Consumer information

Firefish Peer Servicing s.r.o.

The Provider (as identified below) provides the following pre-contractual information (**Information**) to prospective users of the Provider's financial service (loan) available through the Firefish platform at www.firefish.io (**Platform** and **Service**) who are consumers under applicable law (**Service Consumer**).

The information obligation that the Provider may have towards the Service Consumer under applicable law is performed by the Provider towards the Service Consumer by (a) the model Loan and Security Agreement (**Loan and Security Agreement**), and (b) this Information.

By entering into the Loan and Security Agreement, the Service Consumer acknowledges and confirms that they agree to the foregoing informing regime and have duly read and understood such documents prior to entering into the Loan and Security Agreement.

This Information as well as the model wording of the Loan and Security Agreement may change from time to time. Current versions of the Information and the model Loan and Security Agreement are and will be available on the Platform.

1.   Basic information about the Provider

The Service Provider (Provider) is **Firefish Peer Servicing s.r.o.**, a limited liability company incorporated under the laws of the Slovak Republic, with its registered office at Lazovná 20, 974 01 Banská Bystrica, Slovak Republic, ID No.: 56 481 748, registered in the Commercial Register maintained by Okresný súd Banská Bystrica, Section Sro, Insert No. 50102/S; e-mail contact ffps@firefish.io. In matters concerning the Provider the Service Consumer may also contact the Platform.

The Provider is not the operator of the Platform. The latter is Firefish Europe s.r.o., a limited liability company incorporated under the laws of the Slovak Republic, with its registered office at Lazovná 20, 974 01 Banská Bystrica, Slovak Republic, ID No.: 55 912 974, registered in the Commercial Register maintained by Okresný súd Banská Bystrica, Section Sro, Insert No. 47958/S, or such other or further person or persons as may be specified from time to time in the Terms of Service governing the provision of Platform's services.

2.   Subject of the Provider's business

The subject of the Provider's business in connection with the Service is the provision of credit or loans fully secured by collateral from financial sources obtained exclusively without a public call and without a public offer of assets for the purposes of claims assignment.

3.   Supervisory authority

The supervisory authority over the Provider's activities in connection with the Services to the extent provided for by law is the Slovak Trade Inspection Authority with its registered office at Bajkalská 21/A, 82799 Bratislava, Slovak Republic; website www.soi.sk. Organizational unit(s) of the Slovak Trade Inspection, whose contact details can be found on its website, may have the territorial competence to conduct supervision.

4.   Characteristics of the Service provided

The Service consists in the temporary provision of funds in EUR, other currency or virtual asset (even in this case obligation of the Service Consumer is denominated in legal tender currency)

as available from the Provider in return for interest, all under the terms and conditions of the Loan and Security Agreement (**Loan**).

Loan disbursement is conditional upon, inter alia, the provision of Bitcoin security, which shall be used to settle the Loan and, where applicable, default interest, in the event of default on the Loan or in other cases contemplated by the Loan and Security Agreement, to the extent and in the way specified in the Loan and Security Agreement. In general, the Service Consumer's liability for repayment of the Loan shall be limited to the value of Collateral.

Loans are provided only subject to and to the extent of the current availability of financing. The duration/tenor of Loans may vary, but generally ranges from 6 months to 18 months. The Loan has no designated mandatory use (purpose).

Loans can only be applied for through the Platform by selecting the Instant Loan option and entering your preferred basic Loan parameters. The Platform will then show the available Loan by displaying its parameters such as Loan Amount, Loan Provision Date, Maturity Date, Interest Rate and Amount Due. By confirming their interest in a displayed Loan by clicking on the relevant place (button) on the Platform, the Service Consumer is bindingly expressing their will to be bound by and enter into a Loan and Security Agreement in relation to such Loan.

5.   Amount of remuneration for the Service

The amount of Provider's remuneration for the Service shall be governed by the applicable Loan and Security Agreement.

Provider's remuneration shall be the difference between the Loan Amount and the Amount Due, calculated by applying the fixed Interest Rate to the Loan Amount and the Loan term comprising the period from the Loan Provision Date to the Maturity Date. The specific details as mentioned in the preceding sentence with respect to a particular Loan are displayed to the Service Consumer on the Platform prior to entering into a Loan and Security Agreement with respect to such Loan. The interest rates on available Loans may change from time to time, so attention should be paid to the information displayed on the Platform.

The amount of the Provider's remuneration is fixed notably irrespective of any repayment, in whole or in part, of the Amount Due prior to the Maturity Date.

No fees, expenses or taxes are paid by the Service Consumer to third parties or state through the Provider, unless such obligation is imposed on the Provider by applicable legislation or by a binding decision or other act of a court or other public authority.

