

Pre-contractual information in relation to distance contracts and off-premises contracts for financial services (as at 31.12.2021)

In the case of off-premises contracts and of distance contracts for financial services the financial institution is obliged to inform the consumer in accordance with the stipulations of art. 246b EGBGB in good time before the conclusion of the contract.

CM-Equity AG (hereinafter referred to as "**CME**" or "financial institution") provides the customer with the following information in connection with distance contracts for financial services which are offered via the app provided by Vivid Invest GmbH in order to fulfill its information obligations pursuant to article 246b sec. 2 para. 1 in connection with article 246b sec. 1 para. 1 EGBGB (Section I). In addition, the customer receives the revocation instruction (Section II).

Section I

General information on the financial institution

1. Identity of the financial institution

CM-Equity AG ("**CME**") is a German stock corporation (Aktiengesellschaft) with its statutory seat in Munich and is registered with the Commercial Register of the local court (Amtsgericht) of Munich under registration number HRB 143533.

2. Main business activity of the financial institution

CME is a financial institution licensed (inter alia) for the provision of investment brokerage according to § 2 sec. 2 no. 3 WpIG and proprietary trading according to § 2 sec. 2 no. 10 WpIG. The essential characteristics of the investment services offered via the app operated by Vivid Invest GmbH can be found in the information presented under item 6.

3. Competent supervisory authority

CME is supervised by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht), Graurheindorfer Str. 108, 53117 Bonn, and Marie-Curie-Str. 24-28, 60439 Frankfurt am Main (internet: www.bafin.de) and the German Federal Bank (Deutsche

Bundesbank), Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main (internet: <https://bundesbank.de>).

4. Summonable address (*ladungsfähige Anschrift*) and information on communication

CM-Equity AG
Kaufingerstraße 20
80331 München
Tel.: +49 (0) 89 18904740
Fax: +49 (0) 89 189047499
E-Mail: info@cm-equity.de
Website: www.cm-equity.de
CEO: Michael Kott

5. Tied Agent Notice

Vivid Invest GmbH offers the brokerage of transactions for the acquisition and sale of so-called fractional shares, fractional coins and fractional precious metals in accordance with § 2 section 2 no. 3 of the WpIG (Wertpapierinstitutsgesetz) exclusively under the liability and for the account of CM-Equity AG ("CME"). Vivid Invest GmbH is recorded as "tied agent" of CME within the meaning of § 3 sec. 2 WpIG in the register, which is kept by the German Federal Financial Supervisory Authority ("BaFin"). The register can be accessed under www.bafin.de.

Contact:

Vivid Invest GmbH
Kemperplatz 1
10785 Berlin, Germany
E-Mail: support.invest@vivid.money
Website: vivid.money
Managing Directors: Alexander Emeshev, Alexey Lovchikov

Information on the contract and its performance

6. Key characteristics of the financial services

CME issues fractional shares, fractional coins and fractional precious metals (together the "Financial Instruments"). These Financial Instruments are OTC derivatives with actual stocks,

exchange traded products (ETPs), precious metals or crypto assets as underlying. This means that the performance of fractional shares, fractional coins and fractional precious metals is bound to the performance of the underlying financial instrument or (crypto) asset. The value of the CME issued Financial Instruments reflect the actual appreciation or depreciation of the underlying. The issued Financial Instruments mirror the economic value of the underlying. However, the issued Financial Instruments do not pass along any shareholder rights such as voting rights that may be attached to the underlying.

Brokerage services with regard to the issued Financial Instruments are exclusively offered by Vivid Invest GmbH acting as tied agent according to § 3 sec. 2 WpIG of CME and is operating a brokerage platform via its mobile app.

7. Information on how the contract is concluded

The customer may place orders to buy or sell Financial Instruments issued by CME via the app operated by Vivid Invest GmbH. The offer is defined by the amount, the price and the individual product and may be dependent on specified market developments. By confirming an order via the App, your offer is binding. Orders may only be cancelled insofar as they have not been filled. Any cancellation is to be construed as a revocation of the offer. CME is not obliged to accept the offer. CME declares the acceptance of your offer insofar as the order is filled accordingly.

8. Total price of the investment service including all price components

The conclusion of the contract with CME does not result in any ongoing costs for the customer.

When placing orders, the client may incur costs depending on the specific instrument.

The Key Information Documents per individual underlying will indicate the specific product costs applying per issued Financial Instrument.

For more details regarding the relevant fees and costs of trading specific Financial Instruments, please see the [Vivid Services, Products, Costs & Risks Document](#) from CME/Vivid Invest.

9. Information on taxation

CME is generally not liable for the tax liability of its users. We recommend seeking professional tax advice. Any amount redeemed shall be generally considered to be the gross amount. Insofar as CME is legally obliged to withhold and pay taxes, especially capital gains tax (e.g. for customers resident in the Federal Republic of Germany), the corresponding tax will be withheld and transferred to the competent tax authority. The amounts paid out in this respect are to be understood as net amounts.

