

Information for Consumers

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Information for Consumers

(in accordance with Section 312d para. 2 BGB (German Civil Code) in connection with Article 246b § 2 Absatz 1 and Article 246b § 1 Absatz 1 EGBGB (Introductory Act to the German Civil Code), and in accordance with Section § 312i BGB in connection with Article 246c EGBGB)

of DonauCapital Pure Investment GmbH

1 Purpose of this document

The law applicable to DonauCapital Pure Investment GmbH requires that a company concluding contracts with consumers by means of distance selling must provide each consumer with certain information. This document serves to fulfil these legal information requirements. Therefore, in this document, the term "company" shall be read as a reference to DonauCapital Pure Investment GmbH and the term "consumer" shall be read as a reference to the client.

2 Information about the company

Company:	DonauCapital Pure Investment GmbH
Registered capital:	50.000 €
Registered office:	Passauer Str. 5, 94161 Ruderting, Germany
Telephone:	08509 – 910 950
Telefax:	08509 – 910 917
Email:	support@puremarketam.com
Commercial Register:	Amtsgericht Passau, HRB 9945
Legal representatives:	Christian Neuwirth, Kurt Ziegler and Roland Wagner

3 Main business activity of DonauCapital Pure Investment GmbH

DonauCapital Pure Investment GmbH (henceforth "Pure") is active in the financial services sector. It is authorised, among other authorisations, to provide the investment services of portfolio management, investment brokerage and contract brokerage. Its business activity consists in the provision of an infrastructure for the execution of social trading, i.e. the execution of transactions in financial instruments based on the trading decisions of other market participants. The infrastructure provided by Pure is accessible via the Pure app and is hereinafter referred to as the "platform".

4 Person acting in a professional capacity other than the company, with whom the consumer interacts commercially (cooperating broker)

In order to use the services of Pure, the client needs an account with the broker cooperating with Pure. This is currently FXNet Ltd. (henceforth “cooperating broker”). The contact details of FXNet Ltd. are:

FXNet Ltd.

Theklas Lysioti St, Harmony House, Office 31, 3rd Floor

Limassol 3030

Cyprus

Website: www.purewallet.app

Email: support@purewallet.app

Tel.: +357 25262527

The legal representative of Redpine Capital Limited is Mr. Paris Stylianides as the director of the company.

Pure has the right to terminate the cooperation relationship with the cooperating broker and to appoint another broker as cooperating broker. Pure will inform the client in good time about the termination of a cooperation relationship and the appointment of a new cooperating broker.

5 Regulatory authority responsible for the authorisation of Pure

The regulatory authority responsible for the authorisation of Pure is Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany.

6 Information about the financial service provided

Pure provides the financial services of portfolio management, investment brokerage and contract brokerage by offering clients the implementation of social trading. This means that Pure operates an infrastructure in the form of an online platform for social trading on which so-called signal takers (henceforth "Strategy Investor") can make the trading decisions of so-called signal providers (henceforth "Strategy Provider") the basis of their own trading activity. While Strategy Providers publish their trading decisions on the Platform, a Strategy Investor can set his user account in such a way that the trading decisions of individual Strategy Providers selected by him are also automatically executed with his capital.

However, the execution of orders is not a service provided by Pure, but is carried out by the cooperating broker. The client must conclude a contract with the cooperating broker in order to use the service of Pure. Information on which broker cooperates with Pure is available on the Pure platform. Pure has the right to terminate the cooperation relationship with the cooperating broker and to appoint another broker as cooperating broker. Pure will inform the client in good time about the termination of a cooperation relationship and the appointment of a new cooperating broker.

7 Details about the conclusion of the contract

The completion of the account opening process constitutes a binding application by the client to conclude a contract with Pure. Prior to the completion of the account opening process, Pure will display the information provided by the client and give the client the opportunity to correct it.

The contract between the client and Pure is concluded when the client has completed the account opening process including the proof of identity and Pure subsequently confirms the conclusion of the contract to the client.

8 Storage and accessibility of the contract text

Pure will not separately store the text of the contract (i.e. the Terms and Conditions) after the conclusion of the contract with the client.

