

Conditions for Crypto Custody Services

Summary (non-binding)

Solaris Digital Assets GmbH („SDA“) offers the custody of Digital Assets to the customer.

SDA offers only the custodial account and no other financial services.

The contract with the Partner is also applicable and forms a framework with the crypto custody contract.

The account is accessed via the Partner's frontend.

SDA may adjust these Conditions and must notify you in advance by email.

Only persons of legal age and capacity may open an account, except persons who are

Binding text of the conditions

1. Scope

- 1.1. These Conditions for Crypto Custody Services (“**Conditions**”) apply to the entire contractual relationship between the customer and the Custodian Solaris Digital Assets GmbH, Cuvrystraße 53, 10997 Berlin, Germany (“**Custodian**”) for the provision of a digital account for the custody of blockchain based crypto assets within the meaning of section 1 (11) sentence 1 No. 10 German Banking Act (Kreditwesengesetz, KWG) (“**Digital Assets**”). The Custodian holds Digital Assets in collective custody in blockchain-based digital wallets (“**Pool-Wallets**”) and provides the customer with separate accounts, technically separated from the blockchain, for the custody and transaction management of Digital Assets (“**Account**”). For this purpose, the Custodian operates a platform for Digital Assets that provides a custody solution managed by it for securing Digital Assets and managing transactions (“**Custodian's Platform**”).
- 1.2. Within the scope of these Conditions, the Custodian acts as a provider for Digital Assets accounts to the customer. Whereas, the Custodian acts neither as trading venue, investment intermediary or advisor nor as direct seller or buyer or commissioner of Digital Assets to the customer

2. Partner's Activity and Contractual Relationship

- 2.1. The contractual relationship is functionally related to the customer's contract with the respective cooperation and distribution partner of the Custodian (“**Partner**”), i.e. these Terms and Conditions as well as the respective General Terms and Conditions of the Partner together constitute the applicable contractual framework for the use of the Custodian's crypto custody services pursuant to Section 7.
- 2.2. For the contractual relationship of the customer with the Partner, the General Terms and Conditions of the Partner, which are to be concluded separately, also apply. The Partner operates a browser-based and/or app-based customer interface (“**Partner's Frontend**”). The responsibility for the operation of the Partner's Frontend as well as all content contained therein is exclusively and alone with the Partner, as far as this goes beyond the crypto custody services described in these Conditions.

3. Amendments of these Conditions

Any amendments of these Conditions shall be offered to the customer who is not a consumer in text form no later than two months before the proposed date of entry into force. Amendments to these Conditions shall be notified to the customer via the Partner's Frontend and offered to the customer in text form via the e-mail address specified by the customer. The customer may indicate either approval or disapproval of the amendments before their proposed date of entry into force. If the customer refuses to give its consent, the Custodian may terminate the business relationship on accordance with Section 22. The consent of the customer, who is not a consumer, shall be deemed as given, unless the customer has indicated disapproval before their proposed date of entry into force. The Custodian shall expressly draw the customer's attention to this approval effect in its offer.

4. Personal Registration Requirements

- 4.1. Legal and natural persons who are fully contractually capable within the meaning of section 2 German Civil Code (BGB) may open an Account for Digital Assets.

