

# Customer Agreement

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### Online Brokerage Framework Agreement

BMB Green, a limited liability company under the laws of Germany, registered with the commercial register at the local court of Charlottenburg under HRB 244347 and with its business address at Köpenicker Str. 40c, 10179 Berlin, Germany and the Customer (hereinafter each a "Party" and collectively the "Parties") enter into this Online Brokerage Framework Agreement (hereinafter "Framework Agreement"). Appendices to this Framework Agreement form an integral component of this Framework Agreement (hereinafter each individually referred to as an "Appendix" and jointly as "Appendices"). The Framework Agreement governs the features offered by BMB Green and the underlying services as an online broker, from the opening of a BMB Green custody account (hereinafter "Custody Account"), to trading in financial instruments and communication via an electronic mailbox (hereinafter "Mailbox (Timeline)"). All features and services are made available in the web-based application (hereinafter uniformly referred to as the "Application"), installed on the mobile device or stationary device (hereinafter uniformly referred to as the "Terminal Device").

#### 1. Statutory information requirements; Information by durable data medium

- 1.1. BMB Green has an obligation to provide information to consumers of distance contracts relating to financial services prior to the conclusion of the contract. As an investment services company, BMB Green is further obliged to provide the Customer (hereinafter the "Customer") with information about BMB Green itself, the services provided by BMB Green, the financial instruments offered, execution venues and all costs and associated charges. The pre-contractual information compiled as Appendix 1.1. together with the references to other contractual documents serves to fulfill these information obligations. Through this information, BMB Green is compliant with further statutory information obligations.
- 1.2. BMB Green, as an investment services company, is further obligated to clearly disclose to the Customer the general nature and origin of conflicts of interest and the steps taken to mitigate the risks of harm to the Customer's interests. The information on BMB Green's handling of potential conflicts of interest compiled as Appendix 1.2. serves to fulfill this duty of disclosure.
- 1.3. BMB Green is required by applicable law to provide the Customer with extensive additional information during the business relationship. BMB Green aims to avoid sending documents in paper form in order to keep the costs of processing low in the interest of all Customers and to conserve natural resources at the same time. Where documents are required by law to be sent to a durable data medium, BMB Green will provide such documents to the Customer in the form of a Portable Document Format (.pdf) in the Application, unless another form is mandatorily required by law. These documents can be accessed in the Application in the Timeline. The Customer can also download the documents in the Application on the Terminal Device.
- 1.4. The Customer agrees to the provision of the documents referred to in Clause 1.3. on an electronic durable data medium.
- 1.5. The provision of key information documents in accordance with Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) is generally provided for in paper form. Accordingly, the key information documents would have to be sent in paper form before the order is placed. This contradicts the business model of an online broker. Therefore, the aforementioned consent pursuant to Clause 1.4. also relates in particular to the provision of key information documents.

#### 2. Scope of services offered; execution of orders according to the Customer's instructions

- 2.1. BMB Green offers Customers residing in the countries in which BMB Green conducts its business the option of maintaining a Custody Account and trading financial instruments in the respective country. BMB Green as an online broker, is interested in efficient and cost-effective execution of orders in financial instruments and wants to offer attractive conditions, BMB Green therefore cooperates with a few selected execution venues and counterparties. This results in the Customer usually being able to select only one execution venue or a limited number of counterparties for a given financial instrument. Details on the available Execution Venues and counterparties for transactions in financial instruments are provided in BMB Green's execution policy (hereinafter "Execution Policy") which are separately outlined in the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.) and in the Application. This may result in trading not being possible at short notice in the event of a failure of the connected trading venue. Although BMB Green will endeavor to avert this through alternative trading venues, this cannot be ensured.
- 2.2. The prerequisite for opening a Custody Account and participating in trading in financial instruments is the installation of the Application on a supported Device of the Customer. The Special Terms and Conditions for Terminal Devices (Appendix 2.1.) shall apply to the use of the Application. The services related to the management of the Custody Account and trading in financial instruments can only be used via this Application on the Customer's Device authorized by BMB Green - as well as other access channels provided by BMB Green in the course of its regular business operations.
- 2.3. Any use of the features and services provided by BMB Green by using access paths, programs and/or other interfaces not provided by BMB Green outside the Application is prohibited. In case of violation of this prohibition, BMB Green reserves the right of extraordinary termination according to Clause 10.2.

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- 2.4. For the offered trading of securities (hereinafter "**Securities**") and for the management of the Custody Account, the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.) shall apply, together with the execution principles of BMB Green set out separately therein. For trading in crypto assets (hereinafter "**Crypto Assets**"), the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.) shall apply.
- 2.5. BMB Green retains the right to refuse the acceptance of orders of the Customer for the purchase or sale of Securities, for Crypto Assets and other financial instruments. A corresponding rejection shall be displayed to the Customer in the Application. No commission contract (hereinafter "**Commission Contract**") on the specific transaction between BMB Green and the Customer shall be concluded prior to the acceptance of an order in the Application.
- 2.6. In principle, the Customer may only hold financial instruments in their Custody Account which have been purchased through BMB Green. BMB Green is not obliged to accept the deposit of other financial instruments into the Customer's Custody Account. If the Customer initiates a deposit of financial instruments into their Custody Account that are not tradable via the execution venues available through BMB Green, the Customer must have these financial instruments transferred to another Custody Account at BMB Green's request or sell them in accordance with separate instructions. The same applies to financial instruments where the custodians used by BMB Green and its service providers are not or no longer able to hold certain financial instruments in custody. If the Customer fails to comply with this, BMB Green is entitled to sell the financial instruments and will transfer the proceeds of the sale, less the costs of sale, to the client's designated clearing account (hereinafter "**Clearing Account**"). Subject to the consent required from BMB Green pursuant to sentence 2, the Customer shall, prior to a custody account transfer to their Custody Account, obtain information from BMB Green as to whether the financial instruments to be transferred are tradable via the execution venues available through BMB Green. Otherwise, the Customer must compensate BMB Green for any additional expenses caused by the deposit and safekeeping of financial instruments outside the BMB Green trading universe, as well as for any damage incurred as a result. In case of Crypto Assets acquired via the Application, these may also be held in custody by third parties (e.g., a crypto custodian) i.e., not in the Customer's Custody Account at BMB Green. The Customer will be informed about this prior to the first trading of the Crypto Assets. In this respect, the Customer enters into a separate contractual relationship with a third party crypto custodian (hereinafter "**Crypto Custodian**").
- 2.7. If a Customer holds registered shares of German companies in their Custody Account, the Customer can only exercise their rights arising from the shares (e.g., participation in the Annual General Meeting) in accordance with German stock corporation law if the Customer is registered in the Company's share register in due time. The Customer has to check independently to what extent a registration in the share register or the notification of the Customer-related data to the stock corporation is necessary to exercise their shareholder rights. BMB Green forwards the Customer-related data required for registration in the share register to a German domestic joint-stock corporation if the Customer selects "registration deposit" in the menu settings of the Application for his deposit, or otherwise within the scope of BMB Green's legal obligations. In this case, German domestic joint stock corporations will usually register the Customer in the share register. In the case of foreign stock corporations, BMB Green will transfer Customer-related data to the respective stock corporations within the scope of the legal requirements applicable to BMB Green if the Customer selects a registration depository. Otherwise, data will only be forwarded within the scope of mandatory legal obligations.
- 2.8. BMB Green is obliged under Section (hereinafter "**Sec.**") 63 (5) of the German Securities Trading Act (*Wertpapierhandelsgesetz* - hereinafter "**WpHG**") to assess the compatibility of the Securities offered by BMB Green with the needs of its Customers, also taking into account the so-called target market. The target market defines which investors the issuer of a security is targeting. In determining the target market, consideration must be given to the typical investment objectives (including the investment horizon), the knowledge and experience typically required by the Customer to understand the risks of the particular security and the risk tolerance typically required. BMB Green will use information requested from the Customer in connection with purchase orders for Securities which relates to the Customer's knowledge and experience with respect to transactions in particular types of Securities. BMB Green will not use any other information provided by the Customer through any other means. Therefore, BMB Green will only check whether the Customer, according to the information provided by the Customer, belongs to the target market of the respective security with regard to their knowledge and experience. If, BMB Green comes to the conclusion, based on the information provided by the Customer, that the Customer does not belong to the target market of the respective Security with regard to their knowledge and experience, BMB Green will inform the Customer accordingly.
- 2.9. The Help Center, which is accessible via the BMB Green website ([www.bmbgreen.com](http://www.bmbgreen.com), hereinafter "**BMB Green Website**") and in the Application contains important information on the functioning of financial instruments available via the Application and on the typical risks of loss associated therewith. Information on the Crypto Assets available via the Application are contained in the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.).
- 2.10. The Special Terms and Conditions for Mailbox (Timeline) (Appendix 2.3.) shall apply to the Mailbox (Timeline) function provided by the Application.
- 2.11. Due to the agreement of May 31, 2013, between the Federal Republic of Germany and the United States of America for the promotion of tax honesty in international matters (Foreign Account Tax Compliance Act – FATCA), BMB Green must check whether the Customer is possibly a "U.S. Person" when opening an account. "U.S. Persons" are not permitted to open an account with BMB Green. It is the responsibility of each Customer to clarify whether they qualify as a "U.S. Person". If it becomes apparent during the course of the business relationship that a Customer is or will become a "U.S. Person", the Customer must notify BMB Green without undue delay). If the Customer is a "U.S. Person", BMB Green may

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terminate this Customer Agreement without notice according to Clause 10.2. The Customer shall compensate BMB Green for any expenses and damages incurred by BMB Green due to the qualification of the Customer as a "U.S. Person".

- 2.12. The Customer may also conclude savings plans (hereinafter each individually referred to as "Savings Plan") for certain financial instruments provided by BMB Green through the Application. The Customer can access a list of the financial instruments permitted for a Savings Plan in the Application. The offered Savings Plans in financial instruments are subject to the Special Terms and Conditions for Savings Plan (Appendix 2.4.)
- 2.13. If there have been transactions on the Customer's account in a tax period, within the framework of the contractual relationship between BMB Green and the Customer, BMB Green, in cooperation with a service provider, may provide the Customer with a local tax reporting for the respective tax period free of charge and without any obligation or liability. This tax report can be used to assist the Customer in preparing their tax return. BMB Green reserves the right to discontinue this complimentary service at the end of a tax year and will notify the Customer with a notice period of four weeks.
- 2.14. The Customer has no claim against BMB Green for the trading of financial instruments which are not or no longer supported by the trading partners. Financial instruments in the Customer's Custody Account that are no longer supported by the trading partners must be transferred by the Customer to another custody account with a financial institution authorized in the European Union or/and otherwise sold without undue delay. If the Customer fails to do so, BMB Green is entitled to sell the financial instruments and will transfer the sale proceeds minus the cost of sale, to the Customer's designated Clearing Account.
- 2.15. In the course of order execution, it is possible to acquire fractions of a financial instrument if the amount of money chosen by the Customer divided by the market price of a financial instrument at the time of execution cannot result in a natural number. In this case, fractions of the financial instrument are booked to the Customer's Custody Account.

The fractions booked in the Customer's Custody Account may not be transferred to another custody account of a financial institution authorized in the European Union.

If the Customer issues a transfer order for the relevant class of Securities, no fractions will be transferred. The Securities will be sold, and the proceeds will be credited to the client's credit balance in the omnibus trust account (hereinafter "Omnibus Trust Account"). BMB Green may, however, hold a cover holding in its own name for the fractions purchased by Customers either in the custody account at HSBC Trinkaus & Burkhart AG in which the Customer's Securities are also held or in another custody account held in BMB Green's name.

The Customer may also not exercise any voting rights or other ownership rights from fractions. Distributions as well as dividends are credited pro rata for fractions.

Fractions of registered shares held cannot be entered into the share register. By acquiring additional fractions, the Customer may obtain additional whole shares, so that subsequent registration in the share register can be made at the Customer's request.

BMB Green enables the Customer to participate in corporate actions for fractional securities as far as it is feasible. Cash dividends, for example, are paid to the Customer in the ratio of the fraction booked to a share. However, fractions do not participate in certain other corporate actions. The structure of corporate actions is the responsibility of the respective issuer. BMB Green has no influence on this.

### 3. Settlement of orders; fiduciary safekeeping of Customer funds

- 3.1. In principle, the Customer may only place orders for the purchase of financial instruments on a non-borrowing basis. For this purpose, BMB Green has set up Omnibus Trust Accounts with one or more banks which are authorized to conduct cash deposit business (hereinafter "Trust Bank"). The Customer can deposit a corresponding credit balance to these Trust Accounts using the provided personal International Bank Account Number (hereinafter "IBAN"). The Customer issues a trust order to BMB Green for the safekeeping of the Customer's credit balance in the Omnibus Trust Account. BMB Green is nevertheless entitled, but not obliged, to act in advance as a commission agent for the Customer.
- 3.2. BMB Green settles the orders in financial instruments as well as the payments in connection with the execution of orders in financial instruments and with the custody of Securities via the credit balance deposited or maintained by the Customer in the Omnibus Trust Account. The Customer shall without undue delay ("*ohne schuldhaftes Zögern*") settle any negative Customer credit balance, which may occur in exceptional cases, for example due to cancellations.
- 3.3. The Special Terms and Conditions Omnibus Trust Account and Clearing Account (Appendix 3.1.) shall apply to the safekeeping of the Customer's funds in an Omnibus Trust Account and to the settlement of the claims arising from orders in financial instruments in a separately managed Clearing Account for accounting purposes.
- 3.4. BMB Green and the Customer agree, in deviation from the statutory provision, on the safekeeping of the Customer's funds in Omnibus Trust Account in accordance with the provisions of this Clause 3. and the Special Terms and Conditions Omnibus Trust Account and Clearing Account (Appendix 3.1.). The Customer expressly consents to the safekeeping of its funds in the Omnibus Trust Account. In this respect, BMB Green refers to the protective purpose pursued with the legal requirements for the segregation of Customer funds (see in this regard in Clause 5 of the Special Terms and Conditions

Omnibus Trust Account and Clearing Account (Appendix 3.1.)).

- 3.5. The Customer may only request a payout of the credit balance booked on the Omnibus Trust Account to the Reference Account specified by the Customer (the "**Reference Account**") at the time of opening the Custody Account or changed by him/her later in the menu of the Application.
- 3.6. BMB Green is entitled - but not obliged - to return to the Customer any Customer credit balance not used for transactions in financial instruments for more than 30 days by payment in favor of the specified Reference Account. BMB Green will inform the Customer about the upcoming transfer by email and message in the Mailbox (Timeline). If the Customer subsequently does not use the credit balance for transactions in financial instruments or does not initiate the early withdrawal in favor of the Reference Account within two weeks after this notification, BMB Green will initiate the transfer of the unused Customer credit balance in favor of the respective Customer's Reference Account. It is therefore the Customer's responsibility to update the details of the Reference Account without undue delay in case of changes.
- 3.7. BMB Green offers the Instant Trading Volume service to Customers who have a Custody Account with BMB Green and can trade financial instruments via the Application. This service enables Customers to trade in financial instruments easily and immediately by depositing funds into the Omnibus Trust Account.

#### 4. Fees and expenses; Customer's waiver of disbursement of payments; foreign currency transactions

- 4.1. The amount of the fees for services provided by BMB Green is set out in the "List of Prices and Services", the current version can be viewed at any time via the Application and via the BMB Green Website. If a Customer makes use of a main service listed therein and the parties have not reached a different agreement, the charges stated in the "List of Prices and Services" at the time of the conclusion of this Framework Agreement shall apply. Upon request, BMB Green will provide the Customer with a current version of the "List of Prices and Services" via the Application and will additionally send it to the Customer by email upon request.