The client has the opportunity to view and save the Terms and Conditions and all other relevant documents as part of the account opening process, i.e. before the contract is concluded. In addition, the current Terms and Conditions are available on the platform of Pure at any time.

9 Languages available for the conclusion of the contract and communication during the performance of the contract

Pure operates the social trading infrastructure (website and app) in the following languages: German, English, Spanish, Italian, Portuguese.

The client can access the website or app in these languages. The account opening process will be displayed to him in the language in which he accessed the platform to carry out the account opening process, so that he can then conclude the contract in this language. Pure will communicate with the client and also provide the client with all information (such as this document) in the language in which the contract was concluded.

10 Minimum term and termination provisions

The contract has no minimum term.

The client may terminate the contract at any time in text form (e.g. by email) without notice. Pure may terminate the contract at any time with two weeks' notice in text form (e.g. by email). In addition, Pure has the right to terminate the contract at any time in text form (e.g. by email) without notice if there is good cause.

11 Total price

The total price of Pure's service is composed of Pure's remuneration and the transaction costs payable to the client's broker.

Remuneration of Pure

Pure's remuneration consists of two variable components, namely a management fee and a performance fee.

The management fee is a fee that depends on how much capital the client allocates to a particular Strategy Provider for investment. Depending on the Strategy Provider selected, the management fee is between 0.5% and 2% per year, with the fee being settled pro rata at the end of each day, except Saturdays and Sundays, and debited from the client's trading account held with the broker. The amount of the management fee for a particular Strategy Provider can be seen in the presentation of this Strategy Provider on the platform of Pure.

The performance fee is a fee which depends on how much profit the client makes by following a particular Strategy Provider. Depending on the Strategy Provider chosen, the performance fee is between 15% and 35% of the profit made with the strategy of the Strategy Provider in question. The profit is calculated after taking into account the transaction costs. The performance fee is calculated on a monthly basis. The basis for the calculation of the performance fee is the so-called "high watermark method". Highwatermark method means that two peaks of the capital invested by the client are compared to calculate the profit achieved by the client. If the client initially invests e.g. 1,000 € to follow a certain Strategy Provider, these 1,000 € form the first peak. If this capital increases to a new peak of e.g. 1,500 € due to the trading decisions of the Strategy Provider, the two peaks are compared with each other to determine the client's profit. In our example, the profit would be 500 €, so the percentage of the 500 € applicable to the Strategy Provider in question would have to be paid as a performance fee. If the performance fee for the Strategy Provider in question was for example 20%, 100 € of the profit would have to be paid as a performance fee in this example. The client's account balance would therefore be 1,400 € after deducting the performance fee, so that this account balance of 1,400 € forms the new peak. If the value of the capital invested subsequently falls below 1,400 € due to the trading decisions of the Strategy Provider, a performance

fee is only due again if the value of the capital invested by the client subsequently rises again above the previous peak of 1,400 € due to the trading decisions of the Strategy Provider.

Transaction costs

In addition to the fees payable to Pure, social trading also involves costs incurred when trading CFDs. The different types of costs are explained below. More detailed information on the specific amount of the respective cost items can be found on the website of the broker cooperating with Pure.

The spread

Every transaction with CFDs consisting of opening and closing a position involves costs based on the difference between the bid and ask price of a CFD. This difference between the bid and ask price is called the "spread". The spread is not the same for every CFD, but differs depending on the underlying asset. In addition, the amount of the spread quoted by a broker is not constant, but usually changes in different market conditions.

Additional transaction costs due to the use of social trading

With regard to trading CFDs on the basis of social trading, it should be noted that additional fees are charged by the broker that would not be incurred when trading CFDs without social trading. Depending on the underlying asset, these fees consist either of a commission to be paid per traded unit or of an increase in the spread.

Costs incurred in certain situations

In addition to the costs mentioned above, which are incurred for every transaction, there are other cost components that are only incurred in certain situations. These are

- a) so-called overnight fees, which are only incurred if a position is held beyond the end of a trading day (i.e. overnight);
- b) currency conversion costs when trading a CFD the underlying of which is denominated in a currency other than the currency in which the client's trading account is maintained;

c) compensation payments to be made to the broker in certain cases to account for the impact of corporate actions or dividend payments on the underlying.

