

Silent Partnership Contract

(hereinafter referred to as the “**Contract**”) is entered into in accordance with the provisions of Section 2747 of Act No. 89/2012 Coll., of the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”), on the day, month and year below by and between:

Business name: **Coingarage Finance s.r.o.**

Registered office: Vašátkova 1009/22, 198 00 Prague, Czech Republic

Company Reg. No.: 17579708

File No. in the Com. Reg.: C 373482 kept at the Municipal Court in Prague

Bank details: Account No. 6296986389/0800,
IBAN: CZ37 0800 0000 0062 9698 6389,
BIC/SWIFT: GIBACZPX

Represented by: Ota Janda, Managing Director, born on 28th March 1975,

E-mail: info@coingarage-finance.com

(hereinafter referred to as the “**Company**” or “**Business Entity**”)

and

Name: **Name**

Residing at:

Date of birth:

Bank details:

E-mail:

(hereinafter referred to as the “**Silent Partner**”)

(The Company and the Silent Partner hereinafter together referred to as the “**Parties**” or the “**Contracting Parties**” and each separately as the “**Party**” or the “**Contracting Party**”)

Preamble

Whereas:

- A)** The Company is a trading company which, inter alia, is engaged in the activity of raising funds or valuables for the purpose of their joint investment and for the further management of such funds or valuables or assets acquired for such funds or valuables, to contribute to the long-term development of these legal entities through its participation in other legal entities.
- B)** The Silent Partner has expressed a willingness to participate in the Company's business, provided that the conditions specified below in this Contract are met.

The Parties agree as follows:

I. Subject of the Contract and Definitions

1.1 The Contracting Parties are interested in regulating the mutual rights and obligations arising from the silent partnership pursuant to the provisions of Section 2747 of the Civil Code established by this Contract.

1.2 In particular, the Company undertakes to pay the Silent Partner a dividend and to comply with other obligations stipulated by law and this Contract.

1.3 In particular, the Silent Partner undertakes to make a contribution which will determine its share in the net income of the Company's business for the entire duration of the Contract and to fulfil its other obligations stipulated by law and this Contract.

1.4 Of all legal facts arising from the Company's business, only the Company is liable to third parties. The Silent Partner is not entitled or required to act legally by proxy or on behalf of the Company or to perform any activity beyond the scope of the obligations arising from this Contract.

1.5 The Contracting Parties hereby declare that performance under this Contract is not the provision of the main investment service for the management of the customer's property, if it includes an investment instrument, based on discretion within the contractual agreement, within the meaning of Act No. 256/2004 Coll. on Capital Market Business, nor other main or supplementary investment services within the meaning of the said Act, nor a public offering of investment securities within the meaning of the said Act. At the same time, the Contracting Parties declare that the activities and performance under this Contract are excluded from the scope of Act No. 240/2013 Coll., on Management Companies and Investment Funds, as amended.

1.6 For the purposes of defining the terms used in this Contract, the following terms have the meanings below assigned to them, and, depending on the context, the singular includes the plural and the masculine includes the feminine and vice versa.

“Company Bank Account”	means the bank account of the Company specified in the header of this Contract, which the Company will use for the purposes of performance of this Contract;
“Silent Partner’s Bank Account”	means the Silent Partner’s bank account maintained for the benefit of the Silent Partner, specified in the header of this Contract, which the Silent Partner will use for the purposes of performance of this Contract;
“Distributed Profit”	means the relevant portion of the Company's Profit to be distributed to the Silent Partners; Distributed Profit is 90% of the Company's total Profit;
“Online System”	means the Company's online system accessible to the Silent Partner on the Company's Website as defined in the General Terms and Conditions;
“Silent Partner”	means the Silent Partner who has entered into this Contract with the Company, i.e. one of the Contracting Parties, as defined above;
“Funds”	means funds in any legal currency or funds in a virtual asset that the Silent Partner credits to the Company's bank account or the Company's Wallet under this Contract for the purpose of fulfilling the Deposit obligation; making of the Deposit by cash payment is excluded;
“Wallet”	means a so-called digital wallet used to perform cryptocurrency transactions, i.e. to send and receive payments in a virtual asset;
“Silent Partner Wallet”	means the Wallet that the Silent Partner will use for the purposes of performing this Contract;
“Company Wallet”	means the Wallet that the Company will use for the purposes of performing this Contract;
“Contract”	means this Silent Partnership Contract entered into in accordance with the provisions of Section 2747 of the Civil Code;