<ul style="list-style-type: none"> - U.S. citizens or tax residents of the U.S., - Citizens of or residents in a high-risk country, - Persons who reside in an area where trading in cryptocurrencies is not freely available, or - On a sanctions list. 	<p>4.2. Not admitted for opening an Account – even if they reside in the Federal Republic of Germany or in another state of the European Economic Area – are US citizens or other persons subject to corporation or income tax in the USA or one of its federal states or territories.</p> <p>4.3. Not admitted for opening an Account are persons with nationality, domicile or permanent residence in areas that are on the current country list of high-risk and other supervised jurisdictions of the Financial Action Task Force (FATF).</p> <p>4.4. Not admitted for opening an Account are persons with (tax) domicile or permanent residence in areas in which the sale or purchase of Digital Assets is prohibited or only permitted under certain conditions (e.g. an official permit), or on which an international embargo or sanctions have been imposed by the Security Council of the United Nations, the EU or the Federal Republic of Germany.</p>
<p>Customers act in their own name and on their own account.</p>	<p>4.5. The customer may only act in its own name and for its own account when opening an Account and storing Digital Assets. Even if the registration was successful, there is no claim for opening an Account.</p>
	<p>5. Registration Process on the Partner’s Frontend and Opening of an Account</p>
<p>An account is opened via the partner's app. Each account opening must be confirmed by SDA.</p>	<p>5.1. In order to be able to use the Custodian’s crypto custody services via the Partner’s Frontend, the customer must register via the Partner’s Frontend and open an Account with the Custodian via the Partner’s Frontend. For this purpose, the customer submits a binding offer to conclude a contract for crypto custody services with the Custodian by clicking on the confirmation button implemented in the Partner’s Frontend. The Partner forwards the contractual declaration and the necessary information of the customer to the Custodian as a declaration messenger for the customer. The Custodian accepts the customer’s offer to conclude a contract by granting the customer access to the Account.</p>
<p>An email address and mobile number must be provided when opening an account.</p>	<p>5.2. The customer is obliged to use a valid e-mail address for the registration, of which the mailbox is exclusively accessible to the customer personally. Further, the customer is obliged to provide their mobile phone number.</p>
	<p>6. Technical Requirements</p>
<p>The account can only be accessed via the partner’s app.</p>	<p>6.1. Access to the Account is only possible via the Partner’s Frontend, the customer therefore requires - depending on the Partner’s requirements - a computer or mobile device with an internet connection through which the Partner’s Frontend is available. Other access methods are not supported.</p>
<p>All communication is carried out via the Partner’s app.</p>	<p>6.2. With the customer’s admission to use crypto custody services via the Partner’s Frontend, all communication between the Custodian and the customer in connection with the use of crypto custody services via the Partner’s Frontend takes place exclusively in electronic form via the respective application or by e-mail, unless otherwise expressly stated in these Conditions or the Terms and Conditions of the Partner. Declarations will not be additionally sent to the customer in paper form, unless there is a legal obligation to do so.</p>
<p>SDA is not liable for the content on the Partner’s App.</p>	<p>6.3. The customer acknowledges that printouts of the data displayed on the Partner’s Frontend may differ from the screen display due to individual hardware or software configurations. The Custodian accepts no liability for the distribution of modified data on the online screen.</p>
<p>SDA has no influence on the connection to the Partner’s app.</p>	<p>6.4. The Custodian has no influence on the functionality and configuration of the customer’s devices or on the availability and reliability of its Internet connection to the Partner’s Frontend.</p>

<p>SDA manages Digital Assets for customers in accounts. Customers can always access them.</p>	<p>7. Range of Crypto Custody Services</p>
<p>Each account can be used only for a certain type of Digital Assets.</p>	<p>7.1. The Custodian shall hold Digital Assets for the customer in Pool-Wallets and shall document the customer's portfolio of Digital Assets and related transactions in the individual Accounts. The Accounts are logically linked to the Digital Assets held in the Pool-Wallets and the customer can access the portfolio of Digital Assets at any time.</p> <p>7.2. The Custodian supports the types of Digital Assets listed in No. 10.1 of these Conditions, in particular the Digital Assets Bitcoin ("BTC") and Ethereum ("ETH"). For each type, the customer receives individual and separate Account addresses. Each Account address can only be used to deposit the respective Digital Assets type, supported by the corresponding Account address (e.g. the customer can only deposit or transfer BTC to an Account address that supports BTC, but not e.g. ETH - this is done via a separate Account address).</p>
<p>In the account, Digital Assets can be</p> <ul style="list-style-type: none"> - deposited, - transferred to external wallets, - transferred to other accounts at SDA. 	<p>7.3. The Custodian can execute different types of transactions on behalf of the customer (all types together: "transactions"): <ul style="list-style-type: none"> • Accept deposits of Digital Assets ("deposit"). • Process withdrawals of the customer's Digital Assets to external wallet addresses ("withdrawal"). • Transfer Digital Assets from an Account to a different Account within the Custodian's Platform ("transfer"). </p>
<p>Sufficient balance must be available on the accounts for transactions. Digital Assets can be partially or completely transferred to external wallets.</p>	<p>7.4. In their Account the customer can order transactions of Digital Assets. In case of withdrawal or transfer orders of Digital Assets out of the customer's Account, the Account must have sufficient balance to process the requested transaction including any costs and fees incurred. Subject to any limits imposed by the Custodian or regulatory restrictions, a customer may withdraw some or all of their Digital Assets from the Pool-Wallet to external wallet addresses. The Custodian will execute transaction orders within due course. The actual time for processing and broadcasting a transaction on blockchain-level depends on the blockchain network and is beyond the Custodian's control.</p>
<p>Transactions may be delayed or fail for technical reasons.</p>	<p>7.5. The customer can see Account balances of incoming and outgoing transactions and transaction states in their Account. In case of a failure that prevents a transaction from being successfully processed, a transaction can transition to failed state. Any amount which was locked by such transaction will be released, and the available Account balance will be updated.</p>
<p>SDA holds all Digital Assets in a collected wallet and allocates Digital Assets to customers through the account.</p>	<p>8. Account; Collective Custody</p>
<p>Customers may request that SDA executes transactions.</p>	<p>8.1. The Custodian safekeeps the customer's Digital Assets of one currency or type in a collective Pool-Wallet and shall ensure through records and proper accounting that at all times the Digital Assets held for customers are allocated to each individual customer as Account holder.</p> <p>8.2. A customer as the holder of an Account shall have a claim against the Custodian for the execution of the transaction specified in Section 7.3 in accordance with Section 7.4.</p>
<p>Transactions are carried out with Digital Assets from the Cover Holdings.</p>	<p>8.3. The Custodian complies with claims of the customer arising from the Digital Assets booked in the customer's Account from the Custodian's cover holding in the Pool Wallet ("Cover Holding"). The Cover Holding consists of Digital Assets of the same type held in crypto custody for the customer.</p>

