

FS Steel-Products GmbH

(a limited liability company [*Gesellschaft mit beschränkter Haftung*]
under the laws of the Republic of Austria)

Public Offering of up to 18,000 STEELCOINS (ISIN: ATSTEELCOIN5)

FS Steel-Products GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and validly existing under the laws of the Republic of Austria ("**Company**" or "**Issuer**"), intends to offer to the public as continuous issue transferable bearer securities that are issued in the form of ERC-20 tokens on the "Ethereum" blockchain and – according to the terms and conditions set out under Part III (*Terms and Conditions of the STEELCOINS*) below ("**Terms and Conditions**") – have no maturity and do not bear any interest, but can be returned at any time at the choice of the holder either against physical settlement against certain steel goods (Steel Goods Option) or against cash settlement in EUR (Cash Option) ("**STEELCOINS**", and each a "**STEELCOIN**"). Until (and including) 1 January 2023, one STEELCOIN entitles the holder to exchange it for 1,814.39 kilogram (kg) of steel goods under the Steel Goods Option; beginning from 2 January 2023, the weight in steel goods represented by one STEELCOIN will continuously decrease in accordance with the Weight Reduction Schedule. The amount of the cash settlement to be granted under the Cash Option also depends on the represented weight (that is reduced over time), but also on other factors.

The issue of the STEELCOINS is expected to commence between 22 September 2022 and 30 September 2022 (in each case including such day) and will end upon the expiry of the validity of this Prospectus on 21 September 2023, at the latest. The exact date from which onward STEELCOINS can be subscribed by interested investors (the "**Issue Start Date**") will be published by the Issuer on its website. The Issuer reserves the right to shorten or terminate the offer period at any time at its absolute discretion (in particular, in case of full placement of the STEELCOINS).

The STEELCOINS are not issued at a fixed issue price. Instead, each interested investor may make a subscription offer to the Issuer specifying the number of STEELCOINS or a fraction thereof as well as the issue price therefor. The issue price offered must not be more than EUR 5,400 per STEELCOIN (the "**Maximum Issue Price**"), and the minimum investment amount offered must be at least EUR 50. The Issuer is free to accept or reject any such offer in whole, or accept any such offer in part with a reduced number of STEELCOINS or a fraction thereof but only at the issue price per STEELCOIN offered by the investor. If all STEELCOINS that are subject to this offering would be issued at the Maximum Issue Price, the maximum volume of the present issue would amount to EUR 97,200,000. The Issuer reserves the right to increase the maximum number of STEELCOINS to be issued in the future. The STEELCOINS are governed by Austrian law.

STEELCOINS are a complex product, the understanding of which requires not only knowledge of the functioning and characteristics of securities, but also knowledge of the functioning and characteristics of the steel markets and of the

"Ethereum" blockchain. Prospective investors should consider that investing in the STEELCOINS involves certain risks. For a discussion of certain significant factors affecting investments in the STEELCOINS, see Part II (*Risk Factors*). The occurrence of one or more of such risks could lead investors to lose some or all of their investment. An investment in the STEELCOINS is suitable only for financially sophisticated investors who understand the steel market and who are capable of evaluating the merits and risks of such investment and who have sufficient resources to be able to bear any losses which may result from such investment.

The consideration received when making use of the Steel Goods Option or the Cash Option, and thus also the value of the STEELCOINS, depends to a certain extent on the development of the steel price or the European market for finished steel (for more details see the Terms and Conditions). However, an investment in STEELCOINS is not an investment in a commodity, especially not in the commodity "steel". The Issuer is free to use the proceeds from issuing STEELCOINS at its own discretion and in particular is not obliged to invest them in steel products or use them for steel trading or in any other specific way.

This document is a prospectus ("**Prospectus**") within the meaning of Regulation (EU) 2017/1129, as amended ("**EU Prospectus Regulation**"). It was drafted exclusively for the purpose of offering the STEELCOINS to the public pursuant to Article 2 lit d) EU Prospectus Regulation. It was drafted in accordance with Annexes 6, 14 and 17 of the Commission Delegated Regulation (EU) 2019/980, as amended, and in accordance with Annex 2 of the Delegated Regulation (EU) 2019/979, as amended, and complies with the requirements of the Austrian Capital Markets Act 2019 (*Kapitalmarktgesetz 2019*, "**Capital Markets Act**").

THIS PROSPECTUS OR THE INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE AN OFFER TO SELL NOR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, THE UNITED STATES OF AMERICA (THE "U.S."), IN WHICH SUCH AN OFFER TO SELL NOR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES WOULD BE UNLAWFUL. THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN, ARE NOT AND WILL NOT BE OFFERED OR SOLD IN SUCH JURISDICTION, NEITHER PUBLICLY NOR OTHERWISE. ANY REQUESTS TO SUBSCRIBE STEELCOINS FROM THE ISSUER WILL BE REJECTED.

This Prospectus has been approved by the Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*, "**FMA**") in its capacity as competent authority under the EU Prospectus Regulation and pursuant to the Capital Markets Act. The accuracy of the information contained in this Prospectus does not fall within the scope of examination by the FMA. The FMA examines and approves this Prospectus only in respect of its completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and/or of the quality of the STEELCOINS that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the STEELCOINS. Any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which may affect the assessment of the STEELCOINS and which arises or is noted between the approval of this Prospectus by the FMA and the end of its validity, will be published in a

supplement to this Prospectus in accordance with Article 23 of the EU Prospectus Regulation. Such supplement must be approved in the same way as this Prospectus by the FMA and must be published in the same way as this Prospectus.

This Prospectus will be notified pursuant to Article 25 of the EU Prospectus Regulation to Belgium (Financial Services and Markets Authority [*Autoriteit voor Financiële Diensten en Markten / Autorité des services et marchés financiers*], FSMA), Bulgaria (Financial Supervision Commission [*Комисия за финансов надзор*], FSC), Croatia (Croatian Financial Services Supervisory Agency [*Hrvatska agencija za nadzor financijskih usluga*], HANFA), Cyprus (Cyprus Securities and Exchange Commission [*Επιτροπή Κεφαλαιαγοράς*], CySEC), the Czech Republic (Czech National Bank [*Česká národní banka*], CNB), Denmark (Danish Financial Supervisory Authority [*Finanstilsynet*], DFSA), Estonia (*Finantsinspeksioon*, FSA), Finland (Financial Supervisory Authority [*Finanssivalvonta*], FIN-FSA), France (*Autorité des Marchés Financiers*, AMF), Germany (Federal Financial Supervisory Authority [*Bundesanstalt für Finanzdienstleistungsaufsicht*], BaFin), Greece (Hellenic Capital Market Commission [*Επιτροπή Κεφαλαιαγοράς*], HCMC), Hungary (Central Bank of Hungary [*Magyar Nemzeti Bank*], MNB), Iceland (Central Bank of Iceland [*Seðlabanki Íslands*]), Ireland (Central Bank of Ireland [*Banc Ceannais na hÉireann*], CBI), Italy (*Commissione Nazionale per le Società e la Borsa*, CONSOB), Latvia (Financial and Capital Market Commission [*Finanšu un kapitāla tirgus komisija*], FKTK), Liechtenstein (Financial Market Authority Liechtenstein [*Finanzmarktaufsicht Liechtenstein*], FMA), Lithuania (Bank of Lithuania [*Lietuvos bankas*], LB), Luxembourg (*Commission de Surveillance du Secteur Financier*, CSSF), Malta (Malta Financial Services Authority [*Awtorita' għas-Servizzi Finanzjari ta' Malta*], MFSA), Netherlands (Dutch Authority for the Financial Markets [*Autoriteit Financiële Markten*], AFM), Norway (Financial Supervisory Authority of Norway [*Finanstilsynet*], FSA), Poland (Financial Supervision Authority [*Komisja Nadzoru Finansowego*], KNF), Portugal (Securities Market Commission [*Comissão do Mercado de Valores Mobiliários*], CMVM), Romania (Financial Supervisory Authority [*Autoritatea de Supraveghere Financiară*], ASF), Slovakia (National Bank of Slovakia [*Národná banka Slovenska*], NBS), Slovenia (Securities Market Agency [*Agencija za trg Vrednostnih Papirjev*], A-TVP), Spain (National Securities Market Commission [*Comisión Nacional del Mercado de Valores*], CNMV) and Sweden (Financial Supervision Authority [*Finansinspektionen*], FI) (the "**Passporting Countries**"). To the extent required for the notification of this Prospectus to the Passport Countries, translations of the Summary (Part I of this Prospectus) are included in Part VII (*Annexes*). The STEELCOINS have not been and will not be registered under the securities laws of any jurisdiction other than Austria, and, in particular, have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") and may not be offered or sold in the United States except pursuant to an exemption from registration.

The date of this Prospectus is 21 September 2022.

The validity of this Prospectus will expire on 21 September 2023. Investors should be aware that the obligation to supplement this Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when this Prospectus is no longer valid.

IMPORTANT NOTICES

No person is or has been authorized to give any information or to make any representation in connection with the offer or sale of the STEELCOINS, other than as contained in this Prospectus. Any other information or representation given or made in connection with the offering of the STEELCOINS must not be relied upon as having been authorized by the Issuer or the managing directors of the Issuer. The delivery of this Prospectus at any time after the date hereof shall not, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or that the information set out in this Prospectus is correct as of any time since its date.

This Prospectus has been prepared to enable investors to evaluate a purchase of the STEELCOINS. In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the offering, including, without limitation, the merits and risks involved. The offering of the STEELCOINS is being made solely on the basis of this Prospectus.

Neither the Issuer nor any of its representatives are making any representation to any offeree or purchasers of the STEELCOINS regarding the legality of an investment in the STEELCOINS by such offeree or purchaser under the laws applicable to such offeree or purchaser. The contents of this Prospectus are not to be construed as investment, legal, financial or tax advice. Potential investors should consult their own legal, financial, tax or other advisors for legal, financial, tax or related advice regarding an investment in the STEELCOINS.

The distribution of this Prospectus and the offer and sale of the STEELCOINS are restricted by law in certain jurisdictions. Persons who come into possession of this Prospectus are required to inform themselves about, and to observe, any such restrictions. This Prospectus may not be used for, or in connection with, and does not constitute, an offer to sell, or an invitation to purchase, any of the STEELCOINS in any jurisdiction in which such offer or invitation would be unlawful. In particular, the STEELCOINS have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction in the United States for offer or sale and may not be offered or sold, pledged or otherwise transferred in the United States.

No action has been taken by the Issuer that would permit an offer of the STEELCOINS or distribution of this Prospectus or any other materials relating to the offering of the STEELCOINS in any jurisdiction where action for that purpose is required, other than Austria and the Passporting Countries.

Any failure to comply with these restrictions may constitute a violation of applicable securities laws.

TABLE OF CONTENTS

FORWARD-LOOKING STATEMENTS	7
PRESENTATION OF FINANCIAL AND OTHER INFORMATION	8
GLOSSARY OF TERMS AND CERTAIN DEFINITIONS USED IN THIS PROSECTUS ..	9
I. Summary	12
II. Risk Factors	19
1. Risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities	20
2. Risks that are specific to the securities being offered and/or admitted to trading	25
3. Risks specific to the STEELCOINS and the Blockchain	33
III. Terms and Conditions of the STEELCOINS	40
1. Definitions	41
2. Issuer and Issuing	45
3. Subscription, Offered Subscription Price and Subscription Amount	45
4. No Trading on Marketplaces / Trading Venues – Transferability	47
5. Rights Connected to the STEELCOINS.....	47
6. Physical Settlement: Steel Goods Option	48
7. Cash Settlement: Cash Option.....	51
8. Forks of the Blockchain.....	52
9. Default and Force Majeure	52
10. Payment and Austrian Taxation	53
11. Term and Termination	53
12. Issuance of Further Financial Instruments and Possibility to Agree on Special Conditions.....	54
13. Governing Law and Jurisdiction.....	54
14. Website	54
15. Miscellaneous	55
IV. The Issuer	71
1. Persons responsible, third party information, experts' reports and competent authority approval.....	71
2. Statutory Auditors	72
3. Risk Factors	73
4. Information about the issuer	73
5. Business Overview	74
6. Organisational Structure	81
7. Trend Information.....	83
8. Profit Forecasts or Estimates	84
9. Administrative, Management, and Supervisory Bodies	84
10. Major shareholders	87
11. Financial information concerning the issuer's assets and liabilities, financial position and profits and losses.....	87
12. Additional Information	90
13. Material contracts	91
14. Documents available	93

V.	The STEELCOINS.....	94
1.	Persons responsible, third party information, experts' reports and competent authority approval.....	94
2.	Risk Factors	94
3.	Essential Information	94
4.	Information concerning the securities to be offered to the public / admitted to trading	96
5.	Terms and conditions of the offer of securities to the public	109
6.	Admission to trading and dealing arrangements.....	113
7.	Additional Information	114
VI.	Underlying Assets.....	115
1.	Risk Factors	115
2.	Information concerning the securities to be offered/admitted to trading	115
3.	Additional Information	118
VII.	Annexes.....	119

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. Forward-looking statements concern future circumstances and results and include other statements that are not historical facts, sometimes identified by the words "may", "might", "will", "could", "should", "believes", "expects", "predicts", "intends", "projects", "plans", "estimates", "aims", "foresees", "anticipates", "assumes", "targets", "seeks", "pursues", "goal" and similar expressions. This applies, in particular, to statements in this Prospectus containing information on future earning capacity, plans and expectations regarding the Issuer's business and management, its growth and profitability, and general economic and regulatory conditions and other factors that affect it.

Forward-looking statements in this Prospectus are based on current estimates and assumptions that the Issuer makes to the best of its present knowledge. These forward-looking statements are subject to risks, uncertainties and other factors which could cause actual results, including the Issuer's financial condition and results of operations, to differ materially from and be worse than results that have expressly or implicitly been assumed or described in these forward-looking statements. The Issuer's business is also subject to a number of risks and uncertainties that could cause a forward-looking statement, estimate or prediction in this Prospectus to become inaccurate. Accordingly, investors are strongly advised to read the following Parts of this Prospectus: Part II (*Risk Factors*) and Part IV (*The Issuer*). These Parts include more detailed descriptions of factors that might have an impact on the Issuer's business and the markets in which it operates.

In light of these risks, uncertainties, assumptions and future events described in this Prospectus may not occur. In addition, the Issuer does not assume any obligation, except as required by law, to update any industry information and/or forward-looking statement or to conform these forward-looking statements to actual events or developments.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

The financial information and auditor's opinions presented in this Prospectus are taken from

- (i) the opening balance sheet (*Eröffnungsbilanz*) as of 31 March 2022 ("**Opening Balance Sheet**"), and
- (ii) the unconsolidated interim financial statements ("**Financial Statements**") as of, and for the period from 1 April 2022 to, 15 August 2022 comprising, the unconsolidated balance sheet, the unconsolidated income statement and the notes to the unconsolidated interim financial statements

both prepared in accordance with Austrian GAAP. BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft with its registered seat in Vienna, Austria, and its registered office at Am Belvedere 4, 1100 Vienna, Austria, registered in the Commercial Register of the Commercial Court Vienna under registration number FN 96046 w ("**BDO**"), has issued an unqualified audit opinion dated 26 August 2022 on the Opening Balance Sheet and an unqualified audit opinion dated 26 August 2022 on the Financial Statements. The Opening Balance Sheet and the Financial Statements as well as the respective auditor's reports included in this Prospectus are translations of the original German language documents.

Where financial data are labeled "audited", this means that they were taken from the Opening Balance Sheet or the Financial Statements. The label "unaudited" is used to indicate financial data that were not taken from the Opening Balance Sheet or the Financial Statements and includes internal information and accounting records of the Issuer.

The Opening Balance Sheet and Financial Statements as well as the respective auditor's opinions are publicly available on the Issuer's Website under <https://www.steel-coin.com/legal/prospectus> and are attached to this Prospectus under Part VII (*Annexes*).

As used in this Prospectus, "**euro**" or "**€**" or "**EUR**" means the currency of the member states of the European Union participating in the third stage of the European Economic and Monetary Union.

Financial information presented in parentheses denotes the negative of such number presented. With respect to financial data set out in the main body of the Prospectus, a dash ("-") signifies that the relevant figure is not available, while a zero ("0") signifies that the relevant figure is available but is, or has been rounded to, zero.

GLOSSARY OF TERMS AND CERTAIN DEFINITIONS USED IN THIS PROSECTUS

Term	Glossary
Articles of Association	The articles of association (<i>Errichtungserklärung</i>) of the Company
BDO	BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft with its registered seat in Vienna, Austria, and its registered office at Am Belvedere 4, 1100 Vienna, Austria, registered in the Commercial Register (<i>Firmenbuch</i>) of the Commercial Court Vienna (<i>Handelsgericht Wien</i>) under registration number FN 96046 w
Capital Markets Act	Austrian Capital Markets Act 2019, as amended (<i>Kapitalmarktgesetz 2019</i>)
Custody Act	Austrian Custody Act as amended (<i>Depotgesetz</i>)
Company	FS Steel-Products GmbH, a limited liability company (<i>Gesellschaft mit beschränkter Haftung</i>) incorporated and validly existing under the laws of the Republic of Austria, with its registered seat in Vienna, Austria, and its registered office at Praterstraße 15/3/17, 1020 Vienna, Austria, registered in the Commercial Register (<i>Firmenbuch</i>) of the Commercial Court Vienna (<i>Handelsgericht Wien</i>) under the commercial register number FN 579306 x
euro or EUR or €	Euro; currency of the member states of the European Union participating in the third stage of the European Economic and Monetary Union
Financial Statements	the Issuer's audited unconsolidated interim financial statements for the period from 1 April 2022 (i.e., the date of registration of the Issuer in the Commercial Register [<i>Firmenbuch</i>]) to 15 August 2022
FMA	Austrian Financial Market Authority (<i>Finanzmarktaufsichtsbehörde</i>)
FRANKSTAHL	FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., a limited liability company (<i>Gesellschaft mit beschränkter Haftung</i>) incorporated and validly existing under the laws of the Republic of Austria, with its registered seat in Vienna, Austria, and its registered office at Esteplatz 6, 1030 Vienna, Austria, registered in the Commercial Register (<i>Firmenbuch</i>) of the Commercial Court Vienna (<i>Handelsgericht Wien</i>) under registration number FN 142511 a
FRANKSTAHL Group	Javor Unternehmensbeteiligungsges.m.b.H. (Austria), FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. (Austria), FS Materials GmbH (Austria), Frankstahl König Digital GmbH (Austria), FS Steel-Products GmbH (Austria), Marcel Javor Holding GmbH (Austria), INTER-FRANKSTAHL Auslandsbeteiligungs GmbH (Austria), Frankstahl Romania

Term	Glossary
	s.r.l (Romania), König Frankstahl S.R.L. (Romania), Bogner Edelstahl srl (Romania), Frankstahl d.o.o. (Slovenia), Frankstahl Zagreb d.o.o. (Croatia), Frankstahl Bulgaria EOOD (Bulgaria), Frankstahl d.o.o. (Bosnia and Herzegovina), Frankstahl spol.s.r.o. (Czech Republic), KÖNIG FRANKSTAHL s.r.o. (Czech Republic), Bogner Edelstahl Czech Republik s.r.o. (Czech Republic), KÖNIG FRANKSTAHL Kft. (Hungary), KÖNIG FRANKSTAHL s.r.o. (Slovakia)
Austrian GAAP	Generally accepted accounting principles in Austria
IFRS	International Financial Reporting Standards as adopted by the EU
Income Tax Act	Austrian Income Tax Act 1988, as amended (<i>Einkommensteuergesetz</i> 1988)
ISIN	International Securities Identification Number
Issuer	See "Company"
The Merge	the technical update of the Ethereum blockchain implemented in September 2022
MTF	Means a multilateral trading facility pursuant to Sec 1 no 10 Stock Exchange Act
Opening Balance Sheet	the Issuer's audited opening balance sheet (<i>Eröffnungsbilanz</i>) as of 31 March 2022
Passporting Countries	Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden
Procurement Agreement	Procurement agreement between the Issuer as purchaser and FRANKSTAHL as supplier
Prospectus	This document
Regulated Market	Means a regulated market pursuant to Sec 1 no 2 Stock Exchange Act
STEELCOIN(S)	Means the transferable bearer securities that are issued in the form of ERC-20 token(s) on the "Ethereum" blockchain pursuant to the terms and conditions set out under Part III (<i>Terms and Conditions of the STEELCOINS</i>) below and granting the rights as described in Part III (<i>Terms and Conditions of the STEELCOINS</i>)
Stock Exchange Act	Austrian Stock Exchange Act 2018, as amended (<i>Börsegesetz 2018</i>)
Summary	Part I of this document

Term	Glossary
Terms and Conditions	The terms and conditions of the STEELCOINS as set out in Part III (<i>Terms and Conditions of the STEELCOINS</i>) of this Prospectus
U.S. Securities Act	U.S. Securities Act of 1933, as amended

Terms commencing in capital letters and not defined in the Glossary, shall be defined as provided for under the definitions in Clause 1 (*Definitions*) of the Terms and Conditions (Part III).

I. SUMMARY

Section A – Introduction, containing warnings	
<p><i>This summary should be read as an introduction to this Prospectus (as defined below).</i></p> <p><i>Any decision to invest in the securities should be based on a consideration of this Prospectus as a whole by the investor.</i></p> <p><i>Investors in the securities could lose all or part of their invested capital.</i></p> <p><i>Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating this Prospectus before the legal proceedings are initiated.</i></p> <p><i>Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only where this summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or where it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the securities.</i></p>	
a)	<p>Name and International Securities Identification Number ("ISIN") of the securities</p> <p>This prospectus ("Prospectus") relates to the issuance of STEELCOINS that are transferable bearer securities in the form of ERC-20 tokens on the "Ethereum" blockchain that have no maturity and do not bear any interest, but can be returned at any time either at the choice of the holder against physical settlement against a certain amount of steel goods (decreasing over time) or against cash settlement in EUR ("STEELCOINS", and each a "STEELCOIN"). The ISIN of the STEELCOINS is: ATSTEELCOIN5.</p>
b)	<p>Identity and contact details of the issuer, including its legal entity identifier ("LEI")</p> <p>FS Steel-Products GmbH ("Issuer"; LEI: 5299000X94239BUDFN51), is a limited liability company (<i>Gesellschaft mit beschränkter Haftung</i>) incorporated and validly existing under the laws of the Republic of Austria, with its registered seat in Vienna, Austria, and its registered office at Praterstraße 15/3/17, 1020 Vienna, Austria (phone: +43 50 5030; website: https://www.steel-coin.com). The Issuer is registered in the Commercial Register (<i>Firmenbuch</i>) of the Commercial Court Vienna (<i>Handelsgericht Wien</i>) under the registration number FN 579306 x. It also operates under the commercial name STEELCOIN.</p>
c)	<p>Identity and contact details of the offeror, including its LEI if the offeror has legal personality, or of the person asking for admission to trading on a regulated market</p> <p>See item A.b) of this Summary.</p>
d)	<p>Identity and contact details of the competent authority approving the prospectus and, where different, the competent authority that approved the registration document or the universal registration document</p> <p>The Austrian Financial Market Authority (<i>Finanzmarktaufsichtsbehörde</i>, the "FMA"), Otto-Wagner-Platz 5, A-1090 Vienna (phone: +43 1 249 59-0; website: www.fma.gv.at) has approved this Prospectus in its capacity as competent authority for Austria under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the "EU Prospectus Regulation") and pursuant to the Austrian Capital Markets Act 2019 (<i>Kapitalmarktgesetz 2019</i>).</p>
e)	<p>The date of approval of the prospectus</p> <p>This Prospectus has been approved on 21 September 2022.</p>

Section B – Key information on the Issuer

a) Who is the Issuer of the securities?

