



Vivid Invest Client Agreement

Introduction

Vivid Invest GmbH ("**Vivid Invest**" and "**We**") offers investment brokerage to its clients via a mobile application ("**Vivid Invest App**"). We act as a tied agent of CM-Equity AG ("**CME**").

Additional information can be found on www.vivid.money ("**Vivid Web**").

This is the client agreement ("**Client Agreement**") for the provision of investment brokerage between Vivid Invest and you ("**client**" or "**You**"). This document contains mandatory information We need to provide to You by law (in particular under art. 246b § 2 para. 1 in connection with art. 246b § 1 para. 1 German Introductory Act to the German Civil Code ("**EGBGB**") and securities trading law).

1. General information about Vivid Invest

1.1 Identity of Vivid Invest

Vivid Invest GmbH is a German private limited liability company (*Gesellschaft mit beschränkter Haftung*) with statutory seat in Berlin and is registered with the Commercial Register of the local court (*Amtsgericht*) of Berlin Charlottenburg under docket number HRB 219565 B.

The contact details of Vivid Invest are:

Vivid Invest GmbH
Karl-Marx-Straße 97-99
12043 Berlin, Germany

E-Mail: support.invest@vivid.money
Website: vivid.money

1.2 Main activity of Vivid Invest and tied agent notice

Vivid Invest offers the brokerage of transactions on the purchase and sale of financial instruments in accordance with § 1 section 1a sentence 2 no. 1 of the German Banking Act ("**KWG**") exclusively for the account and under the liability of CM-Equity AG ("**CME**"). Vivid Invest is recorded as a "tied agent" of CME within the meaning of § 2 section 10 of the KWG in the register which is kept by the German Federal Financial Supervisory Authority ("**BaFin**"). The register can be accessed under www.bafin.de.

Notice according to § 25e sentence 1 of the KWG

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Publication date: 28.12.20. v.1.0.*

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 docket number HRB 143533.

CME is a financial institution and investment firm licensed (inter alia) for the provision of investment brokerage according to § 1 section 1a sentence 2 no. 1 of the KWG and supervised by BaFin, Marie-Curie-Strasse 24-28, 60439 Frankfurt and Graurheindorfer Strasse 108, 53117 Bonn and Deutsche Bundesbank, Wilhelm-Epstein-Strasse 14, 60431 Frankfurt.

CME is a member of the German Compensatory Fund of Securities Trading Companies (*Entschädigungseinrichtung der Wertpapierhandelsunternehmen (EdW)*), Markgrafenstrasse 45, 10117 Berlin.

The contact details of CME are:

CM-Equity AG
Kaufingerstraße 20
80331 München, Germany

Tel.: +49 (0) 89 18904740
Fax: +49 (0) 89 189047499
E-Mail: info@cm-equity.de

1.3 Provision of services via Vivid Invest App

Vivid Invest provides

- investment brokerage as a tied agent of CME and
 - a mobile application for the provision of the investment brokerage ("**Vivid Invest App**")
- (together the "**Vivid Invest Services**").

The Vivid Invest App is a technically and regulatory independent mobile app offered and operated by Vivid Invest which can be seamlessly accessed through the Vivid App provided by Vivid Money GmbH ("**Vivid Money**").

For further information please see the Vivid Invest Special Terms and Conditions App ("**Vivid Invest STC-App**").

1.4 Advice-free business; no tax and legal advice

Vivid Invest provides investment brokerage as advice-free business (*beratungsfreies Geschäft*). This means that Vivid Invest does not provide any investment advice to You.

Further, Vivid Invest will not provide any tax or legal advice with regard to Your investment.

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2. Language of contract and means of communication

This Client Agreement and all further documents referred to herein are provided to You and concluded in French. All communication between Vivid Invest and You will be in French.

You can contact Vivid Invest

- via E-Mail (support.invest@vivid.money),
- in writing under the postal address mentioned above, or
- the chat function provided in the Vivid App (as defined in section 4.3 below) ("**Chat Function**").