12 Taxes and additional costs

Pure does not withhold taxes on behalf of the client. The client must therefore pay tax on all income in accordance with the statutory regulations applicable to him.

In addition to the costs of the service explained in section 11, which are charged by Pure or the cooperating broker, further costs may be incurred that are not charged or paid by Pure or the cooperating broker, e.g. costs for the internet connection used by the client or further telecommunications costs.

13 Payment arrangements

In the course of opening an account, the client is requested to instruct the broker cooperating with Pure to transfer the fees incurred for social trading from his trading account held with the broker to Pure. The client must agree to this instruction in order to be able to use social trading. Subsequently, the fees are settled via the client's trading account, so that the client does not have to do anything further to make the corresponding payments.

14 Right of Withdrawal

The client has a right of withdrawal according to Sections 312g, 355 of the German Civil Code (BGB). The details of the client's right of withdrawal and its legal consequences are set out in the following withdrawal instructions and the identical withdrawal instructions which the client can retrieve and save in the framework of the account opening process.

15 Instructions regarding the right of withdrawal

Withdrawal Instructions

Part 1

Right of Withdrawal

You can withdraw from your contractual declaration within 14 days, without giving reasons, by means of an unambiguous declaration. The time period begins after conclusion of the contract and after you have received the contractual provisions including the Terms and Conditions as well as all the information listed below under Part 2 on a durable medium (e.g. letter, fax, e-mail). To observe the withdrawal period, it is sufficient to send the withdrawal declaration in good time if the declaration is made on a durable medium. The withdrawal declaration is to be sent to:

DonauCapital Pure Investment GmbH, Passauer Str. 5, 94161 Ruderting, Germany; Telefax: +49 (0)8509 910 917; Email: support@puremarketam.com

Part 2

Information required for the start of the withdrawal period

The information within the meaning of part 1 sentence 2 shall include the following details:

1. the identity of the company; the public commercial register in which the legal entity is registered and the corresponding register number or equivalent identifier shall also be indicated;
2. the principal business activity of the company and the competent supervisory authority responsible for its authorisation;
3. the identity of the company's representative in the Member State of the European Union where the consumer is resident, if there is such a representative, or of a person acting in a professional capacity other than the company, if the consumer commercially interacts with that person, and the capacity in which that person interacts with the consumer;
4. the address

(a) the address for service of process of the company and any other address relevant to the business relationship between the company and the consumer, including, in the case of legal persons, associations of persons or groups of persons, the name of the person authorised to represent them;

(b) any other address relevant to the business relationship between the consumer and a representative of the company or a person acting in a commercial capacity other than the company where the consumer interacts with that person, including, in the case of a legal person, association of persons or group of persons, the name of the person authorised to represent the legal person, association of persons or group of persons;

5. the essential characteristics of the financial service as well as information on how the contract is concluded;

6. the total price of the financial service including all related price components as well as all taxes paid via the company or, if no exact price can be indicated, its basis of calculation enabling the consumer to review the price;

7. where applicable, any additional costs incurred and an indication of any other taxes or costs not paid through or charged by the company;

8. an indication that the financial service relates to financial instruments which, because of their specific characteristics or the operations to be carried out, involve specific risks or whose price is subject to fluctuations in the financial market over which the company has no control and that past returns are not indicative of future returns;

9. details regarding payment and performance;

10. the existence or non-existence of a right of withdrawal as well as the conditions, details of the exercise, 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 the consumer has to pay for the service provided in case of withdrawal, if he is obliged to pay compensation for the value (underlying provision: Section 357a of the German Civil Code (BGB));

11. the minimum duration of the contract if it concerns a continuous or regularly recurring service;

12. the contractual termination provisions including any contractual penalties;

13. the Member States of the European Union whose law the company will apply when entering into relations with the consumer prior to the conclusion of the contract;

14. a contractual clause on the law applicable to the contract or on the competent court;

15. the languages in which the contractual terms and conditions and the prior information referred to in these withdrawal instructions are communicated, as well as the languages in which the company undertakes to communicate, with the consumer's consent, during the term of this contract;

16. the indication of whether the consumer may have recourse to an out-of-court complaint and redress procedure to which the company is subject and, where applicable, its access requirements;

17. the existence of a guarantee fund or other compensation schemes which are not covered by the guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit-guarantee schemes (OJ L 173, 12.6.2014, p. 149; L 212, 18.7.2014, p. 47; L 309, 30. 10.2014, p. 37) nor under investor compensation schemes established pursuant to Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes (OJ L 84, 26.3.1997, p. 22).