Domicile and legal form, LEI, the law under which the Issuer operates and its country of incorporation

See item A.b) of this Summary.

Principal activities

The Issuer's business objectives (*Unternehmensgegenstand*) as stated under Thirdly (*Drittens*) of its articles of association (*Errichtungserklärung*) include (translated from the German original):

- the trade in metal goods and building materials;
- all transactions and measures which are necessary and useful to the achievement of the object of the company and to the development and economic efficiency of the company.

Steel trading and the issuance as well as fulfilment of the Issuer's obligations connected to the STEELCOINS is the primary business purpose of the Issuer. The Issuer's strategic objective is to establish a new facet of classic steel trading with the issuance of STEELCOINS, which is of interest both for speculation and for achieving hedging effects by steel consumers. As a steel trader, the Issuer's operational activities may include the trade in steel products with third parties (other wholesalers, traders, steel mills, large steel consumers). The Issuer has an applicable trade licence (Trade Information System Austria [*Gewerbeinformationssystem Austria – GISA*] number 34882627). The Issuer could (but is not obliged to) also hedge against price increases and risks in the future, and enter into corresponding transactions. The Issuer may build or acquire its own warehouses in the future and may also acquire and dispose of companies or interests in companies. The Issuer's business activities are not limited to the European market but may include trading and business partners worldwide. Market developments and market prices will have a significant influence on how the Issuer conducts its business. In addition, the development of the STEELCOIN and the number of STEELCOINS issued as well as the behaviour of investors, when STEELCOINS are returned will also influence the business decisions of the Issuer. As an operative entity, the Issuer is not committed to a specific strategy. The Issuer is in particular under no obligation to keep an own stock of steel (or other) products or to apply a specific investment or hedging strategy but is free to use the proceeds of the issue at its own discretion for its own account. In the future the Issuer may change its business activities and might – in its sole discretion and the discretion of its (sole) shareholder – pursue additional or other activities and/or give up the current and/or planned business activities.

(Direct and Indirect) Shareholders

Sole shareholder of the Issuer is FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and validly existing under the laws of the Republic of Austria, with its registered seat in Vienna, Austria, and its registered office at Esteplatz 6, 1030 Vienna, Austria, registered in the Commercial Register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 142511 a.

Sole shareholder of FRANKSTAHL is Javor Unternehmensbeteiligungsges.m.b.H., a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and validly existing under the laws of the Republic of Austria, with its registered seat in Vienna, Austria, and its registered office at Esteplatz 6, 1030 Vienna, Austria, registered in the Commercial Register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. is fully owned by Mr Marcel Javor, born 17 October 1974, who thus is the ultimate beneficial owner of the Issuer.

Management

The Issuer's management (*Geschäftsführung*) currently consists of the following managing directors (*Geschäftsführer*):

- Marcel Javor, born 17 October 1974; and
- Ronald Nagy, born 7 December 1973.

Identity of the statutory auditors

The Issuer appointed BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft with its registered seat in Vienna, Austria, and its registered office at Am Belvedere 4, 1100 Vienna, Austria, registered in the Commercial Register of the Commercial Court Vienna under registration number FN 96046 w ("**BDO**"), as the auditor of the Issuer's (i) opening balance sheet (*Eröffnungsbilanz*) as of 31 March 2022 ("**Opening Balance Sheet**") and (ii) the unconsolidated interim financial statements ("**Financial Statements**") as of, and for the period starting on 1 April 2022 and ending on, 15 August 2022, both prepared in accordance with generally accepted accounting principles in Austria ("**GAAP**"). BDO has issued a unqualified audit opinion dated 26 August 2022 on the Opening Balance Sheet and a unqualified audit opinion dated 26 August 2022 on the Financial Statements.

BDO is a member of both the Institute of Public Auditors in Austria (*Institut der Wirtschaftsprüfer*) and the Austrian Chamber of Tax Advisors and Auditors (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) What is the key financial information regarding the issuer?

The information in the tables below has been extracted from, and are only a summary of, the Opening Balance Sheet and the Financial Statements for the dates/periods indicated. The information in the tables below is to be read together with the information contained in the entire Prospectus, in particular the information in the Opening Balance Sheet and the Financial Statements included in Part VII (*Annexes*) of this Prospectus.

Income Statement (audited)	1 April 2022 – 15 August 2022	
	(in €)	
Other operating cost		- 11,617.16
Operating result		- 11,617.16
Result before taxes		- 11,617.16
Result after taxes		- 11,617.16
Net loss for the year		- 11,617.16
Accumulated losses		- 11,617.16

Balance sheet (audited)	15 August 2022	31 March 2022
	(in €)	
Assets		
<i>Current Assets</i>	<i>1,790,182.84</i>	<i>100,000.00</i>
Receivables and other assets	1,359.50	0
Balances with credit institutions	1,788,823.34	100,000.00
Balance Sheet Total	1,790,182.84	100,000.00
Equity and liabilities		
<i>Equity</i>	<i>1,788,382.84</i>	<i>100,000.00</i>
Share capital	100,000.00	100,000.00
Capital reserves	1,700,000.00	0
Accumulated Losses	- 11,617.16	0
<i>Provisions</i>	<i>1,800.00</i>	<i>0</i>
Other provisions	1,800.00	0
Balance Sheet Total	1,790,182.84	100,000.00

c)	<p>What are the key risks that are specific to the issuer?</p> <p>The Issuer is heavily dependent on FRANKSTAHL</p> <p>The Issuer does not have its own personnel and might not be able to build up own staff, in particular key personnel, and the know-how required for its operations</p> <p>The Issuer may not be able to acquire the steel products required for fulfilling its obligations under the STEELCOINS and/or its physical hedging at all (risk of availability) and/or at commercially reasonable terms (risk of price volatility)</p> <p>The Issuer may not be able to deliver the steel goods under the Steel Goods Option due to the unavailability of steel goods or the failure of the Issuer to provide steel goods on time or at all</p> <p>The ability of Issuer to pay the cash settlement under the Cash Option is not secured</p>
-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section C – Key information on the securities	
a)	<p>What are the main features of the securities?</p> <p>Type, class and ISIN of the STEELCOINS</p> <p>The STEELCOINS are transferable bearer securities with the ISIN ATSTEELCOIN5 that are issued in the form of ERC-20 tokens on the "Ethereum" blockchain ("Blockchain"). There are no different classes of STEELCOINS.</p> <p>Currency, denomination, par value, the number of securities issued and the term of the securities</p> <p>The STEELCOINS do not have a specific currency. However, the issue of STEELCOINS is effected against payment in euros.</p> <p>The minimum denomination (= smallest transferable unit) of a STEELCOIN is 0.000000000000000001 STEELCOIN. However, the smallest unit of a STEELCOIN that can be subscribed from the Issuer is 0.0001 STEELCOIN. For the return of STEELCOINS to the Issuer at least 0.01 STEELCOIN for the Cash Option (as defined in section "<i>Rights attached to the STEELCOINS</i>" below) or one (1) STEELCOIN for the Steel Goods Option (as defined in the section "<i>Rights attached to the STEELCOINS</i>" below) are required.</p> <p>The STEELCOINS do not have a par value.</p> <p>Under this Prospectus up to 18,000 STEELCOINS will be issued. Additional STEELCOINS may be issued in the future.</p> <p>The STEELCOINS have no specific term / maturity. However, starting with 2 January 2023 the Steel Amount (defined in the section "<i>Rights attached to the STEELCOINS</i>" below) is reduced by 3% each year (calculated on a daily basis compared to the previous day; i.e. degressive reduction). Thus, for example, on 31 December 2072 the Steel Amount is approximately 395.69 kg (compared to 1,814.39 kg until and including 1 January 2023). Under the Steel Goods Option, this has the effect of reducing the weight of the steel goods that can be obtained per STEELCOIN (or increasing the number of STEELCOINS required to obtain a certain amount of steel goods. Under the Cash Option, this constitutes a factor reducing the payout amount.</p> <p>Rights attached to the STEELCOINS</p> <p>STEELCOINS can be returned at any time at the choice of the holder to the Issuer either against a certain amount of specific physical steel goods in kg ("Steel Goods Option") or against cash settlement in euro ("Cash Option").</p> <p>Both the Steel Goods Option and the Cash Option are linked to a certain weight of steel goods, which is reduced over time as follows (each such amount the "Steel Amount"): Until (and including) 1 January 2023, the Steel Amount is 1,814.39 kg of steel goods per STEELCOIN; beginning from 2 January 2023, the Steel Amount will continuously decrease by 3% per year, whereby the weight reduction is applied on a daily basis, with the consequence that starting on 2 January 2023, the Steel Amount is reduced each day by multiplying the Steel Amount of the previous day by $0.97^{(1/365)}$ (respectively in leap years: the Steel Amount is reduced by multiplying the Steel Amount of the previous day by $0.97^{(1/366)}$).</p>

	<p>Under the Steel Goods Option, from a selection of certain steel goods, a specific number of such steel goods can be selected. Subsequently, such number of STEELCOINS must be returned to the Issuer whose aggregated Steel Amount of the day of exercise of the option corresponds to the aggregated actual weight of the selected steel goods. The selected steel goods must then be picked up at selected pick-up locations. Under the Steel Goods Option at least one (1) STEELCOIN must be returned.</p> <p>The cash settlement (in euros) payable under the Cash Option ("Sell Price") is calculated by multiplying the respective Steel Amount of the day of exercise of the Cash Option with the "Finished Steel Value". The Finished Steel Value is a factor that takes into account <i>inter alia</i> certain average prices at which FRANKSTAHL and/or the Issuer and/or other local or international steel traders have placed purchase orders for stockholding in certain finished steel product groups during a period of 64 calendar days prior to the Cash Option being invoked and is calculated by applying a complex formula. The Sell Price is denominated in EUR. Investors may propose a higher sell price for which it is willing to return STEELCOINS, by proposing such price through the Website. However, the Issuer is not obliged to accept such higher sell price. Under the Cash Option at least 0.01 STEELCOIN must be returned.</p> <p>The rights attached to the STEELCOINS can only be exercised via the Issuer's website https://www.steelcoin.com ("Website").</p> <p>No Seniority</p> <p>STEELCOINS are direct, unsecured, unsubordinated obligations of the Issuer to the investors ranking <i>pari passu</i> among themselves and with all other unsecured obligations of the Issuer, so long as such other obligations of the Issuer do not expressly rank senior to the claims of the investors under applicable laws and regulations, in particular the insolvency laws.</p> <p>In the event of the Issuer's insolvency, the investors are only entitled to creditor rights. Investors do not have a claim to segregation or separation and their claims against the Issuer are also not prioritized and are not secured.</p> <p>Transferability</p> <p>STEELCOINS are, subject to applicable laws and regulations, generally freely transferable. Fractions of STEELCOINS can be transferred, whereby the smallest fraction shall be 0.000000000000000001 STEELCOIN. However, any transfer of a STEELCOIN (or a fraction thereof) requires a transfer on the Blockchain ("Transfer"). Any Transfer, including in particular, the exercise of the Steel Goods Option or the Cash Option, will generate "Gas Fees" payable by the investor in Ether (ETH, the Blockchain's native currency). Thus, if the Investor wants to perform a Transfer, it must have the corresponding amount of ETH to pay the Gas Fees incurred for the Transfer. The Issuer has no influence on the amount of payable Gas Fees.</p>
b)	<p>Where will the securities be traded?</p> <p>As of the date of the Prospectus the Issuer does not intend to establish or initiate a marketplace, where the STEELCOINS can be traded by the investors, or to apply for or obtain admission of the STEELCOINS to trading on a regulated market, a multilateral trading facility, an organized trading facility or any other market subject to similar regulation. However, the Issuer reserves the right to do so in the future.</p>
c)	<p>Is there a guarantee attached to the securities?</p> <p>There is no guarantee attached to the STEELCOINS.</p>
d)	<p>What are the key risks that are specific to the securities?</p> <p>The Sell Price might not reflect the development of the prices on the steel markets</p> <p>The Sell Price will be volatile</p> <p>Interested investors could err about the current value of a STEELCOIN or its future development when determining the Offered Subscription Price</p> <p>The subscription price may be considerably higher than the Sell Price at the time of subscription</p>

The Issuer might not be able to calculate the Finished Steel Value and, thus, the Sell Price

An Investor could lose access to its STEELCOINS due to a loss of (access to) the wallet and/or the private key of the Investor

The Loss of the private key of the Issuer would lead to the incapacitation of the Issuer and/or loss of control over functions of the smart contract underlying the STEELCOINS

STEELCOINS might be lost to hackers

STEELCOINS might be lost due to the "finality" of the Blockchain

STEELCOINS might be lost due to software vulnerabilities of the underlying software application, the underlying smart contract, and the blockchain infrastructure (i.e., the Ethereum Network)

Section D – Key information on the offer of securities to the public and/or the admission to trading on a regulated market

a) Under which conditions and timetable can I invest in this security?

The STEELCOINS (or fractions thereof; minimum fraction: 0.0001 STEELCOIN) can be subscribed by interested investors starting from the issue start date, which is expected to be between 22 September 2022 and 30 September 2022 (in each case including such day) and will be published by the Issuer on the Website, until the validity of this Prospectus expires on 21 September 2023, at the latest. The Issuer reserves the right to shorten or terminate the offer period at any time at its absolute discretion (in particular, in case of full placement of the STEELCOINS). The subscription process is carried out electronically exclusively via the Website.

The issue price of the STEELCOINS is not fixed. Rather, an interested investor is required to make an offer ("**Investor's Offer**") to subscribe for (a fraction of) one or more STEELCOINS ("**Offered STEELCOINS**") at a euro amount per STEELCOIN specified by the interested investor ("**Offered Subscription Price**"), which must not exceed EUR 5,400 per STEELCOIN (maximum issue price per STEELCOIN). The Offered Subscription Price multiplied by the Offered STEELCOINS must be at least EUR 50 (minimum investment amount per subscription offer) and the smallest fraction that can be subscribed is 0.0001 STEELCOIN.

The Issuer at its sole discretion may accept the Investor's Offer in whole or in part (i.e., only with a reduced number of STEELCOINS or a fraction thereof but not for a price other than the Offered Subscription Price) or reject it immediately.

If the Investor's Offer is accepted (in whole or in part) by the Issuer ("**Subscription Offer**"), the interested investor subscribes for such number of STEELCOINS (or a fraction thereof) as accepted by the Issuer ("**Accepted STEELCOINS**") and must pay the amount resulting from the multiplication of the Accepted STEELCOINS with the Offered Subscription Price ("**Subscription Amount**") immediately by using one of the offered payment methods. Subject to certain exceptions, all payments made to the Issuer shall originate from accounts within the European Union and/or the European Economic Area.

After complete payment of the Subscription Amount, the interested investor is asked to provide the public address on the Blockchain to which the Accepted STEELCOINS shall be transferred ("**Delivery Address**") and can instruct the Issuer to issue the Accepted STEELCOINS. Within 24 hours after receipt of the Delivery Address by the Issuer, the Issuer issues the Accepted STEELCOINS by minting them on the Blockchain and subsequently transferring them to the Delivery Address ("**Issuing of the Accepted STEELCOINS**"). The fee for the Issuing of the Accepted STEELCOINS (Gas Fee) payable in the Blockchain's native currency Ether (ETH) is borne by the Issuer.

The Issuing of the Accepted STEELCOINS to the interested investor is subject to prior payment in full of the Subscription Amount. If payment of the full Subscription Amount is not effected within the time indicated for such a payment on the Website, the applicable Subscription Offer is cancelled. Should a payment of the Subscription Amount be revoked or cancelled for whatsoever reason, the investor has to return the Accepted STEELCOINS to the Issuer and the Issuer will burn the respective Accepted STEELCOINS within seven (7) days after receipt.

	<p>The Issuer estimates the total costs for the issue to amount to up to EUR 2,000,000.</p> <p>Investors may be required to pay usual transaction fees when paying the Subscription Amount to the Issuer.</p> <p>As of the date of this Prospectus, the Issuer has not concluded distribution agreements but is free to conclude such agreements in the future.</p>
b)	<p>Who is the offeror and/or the person asking for admission to trading?</p> <p>The Issuer is the offeror of the STEELCOINS. The STEELCOINS are not admitted to trading on a regulated market. See item C.b) of this Summary.</p>
c)	<p>Why is this prospectus being produced?</p> <p>This Issuer intends to offer the STEELCOINS, which are securities within the meaning of Article 2 lit a) of EU Prospectus Regulation, to the public within the meaning of Article 2 lit d) EU Prospectus Regulation ("Offer"). The total consideration of the Offer will likely exceed the thresholds stipulated by Article 1 para 3 EU Prospectus Regulation and section 12 of the Austrian Capital Markets Act 2019 (<i>Kapitalmarktgesetz 2019</i>). An exception pursuant to Article 1 para 4 EU Prospectus Regulation does not apply. Thus, the Issuer shall make the Offer only after prior publication of this Prospectus.</p> <p>The net proceeds raised through the Offer will be used for the ongoing business operations of the Issuer with the aim to generate own profits with steel trading or other activities at the discretion of the Issuer. Investors do not participate in such profits as STEELCOINS are direct, unsecured, unsubordinated obligations of the Issuer. The Issuer's operational activities may include trading in steel products with third parties (other wholesalers, traders, steel mills, large steel consumers) and/or the acquisition of steel stock and/or company participations whereby the Issuer can also hold liquidity in the form of bank accounts and money market instruments and does not have to use the entire proceeds of the issue. However, the Issuer may also pursue additional or other business activities and also give up the current and/or planned activities in the future.</p> <p>As the Issuer cannot determine the price at which STEELCOINS are issued (see item D.a) of this Summary) and this price may vary significantly over time, it is not possible for the Issuer to reliably estimate the proceeds from the issue of the up to 18,000 STEELCOINS, which are the subject of this Prospectus. The theoretical maximum possible proceeds from the issue, i.e., if all 18,000 STEELCOINS under this Prospectus were to be placed at the maximum issue price of EUR 5,400 per STEELCOIN, would amount to EUR 97.2 million gross or, taking into account the estimated total costs mentioned above, EUR 95.2 million net. The investors/holders of STEELCOINS do not participate in the proceeds from operational activities of the Issuer.</p> <p>The Offer is not subject to an underwriting agreement on a firm commitment basis: The Issuer will issue the STEELCOINS solely by itself directly via the Website.</p> <p>Marcel Javor, one of the Issuer's managing directors (<i>Geschäftsführer</i>), is also managing director of the Issuer's sole shareholder FRANKSTAHL and (indirect) sole ultimate beneficial owner of the Issuer and FRANKSTAHL. Thus, conflicts of interest may arise between the Issuer, its shareholder FRANKSTAHL and its sole ultimate beneficial owner.</p>

II. RISK FACTORS

The risk factors set forth below should be reviewed and considered carefully in addition to the other information contained in this Prospectus before making any investment decision in relation to the STEELCOINS. Although the Issuer deems the specific risk factors set forth below to be the most material ones, the risk factors described below do not purport to be exhaustive and these risks do not constitute the only risks to which the Issuer and/or the STEELCOINS are exposed. Any statements and considerations in relation to future developments and future facts, which are provided in this Prospectus, are associated with risks and uncertainties. They are based on information available to the Issuer at the date of this Prospectus and certain assumptions that the Issuer considers to be reasonably made. The Issuer in no way assumes any obligations to update such future-oriented statements and predictions, except where the Issuer is under the statutory obligation to do so pursuant to Article 23 EU Prospectus Regulation. The Issuer's and/or the STEELCOINS' actual future performance may deviate considerably from such future-oriented statements and predictions due to various risk factors including the risk factors set forth in this Part II (*Risk Factors*) and in other parts of this Prospectus as well as additional risks that the Issuer is currently not yet aware of.

If any of the specific risks described in this Part II (*Risk Factors*) of this Prospectus, or any additional risks of which the Issuer is currently not aware of or which it does not consider significant at present, were to materialize, individually or together with other circumstances, they may materially impair the Issuer's business (prospects) and may have a material adverse effect on the Issuer's financial condition and/or results of operations as well as on the STEELCOINS' future performance.

The risk factors set forth below are organised into categories depending on their nature (with the most material risk factor – taking into account the negative impact on the Issuer and the probability of their occurrence – mentioned first in each of the categories). The COVID-19 pandemic and the Russia-Ukraine conflict may have further effects on the classification and ranking of the following risk factors according to their materiality and probability of occurrence, which, however, are currently not discernible for the Issuer on the basis of the information currently available and do not allow any precise statements to be made. Furthermore, other risks and aspects may be of significance of which the Issuer is currently unaware or which it does not currently consider to be material, but which may also have a material adverse effect on the Issuer's business and business prospects and on its financial condition and/or results of operations. The price and/or value of the STEELCOINS may decline if any of these or other risks materialize, and investors could lose part or all of their investment (risk of partial or total loss).

Content of this Part II (Risk Factors)

1	Risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities	20
2	Risks that are specific to the securities being offered and/or admitted to trading	25
3	Risks specific to the STEELCOINS and the Blockchain.....	33

1. Risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities

The Issuer is heavily dependent on FRANKSTAHL

The Issuer is a newly founded company and is only in the process of commencing its activities. At the time of publication of the Prospectus, the Issuer is heavily dependent on its sole shareholder FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"):

- a) The Issuer itself does not have the personnel and infrastructure to handle the usual business functions (e.g., purchasing, accounting/bookkeeping, IT, customer support, etc.) and, instead, relies on the infrastructure and personnel of FRANKSTAHL. The Issuer would not be able to set up the infrastructure or personnel required for the provision of the business functions required for its operations in the short to medium term.
- b) The calculation of the Finished Steel Value and the Sell Price, which are material factors for the calculation of the price at which Investors can return the STEELCOINS to the Issuer against payment of cash by the Issuer (Cash Option), is based on various parameters from the purchase orders placed by FRANKSTAHL and/or the Issuer and/or other national or international steel traders. As of the date of this Prospectus, the sole contributor of data required for the calculation of the Finished Steel Value and the Sell Price is FRANKSTAHL. Until the Issuer has either commenced own steel trading operations or found other steel traders that contribute the data required for the calculation of the Finished Steel Value and the Sell Price, the Issuer is dependent on FRANKSTAHL continuously providing the required data. If FRANKSTAHL fails to do so (or no longer does so in a timely manner), the Issuer will not be able to calculate the Finished Steel Value and the Sell Price at all or in a timely manner. This would delay or prevent the settlement of the Cash Option.

If for whatever reason FRANKSTAHL ceases to do business with the Issuer (for example because FRANKSTAHL ceases business or because it does not fulfil its contractual obligations) and the Issuer cannot replace FRANKSTAHL with a contractual partner on comparable business terms, the Issuer might not be able to sustain its business activities and ultimately not be able to meet its obligations out of the STEELCOINS. Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

Further, the Issuer is dependent on the infrastructure and personnel of FRANKSTAHL (for further details see the risk factor "*The Issuer does not have its own personnel and might not be able to build up own staff, in particular key personnel, and the know-how required for its operations*").

The Issuer does not have its own personnel and might not be able to build up own staff, in particular key personnel, and the know-how required for its operations

The Issuer currently does not have its own personnel. In order to build up and operate its business, the Issuer is therefore currently dependent on (i) being provided with the required personnel or know-how by its sole shareholder FRANKSTAHL or (ii) being able to procure the required services or know-how other ways. This concerns, in particular, the areas of steel trading, hedging, blockchain, IT, cyber security.

There is therefore the risk that the Issuer does not have sufficient access, or loses a yet to be gained access, to experts in the areas that are essential for the operation of its business; for example, FRANKSTAHL could refuse providing the Issuer with the relevant experts, FRANKSTAHL could lose these experts, and/or the Issuer cannot obtain these experts/know-how/services via third parties.