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In connection with the execution of transactions in financial instruments, BMB Green may receive payments from the operators of the execution venues or from counterparties of the Execution Transactions (hereinafter "**Execution Venues**") or from providers of financial instruments (e.g. providers of ETFs; hereinafter each individually referred to as "**Provider**") for the placement of orders at these Execution Venues or counterparties or for the acquisition of certain products of a Provider by Customers of BMB Green. These payments generally amount to up to EUR 3.00 per qualified Customer order for transactions in financial instruments; in special cases and depending on certain trading turnover sizes, up to EUR 17.60 per Customer order (as of 9/2021) (i.e., BMB Green may receive a payment up to this amount for the placement of a Customer order at the Execution Venue or with the respective Provider). The amount of the payments depends in each individual case on the agreement with the Execution Venue or Provider and the total turnover processed via the Execution Venue in defined time periods. This payment is permitted. BMB Green uses the payment to provide Customers with low-cost, high-tech services under this Framework Agreement. The Customer agrees that BMB Green may collect and retain such payment. The Customer and BMB Green agree, deviating from the statutory provisions of the law of agency (Sec. 675, 667 German Civil Code (*Bürgerliches Gesetzbuch* – hereinafter "**BGB**"), Sec. 384 German Commercial Code (*Handelsgesetzbuch* – hereinafter "**HGB**")), that a claim of the Customer against BMB Green to receive such payments does not arise. Without this agreement BMB Green - assuming the applicability of the law of agency to the services of BMB Green under this Framework Agreement - would have to disburse the payments to the Customer.

- 4.3. The legal regulations apply to the remuneration of the main services not listed in the "List of Prices and Services" if these main services are provided on behalf of the Customer or in the Customer's presumed interest and their provision can only be expected against remuneration. Deviating agreements between BMB Green and the Customer take precedence.
  - 4.4. BMB Green will not charge the Customer for a service that BMB Green is obliged to provide by law or on the basis of an ancillary contractual obligation, or that BMB Green performs in its own interest, unless it is permitted by law and will be charged in accordance with the statutory regulations.
  - 4.5. If BMB Green concludes a transaction with the Customer in a foreign currency, BMB Green will convert the foreign currency amount into Euro and credit or debit the corresponding Euro amount to the Customer's Clearing Account.
  - 4.6. The determination of the exchange rate for foreign currency transactions shall be based on the "List of Prices and Services" or on information linked thereto.
- #### 5. Limits to the rights to offset; prohibition of assignment; right of disposal after death
- 5.1. The Customer may offset only against BMB Green's claims if the claims are undisputed or legally binding.
  - 5.2. The Customer may not assign, pledge or otherwise transfer claims against BMB Green based on the business relationship to third parties.
  - 5.3. After the death of the Customer, the person who claims to be the legal successor of the Customer has to prove to BMB Green the entitlement under inheritance law in an appropriate way. BMB Green may, without being obliged to do

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so, consider as the beneficiary and pay to the beneficiary with discharging effect, the person who presents a copy or a certified

copy of the testamentary disposition together with the record of the opening of the probate proceedings and is designated therein as heir or executor. This does not apply if BMB Green is aware that the person named therein is not authorized to dispose of the estate or if this has not become known to BMB Green due to negligence.

## 6. Obligations of the Customer

- 6.1. For the proper processing of business transactions, it is necessary that the Customer without undue delay notifies BMB Green of any changes regarding the Reference Account provided as well as the Customers' contact details, in particular changes to the Customers' mobile number as well as address. In addition, further legal notification obligations may arise, in particular from the German Money Laundering Act (*Geldwäschegesetz* – hereinafter “**GwG**”) (e.g., proof that the Reference Account is held in the name of the Customer). If the Customer negligently violates the duties to cooperate, the Customer must compensate BMB Green for the resulting costs and expenses (e.g., for an address investigation).
- 6.2. The Customer shall without undue delay check the correctness and completeness of the statements, Custody Account and income statements, other statements (e.g., about transactions in Crypto Assets), as well as notifications on the execution of orders, which are posted in the Mailbox (Timeline) or sent in another way and shall raise any objections without undue delay.
- 6.3. If the Customer does not receive the documents referred to in Clause 6.2. above, the Customer must notify BMB Green without undue delay. The obligation to notify BMB Green also exists in the absence of other notifications that the Customer expects to receive.
- 6.4. If and to the extent that BMB Green wishes to expressly agree with the Customer on new provisions in the Customer relationship (cf. Clause 9.2.), the Customer is obligated to submit a declaration of intent, either acceptance or rejection, to this effect to BMB Green.
- 6.5. The Customer is obliged to independently monitor the performance of their investments and their tradability. This applies in particular if, due to the failure of a trading venue or the trading possibility via BMB Green, the Customer was unable to execute a requested transaction. The Customer is then obliged to continuously monitor when the trading possibility is restored in order to execute the requested transaction.

## 7. Liability of BMB Green; contributory negligence of the Customer

- 7.1. BMB Green is liable in the performance of its obligations for any faults of its employees and the persons it involves in the performance of its obligations. If the Customer has contributed to the occurrence of damage through culpable conduct (e.g., through violation of duties to cooperate), the general principles of contributory negligence shall determine the extent to which BMB Green and the Customer must bear the damage.
- 7.2. BMB Green is not liable for damages caused by force majeure, riots, acts of war and nature or other events for which it is not responsible (e.g., strikes, lockouts, traffic disruptions, acts of German domestic or foreign authorities). In these cases, BMB Green is not liable in particular for the unenforceability to execute transactions in financial instruments or to deliver financial instruments or for delays in delivery, if BMB Green is not responsible for disruptions in performance. If these events make it substantially more difficult or impossible for BMB Green to fulfill contractual obligations and the impediment is not only of temporary duration, both BMB Green and the Customer are entitled to withdraw from the respective transaction.

## 8. Agreement of liens in favor of BMB Green

- 8.1. The Customer and BMB Green agree that BMB Green acquires a special lien on the financial instruments to which BMB Green obtains possession in Germany within the scope of the services provided by BMB Green due to the acquisition of these financial instruments by the Customer or which are held in custody for the Customer by a third-party custodian.
- 8.2. The special lien on a financial instrument serves to secure all claims to which BMB Green is entitled against the Customer in connection with the acquisition of this financial instrument, in particular its claims for reimbursement of expenses from the commission business, including fees, expenses and taxes thereon, as well as any compensation claims of BMB Green due to negative cash balances of the Customer.
- 8.3. The special lien shall take precedence over the lien arising from the general terms and conditions (hereinafter “**GTC**”) set out in the following Clauses 8.4. to 8.6.
- 8.4. The Customer and BMB Green agree that BMB Green acquires a GTC Lien on the financial instruments and items to which BMB Green has obtained or will obtain possession in the investment business relationship in Germany (hereinafter “**GTC Lien**”). BMB Green also acquires a GTC Lien on the claims that the Customer has or will have against BMB Green arising from the investment business relationship (including transactions from Crypto Assets) to the extent that these are not excluded from the agreement by a trust agreement or other agreement.



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- 8.5. The GTC Lien serves as security for all existing, future and conditional claims to which BMB Green is entitled against the Customer arising from the investment business relationship. The GTC Lien does not extend to the financial instruments that BMB Green holds in custody for the Customer outside of Germany.
- 8.6. If financial instruments are subject to BMB Green's GTC Lien, the Customer is not entitled to demand the disbursement of the interest and dividends belonging to these Securities.
- 8.7. In the event that the financial instruments are not in the possession of BMB Green, but in the possession of another custodian, also located outside of Germany, the Customer and BMB Green hereby agree, in order to secure the claims described in Clauses 8.2. and 8.5. above, on an assignment to BMB Green of all present and future claims of the Customer against the other custodian, which may also be located outside of Germany, for the delivery of the financial instruments together with renewal coupons and any subscription rights and bonus shares. The Customer instructs and authorizes BMB Green to notify the custodian of this assignment on his behalf. Furthermore, the Customer authorizes BMB Green to obtain information from the custodian located outside of Germany regarding the existence and value of the Custody Account. This assignment to BMB Green also covers all current and future claims (to the extent possible under applicable law) of the Customer against the custodian appointed to hold their Crypto Assets in accordance with the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.).
- 8.8. BMB Green is entitled to enforce the lien in financial instruments, if the Customer maintains a negative Customer balance. In this case, BMB Green will request the Customer to settle the negative Customer balance within three banking days (hereinafter "**Settlement Request**") and threaten to sell the financial instruments in the event that this period expires without any result. The waiting period for a sale after a threat is usually one month. However, the period of one month is not necessary if the market value of the financial instruments held by the Customer at BMB Green (hereinafter "**Portfolio Value**") is 2/3 or less of BMB Green's existing claims against the Customer and this Portfolio Value has fallen by 10% compared to the time of the Settlement Request (so-called in the event of imminent danger). In this case, BMB Green may immediately proceed with the enforcement of the lien. In the aforementioned cases, the enforcement of the lien is carried out as agreed at a marketplace for this financial instrument, to which BMB Green is connected in accordance with the regulations in this Framework Agreement. The outstanding invoice amount (including possible default interest and reminder fees) may be handed over or sold to a collection agency chosen by BMB Green for the purpose of collection.
- 8.9. Pledged bearer bonds may be enforced by BMB Green in accordance with the statutory provision of Sec. 1294 BGB upon maturity of the secured claim by termination and collection of the claim arising from the bearer bond.

**9. Scope of and amendments to this Framework Agreement including Appendices**

- 9.1. This Framework Agreement, including the Appendices and special terms and conditions (hereinafter "**Special Terms and Conditions**"), is valid for the entire business relationship between the Customer and BMB Green. In addition, in the event of a corresponding express agreement between the Customer and BMB Green, any Special Terms and Conditions agreed upon in the future shall also apply. The included Appendices and Special Terms and Conditions (including Special Terms and Conditions included under this Framework Agreement in the future) may contain deviations from or supplements to this Framework Agreement in individual cases. The provisions in the Special Terms and Conditions shall take precedence over the provisions in this Framework Agreement, insofar as the provisions should contradict each other.
- 9.2. Amendments to this Framework Agreement as well as to the Special Terms and Conditions or to Special Terms and Conditions agreed upon in the future, which affect the main contractual obligations or profoundly change the contractual structure (the latter hereinafter "**Material Amendments**"), require an express or implied agreement between the Customer and BMB Green. In this context, main contractual obligations are those obligations on the basis of which a contract is mainly concluded. They constitute the essential parts of the contract. In the contractual relationship between the Customer and BMB Green, this includes the Customer's payment obligations and BMB Green's obligation to buy and sell financial instruments for the Customer by way of financial commission or otherwise. Material Amendments are changes that affect the contractual structure so profoundly that they are equivalent to the conclusion of a new contract. Other amendments (hereinafter "**Immaterial Amendments**") do not require any express or implied agreement between the Customer and BMB Green. Immaterial Amendments will be communicated - to the extent legally possible - by BMB Green to the Customer in text form via the Mailbox (Timeline) in the Application no later than two months before their intended effective date. The Customer's approval of Immaterial Amendments shall be deemed to have been granted if the Customer has not rejected the Immaterial Amendments by notifying BMB Green of the rejection prior to the proposed date on which the changes are to take effect. BMB Green will specifically point the Customer's attention to the approval effect in its offer. Such immaterial changes are allowed if there is a valid reason for them. Valid reasons are:
- the correction of misleading regulations,
  - the clarification of regulations,
  - the change of service providers and contractors,
  - the provision of new services which the Customer does not have to use, or which are free of charge,
  - the adaptation of form requirements and data formats,
  - the adaptation of new legal requirements arising from regulatory law or tax law,
  - the adaptation due to BMB Green's international expansion and the accompanying need to have as standardized Customer general terms and conditions (hereinafter "**General Terms and Conditions**") as possible,

- the agreement of ancillary obligations, provided that these are appropriate with regard to a balanced risk ratio of the interests affected within the framework of the Customer relationship,
- the adjustment does not entail any disadvantages for the Customer,
- other reasons similar to the above reasons.

9.3. If BMB Green offers the Customer Immaterial Amendments to the Terms and Conditions, which shall come into effect by the approval effect referred to in the aforementioned Clause 9.2., the Customer may also terminate the Framework Agreement affected by the change without notice and free of charge prior to the proposed date on which the changes are to take effect. BMB Green will specifically draw the Customer's attention to this right of termination in its offer.

## 10. No minimum contract term; termination rights

- 10.1. The Customer may terminate the Framework Agreement at any time without observing a period of notice in text form.
- 10.2. BMB Green may terminate the Framework Agreement at any time subject to a notice period of at least two months. Apart from that, BMB Green may also terminate the Framework Agreement without notice if there is an important reason. Reasons for termination without notice for BMB Green are in particular:
- The Customer does not settle a negative balance in violation of Clause 3.2. of this Framework Agreement.
  - The Customer does not make any declaration of intent in violation of Clause 6.4. of this Framework Agreement.
  - The Customer uses their BMB Green Custody Account jointly with others.
  - The Customer moves from the country for which the Customer relationship with BMB Green was established, even if the Customer moves to a country in which BMB Green also offers its services (e.g., the Customer moves from Germany to France).
  - The Customer uses the Application in violation of Clause 2.3. of this Framework Agreement.
- 10.3. The Customer must notify BMB Green by the termination date in the case of ordinary termination and within a period of 14 days in the case of extraordinary termination whether any financial instruments held in the Custody Account are to be sold or transferred to another custody account of the Customer with a financial institution licensed in the European Union.
- 10.4. The transfer of Crypto Assets is not possible in case of termination. The Customer must sell any Crypto Assets held by the Crypto Custodian by the termination date.
- 10.5. In the event that the Customer does not comply with the obligations set out in Clause 10.3. or Clause 10.4. sentence 2, BMB Green shall be entitled to sell the financial instruments held by the Customer and shall transfer the proceeds of sale, less the costs of the sale, to the Customer to the designated Clearing Account.

## 11. Data protection; confidentiality obligation

- 11.1. BMB Green is entitled to process the Customer's personal data, which BMB Green has collected in the course of the business relationship with the Customer, for the execution of the contract. The collection, processing and use of the Customer's personal data is carried out in strict compliance with the applicable data protection regulations.
- 11.2. Details on data protection and the processing of personal data by BMB Green can be found in BMB Green's Privacy Notice and Data Protection Information.
- 11.3. BMB Green undertakes to maintain secrecy about all Customer-related facts and evaluations of which BMB Green gains knowledge. BMB Green may only disclose information about the Customer if this is required by law or if the Customer has agreed to it.

## 12. Application of German law; place of jurisdiction, contractual language

- 12.1. This Framework Agreement and the entire business relationship between the Customer and BMB Green shall be governed by German Law. Under Article 6(2) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 the Customer may also enjoy the protection of the mandatory provisions of the law of the country where they have their habitual residence.
- 12.2. The statutory places of jurisdiction apply.
- 12.3. With the explicit consent of the Customer, this Agreement and all documents relating thereto have been made available in the English language only.

Appendix 1.1. Pre-contractual  
information pursuant to Art. 246b of the  
Introductory Act to the German Civil Code (EGBGB)  
and

Customer Information pursuant to Sec. 63  
(7) of the German Securities Trading Act  
(WpHG)

BMB Green

### Appendix 1.1.

#### Pre-contractual information pursuant to Art. 246b of the Introductory Act to the German Civil Code (EGBGB) and Customer information pursuant to Sec. 63 (7) of the German Securities Trading Act (WpHG)

BMB Green has a pre-contractual information obligation towards consumers in the case of contracts for financial services concluded off-premises or as distance contracts in accordance with Art. 246b Introductory Act to the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch* – hereinafter “EGBGB”). BMB Green, as an investment services company, is furthermore obliged to provide the Customer with information about BMB Green itself, the services provided by BMB Green, the financial instruments offered, Execution Venues and costs and associated charges which may occur.

#### 1. General information about BMB Green

##### 1.1. Name and summonable address

BMB Green's service address is:

**BMB Green Köpenicker**

Straße 40c

D-10179 Berlin

Germany

##### 1.2. Persons legally authorized to represent the company; entry in the German commercial register

The managing directors of BMB Green are Andreas Torner and Gernot Mittendorfer. BMB Green is registered in the Commercial Register of the Local Court of Charlottenburg (Berlin), Germany under registration number HRB 244347 B.