6.   Taxes and other fees that are not paid through or collected by the Provider

Fees or other charges may be payable to the Platform in connection with Service under the applicable Platform Terms of Service, the current version of which is available on the Platform. Fees or other charges payable to the Platform in respect of a particular Loan are displayed on the Platform prior to entering into a Loan and Security Agreement in respect of such Loan.

Use of Service includes transfers of funds or virtual asset, that the Loan shall be disbursed in, and Bitcoin virtual asset. Fees associated with such transfers, most notably such as any amounts payable to the Payment Service Provider(s) or transaction fees on respective Blockchain, made by the Service Consumer shall be paid and borne by the Service Consumer. Fees associated with Bitcoin collateral movements on the Bitcoin Blockchain in the manner contemplated by the Loan and Security Agreement are deducted directly from such security.

Generally, there may be fees associated with the use of internet Connection payable by the Service Consumer to the provider of that service.

In connection with the Service, for example, if the Loan is settled using the Bitcoin collateral, the Service Consumer may incur tax or other similar obligations. The Provider is not a tax advisor and does not provide tax or other alike professional advice. Public law, notably as tax and levy, obligations generally depend on the individual circumstances of the case and the circumstances of the particular Service Consumer and may change from time to time. The Provider therefore recommends consulting issues relating to the Service with a tax or other professional adviser.

7.   Additional costs associated with the use of means of remote communication

The Provider does not charge any additional costs associated with the use of remote means of communication.

8.   Market risks associated with the use of the Service

The price of Bitcoin depends on market movements and may be highly volatile from time to time. The past price or the past development of the price of Bitcoin is in no way a guarantee of the price or the development of the price of Bitcoin at any time in the future. If there is a defined decline in the value of the collateral at any time prior to the repayment of the Loan, such collateral shall be used for the settlement of Loan in a manner defined in the Loan and Security Agreement, in which case the collateral shall be valuated at its liquidation value as determined pursuant to the Loan and Security Agreement. Settlement of Loan using collateral may also, in certain circumstances, give rise to tax or other similar obligations.

Loan disbursed in a virtual asset is always denominated in legal tender currency as defined in the Loan and Security Agreement. Under certain circumstances as dictated by the Loan and Security Agreement (most notably drop in value of the virtual asset), the Service Consumer is obligated to repay the Loan, instead of in virtual asset as advanced to them, in respective legal tender currency. It is also required from the Service Customer to repay the Loan in virtual asset as received by Loan disbursement even in case the value of such performance by the Service Customer, taking into consideration prevailing market conditions, surpasses the Amount Due denominated in legal tender currency.

The price of virtual asset, that the Loan shall be disbursed in, depends on market movements and may be highly volatile from time to time, not even excluding a possible total loss of the Service Customer's ability to exchange such virtual asset for money or goods and services, for example due to the actual or generally perceived inability of the virtual asset issuer's capacity to fulfill its obligations towards the respective virtual asset holders.

9.   Payment terms and way of performance of the Service

The Provider shall provide the Service on the basis of and subject to the terms and conditions of the Loan and Security Agreement.

The fiat disbursed Loan shall be advanced by wire transfer to the account designated by the Service Consumer on or before the relevant Loan Provision Date. Such Loan shall be repaid by payment of the Amount Due, which includes the Provider's remuneration for the Service, by wire transfer to the Provider's account under the Loan and Security Agreement marked with the designated variable symbol or other similar message on or before the Maturity Date.

The Loan disbursed in virtual asset (stablecoin) shall be advanced by transfer to the address on appropriate Blockchain designated by the Service Consumer on or before the relevant Loan Provision Date. Such Loan shall in general be repaid by a transfer of virtual asset equivalent in amount to the Amount Due, which includes the Provider's remuneration for the Service, to the Provider's address on the respective Blockchain in compliance with the Loan and Security Agreement on or before the Maturity Date. The Loan and security Agreement dictates cases when even such Loan must be repaid by wire transfer of the Amount Due to the Provider's account under the Loan and Security Agreement marked with the designated variable symbol or other similar message on or before the Maturity Date.

10. **Consumer's right of withdrawal**

Under applicable law, service consumer is entitled to withdraw from a contract concluded on distance without payment of a contractual penalty and without giving reason within 14 calendar days from the conclusion of the contract on distance. However, this right does not apply, inter alia, to a contract on distance where the financial service has been performed at the express request of the service consumer before the service consumer has exercised their right of withdrawal from the contract on distance.

The right of withdrawal may be exercised by sending a written notice of withdrawal to the address of the Provider's registered office or to the Provider's e-mail address as stated in clause 1. above. Should the Service Consumer exercise their right of withdrawal from the contract on distance, they shall only be obliged to pay the Provider for the financial service actually provided in accordance with the contract on distance and provided that this financial service started to be provided following the prior consent of the Service Consumer. The payment shall be proportionate to the extent of the financial service provided, shall not be a penalty in nature and shall be made by the Service Consumer without undue delay.