In order to mitigate this risk, the Issuer will attempt to build up its own personnel or know-how, at least in those key areas mentioned above that are particularly essential for the operation of its business. However, there is no guarantee that the Issuer will succeed in attracting and holding these key persons with appropriate qualifications. Consequently, it cannot be ruled out that a shortage of key persons will create an obstacle to the implementation of the Issuer's business activities and/or has a significant negative impact on the business and economic performance of the Issuer.

The occurrence of one, several and/or all of these factors may adversely affect the Issuer's net assets, financial position and/or results of operations and could thereby affect its ability to fulfil its obligations under the STEELCOINS in cash (in case the Cash Option is invoked) or in steel goods (in case the Steel Goods Option is invoked). Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

The Issuer may not be able to acquire the steel products required for fulfilling its obligations under the STEELCOINS and/or its physical hedging at all (risk of availability) and/or at commercially reasonable terms (risk of price volatility)

The Issuer and its ability to fulfill its obligations under the Terms and Conditions on a long-term basis is dependent on (i) the Issuer being able to acquire the steel products to be delivered under the Steel Goods Option at all and at commercially reasonable terms and/or (ii) the Issuer being able to hedge its risk and/or operate its business at all and at commercially reasonable terms.

There is therefore a risk that this will not be possible because of a shortage of supply on the steel market and as a result (a) the steel products required for physical hedging or servicing the Steel Goods Option cannot be purchased at all or (b) there will be an increase in the corresponding purchase prices for steel products with the result that the Issuer will not be able to fulfil its obligations vis-à-vis Investors.

In particular, the following circumstances may lead to a shortage of supply or an increase in price to the disadvantage of the Issuer and consequently may have a negative impact on the Investors:

- a) Concentration of power on the side of producers of raw steel and/or steel products that allows them to control the overall output for steel and/or steel products and/or the conditions under which steel and steel products are sold by them
- b) Non-fulfillment by, or non-enforceability of contracts with, third parties from which the Issuer intends to obtain, directly or indirectly via intermediaries, steel products, e.g., due to bankruptcy of steel mills or suppliers
- c) Shortages in raw materials and other production factors necessary for the production of steel and/or steel products, such as coke, scrap, energy, personnel, iron ore, alloying elements, and, thus, limited output of steel mills

- d) Changes in legal requirements regarding maximum emissions in steel production or other environmental issues that limit the amount of steel and/or steel products that can be produced
- e) Limited logistics capacities or rising logistic costs that lead to supply problems
- f) Rising costs due to the transition to CO₂-neutral steel production
- g) Decrease in the production of steel and/or steel products due to
 - i. decline in demand and need (private, industrial, municipalities/federal/state/EU)
 - ii. increased use of alternative metals (aluminum, stainless steel, copper, cast iron etc) or other materials (already existing or developed in the future) that can be used as substitutes for steel and/or steel products
 - iii. increased use of alternative building materials (wood, concrete, plastic, etc)
- h) Difficulties of sourcing in the EU of steel and/or steel products due to the relocation of the production outside of the EU

The occurrence of one, several and/or all of these factors may adversely affect the Issuer's net assets, financial position and/or results of operations and could thereby affect its ability to fulfil the STEELCOINS against cash (in case the Cash Option is invoked) or against Steel Goods (in case the Steel Goods Option is invoked). Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

The Issuer may not be able to deliver the steel goods under the Steel Goods Option due to the unavailability of steel goods or the failure of the Issuer to provide steel goods on time or at all

The Issuer intends to enter into long-term procurement agreements for the purchase of steel goods in the quantities and specifications required to service the Steel Goods Option. However, it cannot be ruled out that these agreements will not (be able to) be fulfilled and that the Issuer will therefore not be able to obtain the relevant steel goods in this way. Further, the Issuer may not be able to enter into such long-term procurement agreements or extend such agreements after their expiry.

Therefore and for the reasons set-out in the risk factors "*The Issuer may not be able to acquire the steel products required for fulfilling its obligations under the STEELCOINS and/or its physical hedging at all (risk of availability) and/or at commercially reasonable terms (risk of price volatility)*" and/or "*Business disruptions due to global spread of diseases or pandemics, such as COVID 19 / SARS-CoV-2 can have a material negative impact on the business prospects of the Issuer*" The Issuer may not be able to provide to the Investors who have exercised the Steel Goods Option the applicable steel goods in the quantity, quality and/or specifications chosen on time or at all.

If the Issuer is unable to provide the steel goods selected by the Investors under the Steel Goods Option on time, the Investor may choose either to exercise the Cash Option at a price set out therefor in the Terms and Conditions or to insist on the collection of the selected steel goods at a later time. In the event of permanent unavailability of the selected

steel goods (e.g., because standard specifications have changed and production is no longer available to the specifications agreed in the Terms and Conditions), the Investor could resort to the general legal remedies available under Austrian civil law.

In addition, if the Investor had intended to use the steel goods selected under the Steel Goods Option in a certain way or for a certain purpose or at a specific time, the failure by the Issuer to deliver the steel goods chosen by the Investor under the Steel Goods Option at all or on time, could result in the Investor having to substitute the steel goods with other products sourced from third parties. Possibly, this may only be done at higher cost for the Investor and/or with a time delay. Depending on the circumstances of the individual case, Investors might be forced to resort to the general legal remedies available under Austrian civil law to recover parts or all of these higher costs from the Issuer.

The ability of Issuer to pay the cash settlement under the Cash Option is not secured

Upon exercising the Cash Option of the STEELCOIN, the Issuer is obliged to pay a cash amount (the Sell Price) in euros to the Investors according to the Terms and Conditions. The Issuer may not be able to do so in full or in part due to a lack of sufficient liquidity.

In a worst-case scenario, the Investor would be limited to asserting its rights in any insolvency proceedings against the Issuer (see also the risk factor "*The Issuer could become insolvent / No seniority or collateralization of the STEELCOINS*"). Consequently, the Investor may partially or completely lose all or any of its claims against the Issuer and the Investor's investment may become partially or completely worthless (risk of partial or total loss).

The Issuer has not yet commenced operations

The Issuer is in existence since April 2022 only and has not yet commenced operations. It does not yet have meaningful historical financial information. There is no assurance that the Issuer will be able to conduct its business as planned and operate profitably in the future. There is no guarantee that the Issuer will be able to prevail in the future.

All of this may adversely affect the Issuer's net assets, financial position and results of operations and thereby could affect its ability to return the STEELCOINS against Steel Goods (in case the Steel Goods Option is invoked) or against cash (in case the Cash Option is invoked).

In the worst case, this could also lead to the insolvency of the Issuer (see also the risk factor "*The Issuer could become insolvent / No seniority or collateralization of the STEELCOINS*"). Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

The Issuer's risk monitoring and control measures may prove inadequate

The Issuer intends to take risk monitoring and risk control measures to minimise operational risks, such as non-fulfilment of supply contracts by third parties, destruction of own inventory, hacking of the Website or the underlying software application/smart contract underlying the STEELCOINS, etc. Despite such measures, there may be unknown or unrecognised risks for the Issuer, and it cannot be ruled out that some or all of these risk monitoring and risk control measures may prove to be inadequate or fail.

This could have a material adverse effect on the Issuer's net assets, financial position and/or results of operations, and thereby could affect its ability to fulfil its obligations under the STEELCOINS in cash (in case the Cash Option is invoked) or in Steel Goods (in case the Steel Goods Option is invoked). Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

Due to personal and / or capital links between the Issuer and its shareholders and managing directors, conflicts of interest may arise

The following personal and / or capital linkages cannot rule out the possibility of conflicts of interest of the persons acting, which may directly or indirectly be borne by the Investors. One managing director of the Issuer, Marcel Javor, is currently also a managing director of FRANKSTAHL, which is the sole shareholder of the Issuer, and various other companies of FRANKSTAHL group of companies. Furthermore, Marcel Javor, is also the sole ultimate beneficial owner of the Issuer and the FRANKSTAHL Group. Accordingly, Marcel Javor and FRANKSTAHL are indirectly involved in the economic success of the issuance.

The other managing director of the Issuer, Ronald Nagy, is currently a procura holder (*Prokurist*) and head of finance at FRANKSTAHL as well as managing director of various other companies of the FRANKSTAHL group of companies.

Conflicts of interest may arise between the Issuer, its shareholder FRANKSTAHL, its sole ultimate beneficial owner, other companies of FRANKSTAHL group of companies, its respective management, any employees, service providers or other persons or companies associated with the Issuer.

There is a risk that the aforementioned persons may make decisions or take actions due to conflicts of interest for or against the Issuer on the one hand or personal interests on the other hand which may have a direct or indirect adverse effect on the economic success of the Issuer and thus also a negative effect on the net assets, financial position and results of operations of the Issuer. This can be done, for example, by granting remuneration or other benefits in contracts or other legal relationships with the aforementioned persons which differ substantially from the remuneration or benefits customary in the market at the time and which are charged to the Issuer. This could have a material adverse effect on the Issuer's net assets, financial position and/or results of operations and could affect its ability to fulfil its obligations under the STEELCOINS in cash (in case the Cash Option is invoked) or in Steel Goods (in case the Steel Goods Option is invoked). Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

Business disruptions due to global spread of diseases or pandemics, such as COVID 19 / SARS-CoV-2 can have a material negative impact on the business prospects of the Issuer

In the business area in which the Issuer is active, business disruptions may occur due to the global spread of diseases or pandemics, for example COVID-19 / SARS-CoV-2. Should there be restrictions on supply chains and/or loss of employees and/or restrictions in the area of public life due to a disease or pandemic, this may have a direct impact on the Issuer and the market in which the Issuer operates. In particular, pandemic-related restrictions may lead to defaults and delays in the Issuer's business operations, performance

disruptions in contractual relationships and associated significant additional costs, and thus have a lasting negative impact on the Issuer's business.

The occurrence of one, several and/or all of these factors may adversely affect the Issuer's net assets, financial position and/or results of operations and could thereby affect its ability to fulfil its obligations under the STEELCOINS in cash (in case the Cash Option is invoked) or in Steel Goods (in case the Steel Goods Option is invoked). Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

The Issuer could become insolvent / No seniority or collateralization of the STEELCOINS

The realisation of one or more risks can have a significant negative effect on the asset, financial or earnings situation of the Issuer and lead to the insolvency of the Issuer. In particular, the Issuer may become insolvent if the proceeds of the Issuer are lower and / or its expenses are higher than planned and the remaining liquidity is insufficient to cover the expenses relating to STEELCOINS and the operational, financing or other expenses of the Issuer.

Under the Austrian Insolvency Act, the opening of insolvency proceedings presupposes either the illiquidity (*Zahlungsunfähigkeit*) or an over-indebtedness (*Überschuldung*). However, restructuring proceedings may already be applied for in case of impending illiquidity.

There are basically two types of insolvency proceedings: (i) bankruptcy proceedings (*Konkursverfahren*) which aim at liquidating the insolvent company (sale of all remaining assets by the insolvency administrator) and distributing the proceeds to creditors on a pro rata basis and (ii) reorganisation proceedings (*Sanierungsverfahren*) which aim at preserving the insolvent company as a going concern on the basis of a reorganisation plan (*Sanierungsplan*).

STEELCOINS are direct, unsecured, unsubordinated obligations of the Issuer to the Investors ranking *pari passu* among themselves and with all other unsecured obligations of the Issuer, so long as such other obligations of the Issuer do not expressly rank senior to the claims of the Investors under applicable laws and regulations, in particular the insolvency laws.

In the event of the Issuer's insolvency, the Investors are only entitled to creditors' rights. Investors do not have a claim to segregation or separation and their claims against the Issuer are also not prioritized. Thus, if the Issuer becomes insolvent, the Investor may partially or completely lose all or any of its claims against the Issuer and the Investor's investment may become partially or completely worthless (risk of partial or total loss).

2. Risks that are specific to the securities being offered and/or admitted to trading

The Sell Price might not reflect the development of the prices on the steel markets

The Sell Price is calculated according to the Terms and Conditions and in short is based on

- a) the respective Finished Steel Value (i.e., basically the average price at which FRANKSTAHL and/or the Issuer and/or other local and/or international steel traders

order specified finished steel products for the purpose of stockholding, reduced by Forming Costs, during the preceding 64 calendar days), and

- b) a time factor, reflected in the Weight Reduction Schedule (which leads to a reduction of the amount of Steel Goods the Investor can get for one STEELCOIN over time).

If the prices at which FRANKSTAHL and/or the Issuer and/or other local and/or international steel traders order(s) specified finished steel product groups goes up and they contribute their data to the calculation of the Finished Steel Value, so will the Sell Price. If the average purchase prices of the five relevant specified finished steel product groups go down in the described scenario, so does the Sell Price.

With this background, the Sell Price for various reasons may not accurately reflect the development of the steel markets:

- The Sell Price does not refer to a general, abstract development of the steel market (either globally or locally in Austria where the Issuer is located). It is not an abstract steel price index. Instead, it is intrinsically linked to the purchase order activities in specified finished steel products of the entities contributing their data to calculate the Finished Steel Value and the Issuer has discretion in who does so. At the date this Prospectus is published, the sole contributor of data will be FRANKSTAHL. Thus, the Sell Price may not necessarily reflect the development of the steel market in general, but only indicates the development of purchase prices of FRANKSTAHL for specific finished steel products. If the Issuer finds further steel traders who can contribute their purchase order data to the calculation of the Finished Steel Value, this might influence the result in a positive or negative way and is unpredictable.
- In particular, the Austrian or the European or the global steel market may develop significantly different than the purchase prices included in the formula to calculate the Sell Price and thus the development of the different actual markets might in no way be linked to the development of the Sell Price.
- Even though the Sell Price refers to the purchase prices of certain outstanding orders of specified finished steel products, the formula to calculate the Sell Price additionally requires that a defined percentage of the outstanding order price is subtracted as assumed Forming Costs of this product. If the Forming Costs were estimated inaccurately, this will have a major influence on the result of calculating the Sell Price and can have a negative effect for Investors. This might in particular be the case if the Forming Costs were set too high, as than the result in calculating the Sell Price will deviate from the finished steel pricing. The formula applies fixed percentages that the Issuer believes are stable representative Forming Costs. Should this assumption be incorrect, the Finished Steel Value might be influenced negatively, and the Investor would have no possibility to request adjustment as the percentage applied to deduct the Forming Costs is fixed.
- The formula used to calculate the Sell Price only includes the purchase order prices of five finished steel product groups. These finished steel product groups might not be representative for the overall steel market for various reasons, e.g., an oversupply.
- Moreover, only five finished steel product groups are included in the calculation of the Finished Steel Value, and it is thus not ensured that the purchase prices for these orders correctly reflect the steel market. If the finished steel product groups

included in the formula would, for instance, not be required anymore and demand in those products declines, this would result in less products being ordered. Thus, the actual demand in those steel products has a major influence on the number and size of orders placed and thus the orders that are used to calculate the Finished Steel Value. Besides new types of steel product groups might be developed that replace demand of the finished steel product groups included to calculate the Finished Steel Value. Would e.g., one or more of the five finished steel product groups be removed from a data contributor's general product offer, this could negatively influence the significance and value of the Finished Steel Value.

- The formula to calculate the Sell Price does not take into account the retail sales prices for which the finished steel product groups that the formula refers to will be sold for. The Sell Price might thus only reflect the lower purchase price when actual sales prices might be higher.
- The Sell Price only reflects purchase order prices of specified types of finished steel product groups. Such order prices might reflect purchase prices only quoted (but not paid) if the contract is not fulfilled and it also does not reflect sales prices. The Issuer believes that the steel market essentially is a working market based on principles of supply and demand which means that the purchase price and the sale price should be aligned. However, this is not necessarily always the case. If a good is only very rarely bought and sold, the sale price will likely not reflect the actual purchase prices on the market but rather a trader's behaviour if a steel trader decides not to order steel products and to rather sell steel products stored. The sale price might thus be low, even though purchase prices are high, if no orders are placed under such market situations because stock is rather sold and no new orders are placed. Consequently, price increases might not be reflected in the Sell Price, as order behaviour might alter the Finished Steel Value that is included in the formula to calculate the Sell Price.
- The formula to calculate the Finished Steel Value does not require a continuous order behaviour, as there is no rule when orders need to be placed. The Finished Steel Value is in particular not linked to a minimum of stock. If no orders for the specified types of finished steel product groups are placed during 64 calendar days, the Finished Steel Value will be zero and so will the Sell Price be.
- The interest of the Investors is further contrary to a steel trader as is the case with the Issuer: steel traders want to order at low market prices, the Investor will benefit from high market prices.

Consequently, the investment in STEELCOINS in the form of the Cash Option is not a direct investment in physical steel (or another commodity) and the Sell Price does not necessarily reflect the price of steel on the steel markets.

The Sell Price will be volatile

The prices on the steel markets are subject to fluctuations that affect the Finished Steel Value and consequently the Sell Price, which may result in a loss for the Investors.

The volatility is dependent on a number of factors, including in particular supply and demand of finished steel product groups (regarding price volatility see also the risk factor "*The Issuer may not be able to acquire the steel products required for fulfilling its obligations under the STEELCOINS and/or its physical hedging at all (risk of availability) and/or*

*at commercially reasonable terms (risk of price volatility)"). While the price for steel products on the market for example decreased significantly due to a reduction in demand at the beginning of the COVID-19 / SARS-CoV-2 pandemic, steel prices were subject to a strong increase since February 2022 following the recent Ukraine crisis and are currently on a high level from a historical perspective. However, past price developments do not allow conclusions to be drawn regarding the future development. It is not predictable, if the price of steel products will increase further and generally, how it will develop in the future (see the Risk Factor "*Sell Price depends on two components, whereby the Finished Steel Value is difficult to understand and not predictable*").*

Interested investors could err about the current value of a STEELCOIN or its future development when determining the Offered Subscription Price

To subscribe for STEELCOINS or fractions thereof, interested investors shall propose to the Issuer the price per STEELCOIN at which they offer to subscribe for STEELCOINS (or fractions thereof) from the Issuer (i.e., the Offered Subscription Price). The Issuer may then accept or reject the interested investor's offer.

The interested investors will be shown the currently valid Sell Price (i.e., the cash amount in EUR paid by the Issuer under the Cash Option) during the subscription process. However, it cannot be excluded that interested investors misjudge the then current value of the STEELCOINS and/or its future development and consequently offer an Offered Subscription Price which (from their point of view) is too high.

Since the Issuer is not obliged to reject such offers, such error by an interested investor may lead to significantly lower returns from the STEELCOINS than other investment alternatives such interested investor had at such time, to no return at all or even to a negative return.

The subscription price may be considerably higher than the Sell Price at the time of subscription

Investors should consider that the individual return per STEELCOIN, if any, could be calculated for Investors who exercise the Cash Option as the difference between the subscription price and the Sell Price (minus transaction costs – see the risk factor "*Transactions on the Blockchain and, thus, the transfer or redemption of STEELCOINS might become economically unreasonable*"). The subscription price may be considerably higher than the Sell Price at the time of subscription.

Further, starting on 2 January 2023 the Steel Amount (i.e., one of the factors used in the calculation of the Sell Price) is reduced by applying the Weight Reduction Schedule (i.e., by 3% per year, calculated on a daily basis; degressive reduction). This reduction of the Steel Amount has a negative effect on the Sell Price (i.e., the amount of money the Investor would receive from the Issuer when making use of the Cash Option). If the development of the Finished Steel Value (i.e., the second factor used in the calculation of the Sell Price) does not compensate this effect (and also covers transaction costs) this would have a negative effect on the return (if any) for the Investor.

Consequently, if the Sell Price (minus transaction costs for exercising the Cash Option) does not rise above the subscription price, the Investor would suffer a loss.

The Issuer might not be able to calculate the Finished Steel Value and, thus, the Sell Price

In the context of the exercise of the Cash Option, the Investor receives the Sell Price (exceptions apply). The Sell Price is calculated on the basis of a formula that contains as a significant factor the Finished Steel Value. The Finished Steel Value is calculated by the Issuer on the basis of data of purchase orders for specified types of finished steel product groups. In the event that the Finished Steel Value cannot be calculated, the Sell Price cannot be determined.

Initially, the Issuer will obtain the relevant data of purchase orders for specified types of finished steel product groups from FRANKSTAHL on the basis of an applicable agreement with FRANKSTAHL. In the future, the Issuer intends to source the data also through its own operations and from other local or international steel traders. At the date of this Prospectus the Issuer depends heavily on its agreement with FRANKSTAHL on the provision of the required data, in particular, because the Issuer has not yet commenced its own operations.

Data required to calculate the Finished Steel Value could not be available for various reasons. For instance, there are no purchase orders for these types of finished steel product groups that are relevant to calculate the Finished Steel Value (e.g., because there is no longer a market for these types of finished steel product groups or there is no demand on the market). Also, FRANKSTAHL could stop delivering the required data or FRANKSTAHL and/or other local or international steel traders might not agree to conclude/prolonging agreements to provide such data to the Issuer. In addition, the Issuer could fail to ramp up its own operations and be, thus, not in the position to substitute the purchase order data through its own operations. Other reasons for the applicable data not being available to the Issuer include: Required systems to provide the data could be malfunctioning or be out of service, there could be no electricity required to submit the data. Even if data required to calculate the Finished Steel Value is available, other reasons that are out of the control of the Issuer could make it impossible to calculate the Finished Steel Value.

If the Finished Steel Value cannot be calculated, the Investor cannot exercise the Cash Option for as long as no Sell Price is available. In addition, it might be difficult to transfer STEELCOINS in such an event, because interested buyers will have difficulty to assess how much they should pay and further, would not know how long the Cash Option cannot be exercised.

If the Finished Steel Value and, thus, the Sell Price cannot be calculated, Investors face material adverse effects as the value of the amount payable under the Cash Option cannot be determined. In addition, the Issuer could exercise its right for ordinary or extraordinary termination of the STEELCOINS.

The Steel Amount is reduced over time

Both the Steel Goods Option and the Cash Option are linked to a certain weight of steel goods, which is reduced over time. Until (and including) 1 January 2023, the weight is 1,814.39 kg of steel goods per STEELCOIN. Starting on 2 January 2023, the weight continuously decreases by 3% per year. The weight reduction is applied on a daily basis so that the Steel Amount can be determined for each day.

For the exercise of the Steel Goods Option this means that in the course of time less and less Steel Goods can be received for one STEELCOIN (i.e., foremost the receivable quantity in kg decreases but eventually also the selection of possible Steel Goods will be limited because the Steel Goods available for selection have a certain weight). During the calendar year 2143 it will become impossible to purchase Steel Goods in exchange for only one STEELCOIN. Thus, from then onward an Investor will need more than one STEELCOIN to exercise the Steel Goods Option. It cannot be excluded that at such point in time the subscription of additional STEELCOINS from the Issuer is not possible (e.g., because all 18,000 STEELCOINS which are the subject of this Prospectus have already been issued) and Investors also do not find third parties who sell STEELCOINS (or fractions thereof) to the Investor. Consequently, it might occur that an Investor loses the ability to exercise the Steel Goods Option and cannot regain such ability.

For the exercise of the Cash Option, this means that one factor for the calculation of the Sell Price is reduced over time, reducing the Sell Price. If the second factor for the calculation of the Sell Price (i.e., the Finished Steel Value) cannot compensate this effect or if the Finished Steel Value also decreases, the Sell Price decreases. For Investors, this means that due to the decrease in the Steel Amount caused by the Weight Reduction Schedule the value of their investment may fall below the subscription price (if the Investor subscribed the STEELCOINS directly from the Issuer) or the purchase price paid by the Investor for the STEELCOINS (if the Investor purchased the STEELCOINS from [former] Investors) due to the application of the Weight Reduction Schedule.

In addition, the Sell Price might be lower for other or additional reasons, see also the risk factor "*The subscription price may be considerably higher than the Sell Price at the time of subscription*".

