

Consumer Information for Distance Selling

Pursuant to Section 312d para. 2 of the German Civil Code ("*Bürgerliches Gesetzbuch*", "*BGB*") in conjunction with Art. 246b Section 2 para. 1 of the Introductory Act of the German Civil Code ("*Einführungsgesetz zum Bürgerlichen Gesetzbuche*", "*EGBGB*") as well as Section 312i para. 1 BGB in conjunction with Art. 246c EGBGB, the consumer must be provided with the following information in text form in due time before submitting their contractual declaration if the agreement is concluded exclusively by means of distance communication (e.g. letter, fax, electronic communication such as e-mail, Internet).

1. General Company Information about the Company

New Horizon GmbH

Neue Schönhauser Str. 2

10178 Berlin

E-mail: contact@timeless.investments

Managing Directors: Andreas Joebges and Malte Häusler

entered in the Commercial Register of the Charlottenburg Local Court under

HRB 199884 B

Sales tax ID: DE320311786

(hereinafter "New Horizon")

Main business activity

New Horizon operates a platform ("**Timeless**") at www.timeless.investments for the acquisition of Fractional Ownership of collectibles ("**Fractional Ownership of Collectibles**"), derivative agreements whose performance is linked to the value of collectibles ("**Derivatives**"), and Fractional Ownership of non-fungible tokens such as "*CryptoPunks*", which are published on the Ethereum Blockchain ("**NFT**") and stored on data carriers, such as USB sticks ("**Data Carrier**").

Timeless enables persons who have registered and verified themselves on the Platform ("**Consumers**") to purchase and, where applicable, trade Fractional Ownership of Collectibles, Fractional Ownership of NFTs and Derivatives.

New Horizon brokers the purchase and sale of Fractional Ownership of Collectibles, Fractional Ownership of NFTs and Derivatives on Timeless. Furthermore, New Horizon can act as a seller on Timeless. New Horizon's offers do not constitute an investment in a company (such as an investment in a closed-end fund).

New Horizon also acts as a contractually bound intermediary of the financial services institution CONCEDUS GmbH with registered office in Eckental, business address Schlehenstr. 6, 90542 Eckental on the basis of Section 2 para. 10 of the German Banking Act ("*Kreditwesengesetz*", "*KWG*").

Notice pursuant to Section 3 para. 2 of the German Securities Institutions Act ("*Wertpapier-institutsgesetz*", "*WpIG*")

New Horizon GmbH is a contractually bound intermediary within the meaning of Section 3 para. 2 WpIG and acts as investment intermediary pursuant to Section 2 para. 2 No. 3 WpIG exclusively for the account and under the liability of CONCEDUS GmbH, business address Schlehenstr. 6, 90542 Eckental.

New Horizon GmbH has been notified to the German Federal Financial Supervisory Authority ("*Bundesanstalt für Finanzdienstleistungsaufsicht*", "*BaFin*") as a contractually bound intermediary of CONCEDUS GmbH and has been entered in the BaFin register - contractually bound intermediaries under register number 80174023.

The BaFin register - contractually bound intermediaries is available at: <https://portal.mvp.bafin.de/database/VGVInfo/>

Competent supervisory authority

Federal Financial Supervisory Authority, Graurheindorfer Straße 108, 53117 Bonn, Germany

2. Information about the Product

Essential Characteristics of Fractional Ownership of Collectibles

The Consumer acquires a fraction in the selected collectible ("**Fractional Ownership of Collectibles**"). The in rem agreement is subject to the condition that the total price (consisting of the price for the fractions, service fee and administration fee) has been paid in full to New Horizon.

The remaining Fractional Ownership of a Collectible is held either by other Consumers of New Horizon or directly by New Horizon. This results in restrictions on the disposal of the Fractional Ownership of the Consumer directly from these General Conditions and from the law; reference is made to Sections 741 et seq. BGB and Sections 1008 to 1011 BGB.

New Horizon arranges for the Consumer to take possession of the collectible based on the Custody Agreement contained in the Trading Contract.

The Consumer may dispose of Fractional Ownership of Collectibles only with the express consent of New Horizon.

Documentation of the Transmission

With the receipt of Timeless Tokens, the token holder receives a Utility Token, which documents (Fractional) Ownership of a specific Collectible.

The Consumer as token holder has no rights whatsoever through the Timeless Token. In particular, Timeless Tokens themselves do not constitute co-ownership in a particular collectible.

