

# INFORMATION FOR THE FINANCIAL CONSUMER

## Product "Auto Invest" | Firefish Peer Servicing s.r.o.

### 1. INTRODUCTION

This information (hereinafter the "**Information**") constitutes the pre-contractual information that the Provider (identified below) provides to the Consumer – a natural person not acting within the scope of their business activity or profession (hereinafter the "**Consumer**" or the "**investor**") – prior to the conclusion of the Framework Agreement on the Assignment of Claims concluded at a distance in connection with the "Auto Invest" product through the platform available at **www.firefish.io** (hereinafter the "**Platform**" and the "**Service**").

This Information is provided pursuant to § 3 of Act No. 311/2025 Coll. on consumer protection in financial services provided at a distance and amending certain acts (hereinafter "**Act No. 311/2025 Coll.**"). The Provider's information duty towards the Consumer is fulfilled by means of (a) the template Framework Agreement on the Assignment of Claims (hereinafter the "**Framework Agreement**") available [here](#) and (b) this Information.

By concluding the Framework Agreement the Consumer confirms that they have acquainted themselves with and understood the above documents prior to the conclusion of the Framework Agreement. This Information, as well as the template wording of the Framework Agreement, may change from time to time; the current versions are and will be available on the Platform.

This Information is intended for consumers – natural persons. If the Framework Agreement is concluded by a person acting within the scope of their business activity (an entrepreneur), such person is not a consumer and Act No. 311/2025 Coll. does not apply to such relationship.

### 2. BASIC INFORMATION ABOUT THE PROVIDER

The Provider of the Service (hereinafter the "**Provider**"; in the Framework Agreement referred to as the "Assignor") is the company **Firefish Peer Servicing s.r.o.**, 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.: 56 481 748, registered in the Commercial Register of the District Court Banská Bystrica, Section Sro, Insert No. 50102/S.

The Provider's principal business activity in connection with the Service is the sale of claims arising from loans or credits granted by it that are fully covered by collateral.

The Provider is not the operator of the Platform. The operator of the Platform is the company Firefish Europe s.r.o., with its registered office at Na Troskách 22, 974 01 Banská Bystrica, Slovak Republic, ID No.: 55 912 974, registered in the Commercial Register of the District Court Banská Bystrica, Section Sro, Insert No. 47958/S, or such other person as may from time to time be designated in the Platform's Terms of Service.

### 3. CONTACT DETAILS OF THE PROVIDER

Postal address: Na Troskách 22, 974 01 Banská Bystrica, Slovak Republic.

E-mail address: [autoinvest@firefish.io](mailto:autoinvest@firefish.io).

Telephone number: +421 908 626 312, available on business days from 8:00 to 16:00 CET.

In matters concerning the Provider, the Consumer may also contact the Platform, whose support is provided via live chat in the application or at the e-mail address [hello@firefish.io](mailto:hello@firefish.io).

A complaint about the Service, a grievance or another submission may be filed by the Consumer at the Provider's postal address stated above or at the e-mail address [autoinvest@firefish.io](mailto:autoinvest@firefish.io).

#### 4. SUPERVISORY AUTHORITY

The authority supervising the Provider's activity in connection with the Services, to the extent laid down by law, is the **Slovak Trade Inspection (Slovenská obchodná inšpekcia)**, with its registered office at Bajkalská 21/A, 827 99 Bratislava, Slovak Republic; website at [www.soi.sk](http://www.soi.sk). Supervision may be exercised by one of the organisational units of the Slovak Trade Inspection, whose contact details can be found on the website of the Slovak Trade Inspection.

#### 5. DESCRIPTION OF THE MAIN CHARACTERISTICS OF THE SERVICE PROVIDED

The Service consists in the investor investing, through their acquisition for consideration from the Provider, in claims arising from loans secured by bitcoin collateral, which the Provider grants to borrowers under the "Instant Loan" product option on the Platform. The investor need not itself directly interact with the Platform or with the borrowers.

Under the Framework Agreement, the investor, through the "Auto Invest" feature or another similar user journey available on the Platform, submits to the Provider an Order in which it specifies the Key parameters – acceptable loan tenors (for example 3, 6, 9, 12 or 18 months), the interest rate and the loan currency (for example EUR, CZK, CHF, PLN, USD/USDC or USD/USDT, whereby USDC and USDT are crypto-assets – electronic money tokens, hereinafter "EMT"), as well as the total order amount (from which, in accordance with the Framework Agreement, the total Committed sum is determined by deducting the Markup). The Order is perfected only upon payment of the Advance in the amount of the total order amount and, once paid, it is binding and irrevocable.

