

Additional information on MiCA transfer service

The Provider (as identified below) provides the following pre-contractual information (**Information**) to prospective users of the Provider's service or services on or available through the Firefish platform at www.firefish.io (**Platform**) that consist of or include transfer of crypto-asset service as defined under and regulated by the Regulation (EU) 2023/1114 on Markets in Crypto-Assets (MiCA) (**Service** and **You or Service user**).

The information obligation that the Provider may have towards the Service user under applicable law is performed by the Provider towards the Service user by (a) the Platform Terms of Service (**ToS**), including documents incorporated therein by reference such as template agreements or rules, (b) other data or information displayed on or accessible through the Platform, and (c) this Information.

By entering into the ToS or any other agreements with or including the Provider throughout the use of the Platform, the Service user acknowledges and confirms that they agree to the foregoing informing regime and have duly read and understood all such documents prior to entering into the contractual relationship with the Provider.

This Information as well as ToS and other documents or information referenced above may change from time to time. Current versions of the Information, ToS and other documents or information are and will be available on the Platform.

1. Provider

The Service is provided by Firefish Europe s.r.o. (**Provider**), a limited liability company incorporated under the laws of the Slovak Republic, with its registered office at Na Troskách 22, 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.

2. Communication

You may communicate with the Provider mainly by (i) registered post sent to its office at Na Troskách 22, 974 01 Banská Bystrica, Slovak Republic, or (ii) e-mail sent at hello@firefish.io.

All necessary acts and actions relevant to the provision of Services, such as, most notably, the conclusion of necessary agreements including Your instructions for transfer of crypto-assets (Bitcoin) are carried out through the dedicated web-based app accessible to registered users via the Platform (**Firefish App**).

3. National supervisory authority

The national supervisory authority over the Provider's activities in connection with the Service is National Bank of Slovakia (in Slovak *Národná banka Slovenska*) with its registered offices at Imricha Karvaša 1, 813 25 Bratislava, Slovak Republic; website www.nbs.sk. More information on supervision and contact details can be found on its website.

4. Main characteristics of the Service

The Service only takes place in connection with Your Bitcoin secured loan (as defined in the ToS) and relates to:

- (i) Bitcoin Blockchain transfers of Bitcoin collateral (as defined in the ToS) or part thereof contemplated by the Applicable escrow rules (as defined in the ToS) and, if applicable, Distribution escrow rules (as defined in the ToS) occurring within the framework of

Bitcoin collateral escrow (as defined in the ToS) and, if applicable, Distribution escrow (as defined in the ToS) (**Escrow transfer**);

- (ii) supported stablecoin transfers on a supported Blockchain in case the Provider settles the Consideration (as defined in the ToS) under your Liquidation exchange agreement (as defined in the ToS) in such stablecoin (**Liquidation transfer**).

As regards the Escrow transfer - Service consists of signing and broadcasting Bitcoin transaction or partially signed Bitcoin transaction (PSBT) as dictated by and subject to conditions specified in the applicable Bitcoin secured loan documentation (**Loan documentation**), most notably the Applicable escrow rules, and any other relevant documentation relating to Your Bitcoin secured loan such as, most notably, the ToS and documents incorporated therein by reference (together with Loan documentation - **Service documentation**).

As regards the Liquidation transfer – Service consists of executing a transfer of Consideration to the address and in the amount if and as contemplated in the respective Liquidation exchange agreement (for the avoidance of doubt, when used in connection with the Liquidation transfer, the Liquidation exchange agreement forms part of the term - Service documentation).

5. Description of the form of and procedure for initiating or consenting to a transfer of crypto-assets and withdrawing an instruction or consent, including the specification of the information that has to be provided by the client in order for a transfer of crypto-assets to be properly initiated or executed (including, how to authenticate)

You will be consenting to any Escrow transfer and, if applicable, Liquidation transfer, as dictated by the Service documentation, by the same action in the Firefish App and in the same moment as You will be consenting to Your Loan documentation. No specific or further authentication of transfer is required.

