

SPECIAL TERMS & CONDITIONS

Bitcoin Interest Account powered by Celsius Network

§ 1 Scope of application

These Special Terms and conditions apply to participation in the service Bitcoin Interest Account, powered by "Celsius Network" (hereinafter the "**Bitcoin Interest Account**"), which is brokered to the customer by Nuri GmbH, based in Berlin, business address: c/o Turbine Kreuzberg, Prinzessinnenstraße 19/20, 10969 Berlin, registered in the Commercial Register of the local court of Charlottenburg under HRB 173698 (hereinafter "**Nuri**" or "**we**").

The Bitcoin Interest Account is brokered by Nuri exclusively on the web application www.nuri.com (hereinafter the "**Web Application**") and the Nuri mobile application (hereinafter the "**Mobile Application**") operated by Nuri, the web application and the mobile application are together also referred to as the "**Nuri Online Media**".

The scope of application includes the activities of Nuri as a tied agent of solarisBank AG (hereinafter "**solarisBank**") in relation to the brokerage of the Bitcoin Interest Account, which is itself and exclusively offered by Celsius Network LLC, with its registered office in 221 River Street, 9th Floor, Hoboken, NJ 07030, United States (hereinafter "**Celsius Network**").

The General Terms and Conditions of Nuri shall apply in addition to these Special Terms and Conditions. The customer's contractual relationship with solarisBank shall be governed additionally by the General Terms and Conditions of Business of solarisBank and its other terms and conditions. The contractual relationship of the customer with Celsius Network is concluded separately, subject to the General Terms and Conditions of Celsius Network (hereinafter: "**Celsius T&C**"). These are available at <https://celsius.network/terms-of-use/>.

By participating in the Bitcoin Interest Account the customer accepts these Special Terms and Conditions as well as the Celsius T&C as binding.

§ 2 Brokerage by Nuri - BitcoinInterest Account of Celsius Network

By offering the Bitcoin Interest Account, Nuri brokers transactions via the Nuri Online Media for the acquisition and sale (here: non-cash lending) of financial instruments within the meaning of section 1 (1a) sentence 2 no. 1 KWG (investment brokerage). In brokering the Bitcoin Interest Account, Nuri acts exclusively for the account and under the liability of solarisBank as a tied agent (*vertraglich gebundener Vermittler*) within the meaning of section 2 para. 10 KWG. Nuri acts as a representative of solarisBank. solarisBank is a CRR credit institution and is supervised by the German Federal Financial Supervisory Authority (BaFin) and the European Central Bank (ECB).

solarisBank has notified BaFin of its assumption of liability. Nuri has been entered in the public register of tied agents, which can be viewed on the website of BaFin (<https://portal.mvp.bafin.de/database/VGVInfo/>), as a tied agent of solarisBank.

Nuri is not entitled to acquire ownership or possession of customer funds or securities.

In the case of the Bitcoin Interest Account, customers enter into a separate contractual relationship with Celsius Network in which Nuri is not involved. On this basis, customers can transfer their bitcoin directly to Celsius Network for free disposal. Upon termination of the contractual relationship Celsius Network owes the Customer the transfer of bitcoin in the same number as originally transferred to Celsius Network by the Customer. For the transfer of the bitcoin and the relevant term Celsius Network owes the customer an additional percentage in relation to the number of bitcoin transferred (hereinafter: "**Interest**").

The contractual relationship between the customer and Celsius is subject to the Celsius T&C (available at <https://celsius.network/terms-of-use/>.)

§ 3 Amendments to the Special Terms and Conditions

Future changes to these Special Terms and Conditions will be announced to the customer on the Nuri Online Media at least two months before the proposed date of their entry into force and will be offered to the customer via the e-mail address provided by him.

The customer will be given the opportunity to save or print changes in a legible form. Changes communicated to the customer are considered approved if the customer does not object in writing within the time limit (as described below). Nuri shall separately inform the customer of this approval effect when notifying the customer.

If the customer does not wish to accept a change offered to him, he/she/they must notify Nuri of the objection in text form within six weeks after the change was offered to him by email. If the customer does not object within the aforementioned period, the changes are considered accepted by the customer.

In addition, Nuri reserves the right to ask the customer directly to accept updates to these Special Terms and Conditions at any time.

§ 4 Right to participate

Any natural person who has reached the age of 18 and is permanently resident in the Federal Republic of Germany or in another state of the European Economic Area (EEA) or in Switzerland is eligible to participate. Natural persons who are permanently resident in the United Kingdom are not eligible to participate. A further requirement is that an existing customer relationship with Nuri exists and has not been terminated. Nuri may refuse the participation of persons for material reasons.