Timeless Tokens are allocated to Consumers via automated (smart contract) transfer to a blockchain address generated and allocated for the Consumer by New Horizon.

The rights and obligations are inseparable from the ownership of the collectible. The transfer of Timeless Tokens follows the ownership of the collectible.

Timeless Tokens will be issued on an ongoing and continuous basis once Fractional Ownership of a Collectible has been acquired and the collectible is held in custody by New Horizon. Additional Timeless Tokens will therefore only be issued if further Fractional Ownership of a Collectible is acquired.

Timeless Tokens are ordered with the purchase of Fractional Ownership at New Horizon. Timeless Tokens are generated ("**minted**") by New Horizon and transferred to the Consumer. The total stock of Timeless Tokens and the associated (Fractional) Ownership of Collectibles is continuously updated and published on <https://Timeless.investments> and on the Timeless app. On the Timeless app, the Consumer sees the timestamp, the amount of Timeless Tokens that have been transferred and in the additional description, the information about the collectible with storage location where it is kept by New Horizon.

Timeless Tokens are not admitted to trading on any regulated or unregulated market, which constitutes a de facto restriction on the tradability of Timeless Tokens.

For the purpose of transferring the Timeless Tokens, the Consumer must establish and maintain a suitable Wallet and private access keys (Public and Private Keys) in a fully functional, secure and valid status. New Horizon will be instructed by the Consumer to establish such a Wallet and to set up access to such Wallet for the relevant Consumer. In order to receive Timeless Tokens, the Consumer needs a blockchain address (Public Key). New Horizon will assign this to the respective Consumer.

The Consumer instructs New Horizon to store the Private Key.

Sales Order

The Consumer in the role of purchaser irrevocably instructs New Horizon to find an interested purchaser for the respective collectible as specified.

The Sales Order refers to the sale of the collectible as a whole. The sale of Fractional Ownership of Collectibles is not commissioned.

New Horizon is authorised to publicly offer and advertise the collectible for resale. For this purpose, it is granted any rights (name and image rights, etc.).

New Horizon is authorised to offer the collectible to anyone.

Trading Function

Insofar as the trading function is activated for the Consumer, the Consumer will be given the opportunity, at Timeless's discretion, to offer their own Fractional Ownership purchased on

Timeless for sale to registered Consumers who are also activated for trading via the app. Registered and activated Consumers will be given the opportunity to purchase Fractional Ownership from other Consumers via the app. In the context of this trading function, New Horizon acts as a contractually bound intermediary of CONCEDUS, whereby New Horizon does not employ any sub-intermediaries. New Horizon acts as an intermediary on the instructions of the Consumer without any discretionary power. The investment brokerage is carried out without giving advice to the Consumers.

New Horizon's brokering activities are subject to a statutory recording and retention obligation, in particular pursuant to Section 83 of the German Securities Trading Act ("*Wertpapierhandelsgesetz*", "*WpHG*"). Conversations and communications with Consumers in the course of the brokering activity are recorded and Consumers consent to this. A copy of the records of these conversations and communications can be made available upon request of the Consumers for a period of five years and - if requested by BaFin - for a period of seven years. As a contractually bound intermediary, New Horizon is subject to the obligation to grant CONCEDUS access to its business records at any time, within the framework of the duties and rights under supervisory law. In addition, CONCEDUS has a comprehensive right to issue instructions in the sense of securing management and control options in accordance with Section 25b para. 1 Sentence 1 KWG and Section 80 para. 6 WpHG. As a contractually bound intermediary, New Horizon is obliged to tolerate audits and inspections of its business premises by BaFin as well as by the internal audit department of CONCEDUS and to cooperate in these audits.

New Horizon, as a contractually bound intermediary, has entered into a separate contractual agreement with CONCEDUS, according to which New Horizon acts as a contractually bound intermediary of CONCEDUS for the brokerage of financial instruments (hereinafter referred to as "**Assumption of Liability**"). According to this agreement, CONCEDUS is liable to the Consumers for all damages which arise due to a breach of duty by New Horizon, if and to the extent that any limitations of liability from these GTC or from the brokerage agreement or GTC of CONCEDUS do not conflict with this. Other activities of New Horizon, which do not include the brokerage of financial instruments, do not include the Assumption of Liability by CONCEDUS.

