

INFORMATION FOR THE FINANCIAL CONSUMER

Product "Instant Loan" | 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**") – prior to the conclusion of the Loan and Security Agreement as a distance contract in connection with the "Instant Loan" 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 Loan and Security Agreement (hereinafter the "**Loan and Security Agreement**") and (b) this Information.

By concluding the Loan and Security Agreement the Consumer confirms that they have acquainted themselves with and understood the above documents prior to the conclusion of the Loan and Security Agreement. This Information, as well as the template wording of the Loan and Security 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 Loan and Security 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 Loan and Security Agreement referred to as the "Lender") 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 granting of loans or credits fully covered by collateral from funds obtained exclusively without any public call and without any public offer of asset values, for the purpose of selling the claims.

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: ffps@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.

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 ffps@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. 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 temporary provision of funds in EUR, another currency or in a crypto-asset (even in such case the Consumer's obligation is expressed in a monetary currency), as available from the Provider, in exchange for interest, under the terms of the Loan and Security Agreement (hereinafter the "**Loan**").

The provision of the Loan is conditional, among other things, upon the provision of bitcoin (BTC) security (collateral), which, upon non-repayment of the Loan or in other cases contemplated by the Loan and Security Agreement, is used to the extent and in the manner determined by the Loan and Security Agreement to settle the Loan and, where applicable, default interest as well. In general, the Consumer's liability for the repayment of the Loan is limited to the value of the collateral.

Loans are provided only subject to and to the extent of the currently available financing. The duration (maturity) of the Loans may vary; it is generally in the range of 3 to 24 months. The Loan has no mandatory designated purpose of use.

A Loan may be applied for exclusively through the Platform after selecting the "Instant Loan" option or another similar user journey on the Platform and entering the preferred basic parameters of the Loan. The Platform then displays to the user the available Loan with parameters such as, in particular, the amount of the Loan, the maturity date, the interest rate and the total amount due (Amount Due). By confirming interest in the displayed Loan by clicking on the relevant place (button) on the Platform, the Consumer bindingly expresses their will to be bound and to conclude, in relation to such Loan, the Loan and Security Agreement.

6. TOTAL PRICE OF THE SERVICE

The amount of the Provider's remuneration for the Service is governed by the relevant Loan and Security Agreement. The Provider's remuneration is the difference between the Loan Amount and the amount due (Amount Due), calculated by applying the fixed interest rate (Interest rate) to the

amount of the Loan granted (Loan Amount) for the period from the Loan Provision Date to its maturity date (Maturity Date).

The specific parameters referred to in the preceding sentence in respect of a particular Loan (the amount of the Loan, the interest rate, the duration, the amount due) are displayed to the Consumer on the Platform prior to the conclusion of the Loan and Security Agreement, thereby enabling the Consumer to verify the total price. The interest rates of the available Loans may change from time to time, and it is therefore necessary to pay attention to the data displayed on the Platform.

The amount of the Provider's remuneration is fixed regardless of any early repayment of the amount due, whether full or partial, before the maturity date.

No fees, expenses or taxes intended for third parties or the state are paid by the Consumer 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 another public authority.

The sale price (the parameters of the Loan, including the interest rate) displayed to the Consumer on the Platform **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 fails to pay the amount due (Amount Due) properly and on time, the consequences set out in the Loan and Security Agreement ensue. The Provider is in particular entitled to charge default interest and to use the bitcoin collateral to settle the amount due (Amount Due) and any default interest; for this purpose the collateral is valued at its liquidation value determined under the Loan and Security Agreement.

The Consumer's liability for the repayment of the Loan is limited to the value of the collateral; apart from the collateral, the Provider generally has no further personal claim against the Consumer for payment of any difference. Settlement of the Loan by means of the collateral may in certain circumstances give rise to a tax or other similar obligation of the Consumer.

8. TAXES AND OTHER FEES NOT PAID THROUGH THE PROVIDER OR NOT COLLECTED BY IT

In connection with the Service, the Consumer may incur obligations to pay taxes and fees that are not paid through the Provider or collected by it. 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 specifically imposed on the Provider by applicable law or by a binding decision or other act of a court or another public authority.

In connection with the Service, fees or other payments may be payable for the benefit of the Platform under the Platform's applicable Terms of Service, the current version of which is available on the Platform. Fees or other payments for the benefit of the Platform in connection with a particular Loan are displayed on the Platform prior to the conclusion of the Loan and Security Agreement in respect of such Loan.

Use of the Service involves transfers of funds or of the crypto-asset in which the Loan is to be disbursed, and of the crypto-asset Bitcoin. 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. Fees associated with movements of the collateral in the Bitcoin Blockchain network in the manner contemplated by the Loan and Security Agreement are paid directly from that collateral.

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

In connection with the Service, for example if the Loan is settled by means of the collateral, 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 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 (past returns are not a guarantee of future returns). If a defined decrease in the value of the collateral occurs at any time before repayment of the Loan, such collateral will be used to settle the Loan in the manner defined by the Loan and Security Agreement, whereby the collateral is in such case valued at its liquidation value determined under the Loan and Security Agreement. Settlement of the Loan by means of the collateral may also, in certain circumstances, give rise to tax or other similar obligations.

A Loan disbursed in a crypto-asset is always denominated in the monetary currency defined by the Loan and Security Agreement. In certain circumstances contemplated by the Loan and Security Agreement (such as, in particular, a collapse in the value of the crypto-asset concerned), the Consumer may be obliged to repay the Loan, instead of in the crypto-asset in which it was disbursed, in the relevant monetary currency. The Consumer is also required to repay a Loan disbursed in a crypto-asset in such crypto-asset even where the value of the performance thus provided by the Consumer, having regard to market conditions, exceeds the amount owed under the Loan expressed in the monetary currency.

