

**Information about us and our
INVESTMENT SERVICES**
(VERSION JANUARY 2024)

assetera

I. Information about us and our investment services

In accordance with the Austrian Securities Supervision Act 2018 (Wertpapieraufsichtsgesetz 2018 [WAG 2018]) and the Austrian Remote Financial Services Act (FernFinG), we hereby inform you about our company and our investment services.

1. GENERAL INFORMATION ABOUT US AND OUR SERVICES

ASSETERA GmbH
Wallnerstrasse 3/17
1010 Vienna

Contact

E-Mail: office-if@assetera.com
Web: www.assetera.com

Legal information

Head office: Vienna
Commercial Court: Handelsgericht Wien
Company register no.: FN 448308 b
UID-Number: ATU72219226
LEI/GEI: 9845003B41E6EE52D186

Information on the investment services offered

ASSETERA GmbH is a licensed investment firm and is authorized to provide the investment services of investment advice (Art. 3 para. 2 no. 1 WAG 2018), portfolio management (Art. 3 para. 2 no. 2 WAG 2018) and the reception and transmission of orders (Art. 3 para. 2 no. 3 WAG 2018).

For professional clients pursuant to WAG 2018 we offer

- Investment advice (independent)
- Portfolio management
- Reception and transmission of orders

for the following financial instruments, among others in the form of **security tokens**¹:

- transferable securities;
- money market instruments;
- units in open-ended investment funds and in open-ended alternative investment funds;
- financial/commodity/credit derivatives;
- financial contracts for differences (CFDs);
- other derivatives.

For retail clients pursuant to WAG 2018 we offer

- Reception and transmission of orders

for the following financial instruments in the form of **security tokens**:

- transferable securities;

- money market instruments;
- units in open-ended investment funds and in open-ended alternative investment funds
- financial derivatives.

When providing the investment services of investment advice or the reception and transmission of orders, ASSETERA GmbH may use tiered agents and/or securities agents. ASSETERA GmbH shall be liable for these persons in accordance with the provisions of Art. 1313a ABGB. Like ASSETERA GmbH, contractually tied agents and securities agents are subject to the provisions of WAG 2018.

Competent supervisory authority and applicable legal provisions

ASSETERA GmbH is subject to the supervision of the Austrian Financial Market Authority (FMA), Otto-Wagner-Platz 5, 1090 Vienna (www.fma.gv.at).

Applicable legal provisions are in particular the WAG 2018 and the Austrian Anti Money Laundering and Terrorism Financing Act (FM-GwG) as amended from time to time (www.ris.bka.gv.at).

Investor compensation

ASSETERA GmbH is a member of Anlegerentschädigung von Wertpapierfirmen GmbH (AeW, www.aew.at). AeW secures claims of an investor arising from investment services pursuant to Art. 73 WAG 2018 in connection with Art. 45 (4) ESAEG² up to a maximum amount of EUR 20,000 per investor (10% deductible for legal entities), which can no longer be paid out by investment firms due to the opening of bankruptcy proceedings against the company. Affected customers must register their claims against AeW in writing (payout period: 3 months).

Chamber membership

Wirtschaftskammer Österreich
Fachverband Finanzdienstleister
Wirtschaftskammer-Platz 1
3100 St. Pölten

Communication

You can communicate with us in German and English via the previously indicated contact options. Placing orders with us for the purchase or sale of financial instruments is

¹ digital financial instruments issued on the basis of distributed ledger technology (DLT)

² Deposit Guarantee and Investor Compensation Act of Austria (Einlagensicherungs- und Anlegerentschädigungsgesetz)

only possible via the ASSETERA Marketplace. No orders are accepted by telephone.

Recording when placing orders electronically

Electronic communication is recorded in accordance with legal requirements. A copy of this recording will be provided to you upon request. The records will be kept in accordance with legal requirements for a period of at least 5 years from the creation of the record.

