TERMS AND CONDITIONS OF
FUMBI, s. r. o.
(Version effective as of 1 August 2026)

These Terms and Conditions govern the rights and obligations between **FUMBI** (as defined below) and the **Client** (as defined below).

FUMBI, s. r. o., is a company incorporated in Slovakia and having its registered office at Suché Mýto 6, Bratislava - Staré Mesto 811 03, with Company Identification Number (IČO) 55 651 232, and duly entered in the Commercial Register maintained by the Municipal Court Bratislava III, Section: Sro, File Reg. No.: 177108/B (hereinafter referred to as "**FUMBI**"), as a provider of crypto-asset services. FUMBI holds an authorisation to provide crypto-asset services, granted by a decision of the National Bank of Slovakia dated 17 December 2025, which came into full legal force and effect on 17 December 2025, pursuant to Regulation (EU) 2023/1114 of 31 May 2023 on markets in crypto-assets, amending Regulations (EU) No 1093/2010 and (EU) No 1095/2010 and Directives 2013/36/EU and (EU) 2019/1937 (hereinafter referred to as the "**MiCA Regulation**"). The terms herein shall also govern the relationship with you (hereinafter referred to as the "**Client**"), being the party who has executed a Client Agreement with FUMBI and, on that basis, utilises the crypto-asset services supplied by FUMBI.

The contractual relationship between FUMBI and the Client arises on the basis of the Client Agreement, which the Client accepted electronically via the FUMBI Platform, or which became effective for the Client as a result of the assignment and assumption of rights and obligations from the contractual relationship between the Client and FUMBI NETWORK j. s. a. to FUMBI, s. r. o., pursuant to the Agreement on the Assignment of Receivables and Assumption of Rights and Obligations dated 15 December 2025; these Terms and Conditions form an integral part of the Client Agreement.

In accordance with the MiCA Regulation, FUMBI provides the regulated crypto-asset services listed below through the Platform, which is technically operated by its parent company FUMBI NETWORK j. s. a., and which includes the web interface available at https://fumbi.network and other software solutions enabling the Client to use products and services provided by FUMBI.

The regulated crypto-asset services provided by FUMBI are as follows:

a) exchange of crypto-assets for funds or other crypto-assets;
b) custody and administration of crypto-assets on behalf of clients;
c) provision of advice on crypto-assets;
d) provision of crypto-asset portfolio management;
e) provision of crypto-asset transfer services on behalf of clients

(hereinafter collectively referred to as the "**Regulated Services**").

FUMBI also provides the following non-regulated crypto-asset services:

a) Staking and Launchpool services;
b) DeFi operations;

c) Collateralised lending;
d) Other supplementary active management services

(hereinafter collectively referred to as the "**Non-regulated Services**").

The Regulated Services and the Non-regulated Services are hereinafter collectively referred to as the "**Services**".

1. DEFINITIONS

The terms used in these Terms and Conditions or in the Client Agreement, when capitalised, shall have the following meanings:

Account	The electronic account maintained for the Client within the FUMBI system, through which the Client submits instructions for the execution of Comprehensive Trading Operations (specifically Deposits and Withdrawals) and monitors the status of their Portfolio. For the purposes of providing the Services, monetary values, fees and other amounts recorded on the Account are expressed in the currency euro (EUR).
Active Management	The business model defined and characterised in Clause 2.2 of these Terms and Conditions.
Airdrop	The free acquisition of Crypto-assets as described in Clause 4.6 of these Terms and Conditions.
AML Act	Act No. 297/2008 Coll. on the protection against the legalisation of proceeds from criminal activity and on the protection against terrorist financing, as amended.
AML Program	FUMBI's internal program of activities aimed at the prevention of money laundering and terrorist financing (FUMBI's internal regulation governing the conditions for the fulfilment of FUMBI's obligations pursuant to the AML Act).
Brokerage Services	The business model defined and characterised in Clause 2.1 of these Terms and Conditions.
Business Day	Any day other than a Saturday, Sunday, bank holiday, or non-working day in the Slovak Republic.
Client	A natural or legal person who has successfully registered on the FUMBI Platform and, by doing so, has entered into a Client Agreement with FUMBI.
Client Agreement	An agreement establishing the contractual relationship between FUMBI and the Client. This Agreement, including its schedules, appendices, and amendments, of which these Terms and Conditions form an integral part, stipulates all mandatory requirements under the MiCA Regulation. This includes, but is not limited to, the identity of the Contracting Parties, the nature

	and description of the Services, the custody policy, permitted means of communication, a description of the security systems, the fees and costs charged by FUMBI, and the governing law.
Collective Account	An account used by FUMBI to hold exclusively Client funds, as defined in Clause 9.2 of these Terms and Conditions.
Comprehensive Trading Operation	Refers to a Deposit, Withdrawal, Rebalancing, and Recomposition, all as defined in Clause 2.4 of these Terms and Conditions.
Confidential Information	Information as defined in Clause 15.1 of these Terms and Conditions.
Contracting Parties	FUMBI and the Client jointly, with each of them individually referred to as a "Party".
Crypto-asset	A digital representation of value or rights that can be transferred and stored electronically utilizing distributed ledger technology (DLT) or a similar technological framework.
Delegated Regulation 2025/1140	Commission Delegated Regulation (EU) 2025/1140 of 27 February 2025 supplementing Regulation (EU) 2023/1114 of the European Parliament and of the Council in respect of regulatory technical standards specifying the records to be kept of all services, activities, orders and transactions carried out in relation to crypto-assets
Deposit	The purchase of a Product, which is described in greater detail in Clause 2.4.1 of these Terms and Conditions.
Fiat Currency	Legal tender established by the domestic legal system of a country (e.g., the Euro (EUR), the US Dollar (USD), the Czech Koruna (CZK)), which is accepted by legal entities for the settlement of monetary obligations.
Final Balance	The balance of mutual financial claims and obligations between FUMBI and the Clients, which is transferred from the Collective Accounts to the Operating Accounts or vice versa as part of a Financial Settlement, as defined in Clause 9.2 of these Terms and Conditions.
Financial Settlement	The settlement of claims and liabilities between the Collective Account and the Operating Account, as defined in Clause 9.2 of these Terms and Conditions.
Fork	A change or division of an existing blockchain protocol that occurs as a result of an update to the consensus rules or software code, and which is described in further detail in Clause 4.6 of these Terms and Conditions.
FUMBI	FUMBI, s. r. o., is a company incorporated and registered under the laws of the Slovak Republic, having its registered office at Suché Mýto 6, Bratislava - Staré Mesto 811 03, with Company

	Identification Number (IČO) 55 651 232, and duly entered in the Commercial Register maintained by the Municipal Court Bratislava III, Section: Sro, File Reg. No.: 177108/B, which is the Provider of the Services under these Terms and Conditions.
FUMBI Algorithms	The Algorithms as defined in Clause 2.4 of these Terms and Conditions.
FUMBI Credit	Represents a monetary claim of the Client against FUMBI NETWORK j. s. a., recorded within the Platform as a unit of the credit system issued and managed by the company FUMBI NETWORK j. s. a., in accordance with the Agreement on the Terms and Conditions of Use of the Platform concluded between the Client and FUMBI NETWORK j. s. a. FUMBI Credit may be used by the Client as one of the methods of payment for Products and Services under these Terms and Conditions, provided such an option is available. For the avoidance of doubt, these Terms and Conditions do not govern the creation, **the acquisition, holding, recording, use, assignment of the claim,** or settlement of FUMBI Credit; these aspects are regulated exclusively by the aforementioned Platform Use Terms and Conditions Agreement.
FUMBI NETWORK j. s. a.	FUMBI NETWORK j.s.a. is a company incorporated and registered under the laws of the Slovak Republic, with its registered office at Suché Mýto 6, Bratislava - Staré Mesto 811 03, Slovak Republic, with Company Identification Number (IČO) 52 005 895, and duly entered in the Commercial Register maintained by the Municipal Court Bratislava III, Section: Sja, File Reg. No.: 57/B.
Fumbi Wallet	Means a separate software product made available by FUMBI, s. r. o., which has the nature of a Self-Hosted Wallet and enables the Client or User to generate and manage private keys or a seed phrase without custody of Crypto-assets by FUMBI. Fumbi Wallet is governed by the separate Terms of Use of the Fumbi Wallet and does not constitute a Service under these Terms and Conditions or a regulated crypto-asset service under the MiCA Regulation.
GDPR	The General Data Protection Regulation, being 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 on the free movement of such data, and repealing Directive 95/46/EC, as may be amended from time to time.
Identification Data	This refers to the data of a natural person as defined in Clause 3.3.1 of these Terms and Conditions.
Investment	An Investment is defined in Clause 2.4.1 of these Terms and Conditions.
Investment Questionnaire	The questionnaire is detailed in Clause 3.2 of these Terms and Conditions, the purpose of which is to assess the suitability of Crypto-assets or individual Products and Services offered by

	FUMBI for the Client. This includes, in particular, determining whether they align with the Client's risk tolerance and capacity to bear losses.
Minimum Deposit / Minimum Partial Withdrawal	The minimum value or volume of Crypto-assets, expressed in Fiat currency, that the Client is permitted to deposit or partially withdraw. These minimum requirements are defined in Clauses 2.4.1 and 2.4.2 of these Terms and Conditions and are further detailed in the applicable Price List.
MiCA Regulation	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.
Non-regulated Services	All crypto-asset services provided by FUMBI that fall outside the scope of regulation under the MiCA Regulation. These services include, but are not limited to: Staking and Launchpool services, Decentralised Finance (DeFi) operations, Collateralised lending, and Other supplementary active management services.
Operating Account	An account used by FUMBI to hold its own funds, as defined in Clause 9.2 of these Terms and Conditions.
Order	An instruction to execute one or more Transactions involving Crypto-assets, which is formally recorded for the purposes of Delegated Regulation 2025/1140. An Order may be generated either based on the Client's instructions as part of a Comprehensive Trading Operation (specifically, a Deposit or Withdrawal); or based on FUMBI Algorithms or a decision made by an authorised person at FUMBI.
Partial Withdrawal	A Withdrawal as defined in Clause 9.3 of these Terms and Conditions.
Personal Data Protection Act	Act No. 18/2018 Coll. on personal data protection and on amendments to certain acts, as may be amended from time to time.
Platform	Platform means a technological solution through which the Client may be provided with products and services offered by various companies belonging to the FUMBI NETWORK business group, its subsidiaries FUMBI Wealth Management, a. s. and DLT Payments OÜ, and in particular the crypto-asset services provided by FUMBI.
Portfolio	The sum total of Crypto-assets held on behalf of the Client within one or more Services provided by FUMBI. The Portfolio may be managed under the Brokerage Service business model (in which case it is passively managed) or under the Active Management business model. The Portfolio is consistently recorded in the Client's Account, and its value is subject to change based on the market value of the individual Crypto-assets and the Transactions executed in accordance with these Terms and Conditions.

Pricing Incident	A Technical Incident or event where the price of a Crypto-asset displayed on the Platform is objectively incorrect (an Incorrect Price). This includes, but is not limited to, instances where the displayed price is clearly and demonstrably inconsistent with the prevailing prices for that Crypto-asset across relevant or several independent market sources at the same time. The price displayed during a Pricing Incident shall be deemed an Incorrect Price.
Price List	Means the current document issued by FUMBI containing the applicable fees, minimum Deposits, limits, and other conditions related to the provision of the Services, as made available on the Platform.
Product	A specific Crypto-asset, a Portfolio of Crypto-assets, or a crypto-asset management tool made available by FUMBI to the Client via the Platform, which enables the Client to acquire, hold, or transfer Crypto-assets. Products are intrinsically linked to a specific business model. The current list of available Products, their classification under the Brokerage Services or Active Management business model, their basic description, risk profile, availability conditions and applicable fees shall be made available to the Client on the Platform, or, where applicable, in the Price List or in separate product information. FUMBI may change, supplement or restrict the list of available Products, subject to the conditions set out in these Terms and Conditions and in compliance with its obligations under the MiCA Regulation.
Profit	The amount representing the appreciation in value derived from Deposits.
Rebalancing	The process defined in Clause 2.4 of these Terms and Conditions.
Recomposition	The process defined in Clause 2.4 of these Terms and Conditions.
Regulated Services	All FUMBI services pertaining to any crypto-asset provided to Clients that fall within the meaning of the MiCA Regulation and the scope of the authorisation to provide crypto-asset services granted to FUMBI by the National Bank of Slovakia.
Self-Hosted Wallet	A digital wallet for storing Crypto-assets, as defined in Clause 6.2 of these Terms and Conditions, which is owned or managed by the Client or User, whereby FUMBI has no access to its private keys or seed phrase and is not able to restore access to the Crypto-assets held in such wallet. A Self-Hosted Wallet may be Fumbi Wallet or a third-party hardware or software wallet connected by the Client. The use of a Self-Hosted Wallet does not constitute the provision of custody or administration of Crypto-assets by FUMBI under these Terms and Conditions.