Offering Fractional Ownership under the Trading Function

To offer Fractional Ownership (currently only possible with Fractional Ownership of Collectibles and NFTs), the Consumer selects the corresponding asset via the app. Via the "Place Offer" button, the Consumer selects the number of fractions and the fraction price per fraction that he or she would like to offer for sale to other Consumers via the app. In the next step, Consumers can check their offer and the underlying Trading Agreement for which Consumers are offering their fractions and confirm it bindingly via the "Confirm" button. The offer is thus bindingly posted on the app. After placing an offer, Consumers will be asked to provide their bank details, which will be used for the payout after the completion of a successful brokerage, so that Consumers receives their sale price. Payments are processed via the payment service provider Secupay AG, based in Pulsnitz. Consumers who wish to sell fractions must conclude a separate agreement with Secupay AG for this purpose. After confirmation of the bank details and conclusion of an agreement with Secupay AG, the selling Consumer's offer will be published. As long as an offer is not accepted by another Consumer, the Consumer can remove the offer. After acceptance of the offer by another Consumer, the offer can no longer be removed. In this case, a binding agreement of sale is concluded for the offered fractions. To the extent that a Consumer is still reviewing the offer but has not yet accepted it, the offer cannot be removed, but there is not yet a binding agreement of sale. If a Consumer accepts the offer and purchases the fractions, the sale will be confirmed via the app and by email with reference to an order confirmation number. Consumers will receive the Trading Agreement on the app and by email.

Purchase of fractions under the Trading Function

To purchase fractions (currently only possible with Fractional Ownership of Collectibles and NFTs), the Consumer selects the appropriate asset and then checks out the corresponding offer that another Consumer has posted for sale on Timeless. The Consumer can select an offer by clicking the "Buy" button. In the next step, the Consumer is presented with a summary of the offer showing the number of fractions, the price per fraction, the total fractions, the trading fee and the trading contract. The "Next" button takes the Consumer to the selection of the payment method, where they can choose between credit card payment and instant bank transfer. By clicking on the "Save" button, the Consumer is taken to the general overview, where Consumers can see the summary of the offer with additional presentation of the payment method and personal data. At this point, Consumers can agree to the Trading Agreement and bindingly purchase the selected fractions via the "Buy now" button. This concludes a binding Purchase Agreement. In the next step, the purchase is confirmed via app and by e-mail with reference to an order confirmation number.

Period of Validity of the Offer

Fractional Ownership for individual collectibles is limited in number. No Fractional Ownership in the collectibles can be acquired after it has been sold out.

Notes on Risks (Special Notes due to the Nature of the Financial Service)

Acquiring (Fractional) Ownership of Collectibles, transferring the Timeless Tokens and reselling collectibles involves specific risks. Therefore, it is important to pay attention to the following:

Maximum Risk

The maximum risk is a complete loss of value of the collectibles and thus of the purchase price paid.

General Market Price Risk

The Consumer bears the risk that the market price of the collectible reduces as a result of the general development of the market. New Horizon is obliged to sell collectibles when a collectible reaches a certain value. However, for some collectibles there may be a risk that an increase in value will not occur. This may be because the collectible loses value or simply does not evolve. This market price risk is difficult to assess in advance. New Horizon endeavours to estimate the value at the time of acquisition as close to the market price as possible. However, it does not bear the risk of the value subsequently turning out to be lower than initially estimated. This risk is shared by each Consumer. The Consumer suffers a loss if collectibles are sold below the purchase price.

Storage Risk / Insurance Risk

The collectible is stored in a German storage facility. An insurance policy has been taken out, according to which insurance coverage exists for the collectibles stored in the relevant storage facilities to the extent specified in the insurance conditions. Nevertheless, there is a risk that the collectibles may be stolen in the course of a burglary or that the storage facilities and thus the collectibles may become inaccessible, destroyed or damaged due to force majeure. It cannot be ruled out that these cases of damage are not covered by the insurance, that claims against the insurance cannot be enforced or that the insurance does not fulfil its obligations. This could mean the partial or complete loss of value of the collectibles.

Risk of Counterfeiting

Collectibles are affected by plagiarism and counterfeiting. Collectibles may subsequently be found to be plagiarised or counterfeit. New Horizon will endeavour to verify the authenticity of a collectible at the time of purchase by requesting appropriate proof from the seller. However, it does not bear the risk if a collectible is subsequently found to be a forgery / counterfeit. This risk is borne by each Consumer.