On the basis of the paid Advance, the Provider, within the Firefish Instant product, makes available on the Platform the option to grant, and grants, individual loans to borrowers corresponding to the parameters of the Order. Upon the moment of granting (origination) of each loan, the corresponding claim is automatically assigned to the investor for a Price. The Provider subsequently services the assigned claims in its own name and passes on to the investor the amounts corresponding to the loan repayments received, including any performance received from the liquidator upon repayment of the loan by collateral. In the event of the Provider's default, in particular its insolvency, the investor is entitled to take the steps necessary for the assignment to be notified to the borrowers and to become effective against them.

The investor's return on investment arises from the difference between the amount due under the loans (principal and interest), which after assignment belongs to the investor, and the Price that the investor pays for the assigned claims. The return is not guaranteed and depends on the proper

settlement of the loans in accordance with the applicable contractual terms and on the other risks set out in Section 9 of this Information.

Under the Framework Agreement, the Consumer acquires specific, individually identifiable claims arising from loans and the related security and other rights. The Consumer's claim against the Provider is a claim for the assignment (delivery) of the claims, and not a claim for the return of funds by the Provider. The subject matter of the Framework Agreement is not a right to the return of a deposit or of other repayable funds, savings, a share in a mutual fund or in another collective investment undertaking, or the custody of the Consumer's funds by the Provider. In connection with this service, the Provider does not provide the Consumer with individualised investment advice or any other investment service.

## 6. TOTAL PRICE OF THE SERVICE

In connection with the Service, the Provider applies a Markup (surcharge), which forms part of the Price for the assignment of each claim. The Price is calculated according to the formula: Price = Notional amount + Markup, whereby the Markup is calculated according to the formula:

**Markup (in the loan currency) = Notional amount × 0.005 × (loan tenor in days / 365)**

The Markup thus corresponds to 0.5% p.a. of the loan principal (Notional amount). Since the exact total price cannot be determined in advance (it depends on the principal and tenor of the individual loans), the Provider, in accordance with § 3(1)(h) of Act No. 311/2025 Coll., states the basis for its calculation. The specific price for the assignment of the individual claims is notified to the investor in the confirmation of their assignment (Confirmation).

The Advance does not bear interest; the investor is not entitled to any interest or other consideration on the Advance regardless of whether and when the Advance was used. If, after the Order has been fulfilled, part of the Advance remains unused, the Provider will return it to the investor generally no later than within 10 banking days of the confirmation of assignment (Confirmation).

The sale price (Markup, surcharge) is not determined on the basis of automated decision-making, including profiling of a specific consumer or group of consumers.

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

The Consumer is obliged to pay a payment other than the total price of the Service only if they have expressly consented to it prior to the conclusion of the contract. The Provider does not use default options that would require an act of the Consumer aimed at rejecting them in order to avoid paying additional costs.

## 7. CONSEQUENCES OF LATE OR NON-PAYMENT

If the Consumer does not pay the Advance, the Order is not deemed perfected and has no legal effects; the Provider is not obliged to take it into account. If, for any reason, the Price of the assigned claims is not fully settled against the paid Advance, the Consumer is obliged to pay the missing amount without undue delay upon the Provider's request. The Framework Agreement does not stipulate any default interest or other contractual penalty against the Consumer for late payment.

## **8. TAXES AND FEES NOT PAID THROUGH THE PROVIDER**

The Consumer does not pay the Provider any fees, expenses or taxes for the benefit of third parties or the state, unless such obligation is imposed on the Provider by applicable law or by a binding decision or other act of a court or another public authority.

Use of the Service involves transfers of funds and crypto-assets, in particular payment of the Advance (by transfer of EMT, or by bank transfer of funds) and receipt of the amounts passed on to the investor. Fees associated with such transfers made by the Consumer, such as in particular any amounts payable to the payment service provider(s) or transaction or other fees in the relevant Blockchain network, are paid and borne by the Consumer.

The use of an internet connection may generally involve fees payable to the relevant service provider by the Consumer.

In connection with the Service, in particular in connection with the investment returns, the Consumer may incur tax or other similar obligations. The Provider is not a tax advisor and does not provide tax or other professional advice. Public-law obligations, such as in particular tax and levy obligations, generally depend on the individual circumstances of the case and on the situation of the particular Consumer and may change from time to time. The Provider therefore recommends consulting matters related to the Service with a tax or other professional advisor.

## **9. WARNING OF THE RISKS ASSOCIATED WITH THE SERVICE**

The Consumer acquires the assigned claims and other contractual or other rights with the content as follows from the relevant contractual documentation for the "Instant Loan" credit product. It is therefore expected, and the Consumer confirms this in particular by submitting an Order, that they have thoroughly acquainted themselves with such documentation made available (including the relevant contract templates).