Services	All services provided by FUMBI under these Terms and Conditions, including both Regulated Services and Non-regulated Services.
Spread	Means a percentage mark-up to the reference price when the Client purchases a Crypto-asset, or a percentage deduction from the reference price when the Client sells a Crypto-asset, which represents FUMBI's remuneration for providing the service of exchanging Crypto-assets for funds or other Crypto-assets. The detailed methodology for determining the Spread is set out in Clause 5.2 of these Terms and Conditions and in the Crypto-asset Pricing Policy.
Staking	A Non-regulated Service through which a Client's crypto-assets may be involved in transaction validation mechanisms, the operation of blockchain protocols, or other similar processes, typically by means of their temporary locking, on the basis of which the Client may obtain a Yield in the form of crypto-assets. Staking is not a regulated service under the MiCA Regulation, and the Yield from Staking is not guaranteed.
Suitability Assessment	The formal process defined in Clause 3.2 of these Terms and Conditions.
Technical Incident	Any event of a technical nature that materially affects the proper provision of the Services. This includes, but is not limited to, instances causing: incorrect or incomplete display of data on the Platform, incorrect processing of Comprehensive Trading Operations or Orders generated by them, incorrect or duplicate creation of Orders, prevention of Transactions or incorrect execution of Transactions, incorrect calculation of balances, or other deviations from the normal functioning of the Services. A Technical Incident specifically covers, but is not limited to, a malfunction or failure of FUMBI or third-party systems, an outage or incorrect provision of crypto-asset pricing data, an outage of communication networks, or a failure of the blockchain network or other essential technical infrastructure.
Terms and Conditions	These Terms and Conditions form an integral and binding part of the Client Agreement executed between FUMBI and the Client.
Transaction	The acquisition or disposal of Crypto-assets resulting from their purchase, sale, or transfer. A Transaction may or may not be the outcome of the execution of an Order, and it is formally recorded within FUMBI's systems for the purposes of Delegated Regulation 2025/1140.
Transitional Period	Transitional Period means the period from 31 December 2025 to 31 March 2026 (inclusive), during which the temporary availability of the Non-regulated Service Staking is applied to Clients pursuant to Article 10, and during which Clients who use Products or Services subject to the Suitability Assessment are

	required to complete the Suitability Assessment in accordance with Clause 3.2 of these Terms and Conditions.
Transfers	Deposits and Withdrawals of Crypto-assets, as defined in Clause 6.1 of these Terms and Conditions, which the Client is entitled to execute exclusively within the Active Management business model.
Two-Factor Authentication	A security mechanism that requires the Client to verify their identity using two independent factors when accessing the Account or Service, as defined in Clause 3.3.6 of these Terms and Conditions.
User	User means a natural or legal person who has an Account created on the Platform on the basis of a Platform Terms of Use Agreement concluded with FUMBI NETWORK j. s. a. and who has not yet entered into a Client Agreement with FUMBI. A User also means a person who, prior to the effective date of these Terms and Conditions, had entered into a User Agreement with FUMBI NETWORK j. s. a., until such time as the person becomes a Client of FUMBI in accordance with Clause 10.
Withdrawal	The sale of a Product, which is described in greater detail in Clause 2.4.2 of these Terms and Conditions.
Yield	Means any performance credited for the benefit of the Client in the form of Crypto-assets, which arises in connection with the use of Non-regulated Services or in connection with the use of Services under the Active Management business model which is not the result of the sale of Crypto-assets and does not constitute a Profit. Yield may in particular include (i) rewards credited to the Client in connection with Staking or similar validation mechanisms, (ii) Crypto-assets obtained through launchpools or other reward programmes of third parties or protocols, (iii) rewards, interest, or other performance credited in connection with DeFi operations, and (iv) crypto-assets credited to the Client in connection with collateralised lending or the involvement of crypto-assets in lending mechanisms. The Yield is not guaranteed, its amount is not determined in advance, and it may change over time or be zero.

2. BUSINESS MODELS, PRODUCTS, AND COMPREHENSIVE TRADING OPERATIONS

FUMBI provides the Services under two distinct business models.

2.1 Brokerage Services Business Model

The Brokerage Services business model provides the following Regulated Services exclusively:

a) The service of exchanging crypto-assets for funds or other crypto-assets; and
b) The service of providing custody and management of crypto-assets on behalf of Clients.

The provision of Services under the Brokerage Services business model shall have the following characteristics:

- It is designed for Clients whose primary objective is to acquire Crypto-assets of their choice for the purpose of subsequent sale, or to purchase a FUMBI Product which represents a predefined structure of Crypto-assets with predetermined portfolio weightings;
- The service of providing custody and management of crypto-assets on behalf of Clients is provided strictly as a necessary supplement to the service of exchanging crypto-assets for funds or other crypto-assets;
- Services for the transfer of crypto-assets on behalf of Clients are not available. Should a Withdrawal be requested, the Client's Crypto-assets shall be sold, and the resulting funds shall subsequently be paid to the Client in Fiat currency;
- Rebalancing is performed exclusively and automatically based on predetermined parameters and without FUMBI having the ability to exercise its own discretion.

Information on the Products available under the Brokerage Services business model, including their basic description, availability conditions and applicable fees, shall be provided on the Platform, or, where applicable, in the Price List or in separate product information.

Under the Brokerage Services business model, the Client may, in addition to the Regulated Services under this Clause, also be provided with access to the Non-regulated Service Staking, if it is indicated as available on the Platform, in the Price List or in separate product information. Making Staking available under the Brokerage Services business model shall not affect the nature of this business model and shall not constitute the provision of the crypto-asset portfolio management Service or the crypto-asset advice Service.

2.2 Active Management Business Model

The Active Management business model provides the following Regulated Services:

a) The exchange of crypto-assets for funds or other crypto-assets;
b) The provision of custody and management of crypto-assets on behalf of Clients;
c) The provision of advice in the area of crypto-assets;
d) The provision of crypto-asset portfolio management; and
e) The provision of crypto-asset transfer services on behalf of Clients;

whereby Non-regulated Services may also be provided under this model.

The provision of Services under the **Active Management Business Model** shall have the following characteristics:

- The Crypto-asset Portfolio of a Client who has requested management services shall be actively managed in accordance with the specific authorisations granted by the Client to FUMBI;
- FUMBI Products with varying degrees of risk shall be offered to the Client, determined by the score achieved in the Investment Questionnaire;
- Crypto-asset custody and management services on behalf of the Client are provided separately or independently from the provision of other crypto-asset services;
- Crypto-asset transfer services on behalf of Clients are available, subject to the specifications detailed within these Terms and Conditions
- Services provided under the Active Management business model are not available to Clients who are legal entities..

Crypto-asset advice services and crypto-asset portfolio management services under the Active Management business model are provided to the Client only after the Suitability Assessment pursuant to Clause 3.2 of these Terms and Conditions has been carried out and evaluated; the provisions on the Transitional Period under Article 10 are not affected thereby.

Information on the Products available under the Active Management business model, including their basic description, risk profile, availability conditions and applicable fees, shall be provided on the Platform, or, where applicable, in the Price List or in separate product information.

Under the Active Management business model, the Client may, in addition to the Regulated Services, also be provided with access to Non-regulated Services through which FUMBI may carry out selected operations with the Client's Crypto-assets held in custody and administered by FUMBI for the purpose of increasing the Client's Yield. The Non-regulated Services under the Active Management business model include in particular:

a) **Staking and Launchpool services:** Enabling the Client to participate in transaction verification mechanisms or blockchain protocol operations by locking the Client's Crypto-assets for a specified period of time. This also includes participating in reward programs (Launchpools) provided by third parties or protocols;
b) **DeFi operations:** Providing the Client with access to opportunities to use their Crypto-assets within decentralised financial protocols. This includes, in particular, providing liquidity, participating in liquidity pools, yield farming, or other similar activities designed to facilitate the appreciation of Crypto-assets;
c) **Collateralised lending** - Using the Client's Crypto-assets as collateral for the purpose of obtaining a loan or other financial performance within decentralised or centralised platforms. Conversely, this also includes involving the Client's Crypto-assets in loan mechanisms, always subject to the conditions set by the relevant platform;
d) **Other supplementary active management services:** Any other similar services related to the utilisation of the Client's Crypto-assets within the framework of Active Management which FUMBI makes available, provided that such services do not constitute a regulated financial activity under specific legal regulations;

Non-regulated Services are provided within the Active Management business model only after the completion and evaluation of the Investment Questionnaire; this shall not affect the

possibility of the temporary use of the Non-regulated Service Staking during the Transitional Period pursuant to Clause 10.2 of these Terms and Conditions.

FUMBI's Non-regulated Services do not include the provision of custody or administration of Crypto-assets through Self-Hosted Wallets, nor any DeFi or Web3 functionality available through such wallets. This is without prejudice to FUMBI making Fumbi Wallet available as a separate software product without custody of Crypto-assets, which is governed by the separate Terms of Use of the Fumbi Wallet.

2.3 **Product Composition and Risk Profiles**

The risk rating of individual Products, Crypto-assets, and Services is assessed by the FUMBI Investment Committee prior to their launch into the market. Subsequently, the risk rating of Products, Crypto-assets, and Services shall be reassessed as necessary, but in any event, at least once per annum.

FUMBI may combine different Products with distinct risk levels as follows:

- Lower risk Products (A) — designed for Investment Profile 1;
- Medium risk Products (B) — designed for Investment Profile 2;
- High risk Products (C) — designed for Investment Profile 3.

Following the risk assessment in the Active Management model, Products shall be offered in different modes based upon the score achieved in the Investment Questionnaire.

2.4 **Comprehensive Trading Operations (Deposit, Withdrawal, Rebalancing, Recomposition)**

The purchase of a Product shall be referred to as a "**Deposit**", and the sale of a Product shall be referred to as a "**Withdrawal**".

FUMBI Algorithms are automated processes designed to either determine or execute investment decisions in accordance with the investment thesis and the description of individual Products (hereinafter referred to as "**FUMBI Algorithms**").

The FUMBI Algorithms take into account, but are not limited to, the following elements:
a) Determination of Crypto-assets and setting their weightings: The FUMBI Algorithms shall determine the ideal weightings of the current composition of Crypto-assets within Portfolio Products with regard to the Product's objective every five (5) minutes;

b) Rebalancing: Rebalancing of Crypto-assets within Portfolio Products may involve the purchase and sale of Crypto-assets between FUMBI and the Client according to a predetermined algorithm, without any discretion being exercised by FUMBI (hereinafter referred to as "**Rebalancing**"). Rebalancing restores the weightings of the Crypto-assets in the Product, as measured by their market value, to a predetermined ratio. The Rebalancing function is activated by default when using Portfolio Products;

c) Recomposition: In addition to Rebalancing, Portfolio Products may also be subject to Recomposition. Recomposition may take place according to a predetermined algorithm without any discretion being exercised by FUMBI, or alternatively, according to FUMBI's

discretion where the Crypto-asset portfolio management Service is provided (hereinafter referred to as "**Recomposition**"). Recomposition alters the specified weighting ratio for the Product, or removes or adds Crypto-assets to the Product.

Deposits, Withdrawals, Rebalancing, and Recomposition do not constitute Orders or Transactions within the meaning of Delegated Regulation 2025/1140. Instead, they are defined as **Comprehensive Trading Operations**, the unique identifier of which shall be recorded for each related Transaction.

Comprehensive Trading Operations (specifically Deposits and Withdrawals) shall, at a certain stage of execution, generate one or more Orders. The originator and decisive entity for such Orders is the Client, and the executing entity is the FUMBI ENGINE exchange execution algorithm. Orders become active and final at the time specified below in Clauses 2.4.1 and 2.4.2 of these Terms and Conditions, and **shall subsequently be executed in their entirety, thereby completing the relevant Transactions.** The finality of the Order shall not affect FUMBI's right to implement corrections, cancellations, or re-postings of Orders and Transactions in connection with a Technical Incident or Pricing Incident pursuant to Clause 12.8. The finality of the Order shall therefore not preclude its technical correction if it was created, executed, or posted based on a system error or incorrect data.

In a Comprehensive Trading Operation such as Rebalancing, the decisive entity is the Product algorithm, and the executing entity is the FUMBI ENGINE exchange execution algorithm or FUMBI employees acting in accordance with internal regulations.