##### 1.3. Main business activity of BMB Green

As its main business activity, BMB Green offers the acquisition of financial instruments (in particular shares, ETFs, cryptocurrencies and derivatives), in particular by way of financial commission business (“*Finanzkommissionsgeschäft*”), as well as proprietary trading and the safekeeping of Securities in a custody account. These are investment services in the form of financial commission business, as well as proprietary trading and ancillary services in the form of custody business.

##### 1.4. Permission under the German Securities Institutions Act and competent supervisory authorities

The activity of BMB Green fulfills the criteria of financial commission business, proprietary trading and custody business according to Sec. 2 (2) no. 1, no. 10 and Sec. 2 (3) no. 1 of the German Securities Institutions Act (*Wertpapierinstitutsgesetz* – hereinafter “WpIG”) as a securities service or ancillary service requiring a license. BMB Green holds the corresponding licenses. The competent supervisory authorities are

- the German Central Bank (*Deutsche Bundesbank*), Head Office in Berlin and Brandenburg, Leibnizstraße 10, D- 10625 Berlin, Germany ([www.bundesbank.de](http://www.bundesbank.de)) and
- The German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* – hereinafter “BaFin”), Graurheindorfer Straße 108, D-53117 Bonn, Germany and Marie-Curie-Straße 24-28, 60439 Frankfurt am Main, Germany ([www.bafin.de](http://www.bafin.de)).

#### 2 General Information on the Framework Agreement

##### 2.1. Legal obligation to conclude a Framework Agreement; essential features of the financial service offered

BMB Green is required by law to conclude a written Framework Agreement with the Customer, which contains at least the essential rights and obligations of BMB Green and the private Customer with regard to the Securities transactions (hereinafter “Securities Transactions”) offered. The Framework Agreement serves to document these rights and obligations.

The essential features of the financial services offered by BMB Green under the Framework Agreement are the trading of financial instruments (purchase and sale of shares, Crypto Assets, mutual funds and derivatives) by BMB Green by way of financial commission business and proprietary trading, as well as the ancillary service of safekeeping the Customer's Securities in the Custody Account set up by BMB Green for the Customer. The Crypto Assets traded through BMB Green may be held separately with a crypto custodian, i.e., not in the Customer's Custody Account with

BMB Green, but under a direct contractual relationship between the Crypto Custodian and the Customer.

## 2.2. Conclusion of the Framework Agreement

The Customer can effectively conclude the Framework Agreement with BMB Green by following the instructions in the Application after launching the Application and registering a mobile phone number. In doing so, the Customer receives access to all contract documents before the conclusion of the Framework Agreement. The Customer makes a binding offer with the content of the Framework Agreement by completing the account opening in the Application. BMB Green then confirms the conclusion of the Framework Agreement to the Customer. With this step, the Framework Agreement between the Customer and BMB Green is concluded.

## 2.3. Components of the Framework Agreement

The Framework Agreement consists of the following components:

- Online Brokerage Framework Agreement
- Appendix 2.1. Special Terms and Conditions for Terminal Device
- Appendix 2.2 Special Terms and Conditions for Securities Transactions and Execution Policies
- Appendix 2.3. Special Terms and Conditions for Mailbox (Timeline)
- Appendix 2.4. Special Terms and Conditions for Savings Plan
- Appendix 2.5 Special Terms and Conditions for Trading in Crypto Assets
- Appendix 3.1 Special Terms and Conditions for Omnibus Trust Account and Clearing Account

In addition, the Customer receives the following information with the conclusion of the Framework Agreement:

- Appendix 1.1. Pre-contractual information pursuant to Art. 246b EGBGB and Customer information pursuant to Sec. 63 (7) WpHG

## 2.4. Contract language; means and language of communication

BMB Green provides the contractual Terms and Conditions and this preliminary information in Germany only in German and outside of Germany in English and, if required by law, in the respective national language.

The communication between BMB Green and the Customer is generally carried out electronically via the Application and partially via email. Orders are generally placed via the Application.

The Application is suitable for use in the English language. The entire business relationship is conducted in the English language.

The provisions of the Framework Agreement, the Special Terms and Conditions for Terminal Device (Appendix 2.1.), the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.), the Special Terms and Conditions Mailbox (Timeline) (Appendix 2.3.), and the Special Terms and Conditions Omnibus Trust Account and Clearing Account (Appendix 3.1.) shall apply to communication in connection with the placement of orders for Securities transactions and Custody Account management. The aforementioned shall also apply to trading in Crypto Assets with the following exception: Instead of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.), the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.) shall apply.

## 2.5. Legal system; place of jurisdiction

German law applies to the pre-contractual legal relationship between the Customer and BMB Green, to the conclusion of the Framework Agreement and to the business relationship between the Customer and BMB Green. Under Article 6(2) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 the Customer may also enjoy the protection of the mandatory provisions of the law of the country where they have their habitual residence. The statutory places of jurisdiction apply.

## 2.6. Out-of-court dispute resolution

In case of disputes arising from the application of provisions of the BGB concerning distance contracts for financial services between consumers and regulated entities, such as BMB Green, the Deutsche Bundesbank may act as an official arbitration institution in accordance with Sec. 14 (1) no. 1 of the German Act on Injunctive Relief (*Unterlassungsklagegesetz*

– hereinafter “UKlaG”) if an entity is not affiliated with a recognized private consumer arbitration board. In addition, in the event of disputes concerning other provisions in connection with banking transactions pursuant to Sec. 1 (1) sentence 2 of the German Banking Act (*Kreditwesengesetz* – hereinafter “KWG”) between consumers and regulated companies, BaFin may act as an official catch-all arbitration board pursuant to Sec. 14 (1) no. 7 UKlaG if the company is not affiliated with a recognized private consumer arbitration board.

BMB Green is not affiliated with any recognized private consumer arbitration board established for the out-of-court settlement of disputes arising from banking transactions between consumers and regulated entities.

The address of the Deutsche Bundesbank's arbitration body is:

Schlichtungsstelle der Deutsche Bundesbank  
Postfach 10 06 02  
60006 Frankfurt am Main  
Germany

The Customer can obtain further information on the arbitration board and information on the procedure by using the search function on the Deutsche Bundesbank's website (keyword "*Schlichtungsstelle*") or by clicking on "Service".

The address of the BaFin's arbitration body is:

Schlichtungsstelle der Bundesanstalt für Finanzdienstleistungsaufsicht  
- Referat ZR 3 -  
Graurheindorfer Strasse 108  
53117 Bonn  
Germany

The Customer can obtain further information on the arbitration body as well as information on the procedure by using the search function on BaFin's website (keyword "*Schlichtungsstelle*") or under the heading "Consumers".

The European Commission has established a European online dispute resolution platform (hereinafter "**ODR Platform**") at <http://ec.europa.eu/consumers/odr/>. A Consumer can use the ODR Platform for the out-of-court settlement of a dispute arising from online contracts with a company established in the European Union. BMB Green does not currently participate in a corresponding online dispute resolution.

## **2.7. No minimum contract term; termination of the Framework Agreement**

There is no minimum term for the Framework Agreement. The Customer may terminate the contractual relationship at any time without observing a notice period. BMB Green may terminate the business relationship at any time subject to a notice period of at least two months. In addition, BMB Green may also terminate the Framework Agreement without notice for good cause. In this context, the Customer must notify BMB Green whether any Securities held in the Custody Account are to be sold or transferred to another Custody Account of the Customer.

## **3. Information on order placement and execution of Securities Transactions, on trading in Crypto Assets and on Custody Account management**

### **3.1. Order placement and execution of Securities Transactions**

The Customer may purchase and sell Securities via BMB Green by placing corresponding buy or sell orders. The same applies to trading in Crypto Assets, for which the Customer may place buy or sell orders. The execution of Securities Transactions and transactions in Crypto Assets is usually carried out in the form of commission transactions and only in cases specially designated by BMB Green by way of a fixed price transaction. Orders are generally placed via the provided Application. For this purpose, the Special Terms and Conditions for Terminal Device (Appendix 2.1.) apply.

BMB Green has the right to refuse the acceptance of corresponding orders for the purchase of Securities or Crypto Assets in accordance with Clause 2.5. A rejection shall be displayed to the Customer in the Application. No commission contract on the specific transaction between BMB Green and the Customer is concluded before the acceptance of a buy order in the Application.

### **3.2. Execution of Securities Transactions and transactions in Crypto Assets**

BMB Green executes Securities Transactions and transactions in Crypto Assets in accordance with the applicable Execution Policy, as a rule on the basis of the Customer's instructions, in particular with respect to the Execution Venue, unless the Customer and BMB Green agree otherwise. The execution principles for Securities Transactions are part of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.); in the



case of trading in Crypto Assets, the execution principles are set out in the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.). The Crypto Assets that can be traded at BMB Green are "units of account" or "Crypto Assets" within the meaning of the KWG and therefore financial instruments.

Subject to the following paragraph, BMB Green concludes a buy or sell transaction (hereinafter "**Execution Transaction**") with another market participant or a central counterparty within the scope of the commission for the account of the Customer or instructs another commission agent (hereinafter "**Intermediary Commission Agent**") to conclude an Execution Transaction. In the context of electronic trading on an exchange, the Customer's order may also be executed directly against BMB Green or the Intermediary Commission Agent if the conditions of exchange trading permit this.

To the extent that orders in Securities Transactions between BMB Green and the Customer cannot be fulfilled in whole or in part by means of a purchase or sale transaction with another market participant or a central counterparty, BMB Green may, at its own discretion, deliver or take over part or all of the relevant Securities itself. For these cases, the client waives receipt of a declaration of partial or complete delivery or takeover of Securities by BMB Green.

Once an Execution Transaction has been concluded, payment and booking will take place within the settlement periods applicable to the respective Execution Venue. BMB Green credits traded Securities to the Custody Account or debits the Custody Account accordingly. Crypto Assets are generally credited or debited via the appointed Crypto Custodian. Corresponding to the credits and debits, the amount to be paid is debited or credited to the Customer's Clearing Account.

The purchase and sale of Securities via BMB Green shall be governed by Clauses 1 to 9 of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.). The details of the fulfillment of commission transactions in Securities are subject to the provisions in Clauses 10 to 12 of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.).

The purchase and sale of Crypto Assets via BMB Green are subject to the Clauses 1 to 10 of the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.). The fulfillment of commission transactions in Crypto Assets is governed by Clause 13 of the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.).

BMB Green provides the Customer with a Securities settlement or a settlement of the traded Crypto Assets in the Mailbox (Timeline) of the Application for each executed Securities order (both unlimited and limited price orders) or for each executed transaction in Crypto Assets as soon as possible (at the latest on the first business day after execution). If no settlement can be provided immediately after the execution of the order, an execution notice shall first be sent to the Customer. After acceptance of a price limited order by BMB Green, the Customer will additionally receive an order confirmation or, after cancellation or expiration of a price limited order, an order cancellation confirmation.

### **3.3. Information on Execution Venues; Consent to execution of Securities Transactions outside Organized Markets and Multilateral Trading Facilities**

The Special Terms and Conditions for Securities Transactions and Execution Policies" (Appendix 2.2.) provide for the execution of commission transactions outside organized markets and multilateral trading systems in accordance with the Customer's instructions. Crypto Assets are also traded in accordance with the "Special Terms and Conditions for Crypto Assets Trading" (Appendix 2.5.) at the Execution Venue instructed by the Customer. Such execution of Customer orders requires the Customer's express consent to this in general or with regard to each Securities transaction or transaction in Crypto Assets. The Customer shall give such consent by issuing instructions regarding the Execution Venue.

BMB Green has listed information on Execution Venues in the Execution Policies of BMB Green, which is part of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.) and the Special Terms and Conditions for Trading in Crypto Assets (Appendix 2.5.). In principle, a Securities transaction or a transaction in Crypto Assets shall be executed at the Execution Venue specified by the Customer by instruction to BMB Green in accordance with the applicable execution rules. In exceptional cases, e.g., trading venue failure, directed orders may occur.

To the extent that orders in Securities Transactions between BMB Green and the Customer cannot be fulfilled in whole or in part by means of a buy or sell transaction with another market participant or a central counterparty, BMB Green may, at its own discretion, deliver or take delivery of the relevant Securities itself, in whole or in part. For these cases, the client waives receipt of a declaration of partial or complete delivery or assumption of Securities by BMB Green.

### **3.4. Deposit of funds into Omnibus Trust Account; Clearing Account; measures to protect Customer funds.**

A prerequisite for the execution of buy orders of the Customer is that the Customer maintains a sufficient credit balance to execute such an order. For this purpose, BMB Green has set up an Omnibus Trust Account with a bank authorized to make deposits (hereinafter "**Trust Bank**"), into which the Customer may deposit a corresponding credit balance by means of the personal IBAN communicated to him/her by BMB Green in connection with the conclusion of the Framework Agreement. The Customer issues a trust order to BMB Green for the safekeeping of the Customer's credit balances in the Omnibus Trust Account.

BMB Green settles the Securities orders and Crypto transactions vis-à-vis the Customer and initiates the payments in

connection with the execution of Securities orders and Crypto Transactions and with the custody of the Securities through the credit balance deposited or maintained by the Customer in the Omnibus Trust Account.

BMB Green also maintains a Clearing Account for accounting purposes for each Customer for the purpose of reporting the credit balance held in trust for the Customer. The mutual claims from the custody account management and from the commission transactions carried out on behalf of the Customer are offset in the Clearing Account and the current amount of the Customer's credit balance is determined on the basis of this. There is no entitlement to interest on the credit balance.

In exceptional cases - e.g., due to cancellations of transactions - a negative Customer balance (i.e., the Customer still owes BMB Green a certain amount) - must be settled immediately by the Customer.

The Special Terms and Conditions for Omnibus Trust Account and Clearing Account (Appendix 3.1.) shall apply in particular to the safekeeping of Customer funds in the Omnibus Trust Account and the management of the Clearing Account.

The Customer receives a quarterly booking overview of the Clearing Account from BMB Green. In accordance with the provision in Clause 3 of the Special Terms and Conditions for Omnibus Trust Account and Clearing Accounts (Appendix 3.1.), the Customer shall raise objections within this six-week period due to any incorrectness or incompleteness of the booking overview.

On the basis of the trust order, BMB Green is only obliged to surrender the Customer's credit balance which BMB Green itself can demand on the basis of the account agreement with the Trust Bank keeping the account. As a result, the Customer bears the insolvency risk of the Trust Bank providing the Omnibus Trust Account, insofar as BMB Green is unable to realize the claim for payment of the Customer's credit balance in the event of the insolvency of the Trust Bank, either against the deposit guarantee scheme of the Trust Bank or against the insolvency administrator of the Trust Bank within the framework of the insolvency proceedings.

BMB Green and the Customer agree, in deviation from Sec. 84 (2) sentence 1 WpHG, on the safekeeping of the Customer's funds in an Omnibus Trust Account in accordance with the provisions of Clause 3 of the Framework Agreement and Clause 5 of the Special Terms and Conditions Omnibus Trust Account and Clearing Account (Appendix 3.1.). The Customer expressly consents to the safekeeping of its funds in the Omnibus Trust Account.

The maintenance of the Clearing Account is free of charge for the Customer.

### **3.5. Appropriateness test (also with regard to the target market)**

BMB Green classifies the Customer into a personal risk class for the purpose of the appropriateness test pursuant to Sec. 63 (10) sentence 3 WpHG on the basis of the information provided by the Customer regarding the Customer's knowledge and experience with respect to transactions in financial instruments. If the risk class of the financial instrument is higher than the Customer's personal risk class, BMB Green will inform the Customer that they may not have the necessary knowledge and experience to adequately assess the risks associated with the financial instrument the Customer wishes to purchase. After this information, the Customer may decide whether to execute the order anyway. In this case, BMB Green reserves the right not to admit the Customer to this transaction in the financial instrument.

