

POLICY ON CRYPTO-ASSET TRANSFER SERVICES ON BEHALF OF CLIENTS

FUMBI, s. r. o. is a limited liability company, Company Identification Number (IČO): 55 651 232, having its registered office at Suché Mýto 6, Bratislava – Staré Mesto District, 811 03, Slovak Republic, entered in the Commercial Register maintained by the City Court Bratislava III, Section: Sro, File No.: 177108/B, LEI Code: 097900CAKA0000269926, which was established, incorporated and conducts its business in accordance with the legal regulations in force in the Slovak Republic (hereinafter referred to as “FUMBI”).

Contact details for obtaining information:

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FUMBI provides crypto-asset services on the basis of a decision of the National Bank of Slovakia dated 17 December 2025, which became final and effective on 17 December 2025, and which was issued pursuant to Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets, and amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937. The National Bank of Slovakia, having its registered office at Imricha Karvaša 1, Bratislava – Staré Mesto District, 813 25, exercises supervision over FUMBI in connection with the provision of crypto-asset services.

Where capitalised terms are used in this Policy and are not otherwise defined herein, they shall have the meaning assigned to them in the Terms and Conditions of FUMBI, s. r. o. available at <https://fumbi.network/en/>. You are advised to familiarise yourself with the exact definitions of such terms.

1. DESCRIPTION OF THE MAIN FEATURES OF THE TRANSFER SERVICE

Deposits and Withdrawals in Crypto-assets (hereinafter also referred to as “Transfers”) may be executed exclusively within the “Active Management” business model, subject to the fulfilment of the conditions arising from the AML Act and the AML Program. **Transfers may be executed exclusively to Crypto-asset addresses that:**

- were generated on the FUMBI Platform; or
- are owned by you and whose ownership you demonstrate, for example, by digitally signing a message from your Self-Hosted Wallet.

The FUMBI Platform provides you with the possibility **to generate private keys** for Crypto-assets directly within the application on your mobile device. Private keys may be generated for Crypto-assets on the Bitcoin, Solana and Ethereum blockchains, as well as on several Layer-2 networks built on Ethereum.

If your Crypto-assets are held in custody and administration provided by FUMBI, you are required, prior to the first Transfer to your own private keys, **to validate the generation of such keys** by means of a bank transfer made in your own name, through which you pay FUMBI a processing fee in the amount specified in the Price List. In the payment reference, you shall state “validation of keys” / “validácia kľúčov” (or an equivalent wording depending on the selected user language). Alternatively, you may opt for validation via biometric authentication. If no Crypto-assets are held in custody and administration by FUMBI, such validation is not required. The purpose of the validation is to prevent

a potential hacking attack on your FUMBI Account via your devices from resulting in the transfer of assets to unauthorised addresses.

Alternatively, you may connect **your own hardware or software wallet and authenticate the relevant address** by signing a message on the blockchain.

Given that the private keys are generated or authenticated on the FUMBI Platform, these constitute so-called Self-Hosted Wallets. **You must always bear in mind that you are responsible for the security of your private keys and seed that you generate or connect to the FUMBI Platform.**

2. INITIATION OF, OR CONSENT TO, A CRYPTO-ASSET TRANSFER AND REVOCATION OF AN INSTRUCTION OR CONSENT

The execution of any Transfer from your Self-Hosted Wallet is solely your responsibility and does not constitute a crypto-asset service provided to you by FUMBI.

Any Withdrawal initiated by you on the FUMBI Platform for the purpose of transferring Crypto-assets to your Self-Hosted address must be confirmed by your password and Two-Factor Authentication (SMS or authentication token). Withdrawals may be executed exclusively when using the “Fumbi Custom” (“Vlastná Voľba”) Product.