In the case of a Comprehensive Trading Operation being a Recomposition, the decisive entity shall be the Technical and Investment Director of FUMBI. The executing entity shall be the FUMBI ENGINE exchange execution algorithm or FUMBI employees acting in accordance with internal regulations. Notwithstanding the foregoing, in the case of a Recomposition that is carried out according to a predetermined algorithm without FUMBI's discretion, the decisive entity shall also be the Product algorithm.

2.4.1 Deposit (Purchase of Crypto-assets for Fiat Currency or Other Crypto-assets)

The Client shall select the Product into which they wish to make a Deposit and shall specify the corresponding amount within the FUMBI Platform. The Client shall then remit this amount using their selected payment method in accordance with Clause 3.3.5, including the potential use of FUMBI Credit, where that option is available. The Deposit amount is subsequently received by a credit or payment institution where a separate Client Collective Account is maintained, or, in the case of a Deposit made in Crypto-assets, at a designated public blockchain address.

If the Client makes a Deposit using FUMBI Credit, FUMBI Credit shall be accepted in the provision of the Services solely as a method of payment of the price for Products and Services and shall not constitute a Crypto-asset. The use of FUMBI Credit to pay for a Deposit shall have no effect on the methodology for determining the price under Clause 5.2 of these Terms and Conditions, on the moment of finality of Orders, or on the method of execution of the relevant Transactions. FUMBI Credit represents only a method of payment or settlement of the monetary value of the Deposit through the mechanism governed by the Agreement on the Terms and Conditions of Use of the Platform; it does not alter the nature of the Product,

Service or Transaction to which the Deposit relates. The method of settlement, reduction, maintenance, use and assignment of the claim corresponding to FUMBI Credit shall be governed exclusively by the Agreement on the Terms and Conditions of Use of the Platform concluded between the Client and FUMBI NETWORK j. s. a. These Terms and Conditions do not govern the creation, acquisition, holding, recording, use, assignment of the claim or payout of FUMBI Credit.

Upon receipt of the Deposit, a verification check shall be performed in accordance with the AML Program. If the Deposit satisfies these conditions, it shall be assigned the status "approved".

The system shall then verify whether FUMBI possesses the required Crypto-assets available:

- If the required Crypto-assets are available: The system shall determine the price according to the methodology described in Clause 5.2 of these Terms and Conditions and further detailed in the internal regulation *Fumbi Exchange of Crypto-assets for funds or other Crypto-assets*. At this juncture, the **Deposit shall be considered "processed" and broken down into individual Orders, which become final immediately.** The Client shall acquire a claim for the purchased Crypto-assets, the quantity and price of which are determined. This claim shall increase the Client's available balance on their internal Account at FUMBI.
- If FUMBI does not hold the relevant Crypto-assets in stock**:** The system shall immediately attempt to acquire them from a trading partner. Following their acquisition, the procedure shall be the same as that detailed above;
- If immediate acquisition cannot be made: The Deposit shall remain in the "approved" status and shall await the opportunity for exchange.

The final Transaction price shall correspond to the market aggregate price prevailing at the time of the exchange adjusted by the Spread in accordance with Clause 5.2 of these Terms and Conditions and the Crypto-asset Pricing Policy and shall be made available to the Client via the Platform.

Subsequently, the Crypto-assets purchased by the Client shall be transferred as part of the daily Crypto Settlement, thereby increasing the current balance on the internal Account to the level of the available balance.

For the purposes of providing the Services, the Client is obligated to ensure that any Deposit is made for at least the amount specified in the valid Price List (hereinafter referred to as the "**Minimum Deposit**"); whereby FUMBI may temporarily reduce or not apply this value.

FUMBI undertakes to process a Deposit into the Product typically within one Business Day, but in any event, no later than five (5) days from the date upon which funds are received into the Collective Account and the conditions under these Terms and Conditions have been fulfilled.

FUMBI further undertakes to execute the subsequent Transfer of Crypto-assets as part of the daily Crypto Settlement typically on the Business Day immediately following the execution of the relevant Transactions, but in any event, no later than seven (7) Business Days. This

action shall settle the Client's claim and consequently increase the current balance of Crypto-assets to the available level.

2.4.2 Withdrawal (Sale of Crypto-assets for Fiat Currency or Other Crypto-assets)

The Client is entitled, at any time from the date of the execution of the Client Agreement, to submit an instruction to perform a Comprehensive Trading Operation Withdrawal in connection with the Crypto-assets to which the Services were provided.

FUMBI may permit the Client to make a partial Withdrawal from a Product (hereinafter referred to as a "**Partial Withdrawal**") whilst maintaining the conditions set out in these Terms and Conditions and the conditions specified in the Price List. In order to execute a Partial Withdrawal, the value of the Client's Crypto-assets in the Product must equal or exceed the amount specified in the valid Price List (hereinafter referred to as the "**Minimum Partial Withdrawal**") whereby FUMBI may temporarily reduce or not apply this value. The subject of the Partial Withdrawal shall primarily be the amount representing the appreciation in value derived from the Deposits (hereinafter referred to as "**Profit**"), and only subsequently the value of the Investment. The Investment represents the sum of the Deposits, reduced by the sum of that portion of the Partial Withdrawals by which the individual Partial Withdrawals exceeded the current Profit at the time of the relevant Partial Withdrawal (hereinafter referred to as the "**Investment**"). The amount of the Investment shall be calculated separately for each Product.

The Client is entitled to initiate a Withdrawal (which may be a Partial Withdrawal) to their FUMBI Credit balance, which can then be utilised to settle payments for FUMBI Products and Services. The execution of a Withdrawal by crediting the value to FUMBI Credit shall have no effect on the methodology for determining the price under Clause 5.2 of these Terms and Conditions, on the moment of finality of Orders, or on the method of execution of the relevant Transactions. FUMBI Credit represents only a method of settlement of the monetary value of the Withdrawal through the mechanism governed by the Agreement on the Terms and Conditions of Use of the Platform; it does not alter the nature of the Product, Service or Transaction to which the Withdrawal relates. Where a Withdrawal is executed by crediting the value to FUMBI Credit, the legal regime governing its increase, recording, use and payout shall be governed exclusively by the Platform Terms of Use Agreement entered into between the Client and FUMBI NETWORK j. s. a. For the avoidance of doubt, these Terms and Conditions do not regulate the creation, acquisition, holding, recording, useor settlement of FUMBI Credit.

The Client submits an instruction to execute a Comprehensive Trading Operation Withdrawal via the FUMBI Platform. The system subsequently determines the quantities of Crypto-assets to be sold and the SELL prices of the Crypto-assets determined in accordance with Clause 5.2 of these Terms and Conditions and the Crypto-asset Pricing Policy,, calculates the Withdrawal-related fees in Crypto-assets in accordance with the applicable Price List, and generates individual Orders for the sale of the relevant Crypto-assets to FUMBI, which are considered final immediately. The system calculates the amount of FUMBI's financial obligation in respect of the Crypto-assets sold by the Client, net of applicable fees. At this stage, the Withdrawal is assigned the status "executed". The Client's available balance in

Crypto-assets is reduced by the obligations to transfer the Crypto-assets to FUMBI's addresses.

Following the execution of the relevant Transactions, the sold Crypto-assets, including the related fees, are transferred from segregated client crypto wallets to FUMBI wallets as part of the daily Crypto Settlement, typically on the following Business Day, but no later than within seven (7) Business Days.

Following the daily Crypto Settlement, the Client's current balance in the sold Crypto-assets recorded on the internal Account at FUMBI is reduced to the level of the available balance, and the Client's corresponding obligation is thereby extinguished.

The funds corresponding to the executed Withdrawal, after deduction of applicable fees, are transferred from FUMBI's Operating Accounts to segregated Collective Accounts as part of the daily Financial Settlement. The system verifies whether the relevant Withdrawal has been included in both the daily Crypto Settlement and the daily Financial Settlement. If both conditions are met, the status of the Withdrawal is changed to "transferred".

A transferred Withdrawal is subject to a review in accordance with the AML Program. Provided that the conditions for reporting a Notification of Obligatory Operations (NOO) or any other circumstances requiring the withholding of payment under applicable legal requirements and the Client Agreement are not present, the Withdrawal is remitted from the Collective Account to the Client's bank account, typically on the following Business Day, but no later than within five (5) Business Days. The status of the Withdrawal is then changed to "paid".

3. CONDITIONS FOR ACCESS TO THE SERVICES

3.1 Registration

If the Client is a natural person, the Client may use the Services only if the Client has reached at least 16 years of age. A Client who has not reached the age of 18 declares that they use the Services with the consent of their legal guardian and to an extent appropriate to their age and mental maturity. FUMBI shall not be liable for the use of the Services by a person who does not meet the conditions set out in this paragraph or who acts without the consent of their legal guardian.

Prior to the provision of the Services, a person wishing to become a Client is required to conclude a Platform Terms of Use Agreement with FUMBI's parent company, FUMBI NETWORK j. s. a., and to complete registration on the Platform by creating a user account (hereinafter referred to as the "**Account**"). Registration is completed upon successful completion of the required identity verification (KYC) and acceptance of the Platform terms of use.

By concluding the Platform Terms of Use Agreement and completing the registration, the person acquires the status of a User of the Platform and gains access to the Account. The Account enables, in particular, the management of the User's profile, the depositing and

withdrawal of FUMBI Credit, and the use of other Platform functionalities that do not constitute crypto-asset services provided by a crypto-asset service provider.

In order for a registered User of the Platform to begin using Services provided by FUMBI in its capacity as a crypto-asset service provider, the User must conclude a Client Agreement and accept these Terms and Conditions; upon such acceptance, the User becomes a Client of FUMBI.

Upon the conclusion of the Client Agreement, the Client is granted access to the use of the Services under the **Brokerage Services** business model. The use of the Services under the **Active Management** business model is possible only after the fulfilment of the conditions set out in Clause 3.2 of these Terms and Conditions, in particular after the completion of the **Suitability Assessment**.

For Users who had concluded a user agreement with FUMBI NETWORK j. s. a. prior to the effective date of these Terms and Conditions and who became Clients of FUMBI in accordance with Article 10 of these Terms and Conditions, a specific transitional regime pursuant to Article 10 shall apply.

Legal entities are entitled to use exclusively the Services provided under the **Brokerage Services business model**. The **Active Management business model** and the **Transitional Period** pursuant to Article 10 of these Terms and Conditions do not apply to legal entities. Legal entities do not have access to Products and Services for which the MiCA Regulation requires a **Suitability Assessment** pursuant to Clause 3.2 of these Terms and Conditions.

3.2 Investment Questionnaire

Where a Client who is a natural person intends to use the Services under the Active Management business model, the Client is required to expressly indicate, through the Platform, their intention to transition to the use of Services under this model and subsequently complete the Investment Questionnaire.

The purpose of the Investment Questionnaire is to provide FUMBI with the information necessary to assess the suitability of its Products and Services for the Client, in particular information relating to the Client's knowledge and experience in investing, including investments in Crypto-assets, the Client's investment objectives, including risk tolerance, the Client's financial situation, including the ability to bear losses, and the Client's basic understanding of the risks associated with the acquisition of Crypto-assets.

Based on the evaluation of the Investment Questionnaire, FUMBI shall assess whether the Crypto-assets and/or individual Products and Services offered by FUMBI are suitable for the Client, in particular whether they are consistent with the Client's risk tolerance and ability to bear losses (the **"Suitability Assessment"**). Following the initial Suitability Assessment, FUMBI shall regularly review and reassess the Suitability Assessment for the Client, at least once every two (2) years.

Following the completion of the initial Suitability Assessment, as well as after each subsequent review (reassessment), FUMBI shall provide the Client with a **suitability report**,

specifying the investment advice provided and explaining how such advice corresponds to the Client's preferences, objectives, and other relevant characteristics. The suitability report shall be prepared and provided to the Client in electronic form.

If the Client fails to complete the Investment Questionnaire, FUMBI shall not permit the Client to use Crypto-asset advisory Services, Crypto-asset portfolio management Services, or any other Services for which the MiCA Regulation or FUMBI's internal regulations require the performance of a Suitability Assessment. This restriction shall not apply to Clients subject to the transitional regime pursuant to Article 10, who, during the Transitional Period, are granted access solely to the scope of Services specified in Clause 10.2 of these Terms and Conditions.

3.3 Requirements under the AML Act

FUMBI is a regulated entity as defined under Section 5(1)(b)(15) of Act No. 297/2008 Coll., concerning the prevention of money laundering and terrorist financing (hereinafter referred to as the "**AML Act**"). In line with the AML Act's requirements, FUMBI must perform client due diligence (CDD) before providing any Services. This due diligence includes, but is not limited to: Identification of the Client; Verification of the Client's identity; and Classification of the Client's risk profile. These activities, along with others set out in the FUMBI AML Program (specifically Annex 1: AML Risk Assessment), must be completed prior to the delivery of Services.