"Company"	means Coingarage Finance s.r.o., with its registered office at Vašátkova 1009/22, 198 00 Prague 6, Czech Republic, Company Reg. No.: 17579708;
"Party" or "Contracting Party"	means one of the Parties as defined above in the header of this Contract;
"User Account"	means the Silent Partner user account within the Online System as defined in the General Terms and Conditions;
"Financial Statements"	means the regular financial statements of the Company prepared as of the last day of the accounting period;
"Deposit"	means the obligation of the Silent Partner to deposit the Funds in the amount specified in Article 2.1 of this Contract;
"General Terms and Conditions"	means the General Terms and Conditions of the Company, which regulate the mutual rights and obligations when using the Online System and the User Account;
"Website"	means the Company's website published at app.coingarage-finance.com;
"Profit"	means the net profit from the Company's business reported in each of the Company's Financial Statements.

II. Deposit and Representations Silent Partner

2.1 For the purposes stated in the previous article of this Contract, the Silent Partner undertakes to deposit the Funds in the total amount of (in words:) (hereinafter and above as the **"Deposit"**).

2.2 The Silent Partner undertakes to make the Deposit within 14 days from the date of entering into this Contract. The day of making the Deposit is considered to be the day when the Funds will be credited to the Company Bank Account or Company Wallet. The Silent Partner will be notified of the details for payment identification via the Online System or by e-mail.

2.3 In the event that the Silent Partner makes the Deposit of Funds by non-cash transfer to the Company Bank Account, it undertakes to do so from a bank account held for its benefit with a bank or payment institution established in the European Union or the European Economic Community.

2.4 The Contracting Parties have agreed that the value of the Deposit for the purposes of this Contract will be expressed in the Silent Partner's User Account in the Company's Online System, in two values.

2.5 The nominal value of the Deposit will be expressed in the relevant legal currency in which the Deposit will be made, or – if the Deposit is made through a virtual asset – by the value expressed by this virtual asset, while the Silent Partner acknowledges that the value of the Deposit expressed in this way is only informative.

2.6 The fair value of the Deposit will be expressed according to the conversion into the Czech koruna (CZK) according to the exchange rate of the Czech National Bank published on the day of the Deposit. In the case of making the Deposit through a virtual asset, the fair value of the Deposit will be expressed according to the exchange rate of the relevant cryptocurrency against the US dollar (USD) expressed at the closing price at 00:00:00 UTC, listed on the CoinMarketCap web portal at <https://coinmarketcap.com/> for the relevant cryptocurrency (according to the Coordinated Universal Time “UTC”), which exchange rate will be expressed for the purposes of the fair value of the Deposit according to the conversion into Czech crown (CZK) in the manner specified above in this Article 2.6 of the Contract.

2.7 The Silent Partner hereby declares that:

- a) the deposit does not originate from criminal activity and is not intended to finance terrorism;
- b) he/she is entitled to dispose of the Deposit freely;
- c) he/she acts in his/her own name; otherwise, the Silent Partner is obliged to comply with the requirements for the identification of the beneficiary given by the Company's instructions and legislation governing the fight against money laundering and terrorist financing and to submit paper documents to the Company upon request to prove this identification of the beneficiary;
- d) he/she notifies the Company without delay of any changes concerning his/her personal data.

2.8 The Silent Partner further declares that before entering into the Contract, the Company:

- a) informed him/her that the Company is bound by the obligations imposed by the relevant legislation, including the obligations stipulated by Act No. 253/2008 Coll., on Selected Measures against Legitimation of Proceeds of Crime and Financing of Terrorism, as amended, in the performance of certain obligations arising from this Contract;

- b) informed him/her that in connection with the provision of services under this Contract, the Silent Partner has tax obligations on any income from this Contract that is not paid by the Company, the Company does not charge them to the Silent Partner or reimburse them for the Silent Partner;

2.9 The Silent Partner acknowledges that he/she is not entitled to give the Company any orders or instructions regarding the manner, conditions and procedure for handling the Deposit.