Risks of Fractional Ownership and the Sales Order

The acquisition of (Fractional) Ownership of Collectibles involves certain risks of Fractional Ownership under civil law. Every Consumer should be aware of these risks before the acquisition. Basically, it should be noted that any disposition of the collectible as a whole requires the consent of all Fractional Owners. To the extent that the disposition under the Sales Order or trading feature requires a majority of the Fractional Owners, there is a risk that you will be outvoted by the majority of the Fractional Owners or that such a majority will not be achieved.

In addition, the Consumer cannot freely dispose of his or her Fractional Ownership of Collectibles. Disposing of a Fractional Ownership of a Collectible may require New Horizon's consent. In particular, the Consumer cannot determine when the collectible is to be sold.

Holding Period Risk

A collectible may be held for up to 10 years (commencing from the date on which Fractional Ownership of a Collectible was established for the first purchaser). The capital invested is tied up during this period.

In addition, you may only be able to dispose of your Fractional Ownership of Collectibles with New Horizon's consent. There is therefore a risk that disposal may not be possible.

3. Information on the Trading Contract

Formation of the Agreement; Technical Steps for the Conclusion of the Agreement

The presentation and advertising of the collectibles in the app or on the website does not constitute a legally binding offer to conclude a purchase contract.

The Consumer can choose from the portfolio of Timeless collectibles and select them for purchase on the app via the "Purchase Fractions" button (or via a -symbol image).

By clicking on the "Purchase Fractions" button, the Consumer is taken to the next step of the ordering process.

In order to complete the ordering process, the Consumer must create a Consumer account on the platform. Within the Consumer account or as part of the ordering process, the Consumer must provide personal data, contact information and the billing address.

By clicking on the button "Buy Fractions Now" or, if the payment method Google Pay is selected, "Pay with GPay" and, if the payment method Apple Pay is selected, "Pay with Apple Pay", the Consumer submits a binding application to purchase the Fractional ownership of the collectible in the shopping basket. Up to this point, the Consumer can correct his entries at any time.

Timeless will then confirm receipt of the Consumer's order by e-mail. With the confirmation of receipt, the acceptance of the Consumer's offer to conclude the Trading Agreement is declared at the same time. New Horizon saves the text of the agreement if a Trading Agreement is concluded. This is transmitted to the Consumer by e-mail upon conclusion of the contract.

Technical Means to Protect Against Input Errors in the Online Drawing Process

Up until the completion of a purchase, the Consumer can correct their entries at any time in the check out process.

Storage of the Agreement Text

This agreement text is stored in the app and can be downloaded by the user via the app.

Contractual Termination Conditions

Termination of the Purchase Agreement is excluded.

Ordinary termination of the Trading Agreement with the exception of individual subagreements is excluded. The right of the Parties to extraordinary termination of the Trading Agreement with the exception of the Purchase Agreement remains unaffected.

Notice of termination must be given in text form.

Language of Agreement and Communication

The product will only be offered in German and communication between New Horizon and the Consumer will be in German.

Details of Payment and Performance

The Consumer can choose from the available payment methods (credit card, instant transfer, Google Pay and Apple Pay) during the ordering process.

Payment of the fees is due upon conclusion of the trading contract.

If payment is made by credit card, the credit card account will be debited on the day the agreement is concluded.

Invoices may be provided to the Consumer electronically (on the Consumer's account).

Payment to the seller will only be made after the 14-day revocation period has expired.

4. Total Price of the Financial Service, Price Components and Taxes Paid

Total Price

The purchase price includes the price for the fractions and a service fee of 2% of the price for the fractions. The purchase price includes the statutory value added tax (VAT). In addition, each collectible or NFT is subject to an administration fee in accordance with the Custody Agreement or Custody Management Agreement. New Horizon charges an administration fee for the storage of the collectible or the organisation of the safekeeping of the data carrier. This fee is 3% of the price of the fractions and is inclusive of VAT.

The prices and charges included in the total price can be viewed on the New Horizon product page and order summary via the website/app.

Additional Costs and Taxes

As further costs, the Consumer has to bear their own costs for internet, postage, telephone etc. Such costs will not be charged to the Consumer by the Issuer, but by third parties.

5. Member State of the EU whose Law Governs the Company

Federal Republic of Germany

6. Applicable Law, Competent Court

The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods, as long as there are no mandatory statutory provisions to the contrary.