However, You can only instruct Vivid Invest to transmit Your orders in financial instruments via the Vivid Invest App, save for in emergency cases where an instruction of Vivid Invest to transmit Your orders may also possible via telephone.

For information on how Vivid Invest communicates with You and provides mandatory information see section 18. below.

3. One agreement

This Client Agreement, together with

- the Vivid Invest Special Terms and Conditions App,
- the Vivid Invest Privacy Notice,
- the CME/Vivid Invest Complaints Procedure
- the CME/Vivid Invest Conflicts of Interest and
- the CME/Vivid Invest Services, Products, Costs and Risks Document

constitute the framework agreement under which Vivid Invest provides all its services to You.

The Vivid Invest STC-App and this Client Agreement constitute one agreement. Any reference to the Client Agreement herein shall include the Vivid Invest STC-App (where appropriate) and the provisions therein as well. In case of conflict between the provisions of this Client Agreement and the other Vivid Invest documents mentioned above, the provisions of the Client Agreement shall prevail and take precedence over such documents.

Terms in this Client Agreement shall have the meaning as defined herein.

4. Additional agreements with partners

4.1 CME

Vivid Invest provides investment services as a tied agent of CME. Additionally, CME and You enter into separate agreements. These can be accessed via Vivid Web (www.vivid.money), and via the Vivid Invest App.

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4.2 Vivid Money GmbH and Solarisbank AG

The offer of Vivid Invest on the brokerage of transactions on the purchase and sale of financial instruments is independent from the offer of

- bank account access services,
- debit card access services and
- multi-currency brokerage services (as a tied agent of Solarisbank AG according to § 2 (10) KWG)

provided by Vivid Money GmbH ("**Vivid Money**") in cooperation with Solarisbank AG ("**Solarisbank**"). However, these services are independent and separated from any service offered by Vivid Invest or CME. Vivid Invest and Vivid Money are two separate legal entities.

Agreements between You and Vivid Money and Solarisbank apply in addition to the agreements between You and Vivid Invest (please see: <https://vivid.money/en-fr/legal-documents/> and <https://www.solarisbank.com/en/customer-information/>).

4.3 Vivid App and Vivid Invest App

Please note that Vivid Invest App is accessible through the Vivid App and that the Vivid App contains information regarding Vivid Invest App (e.g. client profile, security guidelines, FAQ, chat function).. You can find ancillary information on the services of Vivid Invest and Vivid Money on the Vivid Web (www.vivid.money) for. The Vivid Web is provided by Vivid Money. It contains information regarding Vivid Invest and its services. For more information regarding the Vivid Invest App please see the Vivid Invest STC-App.

5. Acting for Your own account and risk; Your investment responsibility

You confirm that You

- only act for Your own account and risk and
- enter into this Vivid Invest Client Agreement in Your own name and not as an agent for or for the account of a third party.

Please be aware that it is Your responsibility to study the provided information and to stay informed on events and developments related to the financial instruments You invest in.

When something is not clear to You, Vivid Invest strongly discourages You from investing and urges You to contact Vivid Invest via the Chat Function or email (support.invest@vivid.money) to obtain clarification prior to investing.

6. Starting with Vivid Invest

6.1 Prerequisites: Registration with Vivid Money and bank account with Solarisbank

You can only start the onboarding process for Vivid Invest's services (see below) once You have

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- successfully completed the registration for bank account access services provided by Vivid Money;
- and opened up a bank account with Solarisbank;

via the Vivid App. For information on how to do this please see the legal documents provided by Vivid Money and Solarisbank (<https://vivid.money/en-eu/legal-documents/> and <https://www.solarisbank.com/en/customer-information/>).

6.2 Onboarding with Vivid Invest and CME

As part of the access to the services provided by Vivid Invest,

- CME will perform a background check (*know-your-customer and AML check* (together "**KYC Check**")) on You; and
- CME will perform an appropriateness check ("**Appropriateness Check**").

These checks are regulatory and internal requirements to make sure Vivid Invest and CME can accept You as a client. You must provide all data to enable us to complete these checks. In case You do not submit this information, You will unfortunately not be able to use our services.