2.10 The Silent Partner also acknowledges that the value of virtual assets (cryptocurrencies) affects the amount of the Deposit if the Deposit was made in a virtual asset. In this case, the Company and the Silent Partner have the opportunity to profit from its growth. At the same time, however, the Company and the Silent Partner, inter alia in the event of a decrease in the value of cryptocurrencies, bear the risk of a decrease in the value of the Deposit. Fluctuations in the value of the Deposit made in the virtual asset depend primarily on the risks of the cryptocurrency market, and these may also be affected by exchange rate fluctuations or other specific attributes. With regard to the above, the Company cannot guarantee the return of the Deposit or any appreciation of it, if it was made in a virtual asset.

2.11 The Silent Partner also acknowledges the risks associated with the administration and possession of cryptocurrencies, including, but not limited to, the risk of hacker attacks on so-called wallets.

III. Silent Partner's Inspection Permission

3.1 The Silent Partner has the right to inspect all published business documents and accounting records of the Company or its subsidiaries via the Online System.

3.2 The Silent Partner has the right to receive copies of each financial statement, each income tax return, including appendices thereto through the Online System, as well as each auditor's report on the audit of the Company's financial statements, which will be prepared at the time or for the duration of this Contract.

3.3 The Company is required to enable the Silent Partner to fully and without impediment exercise the rights specified in clauses 3.1 and 3.2 of this Contract via the Online System.

3.4 The Company undertakes to ensure and make every effort that can be reasonably required of it to ensure that its subsidiaries publish financial statements.

IV. The Silent Partner's Share of Profit or Loss

4.1 The Silent Partner has the right to a share in the amount of % of the Distributed Profit as at the date of preparation of the Financial Statements, as well as of any other profit to be paid out based on the decision of the General Meeting of the Company.

4.2 If a loss is reported in the Financial Statements, the Silent Partner shall share in this loss in a percentage amount adjusted to correspond to a percentage of the Distributed Profit specified in Section 4.1. of this Contract, while the share of the loss calculated in this way is reduced by its Deposit, on the day when the Financial Statements are approved in accordance with generally binding legislation, the Articles of Association, or other internal documents of the Company. However, the Silent Partner will share in the loss from the net income of the business in which he/she has shares in accordance with this Contract only up to the amount of the Deposit and is not obliged to replenish the Deposit. This does not affect the right of the Silent Partner to voluntarily replenish the Deposit or voluntarily pay a portion of the loss. The Silent Partner's contribution is not increased by the share in the Distributed Profit that he/she does not collect.

4.3 The Contracting Parties agree that the Company is obliged to pay the dividend from the Distributed Profit to the Silent Partner within sixty (60) days from the day when the statutory body decided to pay the share in the Distributed Profit in accordance with generally binding legal regulations, memorandum of association, or other internal documents of the Company, namely to the Silent Partner Bank Account, or to another bank account of the Silent Partner, which will be maintained for the benefit of the Silent Partner in a banking company or payment institution established in the European Union or the European Economic Community. The dividend from the Distributed Profit will be paid to the Silent Partner in Czech crowns (CZK), unless the Contracting Parties agree otherwise.

4.4 The fact that the bank account is held for the benefit of the Silent Partner with a banking company or payment institution established in the European Union or the European Economic Community can be proved, inter alia, by making a so-called micropayment from this account to the Company Bank Account.

4.5 The Company is obliged to ensure that the Financial Statements are always properly prepared so that the decision on their approval is made no later than 6 months after the end of the accounting period on the last day of which the Financial Statements are prepared.

4.6 In all the above cases, the Company is obliged to send the results of the decision on the approval of the Financial Statements to the Silent Partner via the Online System within forty-five (45) days.

V. Duration of the Silent Partnership

5.1 The Silent Partnership under this Contract is entered into for a definite period, specifically for a period of seven (7) years; however, it holds that the Contract always ends only after the end of the last day of the given calendar year, i.e. 31st December of the given year.