The (fractions of) STEELCOINS held by Investors may not be sufficient to exercise the Steel Goods Option or the Cash Option

STEELCOINS may be subscribed from the Issuer also in a fraction of 0.0001 STEELCOIN or multiples thereof, and be transferred in a fraction of 0.000000000000000001 STEELCOIN or multiples thereof to and from third parties.

However, Investors must return to the Issuer at least one (1) whole STEELCOIN when exercising the Steel Goods Option and at least 0.01 STEELCOIN when exercising the Cash Option. In addition, the Steel Amount will be reduced over time, so that from a point in time in 2143 on, even more than one STEELCOIN will be required factually in order to be able to effectively exercise the Steel Goods Option (see risk factor "*The Steel Amount is reduced over time*").

Investors that do not hold at least such an amount of STEELCOINS (or fractions thereof) required to exercise the Steel Goods Option or the Cash Option cannot exercise the Steel Goods Option and/or the Cash Option. In order to be able to liquidate their investment position, such Investors would therefore either have to subscribe for the corresponding amount of additional STEELCOINS (or fractions thereof) from the Issuer or acquire them from third parties in order to be able to exercise the Steel Goods Option or the Cash Option, or transfer the STEELCOINS held by them to third parties.

It cannot be excluded that at such point in time the subscription of additional STEELCOINS from the Issuer is not possible (e.g., because all 18,000 STEELCOINS which are the subject of this Prospectus have already been issued) and Investors also do not find third parties

who sell or buy STEELCOINS (or fractions thereof) from or to the investor. This would be equivalent to a loss of the Investor's investment in full (risk of total loss).

For the Steel Goods Option VAT accrues

The issuance of STEELCOINS as such currently is not subject to VAT. However, in case the STEELCOINS are returned under the Steel Goods Option, generally VAT will accrue. Consequently, for Investors that cannot deduct VAT, in particular private Investors, the actual costs to acquire the Steel Goods is increased by the amount of VAT that needs to be paid prior to collecting the Steel Goods (for further information on taxation see Clause 6.10 of the Terms and Conditions and Part V (*The STEELCOINS*) item 4.15 below).

The Issuer is free to determine the location from which the Selected Steel Goods may be collected

The Issuer is free to determine the Collection Location and to determine and announce on the Website one or more Additional Collection Locations.

The Investor shall bear the costs and risks of collection of the Selected Steel Goods at the respective (Additional) Collection Location(s) to a place chosen by the Investor.

Therefore, the choice of a specific (Additional) Collection Location by the Issuer may result in the collection of the Selected Steel Goods only being possible at higher costs for the Investor than this would be the case with another (Additional) Collection Location.

The STEELCOINS do not grant any shareholder rights. Holders of STEELCOINS cannot influence the management of the Issuer on a personal or substantive basis

The STEELCOINS (or fractions thereof) only give rise to debt obligations of the Issuer. They therefore do not grant any shareholder rights, in particular, no rights to attend, participate, or vote in the Issuer's shareholders' meetings. The Issuer's management (*Geschäftsführung*), who is solely responsible for the management of the Issuer, is appointed by the Issuer's sole shareholder FRANKSTAHL and, ultimately, by the Issuer's sole beneficial owner Marcel Javor. Holders of STEELCOINS (or fractions thereof) can therefore not exercise any influence on the Issuer's management (*Geschäftsführung*) neither in terms of personnel nor in terms of substance, or on the Articles of Association. Changes to the Articles of Association or changes in the management of the Issuer as well as changes in the Issuer's business strategy may cause the Issuer's business to be more negative than expected. In particular, the Issuer may change its business objectives in the Articles of Association and its actual business activities and pursue additional or other activities and/or give up the current and/or planned business activities. As the holders of STEELCOINS (or fractions thereof) do not hold any shareholder rights in the Issuer, such changes could be effected in the Issuer's sole discretion and the discretion of its (sole) shareholder.

As a result, this could have materially adverse effects on the Issuer's net assets, financial position and/or results of operations and could affect its ability to fulfil its obligations under the STEELCOINS in cash (in case the Cash Option is invoked) or in steel goods (in case the Steel Goods Option is invoked). Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

Sell Price depends on two components, whereby the Finished Steel Value is difficult to understand and not predictable

The Sell Price is calculated according to a formula laid out in the Terms and Conditions. The two main components of this formula are the 1) point of time that the Cash Option is exercised, applying the Weight Reduction Schedule and the 2) Finished Steel Value.

The formula to calculate the Finished Steel Value is complex and difficult to understand.

At the time of the issuing, the Issuer does not know how the Finished Steel Value will develop in the future. Without understanding the formula in detail, the Investor cannot determine the Sell Price and cannot decide whether buying STEELCOIN is a reasonable investment. Even when understanding the formula, at the time of the issuing, it is unknown how the Finished Steel Value that forms part of the formula to calculate the Sell Price will develop in the future. It is thus very difficult to make a rationale investment decision and such decisions will always be based on the hypothetical development of the Sell Price.

This bears the risk that the Investor suffers a loss because it was unable to understand how the Sell Price is calculated.

The Issuer may prematurely terminate the STEELCOINS

Under the Terms and Conditions, the Issuer has the right to ordinarily terminate the STEELCOINS or fractions thereof with effect for all Investors each calendar year at the latest on 30 September with effect as of 31 December of the respective calendar year. In such a case, the Issuer shall, upon returning the STEELCOIN(S), pay to the Investor the Sell Price (as of the effective date of the termination) increased by 5% as termination amount. Should an Investor prove to the Issuer that the subscription price(s) paid by the respective Investor is/are higher than the termination amount, the Issuer shall pay such higher amount as termination amount.

In case of such a termination by the Issuer the Investor would not be able to make use of the possibility to collect physical steel goods under the Steel Goods Option. Further, the termination amount paid by the Issuer to the Investor may be less than the market price of such steel goods receivable under the Steel Goods Option.

If an Investor has acquired STEELCOIN(S) on the secondary market, the subscription price of the original investor that subscribed to the respective STEELCOIN(S) shall be relevant (and not the purchase price paid by such Investor). Consequently, the termination amount may be considerably less than the purchase price paid by such Investor.

Long term risks

The STEELCOINS do not have an expiration date (although the Steel Amount is reduced over time – see the risk factor "*The Steel Amount is reduced over time*"). Thus, Investors could hold STEELCOINS for a very long period.

Over time, amongst other new developments, the economic, political, legal and technical situation may change substantially. Steel may (at least partially) be replaced by other innovative materials, political or legal changes may materially affect the Issuer and/or the steel markets and the Blockchain technology may be discontinued and/or replaced by other technologies.

All of these factors may affect the ability of the Issuer to comply with its obligations towards Investors or the value of or the possibility to transfer or return STEELCOINS. Consequently, Investors could lose their investment in part or in full (risk of partial or total loss).

3. Risks specific to the STEELCOINS and the Blockchain

On 15 September 2022, a major upgrade of the Ethereum Network (called "The Merge") has been completed. The most significant change that has come with the update is that the underlying consensus mechanism of the network was replaced. The former Proof of Work (PoW) consensus was shut down and the new Proof of Stake (PoS) consensus has taken its place. For more information on The Merge see: <https://ethereum.org/en/upgrades/merge/> (last visited on 19 September 2022).

The risk factors below relate to the risks resulting from the tokenization of the STEELCOINS as ERC20 tokens. They already take into account the risks that accompany The Merge and/or the technical changes to the Ethereum Blockchain made with it.

An Investor could lose access to its STEELCOINS due to a loss of (access to) the wallet and/or the private key of the Investor

The access to the STEELCOIN is only possible via an ERC-20 compatible wallet with a combination of account information (address), private key and password of the Investor. The private key is stored in the wallet. The wallet is encrypted with a password. The private key is used to authorize transactions on the Blockchain. Thus, in case of loss or theft of the wallet and/or the private key and/or the password the access to the STEELCOINS may be irretrievably lost:

- If the Investor loses the password to the wallet (or the wallet itself, in case of a physical wallet), the Investor will no longer be able to access its private key and, thus, will not be able to authorize any transactions in / dispose of its STEELCOIN(S).
- As every transaction on the Blockchain is authorized with the private key, any third party who gains access to the Investor's private key, including access to the Investor's wallet credentials, may misuse the Investor's STEELCOINS.
- The Investor has to indicate to the Issuer a public address on the Blockchain, to which the Issuer shall transfer the Investor's STEELCOINS. If the Investor indicates to the Issuer a public address to which the Investor does not have the access data or whose access data is compromised, the Investor will not be able or might lose the ability to transfer the STEELCOINS and, thus, will neither be able to sell the STEELCOINS to third parties nor to exercise the Steel Goods Option or the Cash Option (as both require the transfer of the respective STEELCOINS to the Issuer). The Issuer will not be able to detect, whether the Investor has access to the public address indicated by the Investor to the Issuer (i.e., as long as the Investor indicates to the Issuer a valid public address on the Ethereum Blockchain, the transfer of the STEELCOINS to this address would be executed).

All of the above could, together or individually, lead to an irreversible partial or total loss of the Investor's STEELCOINS and, consequently, of the Investor's investment, because the holding/ability to transfer the STEELCOINS is required to exercise the Steel Goods Option or Cash Option.

The loss of the private key of the Issuer would lead to the incapacitation of the Issuer and/or loss of control over functions of the smart contract underlying the STEELCOINS

The Issuer, from time to time, has to initiate the following actions on the Blockchain in order to issue (mint), maintain and destroy (burn) the STEELCOINS upon the return to the Issuer: mint, transfer, burn, pause and upgrade the smart contract, or grant and revoke access to its aforementioned functions. The Issuer authorizes the performance of these functions on the Blockchain with its private key(s). Thus, the loss of its private keys would render the Issuer unable to perform the aforementioned operations. Also, if these private keys were obtained by a third party, it would allow such third party to take over the control of the corresponding functions of the smart contract underlying the STEELCOINS.

Thus, in case of the loss of any of these private keys the Issuer may be temporarily or permanently unable to perform some or all of the aforementioned Blockchain operations. In case of theft of any of these private keys a third party may assume control over the smart contract underlying the STEELCOINS and, e.g., pause the smart contract permanently or temporarily (and thereby render the STEELCOINS useless), mint an unlimited number of additional STEELCOINS, change the smart contract, etc. In particular the minting of additional fake STEELCOINS by unauthorized third parties may have the consequence that the Issuer cannot fulfil its obligations towards Investors and result in an insolvency of the Issuer.

STEELCOINS might be lost to hackers

The Smart Contract used, the underlying software application (Website), the software platform (i.e., the Ethereum Network) and the Investor's wallet may be subject to attacks by hackers or others, including but not limited to so-called malware attacks, denial-of-service attacks and consensus-based attacks.

Such successful attacks may result in theft or loss of the STEELCOINS. This can lead to a partial or total loss of the Investor's STEELCOINS and, consequently, of the Investor's investment because the holding/ability to transfer the STEELCOINS is required to exercise the Steel Goods Option or Cash Option.

STEELCOINS might be lost due to the "finality" of the Blockchain

Transactions signed by the wallet and submitted to the Blockchain are pending until they get included in a block which is part of the chain all participants agree on. There is a chance but no guarantee that a pending transaction can be cancelled or replaced with another transaction. However, a transaction in a finalized block must be considered as immutable and the STEELCOINS transferred within that transaction cannot be clawed back by the Investor.

Thus, the transfer of STEELCOINS to a "wrong" address, may result in a permanent loss of all or parts of an Investor's STEELCOINS and, consequently, of the Investor's investment, because the holding/ability to transfer the STEELCOINS is required in order to exercise the Steel Goods Option or Cash Option.

STEELCOINS might be lost due to vulnerabilities of the underlying software application, the underlying smart contract, and the blockchain infrastructure (i.e., the Ethereum Network)

The STEELCOINS, the underlying software application, the underlying smart contract, and the blockchain infrastructure (i.e., the Ethereum Network) are constantly evolving and many aspects remain unchecked. Advances in cryptography or technological advancements such as the development of quantum computers can pose risks to the STEELCOINS. The implementation of the PoS consensus can also contain yet undetected vulnerabilities. It is still a new and complex algorithm that has only been in use since December 2020, while the former PoW consensus has proven its security in practice since July 2015.

There is no warranty or representation that the process for creating and issuing STEELCOINS will be uninterrupted or error-free, and there is an inherent risk that the STEELCOINS, the underlying software application, the underlying smart contract, and/or the software platform and/or blockchain infrastructure may contain weaknesses, vulnerabilities or errors that may cause, among other things, the partial or complete loss of STEELCOINS.

As the holding/ability to transfer the STEELCOINS is required to exercise the Steel Goods Option or Cash Option, the partial or total loss of the Investor's STEELCOINS would also result in the partial or total loss of the Investor's investment.

STEELCOINS might be lost due to attacks on the Ethereum Network

As with other crypto currencies, the Blockchain used for the STEELCOINS (i.e., Ethereum) is vulnerable to a variety of attacks both in its PoW as well as in its PoS variant. The most relevant to Investors are attacks that reorganize the Ethereum blockchain and void transactions involving STEELCOINS. These include, but are not limited to, selfish mining and majority attacks on PoW or bouncing and balancing attacks on PoS. Selfish mining, which is feasible to start with less than 25% of the total mining power, consists of withholding blocks and releasing them at once later. This can result in other participants' blocks to be reorganized. If enough of those participants join the selfish mining pool to maximize their own profit, the pool's mining power will grow and reach 51% at some point. The majority attack, also known as 51% attack, requires the attacker to own more mining power than the rest of the network. This enables him to overwrite the history by creating an alternative chain that will eventually catch up to the main chain. In general, attacks requiring such large portions of the total stake are more expensive on PoS than on PoW. Nevertheless, depending on the attacker's stake, the following consequences must be considered. With 33% of the total stake the attacker could delay finality at the cost of losing stake due to inactivity. With 34% of the total stake the attacker could cause double finality which is equivalent to a permanent fork that must be resolved via social consensus and results in the attacker's entire stake being slashed. With 51% of the total stake the attacker could control the future and with 66% of the total stake he could even rewrite the history of the chain.

The occurrence of these risks may result in a partial or total loss of the Investor's STEELCOINS and, consequently, of the Investor's investment, because the holding/ability to transfer the STEELCOINS is required to exercise the Steel Goods Option or Cash Option.

Transactions on the Blockchain and, thus, the transfer or redemption of STEELCOINS might become economically unreasonable

Transactions on the Blockchain are carried out only upon payment of a transaction fee, which is referred to as "Gas fee". The amount of the Gas fee payable for a specific transaction depends on its complexity which is measured in a unit called "Gas". The price of Gas varies based on a supply and demand mechanism. The price of Gas is paid in the native currency of the Blockchain Ether (or Gwei, a denomination of Ether). Therefore, the actual costs of a transaction are dependent on the current price of Ether, the current price of Gas and the amount of Gas consumed.

Both values – the Ether price and the Gas price – are highly volatile. Hence, the future development of the transaction costs cannot be predicted at all.

The Gas fees for Minting and the transfer of the subscribed STEELCOINS by the Issuer to the Investor are borne by the Issuer. However, the Gas fees for subsequent transfers by the Investor, e.g., to a third party or to the Issuer in the context of the return to the Issuer of the STEELCOINS by exercising the Steel Goods Option or the Cash Option, shall be borne by the Investor. Thus, if the Investor wants to perform a Transfer, it must have the corresponding amount of Ether to pay the Gas fees incurred for the transfer. Due to the volatility and unpredictability of the development of the gas price and Ether price, it cannot be excluded that the transfer of STEELCOINS to third parties or to the Issuer (in the context of the exercise of the Steel Goods Option or the Cash Option) becomes economically unreasonable for the Investor.

STEELCOINS might be lost due to attacks on third party applications

The STEELCOINS as tokens might become accepted by third party services such as exchanges or decentralized finance (DeFi) protocols which are out of the control of the Issuer.

The use of such services by the Issuer could result in partial or total loss of the Investor's STEELCOINS.

The use of an incompatible wallet/wallet service causes a loss of the STEELCOINS

The wallet or wallet service provider that is used by the Investor for the withdrawal of STEELCOINS must be technically compatible with the STEELCOINS (i.e., ERC20 compatible). If this is not the case, the Investor will not have access to the withdrawn STEELCOINS.

This would result in a permanent total loss of all or parts of the Investor's STEELCOINS and, consequently, of the Investor's investment, because the holding/ability to transfer the STEELCOINS is required to exercise the Steel Goods Option or Cash Option.

Transactions on the Blockchain might not be carried out at in due time or at all

A submitted transaction can either be included in the next block, a later block or, in worse case, in none of the blocks and be dropped by the nodes after some time. Before The Merge was implemented, the actual block time of a specific block could differ from the published long-term average block time. Setting a higher priority fee incentivized the block proposer to prefer the transaction over other transactions with lower priority fees but it did

not provide any guarantee on how fast it was included in a block. Even after implementation of The Merge, the Gas fee calculation is subject to change in the future which might influence the behaviour of the block proposers with regards to transaction selection too.

This may result in any transactions in relation to STEELCOINS being executed too late or not at all.

Technical updates of the Ethereum network might be detrimental to the Issuer, the STEELCOINS and/or the Investors / Decommission of the Ethereum network

The Blockchain (i.e., the Ethereum network) is a public and decentralized network relying on the participation of many different parties. Ethereum relies on a consensus mechanism for reaching agreement on blocks and the transactions they contain. The network participants can agree on changes in the technical specifications of the Blockchain or on upgrades of the protocol of the Blockchain. The Merge implemented in September 2022 is an example of a major upgrade, but several other upgrades are expected to follow in the next years. They might even result in the decommission of the existing Ethereum network or a chain split (fork) described in the next section. The Issuer is not in control of any future changes to the blockchain protocol.

STEELCOINS may be lost in connection with a "fork" of the Ethereum network

If the participating parties in the Ethereum network do not reach a consensus there is the possibility of a so-called "fork". If this happens two (or more) Ethereum blockchains with the same history up to the point of the fork co-exist. This means that the same number of STEELCOINS would exist on all of the blockchains resulting from the fork. After the fork the state of the chains diverge.

However, the Issuer cannot and must not accept all STEELCOINS existing after the fork (i.e., the originally issued STEELCOINS and all STEELCOINS duplicated by the fork). Therefore, the Issuer has to choose sooner or later one of the blockchains resulting from the fork. Transactions executed on the other blockchain(s) up to that point in time would subsequently be rendered invalid. This may result in Investors who have conducted transactions on the blockchain not chosen by the Issuer (e.g., have acquired STEELCOINS) losing all or part of their investment.

In order to mitigate this risk, the Issuer has the option to pause the smart contract on all blockchains resulting from the fork and – as soon as it has been able to make a choice – to continue the smart contract only on the blockchain on which the Issuer wants to continue the STEELCOINS. However, this may result in the Investor not being able to execute transactions in STEELCOINS (i.e., transfers to third parties or to the Issuer on the occasion of the exercise of the Steel Goods Option or the Cash Option) at the time the Investor considers this to be favorable for him.

Finally, there is also the risk that the Issuer decides to use a blockchain for the continuation of the STEELCOINS, and that this blockchain is subsequently not continued. In principle, it would be possible to transfer the STEELCOINS to another blockchain in good time. However, it cannot be ruled out that such a transfer cannot be carried out in time.

STEELCOINS might be lost as a result of the finality of the Blockchain

During regular operation the operation of a blockchain, temporary forks can occur. Consequently, transactions cannot be considered final immediately when they get included in a block. The more subsequent blocks, i.e., confirmations, a block receives, the safer it becomes. In general, parallel chains coexist until one of them is chosen by the nodes and all others get abandoned. This is called finalization and happens once every epoch in the PoS consensus. After finalization, the block and its predecessors cannot be abandoned anymore. The transactions in the blocks of the abandoned chains, however, will be voided permanently. If one of the abandoned blocks contains the minting, transferring, or burning of STEELCOINS, this would lead to the partial or total loss of STEELCOINS concerned.

The legal and regulatory framework for blockchain technology, tokens, crypto-assets and related topics is still developing and could develop to the detriment of the Issuer, the STEELCOINS and/or the Investors

The (widespread use of) blockchain technology, tokens, crypto-assets and related topics are still quite new phenomena. Laws explicitly addressing these topics are currently still rare in many countries. Therefore, in many countries, their legal and regulatory status, classification, or treatment under existing legal systems is currently still unclear or subject to uncertainties. Laws explicitly addressing these topics are currently still rare in many countries. From today's perspective, it is not possible to estimate how courts and (supervisory) authorities will assess all the blockchain technology, tokens, crypto-assets and related topics under the respective existing legal systems or whether and how legislators will amend the existing legal systems or create new laws, regulations or rules to address the legal questions and problems arising in connection with blockchain technology, tokens, crypto-assets and related topics. For example, the amendment of privacy and consumer protection laws, data protection laws and/or intellectual property rights and the creation of laws and regulations, in particular in relation to money laundering/terrorist financing and/or cybercrime are conceivable.

Such regulatory initiatives and developments could result in the Issuer no longer being permitted to issue, service and/or fulfil the obligations under the STEELCOINS and/or the ownership of STEELCOINS generally becoming unlawful (at least in its current form). Changes that are necessary to (re-)establish a legally compliant state could have a material adverse effect on the rights of Investor's arising from the STEELCOINS and, thus, on the value of the Investor's investment.

Governments/authorities could take actions that are to the detriment of the Issuer, the STEELCOINS and/or the Investors

Due to the regulatory uncertainty described above, blockchain activities, including the activities of the Issuer, may be subject to increased oversight and control, including investigations or enforcement actions. There can be no assurance that government agencies will not review the Issuer's business or take any regulatory or enforcement action against the Issuer. All this could result in judgments, settlements, fines or penalties being imposed on the Issuer, or causing the Issuer to restructure its operations and activities in one or more jurisdictions or identify certain individuals or certain jurisdictions no longer with foundation to supply STEELCOINS. If so, it could negatively impact the Issuer's reputation and the Issuer's ability to further issue and service the STEELCOINS, which could have a material adverse effect on the STEELCOINS and the Investor's rights.

Governments could become relevant participants in the PoS consensus by accumulating ETH seized from criminals or by introducing tax payments in ETH in the future. By staking ETH, they can earn rewards and further increase their influence in the PoS consensus. This is comparable to the centralization risk posed by mining pools in PoW or staking pools in PoS. If they abused their power, they could discriminate transactions of specific or all Investors.