The return on investment depends on the proper settlement of the loans by repayment (credit risk) or otherwise in accordance with the applicable contractual terms. The Provider does not guarantee the fulfilment of any assigned claim or any part thereof; the claims are assigned in the state in which they are ("as is").

Satisfaction upon a borrower's default depends in particular on the availability and value of the bitcoin collateral of the relevant loan, and on the ability of the designated liquidator to perform the relevant Liquidation agreement as defined in the Framework Agreement.

The price of Bitcoin depends on market movements and may from time to time be highly volatile. The past price or 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. A sudden total loss of the value of Bitcoin cannot be excluded either. The availability of the bitcoin collateral of the relevant loan may be adversely affected, for example, by the Platform's failure to fulfil the conditions (Collateral Escrow), by other security incidents or otherwise. The proper performance of the Liquidation agreement by the relevant counterparty is not guaranteed (credit risk; counterparty risk).

In general, all risks associated with the assigned claims, including the risk of loss, disappearance or unauthorised appropriation of the bitcoin collateral, are borne solely by the Consumer.

The assignment of the claims is not notified to the borrowers and is not effective against them; performance is therefore received by the Provider in its own name and subsequently passed on to the Consumer. This entails the risk of the Provider's insolvency or other default, as well as the fact that neither the Advance nor the amounts received are held by the Provider as the Consumer's property in custody. The claims are designed to be serviced and enforced within the Platform's ecosystem.

Once the Advance has been paid, the Order is binding and irrevocable. The Consumer may not unilaterally transfer the assigned claims or dispose of them without the Provider's consent, and there is generally no market on which the Consumer could monetise the assigned claims before maturity, which gives rise to the risk of limited liquidity and the impossibility of early termination.

The subject matter of the Framework Agreement is not specifically regulated beyond general civil law, and it is not subject to any special protective rules or public compensation schemes, such as deposit protection schemes or investor protection schemes applicable to banks or investment firms.

## **10. PAYMENT TERMS AND MANNER OF PERFORMANCE OF THE SERVICE**

The Advance is paid generally no later than within 5 banking days of the submission of the Order, namely (i) by an irrevocable transfer of EMT from the investor's wallet to the wallet designated by the Provider, if the loan currency is "USD/USDC" or "USD/USDT", or (ii) by bank transfer to the account designated by the Provider in other cases. Set-off or other forms of netting are not permitted without the Provider's consent.

The assignment of each claim occurs automatically upon the moment of origination of the relevant loan; the Price is settled against the paid Advance. The Provider confirms the assignments to the investor by sending confirmations (Confirmation), generally without undue delay after the relevant Order has been fulfilled. The amounts corresponding to the repayments received are passed on by the Provider to the investor generally no later than within 7 banking days of the irrevocable receipt of the relevant payment or of the occurrence of another event contemplated by the Framework Agreement, namely by transfer to the relevant account of the investor or by transfer to the relevant wallet of the investor, in the currency in which they were received.

## **11. THE CONSUMER'S RIGHT OF WITHDRAWAL**

Under applicable law, the Consumer is entitled to withdraw from the contract concluded at a distance without penalty and without giving any reason within **14 calendar days from the day of conclusion of the Framework Agreement**; if the information for the Consumer under § 3 of Act No. 311/2025 Coll. and the contractual terms were delivered to the Consumer only after the day of conclusion of the distance contract, the period runs from the day of their delivery.

The right of withdrawal applies to the Framework Agreement; if the Service was provided on the basis of the framework agreement, the right of withdrawal does not apply to the succession of related operations carried out at the Consumer's express request (i.e. it does not apply to the individual Orders and to operations such as the assignment of claims carried out on their basis). The

Provider hereby notifies the Consumer that withdrawal from the Framework Agreement takes effect prospectively — it terminates the cooperation under the Framework Agreement and the possibility of submitting further Orders, and at the same time it cancels the Orders or parts thereof which, as at the effectiveness of the withdrawal, had not yet been fulfilled (on the basis of which, in particular, there had not yet been an assignment of claims); the Provider will return to the Consumer the unused Advance corresponding to the cancelled part.

**Procedure for exercising the right of withdrawal.** The right of withdrawal may be exercised:

- a) by using the special function for cancelling the contract through the online interface of the Platform;
- b) by e-mail to the Provider's e-mail address [autoinvest@firefish.io](mailto:autoinvest@firefish.io); or
- c) by sending a written notice of withdrawal to the Provider's registered office.

The withdrawal period is deemed observed if the Consumer sent the notice of withdrawal to the Provider no later than on the last day of the period, in paper form or on another durable medium available to the Provider.

## **12. MINIMUM DURATION OF THE CONTRACT**

The Framework Agreement is concluded for an indefinite period. No minimum duration of its validity is set and either Party may terminate it under the conditions set out in Section 13 of this Information.