<p>SDA protects Digital Assets with technical and organizational measures.</p> <p>The protection of Digital Assets is constantly being technically improved and adapted to regulatory requirements.</p>	<p>9. Technical and Organizational Measures</p> <p>9.1. The Custodian shall, within the scope of his responsibility, structure its internal organization in a manner that it complies with the technical and organizational requirements for the protection of stored Digital Assets.</p> <p>9.2. The technical and organizational measures are subject to technical progress. The Custodian shall be entitled to modify its technical and organizational measures, particularly if new technical security measures are required by market standards or recommended by the supervisory authorities or equivalent bodies provided, however, that no modification shall be permissible if it derogates from the level of protection contractually agreed upon or required by law. The Custodian shall document any substantial amendments and notify the customer of such amendments without undue delay.</p>
<p>Besides BTC and ETH, SDA supports other blockchain protocols.</p>	<p>10. Risk Warnings; Blockchain Protocols; Forks; No Investment Advisory</p> <p>10.1. In general, the Custodian supports the blockchain protocols and Digital Assets (BTC) and ETH. Further, the Custodian supports Ethereum blockchain-protocol-based tokens, including security tokens, which are ERC20 token standard compatible. The scope and type of the supported Digital Assets may be subject to limitations defined by the Partner. The Custodian reserves the right to support further blockchain protocols and token standards.</p>
<p>SDA has no control over the blockchain protocols and is not liable for their functions.</p>	<p>10.2. The Custodian has no technical, organizational or legal influence on the software protocols underlying a blockchain or so-called Smart Contracts mapped on the Blockchain and thus determining the functions of Digital Assets. The Custodian is not responsible for the operation of the underlying protocols – including smart contracts – of Digital Assets and makes no guarantees of their functionality, availability or security. The Custodian is not responsible for any operations or actions an issuer of Digital Assets might perform such as – but not limited to – so-called burning or minting of tokens.</p>
<p>Trading with Digital Assets bears risks. Customers must be aware of these risk.</p>	<p>10.3. The customer acknowledges that Digital Assets and their blockchain protocols involve several risks. The customer acknowledges that transfers of Digital Assets may not be executed due to market circumstances such as – but not limited to – forks, or the absence of liquidity, and/or technical issues with internet providers. A transaction may be unconfirmed for an uncertain period of time after it is ordered and may be never completed if it remains pending depending on the blockchain network's state and capacity.</p>
<p>Transactions of crypto assets with wallets that support a different type of crypto asset may result in the loss of the crypto assets.</p>	<p>10.4. In case the customer sends Digital Assets to an Account address for deposit or enables a transaction to an external wallet address, which may not support the underlying protocol of the Digital Assets to be deposited or transferred, it may lead to a loss of the Digital Assets. This loss may be permanent. The Custodian has no influence on this.</p> <p>For example, the customer sends BTC to the Account address which only supports ETH and not to the customer's Account address specified for the deposit of BTC as described in No. 7.2 of these Conditions. In this case, there is a risk that the sent BTC may be irrevocably lost.</p>
<p>Crypto values can change, for example, through forks and airdrops. SDA then acts in the interest of the customers.</p> <p>SDA does not observe the market with regard to forks and airdrops.</p>	<p>10.5. Digital Assets' protocols may be subject to so-called forks changing the underlying blockchain protocol rules. The customer acknowledges that forks may materially affect the value, function, or name of a Digital Asset. In the event of fork or airdrop of a certain type of Digital Asset into two (e.g. Bitcoin and Bitcoin Cash, or Ethereum and Ethereum Classic), or more, the Custodian will act in what it deems to be the best interest of the customer and will notify the customer thereof. The customer acknowledges that the Custodian is not obliged towards the customer to observe the development of a blockchain and Digital Assets market actively, and has no obligation towards the customer to provide any information of announced forks or airdrops by a blockchain network.</p>

