Summary of Transfer Policy

MP Developers s.r.o.

Version as of 1 July 2026

1. Introduction and Purpose of the Document

MP Developers s.r.o., with its registered office at Křižíkova 710/30, Karlín, 186 00 Prague 8, Company ID: 07055285, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 429661. Telephone +420 538 880 828, email info@anycoin.cz, website www.anycoin.cz. (hereinafter referred to as the "**Provider**") in this document summarises the basic principles of the Transfer Service in accordance with Article 82(1) of the Regulation.

The terms used in this document have the meaning defined in the Anycoin Platform Terms and Conditions (hereinafter referred to as "**Terms and Conditions**").

In the event of any conflict between this Summary of Transfer Policy and the Terms and Conditions or the Platform Services Agreement, the Terms and Conditions and the Platform Services Agreement shall prevail.

All information provided in this manner will remain valid for the duration of the Platform Services Agreement, or during the period of validity of the relevant version of the Summary of Transfer Policy, should this document be amended during the term of the Platform Services Agreement.

2. Supervisory authority

The Provider offers Services related to crypto-assets based on an authorisation under the Regulation issued by the Czech National Bank, with its registered office at Na Příkopě 864/28, 115 03 Prague 1, email: podatelna@cnb.cz, website: www.cnb.cz. The Provider is subject to the supervision of the Czech National Bank.

3. Description of the main characteristics of the Transfer

The Transfer Service is provided by the Provider exclusively through the Platform. Transfers are only carried out in relation to the crypto-assets listed in the current Tariff published on the Platform's website https://www.anycoin.cz/fees. The Provider does not allow the transfer of electronic money tokens, as defined in the Regulation, as part of the Transfer.

The Transfer is carried out exclusively on the basis of a binding Transfer Order submitted by the Client via the Platform. The Transfer Order specifies the beneficiary's DLT address, the type and quantity of crypto-assets to be transferred, and the DLT network through which the Transfer Order is to be executed.

Before executing the Transfer Order, the Provider verifies the technical accuracy of the data entered, that there is a sufficient balance of crypto-assets in the Wallet and that the Transfer complies with legal anti-money laundering and counter-terrorist financing regulations (AML) and the requirements of the TFR Regulation. If any discrepancies or suspicious circumstances are detected, the Transfer may be refused, suspended or returned.

The Transfer Order will be executed without undue delay after its successful verification by the Provider, but no later than by the end of the Business Day following the day of its receipt. Once the Transfer Order has been processed, details of the transaction, including the Beneficiary, the DLT network used and the fee amount according to the Tariff, are made available to the Client in their Client Account.

The Provider is only liable for unauthorised or incorrectly executed Transfers caused by its own fault, up to the value of the Transfer Order at the time of its execution.

4. Description of the form and procedure for initiating the Transfer, granting consent to the Transfer, or revoking the Transfer Order or consent, including a specification of the information that the Client must provide for the Transfer to be properly initiated or executed (including verification methods)

The Transfer can only be initiated via the Platform once the Client has logged in to their Client Account. Only a Client who is registered on the Platform, has entered into a Platform Services Agreement with the Provider, and meets all the requirements of the relevant legal regulations may submit a Transfer Order.

Form and procedure for initiating the Transfer

The Transfer Order is submitted via an electronic form on the Platform.

To ensure the proper submission of the Transfer Order, the Client must provide the following information:

(a) the Beneficiary's name,

(b) the Beneficiary's DLT address or crypto-assets account number,

(c) the type of crypto-assets,

(d) the amount of crypto-assets,

(e) the DLT network through which the Transfer Order is to be executed.