FUMBI is entitled to the following:

a) To process the Client's personal data for the purposes of the AML Act, specifically in connection with the prevention and detection of money laundering and terrorist financing activities;

b) FUMBI is entitled to carry out due diligence concerning the Client, as defined under the AML Act. FUMBI is also entitled to establish whether the Client, or any commercial transaction related to the trade, is subject to international sanctions under the AML Act, the Act on the Implementation of International Sanctions, or any other binding legal instruments, including those standards that are legally binding under European or international law. The Client must provide FUMBI with the necessary assistance, and supply all information and documents requested by FUMBI for this purpose;

c) FUMBI reserves the right to immediately terminate the contractual relationship with the Client or refuse to execute any transaction related to the Client (including any actions requested by the Client or their authorised representative), should FUMBI be unable to satisfy its due diligence obligations concerning the Client under the AML Act, or if the Client refuses to disclose the party on whose behalf they are acting, and for this purpose, FUMBI is also entitled to temporarily or permanently block the execution of transactions or any actions concerning the Client or the authorised representative, and to freeze all assets as part of implementing measures resulting from international sanctions;

d) FUMBI reserves the right to refuse to execute a Comprehensive Trading Operation, Order, Transaction, or any other action involving the Client's funds under these Terms and Conditions if FUMBI discovers or suspects that the transaction has any direct or indirect connection with entities, countries, goods, or services that are directly and/or indirectly subject to embargoes, restrictive measures, European, and/or other international sanctions;

e) FUMBI is entitled to refuse to carry out such an operation, Order, or Transaction if it determines that the operation has any direct or indirect connection with entities, countries, goods, or services that FUMBI assesses as high-risk, specifically in terms of a potential threat to the interests of protection against money laundering or tax evasion, the maintenance or restoration of international peace and security, the protection of fundamental human rights, good morals, or the fight against terrorism;

f) FUMBI reserves the right to refuse to execute a Comprehensive Trading Operation, Order, or Transaction if FUMBI suspects that its execution might constitute a breach of statutory regulations or be in contravention of FUMBI's internal policy;

g) FUMBI is entitled to apply restrictive measures to the Client's FUMBI account if it has reasonable grounds to suspect that the Client's activities may be contrary to statutory regulations or FUMBI's internal policy;

h) FUMBI is entitled to refuse to execute a Comprehensive Trading Operation, Order, or Transaction, restrict access to services, or unilaterally terminate the contractual relationship with the Client if:

- The Client fails to provide the necessary information or documents for the proper performance of due diligence under the AML Act within a reasonable timeframe after being requested to do so by FUMBI.
- The Client repeatedly provides outdated, incomplete, patently incorrect, or contradictory data or documents, thereby preventing or hindering FUMBI from fulfilling its statutory obligations.
- The Client unreasonably and repeatedly delays communication or the submission of required documents, despite having been duly, clearly, and demonstrably notified of the requirement to submit them and the consequences of non-delivery.
- The Client fails to cooperate in a manner that would enable FUMBI to properly discharge its duties, in a timely manner, and to the extent required by law, particularly in relation to the obligation to continuously monitor the business relationship, update data, assess risk, and identify the Ultimate Beneficial Owner (UBO).

In such cases, the Company reserves the right to block the Client's access to the FUMBI Account and terminate the contractual relationship if it is not possible to properly fulfil its legal obligations concerning the prevention of money laundering and terrorist financing.

3.3.1 Basic Client Due Diligence

FUMBI is entitled to request the following information from Clients who are natural persons or sole traders (natural persons who are entrepreneurs), as part of Basic Due Diligence:

- Full name (first name and surname);
- Birth identification number (if not assigned, then Passport Number);
- Nationality;
- Gender;
- Permanent address or other legally authorised residential address; and
- Type and number of identity document.

(Hereinafter referred to as "**Identification Data**").

In addition to the above data, for the purposes of the future provision of Services (and prior to providing them), FUMBI is legally required to request the Client to provide supporting information and documentation beyond the scope of the Identification Data. This is for the purpose of carrying out due diligence in accordance with the AML Act, and may include, but is not limited to:

- A copy of an identity document;
- Proof of permanent or other legal residence;
- Documents substantiating the place of residence, such as a properly issued utility bill (e.g., for electricity or other services), a bank account statement showing the Client's identification details and corresponding address, or an extract from the population register;
- A record of the Client's identity verification via a liveness check (capturing dynamic actions as instructed by FUMBI or the verification service provider), together with verification of the identity document's legibility and the Client's facial recognisability; and
- Information and documentation proving the source of the Client's funds and assets.

FUMBI is obliged to exercise an appropriate level of care within the meaning of these Terms and Conditions, in accordance with the AML Act and the AML Program, in relation to a Client that is a legal entity. For the purposes of carrying out basic due diligence concerning a Legal Entity Client, FUMBI is required to request the following information or documents:

- Trading name (or Business/Company name);
- LEI number (if assigned);
- Registration number (or Company number / ID number/ IČO);
- Registered office address;
- Identification details of the entry in the relevant register (e.g., Company House, Business Register);
- Copies of identity documents of the Statutory Directors and Ultimate Beneficial Owners (UBOs) of the Client, along with their data within the scope of the Identification Data pursuant to clause 3.3.1 of these Terms and Conditions;
- Proof of the registered office address (such as a properly issued utility bill for electricity or other services, a bank account statement showing the identification details and corresponding address of the Client, or an extract from the Companies Register or Business Register or a similar register);
- A record of identity verification for the person setting up the Client Account by means of a *liveness check* (recording dynamic actions as instructed by FUMBI or the verification service provider), together with verification of the identity document's legibility and facial recognition, as well as the Identification Data of that person.

- Information regarding the Client's ownership structure up to the Ultimate Beneficial Owners (UBOs), to the extent of the Identification Data detailed in clause 3.3.1 of these Terms and Conditions for natural persons, and for legal entities: i) Trading name; ii) Registration number; iii) Registered office address of the Client's partner; and iv) Identification details relating to the Client's partner's entry in the relevant register.
- Information and documentation proving the source of funds and assets.
- Identification data and verification of the identity of any authorised representative designated and authorised by the Client, in the manner required by FUMBI for various activities related to the management of the Client's Account.

3.3.2 **Enhanced Due Diligence (EDD)**

If, based on a risk assessment within the meaning of the AML Act and/or the AML Program, FUMBI determines that a specific Client presents a higher risk of money laundering or terrorist financing, FUMBI is entitled and obliged to request information or documents from that Client beyond the scope of the data required for the provision of Basic Due Diligence pursuant to Clause 3.3.1 of these Terms and Conditions.

FUMBI is entitled to carry out Enhanced Due Diligence (EDD) concerning the Client, in accordance with these Terms and Conditions and within the meaning of the AML Act, either at the request of the Competent Authority and/or another authorised institution, or at its own discretion for the purposes of fulfilling statutory and other obligations.

3.3.3 **Accuracy and Timeliness of Client Information**

The Client is responsible for the accuracy, correctness, and completeness of all data provided to FUMBI, particularly the information submitted during registration and for the purposes of identity verification and other requirements stipulated in the Client Agreement or these Terms and Conditions. FUMBI shall proceed on the assumption that all such data is true and correct. Accordingly, FUMBI shall not be liable for any loss or damage that may arise, or has arisen, as a result of any errors, inaccuracies, incomplete information, or other deficiencies in the data supplied by the Client.

By providing any information under these Terms and Conditions, the Client confirms that the information supplied to FUMBI is true, accurate, and complete. The Client further undertakes to notify FUMBI of any changes to the information or documents provided without undue delay following such a change, and in any event, no later than within fifteen (15) days.

FUMBI reserves the right to exercise an appropriate level of due diligence in relation to the Client, consistent with these Terms and Conditions, for the purpose of verifying the current status, truthfulness, or accuracy of the data provided by the Client. This right may be exercised repeatedly throughout the term of these Terms and Conditions.

3.3.4 **Right to Verify Identity**

For the purpose of verifying the Identification Data (or 'Identity Data'), or any other data or documents provided, FUMBI is entitled to take all necessary measures to verify the identity of the Client and, where applicable, the identity of the Client's ultimate beneficial owners (UBOs). FUMBI shall also take all necessary steps to protect against: fraudulent conduct, money laundering (legalisation of proceeds from criminal activity), the financing of terrorism and any other unlawful activity. These verification measures may be carried out either directly by FUMBI or through a nominated third party.

For the purpose of confirming the Client's identity, FUMBI reserves the right to verify the accuracy and completeness of any data and/or documents furnished by the Client.

FUMBI shall review the data, documents, or other records that it is required to accept pursuant to the Client Agreement and these Terms and Conditions to ensure their compliance with the provisions herein. Notwithstanding the above review, FUMBI shall not be held responsible for any of the following: the authenticity, validity, or certified translation of these documents, the consistency of their content, the truthfulness, accuracy, or completeness of the data contained within them.

For the purpose of verifying the Client's identity or performing its due diligence obligations as required under applicable Anti-Money Laundering (AML) legislation, FUMBI may utilise third-party solutions. These solutions may include, but are not limited to, software leveraging biometric verification or artificial intelligence (AI) technology.

3.3.5 Payment Details, Methods, and FUMBI Credit

Deposits of funds into the Client's FUMBI Account are only permissible if the Client can demonstrate full rights of disposal over the originating payment account from which the transfer is made. The provision of Services under these Terms and Conditions is strictly conditional upon the Client's registered payment connection details within the Account interface corresponding precisely to the Client's bank account or other payment account over which the Client holds the rights of disposal. Deposits made in the form of Crypto-assets are only available for selected Services within the Active Management business model. For the purpose of procuring Services, the Client may also utilise other payment methods accepted by FUMBI, such as prepaid vouchers or alternative methods, subject to their availability on the Platform. FUMBI further permits Clients to use FUMBI Credit to enhance client convenience and comfort in engaging with the Services.

The Client may also use FUMBI Credit to pay for Products and Services in accordance with these Terms and Conditions, provided this option is made available on the Platform. FUMBI shall only accept FUMBI Credit as a method of payment when providing the Services. The legal relationships pertaining to the acquisition, possession, registration, or payment using FUMBI Credit shall be governed exclusively by the Platform Terms of Use Agreement, which is concluded between the Client and FUMBI NETWORK j.s.a.

Prepaid vouchers designated for the purchase of FUMBI products and Services must be acquired directly from FUMBI via the Platform interface. These vouchers are intended exclusively for gifting to a third party. The recipient may subsequently, upon successful registration on the Platform and execution of a Client Agreement with FUMBI, use the voucher to procure FUMBI products and Services. The original purchaser of a prepaid voucher is not entitled to transfer it to any third party for valuable consideration (i.e., for money or equivalent value). Should such a transfer for consideration occur in breach of this provision, FUMBI does not warrant the validity of the prepaid voucher and shall not be liable for any loss or damage incurred by the purchaser of the invalid voucher.

3.3.6 Account Protection

The Client is obliged to maintain the confidentiality of their Account access data and must ensure, to a reasonable degree, the protection and security of all devices used to access the Platform or the Account.

For the purpose of performing certain Account-related activities, the Platform may enable the Client to implement two-factor authentication (2FA) via SMS or a dedicated mobile application (e.g., Google Authenticator or any similar application). This optional security

measure shall be referred to hereinafter as "**Two-Factor Authentication**." Instructions for setting up Two-Factor Authentication are available via the Platform interface.

The Client is obliged to use a suitable device (including, but not limited to, a smartphone, tablet, computer, or other device) for the purpose of accessing the Services and the Platform. The Client bears sole responsibility for the procurement, maintenance, and ensuring the ongoing compatibility of the device in question with the necessary software, hardware, or other technical requirements for the provision of the Services, including the maintenance of a stable internet connection.

For the purpose of securing the Account, FUMBI reserves the right to restrict the Client's use of the Account to the extent deemed necessary. This restriction may remain in force until the Client has satisfied the relevant due diligence and care requirements set out in Clause 3.3.1 et seq. of these Terms and Conditions.

FUMBI reserves the right to restrict the Client's access to the Account should the Client fail to provide FUMBI with the requisite information or documents necessary for FUMBI to perform its due diligence obligations under these Terms and Conditions, or should the Client provide such information at an insufficient scope or quality.

FUMBI also reserves the right to restrict the Client's access to the Account in the event that FUMBI holds a reasonable suspicion that a criminal offence or other unlawful activity has been committed, or may be committed, in connection with the Client's Account.

Should the Client's access to the Account be restricted, FUMBI undertakes to inform the Client of this action without undue delay, unless such notification would contravene mandatory statutory provisions or a binding decision issued by the competent authority.