<p>In the case of forks, SDA may suspend or adjust the custody.</p>	<p>10.6. The Custodian may temporarily suspend the crypto custody services relating to a Digital Asset affected by a fork. The Custodian may in its sole discretion decide not to support the forked protocol entirely, or may configure its crypto custody services to enable the customer to transfer the affected Digital Assets to another external customer wallet. The customer shall be responsible to provide the Custodian with an external wallet address before the occurrence of a fork.</p>
<p>Trading in cryptocurrencies is risky and can lead to a complete loss. Customers trade at their own risk.</p>	<p>10.7. The value of a Digital Asset may increase or decrease rapidly, and therefore may fluctuate extremely in a short period of time. Trading in Digital Assets bears the risk of total loss of the amount invested. The customers acknowledge that they bear the risks arising from Digital Assets deposited with the Custodian (including, but not limited to, the market risk, the risk of loss, and other risks arising in connection with such Digital Assets).</p>
<p>SDA is not liable for the information on the Blockchain. The customer uses Partner apps at its own risk. SDA does not make any recommendations or provide investment advice.</p>	<p>10.8. The Custodian is not responsible for the correctness or timeliness of the entries on the blockchain, as these are beyond the sphere of influence of the Custodian.</p> <p>10.9. The customer uses the Partner's Frontend at its own risk. The Custodian does not provide investment advice with regard to the use of the Partner's Frontend or the acquisition of Digital Assets. The information provided on the Partner's Frontend does not constitute personal recommendations to the customer. Rather, it is legally non-binding information or risk advice from the Partner. The responsibility for the operation of the Partner's Frontend as well as all content contained therein is exclusively and solely with the Partner.</p>
<p>SDA is subject to banking secrecy.</p>	<p>11. Banking Secrecy and Information Disclosure</p> <p>The Custodian has the duty to maintain secrecy about any customer related facts and evaluations of which it may have knowledge (banking secrecy). The Custodian may only disclose information concerning the customer if it is legally required to do so or if the customer has consented thereto.</p>
<p>In case of suspected misuse, loss, theft or unauthorized access, SDA will block the Account. Customers must report such incidents to SDA.</p>	<p>12. Blocking of the Account</p> <p>12.1. The Custodian will block the Account at the customer's instigation, in particular in the event of misuse of the access data to the Account or in case of loss, theft or misuse of an Authentication Element as described in No. 13.4 of these Conditions. If the customer becomes aware of the loss or theft, the misuse or other unauthorised use of an Authentication Element, or one of the customer's personal security features, the customer must notify the Custodian of this without undue delay ("Blocking Notification"). The customer may submit a Blocking Notification to the Custodian at any time via the Partner's Frontend or also via the contact information provided separately by the Custodian herein.</p>
<p>SDA may block the account for various reasons.</p>	<p>12.2. The Custodian is also entitled to block the Account if</p> <ul style="list-style-type: none"> • there is a threat of unauthorised or improper use of the customer's Account, or • there is a suspicion of unauthorised or fraudulent use of an Authentication Element, or • material grounds relating to the security of the Authentication Elements justify it, or • the customer repeatedly violates material contractual obligations.
<p>SDA may block the account if it is obliged to do so.</p>	<p>12.3. The Custodian is entitled to block the Account and freeze the Digital Assets of a customer therein, if the Custodian is required by statutory obligations, e.g. in case of suspected money laundering or other financial crimes.</p>