5.2 If the Silent Partner does not notify the Company pursuant to Article 11.1 of the Contract that he/she is not interested in renewing the Contract at least six (6) months before the expiry of the period for which it was agreed, the Contract is automatically renewed for another two (2) years, even repeatedly; however, this does not apply if the Company notifies the Silent Partner that it is not interested in renewing the Contract.

5.3 The Silent Partnership is cancelled notwithstanding Clause 5.1 of this Contract on the day when the Silent Partner's share of the loss under Clause 4.2 of this Contract attains the value of the Deposit, unless the Silent Partner pays the share of the loss or replenishes the Deposit within fifteen (15) days from being notified by the Company that the Silent Partner's share of the loss has attained the value of his/her Deposit. Other cases of cancellation of the Silent Partnership pursuant to the provisions of Section 2754 (2) of the Civil Code are not affected.

5.4 Unless otherwise agreed in writing between the Contracting Parties, the Company will issue to the Silent Partner, no later than thirty (30) days after the termination of the silent partnership, the Deposit adjusted for its share of the business result as at the date of termination of the Contract, and the Deposit will be paid to the Silent Partner to the Silent Partner Bank Account in Czech crowns (CZK), unless the Contracting Parties agree otherwise.

5.5 The Silent Partner acknowledges that the Company is not liable for the impossibility of paying the Deposit for reasons outside the Company, for the period of such impossibility, in particular due to third party procedures in accordance with anti-money laundering legislation and internal procedures relating to the fight against money laundering and terrorist financing and the fulfilment of obligations stipulated by Act No. 253/2008 Coll., on Certain Measures against the Legalisation of Proceeds from Crime and Terrorist Financing, as amended, as well as other regulations governing this area. The deadlines set by the Contract for paying the Deposit do not apply for the period of such impossibility.

VI. Withdrawal from the Contract

6.1 Either Contracting Party may withdraw from this Contract – without undue delay, which is considered to be 30 days for the purposes of this Contract – if the other Contracting Party commits a material breach of this Contract, in accordance with the relevant provisions of law.

6.2 A material breach within the meaning of Article 6.1 is considered, inter alia, if the Silent Partner does not make the Deposit within 30 days from the date of entering into the Contract.

6.3 The effects of withdrawal from this Contract shall occur on the day when the written withdrawal of the withdrawing party is delivered to the other party.

6.4 If one of the Contracting Parties withdraws from this Contract, the Parties shall determine their other rights and obligations, lasting even after the withdrawal from the Contract, as follows:

- a) The Parties shall enter into negotiations without delay in order to settle their relations amicably.
- b) Furthermore, the Parties shall settle in accordance with the provisions of generally binding legislation on unjust enrichment, issuing its subject matter or paying compensation for them.

6.5 The following shall not be considered a breach of the Company's obligations:

- a) failure, interruption or unavailability of any communication channel between the Company and the Silent Partner;
- b) unauthorised access, misuse, loss of data or manipulation of data during data transmission or other communication between the Company and the Silent Partner;
- c) unauthorised interference by third parties with software or hardware systems, including hacking attacks;
- d) inability to pay the Deposit for reasons outside the Company, listed in particular (but not exclusively) under (a) to (c) in Article 7.4 of this Contract above, for the period of this inability, and also due to the actions of third parties in accordance with legislation and internal procedures relating to the fight against money laundering and terrorist financing and the fulfilment of obligations set out in Act No. 253/2008 Coll., on Certain Measures against the Legalisation of Proceeds from Crime and Terrorist Financing, as amended, as well as other regulations governing this area.

VII. Confidentiality

7.1 The Contracting Parties agree to keep confidential the information concerning the subject-matter of this Contract, as well as information provided in connection with the performance of this Contract and to refrain from providing access to such information to third parties, except to provide such information by law to persons required to maintain confidentiality at least to the same extent as the Contracting Parties.

7.2 The obligation to protect confidential information lasts for the entire duration of this Contract, and also for a period of 10 years after the termination of this Contract.

