz [FAGG])
[7] Austrian Consumer Protection Act (Konsumentenschutzgesetz [KSchG])

performance of the service in return could be commenced before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that the Customer must nevertheless fulfill the contractual payment obligations for the period up to the revocation.

5. Obligations to refund payments must be fulfilled within 30 days. For the Customer, the period begins with the dispatch of the notice of withdrawal, for ASSETERA Digital Assets with its receipt.

6. Upon revocation of the contract, the Customer shall also no longer be bound by a contract related to this contract if the related contract concerns a service provided by ASSETERA Digital Assets or a third party on the basis of an agreement between ASSETERA Digital Assets and the third party.

Revocation form

Sample revocation form for ASSETERA Digital Assets Customers

ASSETERA Digital Assets GmbH
Rotenturmstrasse 13/7

1010 Vienna
Austria

E-Mail: office-vasp@assetera.com

I hereby revoke the contract concluded by me for the purchase of the following digital content

    - ordered on (*) /received on (*)

    - Name of the consumer

    - Address of the consumer

    - Signature of the consumer (only if communicated on paper)

    - Date

(*) Delete as applicable

SECTION V
FINAL PROVISIONS

Article 25
Partial invalidity

Should individually provisions of these GTC be or become invalid or unenforceable, this shall not affect the remainder of the contract.

Article 26
Customer complaints

1. ASSETERA Digital Assets takes care to act professionally in the interests of the Customer when providing services. Should complaints or grievances nevertheless arise in the course of the services provided, ASSETERA Digital Assets is available to deal with such cases. The Customer can contact ASSETERA Digital Assets via the ASSETERA Systems (contact form) or with a complaint via e-mail (office-vasp@assetera.com). ASSETERA Digital Assets will endeavor to resolve any complaints amicably. If no agreement can be reached,

consumers can contact the Internet Ombudsman's Office, which can be reached via the website https://www.ombudsstelle.at/.

2. Consumers also have the option of contacting the EU's online dispute resolution platform: https://ec.europa.eu/consumers/odr/main/index.cfm.

Article 27
Choice of law

1. The contracts between ASSETERA Digital Assets and the Customers are subject to Austrian law.

2. If the contracting party is a consumer, the choice of law shall not have the effect of depriving the consumer of the protection afforded by the mandatory provisions of the law of the country in which he has his habitual residence.

Article 28
Jurisdiction

1. For legal actions of ASSETERA Digital Assets against the Customer arising from or in connection with this contract, the court in whose jurisdiction the business premises of ASSETERA Digital Assets are located shall have jurisdiction. This applies to consumers as defined by the KSchG[7] only if the consumer's domicile, habitual residence, or place of employment is located in the jurisdiction of that court.

2. ASSETERA Digital Assets is entitled to bring any action against Customers who are legal persons before any other competent court.

3. Legal action by a legal person against ASSETERA Digital Assets may only be brought before the court with subject-matter jurisdiction in whose district the business premises of ASSETERA Digital Assets are located.

Attachments:

Appendix ./1 Cost Information Sheet

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