After you initiate a Withdrawal instruction on the FUMBI Platform to your Self-Hosted address, the instruction is transferred to the custody environment, where a transfer proposal is created (see the Crypto-Asset Custody and Administration Policy). **You are hereby informed that the cancellation of a Withdrawal is only possible while such option is displayed on the FUMBI Platform. Otherwise, the Transfer can no longer be cancelled due to FUMBI’s internal processes, regardless of the status of the transaction on the blockchain.**

3. REJECTION OF A CRYPTO-ASSET TRANSFER INSTRUCTION

FUMBI **shall reject** your Withdrawal instruction to transfer Crypto-assets to your Self-Hosted address if:

- FUMBI is required to do so pursuant to the AML Act or the AML Program;
- FUMBI is required to do so for security reasons, in particular where suspicious activity has been identified or as a preventive measure against financial crime;
- verification of the Withdrawal by means of your password and Two-Factor Authentication (SMS or token) has not been successfully completed;
- the Transfer is technically invalid, for example where the recipient address is incompatible with the relevant Crypto-asset or the applicable network;
- the validation of keys pursuant to Section 1 has not been completed.

Where FUMBI rejects the execution of a Withdrawal, it shall notify you without undue delay of the reason for such rejection, provided that such notification is permitted under applicable legal regulations. Where possible, FUMBI shall also inform you of the steps required to remedy the deficiency so that the Withdrawal instruction may be resubmitted. At the same time, FUMBI shall inform you of any costs or fees incurred and whether such costs or fees are refundable.

4. TIME OF RECEIPT OF A WITHDRAWAL INSTRUCTION AND CUT-OFF

Deposits made to FUMBI from your Self-Hosted address are accepted continuously; however, such Deposits do not fall within the crypto-asset transfer services provided by FUMBI.

Withdrawal instructions from FUMBI to your Self-Hosted address are also accepted continuously. The time of receipt of an instruction is recorded at the moment of your confirmation and the instructions are subsequently processed on Business Days between 9:00 a.m. and 5:00 p.m. CET, in the order in which they were received by FUMBI.

5. EXPLANATION FOR EACH CRYPTO-ASSET FOR WHICH TRANSFERS VIA A DISTRIBUTED TRANSACTION DATABASE (DLT) NETWORK ARE SUPPORTED

FUMBI enables Transfers of selected Crypto-assets via decentralised distributed transaction database (DLT) networks. Support for such Transfers applies to the networks listed below, each of which validates, finalises and cryptographically confirms transactions using its own consensus mechanism:

- **Bitcoin (BTC) network** – FUMBI supports Transfers of the native Crypto-asset BTC via the Bitcoin network, which operates on a Proof-of-Work consensus mechanism and the UTXO accounting model. BTC Transfers are processed within a decentralised network of validators (miners), with each transaction becoming effective upon inclusion in a valid block. The Bitcoin network does not support native token standards; therefore, support is limited exclusively to the native Crypto-asset BTC.
- **Ethereum (ETH) network, including Layer-2 solutions** – FUMBI supports Transfers of the native asset ETH as well as tokens issued on the Ethereum blockchain in accordance with the relevant technical standards, in particular ERC-20, ERC-721 and ERC-1155. Ethereum operates on a Proof-of-Stake consensus mechanism and uses an account-based model enabling interaction with smart contracts and decentralised applications. Support also extends to Transfers executed via Layer-2 networks built on the Ethereum ecosystem (Arbitrum One, Optimism, Base), which provide scalable transaction execution with security derived from the Ethereum main network.
- **Solana (SOL) network** – FUMBI supports Transfers of the native asset SOL and tokens created under the SPL standard via the Solana network. This network uses a combined Proof-of-Stake and Proof-of-History consensus mechanism, enabling high transaction throughput and rapid finality. Transfers are validated by a distributed set of validators.

6. MAXIMUM TIME FOR EXECUTION OF THE CRYPTO-ASSET TRANSFER SERVICE

FUMBI shall process a Withdrawal with due professional care, within a reasonable period taking into account FUMBI's internal rules, as well as the nature of the Crypto-asset and the DLT network. The number of block confirmations required for a Crypto-asset Transfer on a DLT network to become irreversible, or sufficiently irreversible in the case of probabilistic settlement, varies depending on the relevant DLT network.