6.2.1 KYC Check

For verifying your identity, CME and Vivid Invest are pulling identification data You shared with Solarisbank. You **consent** that Solarisbank and CME are exchanging such information. You may be asked to provide further information. If the KYC Check shows obstacles You will be contacted by Vivid Invest and you may not be able to use the Vivid Invest Services.

6.2.2 Appropriateness Check

You will further be asked to provide information on Your knowledge and experience in the investment in specific financial instruments and investment services. We require such information to be able to assess the appropriateness of the financial instruments for You.

Vivid Invest will notify You explicitly of a potential lack of appropriateness. Depending on the outcome, You may be blocked from using the investment brokerage service or may, after respective warning, only continue upon Your explicit confirmation. In such a case You confirm that You are aware of and accept that You might encounter risks and potential losses for Your own account from the decision to invest despite the warning issued to You. For more details regarding risks, refer to the [Vivid Services, Products, Costs & Risks Document](#).

6.2.3 Client Classification

We will classify You as a retail client by default. Based on rules and regulations, investors need to be classified as either retail client, professional client or eligible counterparty.

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This classification is primarily relevant for the extent of the duty of care that Vivid Invest has towards You. As a retail client You will receive the highest level of investor protection. We do not provide investment brokerage to professional clients.

6.2.4 Information on how the contract on the Vivid Invest Services and the contract with CME are concluded

You provide Your offers to

- Vivid Invest for using Vivid Invest Services and
- CME for using the additional services provided by CME (as defined in the Terms of Use for the Purchase and Sale of OTC Instruments of CME)

by clicking on the "**Accept**" button in the Vivid Invest App ("Brokerage & disclosures" section). You thereby confirm that You read and accept all displayed documents and their content.

Vivid Invest, acting as a messenger, will transmit Your offer to CME and a possible acceptance by CME to You.

When Vivid Invest and CME accept Your offers, the Vivid Invest App will show You a screen confirming that the agreements between You and Vivid Invest and CME on the Vivid Invest Services and the CME Terms of Use for the Purchase and Sale of OTC Instruments have been concluded.

7. Opening Your Investment Pocket

Once You have successfully completed the onboarding with Vivid Invest and CME You will be automatically directed to the investment section of the Vivid Invest App. There, You will be able to open Your investment pocket ("**Investment Pocket**"). This Investment Pocket is a medium that displays the financial instruments You currently hold with CME and Your investment history on Your acquisitions and purchases of financial instruments.

Please note that the Investment Pocket is not a securities account/deposit. It is also different from Your Vivid Money account and the pockets ("**VM Pocket**") provided in the Vivid App. Your VM Pocket is operated by Vivid Money and is connected to Your bank account held by Solarisbank.

However, Your Investment Pocket and the VM Pocket you have with Vivid Money are technically connected in order to trigger payments for financial instruments or receive redemptions from the sale of financial instruments. Your Investment Pocket will be held in the same name as the VM Pocket. Via the Vivid App and the Vivid Invest App You have continuous insight into the balance of both, Your VM Pocket and Your Investment Pocket.

8. Trading via the Vivid Invest App

In order to be able to trade You need to have sufficient funds on a Vivid Money account (as shown in Your VM Pocket).

8.1 Submitting orders

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You can submit orders for all financial instruments displayed in the Investment Pocket by selecting a displayed financial instrument.

For each "buy" or "sell" order You intend to submit You will receive a quote within the Vivid Invest App. The quote is indicative only. Quotes for buying and selling in relation to an individual financial instrument may differ (so-called "spread").

Once You have clicked on the "buy" or "sell" button for a specific financial instrument, you will be provided with the details of the transaction. If you confirm these, Your order will be considered "submitted".

Please note that once an order is submitted by You, neither You nor Vivid Invest will be able to cancel the order, unless in unforeseen events.

Vivid Invest will transmit Your order as a messenger to CME and has herewith fulfilled its respective duty under this agreement with You.