Part 3

Consequences of withdrawal

In the event of an effective withdrawal, the services received by both parties shall be returned. You are obliged 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 the performance of the service in return could be commenced 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 fulfil the contractual payment obligations for the period until the withdrawal. Your right of withdrawal expires 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 declaration of withdrawal, for us with its receipt.

Upon withdrawal from this contract, you will also no longer be bound by a 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 Instructions

16 Contractual clauses on the law applicable to the contract and on the competent court

The law of the Federal Republic of Germany shall apply to the contractual relationship both before and after conclusion of the contract, excluding the UN Convention on Contracts for the International Sale of Goods. If the client concludes the contract as a consumer and does not have his habitual residence in the Federal Republic of Germany at the time of conclusion of the contract, the application of mandatory legal provisions of the country in which the client has his habitual residence shall remain unaffected by the choice of law. If the client is a merchant within the meaning of German commercial law when the contract is concluded, the courts of the city of Düsseldorf shall have local jurisdiction for all legal disputes arising from or in connection with the contract. A merchant within the meaning of German commercial law is anyone who operates a mercantile business, i.e. a commercial enterprise, unless the nature or scope of the business does not require a business operation set up in a commercial manner. The place of jurisdiction for clients who are not merchants shall be governed by the applicable statutory provisions.

17 Risk Notice

The service offered is implemented with CFDs. CFDs are financial instruments in the form of derivatives which are associated with a substantial risk. The higher the leverage used in a transaction, the higher the risk. Each CFD is

related to an underlying asset, so that the price of the respective CFD depends on the price of its underlying asset. The price of the underlying is subject to fluctuations on the financial market over which Pure has no influence.

Any returns generated in the past are not an indicator of future returns. A detailed description of the risks can be found in the document "Risk Disclosure".

18 Out-of-court complaint and redress mechanism

Depending on the reason why you wish to initiate arbitration proceedings against Pure, either the arbitration board set up at the Deutsche Bundesbank or the Federal Universal Arbitration Board (Universalschlichtungsstelle des Bundes) is competent.

The arbitration board at the Deutsche Bundesbank is the right place to go if your case specifically concerns the provisions of the German Civil Code (Bürgerliches Gesetzbuch) governing distance contracts for financial services. The Federal Universal Arbitration Board (Universalschlichtungsstelle des Bundes) is the right place to go for all other arbitrations with Pure.

However, the above-mentioned arbitration boards are only competent to arbitrate your case if there is no competent recognised consumer arbitration board. At the time of preparing this document, Pure is not aware of any recognised consumer arbitration board that is competent to arbitrate a case against Pure.

18.1 Contact details of the Arbitration Board at the Deutsche Bundesbank and access requirements of the arbitration proceedings

The contact details of the arbitration board at the Deutsche Bundesbank are:

Schlichtungsstelle bei der Deutschen Bundesbank
Wilhelm-Epstein-Straße 14
60431 Frankfurt am Main

P.O. Box 10 06 02

60006 Frankfurt am Main

Phone: +49 69 9566-33232

Email: schlichtung@bundesbank.de

Homepage: www.bundesbank.de/schlichtungsantrag

The arbitration board established at the Deutsche Bundesbank is only responsible if there is no recognized private consumer arbitration board for the dispute. The arbitration board will refuse to conduct arbitration proceedings if

