

Client Information according to Art. 246b German Introductory Act to the German Civil Code ("EGBGB")

1. Identity

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.

Contact:

CM-Equity AG

Kaufingerstraße 20

80331 München

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Fax: +49 (0) 89 189047499

E-Mail: info@cm-equity.de

Website: www.cm-equity.de

Managing Director: Michael Kott

2. Main Activity

CME is a financial institution and investment firm 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.

3. Tied Agent Notice

Vivid Invest offers the brokerage of transactions for the acquisition and sale of financial instruments 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 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 Director: Alexander Emeshev, Alexey Lovchikov

4. Key characteristics of the financial services

CME issues fractional shares, fractional coins and fractional 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 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.

5. Conclusion of contract

The user of the mobile app 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.

6. Fees and costs

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.

7. 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, 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.

8. 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.

9. 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.

10. Payment

Fractional shares 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 user 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.

11. 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.

12. Term and termination

The agreement has no specific term. 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.

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.

13. Governing law and jurisdiction

The contract is governed by the laws of the Federal Republic of Germany.

14. 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.

15. 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) and Precious Metals (Fractional Metals).

16. 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.



Right of revocation

Right of revocation: You may revoke your contractual declaration to conclude the financial services contract between you and CM-Equity AG without stating reasons by means of a clear declaration. The period begins upon receipt of this instruction on a durable data carrier, but not before the conclusion of the contract and not before we have fulfilled our duty to inform in accordance with Article 246b § 2 para. 1 in conjunction with Article 246b § 1 para. 1 of the Introductory Act to the German Civil Code (EGBGB). The timely dispatch of the revocation suffices to comply with the revocation period if the declaration is made on a durable data carrier (e.g. letter, fax, e-mail). The revocation is to be addressed to:

CM-Equity AG
Kaufingerstraße 20
80331 München
Fax: +49 (0) 89 189047499
E-Mail: info@cm-equity.de

Consequences of withdrawal: In the event of an effective revocation, the services received by both parties must be returned. You are 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 before submitting your contractual declaration and have expressly agreed that we will begin with the execution of the consideration before the end of the revocation period. If there is an obligation to pay compensation for lost value, this may mean that you will still have to fulfil the contractual payment obligations for the period until the revocation. Your right of revocation expires prematurely if the contract is 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. For you, the period begins with the dispatch of your revocation declaration, for us with its receipt.

Special Note: Upon revocation of the financial services agreement, you will also no longer be bound by any contract related to this agreement if the related contract concerns a service provided