III. Terms and Conditions of the STEELCOINS

CONTENTS

1	Definitions	41
2	Issuer and Issuing.....	45
3	Subscription, Offered Subscription Price and Subscription Amount	45
4	No Trading on Marketplaces / Trading Venues – Transferability	47
5	Rights Connected to the STEELCOINS.....	47
6	Physical Settlement: Steel Goods Option	48
7	Cash Settlement: Cash Option	51
8	Forks of the Blockchain	52
9	Default and Force Majeure.....	52
10	Payment and Austrian Taxation	53
11	Term and Termination	53
12	Issuance of Further Financial Instruments and Possibility to Agree on Special Conditions	54
13	Governing Law and Jurisdiction	54
14	Website	54
15	Miscellaneous	55
ANNEX ./1	Formula to calculate the Sell Price applying the Steel Amount and the Finished Steel Value as well as examples for calculating the Sell Price 57	
ANNEX ./2	Steel Goods available under the Steel Goods Option	65
ANNEX ./3	Weight Reduction Schedule.....	68

1. Definitions

In these Terms and Conditions (the "**Terms and Conditions**"), the following terms shall have the following meaning:

Accepted STEELCOINS	Has the meaning as defined in Clause 3.5 of these Terms and Conditions.
Additional Collection Location/s	Has the meaning as defined in Clause 6.5 of these Terms and Conditions.
Blockchain	Blockchain means the "Ethereum" blockchain as defined in Clause 2.2 of these Terms and Conditions.
BörseG	The Austrian Stock Exchange Act 2018 (<i>Börsegesetz 2018</i> – Austrian Federal Law Gazette [<i>BGBI</i>] I Nr 107/2017), as amended.
Business Day(s)	Monday to Friday, excluding Austrian public holidays and 24 December and 31 December.
Burn/Burning	Means the process of removing (fractions of) STEELCOIN(S) from circulation by the Issuer, by transferring the respective (fractions of) STEELCOIN(S) on the Blockchain to the Public Address 0x0000000000000000000000000000000000000000000000000000000000000000 and reducing the total circulation of outstanding (fractions of) STEELCOIN(S).
Cash Option	Cash settlement of a STEELCOIN as described under Section 7 of these Terms and Conditions.
Collection Location/s	Has the meaning as defined in Clause 6.5 of these Terms and Conditions.
Delivery Address	Has the meaning as defined in Clause 3.6 of these Terms and Conditions.
Deposit from the Blockchain	Means the function on the Website by the exercise of which the Investor may initiate the return of (fractions of) STEELCOINS to the Issuer, either by using the Steel Goods Option or the Cash Option.
EU Prospectus Regulation	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC.

euro or EUR or €	Euro; currency of the member states of the European Union participating in the third stage of the European Economic and Monetary Union.
Extended Offered Collection Dates	Has the meaning as defined in Clause 6.7 of these Terms and Conditions.
Finished Steel Product Group(s)	Finished Steel Product Groups are products that are referred to for the calculation of the Finished Steel Value and include hot rolled sheets acc. EN 10051, welded rectangular tubes acc. EN 10219, welded round tubes acc. EN 10219, welded round tubes acc. EN 10217 and hot rolled coils acc. EN 10051. Each one is called a Finished Steel Product Group, all of them Finished Steel Product Groups.
Finished Steel Value	Has the meaning as defined in Clause 7.2 of these Terms and Conditions.
Forming Costs	Has the meaning as defined under item 1.2.2 of <u>ANNEX .1</u> to these Terms and Conditions.
FRANKSTAHL	FRANKSTAHL Rohr- und Stahlhandelsges.m.b.H, registered with the Austrian Commercial Register (competent court: Commercial Court Vienna [<i>Handelsgericht Wien</i>]) under the commercial register number FN 142511 a.
Gas Fees	Means the fee payable in the Blockchain's native currency (i.e., Ether [ETH]) to conduct a Transaction on the Blockchain.
Higher Sell Price	Has the meaning as defined in Clause 7.3 of these Terms and Conditions.
Investor	Any natural person or legal entity (other than the Issuer) that is in possession of / able to dispose of (fractions of) STEELCOIN(S).
Issuer	FS Steel-Products GmbH, a limited liability company (<i>Gesellschaft mit beschränkter Haftung</i>) incorporated and validly existing under the laws of the Republic of Austria, with its registered seat in Vienna, Austria, and its registered office at Praterstraße 15/3/17, 1020 Vienna, Austria, registered in the Commercial Register (<i>Firmenbuch</i>) of the Commercial Court Vienna (<i>Handelsgericht Wien</i>) under the commercial register number 579306x.
Issuing of the Accepted STEELCOINS	Has the meaning as defined in Clause 3.6 of these Terms and Conditions.

Login Area	Has the meaning as defined in Clause 14.2 of these Terms and Conditions.
Maximum Issue Price	Has the meaning as defined in Clause 3.3 of these Terms and Conditions.
Mint/Minting	Means the "creation" of (fractions of) the STEELCOINS on the Blockchain by initiating the transfer of the respective (fractions of) STEELCOINS from the Public Address 0x0000000000000000000000000000000000000000000000000000000000000000 to a Public Address of the Issuer.
MTF	Means a multilateral trading facility pursuant to Sec 1 no 10 BörseG.
Offer	Has the meaning as defined in Clause 3.3 of these Terms and Conditions.
Offered Collection Times	Has the meaning as defined in Clause 6.6 of these Terms and Conditions.
Offered STEELCOINS	Has the meaning as defined in Clause 3.3 of these Terms and Conditions.
Offered Subscription Price	Has the meaning as defined in Clause 3.3 of these Terms and Conditions.
OTF	Means an organized trading facility pursuant to Sec 1 no 11 BörseG.
Payment Methods	Means the payment methods offered on the Website to pay the Subscription Amount.
Private Key	Means the cryptographic key that is required to authorize a Transaction on the Blockchain.
Public Address	Means a unique identifier that is visible on the Blockchain to which a Token can be allocated.
Public Area	Has the meaning as defined in Clause 14.2 of these Terms and Conditions.
Prospectus	Means the Prospectus for the public offering of STEELCOINS under the EU Prospectus Regulation.
Regulated Market	Means a regulated market pursuant to Sec 1 no 2 BörseG.

Return Address	Means the Public Address indicated to the Investor on the Website when executing the Deposit from the Blockchain function.
Selected Collection Date	Has the meaning as defined in Clause 6.8 of these Terms and Conditions.
Selected Steel Goods	Has the meaning as defined in Clause 6.3 of these Terms and Conditions.
Sell Price	Has the meaning as defined in Clause 7.2 these Terms and Conditions.
Steel Amount	Has the meaning as defined in Clause 6.2 of these Terms and Conditions.
STEELCOIN(S)	Means the transferable bearer securities that are issued in the form of Token on the Blockchain pursuant to these Terms and Conditions and granting the rights as described in these Terms and Conditions.
Steel Goods	Steel Goods are products available under the Steel Goods Option as described in Clause 6.3 and defined under Section 1 (<i>Steel Goods available under the Steel Goods Option</i>) of ANNEX ./2 to these Terms and Conditions.
Steel Goods Option	Physical settlement of a STEELCOIN as described under Section 6 of these Terms and Conditions.
Steel Quantity	Has the meaning as defined in Clause 6.3 of these Terms and Conditions.
STEELCOINS to be Returned Under the Cash Option	Has the meaning as defined in Clause 7.4 of these Terms and Conditions.
STEELCOINS to be Returned Under the Steel Goods Option	Has the meaning as defined in Clause 6.3 of these Terms and Conditions.
Subscription Amount	Has the meaning as defined in Clause 3.5 of these Terms and Conditions.
Subscription Offer	Has the meaning as defined in Clause 3.5 of these Terms and Conditions.
Token	Has the meaning as defined in Clause 2.2 of these Terms and Conditions.
Transaction on the Blockchain	Means all operations on the Blockchain; inter alia: transfers from one Public Address to another, Minting,

	Burning, but also all other transactions that can be executed over the Blockchain. All operations require the payment of Gas Fees.
Transfer	Has the meaning as defined in Clause 4.3 of these Terms and Conditions.
Website	The Website of the Issuer: https://www.steelcoin.com .
Weight Reduction Schedule	Has the meaning as defined in Clause 6.2 of these Terms and Conditions.
Withdraw to the Blockchain	Means the function on the Website by the exercise of which the interested investor that has subscribed for the Accepted STEELCOINS and has paid the Subscription Amount demands that the Issuer Mints and Transfers the Accepted STEELCOINS to the Delivery Address.

2. Issuer and Issuing

1. The Issuer is the issuer of the STEELCOINS.
2. Under the issuance governed by these Terms and Conditions, the Issuer issues STEELCOINS that are transferable bearer securities issued in the form of ERC-20 tokens ("**Token**") on the "Ethereum" blockchain ("**Blockchain**") granting the right to return STEELCOINS against physical delivery of Steel Goods (Steel Goods Option) or against cash settlement in EUR (Cash Option) at the choice of the Investor, as further described in these Terms and Conditions. The STEELCOINS are subscribed for against a payment of an EUR amount, but do not have a nominal value. There is no right to (physical) (individual) securitization of the STEELCOINS.
3. To the extent permitted by applicable laws, the Issuer reserves the right to issue further STEELCOINS or other instruments. Further issues of STEELCOINS may be based on a different technology (e.g., token standard, blockchain, etc).
4. A public offering is made in Austria and all other member states of the European Union and the European Economic Area, subject to the prior passporting of the Prospectus pursuant to the EU Prospectus Regulation as amended from time to time and other applicable laws and regulations. The issuing may further be extended to other countries in line with applicable local laws.

3. Subscription, Offered Subscription Price and Subscription Amount

1. The issue price of the STEELCOINS is not fixed, but is determined individually by each interested investor in accordance with Clause 3.3, if accepted by the Issuer in accordance with Clause 3.4.
2. Interested investors may subscribe for a fraction of 0.0001 STEELCOIN or multiples thereof. The smallest fraction shall be 0.0001 STEELCOIN.
3. Interested investors can visit the Website and electronically through an online subscription form make an offer to buy (a fraction of) one or more STEELCOINS (the

"Offer"). The interested investor must provide personal information including name, date of birth, country and address of residence and e-mail-address and if available a VAT identification number as well as further information and related evidence as required to process the subscription or as provided for by applicable laws and regulations. The interested investor must further include in the Offer the number of (fractions of) STEELCOIN(S) he/she wishes to subscribe for ("**Offered STEELCOINS**") and the price per STEELCOIN in EUR that the interested investor offers to pay ("**Offered Subscription Price**") in an amount that the interested investor deems suitable. The Offered Subscription Price must not exceed EUR 5,400 ("**Maximum Issue Price**"). The Offered STEELCOINS multiplied by the Offered Subscription Price must amount to at least EUR 50.

4. The Issuer is free to accept or reject such an Offer in whole or partially (i.e., only with a reduced number of [fractions of a] STEELCOIN[S] but not for another price than the Offered Subscription Price) at its sole discretion immediately by indicating this to the interested investor on the Website. If the Issuer does not accept an Offer (in whole or partially) by informing the interested investor through the Website immediately upon the interested investor having submitted the Offer, the Offer is deemed to be rejected.
5. If the Offer is accepted (in whole or partially) by the Issuer by indicating this to the interested investor on the Website ("**Subscription Offer**"), the interested investor subscribes the STEELCOIN(S) (or fractions thereof) in the amount of (fractions of) STEELCOINS accepted by the Issuer ("**Accepted STEELCOINS**"). The issuing of the STEELCOIN(S) to the investor is subject to prior payment in full of the amount resulting from the multiplication of the Accepted STEELCOINS with the Offered Subscription Price ("**Subscription Amount**"). Details on the available Payment Methods will be displayed on the Website prior to the interested investor submitting the Offer pursuant to Clause 3.3. All payments made to the Issuer shall originate from accounts within the European Union and/or the European Economic Area (and/or accounts with banks outside the European Union and/or the European Economic Area, if any, as indicated by the Issuer on the Website from time to time). The interested investor must pay the Subscription Amount immediately via the Website by using one of the offered Payment Methods. If payment of the full Subscription Amount applicable to the Subscription Offer concerned is not effected within the time indicated for such a payment on the Website, the applicable Subscription Offer is cancelled.
6. After complete payment of the Subscription Amount was effected by the interested investor using an available Payment Method, the interested investor is asked to provide a Public Address of the account on the Blockchain to which the Issuer shall transfer the Accepted STEELCOINS once Minted ("**Delivery Address**") by using the Withdraw to the Blockchain function on the Website. The Withdraw to the Blockchain function on the Website allows the interested investor to provide the Delivery Address and thereby demand that the Accepted STEELCOINS are issued in the form that the Issuer Mints the Accepted STEELCOINS and subsequently transfers the Accepted STEELCOINS to the Delivery Address within 24 hours after the Issuer having received the Delivery Address ("**Issuing of the Accepted STEELCOINS**"). All Gas Fees for the Issuing of the Accepted STEELCOINS will be borne by the Issuer.
7. The Delivery Address used by the Investor must be compatible with the Blockchain.

8. The STEELCOINS are bearer securities in the form of Token, therefore all rights in connection with the STEELCOIN(S) are exclusively linked to the possession / ability to dispose of the STEELCOIN(S). A documentation or confirmation of possession of the STEELCOINS in any other form (specifically either in the form of paper certificates or electronic certificates) will not be available.
9. The Investor shall be responsible for the safekeeping and secrecy of his STEELCOIN(S) and access data to his Delivery Address (or to any other of his Public Addresses the Investor has transferred his STEELCOIN(S) to, if any). The loss or disclosure of the access data to the Investor's Delivery Address (or to any other of his Public Addresses the Investor has transferred his STEELCOIN(S) to, if any) may result in the permanent loss of access to the Investor's STEELCOIN(S) and thus the complete loss of the Investor's STEELCOINS.
10. Should a payment of the Subscription Amount be revoked or cancelled for whatsoever reason, the Investor has to return the Accepted STEELCOINS to the Issuer by transferring them to the Return Address and the Issuer will Burn the respective Accepted STEELCOIN(S) within seven (7) days after receipt on the Return Address.

4. No Trading on Marketplaces / Trading Venues – Transferability

1. As of the date of the Prospectus the Issuer does not intend to establish or initiate a marketplace, where the STEELCOINS can be traded by the Investors, or to apply for or obtain admission of the STEELCOINS to trading on a Regulated Market, an MTF, an OTF or any other market subject to similar regulation. However, the Issuer reserves the right to do so in the future.
2. The STEELCOINS shall not be admitted to trading on a Regulated Market, an MTF, or an OTF or other market subject to similar regulations without the prior written consent of the Issuer.
3. The Investor can, however, subject to applicable laws and regulations, generally freely transfer own STEELCOINS to another interested investor on the Blockchain ("**Transfer**"). Such a Transfer will generate Gas Fees payable by the Investor. The Issuer has no influence on payable Gas Fees. Fractions of STEELCOINS can be transferred, whereby the smallest fraction shall be 0.000000000000000001 STEELCOIN.
4. The effectiveness of all Transfers is contingent on complying with applicable laws and regulations, these Terms and Conditions and the restrictions laid down in the Prospectus.

5. Rights Connected to the STEELCOINS

1. The STEELCOINS grant the Investor the right to either receive physical Steel Goods as described under Section 6 of these Terms and Conditions (Steel Goods Option) or at the option of the Investor to instead receive cash in EUR as described under Section 7 of these Terms and Conditions (Cash Option). STEELCOINS are transferable as outlined under Clauses 4.3 and 4.4.
2. The rights arising out of the STEELCOINS as governed by these Terms and Conditions qualify as direct, unsecured non-subordinated obligations of the Issuer to the

Investor ranking *pari passu* among themselves and with all other unsecured obligations of the Issuer, as long as such other obligations of the Issuer do not expressly rank senior to the claims of the Investors pursuant to applicable laws and regulations, in particular insolvency laws.

3. STEELCOINS do not grant the Investor any shareholder rights, in particular neither participation rights nor voting rights in the shareholders' meetings of the Issuer nor co-determination rights and no rights to profits of the Issuer or to liquidation proceeds. The Issuer is free to use the proceeds from issuing STEELCOINS at its own discretion and in particular is not obliged to invest them in steel products or use them for steel trading or in any other a specific way.

6. Physical Settlement: Steel Goods Option

1. The Steel Goods Option can only be exercised for a minimum of one STEELCOIN, whereby higher amounts with minimum fractions of 0.0001 STEELCOIN or multiples thereof may be redeemed against receipt of Steel Goods subject to the following provisions. If an Investor has less than one STEELCOIN, such Investor cannot exercise the Steel Goods Option, but only the Cash Option for such fractions of a STEELCOIN.
2. The amount of Steel Goods the Investor is entitled to per full STEELCOIN is calculated in kilograms (kg) and is reduced over time as follows (each such amount the "**Steel Amount**"): Until (and including) 1 January 2023 the Steel Amount shall be equal to 1,814.39 kg of Steel Goods per STEELCOIN. Starting from (and including) 2 January 2023 the Steel Amount is reduced each following day until the day the Investor exercises the Steel Goods Option applying the following formula each day of a year ("**Weight Reduction Schedule**"):

$$\text{Steel Amount in kg per STEELCOIN} = \text{Steel Amount on the previous day in kg per STEELCOIN} * 0.97^{(1/365)}$$

and in leap years:

$$\text{Steel Amount in kg per STEELCOIN} = \text{Steel Amount on the previous day in kg per STEELCOIN} * 0.97^{(1/366)}$$

For illustrative purposes, overviews for the Steel Amounts applying the Weight Reduction Schedule are included (i) for 31 December of each year from, and including, 2023 until, and including, 2122 in item 1 (*Overview of the respective Steel Amount on 31 December of each year until the year 2122*) of [ANNEX ./.3](#) to these Terms and Conditions and (ii) for each day of the month of February 2024 in item 2 (*Examples for calculating the Steel Amount during the month of February 2024*) of [ANNEX ./.3](#) to these Terms and Conditions.

3. To return (fractions of) STEELCOINS to the Issuer by way of using the Steel Goods Option, the Investor has to execute the Deposit from Blockchain function on the Website, select the type and quantity of Steel Goods that the Investor wants to receive in exchange for (fractions of) STEELCOINS by choosing from the twelve (12) different Steel Goods specified together with the weight of each Steel Good under item 1 (*Steel Goods available under the Steel Goods Option*) of [ANNEX ./.2](#) to these Terms and Conditions ("**Selected Steel Goods**"), whereby the cumulative weight

of the Selected Steel Goods in kg is the "**Steel Quantity**". In the course of returning (fractions of) STEELCOINS to the Issuer the Investor has to provide its value added tax identification number, if any. Steel Goods are not divisible and the STEELCOINS can thus only be exchanged for whole pieces of Steel Goods. Furthermore, the Investor must transfer such (exact) amount of STEELCOINS in a single transaction to the Return Address that is the quotient (commercially rounded to two decimal places) of the Steel Quantity divided by the current Steel Amount ("**STEELCOINS to be Returned Under the Steel Goods Option**").

4. The Issuer will Burn the STEELCOINS to be Returned Under the Steel Goods Option within seven (7) days after receipt on the Return Address.
5. The Investor may collect the Selected Steel Goods upon the Issuer's sole choice only at either (i) FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., Frankstahlstraße 2, 2353 Guntramsdorf, Austria, (ii) FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., Linzer Straße 260, 4600 Wels, Austria, or (iii) FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., Alte Bundesstraße 24, 5151 Nußdorf am Haunsberg, Austria, ("**Collection Locations**", each a/the "**Collection Location**"). The Issuer is free to determine and announce on the Website one or more additional possible locations where the Investor may collect the Selected Steel Goods ("**Additional Collection Locations**", each an "**Additional Collection Location**"). In such case, the Issuer is free to select (i) for Investors who are consumers, either a Collection Location or alternatively an Additional Collection Location that is located closer to the Investor's address registered on the Website than all of the Collection Locations, or (ii) for Investors who are not consumers, a Collection Location or an Additional Collection Location. The Issuer will provide information through its Website, which Collection Location or Additional Collection Location, if applicable, it momentarily chooses and is free to amend its choice for the future. The Investor is free to commission a freight carrier to collect the Selected Steel Goods from the (Additional) Collection Location at his own risk and expense.
6. The Issuer will display the possible collection times for the Selected Steel Goods on its Website prior to the Investor confirming to exercise the Steel Goods Option ("**Offered Collection Times**"). The Offered Collection Times will depend on the Steel Quantity to be collected by an Investor, whereby in case of multiple exercises of the Steel Goods Option by the same Investor within a twelve-month period the respective Steel Quantities shall be added up to determine the Offered Collection Times. The Issuer is generally free to determine the Offered Collection Times, but must – subject to Clause 6.7 below – not exceed the following maximum limits:

For Investors that are consumers	
(Aggregated) Steel Quantity (in 1,000 kg)	Maximum period (in months from date of exercise of the Steel Goods Option)
up to 20	3
up to 100	4
up to 500	6
up to 1,000	9

more than 1,000	12
-----------------	----

For Investors that are not consumers	
(Aggregated) Steel Quantity (in 1,000 kg)	Maximum period (in months from date of exercise of the Steel Goods Option)
up to 20	3
up to 25	4
more than 25	12 (Issuer and Investor may agree on a shorter period on an individual basis)

7. If all Investors together have collected a summed-up amount of more than 9,000,000 kg within a twelve-month period, then the above stated maximum periods for the Offered Collection Times shall be extended by six months. The Issuer will make an announcement on the Website, indicating that Investors have collected more than 9,000,000 kg within a twelve-month period and that the maximum periods for the Offered Collection Times are thus each extended by six months ("**Extended Offered Collection Dates**"). Extended Offered Collection Dates shall only apply for Steel Goods Options not yet exercised.
8. The Issuer will inform the Investor about the Offered Collection Times through its Website and the Investor has to confirm a Collection Time by contacting the Issuer through the Website, such time shall be binding ("**Selected Collection Date**") and late collection shall qualify as a default with the consequences as laid out under Section 9.
9. There is no obligation of the Issuer to deliver or arrange for delivery of the Selected Steel Goods.
10. The issuance of the STEELCOINS does not trigger value added taxation (VAT). VAT is therefore due at the time of the actual handing over of the Steel Goods due to the exercise of the Steel Goods Option. Investors who qualify as consumers will have to pay VAT upon exercising the Steel Goods Option by transferring the respective VAT amount to the Issuer through the Website of the Issuer, whereby details on the available Payment Methods will be displayed on the Website. The supply of goods to Investors that are not consumers (taxable persons) within the Austrian territory (i.e., to a place of establishment or a fixed establishment in Austria) leads to a transfer of VAT liability to the recipient (reverse charge). If the supply of goods shall be made to a place of establishment or a fixed establishment in another EU Member State, an intra-Community acquisition of goods may have to be declared. In both cases, input VAT can be deducted by the buyer under the general conditions. In case that the consideration cannot be determined, the VAT is to be calculated by the seller (thus the Issuer) based on the retail price at the time the Investor exercises the Steel Goods Option. In the event of a change in the current legal situation to the effect that the domestic supply of steel is no longer subject to reverse charge, the buyer additionally owes the statutory VAT.

7. Cash Settlement: Cash Option

1. The Cash Option can be exercised for a fraction of 0.01 STEELCOIN or multiples thereof.
2. The Cash Option allows the Investor to return the STEELCOINS or fractions thereof to the Issuer against cash payment in EUR ("**Sell Price**") to the Investor. The Sell Price will be calculated once a day by multiplying the Steel Amount (Clause 6.2 of these Terms and Conditions) applicable on the date the Cash Option is exercised (see Clause 7.4 of these Terms and Conditions) multiplied by the Finished Steel Value. The "**Finished Steel Value**" describes the average purchase prices per metric ton (1,000 kg) at which FRANKSTAHL and/or the Issuer and/or other local or international steel traders bought Finished Steel Products within the last 64 calendar days prior to the exercise of the Cash Option, deducting the Forming Costs and is calculated by applying the formula under item 1.2 of ANNEX .1 to these Terms and Conditions (*Formula to calculate the Finished Steel Value*) and is denominated in EUR. The Sell Price is commercially rounded to two decimal places (Cent). The Sell Price will be displayed on the Website and requires to login, as described under Clauses 14.2 and 14.4. Examples for the calculation of the Sell Price (applying the Finished Steel Value) are included under item 2 of ANNEX .1 (*Examples for calculating the Sell Price*) to these Terms and Conditions.
3. Instead of returning the STEELCOINS for the Sell Price, the Investor may propose a higher price for which he is willing to return the STEELCOINS or fractions thereof by proposing such price in EUR through the Website. Such a higher sell price can be accepted by the Issuer by indicating this to the Investor on the Website, whereby the Issuer is free to declare acceptance of the offer only for a limited period of time as displayed on the Website ("**Higher Sell Price**"). The Issuer is under no obligation to accept a Higher Sell Price and may reject a Higher Sell Price by indicating this to the Investor through the Website.
4. The Cash Option can be exercised by the Investor only through the Website. The same applies for returning STEELCOINS (or fractions thereof) for a Higher Sell Price. In such cases it is required that the Investor executes the Deposit from the Blockchain function on the Website and specifies the amount of STEELCOINS (or fractions thereof) that shall be returned to the Issuer ("**STEELCOINS to be Returned Under the Cash Option**"). The Issuer will display the Sell Price applicable prior to the Investor confirming the exercise of the Cash Option. The Investor will have to confirm the bank account details of a credit institution licensed in the European Union or the European Economic Area (and/or accounts with banks outside the European Union and/or the European Economic Area, if any, as indicated by the Issuer on the Website from time to time) to which the Issuer shall make payment to. Furthermore, the Investor has to actually transfer the (exact amount of) STEELCOINS to be Returned Under the Cash Option on the Blockchain in a single transfer to the Return Address; the applicable Gas Fees have to be borne by the Investor. Only – but promptly – after the STEELCOINS to be Returned Under the Cash Option have been received at the Return Address will the Issuer instruct the transfer of the Sell Price (or the Higher Sell Price where applicable) to the Investor's bank account. The Investor will receive a confirmation including the quantity of STEELCOINS (or fractions thereof) returned and the amount of cash (in EUR) that will be transferred to the Investor on the Website and by e-mail.