13. Obligations of the customer to Cooperate and Exercise Due Care	
<p>Customers shall</p> <ul style="list-style-type: none"> - Update their personal information and add further information - Submit additional information, if required - Prove their identity, if required - Check their e-mails on a regular basis, - Authenticate themselves to use the Account, - Keep the means of authentication secret, - Follow security instructions. <p>Customers must authenticate themselves before carrying out transactions.</p> <p>SDA informs about faulty orders.</p>	<p>13.1. As soon as the personal data deposited by the customer with the Custodian, such as name, domicile or tax domicile (in particular FATCA status), changes, the customer is obligated to notify the Custodian of these changes immediately via the functionality of the Account provided for this purpose. Due to the provisions of the German Anti Money Laundering Act (Geldwäschegesetz, GwG), it may be necessary for the Custodian to request further information or documentation from the customer in addition to the existing data.</p> <p>13.2. Due to statutory regulations and internal guidelines issued by the Custodian for the prevention of money laundering, proof of the customer's identity may be required. The customer is obliged to provide the required evidence and to participate in an identification procedure. If the customer does not fulfil his obligations to cooperate, they may be excluded from opening an Account.</p> <p>13.3. The customer is obliged to regularly check the messages received by e-mail.</p> <p>13.4. The customer can use the Account functions (e.g. access the Account, see and order transactions) when the Custodian has authenticated the customer. Authentication is the procedure whereby the Custodian can verify the identity of customer or the authorised use of the Account, including the use of the personalised security feature of the customer. Authentication elements are (1) knowledge elements, i.e. something that only the customer knows (e.g. password), (2) possession elements, i.e. something that only the customer has (e.g. device for generating or receiving one-time transaction numbers (TANs) that prove the subscriber's ownership), or (3) being elements, i.e. something that the customer is (inherence, e.g. fingerprint as a biometric feature of the customer) ("Authentication Elements"). The Custodian authenticates the customer based on him or her transmitting the knowledge element, proof of the possession element and/or proof of the existence element to the Custodian in accordance with the Custodian's request.</p> <p>13.5. The customer shall take all reasonable precautions to protect their Authentication Elements against unauthorised access. Otherwise, there is a risk that Account functions may be misused or used in any other unauthorised manner. In order to protect the individual Authentication Elements, the customer shall in particular pay attention to the following: (1) knowledge elements shall be kept secret, (2) possession elements must be protected against misuse and unauthorised access by third parties, (3) being elements may only be used as an authentication element on a customer's mobile terminal if no other person's being element are stored on the mobile terminal. The mobile phone number stored for the smsTAN procedure shall be deleted or changed if the customer no longer uses this mobile phone number for the Account functions.</p> <p>13.6. The customer shall observe the security instructions on the Custodian's website for crypto custody services, in particular the measures to protect the hardware and software used.</p> <p>13.7. Before any transaction can be processed by the Custodian, the customer who initiated the transaction, must approve it. On request, the customer must use Authentication Elements (e.g. entering a smsTAN as proof of ownership) to authorise a transaction order. The Custodian shall not process a transaction order, if the customer has not authorised it. The receipt of transaction orders and approvals will be reflected by the transaction states in the customer's Account.</p> <p>13.8. The customer shall notify the Custodian of any unauthorised or incorrect orders as soon as they are detected.</p>