All necessary information in order for Escrow transfer to be properly initiated or executed will be provided by You or Your Bitcoin secured loan counterparty prior to (e.g. Firefish account settings) or in course of Your Bitcoin secured loan setup via the Firefish App.

All necessary information in order for Liquidation transfer to be properly initiated or executed, most notably Your registered stablecoin address, will be provided by You as guided by and via the Firefish App.

Your consent to a transfer of crypto-assets as dictated by the Service documentation may not be withdrawn.

6. Conditions under which Provider may reject an instruction to carry out a transfer of crypto-assets

Transfer of crypto-assets You have consented to may be rejected in case of factual or legal impossibility, including due to restriction or a ban set out by law (including KYC/AML/CTF laws and Provider own rules, processes and policies implementing or otherwise connected with such laws) or a decision of the public authority, which are binding upon the Provider, or in other cases stipulated in the Service documentation (e.g. where Bitcoin Blockchain fees associated with a transfer are not covered, mainly by the Bitcoin collateral).

In addition, please note that even the Stablecoin disbursed loans (as defined in the ToS) may be, in the Provider's discretion, liquidated in fiat (legal tender) money and, therefore, no Liquidation transfer shall occur.

6. Procedure(s) established by the Provider to determine the time of receipt of an instruction or consent to a transfer of crypto-assets and any cut-off time established by the Provider

Your consent to a transfer of crypto-assets as dictated by the Service documentation shall be considered received by the Provider at the same moment it is made through the Firefish App.

However:

- (i) the Escrow transfer as dictated by the Service documentation shall only be initiated (by way of signing and broadcasting respective Bitcoin transaction or partially signed transaction (PSBT)) in case and after the conditions for such transfer as laid down in the Service documentation (e.g. confirmation on loan repayment made by the lender for initiating tx_repayment) are met;
- (ii) the Liquidation transfer as dictated by the Service documentation shall only be executed in case and after the conditions for such transfer as laid down in the Service documentation, most notably the Liquidation exchange agreement (e.g. Your Bitcoin secured loan is settled by the Bitcion collateral) are met.

Provider does not apply a procedural cut-off time (set time on business days) for processing the transfers.

Escrow transfer transactions will be initiated (i.e. signed and broadcasted) without undue delay, in general no later than in 3 business days, after the condition(s) therefor are duly established by the Provider in a way stipulated in the Service documentation, mainly the Applicable escrow rules.

Liquidation transfers shall be executed in a same timeframe as the Consideration under Your Liquidation exchange agreement becomes due.

7. Supported distributed ledger technology (DLT) network for the transfer

Provider only processes Escrow transfers directly on Bitcoin Blockchain.

Provider only executes Liquidation transfers on a DLT network, which is designated or permitted for loan disbursement and repayment under Your Loan and security agreement (as defined in the ToS), i.e. currently only Ethereum network is supported for USDC transfers.

8. Maximum execution time for the transfer

No Escrow transfer shall be initiated (signed and broadcasted) later than in 7 business days following the condition(s) therefor are duly established by the Provider in a way stipulated in the Service documentation, mainly the Applicable escrow rules.

No Liquidation transfer shall be executed later than in 7 business days following the Consideration under Your Liquidation exchange agreement becomes due.

Please note that all transfers, even though duly initiated or executed by the Provider, still have to be processed (mined or otherwise verified) on the respective DLT network, which may take certain time and lies beyond the Provider's control. Generally, transfers with adequate fees on Bitcoin Blockchain may take up to an hour and on the Ethereum network up to few minutes.

9. Reasonably estimated time or number of block confirmations needed for the transfer to be irreversible on the DLT network or considered sufficiently irreversible in case of probabilistic settlement

Bitcoin transactions finality is probabilistic, growing stronger with each new block added to the Bitcoin Blockchain. Generally, a Bitcoin transfer is considered secure / sufficiently irreversible after receiving approximately 6 block confirmations.