BMB Green will furthermore only perform a limited appropriateness check with regard to the target market pursuant to Sec. 63 (5) WpHG. BMB Green will, in case of buy orders for Securities and Crypto Assets, use the information requested from the Customer, which relates to its knowledge and experience in relation to transactions with certain types of Securities and Crypto Assets. BMB Green will not take into account any other information provided by the Customer. BMB Green will therefore only consider whether the Customer belongs to the target market of the respective security with regard to the Customer's knowledge and experience. If, based on the information provided by the Customer, BMB Green comes to the conclusion that the Customer does not belong to the target market of the respective Security or Crypto Asset with regard to the Customer's knowledge and experience, BMB Green will inform the Customer accordingly.

Notwithstanding the appropriateness tests, BMB Green recommends that Customers obtain an overview of the respective risks of the contemplated Securities or Crypto transaction by means of the Help Center, key information documents and information sheets provided and, if applicable, by means of further information on the part of the issuer (e.g., securities prospectus) or from third parties (e.g., publications in the trading-related press).

Pursuant to Section 63 (11) of the German Securities Trading Act (WpHG), BMB Green does not perform an appropriateness test with respect to the following financial instruments:

- Shares admitted to trading on an organized market, on a market of a third country equivalent thereto or on a multilateral trading facility,
- ETFs, insofar as they are not complex financial instruments.

### **3.6. No investment advice**

BMB Green does not provide investment advice. The Customer carries out the transactions in financial instruments on their own responsibility, which is why BMB Green expressly refers to the following risk information.

### **3.7. Important risk information; general and product-related information on Securities investments**

#### **(a) Basic risks of Securities and Crypto transactions**

Transactions in financial instruments are subject to various risks, depending on the structure of the financial instrument. These include price risks and - in the case of Securities Transactions - credit risks (default risk or insolvency risk) of the issuer, up to and including the risk of total loss.

When deciding on a transaction in financial instruments, it should be noted in particular that the past price performance of a financial instrument is not in itself a guide to the future price performance of the financial instrument. The same applies to income generated in the past (e.g., interest or dividend payments by the issuer).

In the financial markets, the price of a financial instrument is subject to fluctuations. BMB Green has no influence on the price. Therefore, unlike, for example, the purchase of consumer goods by a consumer on the internet, there is no right of withdrawal of the Customer for individual transactions in financial instruments.

#### **(b) General and product-related information on Securities investments and investments in Crypto Assets**

Basic information on transactions in Securities can be accessed via the Help Center on the BMB Green Website.

In addition, the Customer can retrieve the legally required key information documents for so-called packaged investment products via the Application or have them sent to the Customer by email or post.

Basic information on the special features of Crypto Transactions and the significant and special additional risks associated in this respect is set out in the document entitled "Risk Information Crypto", which can also be accessed in the Application.

The Customer is responsible for obtaining further information on financial instruments. For example, issuers typically provide information on the Securities offered on their own websites.

#### **(c) Risks of trading via Terminal Devices**

BMB Green takes extensive precautions regarding the stability of mobile order placement via the Application. However, it cannot be ruled out that, despite these precautions, disruptions may occur when placing orders. Disruptions on the part of the Customer are conceivable, for example because the Customer's Terminal Device is lost, cannot be found, or the Terminal Device's Internet connection is not stable. As a result, there is a fundamental risk of delayed execution of Customer orders and - associated with this - of adverse price changes.

#### **(d) Risks of over-the-counter trading**

If the Customer instructs BMB Green to execute transactions in financial instruments over-the-counter (hereinafter "OTC"), special risks of OTC trading arise. There is no supervision comparable to the stock exchange supervision. Price fixing is also not subject to comparable supervision. Often, special regulations apply, which are specified by the counterparty. These include, for example, conditions on the cancellation of concluded transactions in the event that the trading partner has mistakenly concluded the transaction at a price which deviates significantly and obviously from the price which was in line with the market at the time the transaction was concluded (so-called mistrade regulations; see also Clause 20.5. and Clause 20.6. of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.)).

According to these rules, the contracting parties are obliged to cancel an OTC transaction at the request of one of the parties and if the requirements set out in the respective terms and conditions are met. The individual regulations for the definition of a mistrade and the cancellation of transactions vary depending on the contracting party. The Customer can always access these in the Application.

To the extent that BMB Green, as counterparty to a transaction, executes the delivery or takeover of financial instruments, BMB Green may cancel a transaction that BMB Green has mistakenly concluded at a price that deviates significantly and obviously from the price that was in line with the market at the time the transaction was concluded (so-called mistrade regulations; see also Clause 20.5. and Clause 20.6. of the Special Terms and Conditions for Securities Transactions with Execution Principles (Appendix 2.2.)).

The issuer, broker or other OTC trading platform may also discontinue OTC trading at any time, which may result in the Customer no longer being able to sell the Securities OTC without difficulty.

Corresponding significantly higher risks are also associated with OTC trading in Crypto Assets. The system operator risks, and trading venue risks associated with trading in Crypto Assets are explained in detail in the document Risk Information Crypto. The relevant mistrade rules for trading in Crypto Assets can be found in the Application.

#### **(e) Market manipulation**

Market manipulation is defined as behavior aimed at influencing price development on the capital markets through

unfair behavior and thereby achieving unjustified profits. With regard to market manipulation, there are extensive regulations, which are laid down in particular in the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and legal acts based on it. BMB Green has taken precautions to prevent typical practices of market manipulation. However, it is the responsibility and in the self-interest of each Customer to avoid market manipulation.

**(f) Stop-Loss Limits**

For stop-loss limits in Securities, the Customer cannot necessarily sell its Securities with a stop-loss limit at the specified stop-loss price. Rather, a stop-loss order merely generates an order to the marketplace, or a stop-loss order first leads to a comparison of the quotes on the marketplace with the stop-loss limit. It is still possible that the order will not be executed at the marketplace. This may be, for example, because the market maker itself refuses to trade in a volatile market or responds too late. Malfunctions in the trading software of the marketplace are also conceivable. This can go so far that the operator of the software suspends its functionality altogether. This means for the Customer's e stop-loss limit does not necessarily lead to a sale. Therefore, a stop-loss limit is no guarantee that an order will actually be executed.

**3.8. Custody of Securities**

BMB Green holds the Customer's Securities and uncertificated Securities in custody, with the exception of Crypto Assets acquired by the Customer. BMB Green observes the legal and regulatory requirements for the regularity of the custody business.

As a rule, German domestic securities are held in custody by Clearstream Banking AG, in Frankfurt, Germany, as a central securities depository, provided that the Securities are eligible for collective safe custody.

As long as BMB Green itself does not maintain a custody account with Clearstream Banking AG, the German Customers' domestic Securities are booked in a Custody Account of a sub-custodian (at the moment HSBC Trinkaus & Burkhardt AG) with Clearstream Banking AG. BMB Green has concluded a corresponding agreement with the respective sub-custodian. Following this agreement, the sub-custodian has to hold the Securities of the BMB Green Customers separately from the securities held by itself.

The sub-custodian is liable to BMB Green for any breaches of duty arising from the custody of Customers' Securities. BMB Green is in turn liable to the Customers themselves for the fulfillment of the contractual obligations under the Framework Agreement and the Special Terms and Conditions.

In the event of insolvency of BMB Green or the sub-custodian, BMB Green and the sub-custodian will keep Customers' Securities separate from any own holdings. This avoids a commingling of own holdings with Customer securities and ensures a right of segregation of the Customers regarding their securities. Only for fractional Securities held by the Customer, BMB Green may, if necessary, hold a cover holding as a proprietary holding.

Foreign securities are generally held in custody in the home market of the security in question or in the country in which the purchase was made. The respective securities statement provided by BMB Green to the Customer shows in which country BMB Green holds the Securities in custody.

BMB Green fulfills its custody obligations by providing and maintaining the Custody Account. This includes the following services in particular:

- Issuance of an annual Custody Account statement;
- Redemption of Securities and renewal of coupon sheets;
- Processing of subscription rights, warrants and convertible bonds;
- Passing on news from "*Wertpapier-Mitteilungen*" - an information provider regarding securities;
- Exchanging, deregistering and destroying certificates

In case of redemption of interest coupons, dividend coupons and income coupons as well as securities in foreign currencies or accounting units, BMB Green will issue a credit note to Customers in euros, unless otherwise agreed.

The details of the fulfillment of the custody duties are set out in Clauses 13 to 18 of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.).

To the extent that BMB Green books fractions into the Customer's Custody Account, BMB Green may hold a cover holding of securities in this respect in the Custody Account held by the sub-custodian together with the Customer's securities or in a separate Custody Account in BMB Green's name. BMB Green will ensure through appropriate safekeeping that the cover holding in a class of securities is at least equal to the sum of the fractions held by Customers in that class of securities. The Customer is not entitled to delivery of fractions from the cover holding for the fractions; rather, the Customer may dispose of fractions by sale (cf. Clause 2.5 of the Special Terms and Conditions for Savings Plan (Appendix 2.4.).

Crypto Assets, on the other hand, are held in custody by a Crypto Custodian in accordance with Clause 11 of the Special Conditions for Trading in Crypto Assets (Appendix 2.5.). Crypto Assets are held in centralized wallets by the Crypto Custodian commissioned by the Customer in accordance with its terms of use. For this purpose, the Customer concludes its own custody agreement with the Crypto Custodian for this purpose via the Application. BMB Green itself

does not assume custody of Crypto Assets for the Customer.

The Securities acquired by the Customer within the framework of the partial executions, will be booked into the Customer's Custody Account maintained with BMB Green.

### 3.9. Asset Protection Scheme

BMB Green is affiliated with the Compensation Scheme of Securities Trading Companies (*Entschädigungseinrichtung der Wertpapierhandelsunternehmen* – hereinafter "**EdW**"). Pursuant to Sec. 6 (1) of the German Deposit Guarantee and Investor Compensation Act (*Anlegerentschädigungsgesetz* – hereinafter "**AnlEntG**"), the EdW is established as a special fund of the German Federal Government with no legal capacity at the Credit Institute for Reconstruction (*Kreditanstalt für Wiederaufbau* – hereinafter "**KfW**"). The AnlEntG is the legal basis for the activities of EdW.

EdW provides compensation in accordance with the AnlEntG if an assigned securities trading company runs into financial difficulties and is no longer able to meet its obligations to its Customers arising from Securities Transactions. BaFin determines when this condition is met and publishes this decision in the Federal Gazette (*"Bundesanzeiger"*). The claim for compensation amounts to 90% of the investor's claim from Securities Transactions against BMB Green, up to a maximum of EUR 20,000.00. There is no claim for compensation if funds are not denominated in the currency of an EU member state or in euros. Further reasons for exclusion are set out in Sec. 3 (2) AnlEntG.

If BMB Green itself has to file for insolvency and any payments resulting from Securities Transactions have not yet been booked to the Omnibus Trust Account, the Customer is protected by the EdW - as described above - up to an amount of EUR 20,000.00. However, transactions in Crypto Assets (i.e., also so-called currency tokens) that are tradable via BMB Green do not count as Securities Transactions within the meaning of the AnlEntG (cf. Sec. 1 (2) no. 1 AnlEntG). Therefore, there is no statutory compensation scheme for transactions in Crypto Assets.

The Trust Banks engaged by BMB Green are affiliated with a statutory compensation scheme. Further information can be found in the information sheet for the depositor and on the website of the respective compensation institution. BMB Green will inform the Customer of the relevant compensation scheme.

## 4 Prices and distribution fees; information on costs and associated charges relating to investment services and ancillary investment services and transactions in Crypto Assets

### 4.1. Fees and costs

BMB Green charges the Customer the fees and costs for the provision of the financial commission business and the custody services as shown in the "List of Prices and Services" at the time the order is placed, or a service is used.

The Customer can view the current "List of Prices and Services" in the Application for Customers' Terminal Device and on the BMB Green Website. Upon request, BMB Green will send the Customer a current "List of Prices and Services" by email. In the event that an order is placed via the Application, the fees and costs associated with the execution of the transaction will be displayed to the Customer before the order is placed.

BMB Green provides the Customer with cost information once a year, which shows the actual costs incurred during the reporting period.

### 4.2. Waiver of distribution fees by the Customer

BMB Green may receive payments from third parties in connection with the transactions in financial instruments executed on behalf of the Customer. More detailed information on this is contained in Clause 4.2. of the Framework Agreement.

By concluding the Framework Agreement, the Customer agrees that BMB Green will retain the benefits provided by third parties. The Customer and BMB Green make the agreement, which deviates from the legal regulation of the law of agency (Sec. 675, 667 BGB, Sec. 384 HGB), that a claim of the Customer against BMB Green for the surrender of the distribution fees does not arise. Without this agreement, BMB Green - assuming the applicability of the law of agency to all transactions in financial instruments concluded between BMB Green and the Customer - would have to disburse the distribution fees to the Customer.

### 4.3. Additional costs and taxes not charged by BMB Green

In connection with the financial instruments acquired by the Customer, additional costs may be charged by third parties, and, in addition, taxes may be incurred.

The Customer should clarify the tax implications of acquiring, holding and disposing of or redeeming a Security and a Crypto Asset with its tax advisor or the relevant tax authority. The tax treatment depends on the personal circumstances of the respective Customer and may be subject to future changes. In addition, in the case of foreign Securities and Crypto Assets, special features may arise from the local tax law to which the Securities or Crypto Assets are subject.

Income from Securities and gains from the purchase and sale of Securities and Crypto Assets are generally subject to taxation. In addition, capital gains taxes and other taxes may be incurred in case of the payment of income or proceeds of sale (e.g., the so-called "withholding tax" in the USA). These may reduce the income or proceeds to be paid to the Customer.

The Customer does not incur any additional telecommunication costs apart from the prices agreed with the respective provider for maintaining an Internet connection.

**5. Right of withdrawal of the Customer**

Pursuant to Sec. 312g (2) no. 8 BGB, the Customer does not have an isolated right of withdrawal in the case of distance contracts for financial services with regard to the purchase of financial instruments, the price of which depends on fluctuations in the financial market, over which BMB Green has no influence, and which may occur within the

withdrawal period. For all financial instruments available through BMB Green, there is a dependence of the price on fluctuations in the financial market. Therefore, the exclusion of the right of withdrawal applies to all buy and sell orders placed through the Application.

Accordingly, the Customer is not entitled to an isolated statutory right of withdrawal for individual orders placed with BMB Green under the Framework Agreement. The Customer must therefore bear any price losses realized through a subsequent sale.

The Customer, on the other hand, shall have a right of withdrawal with regard to the conclusion of the Framework Agreement.