<p>Customers are responsible for correct information for transactions. Incorrect wallet addresses can lead to the loss of cryptocurrencies.</p>	<p>13.9. Transaction orders must unequivocally show their contents. Transaction orders that are not entered clearly may lead to queries, which may result in delays. In particular, when giving transaction orders, the customer must ensure that the information the customer provides, particularly the wallet address of a recipient and the amount of the respective Digital Asset are complete and correct. In case the customer approves a transaction to a false wallet address the Digital Assets being part of this transaction, may be lost and might not be retransferable to the customer Account and Wallet.</p>
<p>Customers must verify account information immediately.</p>	<p>13.10. The customer must immediately examine account statements and other statements, as well as advices of execution of orders as to their correctness and completeness and immediately raise any objections relating thereto.</p>
<p>Customers must notify SDA if expected communications do not reach them.</p>	<p>13.11. The customer must notify the Custodian immediately if balance statements are not received. The duty to notify the Custodian also exists if other advices expected by the customer are not received (e.g. account statements after execution of customer orders or regarding transactions expected by the customer).</p>
<p>14. Costs of Crypto Custody Services and Transaction Fees</p>	
<p>There are no costs for crypto custody vis-à-vis SDA.</p>	<p>14.1. The Custodian will not charge the customer for the provided crypto custody services.</p>
<p>SDA may charge transaction fees to customers.</p>	<p>14.2. The Custodian may charge a fee for the processing of transmissions or transfers instructed by the customer ("Transaction Fee"), which includes external network fees outside of the influenced by the Custodian. Customers will be informed of the applicable Transaction Fee before authorizing the corresponding transaction.</p>
<p>SDA does not charge unlawful fees.</p>	<p>14.3. The Custodian shall not charge for any service which it is required to provide by law or pursuant to a contractual accessory obligation or which it performs in its own interest, unless such charge is legally permissible and levied in accordance with the relevant statutory provisions.</p>
<p>The partner may charge additional fees if necessary.</p>	<p>14.4. Any potential claim made against the Custodian for the reimbursement of expenses depends on the statutory provisions.</p> <p>14.5. The Partner might charge additional fees to the customer based on the Partner's General Terms and Conditions.</p>
<p>15. Balance Statements for Accounts</p>	
<p>SDA issues a statement for each transaction and communicates the current holdings of digital assets.</p>	<p>15.1. The customer will receive a statement from the Custodian for every transaction carried out.</p>
<p>Customers may not object to chargebacks and corrections due to other disposition of crypto assets.</p>	<p>15.2. The respective balance of Digital Assets of the same type will be communicated to the customer. Unless otherwise agreed, the customer shall receive a balance statement for the customer's Digital Assets booked in the Account at the end of each calendar year.</p>
<p>16. Reverse Entries and Correction Entries Made by the Custodian</p>	
<p>SDA may correct erroneous credit notes. In the event of an objection, SDA</p>	<p>16.1. Incorrect entries on Accounts (e.g. due to a wrong Account address) may be reversed by the Custodian through a debit entry to the extent that the Custodian has a retransfer claim against the customer (reverse entry); in this case, the customer may not object to the debit entry on the grounds that a disposal of an amount equivalent to the credit entry has already been made.</p> <p>16.2. If the Custodian ascertains an incorrect credit entry and if the Custodian has a retransfer claim against the customer, it shall debit the Account of the customer with the amount of its claim (correction entry). If the custo-</p>

will assert the correction separately.

mer objects to the correction entry, the Custodian shall recredit the Account with the amount in dispute and assert its retransfer claim separately.

SDA receives a lien to secure claims against customers.

17. Lien in Favour of the Custodian

17.1. The customer and the Custodian agree that the Custodian acquires a lien on all claims and rights the customer has or may in future have against the Custodian arising from the crypto custody services relationship (e.g. Account balances). In addition, the Custodian also acquires a lien on cryptographic private keys and other items that have come or may come into the Custodian's possession within the scope of crypto custody services.

17.2. The lien serves to secure all existing, future and contingent claims arising from the crypto custody services relationship which the Custodian is entitled to against the customer.

17.3. If Digital Assets come into the power of disposal of the Custodian under the reserve that they may only be used for a specified purpose, the Custodian's lien does not extend to these assets. Moreover, the lien extends neither to the profit-participation rights (Genussrechte) issued by the Custodian itself nor to the Custodian's non-securitized subordinated liabilities.

Heirs of customers must prove their eligibility. SDA treats proven heirs as entitled persons.

18. Right of Disposal upon the Death of the customer

Upon the death of the customer, any person who approaches the Custodian claiming to be the customer's legal successor shall be required to furnish suitable proof to the Custodian of their entitlement under inheritance law. If an official or certified copy of the testamentary disposition (last will or contract of inheritance) together with the relevant record of probate proceedings is presented to the Custodian, the Custodian may consider any person designated therein as heir or executor as the entitled person, allow this person to dispose of any Digital Assets and, in particular, make transactions to this person, thereby discharging its obligations. This shall not apply

- if the Custodian is aware that the person designated therein is not entitled to dispose (e.g. following challenge or invalidity of the will) or
- if the Custodian should have known this with due care.

SDA is liable to the customers:

- for cardinal obligations, i.e. all obligations that make the custody possible in the first place,
- only to a limited extent for negligence,
- for other obligations only in case of intent or gross negligence,
- accordingly for all representatives, employees and agents.

The liability of SDA is limited to EUR 10,000.

19. Liability of the Custodian; Contributory Negligence of the customer

19.1. In case of breach of cardinal obligations (Kardinalpflichten), the Custodian shall be liable for damages caused by its staff and of those persons whom it engages for the performance of its cardinal obligations. Cardinal obligations, such as the Technical and Organizational Measures as described in No. 9 of these Conditions, are those contractual obligations, the fulfilment of which is essential for the proper performance of the contractual relationship and the observance of which the customer can regularly rely on, or the breach of which would endanger the achievement of the purpose of this Agreement. In case of negligent breach of a cardinal obligation, the Custodian shall only be liable for typically foreseeable and occurring damages within this agreement.