4. CRYPTO-ASSETS CUSTODY AND MANAGEMENT SERVICES

4.1 Basic Principles of Custody

FUMBI shall take all appropriate steps to safeguard the Client's proprietary rights to their Crypto-assets and the means of access thereto held by FUMBI. This is particularly important in the event of FUMBI's insolvency, and to prevent the Client's Crypto-assets and their means of access from being used for FUMBI's own benefit. This is achieved, in particular, by ensuring the segregation of FUMBI's own Crypto-assets from those belonging to the Client.

To this end, FUMBI shall hold the Clients' Crypto-assets and funds separately from its own. Specifically, the Clients' Crypto-assets shall never be located at the same public address as FUMBI’s own Crypto-assets, and the Clients' funds shall never be held in the same account as FUMBI's funds.

In the event of FUMBI's liquidation, insolvency, or enforcement proceedings (such as a winding-up order or a court judgment), the Clients' Crypto-assets and funds shall remain ring-fenced and unaffected, as they are held separately from FUMBI's own assets.

4.2 Security Infrastructure

FUMBI shall provide the Crypto-asset custody Services in a manner that ensures the secure operational infrastructure and protection against the loss, theft, or unauthorised disclosure of

the data required for managing the Crypto-assets, in particular the private keys. To ensure a high level of protection, FUMBI utilises institutional-grade management technologies predicated on the principle of *Multi-Party Computation (MPC)*. This approach allows for the distributed and multi-layered management of access to the Crypto-assets, without the need for the centralised storage of private keys.

FUMBI delivers its custody services whilst adhering to the highest security standards, through the implementation of a combination of multiple technologies and protective measures, notably the Fireblocks solution alongside other supplementary Crypto-asset custody systems. These systems are implemented in strict compliance with the internal policy document governing the Custody and Management of Crypto-assets.

4.3 Transaction Authorisation Policy

Access to the keys is secured by a Transaction Authorisation Policy. This Policy is implemented using partial keys based on Shamir's Secret Sharing Scheme (or "Shamir's algorithm"), which are assigned to specific individuals or designated job roles in accordance with the internal Organisational Regulations.

No individual who has not been issued a personal key in accordance with the Transaction Authorisation Policy shall have access to the Crypto-assets. Any transfer of Crypto-assets under any Transaction Authorisation Policy requires the approval of at least two authorised persons.

The Transaction Authorisation Policy incorporates a hierarchically structured system of approval levels and limits governing the various types of Crypto-asset transfers.

Under this system, transfers exceeding a pre-determined threshold may require the counter-signatures of members of the statutory body or personnel from the Risk Management, Oversight, and Internal Control Department. This measure is implemented to ensure robust risk management, regulatory oversight, and independent internal control.

4.4 Liability for Losses

FUMBI shall be liable to the Client for the loss of any Crypto-assets or the corresponding access credentials, where such loss is a direct result of an incident attributable to FUMBI. FUMBI's liability under this clause is strictly limited to the market value of the Crypto-assets lost, assessed at the time the loss occurred. FUMBI shall not be held liable for incidents that are not attributable to it. This includes any event which FUMBI can demonstrate occurred independently of its control, such as, but not limited to, a malfunction or operational issue related to a distributed transaction ledger or database that FUMBI does not control.

In the event of such an incident, FUMBI shall immediately inform the Client of the occurrence and nature of the incident, alongside the remedial action taken.

4.5 Position Statement

FUMBI shall furnish Clients with a statement of their holdings of Crypto-assets recorded in their name at least once every three months and, upon request, also at any time at the request of the relevant Client.

This statement shall be provided in electronic format.

The position statement shall identify the relevant Crypto-assets, their balances, their value, and any transfers of Crypto-assets carried out during the relevant period.

4.6 Airdrop and Fork

The Client acknowledges and accepts that, within Crypto-asset ecosystems, new Crypto-assets are occasionally distributed free of charge by crediting them to the addresses holding existing Crypto-assets (hereinafter referred to as an "**Airdrop**"). Such events are typically intended to promote the wider use of the new assets and to raise awareness of their existence and functionality. Furthermore, in connection with the technological advancement of Crypto-assets, the underlying technological solution of a given Crypto-asset may be subject to change. This development may result in the splitting or duplication of the transaction ledger (be it a blockchain or other Distributed Ledger Technology (DLT)), thereby creating a new, separate network (hereinafter referred to as a "**Fork**"). Following a Fork, new Crypto-assets may be subsequently distributed either via the Airdrop process or through a similar distribution mechanism.

The Parties agree that any Crypto-assets which are credited to the Client in connection with the provision of Services by FUMBI, whether by Airdrop, Fork, or otherwise related thereto, shall be the property of the Client. The Client shall be liable for any associated costs and fees incurred in connection with the handling of such Crypto-assets (obtained via Airdrop or Fork), and these shall be borne by the Client in accordance with the Price List.

In the event that the exercise of the right to acquire Crypto-assets through an Airdrop process or in connection with a Fork requires an active election on the part of the Client, FUMBI shall be under no obligation to perform such an action on the Client's behalf. Notwithstanding the foregoing, FUMBI may, from time to time, perform the requisite action on its own initiative if it deems it appropriate to do so, and shall be entitled to charge the relevant fee for such action in accordance with the Price List.

4.7 Security Policy and Risk Management

FUMBI has implemented a security and risk management framework in accordance with the requirements of the MiCA Regulation, ensuring an appropriate level of protection of Clients' Crypto-assets and data, as well as the secure and reliable provision of the Services. This framework includes, in particular, internal risk management and security policies and procedures, measures for the prevention, detection, and resolution of security incidents, a business continuity and disaster recovery plan, technical and organisational measures for the protection of data and Crypto-assets, as well as control mechanisms and ongoing testing of the effectiveness of security measures.

Furthermore, all FUMBI security systems are integrated into the internal Risk Management Directive's framework, thereby ensuring the mandatory, regular identification, assessment, and mitigation of risks in strict accordance with the MiCA Regulation.

FUMBI employs advanced technical solutions to maintain a high level of security, including multi-factor authentication, data encryption, segregated storage, and robust transaction

approval processes. These security measures are subject to regular evaluation and review and are updated as necessary.

FUMBI further requires that all service providers and subcontractors engaged in the provision of Services meet requisite security and reliability standards. The selection and due diligence of all subcontractors shall be conducted in strict adherence to internal procedures and in compliance with the MiCA Regulation.

In the event of an incident which may prejudice the security or availability of the Client's Crypto-assets, FUMBI shall promptly take appropriate remedial measures to minimise the impact, and shall inform the Client where necessary to protect the Client's interests.

5. CRYPTO-ASSETS EXCHANGE SERVICES

5.1 The Service governing the exchange of crypto-assets for Fiat Currency or other Crypto-assets shall be provided under one of the following business models: (i) The Brokerage Service Model; or (ii) The Active Management Model. Each model represents a distinct method for executing Client orders and managing the associated Crypto-assets. A detailed description of the provision of these Services, including the individual steps involved in the exchange process, is set forth in Clause 2.4 (Comprehensive Trading Operations: Deposit, Withdrawal, Rebalancing, Recomposition) of these Terms and Conditions.

5.2 **Pricing Mechanism**

Pricing in the exchange of Crypto-assets for funds or other Crypto-assets is based on objective market data aggregated from multiple reliable sources. The reference price represents the aggregated market price of a Crypto-asset determined according to the methodology set out in the Crypto-asset Pricing Policy available on the Platform.

The price for the Client is derived from the reference price by applying the Spread. When the Client purchases a Crypto-asset, the BUY price is used, i.e. the reference price increased by the Spread; when the Client sells a Crypto-asset, the SELL price is used, i.e. the reference price decreased by the Spread.

The Spread is not a separate fee charged under the Price List, but forms part of the pricing mechanism used to determine the BUY price and the SELL price. This is without prejudice to FUMBI's right to charge the Client the fees set out in the Price List.

The detailed methodology for determining the reference price, the sources of pricing data, including the primary and backup source, the method of applying the Spread, the frequency of price updates, the method of transparently informing the Client, and information on the current amount of the Spread are set out in the Crypto-asset Pricing Policy available on the Platform. Fees are charged in accordance with the Price List.

5.3 **Non-Discriminatory Trading Policy**

In compliance with Article 77(1) of the MiCA Regulation, FUMBI maintains a trading policy that guarantees equal conditions for all Clients involved in the exchange of Crypto-assets for either fiat currency or other Crypto-assets.

All approved Deposits—for which FUMBI holds the necessary Crypto-assets in stock—are processed and executed in strict chronological order according to the time they were received. This adheres to the *'first come, first served'* principle.

6. CRYPTO-ASSET TRANSFER SERVICES ON BEHALF OF CLIENTS

6.1 Availability of Client Crypto-asset Transfer Services

A Client may only make Deposits and Withdrawals of Crypto-assets (hereafter referred to as "**Transfers**") after fulfilling the relevant conditions stipulated by the AML Act and the AML Program. These Transfers are strictly permitted within the Active Management business model. A Client is restricted to performing Transfers exclusively to Crypto-asset addresses that:

- were generated directly on the Platform, or
- for which the Client has successfully proven ownership (for example, by digitally signing a message from their Self-Hosted Wallet).

6.2 Self-Hosted Wallets

The FUMBI Platform may make available to the Client a technical tool for creating private keys for a Self-Hosted Wallet directly on the Client's device. Alternatively, the Client may connect their own hardware or software wallet and authenticate the address from such wallet by signing a message on the blockchain.

Given that the private keys are generated or authenticated through the FUMBI application without FUMBI obtaining access to them or the ability to restore them, such wallets are Self-Hosted Wallets. The creation, connection or authentication of a Self-Hosted Wallet through the FUMBI application does not constitute the provision of custody or administration of Crypto-assets by FUMBI within the meaning of these Terms and Conditions.

A Self-Hosted Wallet may be made available to the Client as a separate software product, Fumbi Wallet, provided by FUMBI on the basis of the separate Terms of Use of the Fumbi Wallet, or as a third-party hardware or software wallet connected by the Client. The use of Fumbi Wallet constitutes a separate legal relationship distinct from the Client Agreement and these Terms and Conditions.

FUMBI does not provide crypto-asset transfer services, whether in the position of sender or recipient, in relation to any wallets other than those validated pursuant to this Clause and Clause 6.3 of these Terms and Conditions.

FUMBI shall be liable for Fumbi Wallet solely to the extent set out in the Terms of Use of the Fumbi Wallet. The provider of a third-party Self-Hosted Wallet shall be solely responsible for its operation, security, functionality, terms and conditions, and risks. Under these Terms and

Conditions, FUMBI shall not be liable for any loss, disclosure or misuse of private keys or a seed phrase, for an incorrect entry or the irreversibility of a blockchain transaction carried out through a Self-Hosted Wallet, or for the functioning of blockchain networks, decentralised applications, smart contracts or other third-party services available through a Self-Hosted Wallet.

6.3 Validation and Security Measures

Prior to the initial Transfer to their own Self-Hosted Wallet from the custody and management service provided by FUMBI, the Client is required to validate such Self-Hosted Wallet or address .by means of a bank transfer made in their own name. As an alternative, the Client may opt for validation via biometric authentication or authentication of the address by signing a message on the blockchain.

A Transfer that the Client initiates in the FUMBI application and on the basis of which the Client intends to transfer Crypto-assets to their Self-Hosted Wallet must, in addition to the prior validation of such Self-Hosted Wallet, be confirmed by the Client's password and Two-Factor Authentication.

FUMBI employs rigorous technical and organisational measures designed to protect against unauthorised transfers and fraudulent activity. FUMBI will notify the Client of any suspected or confirmed security incidents via a secure channel (such as an in-application notification and/or email).

If the Client's Self-Hosted Wallet is Fumbi Wallet, FUMBI operates solely the software interface of Fumbi Wallet to the extent set out in the Terms of Use of the Fumbi Wallet, without access to the Client's private keys or seed phrase and without providing custody or administration of Crypto-assets under these Terms and Conditions. If the Client uses a third-party Self-Hosted Wallet, its provider shall be solely responsible for its operation, security, functionality, terms and conditions, and risks.

6.4 Information on Individual Transfers

Upon receipt of an instruction for a Transfer, but prior to its execution, FUMBI shall provide the Client with the following information on the Platform:

- A brief and standardised notice indicating whether, and at what point, the Transfer of Crypto-assets will become irrevocable or sufficiently irrevocable in the event of probabilistic settlement,
- Information detailing the total amount of all fees payable by the Client for the Transfer of Crypto-assets, and where applicable, a breakdown of these fees. This breakdown shall, for example, distinguish between transaction fees charged for the transaction via the relevant DLT network, and other fees levied by FUMBI for its Services.