### Right of withdrawal regarding the Framework Agreement

#### Section 1

##### Cancellation

##### policy

You may withdraw your contractual declaration within 14 days without stating any reasons by means of a clear declaration. The period shall commence after conclusion of the contract and after you have received the contractual provisions including the General Terms and Conditions and all information listed below under Section 2 on a durable data carrier (e.g., letter, fax, email). To comply with the withdrawal period, it is sufficient to send the withdrawal in due time if the declaration is made on a durable data carrier. The withdrawal is to be sent to:

**BMB Green**

Köpenicker Straße

40c D-10179 Berlin

Germany

E-mail address: service-ie@bmbgreen.com

#### Section 2

##### Information required for the start of the withdrawal period

The information referred to in Section 1, sentence 2 shall include the following:

1. the identity of the entrepreneur; the public register of companies in which the legal entity is registered, and the corresponding register number or equivalent identifier must also be indicated;
2. the main business activity of the entrepreneur and the supervisory authority responsible for its authorization;
3. the summonable address of the entrepreneur and any other address relevant for the business relationship between the entrepreneur and the consumer, in the case of a legal entity, associations of persons or groups of persons, also the name of the authorized representative;
4. the essential characteristics of the financial service and information on how the contract is concluded;
5. the total price of the financial service, including all related price components, as well as all taxes paid via the entrepreneur or, if no exact price can be stated, its basis of calculation, which enables the consumer to verify the price;
6. additional costs, if any, as well as an indication of possible further taxes or costs not paid through or charged by the entrepreneur;
7. an indication that the financial service relates to financial instruments which, due to 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 entrepreneur has no control, and that returns generated in the past are not an indicator of future returns;
8. a time limit on the period of validity of the information provided, for example, the period of validity of time-

- limited offers, especially with regard to the price;  
9. details regarding payment and fulfillment;

the existence or non-existence of a right of withdrawal as well as the conditions, arrangements for the exercising of the right of withdrawal, in particular the name and address of the person to whom the withdrawal is to be declared, and the legal consequences of the withdrawal, including information on the amount which the consumer must pay for the service provided in the event of withdrawal, insofar as the consumer is obliged to pay compensation for lost value (underlying provision: Sec. 357 BGB);

10. the contractual terms of termination, including any contractual penalties;
11. the Member States of the European Union whose law the entrepreneur uses as a basis for establishing relations with the Consumer before concluding 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 withdrawal notice are communicated, as well as the languages in which the trader undertakes to communicate, with the consumer's consent, during the term of this contract;
14. the indication whether the consumer may use an out-of-court complaint and redress procedure to which the entrepreneur is subject and, if so, its access requirements.

### Section 3

#### Consequences of withdrawal

In the event of an effective withdrawal, the **services received by both parties shall be returned**. You are obligated to **pay compensation for the value** of the service provided up to the time of withdrawal if you were made aware of this legal consequence before submitting your contractual declaration and expressly agreed that we could commence with the performance of the service in return before the end of the withdrawal period. If there is an obligation to pay compensation for lost value, this may mean that you still have to fulfill the contractual payment obligations for the period until the withdrawal. **Your right of withdrawal shall expire prematurely if the contract has been completely fulfilled by both parties at your express request** before you have exercised your right of withdrawal. **Obligations to refund payments must be fulfilled within 30 days**. This period begins for you with the dispatch of your withdrawal, for us with its receipt.

#### Special notes

Upon withdrawal of this contract, you shall also no longer be bound by any contract related to this contract 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 withdrawal policy**



Appendix 1.2.  
Information on Handling Conflicts of  
Interest

## Appendix 1.2. Information on Handling Conflicts of Interest

BMB Green

### Appendix 1.2. Information on Handling Conflicts of Interest

BMB Green has taken precautions to ensure that potential conflicts of interest between BMB Green, BMB Green's management and employees, or other persons directly or indirectly related to BMB Green by control, and the Customer, or among Customers themselves, do not affect Customer interests.

Conflicts of interest may arise at BMB Green between BMB Green and its Customers, relevant persons employed by BMB Green or associated with BMB Green, including management, persons associated with BMB Green through control and other third parties in the investment services provided by BMB Green.

Conflicts of interest may arise in particular:

- from BMB Green's own (revenue) interest in the sale of financial instruments;
- in case of receipt or granting of benefits from third parties or to third parties in connection with investment services or transactions in crypto assets for the Customer (for example, settlement cost allowances from Execution Venues or counterparties for the routing of Customer orders by BMB Green);
- through performance-based compensation of BMB Green's management and/or employees;
- by granting benefits to BMB Green employees;
- from BMB Green's relationships with issuers of financial instruments;
- by obtaining information that is not publicly known;
- from personal relationships of BMB Green's employees or management or persons associated with them, or
- in the participation of these persons in supervisory or advisory boards.

BMB Green itself, as well as its management, are obliged, in accordance with the legal basis, to provide the aforementioned investment services and ancillary investment services honestly, fairly and professionally in the interest of the Customer and to avoid conflicts of interest as far as possible. To this end, BMB Green has taken organizational precautions to identify and counteract such conflicts of interest.

At BMB Green, both the management itself and the compliance area are responsible for preventing and managing conflicts of interest. The compliance department is headed by an independent compliance officer.

Specifically, BMB Green takes the following measures, among others, to avoid conflicts of interest:

- All employees for whom conflicts of interest may arise in the course of their work are required to disclose all their transactions in financial instruments. Employee transactions that may conflict with Customer interests are not permitted;
- Transparency in pricing;
- Ongoing control of all transactions BMB Green makes, executes and forwards for its Customers;
- Orders are executed only at the execution venue specified by the Customer, i.e. BMB Green has no influence on the execution venue after the order has been placed; the only exception to this is the situation where the specified trading venue fails;
- Regulations on the acceptance of gifts and other benefits (gifts-and-entertainment policy);
- Continuing education of management and employees.

BMB Green would like to draw the Customer's attention to the following issues in particular:

BMB Green also receives payments from third parties for the execution of orders in financial instruments (see Clause 4.2. of the Framework Agreement). The collection of these payments and benefits or other incentives serves to provide and further develop an efficient and high-quality infrastructure (i.e., in particular the Application) for the acquisition, monitoring and sale of a broad range of financial instruments for the Customer. BMB Green discloses the receipt of the payments to the Customer on an annual basis.

Finally, BMB Green may receive gratuitous benefits from other service providers, such as financial analysis or other informational materials, training and, in some cases, technical services and equipment to access third party information and dissemination systems. The receipt of such gratuities is not directly related to the services provided to the Customer; BMB Green uses these gratuities to provide and continuously improve its services to the high quality claimed by the Customer.

If conflicts of interest are nevertheless unavoidable in individual cases, BMB Green will inform the Customer accordingly.

If requested by the Customer, BMB Green will provide further details on the potential conflicts of interest.

Appendix 2.1.  
Special Terms and Conditions for  
Terminal Devices

BMB Green

**Appendix 2.1.  
Special Terms and Conditions for Terminal Device**

**1. Transaction processing via the Terminal Device; pairing of the Mobile Device**

- 1.1. BMB Green shall provide the Customer with an Application for supported Terminal Devices, which allow the placing and processing of orders as well as administration of the Customer's credit balance maintained in the Omnibus Trust Account via the Customer's Terminal Device. The Terminal Device must be equipped with Internet access. The Customer must install the latest software version of the Application onto the mobile device (hereinafter "**Mobile Device**").
- 1.2. The Customer therefore generally requires their own Mobile Device equipped with internet access and a current operating system in order to conduct transactions in financial instruments under the Framework Agreement and to transfer any of the Customers' credit balance to the Reference Account. The Terminal Devices and operating systems supported by the BMB Green Application can be found on the BMB Green Website. If BMB Green discontinues supporting a certain Terminal Devices or operating systems, BMB Green will inform the Customer via a message in the Mailbox (Timeline) at least two months before the support is discontinued.
- 1.3. The Customer's mobile phone number is linked to the Custody Account via the Mobile Device used by the Customer when opening the Custody Account. In this way, BMB Green ensures that the Custody Account can only be accessed via the Mobile Device validated via the mobile number. Since the Mobile Device is used as a personal authentication device, only one Mobile Device can be linked to the Customer's Custody Account at a time.
- 1.4. BMB Green also verifies the email address entered by the Customer in the Application when opening a Custody Account or in the event of a subsequent change of email address. This ensures that BMB Green can reach the Customer at any time on an electronic communication channel outside the Application. The Customer is obligated to enter only one email address in the Application, to which the Customer has exclusive and - due to the continuous information by BMB Green to the Customer in the course of the business relationship - regular access. The Customer must also regularly check the email account belonging to the email address for messages from BMB Green. This applies in particular in connection with trading problems via the Application or other trading channels. The Customer is obligated to use the email account registered with BMB Green for correspondence with BMB Green. BMB Green is not obliged to accept and process messages sent via other email addresses.
- 1.5. Likewise, the Customer shall without undue delay enter a new email address in the Application in case the Customer should no longer have regular access to the registered email address. In the event that the Customer grants third parties' access to its email account, it shall instruct these third parties not to delete or otherwise remove any emails from BMB Green without the Customer's knowledge.

**2. Access to the user account and Custody Account (log in)**

- 2.1. The access to the user account (hereinafter "**User Account**") and the Custody Account shall be provided through the current access and authentication procedure available in the Application.
- 2.2. BMB Green shall only connect one Mobile Device with the Custody Account at a time. Login to the User Account and Custody Account is only possible from the paired Mobile Device. If a new Mobile Device is used, it must first be paired with the User Account and Custody Account using the procedure provided by BMB Green at that time. It is currently not possible to use the Application on two Terminal Devices simultaneously for a given User Account and Custody Account.
- 2.4. BMB Green reserves the right to establish other security procedures for access to the User Account and Custody Account at any time, within reason. The Customer shall be informed about this via a message in the Mailbox (Timeline).

**3. Authorization of orders**

- 3.1. The authorization of Customer orders and the payments of Customer credit balances to the Reference Account is carried out after logging in via the Application or other ways of communication by means of Customer authentication. For Customer authentication, two factors are required in accordance with the current authentication procedures published by BMB Green on the BMB Green Website and visible in the Application.
- 3.2. To authorize a Customer order, the Customer must first select a financial instrument to buy or sell in the Application. The Customer can view the process of placing binding orders and the options for cancelling orders in the Application and on the BMB Green Website.
- 3.3. BMB Green reserves the right, within reason, to determine other authentication procedures for the authorization of Customer orders and the payment of Customer balances in favor of the Reference Account at any time. The Customer shall be informed about this via a message in the Mailbox (Timeline).

## Appendix 2.1. Special Terms and Conditions for Terminal Device

**4. Cooperation by the Customer; obligations of the Customer**

- 4.1. When placing orders in financial instruments, the Customer must follow the user guidance in the Application and check all data entered or selected by the Customer for completeness and correctness. BMB Green cannot execute an order if all requested data has not been entered completely by the Customer. In case of incomplete data entry, the Customer will be informed without undue delay by the Application.
- 4.2. In the event of loss of security features and the associated loss of access to the Application or the risk of unauthorized third parties gaining knowledge, the Customer must report the loss to BMB Green and follow the process provided by BMB Green for this case to restore access to the Application. For this purpose, BMB Green provides information on the BMB Green Website.
- 4.3. The Customer shall ensure that third parties do not gain access to the security features that the Customer requires to access the User Account and Custody Account or to authorize orders. In particular, the Customer may not store the security features on a Terminal Device accessible to third parties without protecting them from access by third parties. When entering security features, the Customer must also ensure that they cannot be spied out by third parties.
- 4.4. The Customer must also not grant third parties unsecured access to the Terminal Device. BMB Green recommends that the Customer always lock his mobile device with a code. In addition, the Customer must ensure that the operating system of the mobile device is always equipped with the latest (security) update.
- 4.5. The Customer is obliged to inform BMB Green immediately if misuse, i.e., especially unauthorized or fraudulent use, of the Customers' Terminal Device is to be feared. This applies in particular in the case of loss of the Terminal Device or the SIM card of the Mobile Device or if there is a possibility that a third party has gained knowledge of the security features.
- 4.6. The Customer must notify BMB Green immediately upon discovery of an unauthorized or incorrectly executed order for the purchase or sale of financial instruments or an unauthorized or incorrectly executed withdrawal of the Customer's credit balance. The Customer also has the obligation to immediately report any misuse to the police without undue delay if the misuse gives rise to serious suspicion of a criminal offense.
- 4.7. The Customer must also observe the security instructions available in the Application.

**5. Blocking of access**

- 5.1. BMB Green is entitled to block access to the Custody Account in whole or in part if this is justified by factual reasons related to the security of online brokerage and / or personalized security features.
- 5.2. Authorization to block access exists if unauthorized or fraudulent use of the security features is suspected or feared. The suspicion of an unauthorized or fraudulent use of the personalized security features exists in particular if there are repeated failed attempts to log in to the Application, the check within the access and authentication procedure is repeatedly unsuccessful, or the Application reports that it is not running on an operating system permitted by the manufacturer (e.g., by jailbreak).
- 5.3. BMB Green may also initiate to block access to the Custody Account if BMB Green is entitled to terminate the Framework Agreement for good cause.
- 5.4. BMB Green will notify the Customer about a blocking of access to the Custody Account without undue delay.

Appendix 2.2.

Special Terms and Conditions for  
Securities Transactions and Execution Policies

BMB Green

**Appendix 2.2.**  
**Special Terms and Conditions for Securities Transactions and Execution Policies**

These Special Terms and Conditions shall apply to the purchase or sale as well as to the custody of Securities, including when the rights are not represented by certificates.

**1. Execution of Securities Transactions as commission business**

**1.1. Execution with other market participants or central counterparties**

Subject to Clause 1.2. of this Appendix 2.2., BMB Green concludes a purchase or sale transaction with another market participant or a central counterparty for the account of the Customer within the scope of the commission or instructs another commission agent (hereinafter "Intermediary Commission Agent") to conclude an Execution Transaction. In the context of electronic trading on an exchange, the Customer's order may also be executed directly against BMB Green or the Intermediary Commission Agent if the conditions of exchange trading permit this.

Once an Execution Transaction has been concluded with another market participant or a central counterparty, payment and booking will take place within the execution deadlines applicable to the respective Execution Venue. BMB Green credits traded Securities to the Custody Account or debits the Custody Account accordingly.

**1.2. Execution by means of self-execution by BMB Green**

To the extent that orders in Securities Transactions between BMB Green and the client cannot be fulfilled in whole or in part by means of a purchase or sale transaction with another market participant or a central counterparty, BMB Green may, at its own discretion, deliver or take delivery of the securities concerned in whole or in part itself.

**2. Execution Policies for Securities Transactions**

BMB Green executes Securities Transactions in accordance with its Execution Policies prevailing at the time of execution. BMB Green informs the Customer about these Execution Policies. The currently valid Execution Policies are attached to these Special Terms and Conditions for information purposes. BMB Green will amend the Execution Policies on an ongoing basis in accordance with regulatory requirements and will inform Customers of the amendments to the Execution Policies in the Mailbox (Timeline).

**3. Market Practices; Notification; Price**

**3.1. Applicability of legal provisions; Market practices; General terms and conditions**

Execution Transactions are subject to the legal regulations and business conditions (hereinafter "Market Practices") applicable to securities trading at the execution venue; in addition, any general terms and condition of business and other contractual conditions of BMB Green's contracting party apply.

**3.2. Notification**

BMB Green will inform the Customer, without undue delay, about the execution of the order. If the Customer's order was executed directly in electronic trading on an exchange against BMB Green or the Intermediate Commission Agent, no separate notification is required. The Customer waives receipt of a declaration of exercise of BMB Green's right to take partial or full delivery or takeover of Securities (Clause 1.2. of this Appendix 2.2.).

**3.3. Price of the Execution Transaction; Fee; Expenses**

BMB Green settles the price of the Execution Transaction with the Customer; BMB Green is entitled to charge the agreed fee. A possible claim of BMB Green for reimbursement of expenses is governed by the statutory provisions.

Please note for buy or sell orders in financial instruments, the displayed prices in the Application are only indicative buying and selling prices or quotes of the Execution Venue. BMB Green and the Execution Venues cannot guarantee the execution of a buy or sell order at the displayed prices themselves.

**4. Requirement for adequate credit balance; Custody Account balance**

BMB Green has the right to refuse the acceptance of Customer orders for the purchase of Securities. A corresponding rejection will be displayed to the Customer in the Application. No commission contract on the specific transaction between BMB Green and the Customer is concluded prior to the acceptance of an order in the Application. If BMB Green accepts an order, BMB Green is nevertheless only obligated to execute the order or exercise subscription rights to the extent that the Customer's credit balance or Custody Account balance is sufficient for execution and no other provisions of the Framework Agreement prevent execution. If BMB Green does not execute the order in whole or in part, BMB Green will inform the Customer without undue delay.

**5. Validity period of unlimited price orders**

An unlimited price order is valid for one trading day only; an unlimited price order cannot be placed outside the trading hours offered by BMB Green, which BMB Green publishes on its website, and which can be viewed in the Application. If the order is not executed, BMB Green will notify the client without undue delay.