Verification of the Transfer Order

After the Transfer Order has been submitted, the Provider will automatically check the data entered, verify that there is a sufficient balance of crypto-assets in the Client's Wallet and verify that the Beneficiary's DLT address format is valid; if the Transfer Order is to be sent to a DLT smart contract address, the Provider will also verify that the smart contract in question supports the Transfer of crypto-assets. The Transfer Order will then be verified in accordance with anti-money laundering (AML) and counter-terrorist financing legal regulations, as well as the requirements of the TFR Regulation. If the Transfer Order is flagged as suspicious, its execution will be suspended until it is evaluated by the Provider.

Withdrawal of a Transfer Order or consent

The Client may withdraw a Transfer Order or their consent to the Transfer Order until that Transfer Order is sent to the relevant DLT network. The Client will be informed about the submission of the Transfer Order via the Platform or by email to the Client's Email Address.

Once the Transfer Order has been initiated on the DLT network, it is technically irreversible.

Client notification

The Client is informed about the verification and inspection of the Transfer Order, and subsequent approval of execution, via the Client Account. Once the Transfer Order has been sent to the relevant DLT network, it is marked as executed and the Client is informed of this via their Client Account.

Once the Transfer Order has been executed, the Client can access information about the Transfer in their Client Account, including details of the Originator and Beneficiary, the DLT network used, the type and amount of crypto-assets transferred, and the fees associated with the Transfer.

5. Conditions under which the Provider may refuse to execute a Transfer Order

The Provider may refuse to execute the Transfer Order in the following cases:

(a) Incorrect or incomplete information – if the Client provides incorrect or incomplete information in the Transfer Order, particularly if the Beneficiary's DLT address, the type or quantity of crypto-assets, or the DLT network is stated incorrectly.

(b) Insufficient crypto-assets balance – if there is not a sufficient balance of crypto-assets available in the Client's Wallet to execute the Transfer Order.

(c) Non-compliance with legal requirements – if the Transfer Order conflicts with legal regulations relating to anti-money laundering and counter-terrorist financing (AML), the Regulation, the TFR Regulation, or other generally binding legal regulations, including cases where the Beneficiary's DLT address is assessed is deemed risky or suspicious.

The Client is informed via the Client Account of the refusal to execute the Transfer Order and the reasons for it, unless such notification would be contrary to applicable legal regulations; the Client is also informed of the amount of fees incurred and whether they can be refunded.

6. **The moment of receipt of the Transfer Order or consent to it, and any cut-off time set by the Provider**

   A Transfer Order is considered accepted at the moment it is submitted by the Client via the Platform.

   The deadline for submitting a Transfer Order is set at 23:59 CET on the relevant Business Day. Transfer Orders received by this time are considered received on the same Business Day.

   Transfer Orders received after the cut-off time are considered received on the following Business Day.

   A Business Day means any calendar day on which the Platform is available to Clients for the Transfer of Crypto-Assets, typically from 00:00 to 23:59 CET.

   Any changes to the length of the Business Day or cut-off time will be published on the Platform's website.

7. **Explanation for each crypto-asset, for the transfer of which the distributed ledger technology (DLT) network is supported**

   The Provider executes Transfer Orders exclusively via DLT networks, which are specified for each crypto-asset in the current Tariff published on the Platform's website https://www.anycoin.cz/fees

   For each crypto-asset, the Tariff specifies:

   (a) the name and designation of the crypto-assets,

   (b) the DLT network through which the Transfer Order is executed,

   (c) the number of block confirmations required to irreversibly transfer crypto-assets within this DLT network,

   (d) the amount of fees associated with the Transfer.

8. **Maximum period for executing the Transfer**

   The Provider shall execute the Transfer Order without undue delay after its successful verification, during the relevant Business Day, and no later than by the end of the Business Day following the Business Day on which the Transfer Order was received by the Provider.

9. **Number of block confirmations required for the Transfer to become irreversible in the relevant DLT network**

   The current data on the number of block confirmations and the estimated time to achieve Transfer irreversibility is always available in the Tariff on the Platform's website https://www.anycoin.cz/fees.

10. **Fees**

    The fees associated with the Transfer are specified in the current Tariff available on the Platform's website https://www.anycoin.cz/fees and the Client is informed of them before submitting a Transfer Order via the Platform.