Please be aware that We will not transmit any orders if We note that You are undertaking any fraudulent behavior or suspected market abuse, manipulation of the Vivid Invest App or the order execution system, or abusing any latency that might exist in the Vivid Invest App.

8.2 Execution and settlement of orders

CME will be Your counterparty for each trade and responsible for the execution. Vivid Invest does not assume any liability for order execution by CME.

CME will execute Your order over-the-counter (**OTC**) This means Your orders are not executed on a regulated market, multilateral trading facility or organised trading facility.

Prior to the execution of Your order, CME is obliged to check the fairness of the price proposed to You, by gathering market data used in the estimate of the price of such product and, where possible, by comparing with similar or comparable products.

Please note that orders can only be executed during indicated market hours for the underlying instruments, and only on indicated business days. An up-to-date overview can be found in the FAQ section of the Vivid Web and in the Vivid Invest App.

You will receive a confirmation of every order executed for You in Your Investment Pocket. There, You are also able to generate overviews of all Your executed orders. Please note that You must check any confirmation and overviews provided by Vivid Invest on completeness and correctness.

Any payment claims and payables from buying and selling financial instruments will be settled in Your Vivid Money account. The consideration for buy orders will be paid by You from Your Vivid Money account in Euro. If any underlying instrument is denominated in a different currency, the order execution will include a currency exchange fee. The exchange fee will be presented as part of the order. By hitting the Buy or Sell button You agree to the necessary currency exchange and the fees involved (FX fees).

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Following execution of an order the balance of both, Your VM Pocket and Your Investment Pocket, will be updated accordingly.

8.3 Liquidation of positions

You can liquidate, by selling all, Your positions Yourself via the Vivid Invest App or Your positions in Your portfolio will be liquidated following Your termination of the business relationship with Vivid Invest. For details how You can terminate the business relationship with Vivid Invest please see below in section 22.

For details on Your Investment Account please refer to the CME (<https://cm-equity.de/en/>). Your Investment Account and any data with regard to Your Investment Account is accessible via the Vivid Invest App. Please note that it is not possible to transfer any financial instruments You hold with third parties to Your investment Account.

9. Product approval process and target market

All financial instruments brokered by Vivid Invest have previously undergone a product approval process at CME. Further, CME has determined the target market for the financial instruments.

10. Information on the financial instruments

You can submit orders for fractional shares only. Fractional shares are derivative contracts whose performance is linked to the price development of a specific share or exchange-traded fund ("ETF") as underlying. Fractional shares enable You to indirectly invest in the underlying stocks or ETFs while not needing to purchase whole shares. However, when You buy a fractional share, You will not acquire any ownership right, voting right or other title in the underlying instrument. Fractional shares only reflect the economic value of the underlying instrument.

You cannot transfer fractional shares to persons other than CME (by selling them to CME). Please note that neither Vivid Invest nor CME will provide any credit line to You.

The maximum amount of losses linked to a fractional share is never more than 100% of Your investment (plus costs). However, You have to assess for Yourself if these products are right for You and You fully understand the characteristics and the risks of fractional shares before You start trading.

Please take notice of the [Vivid Invest Services, Products, Costs & Risks Document](#) and the [Key Information Document on Fractional Shares](#) for detailed information.

11. Risk notice

The investment brokerage provided by Vivid Invest relates to the purchase and sale of financial instruments which, due to their specific characteristics or the transactions to be carried out, are subject to specific risks and whose price is subject to fluctuations on the financial/investment market over which Vivid Invest has no influence. Past earnings are no indicator for future earnings. **You may lose parts or all of Your initial investment.** Detailed information on the above can be found in the Vivid Services, Products, Costs & Risk Document which can be accessed [here](#).

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12. Client assets

Vivid Invest is not entitled to obtain possession or ownership of client assets.

CME is a member of the EdW. The EdW pays a compensation if an investment firm is no longer in a position to meet its liabilities from securities transactions with its clients and the BaFin has determined that there is a case for 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.