VIII. Contract Termination

8.1 This Contract may be terminated only in the following ways:

- a) by mutual agreement of the Contracting Parties;
- b) if any of the facts provided for by the provisions of Section 2754 of the Civil Code occurs;
- c) by written withdrawal from the Contract with immediate effect, as described in Article VI.;
- d) by fulfilment of the conditions pursuant to Article 5.1 or 5.2 of this Contract.

IX. Consumer Provisions

9.1 The provisions of this Article apply exclusively to the Silent Partner, who is a consumer in the sense of the provisions of Section 419 of Act No. 89/2012 Coll., of the Civil Code, as amended. Thus, when the term "**Consumer**" is used below in this Article, it means the Silent Partner.

9.2 The Consumer hereby declares that he/she has received information from the Company containing mandatory pre-contractual communications, which were provided to him/her in text form. The text is retained if the data are provided in such a way that they can be stored and displayed repeatedly. The Consumer also declares that he/she was informed of taxes, fees and other costs related to the subject of performance under this Contract before entering into this Contract.

9.3 This Contract may be entered into by means of distance communication. This method of communication is not associated with any costs for means of distance communication outside the normal costs of connecting to the Internet or outside the normal costs of the Consumer for communication via telephone or other device.

9.4 By signing this Contract, the Consumer expressly requests the Company to start fulfilling its obligations arising from the Contract immediately after it is entered into, i.e. before the expiry of the statutory 14-day period for withdrawal from the Contract; for this purpose, the Silent Partner also undertakes to make a Deposit within 14 days from the date of entering into this Contract pursuant to Article 2.2, thereby expressing the will that the Company start fulfilling its obligations arising from the Contract immediately after it is entered into.

9.5 The Consumer is not entitled to withdraw from this Contract within 14 days of entering into this Contract, even if this Contract is entered into by means of distance communication or off-premises, as the Company's services within the meaning of Section

1837 (a) of the Civil Code will be fulfilled with the prior express consent of the Consumer pursuant to Article 9.4 of the Contract before the expiry of the period for withdrawal from the Contract.

9.6 The Company will inform the Consumer that compliance with the obligations arising from Act No. 634/1992 Coll., on Consumer Protection, as amended, is carried out by the Czech Trade Inspection Authority, with its registered office at Štěpánská 15, 120 00 Prague 2 – Nové Město, e-mail: podatelna@coi.cz, web: www.coi.cz. The Consumer may turn to this authority and submit any complaints that may arise from this Contract.

9.7 The Consumer acknowledges that in the event of a consumer dispute between the Company and the Consumer where an agreement cannot be reached, the Consumer is entitled to file a petition for out-of-court settlement of such a dispute to a designated body for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, with its registered office at Štěpánská 15, 120 00 Prague 2, e-mail: podatelna@coi.cz, web: <https://www.coi.cz/informace-o-adr/>.

X. Protection of Personal Data

10.1 The Silent Partner acknowledges that the Company processes his/her personal, identification, contact and other data (hereinafter referred to as “**Personal Data**”) obtained in the course of their business relationship within the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), for the purposes of providing services referred to in this Contract, invoicing, accounting and taxation, handling of complaints, recovery of receivables, or for the purposes of identification and inspection of the Silent Partner in the meaning of Act No. 253/2008 Coll., on Certain Measures against Money Laundering and Terrorist Financing, own marketing and business purposes, including sending business messages, market research, and for the purpose of providing to entities cooperating with the Company, if it is related to the fulfilment of the Company's obligations under this Contract.

10.2 For the above purposes, the Company processes in particular the following data: title, name, surname, address, ID card / passport number, telephone numbers and e-mail connection, bank details, Wallet identifier (number), history of mutual payments and transactions made via virtual assets, website, type, quantity and price of the provided service, date and place of the provided service, information about the Silent Partner available in publicly accessible registers, and in the case the Silent Partner is a business entity also name / business name, registered office, place of business, Company Reg. No. and VAT No.

10.3 The Company will process Personal Data for the entire duration of the Contract. In cases stipulated by law, when handling complaints, recovering receivables and payment behaviour scoring until the reason for their processing ceases to exist.

10.4 The Company undertakes to treat the Silent Partner's Personal Data as confidential, to take measures against unauthorised access to this data and to prevent its misuse.