Provided that a Withdrawal is not rejected (Section 3) or that no other delays occur for which FUMBI is not responsible, the transfer instruction shall be executed no later than two Business Days following its receipt.

7. REASONABLY ESTIMATED TIME OR NUMBER OF BLOCK CONFIRMATIONS REQUIRED FOR A TRANSFER IN A DLT NETWORK TO BECOME IRREVERSIBLE OR TO BE CONSIDERED SUFFICIENTLY IRREVERSIBLE IN THE CASE OF PROBABILISTIC SETTLEMENT, FOR EACH DLT NETWORK

FUMBI, in accordance with the nature of the individual DLT networks, determines a reasonable estimate of the time or number of block confirmations required for a transaction to acquire a sufficiently irreversible character.

In the case of the Bitcoin network, which operates on the basis of the Proof-of-Work consensus mechanism and the UTXO model, a Transfer is considered sufficiently irreversible after approximately six subsequent block confirmations. Under standard operating conditions, this number of confirmations corresponds to approximately 60 minutes, and after this level the risk of chain reorganisation is considered negligible.

In the case of the Ethereum network, which uses the Proof-of-Stake mechanism and an account-based model, transactions acquire probabilistic irreversibility within several minutes. For the purposes of this Policy, a Transfer within the Ethereum main network (Layer-1) is considered sufficiently irreversible **after 60 confirmations (blocks)**, which under standard conditions represents a time frame of approximately 12 to 15 minutes. Layer-2 networks that form part of the Ethereum ecosystem acquire irreversibility differently, depending on the technical solution:

- Arbitrum One - 40 confirmations (blocks)
- Optimism - 40 confirmations (blocks)
- Base - 40 confirmations (blocks)

While networks based on optimistic rollups provide immediate local finality at the L2 level, full finality vis-à-vis the underlying L1 network occurs only after the expiry of the so-called challenge period. By contrast, networks using ZK-rollups provide probabilistic finality within a time horizon of several seconds, with full L1 finality being achieved after confirmation of the cryptographic proof on the underlying network.

In the case of the Solana network, which combines the Proof-of-Stake mechanism with the temporal ordering of transactions through Proof-of-History, transaction irreversibility is achieved in a significantly shorter time. Transfers in this network typically acquire probabilistic finality within approximately one second. For the purposes of this Policy, an appropriate irreversibility threshold for transactions executed on the Solana network is considered to be the achievement of approximately **32 network confirmations (slots)**, corresponding to a time interval of approximately 13 to 15 seconds, within which, according to the technical characteristics and standard operating practice of the network, sufficient economic finality of the transaction is achieved.

8. FEES, PAYMENTS AND COMMISSIONS PAYABLE IN CONNECTION WITH THE CRYPTO-ASSET TRANSFER SERVICE

Information on fees, payments or commissions which you are obliged to pay in connection with the crypto-asset transfer service, including those related to the manner and frequency of providing or making information available, and, where applicable, a breakdown of the amount of such fees payable to FUMBI, is set out in the Price List.

In addition, you are responsible for and shall pay transaction fees on the blockchain, which are independent of FUMBI, and the net amount of Crypto-assets received in your Self-Hosted Wallet may therefore be reduced. Such fees are always transparently recorded and visible on the blockchain.

9. TECHNICAL REQUIREMENTS FOR COMMUNICATION MEANS USED FOR THE TRANSMISSION OF INFORMATION OR NOTIFICATIONS RELATED TO THE CRYPTO-ASSET TRANSFER SERVICE

For the transmission of information or notifications related to the crypto-asset transfer service, you may use:

- the FUMBI Platform on iOS or Android;
- a web browser supporting the latest standards.

If a technical issue occurs, procedures for its resolution are available on FUMBI's website.

