Pre-Contractual Information on Contracts for Financial Services Concluded by Electronic Commerce and Distance Selling

(here: Information about Crypto Custody Services)

Dear customer,

before you conclude contracts with us at a distance (via the Internet, telephone, e-mail, fax or letter) and in electronic commerce, we would like to provide you with some general information on us as a financial services provider, the financial service of crypto custody business offered and the conclusion of distance contracts as well as contracts in electronic commerce in accordance with the statutory provisions (§ 312d (2) 2 German Civil Code (*Bürgerliches Gesetzbuch* – BGB) in conjunction with Art. 246b German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch* – EGBGB), § 312i (1) 2 no. 2 BGB in conjunction with Art. 246c EGBGB).

Yours sincerely, solaris Digital Assets GmbH

(hereinafter "**Financial Services Provider**")

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A. General Information About the Financial Services Provider

A.1. Name and Address

Solaris Digital Assets GmbH

Cuvrystraße 53
10997 Berlin

A.2. Legal Representatives (Management Board)

Alexis Hamel (Managing Director), Dr. Daniel Seifert (Managing Director)

A.3. Entry in the Commercial Register

Commercial register at the local court Charlottenburg: HRB 212937

A.4. Value Added Tax (VAT) Identification Number

DE329308452

A.5. Main Business Activity

The main business activity of the company is the provision of financial services in the form crypto custody business for third parties, thus the safekeeping, management and storage of digital assets or cryptographic keys used to hold, store or transfer digital assets.

A.6. Competent Supervisory Authorities

Bundesanstalt für Finanzdienstleistungsaufsicht
Graurheindorfer Straße 108

53117 Bonn

www.bafin.de

Deutsche Bundesbank
Hauptverwaltung in Berlin und Brandenburg
Leibnizstr. 10
10625 Berlin

www.bundesbank.de

B. General Information About the Contractual Agreement

B.1. Contractual and Communication Language

The decisive language for the contractual agreement with the customer during the term of the contract is German.

Contractual terms and conditions and these Pre-Contractual Information will be published in German and English. Communication can be in German or English.

B.2. Choice of Law and Legal Venue

The conclusion of the contractual agreement and the entire business relationship between the customer and the Financial Services Provider shall be governed by German law (No. 24 para. 1 of the Financial Service Provider's "Conditions for Crypto Custody Services"). There is no contractually agreed place of jurisdiction for consumers.

B.3. Out-of-Court Settlement of Disputes

For the settlement of disputes with the Financial Services Provider, the customer has the following out-of-court possibilities:

- Customers may address a complaint to the point specified in No. 25 of the Financial Service Provider's "Conditions for Crypto Custody Services". The Financial Services Provider will answer complaints in text 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.

B.4. Deposit-Guarantee or other Investor-Compensation Schemes

There is no Deposit-Guarantee, Guarantee fund or other investor-compensation schemes.

B.5. Validity of the Information Made Available

The information made available by the Financial Services Provider shall be valid until further notice.

C. Information About the Crypto Custody Business

C.1. Main Features of the Financial Service

C.1.1. The Financial Services Provider provides a wallet solution for safekeeping of cryptographic private keys and storage of blockchain-based crypto-assets in the meaning of Sec. 1 Para 11 (1) No. 10 KWG (hereinafter "**Digital Assets**") as well as the corresponding account for safekeeping and transaction management of Digital Assets ("**Account**"). The Account can only be accessed via the app or the website of the Financial Services Provider's cooperation partner. Therefore, the customer requires a computer or mobile device with an Internet connection through which the app or the website of the Financial Services Provider's cooperation partner is accessible. Other access methods are not supported.

In general, the Financial Services Provider supports the following blockchain-protocols and Digital Assets:

- Bitcoin (BTC),

- Ether (ETH),

- Token, including security token, that are compatible with the ERC20 token standard.

The features offered and the type of Digital Assets supported may be subject to restrictions determined by the Financial Services Provider's cooperation partner.

The Financial Service Provider sets up an Account for the customer, credits incoming transactions to the Account and settles transactions of Digital Assets initiated by the customer to the debit of the Account, provided the Account has sufficient balance. In particular, the following crypto custody services are offered:

- Account management,

- Deposits of Digital Assets,

- Withdrawal of Digital Assets to external wallet-addresses (subject to any restrictions imposed by the Financial Services Provider or any regulatory limitations),

- Transfer of Digital Assets to other Accounts within the Financial Services Provider' Platform.

When placing transaction orders, the customer in particular has to ensure that the information provided by the customer, in particular the wallet address of the recipient and the amount of the respective Digital Asset are complete and correct. If the customer authorizes a transaction to an incorrect wallet address the Digital Assets that are part of this transaction may be lost and

may not be transferable back to the customer's Account and their Wallet. If the customer sends Digital Assets to his Account address for deposit (e.g., if the customer sends BTC to the customer's Account address that only supports ETH and not to the customer's Account address specified for BTC deposit) or initiates a withdrawal to an external wallet address that does not support the underlying protocol of the Digital Assets to be deposited or transferred, this may result in a loss of the Digital Assets that may not be recoverable.