Following the completion of the Transfer, FUMBI shall furnish the Client with a detailed confirmation containing the following particulars:

- The full name of both the sender and the recipient.

- The address of the distributed transaction database or the sender's Crypto-asset account number.
- The address of the distributed transaction database or the recipient's Crypto-asset account number.
- Reference data that enables the Client to uniquely identify each Crypto-asset Transfer.
- The precise amount and type of Crypto-assets that were either transferred or received.
- The date on which the Crypto-asset Transfer was debited or credited.
- The total amount of all fees, payments, or commissions associated with the Crypto-asset Transfer and, where applicable, a breakdown of these amounts.

The information specified in the previous paragraph shall be supplied free of charge and in electronic format, unless the Client requests it more frequently than once per calendar month. This information will be delivered electronically via e-mail or by securely storing it within the Client's Account on the Platform. The Client shall, in all cases, receive notification regarding the execution of a Transfer immediately after its completion.

6.5 Deadlines for Execution and Termination of Instructions

Deposits made to FUMBI from a Client's self-hosted address are accepted continuously, but it should be noted that these do not fall under the Crypto-asset transfer services provided by FUMBI.

Instructions for a Withdrawal to the Client's Self-Hosted Wallet are also accepted by FUMBI on a continuous basis, with the time of receipt of the instruction being officially recorded at the moment of Client confirmation. These instructions are subsequently processed on Business Days between 9:00 a.m. and 5:00 p.m. CET, in the strict order in which they were received by FUMBI. Provided there is no rejection of the Withdrawal or other delays for which FUMBI is not responsible, the Transfer will be executed no later than two Business Days following its receipt.

6.6 Rejection of Transfer Instructions

FUMBI shall reject an instruction for a Withdrawal by which the Client seeks to transfer Crypto-assets to their Self-Hosted Wallet in any of the following cases:

- where FUMBI is required to do so pursuant to the AML Act, the AML Program, or other applicable legal regulations;
- where FUMBI is required to act for security reasons, including in cases where suspicious activity has been identified or where such action is necessary as a preventive measure against financial crime, fraud, or unauthorised access;
- where the verification of the Withdrawal by means of the Client’s password and Two-Factor Authentication (via SMS or authentication token) has not been successfully completed;
- where the Transfer is technically invalid, in particular if the recipient address is incompatible with the relevant Crypto-asset or with the blockchain or distributed ledger network through which the Transfer is to be executed;
- where the required validation of private keys or ownership of the destination address has not been successfully completed in accordance with these Terms and Conditions;
- where the execution of the Transfer would otherwise be contrary to FUMBI’s internal security policies, risk management measures, or technical limitations necessary to ensure the secure provision of the Services.

Where FUMBI rejects the execution of a Withdrawal, it shall notify the Client 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 the Client of the steps required to remedy the deficiency so that the Withdrawal instruction may be resubmitted without rejection. At the same time, FUMBI shall inform the Client of the amount of any costs or fees incurred in connection with the rejected Withdrawal and whether such costs or fees are refundable.

6.7 **Responsibility for Unauthorised or Incorrect Transfers**

FUMBI shall be liable to the Client for any loss or damage resulting from a Transfer that was unauthorised, or one that was incorrectly initiated or executed, provided that the Client has fully complied with all obligations relating to the stipulated security measures, has not breached their contractual obligations, and that the conditions set out in clauses 12.6 and 12.7 of these Terms and Conditions have been satisfied.

However, the maximum compensation payable is strictly limited to the market value of the relevant Crypto-asset at the time the unauthorised Transfer was executed or when the Transfer was incorrectly initiated or executed.

The Client is obliged to report any Transfer that was unauthorised, incorrectly initiated, or incorrectly executed, or to report any error found in the Transfer confirmation, without undue delay via FUMBI customer service. This report must be made no later than fourteen days after the Transfer was executed or the confirmation was delivered.

6.8 Further detailed information concerning crypto-asset transfer services on behalf of clients is readily available to the Client on the Platform within the document entitled "Policy on crypto-asset Transfer Services on behalf of clients".

7. ADVISORY SERVICES

7.1 Under these Terms and Conditions, advisory services in the field of crypto-assets are defined as the offering, provision, or agreement to furnish personalised recommendations to the Client. These recommendations may be provided either at the Client's direct request or upon FUMBI's initiative, and relate to one or more Transactions involving Crypto-assets or the utilisation of crypto-asset Services.

7.2 Crypto-asset advisory services are provided exclusively within the Active Management business model.

7.3 FUMBI undertakes to ensure that all individuals who, on its behalf, provide crypto-asset advisory services to Clients or provide information on Crypto-assets possess the necessary knowledge and skills to perform their duties. These specific requirements are set out in detail within FUMBI's internal directive concerning the provision of advisory or portfolio management services related to Crypto-assets.

7.4 Prior to providing advisory services, FUMBI shall inform the Client of the following:

a) whether the advice provided is based on a broad or limited analysis of various Crypto-assets, including whether the advice is limited to Crypto-assets issued or offered by entities having close links with FUMBI or other legal or economic relationships (such as contractual relationships) that may create a risk of influencing the independence of the advice provided;
b) all costs and related fees, including all costs and charges (including any advisory fees), the costs of the Crypto-assets recommended or sold to the Client, and information on how the Client may pay for the Crypto-assets, including any third-party payments.

8. PORTFOLIO MANAGEMENT SERVICES

8.1 For the purposes of these Terms and Conditions, portfolio management services mean the discretionary management of portfolios in accordance with the authorisations granted by the Client, where such portfolios contain one or more Crypto-assets.

8.2 Portfolio management services are provided exclusively within the Active Management business model. All portfolio management activities are conducted in strict adherence to the selected strategy.

8.3 FUMBI accepts no liability for the consequences arising from any incomplete, inaccurate, or outdated information furnished by Clients within the Investment Questionnaire.

8.4 In the provision of Portfolio Management Services, FUMBI is expressly authorised to execute automated Transactions on the Client's behalf. These activities include, but are not limited to, the purchase and sale of Crypto-assets, Rebalancing, and other necessary operations, all carried out strictly within the procedures outlined in the transaction authorisation policy. When delivering these Services, FUMBI shall exercise professional due care, operating in compliance with internal guidelines on risk management and asset segregation. Furthermore, FUMBI conducts regular checks and evaluations to ensure the chosen strategy remains suitable for each individual Client.

8.5 FUMBI shall provide the Client with regular reports in electronic format detailing the Portfolio Management activities executed on their behalf. These regular reports must contain a fair and balanced overview of the actions taken and the Portfolio's performance throughout the reporting period. The report will also feature an updated statement confirming how the activities align with the Client's stated preferences, objectives, and other characteristics, alongside the latest information regarding the Suitability Assessment or its review.

8.6 The regular report referenced in the previous paragraph shall be supplied quarterly (every three months), with the following exception: If the Client has continuous access to the Platform, where current valuations of their Portfolio and updated information on the Suitability Assessment are available, and FUMBI possesses evidence that the Client has accessed this valuation at least once during the relevant quarter, the quarterly report need not be provided. Such an online system is classified as an electronic format for the purposes of reporting compliance.

9. DAILY CRYPTO SETTLEMENT OF TRANSACTIONS AND FINANCIAL SETTLEMENT

9.1 Daily Crypto Settlement of Transactions

The allocation of Crypto-asset receivables and Crypto-asset liabilities for each Client—between client wallets and FUMBI wallets—is settled daily within individual internal Client Accounts on every Business Day by 12:00 CET. This settlement is based on the closing balance recorded at 23:59:59 CET on the immediately preceding day (hereafter referred to as **"Crypto Settlement"**).

FUMBI may forgo performing the daily Crypto Settlement at the exact time and within the period specified in the previous paragraph if doing so would not be in the Client's best interest or due to objective technical reasons. Notwithstanding this, FUMBI must always execute a Crypto Settlement at least once every seven (7) days, irrespective of the circumstances.

9.2 Daily Financial Settlement

Upon the acceptance of a Deposit, FUMBI establishes a claim against the Client for the payment of the Service and the applicable Service fees. FUMBI is authorised to settle these claims by transferring the requisite funds from the **Collective Account** to the **Operating Account**. The Collective Account exclusively holds Client funds and is used solely for the execution of Client transactions. The Operating Account holds FUMBI's own funds, which are used for proprietary trading and for covering operational or other business-related costs.

The Client's corresponding obligation towards FUMBI shall be deemed settled upon crediting the relevant funds to the Operating Account.

Furthermore, FUMBI may also settle mutual receivables and liabilities between the Collective Account and the Operating Account by way of set-off, without any actual transfer of funds as described in the preceding paragraph (hereafter referred to as **"Financial Settlement"**).

The Financial Settlement is executed on every Business Day by 12:00 CET, based on the closing balance recorded at 23:59:59 CET on the previous day. The resulting net balance of mutual financial receivables and liabilities (hereafter referred to as the **"Final Balance"**) is transferred, as applicable, from the Operating Accounts to the Collective Accounts or from the Collective Accounts to the Operating Accounts. Upon the crediting of the Final Balance to the relevant Collective Account or Operating Account, all mutual receivables and liabilities are deemed settled.

FUMBI is not obliged to perform the daily Financial Settlement at the exact time and within the period specified above if objective reasons prevent its execution (e.g. technical difficulties experienced by the payment service provider). Notwithstanding the foregoing, FUMBI shall always execute the Financial Settlement at least once every seven (7) days.

10. TRANSITIONAL PROVISIONS FOR FORMER CLIENTS OF FUMBI NETWORK J. S. A.

10.1 Transfer of Rights and Obligations and Determination of the Business Model

Clients who, as at the day immediately preceding the effective date of these Terms and Conditions, i.e. as at **30 December 2025**, had entered into User Agreements with **FUMBI NETWORK j. s. a.**, shall, as of the effective date of these Terms and Conditions, i.e. **31 December 2025**, become Clients of FUMBI by virtue of the transfer of rights and obligations and the assignment of receivables arising from such User Agreements to FUMBI, **without the need to enter into a new Client Agreement** between the Client and FUMBI.

As of the effective date of these Terms and Conditions, a version of the Client Agreement with FUMBI shall be automatically generated for each former User of FUMBI NETWORK j. s. a. and made available to the Client on the Platform. This shall **not** result in the creation of a new contractual relationship, but solely in a change of the contractual party to the original contractual relationship that previously existed between the Client and FUMBI NETWORK j. s. a. The Client Agreement generated and made available in this manner, together with these Terms and Conditions, shall **fully replace** the wording of the former User Agreement under which services were previously provided to the Client by FUMBI NETWORK j. s. a.

For all Clients under this Clause, as of the effective date of these Terms and Conditions, the use of the Services shall be made available exclusively under the **Brokerage Services** business model. This shall not affect the possibility of the temporary use of the **Non-regulated Service Staking** during the **Transitional Period** pursuant to Clause 10.2 of these Terms and Conditions.

10.2 Transitional Period and Temporary Availability of Staking

During the **Transitional Period**, FUMBI may **temporarily make the Non-regulated Service Staking available** to Clients pursuant to Clause 10.1 who, as of the effective date of these Terms and Conditions, were using Staking, **free of charge**, as a marketing programme and incentive benefit aimed at encouraging the use of the Active Management business model.

During the temporary availability of Staking under this Clause, the Client may obtain **Yields** from Staking in accordance with these Terms and Conditions, provided that the Yield is not guaranteed, its amount is not determined in advance, and it may change over time or be zero.

The temporary availability of Staking under this Clause **does not constitute access to the Active Management business model** and does not give rise to any entitlement of the Client to the provision of other Services under this business model.

Clients to whom Staking is made available during the Transitional Period shall be requested by FUMBI to complete the Investment Questionnaire pursuant to Clause 3.2 of these Terms and Conditions for the purpose of performing the Suitability Assessment.

If, during the Transitional Period, the Client fails to complete the Investment Questionnaire or if the result of the Suitability Assessment confirms that the Active Management business model is not suitable for the Client, the provision of Staking to such Client shall be terminated

upon the expiry of the Transitional Period; this shall not affect the continued provision of Services under the Brokerage Services business model.

The provisions of this Clause shall not apply to Clients who are legal entities.

10.3 **Adjustment of Products and Services Based on the Result of the Suitability Assessment**

If the result of the Suitability Assessment pursuant to Clause 3.2 of these Terms and Conditions confirms that a specific Product or Service is not suitable for the Client, FUMBI shall ensure that the Client is no longer able to actively use such Product or Service, in particular that the Client is not able to make new Deposits into such Product, increase the invested amount, or activate additional related Services.