5. The Issuer will Burn the STEELCOINS to be Returned Under the Cash Option within seven (7) days after receipt on the Return Address.

8. Forks of the Blockchain

1. If the participating parties in the Ethereum network do not reach a consensus there is the possibility of a so-called "fork". If this happens, two (or more) Ethereum blockchains with the same history up to the point of the fork co-exist. This means that the same number of STEELCOINS would exist on all of the blockchains resulting from the fork. After a fork occurs, the state of the chains diverge.
2. However, the Issuer cannot and must not accept all STEELCOINS existing after the fork (i.e., the originally issued STEELCOINS and all STEELCOINS duplicated by the fork). Therefore, the Issuer has to choose sooner or later one of the blockchains resulting from the fork. Transactions executed on the other blockchain(s) up to that point in time would subsequently be rendered invalid. This may result in Investors who have conducted transactions (e.g., have acquired STEELCOINS) on the blockchain not chosen by the Issuer losing all or part of their investment.
3. In order to mitigate this risk, the Issuer has the option to pause the smart contract on all blockchains resulting from the fork and – as soon as it has been able to make a choice – to continue the smart contract only on the Blockchain on which the Issuer wants to continue the STEELCOINS. In the case of a fork, the Issuer would publish on the Website that a fork occurred and that the smart contract is paused on all blockchains resulting from the fork. The Issuer will thereafter announce which of the blockchains resulting from the fork, the smart contract will be continued on. However, this may result in the Investor not being able to execute transactions in STEELCOINS (i.e., transfers to third parties or to the Issuer upon wanting to exercise the Steel Goods Option or the Cash Option) at the time the Investor considers this to be favorable for him.

9. Default and Force Majeure

1. After having exercised the Steel Goods Option, if the Investor does not collect the Selected Steel Goods on the Selected Collection Date, the Investor is in default of acceptance. For such default of acceptance, the following will apply: The Steel Quantity that the Investor is entitled to will be reduced to a Steel Quantity that would apply if the Investor would have exercised the Steel Goods Option on the day that the Investor effectively collects the Selected Steel Goods. The Investor may choose which Steel Goods shall be removed from the Selected Steel Goods upon agreeing on a new collection time, whereby a difference that cannot be redeemed with Steel Goods shall be settled in cash by applying the Sell Price that was displayed on the Website on the day the Investor exercised the Steel Goods Option. If the default of acceptance lasts longer than four weeks after the Selected Collection Date, the exercise of the Steel Goods Option is cancelled and the Investor will instead receive for the STEELCOINS for which the Steel Goods Option was exercised the lower of either (i) the Sell Price calculated after the lapse of the four weeks of default by applying the Sell Price displayed on that day on the Website or (ii) the Sell Price displayed on the Website at the point of time that the Investor had initially exercised the Steel Goods Option, thus applying the Finished Steel Value and the Steel Quantity on that initial day.

2. If the Issuer is in default by not providing the Selected Steel Goods in time, the Investor is entitled to choose from either of the following: (i) the Investor can insist on the collection of the Selected Steel Goods and allow for a later than the Offered Collection Time, whereby the Steel Quantity shall not be reduced, or (ii) the Investor can choose instead to exercise the Cash Option, whereby the Sell Price shall be the higher of (a) the Sell Price calculated on the day the Investor requests payment for default by applying the Sell Price displayed on that day on the Website or (b) the Sell Price displayed on the Website on the day that the Investor had initially exercised the Steel Goods Option on.
3. The consequences of default as set out under Clauses 9.1 and 9.2 shall not apply in the event of force majeure or other unforeseeable extraordinary circumstances outside of the Issuer's or the Investor's control, such as fire, flooding, earthquake, war, terrorist attacks, sabotage, embargoes, or similar circumstances; failure of production facilities or machines; late delivery or non-delivery by suppliers; or stoppages due to shortage of raw materials, energy, or labor; strike; lockout; difficulties with transport capacities; or interference by public authorities that prevent the Issuer or the Investor from meeting their obligations under these Terms and Conditions on time and not caused by fault of their own.

10. Payment and Austrian Taxation

1. All payments in respect of the STEELCOINS will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Austria or any political subdivision or any authority of or in the Republic of Austria that has power to tax, unless the Issuer is compelled by (Austrian or other) applicable law or regulation to make such withholding or deduction.
2. When exercising the Steel Goods Option, VAT is payable to the Issuer upon collection of the Steel Goods (subject to Clause 6.10).

11. Term and Termination

1. The STEELCOINS have no maturity.
2. The Issuer may ordinarily terminate the STEELCOINS (including any fractions thereof) with effect for all Investors each calendar year at the latest on 30 September with effect as of 31 December of the respective calendar year. In such a case, the Issuer shall, upon returning the STEELCOIN(S), pay to the Investor the Sell Price (as of the effective date of the termination) increased by 5% ("**Termination Amount**"). Should an Investor prove to the Issuer that the subscription price paid by the respective Investor is higher than the Termination Amount, the Issuer shall pay such higher amount as Termination Amount. If an Investor has acquired STEELCOIN(S) on the secondary market, the subscription price paid by the original investor that subscribed to the respective STEELCOIN(S) shall be relevant (and not the purchase price paid by such Investor).
3. The Issuer may extraordinarily terminate the STEELCOIN(S) (including any fractions thereof) with immediate effect for all Investors for good cause (*außerordentliche Kündigung*). In such a case the Issuer shall pay the Termination Amount as outlined

under Clause 11.2. In addition to the statutory reasons, the following reasons shall constitute good cause allowing an extraordinary termination by the Issuer:

- (i) Changes in applicable laws such as supervisory laws or taxation laws that make the further compliance with these Terms and Conditions legally, practically or economically impossible for the Issuer,
- (ii) if the further circulation of STEELCOINS is not permitted in the country where the Investor is located,
- (iii) if the Issuer can no longer calculate the Sell Price, e.g., because the Finished Steel Value is no longer available,
- (iv) if the technical infrastructure required is supported no longer and a replacement is impossible.

12. Issuance of Further Financial Instruments and Possibility to Agree on Special Conditions

1. The Issuer may at any time without the consent of the Investors issue further or other financial instruments or rights. This includes, in particular, additional STEELCOIN(S) either on the Blockchain or on another blockchain or using a different infrastructure and/or token standard than ERC-20. The Issuer further is not limited to issue other debt or equity instruments of any kind in the future.
2. The Issuer may offer some investors special conditions for subscribing STEELCOINS provided that agreeing such special conditions is economically and objectively justified and not to the disadvantage of other Investors.

13. Governing Law and Jurisdiction

1. Form and content of the STEELCOINS, all legal relationships resulting from the issue of the STEELCOINS, as well as all rights and obligations of the Investors and the Issuer shall be governed by Austrian law, excluding its choice of law clauses and the UN Sales Convention.
2. Place of performance shall – unless provided otherwise in these Terms and Conditions – be Vienna, Republic of Austria.
3. For all disputes arising out of or in connection with the STEELCOINS or in connection with these Terms and Conditions between the Issuer and an Investor that is not a consumer (according to the Austrian Consumer Protection Act – *Konsumenschutzgesetz*), the court competent for commercial matters in Vienna, Inner City shall have exclusive jurisdiction.

14. Website

1. The Website of the Issuer is <https://www.steelcoin.com>.
2. The Website comprises an area open to the public ("**Public Area**") and an area that requires pre-registration for access ("**Login Area**"). Registration for the Login Area requires the provision of personal data such as name, date of birth, country and address of residence, an e-mail address and – if available – a VAT number, as well

as other information and related evidence required to process a subscription pursuant to Section 3 or as provided for by applicable laws and regulations. In addition, a password must be created and a telephone number that will be used to validate the login must be provided. The Issuer is free not to allow access to the registration procedure for the Login Area. However, for Investors the Issuer must not limit registration for the Login Area (except as provided for by applicable laws).

3. From the Issue Start Date on and at least for as long as this Prospectus is valid, the Issuer publishes and keeps available in the Public Area,
 - (i) the volume-weighted average price at which STEELCOINS were subscribed for pursuant to Section 3 on the preceding day (i.e., except for STEELCOINS subscribed for at special conditions as agreed pursuant to Clause 12.2);
 - (ii) (an) Additional Collection Location(s) as described under Clause 6.5, if any, and which Collection Location or Additional Collection Location, if applicable, it momentarily chooses; and
 - (iii) whether and if Extended Offered Collection Dates apply according to Clause 6.7.
4. In the Login Area, it is possible to
 - (i) subscribe for STEELCOINS (as described under Section 3);
 - (ii) exercise the Steel Goods Option (as described under Section 6);
 - (iii) exercise the Cash Option (as described under Section 7);
 - (iv) view the current Sell Price.
5. The Website is available on Business Days between 9 a.m. and 7 p.m. (Vienna time). Any regular updates, patches and fixes will be done outside this availability time.
6. The Investors generally may exercise the Steel Goods Option or the Cash Option during the Website hours anytime subject to limitations due to updates, patches and fixes pursuant to Clause 14.5 and unforeseeable service interruptions, security issues and malfunctions pursuant to Clause 14.7.
7. As unforeseeable service interruptions, security issues and malfunctions may occur, constant availability of the Website cannot be guaranteed. Thus, in exceptional cases, it may be necessary to perform maintenance work during availability time, which means that the Website is temporarily unavailable (downtime). In such a scenario, the Issuer will to the extent possible inform about the necessity of maintenance work, the period during which the Website is expected to be unavailable, and when the Website is expected to be available for unrestricted use again, upfront and as early as possible, preferably four days prior to the extraordinary downtime.

15. Miscellaneous

1. The Investor may contact and provide notices to the Issuer either via the Website or in writing or by e-mail via the following address:

FS Steel-Products GmbH
Praterstraße 15/3/17, 1020 Vienna, Austria
mail@steelcoin.com

The Issuer may contact and provide notices to the Investor via the last known e-mail address notified by the Investor and via display on the Website.

2. If a provision in these Terms and Conditions becomes legally invalid, in whole or in part, the remaining provisions shall remain in effect. Invalid provisions shall pursuant to the purpose of these Terms and Conditions be replaced by valid provisions that from an economic point of view come as close as legally possible to the invalid provision.
3. The Issuer may amend these Terms and Conditions to the extent this is required by mandatory law or regulations or if such amendment is not to the detriment of the Investors or otherwise only with the consent of the Investors. The Amendment of the Terms and Conditions will be published on the Website and the Issuer will inform the Investors about the amendment by e-mail, as far as the Issuer was provided with an e-mail address. An amendment of the formula to calculate the Sell Price shall be admissible insofar as the calculation of the Finished Steel Value is transferred to a third party.

* * * * *

ANNEXES:

ANNEX ./1: Formula to calculate the Sell Price applying the Steel Amount and the Finished Steel Value as well as examples for calculating the Sell Price

ANNEX ./2: Steel Goods available under the Steel Goods Option

ANNEX ./3: Weight Reduction Schedule

ANNEX ./1 Formula to calculate the Sell Price applying the Steel Amount and the Finished Steel Value as well as examples for calculating the Sell Price

Important Notice: This Annex contains several example calculations prepared by the Issuer for illustrative and explanatory purposes. These example calculations include numbers that were assumed for the purposes of these example calculations only. Therefore, the arithmetic results of these example calculations are not, and should not be understood as an indication of the possible results that the calculations with actual numbers may yield at any time in the future. In addition, the results of these example calculations are not, and should not be understood as, forecasts or indications of past or future performance or past or future developments of the applicable data.

The numbers in the example calculations contained in this Annex are presented as rounded figures. However, they were calculated on the basis of exact figures and then, where applicable, rounded commercially to two decimal places.

1. Formula to calculate the Sell Price applying the Finished Steel Value

The Sell Price is calculated as follows:

$$\text{Sell Price in € per STEELCOIN} = \text{Steel Amount in kg per STEELCOIN} * \text{Finished Steel Value in € per metric ton} / 1,000$$

The Sell Price will be published on the Issuer's Website and requires to login, as described under Clauses 14.2 and 14.4. of the Terms and Conditions.

This calculation of the Sell Price is based on the following factors:

1.1. Formula to calculate the Steel Amount applying the "Weight Reduction Schedule"

The Steel Amount (i.e., the amount of Steel Goods the Investor is entitled to per full STEELCOIN) is calculated in kilograms (kg) and is reduced over time as follows: Until (and including) 1 January 2023 the Steel Amount shall be equal to 1,814.39 kg of Steel Goods per STEELCOIN. Starting from (and including) 2 January 2023 the Steel Amount per STEELCOIN is reduced each day by applying the following formula (Weight Reduction Schedule):

$$\text{Steel Amount in kg per STEELCOIN} = \text{Steel Amount on the previous day in kg per STEELCOIN} * 0.97^{(1/365)}$$

and in leap years:

$$\text{Steel Amount in kg per STEELCOIN} = \text{Steel Amount on the previous day in kg per STEELCOIN} * 0.97^{(1/366)}$$

For illustrative purposes, overviews for the Steel Amounts applying the Weight Reduction Schedule are included (i) for 31 December of each year from, and including, 2023 until, and including, 2122 in item 1 (*Overview of the respective Steel Amount on 31 December of each year until the year 2122*) of [ANNEX ./3](#) to these Terms and Conditions and (ii) for each day of the month of February 2024 in item 2 (*Examples for calculating the Steel Amount during the month of February 2024*) of [ANNEX ./3](#) to these Terms and Conditions.

1.2. Formula to calculate the Finished Steel Value

The Finished Steel Value is calculated as follows:

Finished Steel Value in € per metric ton = (Sum of 1 to [and including] n of the Weighted value.€ in € per kg / Sum of 1 to [and including] n of the Weighted quantity.Pos.kg in kg) * 1,000

BDO has verified prior to the offer whether the Issuer has established appropriate processes to ensure that the Finished Steel Value is determined in accordance with the Terms and Conditions. BDO will be commissioned to review and report on the Finished Steel Value determined in the course of the audit of the annual financial statements of each calendar year to ensure that it is determined correctly in accordance with the Terms and Conditions. BDO might be replaced by the Issuer for another auditor in the future.

1.2.1. General information on the calculation of the Finished Steel Value

The Finished Steel Value aims to reflect the current purchase price situation on the European market for finished steel that at least one steel trader faces when ordering certain finished steel goods for their stockholding. The Finished Steel Value is calculated every day on the basis of the Order Data (as defined below) available to the Issuer (or a third party appointed by the Issuer) until 11:59 p.m. (Vienna time) of the preceding day of purchase orders by selected European steel traders for Finished Steel Product Groups (as defined below) at a spot price for the purpose of stockholding. Spot prices are prices that steel mills offer on a daily basis and are valid only for a limited period. The Sell Price displayed on the Website is calculated based on the last available Finished Steel Value.

The frequency of past orders for purchases does not allow any conclusions about future ordering behavior.

1.2.2. Order Data used to contribute to the calculation of the Finished Steel Value

Order data that fulfils the following qualifications will be included in the calculation of the Finished Steel Price ("**Order Data**"): Order Data that is contributed by FRANKSTAHL and/or the Issuer and/or other local or international steel traders ("**Contributors**"), to whose data contribution the Issuer has consented in writing, that related to Outstanding Orders for the purchase of Finished Steel Product Groups whereby the Order Data used to calculate the Finished Steel Value shall use the Order Price and deduct the Forming Costs attributable to the respective Finished Steel Product Group.

Outstanding Orders: "**Outstanding Orders**" are purchase orders made by Contributors for their stockholding at a spot price and that were yet not delivered to or collected by the Contributor and are thus outstanding purchase orders. Spot prices are prices that steel mills offer on a daily basis and are valid only for a limited period. As soon as an order has been fulfilled, it is no longer included in the Order Data as a basis for calculating the Finished Steel Value. The acquisition of entire stocks or participations in a stockholding do not qualify as an order and data thus does not qualify as Order Data.

Finished Steel Product Groups: From the Outstanding Orders, only the purchase orders for the following five product groups (each a "**Finished Steel Product Group**") are included in the calculation of the Finished Steel Value: hot rolled sheets acc. EN 10051,

welded rectangular tubes acc. EN 10219, welded round tubes acc. EN 10219, welded round tubes acc. EN 10217 and hot rolled coils acc. EN 10051.

Order Price: Agreed purchase price of the Outstanding Order for a Finished Steel Product Group at the point in time at which the order is confirmed. The term "Order Price" includes any customs, where applicable, and is denominated in EUR per metric ton.

Finished Steel Price / Forming Costs: To calculate the "**Finished Steel Price**", the "**Forming Costs**" are deducted from the Order Prices. The Forming Costs vary among the Finished Steel Product Groups and are a fixed percentage of the Order Price for each Finished Steel Product Group. The result of this calculation is used in the formula for calculating the Finished Steel Value. The Forming Costs to be applied for each of the Finished Steel Product Groups are set by the Issuer as outlined in the table below:

Finished Steel Product Group	Forming Costs (in % of the Order Price)
hot rolled sheets acc. EN 10051	11%
hot rolled coils acc. EN 10051	7%
welded rectangular tubes acc. EN 10219	21%
welded round tubes acc. EN 10219	15%
welded round tubes acc. EN 10217	21%

Example 1 for calculation of Finished Steel Price: One metric ton of "hot rolled sheets acc. EN 10051" is ordered for an Order Price of 1,290 EUR per metric ton. To calculate the respective Finished Steel Price, the Forming Costs applicable for this Finished Steel Product Group (i.e., 11% of the Order Price) are deducted from the Order Price. The Finished Steel Price for this order thus amounts to 1,148.10 EUR per metric ton.

Example 2 for calculation of Finished Steel Price: One metric ton of "welded round tubes, acc. EN 10219" is ordered for an Order Price of 1,122 EUR per metric ton. To calculate the respective Finished Steel Price, the Forming Costs applicable for this Finished Steel Product Group (i.e., 15% of the Order Price) are deducted from the Order Price. The Finished Steel Price for this order thus amounts to 953.70 EUR per metric ton.

Factor Age: When calculating the Finished Steel Value on a specific day, the period between the date of calculation of the Finished Steel Value and the confirmation of the respective Outstanding Orders by the Contributor's supplier is also taken into account. The more recent Outstanding Orders are factored into the calculation of the Finished Steel Value to a greater extent than Outstanding Orders placed further back in time.

To this end, the relevance of Outstanding Orders (i.e., the respective ordered weight and Order Price per Finished Steel Product Group) is continuously reduced when calculating the Finished Steel Value as follows:

- Outstanding Orders that were confirmed by the Contributor's supplier within two weeks prior to the day of calculation of the Finished Steel Value are fully, thus with 100% of their parameters, included in the calculation of the Finished Steel Value.
- For Outstanding Orders that were confirmed by the Contributor's supplier more than 14 calendar days – but not more than 64 calendar days – prior to the day of calculation of the Finished Steel Value, the relevance of Outstanding Orders is reduced by 2% per each calendar day. For example:
 - An Outstanding Order that has been confirmed on the 15th calendar day prior to the day of calculation of the Finished Steel Value is only taken into account with 98% of its parameters.
 - The parameters of an Outstanding Order that has been confirmed on the 24th calendar day prior to the calculation of the Finished Steel Value will only be taken into account with 80% of its parameters.
- Outstanding Orders that have been confirmed by the Contributor's supplier 65 calendar days or more prior to the day of calculation of the Finished Steel Value are no longer taken into account and, thus, are not relevant in the calculation of the Finished Steel Value.

The continuous reduction of the relevance of an Outstanding Order (thus its parameters) in the calculation of the Finished Steel Value described above is mapped mathematically with the "**Factor Age**" as follows:

- Up to and including an "age" of 14 calendar days, the Factor Age is 1 (corresponds to 100%).
- For an "age" of 15 calendar days to – and including – 64 calendar days , the Factor Age is calculated as follows: $[1 - (\text{number of calendar days since the day of confirmation of the Outstanding Order} - 14) * 0.02]$.
- For an "age" of 65 or more calendar days, thus, more than 64 calendar days after the day the Outstanding Order was confirmed, the Factor Age is 0 (zero).

1.2.3. Calculation of the Finished Steel Value

Order.Price: Order Price (including customs, if any) in € per metric ton per Finished Steel Product Group of a specific Outstanding Order.

FSPG.costs: Forming Costs in % of the Order.Price per Finished Steel Product Group as outlined under Finished Steel Price.

Reference value.Pos: Calculated Finished Steel Price for a Finished Steel Product Group of a specific Outstanding Order in € per metric ton. It is the result of Order.Price in € per metric ton minus FSPG costs.

Reference value.Pos in € per metric ton = **(Order.Price** in € per metric ton – **Order.Price** in € per metric ton * **FSPG.costs**)

Factor.Age: Reduction of the relevance of (the parameters of) Outstanding Orders as described under item 1.2.2 of this Annex.

Quantity.Pos: Open order quantity per Finished Steel Product Group per Outstanding Order in kg.

Weighted quantity.Pos.kg: Open order quantity per Finished Steel Product Group of a specific Outstanding Order in kg multiplied with the Factor Age.

Weighted quantity.Pos.kg in kg = **Quantity.Pos** in kg * **Factor.Age**

Weighted value.€: Value of the open order quantity per Finished Steel Product Group of a specific Outstanding Order in € under consideration of the Factor Age.

Weighted value.€ in € = **Weighted quantity.Pos.kg** in kg * **Reference value.Pos** in € per metric ton / **1,000**

or substituted for Weighted quantity.Pos.kg:

Weighted value.€ in € = **(Quantity.Pos** in kg * **Factor.Age)** * **Reference value.Pos** in € per metric ton / **1,000**

After the Weighted quantity.Pos.kg and the Weighted value.€ have been calculated for each relevant Outstanding Order separately, the Finished Steel Value is calculated by dividing the sum of all Weighted value.€ of all relevant Outstanding Orders by the sum of all Weighted quantity.Pos.kg of all relevant Outstanding Orders and multiplying the quotient with 1,000 (conversion from kg to metric ton).