10. Additional costs (if applicable) which are not invoiced by the financial institution

Additional costs may be incurred, in particular on part of Vivid Money (e.g. for Prime Membership). The list of prices and services of Vivid Money applies.

11. Risk disclosure

The services provided by CME with regards to the purchase and sale of financial instruments are subject to specific risks and its price is subject to fluctuations on the financial/investment market over which CME has no influence. You may lose parts or all of Your initial investment. Past earnings are no indicator for future earnings. Please also carefully read the Risk Disclosure as provided for additional risks involved in the financial instruments.

12. Price quotes

CME will provide so-called quotes. A quote is an indicative offer for the purchase or sale of financial instruments from CME. A quote is not an offer for the purchase or sale of financial instruments by CME.

13. Details regarding payment and performance

Fractional shares, fractional coins and fractional precious metals can be purchased with funds that have been previously deposited in a linked current account with Solarisbank AG. CME may, at its own discretion, also provide for payment by credit card or other payment methods. In this case, the payment will be processed by third party service providers. Special conditions are applicable.

If consideration, fees, or costs become due and payable, the client authorizes CME to deduct these from the funds of the respective account. The amount of the fees and charges can be found in the schedule of prices and services.

Withdrawals or payouts shall be made exclusively to current accounts with Solarisbank AG in the name of the customer, unless exceptional circumstances determine otherwise. Customers will receive a payment confirmation and settlement notice of their order via the app.

On part of CME, the contract is fulfilled by the fact that the respective buy or sell order has been executed and the execution has been displayed to the customer on the app operated by Vivid Invest GmbH. See also item 7.

14. Cancellation policy

Upon opening up an account with CME, users have a right of revocation. Please refer to the revocation instruction set out in the Annex for details.

Users do not have a right of revocation for individual orders. These are orders for the purchase and sale of financial instruments whose price depends on fluctuations on the financial market, over which CME has no influence and which may occur within the revocation period.

15. Contractual termination conditions and (if applicable) contractual penalties

CME reserves the right to limit or terminate its services at any time and without giving reasons. This is especially valid if CME has reason to believe that the security of user accounts is not guaranteed, if there is a suspicion of money laundering, in case of technical failures or maintenance work. In particular, CME may suspend users account without notice if:

- CME has reasonable grounds to believe that users make any material misrepresentation to CME and in particular in relation to age, residency and identity.
- CME has reasonable grounds to believe that users are in breach of any material provision of these terms.
- CME has reason to believe that there has been or may be a breach of laws or regulations.
- CME has not received within seven (7) working days of a request any material document or information CME has reasonably requested in writing from you in relation to the opening and/or operation of information. In addition, CME may from time to time ask you to provide reasonable up to date evidence; our right of suspension also applies if information so requested is not received within 10 days of our written request. CME may block your account from trading immediately when reasonably information is requested. CME reserves the right to block the account until requested information is received and verified.

If CME terminates or suspends user accounts, users will not be able to place any order. However, users will be able to close their positions. CME will generally not close any of the users' open positions for them or on their behalf. Users may stop using the platform and delete the user account at any time and without giving reasons.

16. Governing law and place of jurisdiction

The establishment of relations with the consumer prior to the conclusion of the contract, the contract as well as the entire business relationship are governed by the laws of the Federal Republic of Germany.

17. The languages in which the contract and the pre-contractual information will be concluded, as well as the languages in which communication with customers will be conducted during the term of this contract

The contract and this pre-contractual information are concluded in the German language. The English translation is for information purposes. Communication with customers during the contract term is conducted in German, English, French, Spanish or Italian. This depends on the respective country.

18. Extrajudicial dispute resolution

The German Association of Independent Asset Managers (Verband unabhängiger Vermögensverwalter Deutschland e.V. – VuV) has set up an arbitration board for Alternative Dispute Resolution. The function of the VuV ombudsman's office is to settle disputes between consumers and VuV members in connection with financial services transactions in an out-of-court arbitration procedure.

CME is a VuV member and therefore affiliated to this arbitration board. This means that, if a consumer complaint cannot be resolved by the parties directly, the consumer may refer the case to the arbitration board. The arbitration procedure is free of charge for the applicant.

The address of the VuV ombudsman's office is: VuV-Ombudsstelle, Stresemannallee 30, 60596 Frankfurt am Main, Germany.

For further information on the VuV ombudsman's office, please visit <http://vuv-ombudsstelle.de/>. In addition, the European Commission has set up a platform for Online Dispute Resolution (ODR platform) at <https://ec.europa.eu/consumers/odr>. Consumers can use this ODR platform for the out-of-court settlement of disputes resulting from online contracts with companies founded in the EU.

19. Compensation fund

CME is a member of the EdW. If an investment firm is no longer able to meet its liabilities from securities transactions with its customers and BaFin has determined that there is a case for compensation, EdW pays a compensation. For these claims, the protection is limited to 90% of the investor's claim from securities transactions denominated in Euro against CME, up to a maximum of EUR 20,000 per investor. **Important:** this does not apply to Investments in Crypto Assets (Fractional Coins).