A Product or Service that has been assessed as unsuitable may continue to be displayed to the Client on the Platform; however, without the possibility of its further active use, unless these Terms and Conditions provide otherwise.

Where required for the protection of the Client's interests or for the fulfilment of FUMBI's obligations under the MiCA Regulation, FUMBI may also proceed with the conversion or termination of the continued holding of crypto-assets in an unsuitable Product or under an unsuitable Service, in accordance with the technical capabilities of the Platform and FUMBI's internal regulations; the Client shall be duly informed of such procedure.

The provisions of this Clause shall also apply to Products and Services acquired by the Client prior to the effective date of these Terms and Conditions, if their further provision under the MiCA Regulation requires a Suitability Assessment.

If the Client fails to complete the Suitability Assessment within the period pursuant to Clause 10.2 of these Terms and Conditions, or if its result confirms that the Active Management business model or individual Products or Services within it are not suitable for the Client, FUMBI shall ensure that the crypto-assets held in Products or Services whose further provision requires a Suitability Assessment are, after the expiry of such period, made available exclusively under the Brokerage Services business model, in particular through the Own Choice Product, or by another technically comparable method depending on the capabilities of the Platform.

If the result of the Suitability Assessment confirms that the Active Management business model as a whole is not suitable for the Client, FUMBI shall proceed accordingly pursuant to this Clause and Clause 10.2 of these Terms and Conditions.

The provisions of this Clause shall not apply to Clients who are legal entities, as Services under the Active Management business model are not provided to legal entities.

11. FEE STRUCTURE

11.1 **General Provisions on Fees**

The provision of the Services is subject to fees in accordance with the current Price List issued by FUMBI, which is continuously made available on the Platform.

FUMBI is entitled to unilaterally amend or supplement the Price List. Any amendment to the Price List shall become effective upon the expiry of 15 days from the date on which the Client is notified of the change, unless a later effective date is specified in the notice of amendment. The Client shall have the right to terminate the Client Agreement free of charge and without penalties with effect as of the effective date of the amendment to the Price List if the Client does not agree with such amendment, provided that the notice of termination is delivered to FUMBI no later than on the day preceding the effective date of the amendment to the Price List. If the Client does not terminate the Client Agreement within the aforementioned period, the amendment to the Price List shall be deemed accepted by the Client.

Where the amendment concerns exclusively a change in favour of Clients, in particular a reduction of fees, a reduction of minimum Deposits, or another amendment granting Clients more favourable conditions for the use of the Services, FUMBI shall be entitled to implement such amendment to the Price List with immediate effect.

Where the Price List uses the term "charging" of a fee or similar wording, this shall mean the accrual of FUMBI's entitlement to the relevant fee and its due and payable status to the extent and in the manner specified in the Price List.

Fees charged by FUMBI in accordance with these Terms and Conditions are generally settled by way of deduction of the relevant amount of Crypto-assets from the Client's Account. The amount of the fee in Crypto-assets corresponds to the amount of the fee expressed in EUR under the applicable Price List and the conversion determined at the time of settlement of the due fee.

Unless otherwise stated in the Price List or in these Terms and Conditions, monetary amounts of fees expressed in EUR shall be rounded to two decimal places in accordance with the general rules of mathematical rounding.FUMBI reserves the right to unilaterally offset any due and payable fees, expenses, or other receivables related to the provision of the Services against the Client, without any prior notice or notification..

11.2 **Types of Fees**

Initial Exchange Fee
The Initial Exchange Fee represents a fee related to the execution of a Deposit into FUMBI Products and the performance of related conversions into Crypto-assets. The amount, method of calculation, method of application, and charging conditions of the Initial Exchange Fee are determined in the current Price List.

Ongoing Exchange Fee
The Ongoing Exchange Fee represents a fee for the regular Rebalancing of Portfolio Products, with the aim of maintaining an optimal composition and covering the costs of algorithmic management and utilisation of market opportunities. The amount, method of application, and charging conditions of the Ongoing Exchange Fee are determined in the current Price List.

Custody Fee
The Custody Fee represents a fee for ensuring the custody of Crypto-assets and related data (private keys), including the provision of technical infrastructure, security measures, and the

administration of Crypto-asset custody. The amount, method of application, and charging conditions of the Custody Fee are determined in the current Price List.

Exit Fees:

Fixed Exit Exchange Fee
The Fixed Exit Exchange Fee represents a fee related to the execution of a Withdrawal and the performance of related conversions from Crypto-assets. The amount, method of calculation, method of application, and charging conditions of the Fixed Exit Exchange Fee are determined in the current Price List.

Variable Exit Exchange Fee
The Variable Exit Exchange Fee represents a fee related to the execution of a Withdrawal or the transfer of Crypto-assets to the Client's Self-Hosted Wallet, the amount of which may be determined as a share of the Client's Profit. In the case of a Partial Withdrawal, the basis for the calculation of this fee may be either the amount of the Partial Withdrawal or the amount of the Profit, whereby the amount determined in accordance with the rules set out in the current Price List shall apply. The amount, method of calculation, method of application, and charging conditions of the Variable Exit Exchange Fee are determined in the current Price List.

Account Maintenance Fee
The Account Maintenance Fee represents a fee related to the maintenance of the Client's Account and may apply particularly in cases of Client inactivity or failure to meet the conditions for regular Deposits specified in the current Price List. The amount, method of calculation, method of application, and charging conditions of the Account Maintenance Fee are determined in the current Price List.

Performance Fee
The Performance Fee represents a fee for the Yield achieved by the Client when using Non-regulated Services made available under the relevant business model or when using the crypto-asset portfolio management Service under the Active Management business model. The amount, calculation method, application method and conditions for charging the Performance Fee are determined in the current Price List.

Portfolio Management Fee
The Portfolio Management Fee represents a fee related to the provision of the Crypto-asset Portfolio Management Service under the Active Management business model, in particular in connection with the management, allocation, optimisation, and ongoing administration of the Client's Portfolio. The amount, method of calculation, method of application, and charging conditions of the Portfolio Management Fee are determined in the current Price List.

Airdrop or Fork Application Fee
The Airdrop or Fork Application Fee represents a fee related to actions performed by FUMBI in connection with the exercise of the Client's rights to acquire Crypto-assets through an Airdrop or in connection with a Fork. The amount, method of calculation, method of application, and charging conditions of the Airdrop or Fork Application Fee are determined in the current Price List.

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Administrative Fees
Administrative Fees represent fees related to the performance of administrative actions and communication with the Client, particularly in cases where the Client is required to provide cooperation or information. The amount, method of application, and charging conditions of the Administrative Fees are determined in the current Price List.

Payment Card Fee
The Payment Card Fee represents a fee related to the execution of a Deposit by payment card, which is paid in addition to the amount of the Client's Deposit. The amount, method of calculation, method of application, and charging conditions of the Payment Card Fee are determined in the current Price List.

11.3 **Other Fees and Discounts**

FUMBI may also charge additional fees as specified in the Price List.

Clients may be granted fee discounts or special pricing conditions in accordance with rules determined by FUMBI, which may be limited by time, product, or territory, including special conditions designated for selected marketing campaigns or selected groups of Clients. Such conditions may be amended or terminated by FUMBI at any time.

12. RISKS, WARNINGS, AND LIABILITY

12.1 **General Risks Pertaining to Crypto-assets**

Crypto-assets and all other assets utilising distributed ledger technology (DLT) inherently carry an elevated level of risk, encompassing, but not limited to, the risk of significant price volatility, potential failure of the underlying technological infrastructure, or the risk of interference by a third party. As a direct consequence of these risks, the valuation of Crypto-assets may experience substantial and rapid fluctuation, potentially rising or falling at a rate significantly quicker than that of other asset classes. In extreme circumstances, this volatility may lead to the total loss of the Crypto-assets' value. Furthermore, certain Crypto-assets may become wholly or partially illiquid, or their ability to be traded may become severely restricted.

12.2 **Recommendations for Clients**

Given the inherently risky nature of Crypto-assets, it is strongly recommended that investment be confined solely to a portion of the Client's available free funds and limited strictly to an extent where the Client is fully prepared to bear the potential for loss. FUMBI expressly advises against the investment of any funds the potential loss of which could detrimentally affect the Client's financial or personal circumstances. Furthermore, FUMBI does not provide any guarantee regarding the return on investment, the stability of the value of Crypto-assets, or the performance of the assets. It is expressly noted that past performance is not indicative of, or a guarantee for, future results.

12.3 **Specific Risks Associated with Crypto-asset Services**

It is explicitly noted that the Crypto-assets and Services provided under these Terms and Conditions are not covered by the deposit protection schemes established pursuant to Directive 2014/49/EU of the European Parliament and of the Council on deposit protection schemes, nor by the investor compensation schemes established under Directive 97/9/EC of the European Parliament and of the Council on investor compensation schemes. These statutory schemes apply exclusively to traditional financial institutions and do not extend to crypto-asset service providers operating under the MiCA Regulation. The Client hereby acknowledges that the holding of Crypto-assets is neither guaranteed nor underwritten by any public authority, and that their valuation remains entirely subject to prevailing market and technological risks.

12.4 **Taxes and Tax Liability**

The Client shall be solely and entirely responsible for determining whether, and to what extent, they are subject to tax obligations in connection with the utilisation of the Services, and for the proper fulfilment of these obligations vis-à-vis the relevant tax administrator. FUMBI is neither authorised nor obligated to provide tax advice, determine the Client's specific tax liability, or represent the Client before any public authority. For the express purpose of assisting the Client with these obligations, the Platform provides the functionality for the Client to export their complete transaction history.

12.5 **Temporary Suspension of Services**

FUMBI expressly reserves the right to temporarily suspend the provision of Services to the Client (hereinafter referred to as the "Suspension of Services") in specific circumstances, which include, but are not limited to, the following:

a) The Client has failed to receive the appropriate level of care, in accordance with these Terms and Conditions, due to reasons attributable solely to the Client;
b) There is a reasonable suspicion that the Client has supplied FUMBI with information that is false, outdated, incomplete, or otherwise misleading;
c) There is a reasonable suspicion that the Client is in breach of their obligations arising from the Client Agreement, these Terms and Conditions, or any generally binding legal regulations;
d) The Client has exchanged or utilised the provision of Services in an unauthorised or fraudulent manner;
e) The Account, or funds received therein, or Crypto-assets related thereto, have been used to commit an illegal act;
f) The use of the Account and the associated funds or assets are the subject of a dispute, investigation, or similar official proceedings;
g) FUMBI is subjected to an attack with the objective of stealing Crypto-assets (including the related private keys) or any restriction on their disposal;
h) An obligation to suspend the provision of Services arises from a decision issued by a court, public authority, or generally binding legal regulation; or
i) The right to suspend the provision of Services is conferred by any other provision contained within these Terms and Conditions.

FUMBI expressly undertakes that, upon the conditions for the Suspension of Services being met, it shall immediately notify the Client of this action, save where such notification would be contrary to these Terms and Conditions, any generally binding legal regulations, or a valid

decision issued by the competent authority. Furthermore, FUMBI undertakes to restore the full functionality of the Account within five (5) days from the date on which the reasons for the Suspension of Services cease to exist.

12.6 FUMBI's Liability

FUMBI shall be held liable to the Client for any loss or damage incurred as a consequence of a breach of FUMBI's obligations arising under these Terms and Conditions, the Client Agreement, or applicable legal regulations, provided that such breach is attributable to FUMBI. Furthermore, FUMBI retains full responsibility for the proper fulfilment of its obligations under these Terms and Conditions, even in circumstances where parts of the Services are executed by authorised third parties.

Notwithstanding the foregoing, FUMBI shall not be held liable for any damage, harm, or other loss incurred by the Client resulting from, or in consequence of, the following events:

a) The Client's act or omission which constitutes a breach of these Terms and Conditions or of any applicable legal or regulatory provisions.

b) The supply of inaccurate, incomplete, or misleading information by the Client.

c) A diminution or total loss in the value of the Crypto-assets resulting from market fluctuations, price changes, volatility, or insufficient liquidity.

d) Changes in legislation, regulatory action, or decisions by competent public authorities that impact the provision of the Services.

e) The acts or failures of a third party (including, but not limited to, a payment service provider, currency exchange, crypto-asset custodian, IT supplier, or other intermediary) engaged by FUMBI in order to properly render its Services, provided that FUMBI exercised reasonable professional diligence in the selection of such third parties and, throughout the duration of the engagement, complied with all internal procedures for the selection, management, and periodic review of outsourcing service providers / service subcontractors in line with the MiCA Regulation and all other pertinent legislation.

f) The temporary non-availability of the Platform owing to necessary maintenance, system updates, cyber security incidents, or technical malfunctions.

g) Circumstances deemed to be beyond FUMBI's reasonable control, as specifically detailed in clause 12.7 of these Terms and Conditions.