There is no contractual jurisdiction clause.

7. Out-of-Court Complaint and Redress Procedures

In the event of disputes arising from the application of the provisions of BGB concerning distance contracts for financial services, it is possible, without prejudice to the right to bring the matter before the courts, to bring the matter before a private Consumer arbitration board recognised by the Federal Office of Justice for these disputes or the arbitration board set up at the Deutsche Bundesbank (Deutsche Bundesbank; Arbitration Board, P.O. Box 111 232, D-60047 Frankfurt/Main; fax: 069 2388 1919, Internet: bundesbank.de). In the aforementioned conciliation proceedings, the Consumer must affirm that he/she has not yet called upon a court, a conciliation board or a conciliation body to settle the dispute, nor has he/she concluded an out-of-court settlement.

The European Commission provides a platform for online dispute resolution, which you can access at <http://ec.europa.eu/Consumers/odr/>.

New Horizon does not participate in dispute resolution proceedings held by a Consumer arbitration board.

8. Existence of a Guarantee Fund or other Compensation Schemes and codes of Conduct

There are neither guarantee funds nor other compensation schemes. In particular, there is no deposit insurance for Consumers' claims.

New Horizon has not subscribed to any codes of conduct.

9. Period of Validity of the Information provided

The information provided is valid in each case until notification of changes.

10. Right of Revocation

If the client is a Consumer, they have the statutory right to revoke the Trading Agreement as a whole, unless, at the express request of the client(s) who are Consumers, the Trading Agreement is fully performed by the Parties before the client(s) who are Consumers exercise their right of revocation. The following cancellation policy applies to this statutory right of revocation:

Revocation Policy

Section 1

Right of Revocation

You can revoke your contractual declaration **within 14 days without giving** reasons by means of a clear declaration. The period begins after the conclusion of the agreement and after you **have received** the contractual provisions including the General Terms and Conditions as well as **all the information listed below under section 2 on** a durable data medium (e.g. letter, fax, e-mail). **To comply with the revocation period, it is sufficient to send the revocation in good time** if the declaration is made on a durable data carrier. The revocation is to be sent to:

New Horizon GmbH
Neue Schönhauser Str. 2,
10178 Berlin

E-mail: contact@timeless.investments

Phone: 03063423691

Section 2

Information Required for the Start of the Withdrawal Period

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

1. the identity of the trader; the public register of companies 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 trader and the supervisory authority responsible for its authorisation
3. to the address
 - a) the summonable address of the trader and any other address relevant for the business relationship between the trader and the Consumer, in the case of legal persons, associations of persons or groups of persons also the name of the authorised representative
 - b) any other address relevant to the business relationship between the Consumer and a representative of the trader or a person acting in a commercial capacity other than the trader, where the Consumer has business dealings with that person; in the case of legal persons, associations of persons or groups of persons, also the name of the person authorised to represent
4. the essential characteristics of the financial service and information on how the agreement is concluded
5. the total price of the financial service including all related price components as well as all taxes paid via the trader or, if no exact price can be indicated, its basis of calculation enabling the Consumer to verify the price

6. if applicable, any additional costs incurred as well as an indication of possible further taxes or costs which are not paid via or invoiced by the trader
7. the indication that the financial service relates to financial instruments which, because of 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 trader has no control and that past returns are not indicative of future returns
8. Details regarding payment and fulfilment;
9. 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 which the Consumer must pay for the service provided in the event of withdrawal, insofar as he is obliged to pay compensation for lost value (underlying provision: Section 357a BGB);
10. the minimum term of the agreement if the agreement concerns a permanent or regularly recurring service;
11. the contractual terms of termination, including any contractual penalties;
12. the Member States of the European Union whose law the trader uses as a basis for establishing relations with the Consumer before concluding the Agreement;
13. a contractual clause on the law applicable to the agreement or on the competent court;
14. 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 Agreement;
15. the indication of whether the Consumer can make use of an out-of-court complaint and redress procedure to which the trader is subject and, if so, its access requirements;

16. the existence of a guarantee fund or other compensation schemes which do not fall within the scope of either the deposit 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).

Section 3

Consequences of Revocation

In the event of an effective revocation, **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 revocation 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 revocation 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 revocation. **Your right of withdrawal expires** prematurely if the agreement 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 notice of cancellation and for us with its receipt.

End of the revocation policy