Complaints

Complaints can only be addressed to ASSETERA GmbH in writing (letter or e-mail) or, for users of the ASSETERA Marketplace, via the ASSETERA Systems (support contact form). ASSETERA will endeavor to resolve any complaints amicably. The filing of a complaint is free of charge. Submitted complaints are subject to strict confidentiality. Detailed information about our complaint procedure can be found on our webpage in the document "Complaint Procedure" under the following link:

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

If no satisfactory solution can be reached for the complainant in this regard, it is possible to contact the ombudsman's office of the Professional Association of Financial Service Providers of the Austrian Chamber of Commerce (WKO) at fdl.ombudsstelle@wko.at.

We submit to consumers to an alternative dispute resolution procedure at the Alternative Dispute Resolution Internet Ombudsman Service (www.ombudsstelle.at). Consumers also have the option of contacting the EU online dispute resolution platform:

<https://ec.europa.eu/consumers/odr/main/index.cfm>

You also have the option of contacting the FMA under

<https://www.fma.gv.at/en/complaints-and-consumer-enquiries/>

or taking civil action.

2. PROVISION OF INVESTMENT SERVICES

Reception and transmission of orders

ASSETERA GmbH offers its customers a marketplace (ASSETERA Marketplace) for digital - *i.e., issued and managed by means of blockchain technology* - financial instruments, so-called **security tokens**.

The ASSETERA Marketplace is a bilateral ("peer-to-peer") marketplace. It is not a (multilateral) trading venue as defined by MiFID II.

ASSETERA GmbH only accepts orders relating to security tokens offered on the ASSETERA Marketplace, which it subsequently transmits to the holder of the security token or issuer. ASSETERA GmbH does not execute orders itself and does not open or manage securities accounts for customers. Furthermore, ASSETERA does not place financial instruments for issuers.

Investment advice

ASSETERA GmbH also offers **investment advisory** services to professional clients and eligible counterparties as defined by WAG 2018 for financial instruments in the form of security tokens.

As part of the investment advice, we provide a personal recommendation tailored to the customer with regard to financial instruments in the form of security tokens. ASSETERA provides investment advice independently within the meaning of Art. 50 and 53 WAG 2018.

The subject of investment advice are the security tokens and cryptocurrencies contained in ASSETERA GmbH's investment universe, which serve as the basis for ASSETERA GmbH's recommendation list. In addition to customer specifications, selection criteria include, for example, liquidity, tax aspects, currencies or ESG criteria (if available).

The investment universe of the ASSETERA Marketplace includes security tokens (e.g., bonds, shares, profit participation rights, commodities, precious metals, fund units) as well as cryptocurrencies of various types. When trading cryptocurrencies, customers contract directly with registered service providers in relation to virtual currencies, in particular ASSETERA Digital Assets GmbH. Investments in cryptocurrencies can also be mapped via financial instruments (e.g., cryptocurrency ETF in the form of a financial instrument), which in turn are distributed by ASSETERA GmbH.

With the consideration of the security tokens included in the investment universe of ASSETERA GmbH, the advice is based on an extensive analysis of different types of financial instruments. A wide range of different financial instruments is offered, which may also include proprietary products. Proprietary products of the ASSETERA Group are identified as such.

Within the scope of the above-mentioned investment advice, our duty to advise ends. ASSETERA GmbH does not provide any follow-up advice unless this is expressly agreed with the customer in the individual case.

Asset Management

Professional clients and eligible counterparties as defined by WAG 2018 can also make use of the investment service of **asset management (portfolio management)** on the part of ASSETERA GmbH in connection with security tokens and cryptocurrencies. The following general information on asset management by ASSETERA GmbH is specified in the individual asset management agreement or in the respective investor profile and modified as required:

Investment criteria are agreed with the customers. It is the goal of ASSETERA GmbH asset management to generate an optimal result, considering the strategy agreed with the customer and the individual risk tolerance.