The price of the crypto-asset in which the loan is to be disbursed depends on market movements and may from time to time be highly volatile, and a total loss of the Consumer's ability to exchange the relevant crypto-asset for money or for goods and services cannot be excluded either, for example due to the loss of, or doubts about, the ability of the issuer of the crypto-asset to meet its obligations towards the holders of that crypto-asset.

10. PAYMENT TERMS AND MANNER OF PERFORMANCE OF THE SERVICE

The Provider will provide the Service on the basis of the concluded Loan and Security Agreement and under the terms following from it.

A Loan disbursed in fiat currency (Fiat disbursed loan) is effected through the Consumer's payment account (hereinafter the "Embedded account") maintained by the payment service provider – the electronic money institution PAYMONT, UAB, with its registered office in the Republic of Lithuania, supervised by Lietuvos bankas (hereinafter "Payment"), on the basis of a separate contract concluded directly between the Consumer and Payment. Payment instructions relating to the Embedded account are given by the Consumer directly to Payment; neither the Provider nor the operator of the Platform holds the Consumer's funds and, in relation to these payments, they perform only a technical role. The amount of the Loan disbursed in fiat currency is provided to the Consumer by non-cash transfer to their Embedded account no later than by the relevant Loan Provision Date. The Consumer may withdraw funds from the Embedded account by transfer to their external account (External account) and likewise tops up their Embedded account by transfer from their external account (External account). Such a Loan must be repaid by confirming, on the Platform, the repayment of the total amount due (Amount Due), which also includes the Provider's remuneration for the Service, no later than by the maturity date (Maturity Date), whereby the Consumer authorises Payment to debit this total amount due (Amount Due) from their Embedded account and transfer it for the benefit of the relevant account determined under the Loan and Security Agreement.

A Loan disbursed in a crypto-asset (Stablecoin disbursed loan) is provided by transfer of the crypto-asset for the benefit of an address on the relevant Blockchain network designated by the Consumer no later than by the relevant Loan Provision Date. Such a Loan generally must be repaid by transfer of the total value of crypto-assets due (Amount Due), which also includes the Provider's remuneration for the Service, for the benefit of the Provider's address on the relevant Blockchain network under the Loan and Security Agreement no later than by the maturity date (Maturity Date). The Loan and Security Agreement dictates the cases in which such a Loan too must be repaid, instead of by transfer of crypto-assets, by payment of the total monetary amount due (Amount Due), which also includes the Provider's remuneration for the Service, namely by non-cash transfer for the benefit of the account determined under the Loan and Security Agreement with the designated variable symbol or another similar identifier no later than by the maturity date (Maturity Date).

11. THE CONSUMER'S RIGHT OF WITHDRAWAL

The Loan and Security Agreement becomes effective upon the provision (disbursement) of the Loan by the Provider. Until the Loan is provided (disbursed), the Consumer has the option not to proceed with, or to cancel, the process of locking the bitcoin security into the Collateral Escrow in the user interface of the Platform. If the bitcoin security is not provided, the Loan cannot subsequently be provided to the Consumer either, and the Loan and Security Agreement will not become effective, or will lapse without further action on the terms agreed therein.

Under applicable law, the Consumer is entitled to withdraw from the distance contract without penalty and without giving any reason within **14 calendar days from the day of conclusion of the Loan and Security 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.

However, **this right does not apply**, among other things, to a distance contract where the financial service has been provided at the Consumer's express request before the Consumer exercised their right of withdrawal from the distance contract, nor to the extent that it concerns a financial service the price of which depends on movements in the financial market which the Provider cannot influence and which may occur during the withdrawal period, including, for example, where it concerns operations with crypto-assets.

The Provider also hereby notifies that, by expressing consent to the conclusion of the relevant Loan and Security Agreement on the Platform, the Consumer at the same time and in any event requests the Provider to provide (disburse) the Loan, that is, to provide the financial Service before the expiry of the Consumer's period for withdrawal from the distance contract, and the right of withdrawal ceases to apply to such Loan and Security Agreement from the moment of the provision (disbursement) of the Loan.

If relevant, the right of withdrawal may be exercised:

- a) by using the special function for withdrawing from the contract through the online interface of the Platform;
- b) by e-mail to the Provider's e-mail address ffps@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 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 continuous or repeated basis) and binds its parties until the complete settlement of all rights and obligations established by or related to the Loan and Security Agreement.

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

The Loan and Security Agreement terminates automatically if the Consumer (borrower) breaches the obligation to establish the required security within the specified period. The Loan and Security Agreement also terminates automatically if the Bitcoin constituting the security is, under the procedures prescribed in connection with the provision of the Loan by the escrow rules, returned from the defined escrow environment (Escrow environment) to the borrower.

Neither party is entitled to early or unilateral termination of the Loan and Security Agreement. This is without prejudice to the provisions of the Loan and Security Agreement regarding Default, which associate defined situations, such as for example a decrease in the value of the collateral below a specified threshold, with consequences such as, in particular, the early maturity of the Loan or the settlement of the Loan and, where applicable, of default interest by means of the collateral.

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 Loan and Security Agreement and all relationships of the parties related to it are governed exclusively by the law of the Czech Republic, irrespective of its conflict-of-law rules, as agreed in the Loan and Security Agreement. The Loan and Security Agreement contains an agreement on the exclusive jurisdiction of the courts of the Czech Republic for disputes between the parties relating to or connected with the Loan and Security Agreement. Details, including any limitations of the stated choice-of-law and jurisdiction agreements, are set out in the relevant provision of the template Loan and Security Agreement.

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.

The Loan and Security 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 submitting an application for a Loan 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; the Provider is not a participant in any guarantee fund or similar compensation 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 **01.10.2026** 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).