10.5 The Company undertakes not to pass on the Silent Partner's Personal Data to third parties, with the exception of the Company's legal representatives for debt collection, tax advisors and accountants for accounting purposes and the Company's associates who prepare, process and continuously process the AML and KYC agenda for the Company and also communication with clients.

10.6 The Silent Partner has the right to access his/her Personal Data and to correct or delete them to the extent and in the cases provided for in the relevant legislation. Any changes to the Silent Partner's details will be notified to the Company without delay by the Silent Partner.

XI. Final Provisions

11.1 All notices or other communications under this Contract, including actions intended to terminate this Contract or any part thereof, shall be deemed to have been duly made if delivered in person, by post, via the Online System, by e-mail, via data box or by courier to the addresses specified in the header of this Contract, or to another address which the Contracting Party notifies in advance in writing to the other Contracting Party, unless otherwise stipulated in a specific case.

11.2 This is the entire Contract entered into by and between the Company and the Silent Partner in relation to the Deposit and the Silent Partner's right to a dividend from the Distributed Profit and supersedes any prior representations, discussions, commitments, communications or marketing statements made between the Parties.

11.3 As the value of the dividend from the Distributed Profit depends on the uncertain events that will occur, or may occur at any time during the term of the Contract, in accordance with the provisions of Section 2756 of Act No. 89/2012 Coll., of the Civil Code, as amended, this is an aleatory contract.

11.4 If any provision of this Contract becomes invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of this Contract shall remain unaffected, unless it follows from the nature of the provision, the content of the Agreement or the circumstances in which the provision was created, that this provision cannot be separated from the other content of the Contract.

11.5 The Contracting Parties undertake to replace the provision in question by mutual agreement with another provision, the content of which is closest to the purpose of the invalid or ineffective provision.

11.6 If either Party fails to assert or exercise a right under this Contract, or if either Party exercises such a right with a delay or only partially, it shall not constitute a waiver of such claims or rights. The waiver of any breach of this Contract or the right to redress or any other right under this Contract shall be in writing and signed by the Contracting Party making such a waiver.

11.7 The Contracting Parties hereby agree that the Company is entitled to unilaterally set off any of its receivables or any of its claims for payment of any performance against any possible receivables or claims of the Silent Partner against the Company.

11.8 Matters not expressly regulated by this Contract shall be governed by the relevant legal regulations of the Czech Republic and this Contract shall be governed by and construed in accordance with the law of the Czech Republic, in particular the Civil Code.

11.9 The Contracting Parties undertake to make every effort to resolve any disputes arising under or in connection with the Contract, including disputes concerning its interpretation or validity, and to endeavour to settle such disputes amicably. The Contracting Parties agree that if a dispute is not settled amicably within 30 days from the moment when the other Contracting Party was called to resolve the dispute under the previous sentence, all disputes arising from this Contract or disputes about the existence of this Contract (including the question of the origin and validity of this Contract) will be decided with final force before the court with substantive and territorial jurisdiction of the Czech Republic.

11.10 This Contract is entered into in electronic form via the Company's Online system or on the www.signi.com portal. The text of the Contract can be downloaded from this system and then archived and printed as required.

11.11 Amendments or supplements to this Contract, including its appendices, must be made in writing in the form of an amendment, dated and signed by both Parties with the signatures of the Parties on one document, or must be made through the Company's Online system or portal www.signi.com, in a similar manner as this Contract has been entered into.

11.12 The Contract is entered into as soon as the Silent Partner actively selects the button in the Company's Online system that is directly intended for entering into this Contract. This act expresses the will of the Silent Partner to enter into this Contract with the Company. The Contract will be entered into on the portal www.signi.com on the day it is signed by both Contracting Parties.

11.13 This Contract shall enter into force on the date it is entered into, as set out above in Article 11.12 of the Contract.

11.14 The Company declares that it will decide about the approval of the Contract by the General Meeting pursuant to Section 190 (2) (j) of Act No. 90/2012 Coll., on Business Corporations, as amended, no later than 60 days from the making of the Deposit by the Silent Partner.

11.15 This Contract shall enter into force on the day it is approved by the General Meeting of the Company pursuant to Article 11.14 of the Contract.