**6. Validity period of limited price orders**

A limited price order is valid until the close of trading of the period selected by the Customer, unless the limited price order is deleted from the Execution Venue. BMB Green will inform the Customer about the validity period of the order within the order confirmation as well as about a possible deletion of the order. The Customer is obliged to delete price-limited orders if the Customer's Custody Account does not have sufficient funds to execute the order.

**7. Validity period of orders for the purchase or sale of subscription rights**

Unlimited price orders for the purchase or sale of subscription rights shall be valid for the whole duration of the subscription rights trading. Limited price orders for the purchase or sale of subscription rights shall expire at the end of the penultimate day of subscription rights trading. The period of validity of orders for the purchase or sale of foreign subscription rights shall be determined in accordance with the relevant foreign Market Practices. Clause 15.1 of this Appendix 2.2 shall apply to the treatment of subscription rights which are part of the Customer's Custody Account on the last day of subscription rights trading.

**8. Expiration of current orders****8.1. Dividend payments, other distributions, granting of subscription rights, capital increase from company funds**

Limited price orders for the purchase or sale of shares at German domestic Execution Venues shall expire in the event of dividend payments, other distributions, the granting of subscription rights or a capital increase from company funds, at the end of the trading day on which the shares are last traded including the aforementioned rights, provided that the respective regulations of the execution venue provide for an expiration of orders. In the event of a change in the pay-in ratio of partly paid shares or in the par value of shares and in the event of a share split, limited price orders shall expire at the end of the trading day preceding the day on which the shares are listed with the increased pay-in ratio or with the changed par value or split.

**8.2. Suspension of price fixing**

In the event that the fixing of prices at a German domestic Execution Venue is suspended due to special circumstances affecting the issuer, all Customer orders for the Securities concerned to be executed at this Execution Venue shall expire, if the conditions applying in the Execution Venue provide for this

**8.3. Execution of Customer Orders at Foreign Execution Venues**

When executing Customer orders at foreign Execution Venues, the Market Practices of the foreign Execution Venues shall apply in this respect.

**8.4. Notification**

BMB Green will notify the Customer without undue delay of the expiration of a Customer order via the Mailbox (Timeline).

**9. Liability of BMB Green in commission transactions**

The Customer can view the liability rules and exclusions applicable to the respective Execution Venue in the Application prior to placing an order. Until the conclusion of an Execution Transaction, BMB Green is only liable for the careful selection and instruction of an Intermediary Commission Agent. In all other respects, the provisions of the mandate law ("*Auftragsrecht*") of the BGB and the commission law ("*Kommissionsrecht*") of the HGB shall apply.

**10. Settlement of Securities Transactions in the German market**

BMB Green settles Securities Transactions in the German market, unless the following conditions or other agreements provide for the acquisition outside of Germany.

**11. German domestic acquisition**

In the case of German domestic settlement, BMB Green provides the Customer with co-ownership of the collective custody ("*Girosammel-Depotgutschrift*" – hereinafter "*GS-Credit*"), provided that the Securities are admitted to collective safe custody at the German central securities depository (Clearstream Banking AG).



**12. Acquisition outside of Germany****12.1. Acquisition agreement**

BMB Green acquires Securities outside of Germany if (1) BMB Green, as a commission agent, executes buy orders in German domestic or foreign Securities outside of Germany or (2) BMB Green, as a commission agent, executes buy orders in foreign Securities that are traded on the exchange or OTC in Germany but are usually acquired outside of Germany.

**12.2. Involvement of intermediary custodians**

BMB Green will arrange for the Securities acquired outside of Germany to be held in custody outside of Germany. For this purpose, BMB Green will engage another German domestic or foreign custodian or entrust one of its foreign offices with this task. The safekeeping of the Securities is subject to the legal provisions and Market Practices of the place of safekeeping and the general terms and conditions applicable to the foreign custodian(s).

**12.3. Securities held on a trust-custody basis (“Wertpapierrechnung”)**

BMB Green will, at its due discretion, while safeguarding the interests of the Customer, procure ownership or co-ownership of the Securities or another equivalent legal status customary in the country of custody and hold this legal status in trust for the Customer. For this purpose, it shall issue the Customer with a credit note in the Custody Account (“Gutschrift in Wertpapierrechnung” - hereinafter “WR-Credit”) stating the foreign country in which the Securities are located (so-called country of deposit).

**12.4. Cover holding**

BMB Green is only required to fulfill the Customer's delivery claims arising from the WR-Credit issued to the Customer from the cover holdings maintained by BMB Green outside of Germany. The cover holding consists of the Securities of the same class held in custody in the country of custody for the Customer and for BMB Green. A Customer to whom a WR-Credit has been issued therefore bears proportionally all economic and legal disadvantages and damages which should affect the cover holding as a result of force majeure, riot, acts of war and natural disasters or through other access by third parties outside of Germany for which BMB Green is not responsible or in connection with dispositions by German domestic or foreign authorities.

**12.5. Treatment of the consideration**

If a Customer has to bear disadvantages and damages to the cover holdings according to Clause 12.4. above, BMB Green is not obliged to refund the purchase price to the Customer.

**13. Custody Account statement**

BMB Green issues a quarterly Custody Account statement.

**14. Redemption of Securities / sheet renewal****14.1. Securities held in custody in German domestic custody**

In the case of Securities held in German domestic custody, BMB Green will ensure the redemption of interest coupons, dividend coupons, income coupons and redeemable Securities upon their maturity. The equivalent value of interest coupons, dividend coupons, income coupons and maturing Securities of any kind will be credited subject to BMB Green's receipt of the amount, even if the Securities are payable at BMB Green itself. BMB Green will obtain new interest, dividend and income coupons (so-called coupon renewal).

**14.2. Securities held in foreign custody**

The obligations set out in Clause 14.1. shall be imposed on the foreign custodian in the case of Securities held in safe custody outside of Germany.

**14.3. Drawing and Termination of Bonds**

In the case of bonds held in domestic custody, BMB Green monitors the time of redemption as a result of drawing and cancellation on the basis of the publications in the “Wertpapier-Mitteilungen”. In the case of a draw for redeemable bonds held in custody outside of Germany, which is carried out on the basis of their deed numbers (number draw), BMB Green will, at its discretion, either assign deed numbers to the Customer for the Securities credited to the Customer in Custody Account for the draw purposes or, in an internal draw, allocate the amount attributable to the holdings of the Customers. This internal draw shall be carried out under the supervision of a neutral auditing agency; it may instead be carried out using an electronic data processing system, provided that a neutral draw is guaranteed.

**14.4. Redemption in foreign currency**

If interest coupons, dividend coupons and income coupons as well as matured Securities are redeemed in foreign currency or units of account, BMB Green will credit the redemption amount to the Customer's account in this currency,

provided that the Customer maintains an account in this currency. Otherwise, BMB Green will credit the Customer's account in

Euro, unless otherwise agreed.

**15. Treatment of subscription rights / warrants / convertible bonds**

**15.1. Subscription rights**

BMB Green will notify the Customer of the granting of subscription rights if an announcement to this effect has been published in the "*Wertpapier-Mitteilungen*". If BMB Green has not received any other instructions from the Customer by the end of the penultimate day of subscription rights trading, BMB Green will sell all German domestic subscription rights belonging to the Customer's Securities portfolio at the best price; BMB Green may have foreign subscription rights sold at the best price in accordance with the Market Practices applicable outside of Germany.

**15.2. Option and conversion rights**

BMB Green will notify the Customer of the expiration of rights arising from warrants or conversion rights arising from convertible bonds with a request for instructions, if reference has been made to the expiration date in the "*Wertpapier-Mitteilungen*".

**16. Forwarding information**

If information concerning the Customer's Securities is published in the "*Wertpapier-Mitteilungen*" or if BMB Green is provided with such information by the issuer or by its foreign custodian/intermediary custodian, BMB Green will bring such information to the Customer's attention to the extent that it may have a material effect on the Customer's legal position and notification of the Customer is necessary to protect the Customer's interests. In particular, it will notify information about statutory settlement and exchange offers, voluntary purchase and exchange offers or reorganization procedures. Notification may be omitted if the information has not been received by BMB Green in time or if the measures to be taken by the Customer are economically unjustifiable because the costs incurred are disproportionate to the potential claims of the Customer.

**17. Duty of examination of BMB Green**

BMB Green checks once on the basis of the announcements in the "*Wertpapier-Mitteilungen*", upon delivery of securities certificates whether they are affected by loss reports (so-called opposition), payment stops and the like. The check for the bidding procedure for the declaration of the invalidity of securities certificates is also carried out after the Securities have been deposited.

**18. Exchanging, deregistering and destroying certificates**

**18.1. Instrument conversion**

BMB Green may, without prior notice to the Customer, comply with a request to submit securities certificates published in the "*Wertpapier-Mitteilungen*", if such submission is obviously in the Customer's interest and does not involve an investment decision (such as, e.g., following the merger of the issuer with another company or if the content of the securities certificate is incorrect). The Customer shall be informed of this.

**18.2. Deregistration and destruction after loss of securities status**

If the securities certificates held in safe custody for the Customer lose their status as Securities due to the expiry of the rights evidenced therein, they may be deregistered from the Customer's Custody Account for the purpose of destruction. As far as possible, certificates held in safe custody in Germany shall be made available to the Customer upon request. The Customer shall be informed of the deregistration, the possibility of delivery and the possible destruction. If the Customer does not give any instructions, BMB Green may destroy the documents after a period of two months after sending the notification to the Customer.

**19. Liability in connection with custody**

**19.1. German domestic custody**

In the case of German domestic safekeeping of Securities, BMB Green is liable for any fault on the part of its employees and the persons it instructs to fulfill its obligations ("*Erfüllungsgehilfe*"). To the extent that a GS-Credit is issued to the Customer, BMB Green is also liable for the fulfillment of Clearstream Banking AG's obligations.

**19.2. Foreign custody**

In the case of safekeeping of Securities outside of Germany, BMB Green's liability is limited to the careful selection and instruction of the foreign custodian or intermediary custodian engaged by it. In the case of an intermediate custody by Clearstream Banking AG or another German domestic intermediary custodian as well as a custody by its own foreign branch, BMB Green is liable for their fault.

**20. Miscellaneous****20.1. Request for information**

Foreign securities, which are acquired or sold outside of Germany or which a Customer of BMB Green has held in safe custody in Germany or outside of Germany, are regularly subject to a foreign legal system. Rights and obligations of BMB Green or the Customer are therefore also determined by this legal system, which may also provide for the disclosure of the Customer's name. BMB Green will provide corresponding information to foreign authorities insofar as it is obligated to do so; it will notify the Customer of this.

**20.2. Deposits / transfers**

The Customer may only deposit Securities in its Custody Account which the Customer can trade via an Execution Venue to which BMB Green is connected. If the Customer requests security instruments to be held in custody outside of Germany, a WR-Credit will be issued to the Customer in accordance with these Special Terms and Conditions.

**20.3. Settlement of fractions**

When carrying out corporate actions (e.g., combining several shares into one share or exchanging shares), fractions of Securities may arise in the Customer's Custody Account. Provided that a realization is possible, and the fractions are not fund shares, BMB Green will combine the fractions of all affected Customers and sell them at a market place selected by BMB Green at a fair market price. BMB Green will credit the portion of the proceeds attributable to the Customer after deducting any fee agreed with the Customer. To the extent that fractions of Securities are not realizable, the Custody Account of the Customer may be closed only after the Customer has issued an instruction to BMB Green for the cancellation of securities with respect to such fractions.

**20.4. Short Positions**

The Customer is not permitted to sell Securities that are not in the Customer's Custody Account maintained with BMB Green at the time of the transaction.

If a transaction results in a so-called short position, BMB Green may delete such orders on behalf of the Customer. BMB Green is also entitled to compensate the Customer for any so-called short positions that have arisen at the expense of the Customer by acquiring the respective Securities.

**20.5. Mistrades and Misquotes in the execution of orders via trading partners**

For the execution of commission orders placed by the Customer, BMB Green uses, among others, the respective electronic trading system provided by the Execution Venues or trading partners (hereinafter referred to as "**Trading Partners**"). The agreements concluded with the Trading Partners provide for a reversal option in the event of the formation of prices, which are not in line with the fair market price.

If, in connection with the execution of a Customer order, the Trading Partner mistakenly uses an incorrect price as a basis due to a technically justified malfunction of the trading system or due to an operating error or similar reasons, which deviates significantly and obviously from the market-adequate price - the reference price - at the time of the conclusion of the transaction (mistrade or misquote), the Trading Partner is entitled to a contractual right of withdrawal/cancellation vis-à-vis BMB Green. In this case, BMB Green will also cancel the execution of the entire Securities Transaction vis-à-vis the client.

The Customer can view the regulations on mistrades or misquotes of the individual Execution Venues in the Application.

**20.6. Mistrades and Misquotes when executing orders via BMB Green**

To the extent that BMB Green itself executes Customer orders on its own account, either in part or in full, the parties reserve the right in each case to cancel trades that have been concluded due to erroneous quotes or on the basis of prices that are not in line with the market. In this case, the canceling Party shall reverse the execution of the entire Securities transaction vis-à-vis the other Party.

In particular, a quote shall be considered erroneous if it deviates significantly and obviously from the market-adequate price at the time the quote was placed due to a technically caused malfunction of the trading system or due to an operating error. The correction shall be made without undue delay after the error has been detected, at the latest 48 hours after execution of the Customer order.

BMB Green, when deciding on a retroactive transaction cancellation, must take into account both the Customer's interest in a price that corresponds to the actual market situation and the Customer's confidence in the existence of the established and published price. In case of an immediate correction of the price after its entry, the Customer's interest in a price corresponding to the market situation regularly prevails.

The canceling Party shall inform the other Party about the cancellation in written and electronic form.

### Execution Policy (informational)

BMB Green, as an investment services company, is obliged to strive for the best possible execution of Customer orders (hereinafter: "Securities Orders"). In this context, BMB Green shall establish Execution Policies and inform the Customer of these Execution Policies prior to the first provision of investment services and obtain the Customer's consent to these Execution Policies.

However, if an investment services company acts on behalf of the Customer's instructions, this obligation shall be deemed to have been fulfilled upon execution of the instructions.

#### Personal and material scope of application

These basic principles for executing orders apply to those Customers who have entered into a Framework Agreement with BMB Green. They apply to the Securities Orders placed by the Customer under the Framework Agreement.

#### Order execution

An order execution in this sense occurs when BMB Green concludes a corresponding Execution Transaction with another party on an appropriate market by way of commission trading for the account of the Customer. BMB Green is also authorized to commission another trading partner as an Intermediary Commission Agent with the execution of the transaction.

BMB Green offers various execution channels and Execution Venues for the execution of orders. Orders may be executed on exchanges or other trading venues, both in floor trading on the one hand and in electronic trading on the other hand.

To the extent that orders in Securities Transactions between BMB Green and the Customer cannot be fulfilled in whole or in part by means of a purchase or sale transaction with another market participant or a central counterparty, BMB Green may, at its own discretion, deliver or take delivery of the relevant Securities itself, in whole or in part.

#### Selection criteria

BMB Green's selection criteria for the Execution Venues offered to the Customer are primarily based on the total fee resulting from the execution of the Securities Order at the Execution Venue for the Customer. The total fee results from the price for the security and all costs associated with the execution of the Securities Order. The costs to be taken into account when calculating the total fee include fees and charges of BMB Green or the Execution Venue, costs for clearing and settlement and all other fees paid to third parties involved in the execution of the order.

BMB Green will also consider other execution factors and relevant criteria such as market model, liquidity, speed and likelihood of execution, technical infrastructure, regulations and security of settlement when selecting its Trading Partners.

For the selection of Trading Partners, BMB Green also considers existing exchange access, access to multilateral trading systems or access to liquidity pools or the Trading Partner's capacity as a systematic internalizer.