Finished Steel Value in € per metric = **(Sum of 1 to [and including] n of the Weighted value.€** in kg / **Sum of 1 to n [and including] of the Weighted quantity.Pos.kg** in kg) * **1,000**

1.2.4. Example calculation of the Finished Steel Value for five Outstanding Orders, whereby items from each of the different Finished Steel Product Groups were ordered

Date of calculation (dd/mm/yyyy)	Date the Outstanding Order was confirmed (dd/mm/yyyy)	Finished Steel Product Group	Quantity. pos (in kg)	Order. Price (in €/metric ton)	FSPG. costs (in % of the Order. Price)	Reference value.Pos (in €/metric ton)	Days between date of calculation and date of	Factor. Age	Weighted quantity. Pos.kg (in kg)	Weighted value.€ (in €)
19.04.2022	01.03.2022	welded rectangular tubes acc. EN 10219	6,000	1,300	21%	1,027.00	49	0.30	1,800.00	1,848.60
	15.04.2022	hot rolled sheets acc. EN 10051	24,000	1,450	11%	1,290.50	4	1.00	24,000.00	30,972.00
	01.04.2022	welded round tubes acc. EN 10217	10,000	1,600	21%	1,264.00	18	0.92	9,200.00	11,628.80
	27.02.2022	welded round tubes acc. EN 10219	2,500	1,280	15%	1,088.00	51	0.26	650.00	707.20
	19.02.2022	hot rolled coils acc. EN 10051	16,000	1,150	7%	1,069.50	59	0.10	1,600.00	1,711.20
Sum of 1 to [and including] n of the Weighted value.€ in €										46,867.80
Sum of 1 to [and including] n of the Weighted quantity.Pos in kg										37,250.00
Finished Steel Value in €								1,258.20		

Explanation:

- The Finished Steel Value is calculated on 19 April 2022 (date of calculation). One Outstanding Order that was confirmed by the Issuer's supplier on 1 March 2022 includes 6,000 kg of welded rectangular tubes acc. EN 10219 (Quantity.Pos) at an Order.Price of 1,300 € per metric ton.

The FSPG costs for this Finished Steel Product Group are 21% of the Order.Price. Thus, the Order.Price for this Finished Steel Product Group of this Outstanding Order of 1,300 € per metric ton is reduced by 21% to arrive at the Finished Steel Price for this Finished Steel Product Group (Reference value.Pos) of 1,027 € per metric ton (i.e., 1,300 € per metric ton – [1,300 € per metric ton * 0,21]) = 1,027 € per metric ton).

Between the day the respective Outstanding Order has been confirmed and the day of calculation of the Finished Steel Value, 49 calendar days have lapsed (i.e., 1 March 2022 to 19 April 2022). Thus, according to the formula in item 1.2.2 of this Annex, the Factor.Age will be 0.3 (i.e., 70% reduction).

The Quantity.Pos is multiplied by the Factor Age, which results in the Weighted quantity.Pos in the amount of 1,800 kg (i.e., 6,000 kg * 0,3 = 1,800 kg).

The Weighted value.€ is calculated by multiplying the Weighted quantity.Pos of this Finished Steel Product Group (i.e., 1,800 kg) with the Reference value.Pos (i.e., 1,027 € per metric ton) and dividing the product by the factor 1,000 (conversion of Reference value.Pos from kg to metric ton). The Weighted value.€ of this Finished Steel Product Group amounts to 1,848.60 €.

Results: Weighted quantity.Pos = 1,800 kg
Weighted value.€ = 1,848.60 €

- The same calculation is repeated for the other Outstanding Orders.

- The Finished Steel Value is calculated by adding all Weighted quantity.Pos (i.e., 1,800.00 kg + 24,000.00 kg + 9,200.00 kg + 650.00 kg + 1,600.00 kg = 37,250.00 kg)

then all Weighted value.€ (i.e., 1,848.60 € + 30,972.00 € + 11,628.80 € + 707.20 + 1,711.20 € = 46,867.80 €)

in a last step the sum of all Weighted value.€ (i.e., 46,867.80 €) is divided by the sum of all Weighted quantity.Pos (37,250.00 kg) and multiplied by 1,000 (conversion Finished Steel Value from kg to metric ton), which amounts to 1,258.20 € per metric ton.

2. Examples for calculating the Sell Price

Cash Option – examples for calculating the Sell Price					
		Finished Steel Value (EUR per metric ton)			
		1,080	1,200	1,320	1,440
Date Cash Option is exercised on (dd/mm/yyyy)	One STEELCOIN equals the following Steel Amount on the date the Cash Option is exercised (kg/per STEELCOIN)	Sell Price per STEELCOIN (in EUR)			
17.10.2024	1,717.99	1,855.43	2,061.59	2,267.75	2,473.91
01.07.2027	1,582.19	1,708.76	1,898.62	2,088.48	2,278.35
07.12.2033	1,300.54	1,404.59	1,560.65	1,716.72	1,872.78

Example 1: One STEELCOIN is redeemed on 17 October 2024. The Steel Amount on that day will be 1,717.99 kg.

- If the Finished Steel Value would amount to EUR 1,080 on that day, the Investor would receive EUR 1,855.43 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,200 on that day, the Investor would receive EUR 2,061.59 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,320 on that day, the Investor would receive EUR 2,267.75 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,440 on that day, the Investor would receive EUR 2,473.91 as Sell Price.

Example 2: One STEELCOIN is redeemed on 1 July 2027. The Steel Amount on that day will be 1,582.19 kg.

- If the Finished Steel Value would amount to EUR 1,080 on that day, the Investor would receive EUR 1,708.76 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,200 on that day, the Investor would receive EUR 1,898.62 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,320 on that day, the Investor would receive EUR 2,088.48 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,440 on that day, the Investor would receive EUR 2,278.35 as Sell Price.

Example 3: One STEELCOIN is redeemed on 7 December 2033. The Steel Amount on that day will be 1,300.54 kg.

- If the Finished Steel Value would amount to EUR 1,080 on that day, the Investor would receive EUR 1,404.59 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,200 on that day, the Investor would receive EUR 1,560.65 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,320 on that day, the Investor would receive EUR 1,716.72 as Sell Price.
- If the Finished Steel Value would amount to EUR 1,440 on that day, the Investor would receive EUR 1,872.78 as Sell Price.

ANNEX ./2 Steel Goods available under the Steel Goods Option

1. Steel Goods available under the Steel Goods Option

Upon physical settlement, making use of the Steel Goods Option, the Investor may redeem STEELCOINS by choosing from the following "Steel Goods", whereby the designated weight of each of the Steel Goods is specified in the table below (kg/sheet):

Hot-rolled wide strip steel sheets in grade S235JR+AR according to DIN EN 10051 with natural rolled edges (length x width x thickness [each in mm]; steel density = 8,000 kg/m ³)		
2,000 x 1,000 x 3 (48 kg/sheet)	2,500 x 1,250 x 3 (75 kg/sheet)	3,000 x 1,500 x 3 (108 kg/sheet)
2,000 x 1,000 x 4 (64 kg/sheet)	2,500 x 1,250 x 4 (100 kg/sheet)	3,000 x 1,500 x 4 (144 kg/sheet)
2,000 x 1,000 x 5 (80 kg/sheet)	2,500 x 1,250 x 5 (125 kg/sheet)	3,000 x 1,500 x 5 (180 kg/sheet)
2,000 x 1,000 x 6 (96 kg/sheet)	2,500 x 1,250 x 6 (150 kg/sheet)	3,000 x 1,500 x 6 (216 kg/sheet)

Important Notice: This Annex contains several example calculations prepared by the Issuer for illustrative and explanatory purposes. These example calculations include numbers that were assumed for the purposes of these example calculations only. Therefore, the arithmetic results of these example calculations are not, and should not be understood as, an indication of the possible results that the calculations with actual numbers may yield at any time in the future. In addition, the results of these example calculations are not, and should not be understood as, forecasts or indications of past or future performance or past or future developments of the applicable data.

The numbers in the example calculations contained in this Annex are presented as rounded figures. However, they were calculated on the basis of exact figures, but not of rounded figures, and then, where applicable, rounded commercially.

2. Examples for calculating the Steel Goods Option

Example 1:

An Investor exercises the Steel Goods Option on 31 December 2028. From the Steel Goods, the Investor selects nine (9) sheets with the dimensions 3,000 mm x 1,500 mm x 5 mm (Selected Steel Goods). As each such sheet weighs 180 kg, the aggregated weight of all the Selected Steel Goods totals 1,620 kg (Steel Quantity). On 31 December 2028, one (1) STEELCOIN equals a Steel Amount of 1,511.46 kg. Therefore, the Investor needs to redeem 1.0718 STEELCOINS to obtain the Selected Steel Goods (i.e., Steel Quantity of 1,620 kg divided by the Steel Amount of 1,511.46 kg = 1.0718 STEELCOINS to be Returned Under the Steel Goods Option [calculation result commercially rounded to four decimal places]).

Day the Steel Goods Option is exercised	31 December 2028
-----------------------------------------	------------------

Selected Steel Goods	9 sheets à 3,000 mm x 1,500 mm x 5 mm / 180 kg
Steel Quantity (total weight of Selected Steel Goods)	9 x 180 kg = 1,620 kg
Steel Amount per STEELCOIN on 31 December 2028 (applying the Weight Reduction Schedule)	1,511.46 kg
STEELCOINS to be Returned Under the Steel Goods Option	1,620 kg / 1,511.46 kg = 1.0718

Example 2:

An Investor exercises the Steel Goods Option on 31 December 2042. From the Steel Goods, the Investor selects nine (9) sheets with the dimensions 2,000 mm x 1,000 mm x 3 mm (each sheet weighs 48 kg), seven (7) sheets with the dimensions 2,500 mm x 1,250 mm x 4 mm (each sheet weighs 100 kg) and five (5) sheets with the dimensions 3,000 mm x 1,500 mm x 6 mm (each sheet weighs 216 kg) (all selected sheets together, the Selected Steel Goods). The aggregated weight of all Selected Steel Goods totals 2,212 kg. On 31 December 2042, one (1) STEELCOIN equals a Steel Amount of 986.74 kg. Therefore, the Investor needs to redeem 2.2417 STEELCOINS to obtain the Selected Steel Goods (i.e., Steel Quantity of 2,212 kg divided by Steel Amount 986.74 kg = 2.2417 STEELCOINS to be Returned under the Steel Goods Option [calculation result commercially rounded to four decimal places]).

Day the Steel Goods Option is exercised	31 December 2042
Selected Steel Goods	9 sheets á 2,000 mm x 1,000 mm x 3 mm / 48 kg 7 sheets á 2,500 mm x 1,250 mm x 4 mm / 100 kg 5 sheets á 3,000 mm x 1,500 mm x 6 mm / 216 kg
Steel Quantity (total weight of the Selected Steel Goods)	2,212 kg
Steel Amount per STEELCOIN on 31 December 2042 (applying the Weight Reduction Schedule)	986.74 kg
STEELCOINS to be Returned Under the Steel Goods Option	2,212 kg / 986.74 kg = 2.2417

Example 3:

An Investor exercises the Steel Goods Option on 31 December 2070. From the Steel Goods, the Investor selects three (3) sheets with the dimensions 2,000 mm x 1,000 mm x 6 mm (each sheet weighs 96 kg) and two (2) sheets with the dimensions 2,500 mm x 1,250 mm

x 6 mm (each sheet weighs 150 kg) (all selected sheets together, the Selected Steel Goods). The aggregated weight of all the Selected Steel Goods totals 588 kg (Steel Quantity). On 31 December 2070, one (1) STEELCOIN equals a Steel Amount of 420.54 kg. Therefore, the Investor needs to redeem 1.3982 STEELCOINS to obtain the Selected Steel Goods (i.e., Steel Quantity of 588 kg divided by Steel Amount of 420.54 kg = 1.3982 STEELCOINS to be Returned Under the Steel Goods Option [calculation result commercially rounded to four decimal places]).

Day the Steel Goods Option is exercised	31 December 2070
Selected Steel Goods	3 sheets á 2,000 mm x 1,000 mm x 6 mm / 96 kg 2 sheets á 2,500 mm x 1,250 mm x 6 mm / 150 kg
Steel Quantity (total weight of Selected Steel Goods)	588 kg
Steel Amount per STEELCOIN on 31 December 2070 (applying the Weight Reduction Schedule)	420.54 kg
STEELCOINS to be Returned Under the Steel Goods Option	$588 \text{ kg} / 420.54 \text{ kg} = 1.3982$

ANNEX ./3 Weight Reduction Schedule

This Annex contains, for illustrative purposes, the Weight Reduction Schedule indicating the weight reduction of the Steel Amount over time (i) for 31 December of each year from, and including, 2023 until, and including, 2122 and (ii) for each day of the month of February 2024 applying the following formula:

Steel Amount in kg per STEELCOIN = Steel Amount on the previous day in kg per STEELCOIN * 0.97^(1/365)

and in leap years:

Steel Amount in kg per STEELCOIN = Steel Amount the previous day in kg per STEELCOIN * 0.97^(1/366)

Important Notice: The Steel Amounts in the tables in items 1 and 2 of this Annex are presented as rounded figures. However, they were calculated on the basis of exact figures, but not of rounded figures, and then rounded commercially to two decimal places.

1. Overview of the respective Steel Amount on 31 December of each year

Date (dd/mm/yyyy)	Steel Amount (in kg/STEELCOIN)
31.12.2022	1,814.39
31.12.2023	1,760.10
31.12.2024	1,707.30
31.12.2025	1,656.08
31.12.2026	1,606.40
31.12.2027	1,558.21
31.12.2028	1,511.46
31.12.2029	1,466.12
31.12.2030	1,422.13
31.12.2031	1,379.47
31.12.2032	1,338.09
31.12.2033	1,297.94
31.12.2034	1,259.00
31.12.2035	1,221.23
31.12.2036	1,184.60
31.12.2037	1,149.06
31.12.2038	1,114.59
31.12.2039	1,081.15
31.12.2040	1,048.72

Date (dd/mm/yyyy)	Steel Amount (in kg/STEELCOIN)
31.12.2041	1,017.25
31.12.2042	986.74
31.12.2043	957.13
31.12.2044	928.42
31.12.2045	900.57
31.12.2046	873.55
31.12.2047	847.34
31.12.2048	821.92
31.12.2049	797.27
31.12.2050	773.35
31.12.2051	750.15
31.12.2052	727.64
31.12.2053	705.81
31.12.2054	684.64
31.12.2055	664.10
31.12.2056	644.18
31.12.2057	624.85
31.12.2058	606.11
31.12.2059	587.92

Date (dd/mm/yyyy)	Steel Amount (in kg/STEELCOIN)
31.12.2060	570.29
31.12.2061	553.18
31.12.2062	536.58
31.12.2063	520.48
31.12.2064	504.87
31.12.2065	489.72
31.12.2066	475.03
31.12.2067	460.78
31.12.2068	446.96
31.12.2069	433.55
31.12.2070	420.54
31.12.2071	407.93
31.12.2072	395.69
31.12.2073	383.82
31.12.2074	372.30
31.12.2075	361.13
31.12.2076	350.30
31.12.2077	339.79
31.12.2078	329.60
31.12.2079	319.71
31.12.2080	310.12
31.12.2081	300.81
31.12.2082	291.79
31.12.2083	283.04
31.12.2084	274.55
31.12.2085	266.31
31.12.2086	258.32
31.12.2087	250.57
31.12.2088	243.05
31.12.2089	235.76
31.12.2090	228.69
31.12.2091	221.83

Date (dd/mm/yyyy)	Steel Amount (in kg/STEELCOIN)
31.12.2092	215.17
31.12.2093	208.72
31.12.2094	202.46
31.12.2095	196.38
31.12.2096	190.49
31.12.2097	184.78
31.12.2098	179.23
31.12.2099	173.86
31.12.2100	168.64
31.12.2101	163.58
31.12.2102	158.67
31.12.2103	153.91
31.12.2104	149.30
31.12.2105	144.82
31.12.2106	140.47
31.12.2107	136.26
31.12.2108	132.17
31.12.2109	128.21
31.12.2110	124.36
31.12.2111	120.63
31.12.2112	117.01
31.12.2113	113.50
31.12.2114	110.09
31.12.2115	106.79
31.12.2116	103.59
31.12.2117	100.48
31.12.2118	97.47
31.12.2119	94.54
31.12.2120	91.71
31.12.2121	88.95
31.12.2122	86.29

2. Examples for calculating the Steel Amount during the month of February 2024

Date (dd/mm/yyyy)	Steel Amount (in kg/STEELCOIN)
01.02.2024	1,755.42
02.02.2024	1,755.28
03.02.2024	1,755.13
04.02.2024	1,754.98
05.02.2024	1,754.84
06.02.2024	1,754.69
07.02.2024	1,754.55
08.02.2024	1,754.40
09.02.2024	1,754.25
10.02.2024	1,754.11
11.02.2024	1,753.96
12.02.2024	1,753.82
13.02.2024	1,753.67
14.02.2024	1,753.52
15.02.2024	1,753.38
16.02.2024	1,753.23
17.02.2024	1,753.09
18.02.2024	1,752.94
19.02.2024	1,752.79
20.02.2024	1,752.65
21.02.2024	1,752.50
22.02.2024	1,752.36
23.02.2024	1,752.21
24.02.2024	1,752.07
25.02.2024	1,751.92
26.02.2024	1,751.77
27.02.2024	1,751.63
28.02.2024	1,751.48
29.02.2024	1,751.34

IV. THE ISSUER

[Annex 6 to COMMISSION DELEGATED REGULATION (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004]

1. Persons responsible, third party information, experts' reports and competent authority approval

1.1 Persons responsible for the information given in this prospectus

The Issuer, FS Steel-Products GmbH with its registered seat in Vienna, Austria, and its registered office in Praterstraße 15/3/17, 1020 Vienna, Austria, registered with the Commercial Register (*Firmenbuch*) of the Commercial Court Vienna (*Handelsgericht Wien*) under registration number FN 579306 x, is responsible for the information provided in this Prospectus.

1.2 Declaration of the issuer

The Issuer declares that he has taken all reasonable care to ensure that the information contained in this Prospectus is, to the best of its knowledge, is in accordance with the facts and that this Prospectus makes no omission likely to affect its import.

1.3 Where a statement or report attributed to a person as an expert is included in the registration document, provide the following in relation to that person: (a) name; (b) business address; (c) qualifications; (d) material interest if any in the issuer. If the statement or report has been produced at the issuer's request, state that such statement or report has been included in the registration document with the consent of the person who has authorised the contents of that part of the registration document for the purpose of the prospectus.

This Prospectus does not contain any statement or report by an expert.

1.4 Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. In addition, identify the source(s) of the information.

In this Part IV (*The Issuer*) of this Prospectus, certain statistical and other data have been extracted from reports and other documents from third party sources. Where applicable, these third party sources are identified as such by reference to the applicable source.

The Issuer confirms that such third party information has been accurately reproduced and as far as it is aware and is able to ascertain from the sources of such information, no facts

have been omitted which would render the reproduced information inaccurate or misleading.

1.5 Approval of Prospectus by Austrian Financial Market Authority (*Finanzmarktaufsichtsbehörde*)

This Prospectus has been approved by the FMA, as competent authority under the EU Prospectus Regulation and pursuant to the Capital Markets Act.

The accuracy of the information contained in this Prospectus does not fall within the scope of examination by the FMA. The FMA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by EU Prospectus Regulation.

Such approval should not be considered as an endorsement of the Issuer and/or of STEELCOINS that are subject of this Prospectus.

Interested investors should make their own assessment as to the suitability of investing in the STEELCOINS.

2. Statutory Auditors

2.1 Names and addresses of the issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body)

The Issuer appointed BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft with its registered seat in Vienna, Austria, and its registered office at Am Belvedere 4, 1100 Vienna, Austria, registered in the Commercial Register of the Commercial Court Vienna under registration number FN 96046 w, as the auditor of the Issuer's (i) opening balance sheet (*Eröffnungsbilanz*) as of 31 March 2022 (Opening Balance Sheet) and (ii) the unconsolidated interim financial statements (Financial Statements) as of, and for the period starting on 1 April 2022 and ending on, 15 August 2022 comprising the unconsolidated balance sheet, the unconsolidated income statement and the notes to the unconsolidated interim financial statements. Both the Opening Balance Sheet and the Financial Statements have been prepared by the Issuer in accordance with Austrian GAAP. BDO has issued an unqualified audit opinion dated 26 August 2022 on the Opening Balance Sheet and an unqualified audit opinion dated 26 August 2022 on the Financial Statements.

BDO is a member of both the Institute of Public Auditors in Austria (*Institut der Wirtschaftsprüfer*) and the Austrian Chamber of Tax Advisors and Auditors (*Kammer der Steuerberater und Wirtschaftsprüfer*).

2.2 If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, indicate details if material.

Not applicable.

3. Risk Factors

For a description of the material risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the Terms and Conditions, see Part II (*Risk Factors*).

4. Information about the issuer

4.1 History and development of the issuer

4.1.1 The legal and commercial name of the issuer

The Issuer's legal name is FS Steel-Products GmbH and it also operates under the commercial name STEELCOIN.

4.1.2 The place of registration of the issuer and its registration number and legal entity identifier (LEI)

The Issuer is registered in the Commercial Register (*Firmenbuch*) of the Commercial Court Vienna (*Handelsgericht Wien*). The registration number of the Issuer is FN 579306 x. The Issuer's Legal Entity Identifier (LEI) is 5299000X94239BUDFN51.

4.1.3 The date of incorporation and the length of life of the issuer, except where the period is indefinite

The Issuer was established on 31 March 2022 and registered with the Commercial Register on 22 April 2022. The Issuer is established for an indefinite period.

4.1.4 The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus

The Issuer is a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of the Republic of Austria and has its registered seat in Vienna, Austria. The Issuer's country of incorporation is Austria. The registered office of the Issuer is at Praterstraße 15/3/17, 1020 Vienna, Austria. The telephone number of its registered office is +43 50 5030, and the website of the Issuer is <https://www.steelcoin.com>". The information on the Issuer's website "<https://www.steelcoin.com>" does not form part of this Prospectus, except where information on the Issuer's website "<https://www.steelcoin.com>" is explicitly incorporated by reference into this Prospectus.

4.1.5 Details of any recent events particular to the issuer and which are to a material extent relevant to an evaluation of the issuer's solvency

On 2 August 2022 the Issuer's sole shareholder FRANKSTAHL has granted the Issuer a one-time non-repayable shareholder contribution in the amount of EUR 1,700,000. Thus, under consideration of the Issuer's fully paid-up share capital in the amount of

EUR 100,000 and expenses incurred by the Issuer, the Issuer's equity capital amounts to approximately EUR 1.79 million as of the date of this Prospectus.

4.1.6 Credit rating assigned to an issuer at the request or with the cooperation of the issuer in the rating process. A brief explanation of the meaning of the rating if this has previously been published by the rating provider

Not applicable. Neither the Issuer nor the STEELCOINS have a credit rating.

4.1.7 Information on the material changes in the issuer's borrowing and funding structure since the last financial year

The Issuer is 100% equity financed. There have not been any material changes in the Issuer's borrowing and funding structure since the Issuer's incorporation.

4.1.8 Description of the expected financing of the issuer's activities

The Issuer expects to be 100% funded in the future from profits resulting from its business activities.

5. Business Overview

5.1 Principal Activities

The Issuer's business objectives (*Unternehmensgegenstand*) as stated in section Thirdly (*Drittens*) of its Articles of Association (*Errichtungserklärung*) include (translated from the original German wording):

- the trade in metal goods and building materials;
- all transactions and measures which are necessary and useful to the achievement of the object of the company and to the development and economic efficiency of the company.

In the future the Issuer may change its business activities and might – in its sole discretion and the discretion of its (sole) shareholder – pursue additional or other activities and/or give up the current and/or planned business activities.

5.1.1 The main categories of products sold and/or services performed

Steel trading and the issuance as well as fulfilment of the Issuer's obligations connected to the STEELCOINS is the primary business purpose of the Issuer. The Issuer's strategic objective is to establish a new facet of classic steel trading with the issuance of STEELCOINS, which is of interest both for speculation and for achieving hedging effects by steel consumers.