20. Automatic exchange of information on Church Tax

We are legally required to inform you about the upcoming exchange of information on Church Tax. For members of a tax-collecting religious community, we automatically transfer Church Tax on top of the so-called Withholding Tax to the tax office. This only applies if your investment income exceeds the savers' allowance (€801 for singles, €1,602 for jointly assessed couples) or if

you have not submitted an exemption order. The Church Tax rate in Baden-Württemberg and Bavaria is 8 percent and in the other federal states 9 percent, which is collected as a surcharge on the 25 percent Capital Gains Tax. Capital gains as part of your income were previously subject to Church Tax, so it is not a new tax.

In order to be able to deduct Church Tax, we are legally required to enquire about your religious affiliation in the form of an encrypted identifier at the Federal Central Tax Office. The so-called Church Tax Deduction Feature (Kirchensteuerabzugsmerkmal – KiStAM) provides information about your membership of a tax-collecting religious community and the applicable Church Tax rate. The enquiry takes place once a year between 1 September and 31 October.

Your advantage: Your Church Tax liability for capital gains is fully covered. No further information is required in your tax return.

If you do not want the Federal Central Tax Office to transmit your Church Tax data in encrypted form, you can object to the transmission of the data by 30 June of every year. Please address your objection directly to the Federal Central Tax Office. The official form, “Erklärung zum Sperrvermerk“ (Blocking Notice Declaration), is available at www.formulare-bfinv.de under the keyword “Kirchensteuer“ (Church Tax). Upon successful submission, the Federal Central Tax Office will block the transmission of your Church Tax Deduction Feature. If you have already objected to the data being transmitted, you do not need to file your objection again. Your objection remains valid until it is revoked. In the event of an objection, we will not pay any church tax on your behalf and the Federal Central Tax Office will report your objection to your tax office, which will then ask you to submit a tax return for the collection of Church Tax on Withholding Tax.

Legal basis for this procedure: Art. 51a para. 2c, 2e German Income Tax Act (Einkommensteuergesetz); Church Tax laws of the federal states.

Section II

Right of revocation

Section 1

Right of revocation

You may **revoke** your contractual declaration **within 14 days without stating reasons by means of a clear declaration**. The period begins after conclusion of the contract and after you **have received** the contractual provisions, including the General Terms and Conditions, as well as **all the information listed below under Section 2** on a durable medium (e.g. letter, fax, e-mail). **To meet the cancellation deadline, it is sufficient to send the cancellation in good time** if the declaration is made on a durable data medium. The revocation is to be addressed to:

CM-Equity AG
Kaufingerstraße 20
80331 Munich
fax: +49 (0)89 1890474-99
email: info@cm-equity.de

Section 2

Information required for the start of the revocation period

The information referred to in the second sentence of Section 1 shall include the following:

1. the identity of the financial institution; the public business register in which the legal entity is registered, and the associated register number or equivalent identifier shall also be provided;
2. the main business activity of the financial institution and the supervisory authority responsible for its authorization;
3. the business entity's address for service and any other address relevant to the business relationship between the business entity and the consumer; in the case of legal entities, associations of persons or groups of persons, also the name of the person authorized to represent the entity;
4. the essential characteristics of the financial service as well as information on how the contract comes into being;
5. the total price of the financial service, including all related price components, as well as all taxes paid via the financial institution or, if no exact price can be stated, its basis of calculation, which enables the consumer to check the price;

6. additional costs, if any, as well as an indication of possible further taxes or costs that are not paid through or charged by the financial institution;
7. an indication that the financial service relates to financial instruments which, because of their specific characteristics or the operations to be carried out, are subject to specific risks or whose price is subject to fluctuations in the financial market over which the financial institution has no control, and that returns generated in the past are not indicative of future returns;
8. details regarding payment and fulfilment;
9. the existence or non-existence of a revocation right, as well as the conditions and details of exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount that the consumer must pay for the service provided in the event of revocation, insofar as the consumer is obliged to pay compensation for lost value (underlying provision: Section 357a of the German Civil Code);
10. the contractual terms of termination, including any contractual penalties;
11. the Member States of the European Union whose law the financial institution uses as a basis for establishing relations with the consumer prior to the conclusion of the contract;
12. a contractual clause on the law applicable to the contract or on the competent court;
13. the languages in which the contractual terms and conditions and the prior information referred to in this revocation notice will be communicated, as well as the languages in which the financial institution undertakes to communicate, with the consumer's consent, during the term of this contract;
14. the indication whether the consumer can use an out-of-court complaint and redress procedure to which the financial institution is subject and, if so, its access requirements.

Section 3

Consequences of revocation

In the event of an effective revocation, **the services received by both parties shall be returned**. You shall be obligated to **pay compensation** for the value of the service rendered up to the time of revocation if you were informed of this legal consequence prior to submitting your contractual declaration and have expressly agreed that the execution of the consideration could be started before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you must fulfil the contractual payment

obligations for the period until the revocation. **Your right of revocation shall expire prematurely if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. Obligations to refund payments must be fulfilled within 30 days.** The period begins for you with the dispatch of your revocation declaration, for us with its receipt.

End of the revocation instruction