19.2. With regards to the fulfilment of other contractual obligations, the Custodian shall only be liable for intent and gross negligence of its staff and of those persons whom the Custodian engages to fulfil these obligations.

19.3. The damages for which the Custodian is liable shall be limited to EUR 10,000, unless the parties agree otherwise in writing.

19.4. The limitations according to the preceding sections also apply to the Custodian's legal representatives, staff or persons engaged by the Custodian, or any entity of the same group of companies, if claims are asserted directly against them.

<p>SDA is liable for severe consequences caused by fault and intentional or grossly negligent consequences.</p>	<p>19.5. Liability for culpable damage to life, body and health as well as liability for other damages resulting from an intentional or grossly negligent breach of duty by the Custodian or persons working for it or on its behalf shall remain unaffected.</p>
<p>SDA is liable if agents are not carefully selected and instructed.</p>	<p>19.6. If the contents of an order are such that the Custodian typically entrusts a third party with its further execution, the Custodian performs the order by passing it on to the third party in its own name (order passed on to a third party). In such cases, the liability of the Custodian shall be limited to the careful selection and instruction of the third party.</p>
<p>SDA is not liable for third party performance or operations on the blockchain.</p>	<p>19.7. Notwithstanding the preceding sections, the Custodian shall not be responsible for any third-party services. The Custodian shall not be liable for any damages, costs, or other liability in the event of a blockchain network downtime, systems failure, error, interruption, delay or other circumstances resulting in the inability to access the customers Digital Assets.</p>
<p>Customers must allow contributory negligence to be taken into account.</p>	<p>19.8. In the event that the customer has contributed to the occurrence of the loss by any own fault (e.g. by violating the duties to cooperate as mentioned in No. 13 of these Conditions or by sending Digital Assets to their Account Address or external wallet addresses, which do not support the underlying protocol of the Digital Assets as mentioned in No. 7.2, 10.1 and 10.2), the principles of contributory negligence shall determine the extent to which the Custodian and the customer shall have to bear the loss.</p>
<p>Damage to the cover holdings due to force majeure shall be borne by customers on a pro rata basis. SDA is not liable for force majeure.</p>	<p>19.9. Each customer shall therefore bear proportionally all economic and legal disadvantages and damages that affect the Cover Holdings pursuant to Section 8.4 as a result of force majeure, riot, war or natural events or other access by third parties (e.g. external cyberattacks, unauthorised or fraudulent use of an Authentication Element by a third party e.g. in case of a SIM Swap attack) for which the Custodian is not responsible or in connection with acts of domestic or foreign authorities. The Custodian shall not be liable to the Customer for any losses caused by force majeure, riot, war or natural events or due to other occurrences for which the Custodian is not responsible (e.g. strike, lock-out, traffic hold-ups, epidemics, access by third parties, administrative acts of domestic or foreign high authorities).</p>
<p>Crypto assets are not part of deposit insurance.</p>	<p>20. No Inclusion of the customer Accounts and Wallets in the Deposit Protection</p> <p>The Digital Assets of a customer are not subject to the deposit protection of the German banks.</p>
<p>Customers can terminate</p> <ul style="list-style-type: none"> - Contracts without term at any time, - contracts with a term with good cause, and - always with legal reasons. 	<p>21. Termination Rights of the customer</p> <p>21.1. Unless the Custodian and the customer have agreed a term or a diverging termination provision, the customer may at any time, without notice, terminate the business relationship.</p> <p>21.2. If the Custodian and the customer have agreed a term or a diverging termination provision for a particular business relation, such relation may only be terminated without notice if there is reasonable cause therefor which makes it unacceptable to the customer to continue the business relationship even taking into account the legitimate interests of the Custodian.</p> <p>21.3. Statutory termination rights shall not be affected.</p>
<p>SDA may discontinue its services for cause, such as regulatory reasons.</p>	<p>22. Termination Rights of the Custodian</p> <p>22.1. The Custodian has the right to suspend services in whole or in part for good cause, in particular for regulatory and supervisory reasons. In the event of a complete or partial discontinuation of services, the provisions of the following sections shall apply accordingly.</p>
<p>SDA may terminate the contract at any time with</p>	<p>22.2. Upon observing a reasonable period of notice, the Custodian may at any time terminate the business relationship for which neither a term nor a diverging termination provision has been agreed. In determining the pe-</p>