C.1.2. Payment and Performance of the Contractual Agreement

(1) Beginning of the Execution of the Contractual Agreement

The Financial Services Provider begins with the fulfilment of the crypto custody services agreement immediately after accepting the application to open an Account after receipt of the complete documents and the successful identification of the customer.

(2) Wallet Management and Fiduciary Custody of Digital Assets

The Financial Services Provider generates and stores cryptographic private keys which are required for the safekeeping and transfer of the customer's Digital Assets on behalf of the customer.

The Financial Service Provider holds Digital Assets on a fiduciary basis and on behalf of the customer.

(3) Account Management

The customer receives an individual Account address which can be used for the deposit of Digital Assets. For each type of Digital Assets (see C.1.1 of this Pre-Contractual Information) the Customer receives individual and separate Account addresses. Each Account address can only be used to deposit Digital Assets of a specific type that is supported by the corresponding Account address (e.g., customer receives an Account address that supports BTC and that can be used to deposit BTC, but does not support other types of Digital Assets such as ETH).

The Financial Services Provider fulfils its obligations under the crypto custody service agreement by booking the transactions (deposits of Digital Assets, withdrawals of Digital Assets to external wallet addresses and transfer of Digital Assets to other Accounts within the Financial Services Provider' Platform) in the Account of the customer. The customer shall receive a statement from the Financial Services Provider for each transaction executed. The customer shall be informed of the respective balance of Digital Assets of the same type. Unless otherwise agreed, the customer shall receive an account statement at the end of each calendar year showing the Digital Assets held in the Account.

All bookings made by the Financial Services Provider are listed on the account statement with the following details: Balance of the respective Digital Assets and transaction date (value date) as well as the wallet address of the sender or recipient of a transaction. Account statements are transmitted in the agreed form by the Financial Services Provider's cooperation partner.

(4) Deposits of Digital Assets

A deposit represents a single incoming transaction on

blockchain level to the customer's Account address. In case of a deposit of a Digital Asset, the deposit is considered fulfilled as soon as the customer's Account is credited.

(5) Withdrawals of Digital Assets to External Wallet Addresses

A withdrawal to an external wallet address represents a transaction of Digital Assets on blockchain level from the customer's Account to an external wallet address. A withdrawal of Digital Assets to an external wallet address is considered fulfilled as soon as the associated transaction was broadcasted to the blockchain network. The balance of the customer's Account will be adjusted accordingly. The actual point in time for processing and transmission of a transaction on blockchain level depends on the blockchain network and is beyond the control of the Financial Services Provider.

(6) Transfers of Digital Assets to Other Accounts with the Financial Services Provider

A transfer of Digital Assets to other Accounts represents a transfer of Digital Assets from a customer's Account to another Account within the Financial Services Provider' Platform. Such transfer does not take place as a transaction on blockchain level and is considered fulfilled by crediting the beneficiary's Account.

C.1.3. Prices

The prices for the services in connection with the provision of the Wallet and the management of the customer's Account shall be agreed between the Financial Services Provider's cooperation partner and the Customer.

C.1.4. Information on Taxes and Costs to be Paid by the Customer

(1) No taxes are paid on the customer's behalf by the Financial Services Provider.
(2) Gains on the sale of crypto-currencies as well as income from interest and exchange rate gains within the scope of token transactions may be taxable. The customer himself is responsible for paying any income tax (e.g. income tax, capital gains tax) of the customer.
(3) In case of questions, the customer should contact the tax authority responsible for the customer or their tax advisor. This applies in particular if the customer is liable for tax abroad.
(4) The customer has to bear their own costs (e.g. for internet, tele-phone calls, postage).

C.1.5. Additional Costs for Telecommunications

There are no additional telecommunication costs charged by the Financial Services Provider.

C.1.6. Restriction on Disposal During the Revocation Period

The Financial Services Provider is entitled to execute the customer's orders from the Account to third parties only after expiry of the revocation period of 14 days.

C.1.7. Indication of Risk

The financial service of crypto custody business refers to financial instruments which, due to their specific characteristics and the processes to be performed, are subject to special risks and whose price is subject to fluctuations on the financial market over which the Financial Services Provider has no influence. Income generated in the past is no indicator of future income.

C.2. Contractual Termination Rules

The contractual agreement is subject to the termination rules set out in Nos. 21, 22 and 23 of the Financial Service Provider's "Conditions for Crypto Custody Services".

C.3. Minimum Term

There is no minimum term.