#### Execution Venues

BMB Green offers Customers only a limited selection of tradable securities as well as Execution Venues and execution channels.

BMB Green has decided to do so in order to be able to offer efficient and at the same time cost-effective execution of Securities Orders. A connection to several Execution Venues would entail a considerable additional administrative effort on the part of BMB Green. BMB Green would like to avoid the associated costs in the interest of its Customers. BMB Green considers this approach to be suitable for an online broker who wants to enable low-cost Securities Orders to achieve a consistent best execution in the interest of the Customer. BMB Green regularly reviews the price and execution quality of the connected Trading Venues.

The Customer therefore has only a limited choice of Trading Venues with respect to which the Customer can instruct BMB Green to execute Securities Orders.

In order to enable the Customer to make an informed decision on an Execution Venue, BMB Green provides comprehensive information in the Application, as well as a detailed presentation of the fees for the Execution Venues offered and current price data.

In addition, BMB Green provides further information on the Execution Venues and Trading Partners offered in the Application. In particular, the Customer can also view the regulations on mistrades for the individual marketplace that may be relevant in the case of an OTC execution (see also Clause 20.5. and 20.6. of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.)).

The Customer can view the further information on the execution rules at the connected Execution Venue in the Application when placing the order. With the instruction in the context of the order placement the Customer confirms that he/she agrees with the execution rules.

**Special notes**

## Appendix 2.2. Special Terms and Conditions for Securities Transactions and Execution Policies

The prices for the Securities currently displayed in the Application (so-called quotes) are indicative and represent an invitation to submit offers. Securities Transactions are only concluded when BMB Green submits an offer to the Trading Partner on the basis of the Customer's order for the conclusion of Securities Transactions, which can be accepted by the Trading Partner at the current price or BMB Green itself executes the delivery or takeover of the Securities.

The use of electronic aids for quote requests and concluding trades (so-called quotemachines) by Customers is considered improper use of the trading system by both BMB Green and its Trading Partners.

**Customer instruction**

BMB Green accepts orders to buy or sell Securities exclusively on the basis of a Customer's instruction. The Customer shall instruct BMB Green on which of the offered Execution Venues the order is to be executed. Due to the limited choice of Execution Venues described above, this applies even if only one Execution Venue is offered via the Application.

For some of the tradable Securities or certain volumes of tradable Securities, only an instruction for execution outside Trading Venues within the meaning of Sec. 2 (22) WpHG is possible. BMB Green will point out this circumstance in the Application before placing the order. In this case, the Customer expressly agrees to the execution outside of a Trading Venue within the meaning of Sec. 2 (22) WpHG by giving instructions when placing the order.

BMB Green is bound by the instructions given by the Customer in the Application when placing the Securities Order. The Customer therefore bears the risk of selecting the appropriate Execution Venue. The Customer is required to inform him-/herself about the criteria relevant to him with regard to the Execution Venue before issuing the instruction.

If orders in Securities Transactions between BMB Green and the Customer cannot be completely or partially fulfilled by the Execution Venue determined by the Customer's instructions, BMB Green may, at its own discretion, deliver or take over the Securities concerned itself, either partially or completely. BMB Green will point out this circumstance in the Application before placing the Securities Order. In this case, the Customer expressly agrees to the execution outside of a trading venue in the sense of Sec. 2 (22) WpHG.

**Risks of trading outside trading venues**

If the Customer instructs BMB Green to execute transactions in financial instruments outside of trading venues, special risks also arise. There is no supervision comparable to the stock exchange supervision. Price fixing is also not subject to comparable supervision. Often, special regulations apply which are specified by the counterparty. These include, for example, conditions on the cancellation of concluded transactions in the event that the counterparty has mistakenly concluded the transaction at a price that deviates significantly and obviously from the price in line with the market at the time the transaction was concluded (so-called mistrade regulations; see also Clause 20.5. of the Special Conditions for Securities Transactions and Execution Policies (Appendix 2.2.)). According to these rules, the contracting parties are obliged to cancel a legal transaction at the request of one of the parties and if the conditions set out in the respective terms and conditions are met. The individual regulations for the definition of a mistrade and the cancellation of transactions vary depending on the contracting party. The Customer can always access them in the Application.

To the extent that BMB Green, as counterparty to a transaction, executes the delivery or takeover of financial instruments, BMB Green may cancel a transaction that Trade Republic has mistakenly concluded at a price that deviates significantly and obviously from the price that was in line with the market at the time the transaction was concluded (so-called mistrade regulations; see also Clause 20.6. of the Special Terms and Conditions for Securities Transactions and Execution Policies (Appendix 2.2.)).

**Review of the principles**

BMB Green reviews the Execution Policies on a regular basis, at least once a year. BMB Green monitors the quoting and execution quality of the Execution Venues that can be selected by the Customer via the Application. BMB Green carries out the review in particular if there is a significant change in the market environment, which could result in the need for changes with regard to the Execution Policy. The Customer can view the applicable Execution Policy in the Application. They are also available on the website. BMB Green will also post the amended Execution Policy in the Customer's Mailbox (Timeline) in the Application.

Appendix 2.3.  
Special Terms and Conditions for Mailbox (Timeline)

BMB Green



**Appendix 2.3 Special Terms and Conditions for Mailbox (Timeline)****1. Placement of documents in the Mailbox (Timeline); notification by email**

- 1.1. BMB Green shall provide the Customer with all documents (e.g., Custody Account statements, Securities and Crypto Asset statements, debit notes regarding the Customer's credit balances) in the Mailbox (Timeline) set up for the Customer, unless otherwise agreed or required by law. This Mailbox (Timeline) all relevant communication from BMB Green to the Customer is historically stored.
- 1.2. BMB Green will, at its sole discretion, notify the Customer via push notification of the Application or via email, as soon as BMB Green has posted a Document to the Mailbox (Timeline).

**2. Obligation of the Customer; access by the Customer**

- 2.1. The Customer is responsible for regularly accessing the documents posted in the Mailbox (Timeline) and checking them for accuracy and completeness.
- 2.2. Complaints are to be communicated to BMB Green without undue delay in text form by email or via the Application. In addition, the objection period pursuant to Clause 3 of the Special Terms and Conditions Omnibus Trust Account and Clearing Account (Appendix 3.1.) shall apply to the booking overviews sent quarterly and the Customer's credit balance shown therewith.
- 2.3. The Parties agree that the access to documents shall be made by placing the document in the Mailbox (Timeline) and this is where the receipt of the documents shall take place. The parties further agree that the documents shall be deemed to have been received no later than on the business day following the day on which the document was posted in the Mailbox (Timeline), if the Customer was notified of the posting of a document via the push function of the Application or via email.

**3. Exception: Paper transmission**

- 3.1. BMB Green is willing to provide the Customer with paper deposit statements and statements of the Customer's Clearing Account at the Customer's expense for a period of ten years.
- 3.2. BMB Green is also entitled, but not obliged, to arrange for documents to be sent to the Customer by mail at the Customer's expense if the Customer fails to comply with its obligation to retrieve documents electronically for a period of six months.

**4. Prerequisite for the use and access to the Mailbox (Timeline)**

- 4.1. The installation of the Application on the Customer's Terminal Device is a prerequisite for the use of the Mailbox (Timeline).
- 4.2. BMB Green posts the documents in Portable Document Format (.pdf) to the Mailbox (Timeline).

**5. Storage**

In the Mailbox (Timeline), documents are generally made available to the Customer for five years. The Customer will be notified by BMB Green, at its sole discretion, via push notification in the Application or via email of the date of automatic deletion.

Appendix 2.4.  
Special Terms and Conditions for Savings Plan

BMB Green

**Appendix 2.4.**  
**Special Terms and Conditions for Savings Plan**

**1. Conclusion of a Savings Plan**

- 1.1. The Customer may conclude a Savings Plan (i.e., the purchase of a certain type of financial instrument at predefined rates at regular intervals") in the Application for individual financial instruments approved for this purpose by BMB Green. The conclusion of a Savings Plan takes place in the order entry screen of the Application for the selected financial instrument. In this context, the Customer must specify the frequency of order execution (e.g., monthly or quarterly) and the amount to be invested in each case.
- 1.2. After the conclusion of the Savings Plan, the Customer receives an order confirmation from BMB Green for the Savings Plan posted in the Mailbox (Timeline).

**2. Execution of regular orders**

- 2.1. Orders shall be executed on the marketplace specified by the Customer on the execution days specified by the Customer and, as far as possible, for the amount specified by the Customer. In individual cases, a directed order may be executed (e.g., failure of the trading venue, routing to the emergency trading venue). BMB Green will place the order on the marketplace on the execution day. The order will be placed on the marketplace together with other orders of other Customers and executed for the financial instrument. Insofar, the Special Terms and Conditions for Securities Transactions with the Execution Policies (Appendix 2.2.) or the Special Terms and Conditions for Transactions in Crypto Assets (Appendix 2.5.) shall apply to the order execution. Nevertheless, it cannot be excluded that - in individual cases - a combination of orders may be disadvantageous for the respective Customer compared to an individual order execution. For example, the order execution may lead to a different price than an individual order of the Customer due to the order size.
- 2.2. If the execution day for a Savings Plan regarding a security falls on a weekend (Saturday or Sunday) or on a public holiday at the designated marketplace, the order shall be executed on the next execution day on which the relevant marketplace is open.
- 2.3. An order will only be executed if the Customer has sufficient funds in the Omnibus Trust Account on the day of execution or if BMB Green - at its own discretion - makes advance payments on behalf of the Customer. There will be no partial executions. If an execution is not possible within a period of nine months due to insufficient funds, the Savings Plan will be terminated. The Customer will receive a message in the Mailbox (Timeline) regarding the termination. The Savings Plan can be canceled by BMB Green if an execution has been canceled five times in a row due to insufficient funds. The stock of financial instruments saved up to that point remains intact.
- 2.4. If an order for a financial instrument can only be executed in several parts and at different prices on the execution date (i.e., in particular if a financial instrument of the same type is to be purchased for several Customers through a Savings Plan), BMB Green will determine an average price for all Customers and settle the orders with the Customers at this average price.
- 2.5. The amount of the executed savings installment may be lower than the amount specified in the Savings Plan. Rounding off the Savings Plan order to the fourth decimal place of acquired fractions of a class may result in the actual savings installment being slightly lower than the previously determined savings installment.

**3. Charges**

The fees for the Savings Plan are set out in the current "List of Prices and Services."

**4. Modification and termination of an existing Savings Plan**

- 4.1. Savings Plans can be changed in the Application at any time.
- 4.2. The Customer may change or terminate the Savings Plan at any time - for the next upcoming savings installment until the day before the execution - via the Application.
- 4.3. BMB Green reserves the right to change the selection of financial instruments eligible for the Savings Plan at any time and to remove individual financial instruments from the list of instruments eligible for the Savings Plan. Continuation of the selected Savings Plan is no longer possible upon modification or removal.

Appendix 2.5.  
Special Terms and Conditions for Trading in  
Crypto Assets

BMB Green

## Appendix 2.5. Special Terms and Conditions for Trading in Crypto Assets

The following Special Terms and Conditions apply to trading as well as custody of Crypto Assets within the scope of BMB Green's services and if these services are offered in the place of residence of the Customer. The Crypto Assets that can be traded at BMB Green are "units of account" ("*Rechnungseinheit*") or "Crypto Assets" ("*Kryptowerte*") within the meaning of the KWG and are therefore financial instruments. Crypto Assets give rise to different risks than Securities. BMB Green has informed the Customer of these risks in the document entitled "Risk Information Crypto". The document is available for the Customer in the Mailbox (Timeline).

### Services offered

BMB Green enables its Customers to trade selected Crypto Assets (hereinafter also referred to as "Crypto Transactions") through their User Account in the Application.

#### 1. Execution of Crypto Transactions as financial commission business

##### 1.1. Execution by means of another market participant

Subject to Clause 1.2. of this Appendix 2.5., BMB Green executes orders for the purchase and sale of Crypto Assets for its Customers as a commission agent by concluding a purchase or sale transaction (Execution Transaction) with another market participant for the account of the Customer and in accordance with the Customer's instructions or by instructing another commission agent (intermediary commission agent) to conclude an Execution Transaction. BMB Green does not provide any advisory services to the Customer in this context.

##### 1.2. Execution by means of self-execution by BMB Green

BMB Green may, at its sole discretion, deliver or take over the delivery of the respective Crypto Assets itself, in whole or in part. This shall also apply to the extent that no exchange or market price is officially determined for the respective Crypto Assets.

#### 2. Fixed-price transaction

If BMB Green and the Customer agree on a fixed and determinable price for the individual transaction (so-called fixed-price transaction), a purchase contract is concluded.

#### 3. Market Practices; Notification; Price

##### 3.1. Applicability of legal provisions; Market Practices; General terms and conditions

Execution Transactions are subject to the legal provisions and any Market Practices applicable to Crypto Transactions at the Execution Venue; in addition, the general terms and conditions of BMB Green's Execution Venue/trading partner apply.

##### 3.2. Notification

BMB Green will inform the Customer without undue delay about the execution of the order. The Customer waives receipt of a declaration of BMB Green having exercised its right to self-execution, in whole or in full, for the delivery or acquisition of Crypto Assets (Clause 1.2. of this Appendix 2.5.).

##### 3.3. Price of the Execution Transaction; Fee

BMB Green invoices the price of the Execution Transaction to the Customer; BMB Green is entitled to charge the agreed fee. The fees for Crypto Transactions are set out in the current "List of Prices and Services."

#### 4. Requirement of sufficient account balance; Crypto holdings.

BMB Green has the right to refuse to accept orders for Crypto Assets from the Customer for the purchase of corresponding financial instruments. A corresponding rejection will be displayed to the Customer in the Application. No commission agreement or purchase agreement on the specific transaction between BMB Green and the Customer is concluded prior to the acceptance of a buy order in the Application. If BMB Green accepts an order, BMB Green is nevertheless obligated to execute the order or exercise subscription rights only to the extent that the Customer's credit balance or crypto balance is sufficient for execution. If BMB Green does not execute the order in whole or in part, BMB Green will inform the Customer without undue delay.

5. Unlimited price orders

An unlimited price order is always executed at the next available execution price ("best") on the trading venue. Customer orders placed with BMB Green are therefore always executed at the next best price offered by the crypto trading partner. This means that, especially during trading periods with low liquidity, there may be a significant difference between the price quoted in the Application and the actual execution price (so-called Slippage). BMB Green independently sets minimum and maximum amounts for accepting orders on Crypto Assets.

## **6. Temporal aspects of Crypto Transactions**

### **6.1. Period of validity of unlimited Customer orders**

Orders are valid until the Customer order is either fulfilled or rejected at the Execution Venue or canceled by the Customer and BMB Green confirms the cancellation.

### **6.2. Trading hours**

In accordance with the valid customs for trading Crypto Assets, there are no restrictions on trading hours in the Crypto Transactions at BMB Green, except for blocking periods due to maintenance work. During the respective periods of maintenance work, trading of Crypto Assets is not possible. The maintenance periods are shown in the Application. Therefore, the Customer must be aware that trading cannot be guaranteed continuously. The trading hours with Crypto Assets have no influence on the trading hours of other asset classes at BMB Green, which can be retrieved on the BMB Green Website or in the Application.

## **7. Expiration of current orders**

### **7.1. Suspension of price fixing**

If pricing fails to occur at the Execution Venue due to special circumstances in the sphere of the market maker, i.e., the company that becomes BMB Green's trading partner, all Customer orders for the relevant Crypto Assets to be executed at this Execution Venue shall expire, if the terms and conditions of the Execution Venue provide for this.

### **7.2. Notification**

BMB Green will inform the Customer without undue delay about the expiration of the Customer order in the profile screen of the Application.