The Provider hereby draws attention to the fact that when consenting to the conclusion of a Loan and Security Agreement on the Platform, the Service Consumer is at the same time requesting the Provider to disburse the Loan and thus perform the financial Service before the expiry of the stipulated period for the Service Consumer to withdraw from the contract on distance (i.e. before the Service Consumer has exercised their right to withdraw from the contract on distance), as a result of which after the performance of the financial service the Service Consumer's right to withdraw from the contract on distance will not apply to such Loan and Security Agreement.

11. **Duration and options for early or unilateral termination of the contract**

Loan and Security Agreement is a one-off contract relating to a specific Loan (it is not a contract for performance to be provided on a continuing or recurring basis) and binds the parties thereto until all rights and obligations created by or relating to the Loan and Security Agreement have been fully discharged.

The Loan and Security Agreement shall automatically terminate if the borrower breaches their obligation to establish the required security within a defined period of time; such failure shall lead to borrower's obligation to pay a contractual penalty in the amount specified in the Loan and Security Agreement. The Loan and Security Agreement shall also automatically terminate if the Bitcoin collateral is returned to the Borrower from the defined Escrow Environment as a result of procedures prescribed in connection with Loan disbursement by the Escrow Rules.

Neither party shall be entitled to an early or unilateral termination of the Loan and Security Agreement. This is without prejudice to the provisions of the Loan and Security Agreement

on Default, which to defined situations, such as a fall of the collateral value below a certain threshold, ascribe legal consequences such as, in particular, the early repayment of Loan or settlement of the Loan and, where applicable, default interest by means of the collateral.

12. <u>State whose laws the Provider is governed by when offering the Service prior to the conclusion of the contract</u>

When offering the Service prior to the conclusion of a contract, Provider shall be governed by the law of the Slovak Republic.

13. <u>Choice of law and jurisdiction</u>

The Loan and Security Agreement and all relations of parties related thereto shall be governed exclusively by the laws of the Czech Republic, without regard to its conflict of laws rules, as agreed in the Loan and Security Agreement.

The Loan and Security Agreement contains an agreement on choice of the exclusive jurisdiction of the courts of the Czech Republic for disputes between parties relating to or connected with the Loan and Security Agreement.

Details, including limits, if any, of the foregoing choice of law and jurisdiction agreements are set out in clause 8.5 of the model Loan and Security Agreement.

14. <u>Language for communication</u>

The Provider shall communicate with the Service Consumer and notify relevant information and data to the Service Consumer in English. The Provider may, from time to time and at its discretion, in particular taking into account the domicile of the Service Consumer, use language other than English for communication.

The Loan and Security Agreement shall be concluded exclusively in the English language and all related documents shall also be executed in the English language.

Access to the Service is subject to the Service Consumer's consent to the use of language as set out in this clause (14.). Notwithstanding anything to the contrary, by applying for a Loan or taking any other action or step aimed at accessing the Service, the Service Consumer shall be deemed to have consented to the use of the language as set out in this clause (14.).

15. <u>Claims and Complaints</u>

Claims and Complaints regarding the Service or its provision may be submitted by the Service Consumer or the person interested in the Service in writing (the form of an e-mail message is sufficient) using the contact details as specified in Clause (1.). The Provider shall assess each claim or complaint thus submitted and notify the result of the assessment within 30 days of its submission or, if the assessment requires provision of documents by the Service Consumer, from their provision.

The Provider shall, to the extent possible, attempt to resolve justified complaints and claims to the satisfaction of the Service Consumer. In the event of a justified complaint or claim, the Service Provider will always proceed at least within the framework of the Service Consumer's rights based on the applicable legislation.

The Service Consumer may choose to resolve disputes concerning or related to the Service under the regulations on alternative dispute resolution for consumer disputes, under which

the Service Consumer shall in particular have the right to (i) apply to the Provider for redress if they are not satisfied with the manner in which the Provider has dealt with their complaint or claim or if they believe that the Provider has violated their rights, and (ii) to submit a motion for the initiation of an alternative dispute resolution to the competent alternative dispute resolution entity (a list of such entities can be found, for example, on the website of the Ministry of Economy of the Slovak Republic) if the Provider has responded to a submitted request for redress in a negative manner or has not responded to it within 30 days from the date of its filing.

16. <u>Guarantee funds or compensation schemes</u>

No mandatory statutory guarantee funds or other similar compensation schemes are applicable to the Service or in connection therewith, nor is the Provider a participant in or otherwise provides any other guarantee funds or similar compensation schemes.

17. <u>Validity of data provided</u>

The data provided through this Information, including information on the price of the Service, shall be valid as of 24.03.2025 and shall remain valid until any future change to this Information through the publication of a revised version of the document on the Platform (effective from such date as shall be specified in the document).