1. an insufficient application has been submitted,
2. the arbitration board is not competent for the dispute and the application is not to be submitted to the responsible consumer arbitration board or another dispute resolution body,
3. arbitration proceedings have already been conducted or are pending before a consumer arbitration board for the same dispute,
4. in the case of disputes concerning the right to conclude a basic account agreement under the German Payment Accounts Act (Zahlungskontengesetz), administrative proceedings under Sections 48 to 50 of the German Payment Accounts Act (Zahlungskontengesetz) to enforce the claim are already pending or a final decision on the claim has been made in such proceedings,
5. an application for the granting of legal aid (i.e. help with financing legal costs) has been rejected because the intended legal action did not offer sufficient prospects of success or appeared frivolous,
6. the dispute is already pending before a court or a court has already ruled on the dispute in a final judgment,
7. the claims or legal relationships that are the subject of the dispute have been registered as a class action in the class action register and the action is still pending,
8. the dispute has been settled by agreement or in any other way, or
9. the claim that is the subject of the dispute is time-barred and the respondent has raised the statute of limitations as a defense.

The initiation of arbitration proceedings may also be refused if a fundamental legal issue that is relevant to the conciliation of the dispute has not been resolved or if facts that are decisive for the content of a settlement proposal remain disputed because the facts of the case cannot be clarified by the arbitration board.

The request for arbitration proceedings, statements, supporting documents, and other communications must be submitted to the office in writing (e.g., by letter or email).

The applicant must confirm that none of the grounds for rejection listed in points 3 to 8 above apply.

The language of the proceedings is German. The parties may be represented by legal counsel in the proceedings.

The proceedings are free of charge for consumers. Expenses (lawyer's fees, postage, and telephone costs) will not be reimbursed.

18.2 Contact details of the Federal Universal Arbitration Board (Universalschlichtungsstelle des Bundes) and access requirements of the arbitration proceedings

The contact details for the Federal Universal Arbitration Board (Universalschlichtungsstelle des Bundes) are:

Universalschlichtungsstelle des Bundes
Zentrums für Schlichtung e.V.
Straßburger Straße 8
77694 Kehl am Rhein
Email: mail@universalschlichtungsstelle.de.
Homepage: <https://www.universalschlichtungsstelle.de>

The Federal Universal Arbitration Board (Universalschlichtungsstelle des Bundes) is only competent if there is no recognized private consumer

arbitration board for the dispute. The arbitration board will refuse to conduct arbitration proceedings if

1. the dispute does not fall within the jurisdiction of the arbitration board,
2. the disputed claim has not previously been asserted against the respondent,
3. the application is obviously without prospect of success or appears to be frivolous, in particular because
 - a. the disputed claim was already time-barred at the time the application was filed and the company invokes the statute of limitations,
 - b. the dispute has already been settled,
 - c. an application for legal aid (i.e. help with financing legal costs) in respect of the dispute has already been rejected on the grounds that the intended legal action has no reasonable prospect of success or appears frivolous,
4. a consumer arbitration board has already conducted proceedings to settle the dispute,
5. the dispute is pending before another consumer arbitration board,
6. a court has already made a decision on the merits of the dispute or the dispute is pending before a court, unless the court orders the proceedings to be suspended in accordance with Section 278a (2) of the Code of Civil Procedure with regard to the proceedings before the consumer arbitration board,
7. the amount in dispute is less than EUR 10.00 or exceeds EUR 50,000.00, or
8. the handling of the dispute would seriously impair the effective operation of the arbitration board, in particular because
 - a. the arbitration board can only clarify the facts or legal issues with unreasonable effort,
 - b. a fundamental legal question that is relevant to the assessment of the dispute has not been resolved.

For consumers, the procedure is free of charge, apart from a possible abuse fee. Expenses will not be reimbursed. If a party is assisted by a representative in the proceedings, it shall bear the costs of its representative itself.

19 Guarantee funds or other compensation arrangements

Pure is assigned to the Compensatory Fund of Securities Trading Companies (Entschädigungseinrichtung der Wertpapierhandelsunternehmen, EdW). Beyond this, there is neither a guarantee fund nor can clients rely on a compensation scheme in the event of payment difficulties or the insolvency of Pure.

20 Specific, additional costs of the means of distance communication

There are no specific, additional costs charged by Pure when using means of distance communication. However, the client may be subject to third party charges for the use of means of distance communication (such as internet or telephone).