For the avoidance of doubt, the right to participate in the Bitcoin Interest Account is also subject to the acceptance by Celsius Network which Celsius Network can grant, amend and revoke in accordance with the Celsius T&C.

§ 5 Registration for Participation

The following steps are necessary for the customer to register to participate in the Bitcoin Interest Account via the Web Application or the Mobile Application:

1. The customer has registered with Nuri as a customer and has a Nuri user account and a Nuri crypto wallet or vault according to our Terms and Conditions, which can be found at <https://nuri.com/terms-and-conditions/>.
2. The customer has proven his/her/their identity in accordance with solarisBank's requirements for the purpose of opening a customer bank account with solarisBank.
3. The customer opens a Bitcoin Interest Account and accepts and acknowledges these Special Terms and Conditions and the special risk warnings for the Bitcoin Interest Account as well as the Celsius T&C.
4. Celsius Network receives the customer data necessary for the identification of the customer by Celsius Network (first name, last name, address, date of birth, etc.). If the customer opens a Bitcoin Interest Account, Nuri forwards this customer data to Celsius Network on behalf of the customer for this purpose.

Celsius Network decides whether a customer who has gone through the registration process will be admitted to the Bitcoin Interest Account. There is no claim for admission to the Bitcoin Interest Account against either Nuri or Celsius Network.

§ 6 Use of Bitcoin for the Bitcoin Interest Account

The function of the Bitcoin Interest account is only available to Nuri customers via the Nuri Online Media. If a customer is accepted by Celsius Network for the Bitcoin Interest account, the customer can invest bitcoin available in his/her/their wallet through his/her/their Nuri account. After entering his/her/their password directly by hand or releasing the password by using biometric data (Face ID or Touch ID) in his/her/their Nuri account, the customer can transfer his/her/their bitcoin to Celsius Network for free use by clicking the "Confirm" button. The interest that Celsius Network pays to the customer for the transfer of bitcoin is calculated on an annual basis (p.a.). Even if the interest rate is shown as an annual interest rate and the calculation of the interest is based on an annual basis, the interest rate is (currently) subject to weekly adjustment by Celsius Network. Further details can be found in the Celsius T&C.

Prior to the conclusion of his/her/their investment, the customer receives a non-binding preview of the possible returns to be achieved (calculated on a weekly, monthly and annual basis). In the event of a possible change in the interest rate, the interest would be adjusted. The interest is paid out in bitcoin in accordance with the Celsius T&C to a separate Celsius Network pooled wallet allocated to the customer on a weekly basis.

Participation in the Bitcoin Interest Account is voluntary and free of charge for the customer, with the exception of the costs associated with participation via the Internet (usage fee for the Internet connection) and the costs for the transfer of bitcoin within the blockchain (network fee). These costs are to be borne by the customer. This applies to both non mobile and mobile end devices.

§ 7 Payment of the provided bitcoin

Customers have the right to withdraw the payment of a number of bitcoin corresponding to the number of bitcoin provided as well as the earned interest at any time. This is done as follows:

1. The customer clicks on the button "Withdraw" in his/her/their dashboard on Nuri Online Media.
2. The customer specifies how many of the bitcoin (and interest) he/she/they wants to withdraw (withdraw amount).
3. The customer receives a message about the withdrawal amount, which the customer has to confirm again.
4. If the customer confirms the message about the withdrawal, the payout request is forwarded to Celsius Network and processed there.
5. Finally, Celsius Network pays out the requested withdrawal amount to the customer wallet. Nuri notifies the customer of this.

§ 8 Liability

Nuri is not liable for damages incurred by a customer through the use of the Bitcoin Interest Account brokered by Nuri. However, this disclaimer of liability does not apply in case of intentional or grossly negligent fault of Nuri or a vicarious agent. The exclusion of liability also does not apply to damages resulting from injury to life, body or health caused by a breach of duty by Nuri or a vicarious agent. Furthermore, Nuri's liability for the violation of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely remains unaffected. For the avoidance of doubt, Celsius Network is acting on the basis of a separate contract with the customer and not as a vicarious agent of Nuri.

§ 9 Final provisions

The contractual relationship between the customer and Nuri shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all disputes arising from or in connection with these special terms and conditions is Berlin.

These Special Terms and Conditions are written in German. This is a non-binding English translation.

Status: August 6, 2021