Finality of transactions on the Ethereum network is mostly considered probabilistic (concept of economic probability), while a transaction is considered sufficiently irreversible after it's included in a finalized block. Finalization on Ethereum occurs after a block is confirmed by at least 2/3 of the validators, which typically takes around two epochs, or approximately 12.8 minutes.

10. All charges, fees or commissions payable by the Service user in relation to the Service

All Platform services in connection with an individual Bitcoin secured loan are charged jointly as described in the ToS (including Fee Schedule incorporated therein). No separate fee or other form of remuneration is charged for or otherwise in relation to the Service.

Please note that an applicable amount of Bitcoin Blockchain network fees is payable with each Escrow transaction. Such amount shall generally be deducted directly from Your Bitcoin Collateral.

Gas fees charged through the respective network in connection with Liquidation transaction will be covered by the Provider.

11. Means of communication, including basic information about the technical requirements for the Service user's equipment and for the transmission of information or notifications related to the Service

All formal information or notifications related to the Service are generally transmitted through the Firefish App.

You will need a suitable device (such as a smartphone or PC) with a reasonably updated system and web browser in order to access the Firefish App and for it to function properly.

12. Manner in, and frequency with which, information related to the Service is to be provided or made available

All formal information or notifications related to the Service are provided through the Firefish App, generally in an ongoing basis. Some information, data or documents may be provided by other means or made available only on an on-demand basis (i.e. Service user has to apply for such information or document generally through the Firefish App interface for it to be made available).

13. Language

The Platform language is English. Platform operator may, from time to time and at its discretion, translate any part of the Platform or Firefish App interface into another language and make such translated version available to You (You may however at any time choose the English version or different language translation through Your Firefish App settings). Any such translation shall only be for Your convenience and the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

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

All of the Service documentation shall be concluded exclusively in the English language and all related documents shall also be executed in the English language.

14. Secure procedure for notification of the Service user by the Provider in the event of suspected or actual fraud or security threats

Any suspected or actual security threats will be in general communicated to the Service user via the Firefish App.

Should the Provider deem necessary or advisable to use another form of notification, it may, instead of or parallel to the Firefish App, use another means, such as an e-mail from an address on firefish.io domain (xxx@firefish.io) marked with "IMPORTANT" or "ATTENTION" or a similar header.

15. Means and time period within which the Service user is to notify the Provider of any unauthorized or incorrectly initiated or executed transfers of crypto-assets, the Provider's liability, including maximum amount thereof, for unauthorized or incorrectly initiated or executed transfers

You shall notify the Provider of any unauthorized or incorrectly initiated or executed transfers of crypto-assets promptly, in no case later than (i) prior to the transfer execution as regards the unauthorized or otherwise unconsented to transfers, or (ii) 2 months following the transfer execution as regards the incorrectly initiated or executed transfers.

Notification shall be made in writing and delivered to Provider's office at Na Troskách 22, 974 01 Banská Bystrica, Slovak Republic, or via e-mail to complaints@firefish.io. In urgent cases, You may use any available means of communication (including customer support through Firefish App); however, we may require your notification be complemented by means according to the first sentence of this paragraph promptly thereafter.

The Provider's liability for any unauthorized or incorrectly initiated or executed transfers of crypto-assets, including limitations thereof, is governed by the Service documentation, most notably Chapter 19. of ToS, and applicable law.

16. Right of the Service user to terminate the agreement on the provision of Services and the modalities to do so

The agreement on the provision of Services contained in the Service documentation is a one-off contract relating to an individual Bitcoin secured loan (it is not a contract for performance to be provided on a continuing or recurring basis) and binds the Service user until all rights and obligations created by or relating to such agreement have been fully discharged with no option for the Service user to terminate it (at will) prematurely.

You may discontinue using the Platform or terminate the ToS at any time. Such discontinuation or any other termination of the ToS shall be of a prospective nature and have no effect on any outstanding agreement on the provision of Services contained in the Service documentation.

17. Validity of data provided

The data provided through this Information, including information on the price of the Service, shall be valid as of 02.01.2026 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).