13. Reports

CME will provide You with

- ex-ante and (annual) ex-post information about all costs and charges related to Your financial instruments,
- quarterly statements and
- trade reports for all of Your orders submitted via the Vivid Invest App.

These reports will be provided to You via the Vivid Invest App.

14. Costs and charges

The amount of costs and charges for the services provided by Vivid Invest and CME and the products is set out in the Services, Products, Costs and Risks Document which is available at <https://vivid.money/en-fr/legal-documents/>.

Vivid Invest will not charge You any costs for using Vivid Invest App or contacting Vivid Invest by means of distance communication (e.g. E-Mail and Chat Function). The conditions of Your telecommunications provider apply.

Apart from the above, taxes can apply. Vivid Invest does not pay any taxes on behalf of You. You should be aware that gains arising from OTC instruments transactions may be subject to income tax. Where permitted by law, clients will receive gross amounts. However, in some jurisdictions, CME may be obliged by law to withhold capital gains tax. In this case, any redemption amount will be the net amount.

15. Information on inducements

If Vivid Invest or CME identifies any inducements, such inducements will be assessed according to the client's best interest test for monetary/non-monetary benefits and will be disclosed to You.

16. Information on payments

You can pay any costs and charges directly through the Vivid Invest App. Any amount due will be transferred from Your Vivid Money account.

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17. Information on conflicts of interest

You can find information on how Vivid Invest and CME deal with conflicts of interest in the Conflicts of Interest Policy of CME and Vivid Invest which is available at <https://vivid.money/en-fr/legal-documents/>.

18. Communications

18.1 Provision of information in electronic form and Your consent

Communications between Vivid Invest and You in relation with the Vivid Invest Services and the Vivid Invest App will be in electronic form, unless a notification in paper form is mandatorily required by law.

Under "documents" in the Investment Pocket, You can find

- the trade confirmations,
- quarterly statements and annual cost reports.

Further, You can download ex-ante cost reports via the "share" button in the Vivid Invest App.

You **consent** that

- contractual documents,
- other personal documents and
- information that need to be provided to clients by Vivid Invest in a durable medium by law

will be provided to You electronically by placing them in the Investment Pocket of the Vivid Invest App. You can view and download documents provided in the Investment Pocket during the term of this Client Agreement. Neither Vivid Invest nor CME will make any subsequent changes to documents already posted in the Investment Pocket.

The above does however not affect Your right to request Vivid Invest at any time, until the deletion or destruction of recorded electronic communications required by law, to provide You client with a copy of the recorded electronic communications under applicable law as set out in section 19 below.

18.2 Additional means of communication

Notwithstanding section 18.1 Vivid Invest shall always be entitled to offer additional means of communication to the client.

18.3 Requesting paper form

In the case of information that must be made available You in a durable medium by law, You can inform Vivid Invest at any time by letter (address: Vivid Invest GmbH, Karl-Marx-Straße 97-99, 12043 Berlin (Germany) or e-mail (support.invest@vivid.money) that You wish to receive this information in paper form instead of in the Investment Pocket. If You make use of this option, Vivid Invest will send

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You each document to be provided in a durable medium in paper form to the postal address You provided to Vivid Invest.

18.4 Provision of information via website and Your consent

You **consent** that information which is not addressed to You personally and which can legally be provided via a website may be made available to You via Vivid Web.

19. Recording of telephone conversations and electronic communications

Vivid Invest is legally obligated to record all electronic communications and telephone conversations which might lead to the conclusion of a business transaction with financial instruments or to the placement of a client order and you **consent** to this recording. Vivid Invest does not accept or transmit any orders via telephone save for in emergency cases.

Vivid Invest will keep the records of electronic communications for a period of five years, upon instruction of the BaFin for a period of seven years. Afterwards, Vivid Invest will delete or destroy them.

You can request Vivid Invest at any time until the deletion or destruction to provide You a copy of the recorded electronic communications.

If You do not agree with the recording You can object the recording by sending an e-mail to support.invest@vivid.money. In such case, Vivid Invest will however not be able to provide investment brokerage to You.