## **13. EARLY AND UNILATERAL TERMINATION OF THE CONTRACT AND RELATED PENALTIES**

Either Party has the right to terminate the Framework Agreement at any time **by written notice with immediate effect**. Termination takes effect prospectively and does not affect Orders submitted before its effectiveness, assignments that have arisen or will arise on the basis of such Orders, or provisions that by their nature should survive.

If the Provider's default occurs (in particular its insolvency) and such default persists, the Consumer has the right to terminate the Framework Agreement with immediate effect; in such case only the Orders (and the claims assigned on their basis) that had already been fulfilled before the effectiveness of the termination remain preserved, whereas the not-yet-fulfilled part of the Orders is cancelled and the Provider will return to the Consumer the unused Advance corresponding to the cancelled part.

Termination of the Framework Agreement as such does not entail any contractual penalties. The investor, however, acknowledges that an Order submitted on the basis of the Framework Agreement before its cancellation is, once the Advance has been paid, binding and irrevocable; this is without prejudice to the Consumer's right of withdrawal from the Framework Agreement under Section 11 or to the effects of termination upon the Provider's default under this Section.

## **14. GOVERNING LAW WHEN OFFERING THE SERVICE PRIOR TO THE CONCLUSION OF THE CONTRACT**

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

## **15. GOVERNING LAW AND JURISDICTION**

The Framework Agreement, each Order and each assignment agreement, as well as all relationships arising from or related to them, are governed by the law of the Slovak Republic irrespective of its conflict-of-law rules. Disputes relating to or connected with the Framework Agreement, any Order or any assignment agreement (including related legal relationships, claims for unjust enrichment, claims for damages and disputes over validity, interpretation or termination) shall be submitted exclusively to the courts of the Slovak Republic; the Provider, however, always has the right to bring proceedings also before the court having jurisdiction according to the domicile or registered office of the other contracting party.

## **16. LANGUAGE OF COMMUNICATION**

The Provider will communicate with the Consumer and provide it with the relevant information and data in the English language. The Provider may, from time to time and at its discretion, in particular having regard to the Consumer's domicile, also use a language other than English for communication, such as Slovak or Czech.

The Framework Agreement is concluded exclusively in the English language, and all related documents are also drawn up in the English language.

Access to the Service is conditional upon the Consumer's consent to the use of the language as set out in this Section (16.). Notwithstanding anything else, the Consumer is deemed, by concluding the Framework Agreement, submitting an Order or by any other act or step aimed at obtaining access to the Service, to express their consent to the use of the language as set out in this Section (16.).

## **17. HANDLING OF COMPLAINTS AND GRIEVANCES AND OUT-OF-COURT DISPUTE RESOLUTION**

Complaints and grievances relating to the Service or its provision may be filed by the Consumer or a prospective user of the Service in writing (an e-mail message suffices) using the contact details set out in Section 3. The Provider will assess each complaint or grievance so filed and notify the outcome of its assessment no later than 30 days from its filing or, where documents to be provided by the Consumer are required for the assessment, from the provision of such documents.

Disputes between the Consumer and the Provider, including disputes relating to the Services, may also be resolved out of court through the alternative resolution of consumer disputes. If the Consumer is dissatisfied with the manner in which their complaint was handled or believes that the Provider has infringed their rights, the Consumer has the right to approach the Provider with a request for redress; if the Provider responded to the request for redress in the negative or failed to respond to it within 30 days from the day it was sent, the Consumer is entitled to submit a proposal to initiate alternative dispute resolution to the competent alternative dispute resolution entity (a list of such entities is available on the website of the Ministry of Economy of the Slovak Republic). This is without prejudice to the Consumer's right to turn to the Slovak Trade Inspection (Slovenská obchodná inšpekcia) as the supervisory authority (Section 3) or to pursue their claims in court.

## **18. GUARANTEE FUNDS AND COMPENSATION SCHEMES**

Neither the Service nor anything in connection with it is subject to any mandatory statutory guarantee funds or other similar compensation schemes (including deposit protection or investor protection schemes); the Provider is not a participant in any such fund or scheme and does not otherwise provide any such funds or schemes.

**19. ADDITIONAL INFORMATION**

Prior to the conclusion of the contract, the Provider will, upon request and free of charge, provide the Consumer with adequate explanations concerning the proposed contract so that the Consumer can assess whether the contract corresponds to their needs and financial situation, including an explanation of the main characteristics of the Service and its specific consequences for the Consumer, including the consequences of non-payment or default.

**20. LIMITATIONS AND PERIOD OF VALIDITY OF THE INFORMATION PROVIDED**

The data provided through this Information, including the data on the price of the Service, are valid as of **13.10.2026** and remain valid until a possible future change of this Information through the publication of a new version of the document on the Platform (effective as of the day stated in such document).