<p>reasonable notice (at least 2 months).</p>	<p>riod of notice, the Custodian shall take into account the legitimate concerns of the customer. The minimum termination notice for a Digital Assets Account shall be two months.</p>
<p>SDA may only terminate without notice for good cause.</p>	<p>22.3. Termination of the business relationship without notice is permitted if there is reasonable cause which makes it unacceptable to the Custodian to continue the business relations, also after having given consideration to the legitimate concerns of the customer. Reasonable cause is given in particular if the customer has made incorrect statements as to the origin of the customer's Digital Assets.</p>
<p>SDA must warn customers if they have violated a duty.</p>	<p>22.4. If reasonable cause is given due to the breach of a contractual obligation, termination shall only be permitted after expiry, without result, of a reasonable period of time fixed for corrective action by the customer or after a warning to the customer has proved unsuccessful, unless this proviso can be dispensed with owing to the special features of a particular case (Section 323 Para. 2 and 3 of the German Civil Code).</p>
<p>After a termination</p> <ul style="list-style-type: none"> - SDA allows a reasonable period of time for settlement, - customers must specify an external wallet for the transfer of crypto values, - SDA will delete all data as far as legally permissible and possible. 	<p>23. Settlement Following Termination</p> <p>23.1. In the event of termination without notice, the Custodian shall allow the customer a reasonable period of time for settlement, unless it is necessary to attend immediately thereto.</p> <p>23.2. In the event of termination, the customer shall provide the Custodian with a valid external wallet address to which the customer's Digital Assets can be transferred.</p> <p>23.3. Upon termination of this agreement, regardless of the legal grounds, the Custodian will delete all data within the Custodian's systems to the extent permitted by law. The data created in connection with the Wallet on a blockchain cannot be deleted due to its immutability and its character as a continuous register.</p>
<p>German law applies.</p>	<p>24. Applicable Law; Place of Jurisdiction for customers who are Businesspersons or Public-Law Entities</p> <p>24.1. The contractual relationship is subject to the law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German.</p>
<p>For and against entrepreneurs, the place of jurisdiction shall be at the registered office of SDA.</p>	<p>24.2. If the customer is an entrepreneur or business and if the business relation in dispute is attributable to the conducting of such businessperson's trade, the Custodian may sue such customer before the court having jurisdiction for the Custodian office keeping the Account or before any other competent court; the same applies to legal entities under public law and separate funds under public law. The Custodian itself can only be sued by these customers before the court that has jurisdiction over the Custodian's crypto account-keeping entity.</p> <p>24.3. The agreement upon the place of jurisdiction shall also apply to customers who conduct a comparable trade or business abroad and to foreign institutions which are comparable with domestic legal entities under public law or a domestic separate fund under public law.</p> <p>24.4. Unless the customer is a consumer, the assignment of claims from the contractual relationship is excluded.</p>
<p>Customers have various options for settling disputes out of court.</p>	<p>25. Complaints and Alternative Dispute Resolution Proceedings</p> <p>The customer has the following out-of-court options:</p> <ul style="list-style-type: none"> • The customer may address a complaint to the Custodian in writing to: <ul style="list-style-type: none"> Solaris Digital Assets GmbH Cuvrystraße 53 10997 Berlin

or via E-Mail: support@solarisda.com

- The Custodian will respond to complaints in written form (e.g. by letter or e-mail).
- The customer has the possibility to complain to the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Straße 108, 53117 Bonn, Germany (E-Mail: schlichtungsstelle@bafin.de; Fax: +49 0228 4108-62299), at any time in writing or for local record recording, about violations by the Custodian of regulations in connection with contracts relating to financial services pursuant to Sec. 1 Para. 1a KWG.
- The customer has the possibility to complain to the German Central Bank (Deutsche Bundesbank), Schlichtungsstelle, Postfach 100602, 60006 Frankfurt am Main, Germany (www.bundesbank.de/schlichtungsstelle, E-Mail: schlichtung@bundesbank.de; Fax: +49 (0)69 709090-9901), at any time in writing or for local record recording, about violations by the Custodian of provisions of the BGB concerning distance contracts for financial services.
- The European Commission has launched a European Online Dispute Resolution Platform (Online-Streitbeteiligungsplattform "**OS Platform**"). The OS Platform can be used by a consumer for out-of-court settlement of a dispute arising from online contracts with a company established in the EU. The Custodian does not participate in dispute resolution proceedings before a consumer arbitration body.