20. Amendments to the Client Agreement and the Services, Products, Costs and Risks Document

The Invest Client Agreement, the Vivid Invest STC-App and the Services, Products, Costs and Risks Document may be amended and updated from time to time.

The most recent version of these documents will be available on the Vivid Web and can be accessed via the Vivid Invest App.

Vivid Invest will notify You via push notification in the Vivid Invest App of any proposed amendments of the Client Agreement, the Vivid Invest STC-App and the Services, Products, Costs and Risks Documents by no later than eight weeks prior to their proposed effective date.

You may either approve or indicate disapproval of the amendments before their proposed effective date by sending an email to Vivid Invest (support.invest@vivid.money).

The amendments shall be deemed to have been approved by You, unless You indicate disapproval before their proposed effective date.

Vivid Invest shall expressly draw the Your attention to this tacit approval in its offer. If You are offered the changes, You may also terminate the entire business relationship with Vivid Invest with immediate

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effect before the proposed effective date of the changes. Vivid Invest shall expressly draw the Your attention to this right of termination in its offer. If You terminate the agreement, the amendment shall not be applied to the terminated agreement.

Vivid Invest shall, however, always be entitled to add new services to the existing offering and add terms and conditions for such services to this Client Agreement and the Vivid Invest STC-App without complying with any notification period.

21. Liability of Vivid Invest

Vivid Invest is liable for Your damages as provided for in applicable laws subject to the following provisions.

Vivid Invest shall only be liable for foreseeable damages. Liability for indirect damage, in particular consequential damage, unforeseeable damage or atypical damage as well as loss of profit shall be excluded. The same applies to the consequences of industrial disputes, accidental damage and force majeure.

Vivid Invest does not accept liability for damages arising to a client as a result of using the services provided or contents published by Vivid Invest.

The above stated limitation of liability shall not apply (i) in cases of intentional or grossly negligent behaviour on the part of Vivid Invest or any of its vicarious agents, (ii) to any damage arising from injury to life, body, or health resulting from a breach of duty by Vivid Invest or any of its vicarious agents; and (iii) to the breach of any obligations, the proper fulfilment of which is essential for the proper performance of the contract and on the fulfilment of which the client may reasonably rely.

Please note that CME will assume civil liability to You in respect of Vivid Invest's activity as a tied agent for the investment brokerage with regard to financial instruments. You may hence bring any claims on account of breaches of duty relating to Us acting as tied agent of CME in connection with the brokerage of financial instruments directly against CME.

22. Termination

This Client Agreement is valid for an indefinite period.

22.1 Termination by You

You may terminate the entire business relationship with Vivid Invest at any time without observing a notice period and without giving reasons by submitting an email to support.invest@vivid.money. Vivid Invest will also act as a messenger for communicating the client's notice of termination to CME.

22.2 Termination by Vivid Invest

Vivid Invest may terminate the entire business relationship with You, or individual parts thereof, at any time via email by way of

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- an ordinary termination (*ordentliche Kündigung*) giving You no less than eight weeks' prior notice.

This includes where You have indicated disapproval of the amendments to this Client Agreement, the Vivid Invest STC-App or the Services, Products, Costs and Risks Documents or where the balance on Your Investment Pocket has been zero and You have not logged in or accessed the Investment Pocket for a period of six months.

- a termination for good cause (*wichtiger Grund*) without observing a notice period.

Examples for good causes for a termination are

- repeated violations or a serious one-time violation of the Client Agreement or the Vivid Invest STC-App (including attempted deception of CME or Vivid Invest by a client deliberately providing false information),
- the termination of the contract for the services, or with respect to individual services, rendered by CME,
- a revocation of Your consent to the collection and use of data by Vivid Invest,
- where Vivid Invest has a clear evidence or strong suspicion of any malicious or fraudulent activity from You or
- where You have undertaken suspected market abuse, manipulation of the Vivid Invest App or the order execution system, or abuse of any latency that might exist in the Vivid Invest App.