    The Tariff contains, in particular, the following information:

    (a) the amount of fees associated with the execution of the Transfer Order,

    (b) a distinction between fees for a Transfer in the relevant DLT network and any other possible fees,

    (c) information on whether a fee is charged in connection with the manner and frequency with which information about executed Transfers is provided to or made available to the Client.

11. **Communication between the Provider and the Client, and the technical requirements for the Client's equipment**

All communication between the Provider and the Client, including the exchange of information, notifications, and confirmations, takes place via the Platform and the Client Account. If necessary, communication may also be conducted via the Provider's Email Address and the Client's Email Address specified in the Platform Services Agreement.

The Client is obliged to ensure that their equipment and software meet the following requirements in order to enable the secure receipt of information and notifications from the Provider:

(a) an internet-connected device (e.g. a computer, tablet or mobile phone);

(b) the current version of a commonly used internet browser that is supported by the Platform;

(c) an active and functional email address,

(d) the ability to receive notifications and messages via the Platform,

(e) the current version of the Platform mobile application (if the Client uses mobile access).

12. Provision of information related to the Transfer

Information relating to the Transfer is made available to the Client via their Client Account.

The Provider shall notify the Client, on a one-off basis, following:

(a) the execution of the Transfer Order, of the details of the executed Transfer Orders, including information about the Originator and Beneficiary, the DLT address, the type and quantity of transferred crypto-assets, the amount of fees, and the value date,

(b) the refusal to execute the Transfer Order, of the refusal to execute the Transfer Order and the reasons for it, unless this would be contrary to applicable legal regulations,

(c) the detection of fraud or a security threat relating to the Transfer.

13. Language of the Platform Services Agreement and communication between the Provider and the Client

Clients communicate with the Provider in Czech, which is also the language in which the Platform Services Agreement is concluded.

14. Secure procedure for informing the Client of fraud, security threats or suspicion thereof

If the Provider detects fraud or a security threat in connection with the Transfer, or has reason to suspect either of these, the Provider shall inform the Client without undue delay via the Client Account.

Notifications sent via the Client Account, to the Client's email address or via another method in accordance with the Terms and Conditions ensure that communication is only accessible once the Client's identity has been verified and they have logged into the secure Platform environment.

15. Notification of unauthorised, incorrectly initiated or incorrectly executed Transfers

The Client will be informed via the Client Account of any fraud or security threat in connection with the Transfer, or of any suspicion thereof.

If the Client believes that an unauthorised, incorrectly initiated or incorrectly executed transfer of crypto-assets has occurred, they must inform the Provider via the Client Account without undue delay from the moment they became aware of it.

The Provider is only liable for unauthorised or incorrectly initiated or executed Transfers caused by its own fault, up to the amount of the Transfer in question at the time it was executed.

The Provider shall assess whether an error has been made no later than within 5 business days from the date on which it became aware of the unauthorised, incorrectly initiated or incorrectly executed Transfer of Crypto-Assets, and shall inform the Client of the outcome.

16. Description of the Provider's security systems relating to Transfers

The Client is authorised to submit a Transfer Order only via the password-protected Platform, which also enables the Client Account to be secured using two-factor authentication or biometric login.

All of the Client's activity is logged, particularly logins and the submission of Transfer Orders including available metadata such as the IP address and information about the device used to submit the Transfer Order.

The Client is always informed of critical activity via the Platform and by email to the Client's Email Address, particularly with regard to logins from unknown devices to the Client Account, changes to the Client Account password, deactivation of two-factor authentication and submission of Transfer Orders.

17. **During the term of the Platform Services Agreement, the Client will have unlimited access to the agreement in their Client Account, as well as to the current version of this summary on the Platform's website.**

18. **The Client will be notified of any changes to the information contained in this Summary of Transfer Policy 30 days before they take effect.**