Within the framework of asset allocation, the investment universe is defined for the customer, consisting of a strategic (long-term) and a tactical (short/medium-term) component. Based on the risk class selected by the customer, which corresponds to his risk/return target, and on his individual specifications within the framework of the investment criteria, the appropriate asset allocation is determined, considering the risk limits of the respective asset class. ASSETERA GmbH assumes a dynamic market environment and therefore follows a dynamic portfolio construction process.

An ex-ante review of the individual risks and the portfolio is followed by a regular check of the risk bandwidths (investment criteria) as well as a review before each reallocation (reshuffling).

3. REPORTING

Our customers receive quarterly statements of assets under management as part of the asset management services provided to them.

Information on the specific costs of our investment services is provided in the cost information sheet (ex-ante cost disclosure).

The current version of this "**Information about us and our investment services**" is available at the following link:

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

4. CUSTOMER PROFILE AND CLASSIFICATION

Before we can make you an offer in the context of investment advice or asset management, we must obtain extensive information from you. We need the data collected in order to be able to give you targeted

recommendations. This should also enable you to assess the consequences and scope of the recommended financial instruments. If you are not prepared to provide the minimum amount of information required by law, we may not make any recommendations.

ASSETERA GmbH shall classify its customers into the following three categories pursuant to Art. 66 et seq. of the WAG 2018.:

- Retail client;
- Professional client; *and*
- Eligible counterparty.

The purpose of the classification is to enable the right steps to be taken, depending on the level of protection required by customers, in providing advice and recommending investment strategies, among other things. Professional clients and eligible counterparties enjoy a lower level of protection compared with retail clients.

You are classified as retail client unless you are considered professional client or eligible counterparty, and benefit from the highest level of protection. Upon request, retail clients have the option of being reclassified as professional client if certain criteria are met. Further information on client classification and its consequences will be provided by e-mail during client onboarding.

5. SAFEGUARDING CUSTOMER ASSETS

ASSETERA GmbH is not authorized to hold customer funds. Furthermore, ASSETERA GmbH does not accept securities or other financial instruments from customers for safekeeping.

6. ADVISORY PROCESS

Suitability and appropriateness test

In the course of providing investment advice or asset management services, ASSETERA will obtain information from the client regarding the client's investment knowledge and experience with respect to the specific type of product or service, the client's financial circumstances, including the client's ability to bear losses, and the client's investment objectives, including the client's risk tolerance. Your information will be used to determine whether the recommended financial instrument or service is suitable for you and, in particular, whether it meets your risk tolerance and investment objectives and your ability to bear losses (= suitability check).

ASSETERA GmbH also checks whether you are aware of the opportunities and risks of the respective financial instrument and have the corresponding experience (= appropriateness check). If this check reveals that the financial instrument is not suitable and/or not appropriate, you will be informed of this and ASSETERA GmbH will issue a warning. If you still insist on concluding the transaction, you can only purchase the product without advice.

We expressly point out to our customers that the details and information provided to us must be truthful and up-to-date.

7. CONFLICTS OF INTEREST

ASSETERA GmbH has taken precautions to ensure that any conflicts of interest between itself and its customers, or between customers themselves, do not adversely affect the interests of customers.

ASSETERA GmbH provides its investment services independently and exclusively in the interest of its customers.

Avoiding conflicts of interest

In order to avoid conflicts of interest as far as possible, ASSETERA GmbH has (i) taken organizational measures and (ii) established internal guidelines for dealing with conflicts of interest, which are subject to ongoing monitoring by the Compliance department.

Organizational measures

- Setting up confidentiality areas
- Creating guidelines for
 - Employee trades
 - Compensation of employees and management
 - Accepting gifts and benefits
- Watch-/Blacklists for financial instruments
- Ongoing employee training
- Obligation to disclose secondary employment/ shareholdings/ mandates

Internal guidelines

ASSETERA GmbH has established in writing effective guidelines for dealing with conflicts of interest (Conflict of Interest Policy) that are appropriate to the size and organization as well as the nature, scope and complexity of the business and are applied on an ongoing basis to prevent conflicts of interest from harming customer interests. ASSETERA GmbH employees are instructed to take the guidelines and measures into account at all times. The guidelines and measures are reviewed on an ad hoc

basis and at least once a year to ensure that they are up to date and adjusted accordingly.