## **8. Short selling**

Crypto Transactions that constitute a so-called short sale, i.e., the sale of Crypto Assets that are not in the authorized access of the Customer at the time of the transaction, are not allowed to the Customer. Should a short position occur after a transaction, BMB Green may offset the Customer's negative position by purchasing the respective Crypto Assets at the Customer's expense.

## **9. Liability of BMB Green in commission transactions**

Until the conclusion of an Execution Transaction, BMB Green is only liable for the careful selection and instruction of an Intermediary Commission Agent when commissioning such agent. BMB Green assumes no liability for the quotes and market data provided by the trading partner. All quote and market data are provided for private use only. Commercial use is not permitted. In all other respects, the regulations of the BGB for orders and the HGB for commission law shall apply.

## **10. Custody of Crypto Assets with a third party Crypto Custodian**

10.1. The Crypto Assets are held in centralized wallets by Crypto Custodian as a contractual partner of BMB Green's Customers. BMB Green itself does not provide any crypto custody services to the Customers and does not have a contractual relationship with them in this respect. The public and private keys ("**Public Keys**" and "**Private Keys**") are known only to the Crypto Custodian. BMB Green is not liable for damages that may result from the loss of Crypto Assets by the Crypto Custodian and/or its administration of the wallets, unless BMB Green is at fault. BMB Green itself does not undertake any custody transactions for the Customers. In case of insolvency of BMB Green or the Crypto Custodian, the Crypto Assets shall not fall into the insolvency estate of BMB Green or the Crypto Custodian but shall belong to the Customer.

10.2. If the Customer sells Crypto Assets, BMB Green is entitled to instruct the Crypto Custodian to transfer Crypto Assets to another customer or the trading partner.

BMB Green aims to provide the best service to the Customer. For this reason, it may be necessary to replace the Crypto Custodian from time to time. If BMB Green needs to replace the Crypto Custodian, the new Crypto Custodian must manage all Crypto Assets of BMB Green's Customers in order to continue to provide the same service at the same price. To manage this efficiently, BMB Green is entitled to terminate the contractual relationship with the existing

Crypto Custodian in the name and on behalf of the Customer and to enter a contractual relationship with the new  
Crypto Custodian,



based on its standard terms and conditions ... This applies only in case BMB Green decides to cooperate with another Crypto Custodian. The Customer expressly authorises BMB Green to instruct any existing Crypto Custodian to transfer the Customer's Crypto Assets to another Crypto Custodian in the event that BMB Green decides to work with another Crypto Custodian. BMB Green must inform the Customer about this change of Crypto Custodian.

- 10.3. BMB Green is entitled to take any action that is appropriate and necessary to implement a government order against BMB Green and/or the Crypto Custodian, which has as its object the transfer or sale of Crypto Assets held with the Crypto Custodian.

#### 11. Receiving and sending Crypto Assets and wallet transfers

Receiving and sending Crypto Assets from and to third party wallets is not possible. The delivery and deposit of Crypto Assets is also not possible. If the Customer wishes to dispose of the Crypto Assets, this is only possible by selling them.

#### 12. Settlement of the Crypto Transactions

- 12.1. BMB Green settles Crypto Transactions within Germany, unless the following terms and conditions or another agreement provide for acquisition outside of Germany. For German domestic settlement, BMB Green provides the Customer with a stock of Crypto Assets held by the Crypto Custodian. In this regard, BMB Green shall provide the Crypto Custodian with a list of holdings, and thereby inform the Crypto Custodian which Customers are entitled to any Crypto Assets. In addition, BMB Green instructs the trading venue to perform a peak settlement vis-à-vis the Crypto Custodian. With these notifications BMB Green has fulfilled its Crypto Transactions obligation towards the Customers.

- 12.2. **BMB Green will display the Customer's Crypto Assets within the Application. This inventory is not necessarily congruent with the Crypto Assets held in custody for the Customer by the Crypto Custodian. In particular, the display of these assets does not mean that any purchases and sales of Crypto Assets have already been settled. The Crypto Custodian shall hold the Customer's Crypto Assets in custody only after they have been delivered by the seller and after BMB Green has sent a message stating to which Customer which of the Crypto Assets held in custody by the Crypto Custodian are to be allocated. The Crypto Custodian shall hold the Customer's Crypto Assets until BMB Green has sent a message stating to which Customer which of the of the Crypto Assets held in custody by the Crypto Custodian are to be allocated and, if relevant, until delivery to the purchaser.**

#### 13. Forwarding of messages

If BMB Green receives information from the Crypto Custodian or trading venue that affects the Customer's Crypto Assets, BMB Green will notify the Customer of this information if it may have a significant impact on the Customer's legal position and notification of the Customer is necessary to protect the Customer's interests.

#### 14. Request for information

Trading partners regarding Crypto Assets are usually subject to their own regulations. Rights and obligations of BMB Green or the Customer are therefore sometimes also determined by these regulations, which may also provide for the disclosure of the Customer's name. BMB Green will provide corresponding information to foreign bodies and the trading venues, insofar as it is obligated to do so; BMB Green will notify the Customer about this.

#### 15. Mistrades and misquotes

##### 15.1 Mistrades and misquotes in case of execution by another market participant

For the execution of commission orders placed by the Customer, BMB Green uses the electronic trading system provided by the Execution Venues. The contract concluded with the operator of the respective Execution Venue provides for a reversal option in the event of the formation of prices that are not in line with the fair market value. If, in connection with the execution of a Customer order, the trading partner mistakenly uses an incorrect price as a basis, which deviates significantly and obviously from the price that was appropriate for the market - the reference price - at the time the transaction was concluded (so-called mistrade or misquote), the trading partner has a contractual right of withdrawal/cancellation/adjustment vis-à-vis BMB Green at its discretion. In this case, BMB Green will also cancel or adjust the execution of the crypto trade towards the Customer. The Customer can view the regulations on mistrades or misquotes of the individual Execution Venues in the Application.

##### 15.2 Mistrades and misquotes in case of self-execution by BMB Green

To the extent that BMB Green itself executes Customer orders on its own account, either in part or in full, the parties reserve the right in each case to cancel trades that have been concluded due to erroneous quotes or on the basis of prices that are not in line with the market. In this case, the canceling Party shall reverse the execution of the entire transaction vis-à-vis the other Party.

In particular, a quote shall be deemed to be erroneous if it deviates significantly and obviously from the market-adequate price at the time the quote was placed due to a technically caused malfunction of the trading system or due to an operating error. The correction shall be made without undue delay after the error has been detected, at the latest 48 hours after execution of the Customer order.

When deciding on a retroactive transaction cancellation, BMB Green shall take into account both the Customer's interest in a price that corresponds to the actual market situation and the Customer's confidence in the existence of the established and published price. In case of an immediate correction of the price after its entry, the Customer's interest in a price corresponding to the market situation regularly prevails.

The canceling Party shall inform the other Party about the cancellation in written and electronic form.

**16. Taxes**

BMB Green is not responsible for paying taxes on the Customer's sales proceeds. The Customer must seek tax advice independently. However, BMB Green will provide the Customer with overviews of Crypto Assets trading.

**17. Forks and other events**

- 17.1. In the event of a so-called fork of a crypto asset, BMB Green reserves the right to suspend the tradability of the concerned Crypto Assets. A fork occurs when a blockchain splits into two different chains with different consensus rules of the verifying participants of the blockchain. BMB Green will consider in each individual case at its reasonable discretion whether the Crypto Assets allocated to a Customer of the Fork will continue to be supported. In this respect BMB Green will particularly consider the circumstance of custody supported by the Crypto Custodian and any existing trading possibility of the Crypto Assets with the crypto trading partner.
- 17.2. These rights of BMB Green shall apply mutatis mutandis to other events related to Crypto Assets (e.g., airdrops), which influence the further development of the Crypto Asset.

Appendix 3.1.  
Special Terms and Conditions for Omnibus Trust  
Account and Clearing Account

BMB Green

**Appendix 3.1.**  
**Special Terms and Conditions for Omnibus Trust Account and Clearing Account**

**1 Custody of Customer funds in Omnibus Trust Account**

- 1.1. BMB Green will maintain Omnibus Trust Accounts with one or more Trust Banks which are authorized to accept deposits in which all Customer funds are held separated from BMB Green's assets. BMB Green does not maintain a separate account with the Trust Bank for each Customer. BMB Green will select the Trust Bank at its own discretion.
- 1.2. BMB Green settles the transactions in financial instruments as well as payments related to the custody of the Securities through the Omnibus Trust Account maintained with the Trust Bank. In individual cases, an order or instruction by the Customer may be executed at a price that exceeds the balance maintained by the Customer. For example, BMB Green checks the Customer's balance when the order is placed. However, it is possible that the order is actually executed at a higher price than the previous quote. In this case, the Customer must reimburse BMB Green for the difference by making a payment to the Omnibus Trust Account using the personal IBAN provided to the Customer.
- 1.3. The Customer is obliged to make deposits from an account of which the Customer is the account holder, or rather to initiate deposits only through such payment methods that BMB Green allows in the Application. At the time of depositing the Customer's balance, the Customer has no right to use payment methods other than depositing from the Reference Account and other payment methods offered voluntarily and revocably by BMB Green to the Customer. In order to comply with obligations under the GwG, BMB Green may delay the release of deposited funds.

**2 Accounting of the Customer account; allocation of a virtual IBAN**

- 2.1. In addition, BMB Green maintains a Clearing Account for accounting for each Customer in order to report the credit balance held in trust for the Customer in the Omnibus Trust Account. The mutual claims from the management of the Custody Account and the commissions transactions carried out on behalf of the Customer are settled in the Clearing Account and show the current amount of the Customer's credit balance. Due to the accounting segregation of Customer funds within the internal Customer accounting system, BMB Green ensures the daily updated disclosure of the Customer's credit balance.
- 2.2. A virtual IBAN is assigned to each Clearing Account, which the Customer can use to initiate deposits to the Omnibus Trust Account at the Trust Bank to ensure direct posting of the payment received in its Clearing Account. However, the Customer is not allowed to use the virtual IBAN for purposes other than trading in financial instruments through BMB Green. In particular, it is not an IBAN to a payment account which the Customer can initiate payment transactions.

**3 Quarterly booking overview; Customer's auditing duty and acknowledgement of bookings in the absence of objections**

- 3.1. At the end of each quarter, BMB Green sends the Customer an accounting statement for the Clearing Account. This statement lists the mutual claims arising during this period from the management of the Custody Account and the execution of orders for transactions in financial instruments, as well as the amount of the Customer's credit balance.
- 3.2. The Customer shall raise any objections due to incorrectness or incompleteness of the accounting statement sent to the Customer at the end of each quarter no later than six weeks after receipt thereof; if the Customer raises the objections in text form, it shall be sufficient to send them within the six-week period. Failure to raise objections in due time is deemed to be an acknowledgement of the transactions listed therein as well as the Customers' balance held. BMB Green will specifically indicate this consequence when sending the quarterly accounting statement. Even after the deadline has expired, the Customer may demand a correction of the accounting statement as well as the reported Customer balance but must then prove that a booking was wrongly entered into the Clearing Account or that a credit to which the Customer is entitled was not issued.
- 3.3. BMB Green may reverse incorrect payments from the Omnibus Trust Account in favor of the Customer by making a corresponding entry in the Clearing Account until the next accounting statement is sent, provided that BMB Green is entitled to a repayment claim against the Customer (so-called reversal). If BMB Green discovers an erroneous credit entry only after sending the accounting statement and if BMB Green is entitled to a repayment claim against the Customer, BMB Green will debit the Omnibus Trust Account in the amount of its claim (so-called correction) and make a correction entry in the Clearing Account. If, in the case of a correction, the Customer objects to the debiting of the Omnibus Trust Account and the correction entry, BMB Green will credit the amount back to the account and assert its repayment claim separately against the Customer.
- 3.4. On the basis of the trust order, BMB Green is only obliged to return the Customer's credit balance, which BMB Green itself can demand based on the account agreement with the Trust Bank. As a result, the Customer bears the insolvency risk of the Trust Bank, insofar as BMB Green is unable to realize the claim for payment of the Customer's credit balance in the event of insolvency of the Trust Bank holding the Omnibus Trust Account, either against the protection scheme of the Trust Bank or against the insolvency administrator of the Trust Bank within the framework of the insolvency proceedings.

**4 Disbursements of the Customer's balance**

## Appendix 3.1. Special Terms and Conditions for Omnibus Trust Account and Clearing Account

- 4.1 The Customer may request payment of the credit balance booked in the Clearing Account, i.e., inter alia, claiming the Customer's credit balance resulting from the account statement, only to the Reference Account specified by the Customer when opening the Custody Account or changed by the Customer later in the Application.
- 4.2 Payments to the Customer are only possible to a Reference Account in the Customer's name.
- 4.3 The Customer can only initiate the payout directly in the Application. After receiving the payout request from the Customer, BMB Green automatically checks the Clearing Account for the appropriate balance. In particular, all open transactions in financial instruments that have not yet been settled are considered liabilities. Accordingly, the Customer can only transfer the balance to his Reference Account, which is not blocked by open, not yet executed, transactions in financial instruments.
- 5. Deviation from Sec. 84 WpHG; no segregation of Customer funds from other Customer funds in Omnibus Trust Account**
- 5.1. BMB Green and the Customer agree, in deviation from Sec. 84 (2) sentence 1 WpHG, on the deposit of Customer funds in an Omnibus Trust Account. The Customer agrees to the deposit of its funds in the Omnibus Trust Account together with the Customer funds of the other Customers of BMB Green.
- 5.2. In this respect, BMB Green refers to the protective purpose of Sec. 84 WpHG pursued with the segregation of Customer funds, according to which investment services companies must take appropriate precautions with respect to Customer funds in order to protect the rights of Customers and to prevent Customer funds from being used for the account of BMB Green or for the account of other Customers without the consent of the Customer. Pursuant to Sec. 84 (2) WpHG, BMB Green must - unless otherwise expressly agreed with its Customers - without undue delay hold Customer funds received separately from BMB Green's funds and separately from other Customer funds in trust accounts, for example at a bank licensed to conduct deposit business.
- 5.3. BMB Green has entered into a trust agreement with the Trust Bank, according to which the Trust Bank holds the funds for the Customers of BMB Green as trustee on the Omnibus Trust Account. In the event of BMB Green's insolvency, the funds are protected from the access of BMB Green's insolvency administrator. BMB Green therefore holds the Customer funds separately from BMB Green's own funds.
- 5.4. Contrary to the statutory provision of Sec. 84 (2) WpHG, however, the Customer funds are not held in custody separately from the other Customer funds but are deposited in an Omnibus Trust Account. In this case, BMB Green must exercise the necessary care and diligence in the selection, commissioning and regular monitoring of the Trust Bank and, as part of its duty of care, must examine the necessity of dividing the Customer funds among various third parties. In particular, BMB Green must take into account the professional suitability and reliability as well as the relevant regulations and market practices of the Trust Bank in connection with the holding of Customer funds.
- 5.5. BMB Green has made internal procedural arrangements and closed agreements with the Trust Bank for this purpose in order
- to ensure, through records and proper accounting (i.e., in particular, by maintaining the Clearing Accounts for bookkeeping for each Customer), an allocation of the funds held by BMB Green to each Customer at all times,
  - to be able to regularly reconcile its records and books with the records of the Trust Bank; in particular, BMB Green shall have the right to audit and access the Omnibus Trust Account at any time in accordance with the agreements with the Trust Bank,
  - to minimize the risk of loss or partial loss of Customer funds or related rights due to breaches of duty. For example, the Trust Bank has waived its own collateral interests in the Omnibus Trust Account vis-à-vis BMB Green.
- 5.6. The Trust Bank is a member of the applicable statutory compensation scheme. For this purpose, the Customer receives corresponding information from BMB Green on an annual basis. Irrespective of this, the information on the statutory compensation scheme is available in the Application for all Trust Banks engaged by BMB Green.
- 5.7. BMB Green will inform the Customer without undue delay at which institution(s) the Customer funds deposited by the Customer are held in custody.