C.4. Other Rights and Obligations of the Financial Services Provider and the Customer

The general rules for the entire business relationship between the Financial Services Provider and the customer are described in the Financial Service Provider's "Conditions for Crypto Custody Services". In these, the customer's duties to cooperate are specified under No. 13. In addition, the following special terms and conditions apply, which contain deviations or additions to the Financial Service Provider's "Conditions for Crypto Custody Services":

- General Terms and Conditions for the use of the Accounts via the app- or browser-based user interface of the Financial Services Provider's cooperation partner.

The above conditions are available in German and English.

D. Information on the Special Features on Distance and Electronic Commerce Contracts

D.1. Information on the Conclusion of the Distance Contract

Via the app or website of the Financial Services Provider's cooperation partner, the customer makes a binding offer to the Financial Services Provider to conclude the crypto custody services agreement by transmitting the fully completed online application form to open an Account to the Financial Services Provider as part of the digital application process and the receipt of the application by the Financial Services Provider. The crypto custody services agreement is concluded when the Financial Services Provider declares acceptance of the application and/or releases the Account for use to the customer after an identity check, if necessary.

D.2. Information on the Individual Technical Steps Leading to the Conclusion of a Contract in Electronic Commerce

The customer has to register via the app or website of the Financial Services Provider's cooperation partner in order to open an Account with the Financial Services Provider. If the Customer wishes to register via the app of the Financial Service Provider's cooperation partner, he first has to download it from an App Store. Before the customer can submit the completed application form for the application to open an Account to the Financial Services Provider (see D.1 of this Pre-Contractual Information), the customer has to accept the Financial Services Provider's "Conditions for Crypto Custody Services" via the frontend of the Financial Services Provider's cooperation partner by ticking the checkbox and confirm that he/she has read and understood the customer information on data processing as well as these Pre-Contractual Information. To send their binding offer for opening an Account with the Financial Services Provider, the customer must click on the confirmation button implemented via the frontend of the Financial Services Provider's cooperation partner. The crypto custody services agreement is concluded when the Financial Services Provider declares acceptance of the offer to

the customer and/or releases the Account for use after the identity check, if necessary (see D.1 of this Pre-Contractual Information).

D.3. Notification Regarding Revocation

Notification regarding revocation for distance contracts for financial services

When you send the application to the Financial Services Provider, the following notification regarding revocation applies to you (the German version is authoritative; the translation is for information purposes only):

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Notification Regarding Revocation

Right of Revocation

You can revoke your contract declaration within 14 days without giving reasons by means of a clear declaration. The period begins after receipt of this instruction on a permanent data medium, but not before conclusion of the contract and also not before fulfilment of our information obligations according to Article 246b § 2 (1) in conjunction with Article 246b § 1 (1) EGBGB. The revocation period shall be deemed observed if the declaration is made on a permanent data medium (e.g. letter, fax, e-mail) by sending the revocation in good time. The revocation is to be addressed to:

Solaris Digital Assets GmbH
Cuvrystraße 53
10997 Berlin
E-Mail: support@solarisda.com

Revocation Consequences

In the event of an effective revocation, the services received by both parties are to be returned. You are obliged to pay compensation for the value of the service provided up to the revocation if you were advised of this legal consequence before submitting your contractual declaration and have expressly agreed that we shall begin with the execution of the consideration before the end of the revocation period. If there is an obligation to pay compensation, you may still have to fulfil the contractual payment obligations for the period until revocation. Your right of revocation expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of revocation. Obligations to reimburse payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of revocation, for us with its receipt.

Special Information

Upon revocation of this contract, you are also no longer bound by a contract related to this contract if the related contract concerns a service provided by us or a third party on the basis of an agreement between us and the third party.

Yours, Solaris Digital Assets GmbH

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D.4. Special Instructions for Immediate Execution of the Contractual Agreement

The Financial Services Provider shall commence with the execution of this contractual agreement and the further contracts concluded on the basis thereof immediately after acceptance of the application and before expiry of the revocation period, if the customer gives his express consent to this. The Financial Services Provider shall obtain the customer's express consent upon signing of the contractual agreement.

D.5. Notice on Access to Contract Conditions

During the term of the contractual agreement, the customer may at any time request the transmission of the contractual conditions and these Pre-contractual Information on another permanent data medium.

D.6. Notice on the Storage of the Text of the Contractual Agreement after the Conclusion of the Contractual Agreement by the Financial Services Provider and Access by the Customer

The Financial Services Provider stores the text of the contractual agreement electronically after the conclusion of the contractual agreement. The text of the contractual agreement is made accessible to the customer via the user interface of the Financial Service Provider's cooperation partner. In addition, the customer can view the currently valid contractual conditions at any time on the Financial Services Provider's website (www.solarisdigitalassets.com) and access them in a format that can be stored.

D.7. Notice on the Customer's Possibility to Recognise and Correct Input Errors in Electronic Commerce

Before sending his application for the opening of an Account with the Financial Services Provider, the customer can check the information he/she has provided via the Financial Services Provider's cooperation partner's front end and, if necessary, correct any errors directly or return to previous registration steps.