22.3 Accessing the Vivid Invest Services in case of termination

Your right to access the Vivid Invest Services ceases on the effective date of either the termination of

- the business relationship between CME and You; or
- the business relationship between Vivid Invest and You

Upon the effective date of the termination, You will no longer be able to place any order. However, You will still be able to close Your positions via Vivid Invest within

- two weeks in case of termination by You or ordinary termination by Vivid Invest; and
- a reasonable period determined by Vivid Invest's discretion in case of Vivid Invest's termination for good cause.

Vivid Invest will inform You about these periods via email.

Vivid Invest will request CME to close any of Your open positions for You on Your behalf (by selling them) where during the above-mentioned periods and despite of a reminder provided by Vivid Invest You have not closed Your positions or where Vivid Invest or CME should be required by law or orders by an authority to do so.

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Publication date: 28.12.20. v.1.0.

Please note that irrespective of the above, Vivid Invest reserves the right to deny access to the Vivid Invest Services at any time without giving reasons with a prior notification to the client. The refusal may be necessary when CME refuses to open a CME account for trading according to their Terms of Use for the Purchase and Sale of OTC Instruments. If Vivid Invest denies the access to the Vivid Invest Services, You will not be able request Vivid Invest to transmit an order to CME.

23. Information on complaints-handling

You can file a complaint with Vivid Invest via the Chat Function provided in the Vivid Invest App, the online form or in writing to the following address: Vivid Invest GmbH, Complaints Department, Karl-Marx-Straße 97-99, 12043 Berlin, Germany.

If You do not agree with the complaints-handling by Vivid Invest or if We do not respond in time, You always have the possibility to refer Your complaint to an Alternative Dispute Resolution body ("ADR"). These ADRs can only handle Your complaints after You have tried to resolve a complaint with Vivid Invest first.

Competent ADR in Germany is e.g. the Ombudsstelle of The Association of Independent Asset Managers Germany e.V. (*Verband unabhängiger Vermögensverwalter Deutschland e.V.* (VuV-Ombudsstelle). The ADR procedure before the VuV-Ombudsstelle is free-of-charge.

The VuV-Ombudsstelle can be contacted under the following address: VuV-Ombudsstelle, Stresemannallee 30, D-60596 Frankfurt. Further information on the VuV-Ombudsstelle is available at <https://vuv-ombudsstelle.de/>.

Further, the European Commission has established a European Online Dispute Resolution Platform (ODR Platform) at <http://ec.europa.eu/consumers/odr/>. The ODR platform can be used by a consumer for the extrajudicial settlement of a dispute arising from online contracts with a company established in the EU.

Taking legal recourse before the competent courts is also possible when You are not satisfied with the complaints-handling by Vivid Invest/CME: If You are

- a consumer within the meaning of the introductory article of the French Consumer Code, the competent jurisdiction for any dispute in relation to the complaints-handling by Vivid Invest/CME is exclusively that of the place of Your own residence;
- a professional within the meaning of the introductory article of the French Consumer Code, the exclusive place of jurisdiction for all disputes in connection with these proceedings is Berlin, Germany.

For detailed information how to file a complaint, on the complaint management procedure and further options on how to follow-up on the result of a complaints-handling procedure by Vivid Invest/CME You are not satisfied with please see the Complaints Procedure which is available at <https://vivid.money/en-fr/legal-documents/>.

24. Duties to cooperate

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You are responsible for ensuring that all information provided by You to Vivid Invest is complete, accurate and up-to-date. The provision of complete, accurate and up-to-date information is particularly necessary for the Appropriateness Check, the KYC Check and transaction monitoring and reporting of CME.

If Your personal details (including the e-mail address provided by You in the onboarding process) or other information provided by You (in particular those requested as part of the Appropriateness Check or the KYC Check) change during the term of the business relationship with Vivid Invest, please open Your profile in the Vivid App and update Your information.

You undertake to refrain from all actions that violate the rights of third parties or morality.

You shall immediately check the documents provided to You for correctness and completeness and raise any objections without delay.