The use of third-party self-hosted wallets (including any software wallets integrated within the Platform's user interface) does not constitute a FUMBI Service. FUMBI expressly disclaims all responsibility for any losses, damages, technical non-availability, transaction errors, or any other consequences whatsoever related to the use of these external wallets.

12.7 Circumstances Beyond Control

FUMBI shall not incur any liability for any failure to perform its obligations if such failure is attributable to circumstances that are beyond its reasonable control (hereinafter referred to as "**Circumstances Beyond Control**"). These circumstances specifically include, but are not limited to:

a) Events of *force majeure*, national or regional crisis, acts of war, terrorism, civil disturbance, or natural disaster;

b) The failure of payment systems, underlying blockchain networks, or any other essential technical infrastructure. This includes the failure or inaccurate provision of crypto-asset price market data by data providers and other third parties whose services FUMBI relies upon;

c) A ruling by a public authority or a legislative amendment that either prevents or materially restricts the ability to provide the Services;

d) An interruption or failure of communication networks, data processing systems, or equipment that results in a Technical Incident as defined within these Terms and Conditions.

In the event of Circumstances Beyond Control, FUMBI shall undertake all reasonable measures to mitigate their impact and shall inform the Client without undue delay, save where prevented from doing so for legal or security reasons.

12.8 **Technical Incidents, Corrections, and Cancellation of Comprehensive Trading Operations**

Corrections and cancellations resulting from a Technical Incident shall not affect the binding nature of the Client Agreement. Rather, they ensure that the status of the Account and Portfolio reflects the position that would have obtained in the absence of the Technical Incident.

In the event of a Technical Incident, FUMBI reserves the right to:

(a) Temporarily suspend the acceptance of new instructions pertaining to the execution of Comprehensive Trading Operations;

(b) Temporarily suspend the processing of instructions already accepted until such time as the Technical Incident has been resolved;

(c) Refuse to execute any instructions that were received during, or were otherwise affected by, the Technical Incident;

(d) Following the resolution of the Technical Incident, effect necessary corrections, cancellations, or re-postings of the affected Orders and/or Transactions, as well as the affected Comprehensive Trading Operations, so that the status of the Client's Account and Portfolio corresponds precisely to the status it would have achieved had the Technical Incident not taken place.

In the event of a Pricing Incident, FUMBI is entitled, *inter alia*, to cancel or correct Transactions that were executed based on an Incorrect Price. In such a case, the Client shall not be entitled to retain any advantage or profit that would have arisen *solely* as a result of the Incorrect Price.

In the event of a Technical Incident, the Client shall be entitled to one of the following, as appropriate to the nature of the Comprehensive Trading Operations, Orders, or Transactions: a refund of the relevant Deposit in its original amount, or to have their Account and Portfolio restored to the state they would have been in had the Technical Incident not occurred. The Client shall not be entitled to compensation for lost profits or to retain any financial benefit that would have arisen solely as a result of the Technical Incident.

FUMBI undertakes to resolve all Technical Incidents in a manner that is non-discriminatory and consistent, and in strict adherence to the MiCA Regulation and the provisions of these Terms and Conditions. FUMBI shall inform the affected Clients of any significant Technical Incidents and the remedial measures taken via the Platform or by other suitable means of communication.

Should a Client incur a negative balance or suffer a loss as a direct result of a Technical Incident, and such an outcome would not have materialised otherwise, FUMBI shall implement the appropriate corrections. These corrections are intended to restore the Client's Account and Portfolio to the precise state they would have been in had the Technical Incident not occurred. Consequently, FUMBI shall not be entitled to demand payment of the resultant negative balance from the Client.

The provisions set out in the preceding three paragraphs shall be without prejudice to FUMBI's right to seek damages or the restitution of unjust enrichment from the Client. This right may be exercised if FUMBI can prove that the Client deliberately and repeatedly abused the Technical Incident or circumvented FUMBI's technical and security measures with the express intent of securing an unjustified financial advantage.

The stipulations within this specific clause shall take precedence over any other provision within these Terms and Conditions concerning the finality of an Order or Transaction.

13. COMPLAINTS AND DISPUTE RESOLUTION

13.1 Complaints Procedure

The Client retains the right to submit a complaint regarding the provision of FUMBI Services, free of any charge. The legal relationship between the Client and FUMBI arising from such a complaint—where the Client is dissatisfied, for example, with the timeliness, accuracy, or manner of Service provision—as well as the procedure for filing and handling complaints, is governed by the dedicated Complaints Procedure document published on the Platform.

13.2 Governing Law and Judicial Resolution of Disputes

All disputes arising from, or in connection with, these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of the Slovak Republic and shall be resolved in accordance with the Slovak law.

14. CHANGES TO THE TERMS AND CONDITIONS AND TERMINATION OF THE CLIENT AGREEMENT

14.1 Changes to the Terms and Conditions

FUMBI is entitled to make unilateral changes to these Terms and Conditions to the extent deemed necessary and reasonable if such changes are necessitated by:

(a) Amendments to legislation, rulings by supervisory authorities, or obligations arising from the MiCA Regulation or other binding EU and Slovak regulations,

(b) Modifications to the Services provided or their functionalities, provided that the objective is the improvement of the Services or an increase in security,

(c) Alterations in the technical, operational, or organisational conditions of FUMBI that impact the provision of the Services,

(d) Changes to the pricing policy or associated fees, provided that such a change is objectively justifiable (e.g., by shifts in costs or prevailing market conditions).

FUMBI shall notify the Client of any amendments to these Terms and Conditions a minimum of 30 days prior to the date such change takes effect. This notification will be provided via the email address associated with the Client's Account on the Platform.

Should the Client disagree with the notified amendment, the Client retains the right to terminate the Client Agreement free of charge and without penalty on the date the change is due to enter into force. If the Client does not exercise their right to terminate the Client Agreement within 30 days of the notification date, the amendment shall be deemed accepted.

This procedure does not apply to amendments that do not affect the Client's rights and obligations (e.g., formal adjustments, or the correction of typographical or grammatical errors).

14.2 Termination of the Client Agreement

The precise procedure for the termination of the Client Agreement is set out in detail within the Client Agreement itself.

14.3 Post-Termination Settlement

Upon the termination of the Client Agreement, FUMBI shall be obligated to settle all mutual rights and obligations pertaining to the Client within a period of 30 days. This settlement process shall be executed strictly in accordance with the provisions specified in the Client Agreement.

15. PROTECTION OF CONFIDENTIAL INFORMATION AND PERSONAL DATA

15.1 Confidential Information

Confidential Information shall mean any information which is by its nature confidential or which the Parties designate as confidential, and any information forming the substance of documentation or other content, including, but not limited to, any data concerning or associated with the Services, the Products, the Platform, the Crypto-asset Portfolio and its specific terms, trade secrets, or any other commercially sensitive information belonging to FUMBI (hereinafter referred to as "**Confidential Information**").

Access to Confidential Information is strictly reserved for the Parties only. The Parties hereby undertake to utilise such Confidential Information exclusively for purposes consistent with these Terms and Conditions. Consequently, the Parties covenant not to disclose any Confidential Information to third parties, save where expressly permitted within these Terms

and Conditions. Furthermore, the Parties are expressly prohibited from using Confidential Information in any way that might prejudice or cause material damage to the other Party.

The Parties to this Agreement covenant and undertake to maintain the strict confidentiality of all Confidential Information obtained pursuant to these Terms and Conditions. Neither Party shall be entitled to disclose any Confidential Information to a third party, save for where such disclosure is required by law or pursuant to a court order. Should a Party be required by law or court order to disclose Confidential Information, that Party shall be obliged to notify the other Party of this requirement without undue delay prior to the anticipated disclosure, where permitted by applicable law. If the relevant statutory regulation or judicial decision prohibits or restricts the provision of notice to the other Party, the obliged Party shall provide such notice to the maximum extent and in the manner permissible under the relevant legal framework.

The Parties expressly reserve all rights and remedies relating to their Confidential Information, whether or not such rights are expressly set out in these Terms and Conditions.

For the purposes of these Terms and Conditions, Confidential Information shall not include information that: (i) was within the public domain prior to its disclosure to the Parties; (ii) was lawfully in the possession of the Parties prior to the effective date of these Terms and Conditions; or (iii) has subsequently become publicly available through disclosure or other lawful means by a Party.

15.2 Data Protection Compliance

FUMBI handles Clients' personal data in strict compliance with the General Data Protection Regulation (the "**GDPR**"). This includes 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 on the free movement of such data, which repealed Directive 95/46/EC. Furthermore, we adhere to Act No. 18/2018 Coll. concerning the protection of personal data and amending certain acts currently in force in the Slovak Republic (the "**Personal Data Protection Act**"). We also process data in line with the MiCA Regulation, ensuring compliance with all requirements concerning the protection of data subjects, transparency, security measures, and the reporting of any security incidents.

Detailed information regarding the processing of personal data is set out in a separate Personal Data Protection Policy of FUMBI, s. r. o., available on the Platform.

16. INHERITANCE

16.1 Procedure Following the Client's Demise

Should the Client pass away, the assets and products held within their Account will be subject to inheritance proceedings, as stipulated by the relevant provisions of the applicable legislation. Immediately upon receiving notification and verified proof of the Client’s death, typically through the presentation of a death certificate by the executors or heirs, FUMBI will promptly ensure that no Withdrawals or other disposals can be made from the Client's

Account. This suspension will remain in place until the legal conclusion of the inheritance process following the Client's passing.

However, to mitigate the risk of devaluation of the Crypto-assets in the Account and to act in the best interest of the heirs, FUMBI shall continue to perform the necessary Recomposition and Rebalancing of the portfolio. FUMBI's right to collect the relevant fees, as outlined in the Price List, shall remain fully unaffected during this period. Such Recomposition and Rebalancing shall not be considered Crypto-asset Advisory Services nor Portfolio Management Services provided to the heirs, and FUMBI shall not be liable for any change in the value of the Crypto-assets during the inheritance proceedings.

16.2 **Options for Settling the Estate**

Following the legal finalisation of the inheritance proceedings after the Client's death, the eligible heirs have the following options available for settling the Account:

(i) Request a Payout: The heir may submit a request for the payment of funds in EUR to be transferred to their nominated bank account. Each heir must submit this request to FUMBI in writing, bearing either an officially certified signature or a qualified electronic signature; or

(ii) Internal Withdrawal (for registered heirs): Should an heir be duly registered on the Platform and have already entered into their own Agreement on the Terms of Use of the Platform with FUMBI NETWORK j. s. a., they may choose to execute a Withdrawal of the assets to their personal FUMBI Credit account.

16.3 **Deadline for Estate Settlement**

In respect of inheritance matters, FUMBI commits to settling the Client's Account in accordance with these Terms and Conditions within 30 (thirty) days. This period begins upon the proper provision of all necessary documentation proving the legal claim to the Crypto-assets in the Account following the deceased, and the submission of the required request as set out in Clause 16.2 of these Terms and Conditions. This settlement period will run separately for each of the eligible heirs.

17. FINAL PROVISIONS

17.1 **Date of Validity and Commencement**

These Terms and Conditions first became effective on 31 December 2025. The current version of these Terms and Conditions shall become effective on 1 August 2026.

The Client Agreement shall become valid and effective on the date the Client accepts it via the Platform.

For individuals who were former clients of FUMBI NETWORK j. s. a., the transitional provisions laid out in Clause 10 of these Terms and Conditions shall apply.

17.2 **Related Documents**

The provision of the Services is also subject to the following documents available on the Platform:

- the current Price List;
- the Personal Data Protection Policy of FUMBI, s. r. o.

17.3 **Order of Precedence (Hierarchy of Documents)**

Should there be any conflict between the stipulations of the Client Agreement and these Terms and Conditions, the provisions of the Client Agreement shall take precedence.

Similarly, in the event of a conflict between the provisions of these Terms and Conditions and its appended documents (annexes), the provisions of these Terms and Conditions shall prevail.

17.4 **Language versions and interpretation**

These Terms and Conditions are provided in the English language. An original Slovak language version of these Terms and Conditions also exists.

In the event of any inconsistency, ambiguity, or discrepancy in interpretation between the English version and the Slovak version, the Slovak version shall prevail.

17.5 **Severability**

Should any provision of these Terms and Conditions be deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.6 **Confirmation of Reading and Understanding**

IMPORTANT NOTICE:

By accepting these Terms and Conditions, the Client explicitly confirms that they have read and understood all the provisions within this document, including all appendices hereto, and agree to abide by them.

The Client specifically confirms that they have been properly informed of all risks associated with investing in Crypto-assets and that they fully understand the nature of the Services being provided.