The current version of our **Conflict-of-Interest Policy** is available at the following link:

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

If, in individual cases, conflicts of interest cannot be avoided by the above division of responsibilities or by our Compliance Department, we will inform our customers in accordance with these guidelines before concluding a transaction or providing advice, so that the customer can make his or her decision in full knowledge of the conflict of interest.

Possible conflicts of interest

At ASSETERA GmbH, when providing investment services (reception and transmission of orders, portfolio management and investment advice), in particular in the case of

- the distribution of financial instruments;
- information on financial instruments and/or their issuers, which contain direct/indirect recommendations for investment decisions;

conflicts of interest between clients and

- ASSETERA GmbH,
- their employees,
- business partners of ASSETERA GmbH or
- other customers

occur.

If ASSETERA GmbH, due to its position under company law in the ASSETERA Group or existing business relationships with third parties, has information that is not yet public at the time the customer transaction is concluded, or if there are incentives to offer or give preference to certain services.

8. BEST EXECUTION POLICY

ASSETERA GmbH has defined internal principles of order execution (Best Execution Policy), which apply within the scope of the service of reception and transmission of orders in the **ASSETERA Marketplace** as well as when placing orders within the scope of portfolio management in accordance with the specifics of the respective type of service.

Orders within the ASSETERA Marketplace are generally executed outside a trading venue (**over the counter**).

The current version of the **Best Execution Policy** is available at the following link:

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

9. GRANTING AND ACCEPTING BENEFITS

In the performance of investment services, benefits may be received under existing contracts with third parties. These benefits from third parties serve to sustainably improve the quality of our services for our customers, for example by offering added value or representing an additional service. ASSETERA GmbH expressly declares that the acceptance of benefits does not affect its actions in the best interests of its customers. ASSETERA GmbH passes on all benefits received in connection with investment advice or asset management in full to its customers. Information on these benefits passed on to customers is provided as part of regular reporting to customers.

If ASSETERA GmbH receives one-off monetary benefits (e.g., in the form of an issue premium for certain fund transactions) or ongoing monetary benefits (e.g. in the form of portfolio commissions for certain holdings in funds) from third parties, these retained monetary benefits are disclosed to the customer both as part of the ex-ante cost statement before the transaction is concluded and in the periodic ex-post cost statement after execution.

In addition, ASSETERA GmbH may accept minor non-monetary benefits from business partners, as is customary and permissible in business transactions, provided that these do not impair the customer's interest and the quality of the service can be improved for the customer. These advantages are disclosed to the customers in the context of the regular reporting.

For the initiation of business relationships by third parties, ASSETERA GmbH may, under certain circumstances, grant remuneration to these third parties for the activities performed in connection with the initiation. These remunerations may be granted on a one-time or ongoing basis and depend on the corresponding volume of business or income generated by ASSETERA GmbH from the initiated business relationship.

A list of the standard market fees for investment services is available on the FMA's website at the following link:

<https://www.fma.gv.at/en/financial-service-providers/investment-service-providers/market-standard-fees/>

10. SUSTAINABILITY (ESG, Sustainable Finance)

ASSETERA GmbH feels fundamentally committed to sustainable actions and values (incl. ESG - Environmental Social Governance) in its business activities.

In the course of providing our investment services, we are currently unable to identify any significant potential

negative impact of sustainability risks on our activities or on the net assets, financial position and results of operations or reputation of ASSETERA GmbH. The risks identified in this regard are part of the ongoing monitoring by our risk management.

In view of the nature and scope of its activities, ASSETERA GmbH does not currently include relevant adverse effects of investment decisions on sustainability factors as defined in the Disclosure Regulation in the context of portfolio management and investment advice. This is also due to the insufficient availability of corresponding sustainable financial products in the field of security tokens.