If You do not receive a message or document from Vivid Invest while You know You can expect it from Vivid Invest, You will make Vivid Invest aware of it as soon as possible by contacting Vivid Invest either via the Chat Function in the mobile application or via email (support.invest@vivid.money). The same applies where You detect an inaccuracy or incompleteness in Vivid Invest's services to You.

25. Your data

25.1 Collection and holding of personal data

Vivid Invest will collect and hold Your personal data on its own systems. This information is needed to ensure that it is at all times clear who the clients of Vivid Invest are, to comply with relevant regulations and to ensure for whom Vivid Invest receives and transmits orders. In this way, Vivid Invest can serve Your interests as good as possible and comply with applicable regulations. All information will be processed in accordance with relevant privacy laws and retention requirements.

Vivid Invest will share with third parties any data related to You only to fulfill legal obligations such as reporting to regulators, providing our investment services and/or after Your explicit consent.

Vivid Invest will record and store any communications with You for the provision of investment services, taking into account all relevant legal retention periods.

25.2 Supplementary information

Upon request of Vivid Invest, You are obligated to provide all supplementary, correct and complete information that Vivid Invest deems necessary for the provision of Vivid Invest's services, ancillary services or for meeting its obligations based on applicable laws and regulations.

25.3 Use of personal data and supplementary information

Vivid Invest may disclose the information that You provide to Vivid Invest, together with any other information which may relate to Your investment or Investment Account or to Your relationship with Vivid Invest, to any partner or other affiliate, or in accordance with any regulations or where necessary

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for the performance of our obligations to You, or in certain cases for marketing purposes. In sharing Your data Vivid Invest will adhere to all relevant data privacy regulations and take all necessary measures to protect Your data.

In particular, You agree that Vivid Invest shares necessary data with CME in order to onboard You as a client.

26. Right of revocation

Upon conclusion of the contract on the provision of investment brokerage, You have a right of revocation. Please refer to the revocation instruction set out in the Annex for details.

You 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 Vivid Invest has no influence and which may occur within the revocation period.

27. Governing law and legal venue

The Vivid Invest Client Agreement and all further agreements between Vivid Invest and You shall be governed by German law without prejudice to French protective provisions, i.e. overriding mandatory provisions and public policy laws, if you are a consumer within the meaning of the introductory article of the French Consumer Code.

[If You are a consumer within the meaning of the introductory article of the French Consumer Code, the competent jurisdiction for any dispute in relation to this procedure is exclusively that of the place of Your main residence.

If You are a professional within the meaning of the introductory article of the French Consumer Code, the exclusive place of jurisdiction for all disputes in connection with these proceedings is Berlin, Germany.]

28. Assignment

You may not transfer or assign any right or obligations You have under the Client Agreement without the prior written consent by Vivid Invest.

29. Severability

If any provision of this Client Agreement is held to be invalid in whole or in part, the validity of the remaining provisions will not be affected. The same applies to the Client Agreement or the Vivid Invest STC-App should have a gap. If any provision of the Client Agreement or the Vivid Invest STC-App is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby.

30. Further precontractual information on identity of Vivid Invest

Vivid Invest GmbH is a German private limited liability company (*Gesellschaft mit beschränkter Haftung*) with statutory seat in Berlin and is registered with the Commercial Register of the local court

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Publication date: 28.12.20. v.1.0.



(*Amtsgericht*) of Berlin Charlottenburg under docket number HRB 219565 B. Its managing director is Dr. Joerg Geiben.

The contact details of Vivid Invest are:

Vivid Invest GmbH
Karl-Marx-Straße 97-99
12043 Berlin, Germany

E-Mail: support.invest@vivid.money
Website: vivid.money

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Right of revocation

Right of revocation: You may revoke Your contractual declaration to conclude the financial services contract between You and Vivid Invest GmbH acting exclusively for the account and under the liability of CM-Equity AG within 14 days 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:

Vivid Invest GmbH
Karl-Marx-Straße 97-99
12043 Berlin, Germany

E-Mail: support.invest@vivid.money

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 fulfill 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 by us or a third party on the basis of an agreement between us and the third party.

End of the revocation instruction

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