10. PROVISION OR MAKING AVAILABLE OF INFORMATION RELATED TO THE CRYPTO-ASSET TRANSFER SERVICE

Following the execution of a Crypto-asset Transfer, FUMBI shall provide you with a Statement which shall contain at least the following information:

- the name of the originator and the recipient;
- the distributed transaction database address or Crypto-asset account number of the originator;
- the distributed transaction database address or Crypto-asset account number of the recipient;
- reference data enabling the Client to identify each Crypto-asset Transfer;
- the amount and type of Crypto-assets transferred or received;
- the date of debit or credit of the Crypto-asset Transfer;
- the amount of all fees, payments or commissions related to the Crypto-asset Transfer and, where applicable, a breakdown of such amounts.

The information shall be provided electronically by e-mail or by storing it in your Account on the Platform. You shall always receive the information on the execution of the Transfer without undue delay after its execution.

11. COMMUNICATION BETWEEN FUMBI AND YOU

You may always communicate with FUMBI in the Slovak language and in the English language. Communication in other languages shall be subject to agreement. If you are a Client using Services provided in the territory outside of the Slovak Republic, unless agreed otherwise, FUMBI shall communicate with you in the English language, the Client Agreement shall be concluded in the English language, governed by Slovak law, and the documentation intended for you shall also be provided in the English language.

FUMBI shall always choose a secure method of notifying you of suspected fraud, security threats or their actual occurrence. **Communication shall be adapted to the level of criticality of the incident and shall include at least:**

- details of the incident (what happened, which systems were affected);
- possible impacts on services and data protection;
- measures adopted to mitigate the risk.

Depending on the nature of the incident, FUMBI uses the following forms of crisis communication, and you are therefore advised to monitor these communication channels accordingly:

- **e-mail:** support.en@fumbi.network – for individual client notifications and responses to enquiries;
- **website banners and notices:** short-term and visible alerts to ensure immediate awareness;
- **status page:** <https://fumbi.network/en/status/> – the primary source of public notices and updates on ongoing or resolved incidents;
- **website chat:** available directly on the website to ensure immediate support;
- **telephone hotline:** +421 2 210 050 50 – as a supplementary contact channel for urgent cases or technical assistance;
- **social media:** (e.g. LinkedIn, Facebook, Instagram, TikTok and others) – used as a supporting channel to redirect clients to official statements;
- **press releases:** in the case of large-scale incidents with reputational impact or in matters of public interest.

12. REPORTING OF UNAUTHORISED OR INCORRECTLY INITIATED INSTRUCTIONS OR EXECUTED CRYPTO-ASSET TRANSFERS. FUMBI'S

LIABILITY IN THE EVENT OF UNAUTHORISED OR INCORRECTLY INITIATED OR EXECUTED TRANSFERS

Without undue delay, and no later than the next Business Day after the day on which you become aware of any unauthorised, incorrectly initiated or executed Crypto-asset Transfers, or any other errors, discrepancies or inaccuracies in your Statement (Section 10), you are obliged to notify FUMBI of the identified defects. Such notification must be made no later than 14 days from the date of execution of the Transfer or delivery of the Statement.

FUMBI shall be liable for direct damage incurred by you as a result of unauthorised, incorrectly initiated or executed Transfers, where such unauthorised, incorrectly initiated or executed Transfers were caused exclusively by FUMBI through a failure to exercise due professional care in the performance of its obligations, in accordance with the conditions set out in Clauses 12.6 and 12.7 of the Terms and Conditions. FUMBI's liability for damage is limited to the market value of the Crypto-asset at the time the Transfer was executed. FUMBI shall compensate you for the damage where it is liable. FUMBI shall not be liable for damage caused by third parties.

FUMBI hereby informs you that you bear all damage or losses arising from unauthorised Transfers or incorrectly initiated or executed Transfers where such damage or losses arise as a result of the use of a lost, stolen or misused device or security credentials, or their unlawful acquisition. You also bear damage arising as a consequence of a breach of your obligations towards FUMBI.

13. CLIENT'S RIGHT TO TERMINATE THE CLIENT AGREEMENT

You may terminate the Client Agreement at any time by agreement, or unilaterally by notice of termination or withdrawal, in the manner or for the reasons set out in Article 5 of the Client Agreement.

This Policy on crypto-asset transfer services on behalf of clients becomes effective on **31 December 2025**.