ASSETERA GmbH's remuneration policy does not provide incentives for taking excessive sustainability risks, nor does it provide grounds for favoring or disfavoring financial products that promote / seek sustainable investments. The inclusion of sustainability risks has no effect on the company's remuneration policy.

11. RISKS

With regard to risks relating to financial instruments, we refer to the document "[Risk information in the investment business](#)" issued by the Austrian Chamber of Commerce (WKO), which can be downloaded from the following link:

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

In addition, customers of the **ASSETERA Marketplace** and the use of **security tokens** based on **blockchain technology** (distributed ledger technology - DLT) are exposed to **further risks**, which are outlined below. In this context, we would like to point out that ASSETERA GmbH takes IT security seriously and has taken appropriate measures. Nevertheless, unauthorized access cannot be completely ruled out.

- **Cyber risks** (*risks arising from targeted attacks on IT systems and data by exploiting information / communication technology*) such as
 - Theft of security tokens / private keys on the customer side (*self-custody*)
 - Disruption of IT systems due to DOS attacks (*Denial of Service*)
 - Ransomware extortion and data loss
 - General cyber attacks
- **Loss of the private key** by a customer in connection with the customer's private wallet using self-custody

- **Technical errors** (e.g., *programming errors*) of the ASSETERA Smart Contract³ for Clearing & Settlement or the ASSETERA Marketplace
- **Legal & regulatory risks** regarding the recognition of security tokens in certain jurisdictions, as well as regarding the **enforceability of rights & obligations** that may be mapped in a smart contract of a security token.
- **Tax risks** in connection with security tokens

12. PRICES & COSTS

The current prices are shown in the cost information sheet. Changes to charges during the term of the contract shall be made in accordance with Art. 3 of the General Terms and Conditions (GTC).

The customer can view the "[Cost Information Sheet](#)" on the ASSETERA website:

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

If the customer makes use of services provided by a proceeding third party, such as an intermediary, individual agreements may apply, which can be viewed in the respective list of prices and services of the intermediary.

13. TERM & TERMINATION

Unless ongoing or regular support has been agreed, the legal relationship between ASSETERA and the customer ends as a target obligation upon completion of the brokerage.

If an express agreement is concluded for ongoing or regular support, this agreement shall apply for an indefinite period and may be terminated by either party by giving four weeks' notice to the end of each calendar quarter (ordinary termination). The termination must be in writing (letter or e-mail).

The extraordinary termination for cause with immediate effect pursuant to Art. 16 of the GTC shall not be affected thereby.

14. DISTANCE SELLING

ASSETERA offers financial services using a means of distance communication and thus falls within the scope of the Austrian Remote Financial Services Act (FernFinG).

Pursuant to Art. 8 FernFinG, consumers are entitled to withdraw from the contract with ASSETERA within 14

days of conclusion of the contract or receipt of the contract terms and sales information, without stating reasons, by sending a written notification by letter or e-mail. See Art. 30 of the General Terms and Conditions.

Since the products offered by ASSETERA are financial instruments whose price is subject to fluctuations on the financial market over which ASSETERA has no influence and which may occur within the withdrawal period, the right of withdrawal pursuant to Art. 10 para 1 lit. c FernFinG is excluded for services in connection with the reception and transmission of orders.

In addition, the customer accepts the immediate execution of orders in accordance with § 10 Z 3 FernFinG, which at the same time leads to an **exclusion of the customer's right of withdrawal** in accordance with Art. 8 FernFinG.

³ "smart" contracts based on program logic mapped in an EVM blockchain (immutable & self-executing)

Disclaimer

This customer information serves exclusively as non-binding information and constitutes neither an offer nor an invitation to make an offer or a recommendation to buy or sell financial instruments. This customer information does not replace professional advice based on your individual circumstances and knowledge / experience from your customer advisor or from a legal or tax advisor.

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