As a steel trader, the Issuer's operational activities may include the trade in steel products with third parties (other wholesalers, traders, steel mills, large steel consumers) and has a corresponding trade licence (Trade Information System Austria [*Gewerbeinformationssystem Austria* – GISA] number 34882627). Through this steel trading, the Issuer will, on the one hand, fulfil the physical settlement obligations of providing steel to Investors and, on the other hand, the Issuer intends to build up and expand its own stock and

generate own profit. The Issuer could (without obligation) also hedge against price increases and risks in the future and enter into corresponding transactions. The Issuer can build or acquire its own warehouses in the future and may also acquire and dispose of companies or interests in companies. As an operative entity, the Issuer is not committed to a specific strategy. The Issuer is in particular under no obligation to keep an own stock of steel (or other) products or to apply a specific investment or hedging strategy but is free to use the proceeds of the issue at its own discretion for its own account. Furthermore, the Issuer can also strive – without being obliged to do so – for a physical stockpiling of goods by building up a basic stockpile (which can also be stored with third parties) and subsequently expand it. The stock range is not limited to the steel products needed for the physical settlement of the STEELCOIN but can be wider, as the Issuer operates the steel trading business with the aim to generate own profits.

Steel trading in general is undergoing a transformation into a new digital age. Digital purchasing/sales platforms are constantly being developed. With the possibility of physically settling STEELCOINS for specified steel products directly through Website, additional trade turnover should be generated, and a new customer segment is targeted.

The strategic goals also include an expansion of the public offer of STEELCOINS in other countries within and outside of the European Union. The Issuer also aims to target markets outside the European Union.

5.1.2 An indication of any significant new products or activities

With the introduction of an innovative product, the FRANKSTAHL Group expects both customers and suppliers to become more aware of it and to promote its image as a modern company.

The STEELCOIN is understood as a unique new product segment in the form of a transferable security issued as an ERC-20 token on the Ethereum blockchain. STEELCOINS are intended, on the one hand, to create a new planning capability for steel consumers (for example, steel required in the future can be acquired by means of making use of the Steel Goods Option) and, on the other hand, to be a speculative financial instrument.

All activities of the Issuer will be carried out in order to generate profits, whereby the future fulfilment of the STEELCOIN rights will have a significant influence on the business activities of the Issuer and will be guided by the prevailing conditions on the steel market. As a first step, the Issuer concluded a steel Procurement Agreement at a fixed price for 18,000 metric tons of steel, which will allow it to satisfy steel entitlement of STEELCOIN holders within the next ten years. This Procurement Agreement was concluded with FRANKSTAHL, the Issuer's sole shareholder. After ten years, the Issuer aims to conclude a new long-term steel procurement agreement at a fixed price. However, depending on the development of steel prices as well as supply and demand, it is also possible that the Issuer will purchase stock itself or acquire stakes in steel traders. Should it not be possible to conclude a new long-term steel procurement agreement after ten years, the Issuer could purchase the entire quantity of steel from the steel Procurement Agreement it has concluded with FRANKSTAHL.

In addition to the conclusion of further steel procurement agreements and other forms of acquisition of steel or steel stock, the Issuer may also enter into participations in companies (in particular steel traders, steel service centres and steel producers). The Issuer's business activities are not limited to the European market but may include trading and business

partners worldwide. Market developments and market prices will have a significant influence on how the Issuer conducts its business, for which it can draw on many years of expertise of the FRANKSTAHL Group. Furthermore, the development of the STEELCOIN and the number of STEELCOINS issued as well as the behaviour of the Investors when STEELCOINS are returned will also influence the Issuer's business decisions.

5.1.3 The principal markets in which the Issuer competes

5.1.3.1 General information on the steel market in Austria

In Austria, about 4.54 million metric tons¹ of steel are consumed annually, which corresponds to about 500 kg per person per year².

These steel quantities are partly produced in Austria, but a good part is also imported.

Steel is essentially supplied via four channels:

- **Direct delivery from steel mills to large consumers:** e.g., vehicle industry. This area is responsible for the largest order volumes.
- **Deliveries via Steel Service Centres:** this refers to companies that manufacture semi-finished steel products according to customer requirements – e.g., sheet metal in specific formats. Here, too, larger volumes are moved.
- **Stockholding steel trade:** stocks a wide variety of steel products and supplies industry and commerce with them at short notice. About one million metric tons of steel are delivered through this channel per year in Austria. Compared to the above-mentioned sectors, the average order volume is significantly lower.
- **Non-stockholding trade:** small enterprises without a warehouse and corresponding infrastructure deliver goods from a producer to an end consumer in Austria via direct business. For logistical reasons, non-stockholding trade is usually carried out with a minimum purchase quantity of one truck load, as non-stockholding trade does not have any infrastructure such as warehouses for handling goods.

The Issuer's management believes that FRANKSTAHL, the Issuer's sole shareholder, operates as a stockholding steel trader with a market share of approx. 20% in Austria. FRANKSTAHL pursues a full-range strategy with the aim of providing customers with the widest possible assortment of steel products. The Issuer will focus on trading steel products to fulfil the Steel Goods Option by making available twelve (12) steel products specified in the Terms and Conditions and has no specific aim to be only active in one of the above-described channels but might operate through some or all these channels. The Issuer is

¹ <https://de.statista.com/statistik/daten/studie/934343/umfrage/stahlverbrauch-in-oesterreich/> (last visited on 19 September 2022)

² Austrian population per 1 January 2019: 8.86 million (source: <https://www.statistik.at/statistiken/bevoelkerung-und-soziales/bevoelkerung/bevoelkerungsstand/bevoelkerung-zu-jahres-/-quartalsanfang>; last visited on 19 September 2022); per capita consumption: 4.54 million metric tons / 8.86 million inhabitants = 512.42 kg per inhabitant and year.

not limited in trading in steel products that are Steel Goods required for the settlement of the Steel Good option but can as well trade in other steel products.

The Issuer's management believes that FRANKSTAHL stands out in the stockholding steel trade owed to three unique selling points:

- i. Broad product range
- ii. High share of online business in total volume
- iii. Quick delivery (delivery within 24 hours from receipt of order)

The Issuer's management considers FRANKSTAHL as a reliable contractual partner to the Issuer.

5.1.3.2 FRANKSTAHL's supplier structure as benefit to the Issuer

The Issuer's management believes that FRANKSTAHL's large network of suppliers will be beneficial to the Issuer in obtaining the steel products required for the physical settlement of STEELCOINS. Although the Issuer is newly established, it can benefit from the steel trading know-how of the FRANKSTAHL Group. For example, the Issuer has concluded the Procurement Agreement for steel with FRANKSTAHL, which will give it access to a predefined quantity of steel at a fixed price for the next 10 years. In addition to steel trading with FRANKSTAHL, the Issuer will also engage in steel trading itself and benefit from the established trading relationships of its parent company.

5.1.3.3 Customer structure of FRANKSTAHL and potential customers of the Issuer

According to the knowledge of the Issuer's management, FRANKSTAHL supplies steel to more than 5,000 customers in Austria every year. These customers encompass a representative customer segment of the trade and industry relevant to steel trading in Austria and range from small and medium-sized locksmiths to all industrial companies with steel requirements. This very broad positioning means that there is no dependence on individual customers.

With the STEELCOINS, the Issuer wants to address a wide-ranging audience in Austria and other countries in the EEA: The STEELCOINS are also intended to open up a new customer sector through the Cash Option, addressing investors who do not process or consume steel products themselves but who would like to participate speculatively indirectly into the development of the steel purchase prices of FRANKSTAHL and/or the Issuer and/or other local or international steel traders, whereby it must be taken into account that the entitlement from the STEELCOIN decreases in weight over time (i.e., both in the case of cash settlement and in the case of physical settlement by means of steel) by 3% per year (calculated daily). In the near future, the Issuer will also aim for a public offering in other countries of the European Union and worldwide, provided that the regulatory requirements and the local rules of the individual markets allow this. The Issuer is thus pushing for an expansion of its customer structure that covers both steel consumers and non-steel consumers and is not limited to the Austrian market in the long term. In compliance with the respective applicable legal and regulatory requirements, the Issuer further aims to be active internationally, as far as possible.

With the newly founded subsidiary, the Company, a new and unique form of a digitalised steel market is to be established by means of STEELCOINS, thus considering the top priority of the FRANKSTAHL Group, digitalisation. According to information from the Issuer, there is currently no provider offering STEELCOINS or orienting its business activities in this direction.

5.2 The basis for any statements made by the Issuer regarding its competitive position

5.2.1 Key factors and assumptions

The Issuer's business model and the achievement of the Issuer's strategic objectives depends on the following key factors and assumptions (non-exhaustive) that are decisive for its competitive position – should these key factors assumptions not be met, the Issuer may not be in a position to meet its obligations towards the Investors (see item 5.2.2 [*Changes to the key factors and assumptions*]):

- i. The Procurement Agreement concluded between the Issuer and FRANKSTAHL currently has a term of ten (10) years. The Issuer assumes that it will either be able to extend this contract after ten (10) years or to find other contractual partners (also worldwide) who will conclude a long-term steel procurement agreement for required steel products (those steel products to be provided by the Issuer under the Steel Goods Option). Alternatively, after ten (10) years, the Issuer can call up all the steel from the Procurement Agreement with FRANKSTAHL or request to settle the contract in cash.
- ii. FRANKSTAHL and/or the Issuer and/or other local or international steel traders will provide the Issuer with the required data for the purpose of calculating the Finished Steel Value as long as the STEELCOINS have not been fully redeemed.
- iii. Sufficient revenues are generated with the STEELCOINS and the steel trading to ensure ongoing business operations and to meet the entitlements from the STEELCOINS when options are exercised, whereby the initial investment costs are financed with equity capital.
- iv. Market participants acquire the STEELCOINS, whereby no minimum issue volume is required.
- v. The Issuer can (but is not obliged to) hedge itself sufficiently so that it can fulfil the entitlements under the STEELCOINS. To this end, the Issuer plans to hedge itself with stockpiled steel or delivery claims on steel to the extent that it can fulfil the entitlements under the STEELCOINS. This presupposes that the Issuer can conclude corresponding contracts on the market at prices that are lower than the prices collected as the issue price for a STEELCOIN.
- vi. When STEELCOINS are issued, it is not foreseeable whether Investors will exercise the Cash Option or request physical settlement through the Steel Goods Option. The management of the Issuer believes that this unpredictability can be mitigated in a market-related manner through various hedging measures and a balanced use of the proceeds from the STEELCOINS in the course of its business activities. The management of the Issuer believes that the Issuer can additionally make a profit (in which the Investors do not participate).

- vii. Actual business conduct will depend on the volume of issue, the amount of proceeds received, whereby higher issue proceeds will enable faster growth than low issue proceeds.
- viii. Through the sale of steel the Issuer can generate the liquidity required for the Issuer in order to be able to fulfil its obligations vis-à-vis the Investors exercising the Cash Option.

5.2.2 Changes to the key factors and assumptions

Should the key factors and assumptions outlined under item 5.2.1 (*Key factors and assumptions*) not materialize, this would have a negative impact on the STEELCOINS with the consequence that risks as described under Part II (*Risk Factors*) can materialize and the Issuer may not be able to obtain sufficient steel products or generate sufficient liquidity for meeting its obligation towards the Investors.

If the assumption according to item 5.2.1.i does not materialize, the Issuer might be unable to acquire the steel products to be provided under the Steel Goods Option at all or at commercially reasonable terms and might thus not be able to fulfil its obligations. In addition, one or more of the following risks as described under Part II (*Risk Factors*) could materialize in such an event:

- *The Issuer may not be able to acquire the steel products required for fulfilling its obligations under the STEELCOINS and/or its physical hedging at all (risk of availability) and/or at commercially reasonable terms (risk of price volatility)*
- *The Issuer may not be able to deliver the steel goods under the Steel Goods Option due to the unavailability of steel goods or the failure of the Issuer to provide steel goods on time or at all*
- *The Issuer is heavily dependent on FRANKSTAHL*

If the assumption according to item 5.2.1.ii does not materialize and the Finished Steel Value can no longer be calculated, there will be no Sell Price available. Consequently, Investors will not be able to exercise the Cash Option as long as the Sell Price cannot be calculated. Moreover, the Issuer could exercise the extraordinary termination right, as provided for under the Terms and Conditions. One or more of the following risks as described under Part II (*Risk Factors*) could materialize in such an event:

- *The Issuer might not be able to calculate the Finished Steel Value and, thus, the Sell Price*
- *The Issuer may prematurely terminate the STEELCOINS*

If the assumption according to item 5.2.1.iii materializes and the Issuer does not generate sufficient revenues, the fulfilment of the Investors' rights under the STEELCOIN could be at risk. The following risks as described under Part II (*Risk Factors*) could materialize in such an event.

- *The ability of Issuer to pay the cash settlement under the Cash Option is not secured*

- *The STEELCOINS do not grant any shareholder rights. Holders of STEELCOINS cannot influence the management of the Issuer on a personal or substantive basis*
- *The Issuer could become insolvent / No seniority or collateralization of the STEELCOINS*

If the Issuer cannot hedge its risks (see item 5.2.1.v) and such a hedge should be required for operational reasons, the Issuer will have to manage its price risks arising in the course of the steel goods trade otherwise. Should this not be possible for whatsoever reason, this could influence the Issuer's business activity negatively and could indirectly also influence the Investors, with the consequence that one or more of the following risks as described under Part II (*Risk Factors*) could materialize:

- *The Issuer may not be able to acquire the steel products required for fulfilling its obligations under the STEELCOINS and/or its physical hedging at all (risk of availability) and/or at commercially reasonable terms (risk of price volatility)*
- *The Issuer may not be able to deliver the steel goods under the Steel Goods Option due to the unavailability of steel goods or the failure of the Issuer to provide steel goods on time or at all*
- *The ability of Issuer to pay the cash settlement under the Cash Option is not secured*
- *The Issuer could become insolvent / No seniority or collateralization of the STEELCOINS*

If market participants do not acquire STEELCOINS, as proposed under item 5.2.1.iv this should not influence other Investors but will likely slow down the Issuer's growth and revenues so that less profit will be generated. Material adverse effects on the Issuer's net assets, financial position and/or results of operations could affect its ability to redeem STEELCOINS against cash or Steel goods. Consequently, Investors could lose their investment in part or in full. Further, the Issuer might ordinarily terminate the STEELCOINS, with the consequence that the risk as described under Part II (*Risk Factors*) "*The Issuer may prematurely terminate the STEELCOINS*" materializes.

If the Issuer holds steel and requires liquidity but cannot sell steel, the Issuer could be unable to meet its obligations arising out of Investors exercising the Cash Option in time or at all. Thus, there would be a risk of payment interruption as described under the risk factor "*The ability of Issuer to pay the cash settlement under the Cash Option is not secured*" and if the ability to fulfil payment obligations is not temporary nature, the Issuer could also become insolvent, as described under Part II (*Risk Factors*) "*The Issuer could become insolvent / No seniority or collateralization of the STEELCOINS*".

5.2.3 Expected transformation of steel production (Green Steel) and impact on steel price and availability

Reducing the CO₂ intensity of the energy intensive industries in general and the global steel sector in particular is crucial for meeting the objectives of the Paris agreement and the EU's own climate targets. The EU steel industry currently accounts for 221 Mt GHG

emissions annually (including both direct and indirect emissions). This is 5.7% of total EU emissions.³

The European steel industry is on an ambitious path to cut carbon emissions by 55 % by 2030 compared to 1990 levels (equivalent to over -30% compared to 2018 levels), and to achieve climate neutrality by 2050.⁴

The European steel mills have therefore committed themselves to making steel production CO₂-neutral (at least on the balance sheet) in a step-by-step plan by 2050.⁵ To achieve this goal, steel production must be converted to electricity and hydrogen instead of coke and gas.⁶

This transformation is expected to have a double effect on steel prices:⁷

On the one hand, this transformation requires steel plants to be converted or newly built in order to be able to manufacture according to the more climate-friendly technologies. This requires significant investments in locations, logistics, etc. Secondly, the electricity to be used must come from renewable sources; in order to achieve the climate targets, it must be electricity from renewable sources. This is already a scarce commodity today, the creation of solar, wind, geothermal, hydro and other energy resources will take a lot of time and cost.

6. Organisational Structure

6.1 If the Issuer is part of a group, a brief description of the group and the issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.

The Issuer is part of "**FRANKSTAHL Group**", whose sole ultimate beneficial owner is Marcel Javor, born 17 October 1974. FRANKSTAHL Group comprises the following entities in Austria and abroad:

- Javor Unternehmensbeteiligungsges.m.b.H., Vienna, Austria;
- FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., Vienna, Austria;
- FS Materials GmbH, Vienna, Austria;
- Frankstahl König Digital GmbH, Guntramsdorf, Austria;

³ Commission Staff Working Document, Towards competitive and clean European steel, SWD(2021) 353 final, page 6 (retrievable under: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021SC0353&from=EN>; last visited on 19 September 2022).

⁴ <https://www.eurofer.eu/issues/climate-and-energy/maps-of-key-low-carbon-steel-projects/> (last visited on 19 September 2022).

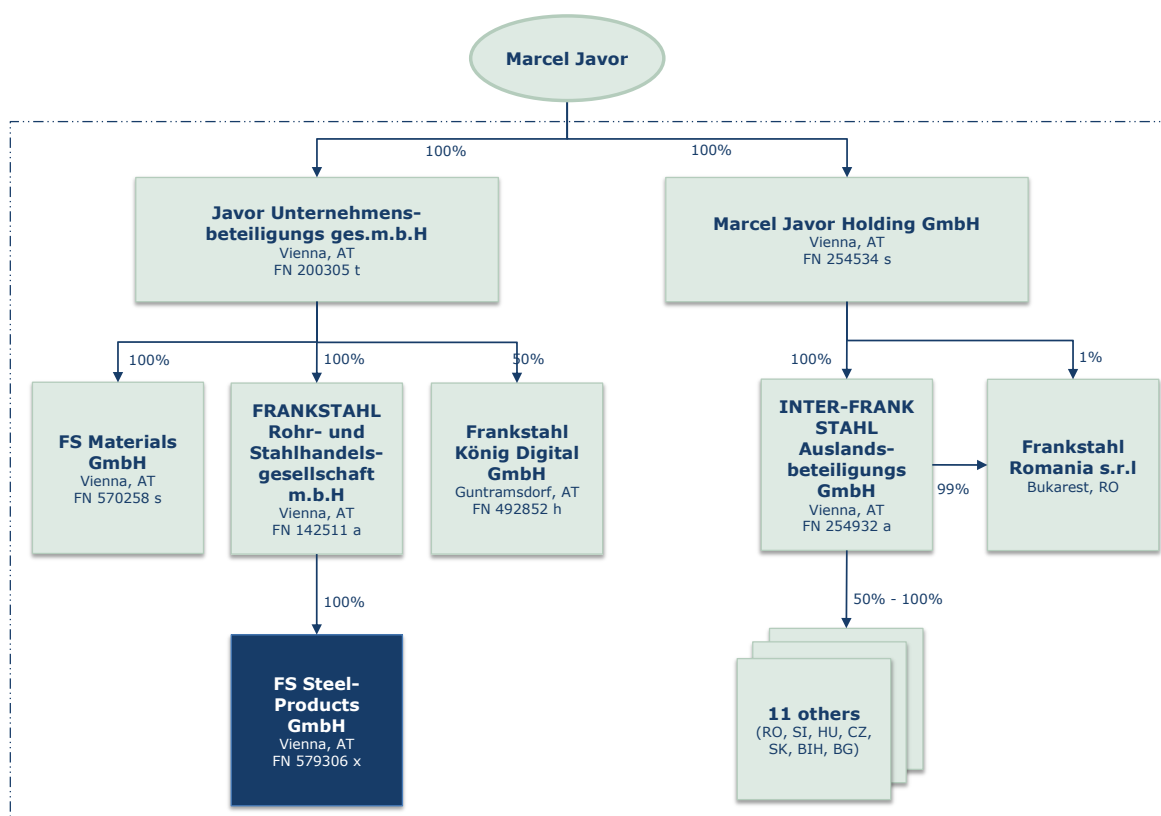
⁵ Further details in: Commission Staff Working Document, Towards competitive and clean European steel, SWD(2021) 353 final (retrievable under: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021SC0353&from=EN>; last visited on 19 September 2022).

⁶ Further Details in: Commission Staff Working Document, Towards competitive and clean European steel, SWD (2021) 353 final (retrievable under: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021SC0353&from=EN>; last visited on 19 September 2022).

⁷ In detail: Commission Staff Working Document, Towards competitive and clean European steel, SWD(2021) 353 final (retrievable under: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52021SC0353&from=EN>; last visited on 19 September 2022).

- FS Steel-Products GmbH, Vienna, Austria;
- Marcel Javor Holding GmbH, Vienna, Austria;
- INTER-FRANKSTAHL Auslandsbeteiligungs GmbH, Vienna, Austria;
- Frankstahl Romania s.r.l, Bukarest, Romania;
- König Frankstahl S.R.L., Sibiu, Romania;
- Bogner Edelstahl srl, Sibiu, Romania;
- Frankstahl d.o.o., Kranj, Slovenia;
- Frankstahl Zagreb d.o.o., Zagreb, Croatia;
- Frankstahl Bulgaria EOOD, Plovdiv, Bulgaria;
- Frankstahl d.o.o., Vitez, Bosnia and Herzegovina;
- Frankstahl spol.s.r.o., Modletice, Czech Republic;
- KÖNIG FRANKSTAHL s.r.o., Modletice, Czech Republic;
- Bogner Edelstahl Czech Republik s.r.o., Zebrač, Czech Republic;
- KÖNIG FRANKSTAHL Kft., Dunaharaszti, Hungary;
- KÖNIG FRANKSTAHL s.r.o., Senec, Slovakia.

The following diagram of the organizational structure of the FRANKSTAHL Group shows the position of the Issuer within FRANKSTAHL Group:



6.2 If the Issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.

The Issuer is dependent on its sole shareholder FRANKSTAHL as follows:

- a) The Issuer itself does not have the personnel and infrastructure to handle the usual business functions (e.g., purchasing, accounting/bookkeeping, IT, customer support, etc.). Like other companies of the FRANKSTAHL Group, the Issuer relies on the infrastructure and personnel of FRANKSTAHL for this purpose and pays FRANKSTAHL an appropriate fee for this. Since the Issuer would not be able to set up the infrastructure or personnel required for the provision of the business functions required for its operations at short notice, the Issuer is dependent on FRANKSTAHL making its infrastructure and personnel available on a permanent basis.
- b) The calculation of the Finished Steel Value (as defined in Section 1 [Definitions] of the Terms and Conditions) is based on various parameters from the purchases made by FRANKSTAHL (see in detail ANNEX ./1 to the Terms and Conditions) and/or the Issuer and/or other steel traders. As of the date of this Prospectus, the sole contributor to the Finished Steel Value will be FRANKSTAHL. In order to be able to calculate the Finished Steel Value, the Issuer is therefore dependent on FRANKSTAHL continuously providing it with the data required for this purpose. If FRANKSTAHL fails to do so (or no longer does so in a timely manner) and /or the Issuer and/or other steel trades do not contribute data for the calculation of the Finished Steel Value, the Issuer will not be able to calculate the Finished Steel Value (or no longer does so in a timely manner). This would prevent the (timely) settlement of the Cash Option (pursuant to Section 7 [*Cash Settlement: Cash Option*] of the Terms and Conditions).

7. Trend Information

7.1 A description of (a) any material adverse change in the prospects of the issuer since the date of its last published audited financial statements; (b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published to the date of the registration document. If neither of the above are applicable then the issuer shall include an appropriate statement to the effect that no such changes exist.

The Issuer was established on 31 March 2022 and registered with the Commercial Register (*Firmenbuch*) of the Commercial Court Vienna (*Handelsgericht Wien*) on 22 April 2022.

There have neither been any material changes in the prospects of the Issuer nor any significant change in the financial performance since the dates mentioned above.

7.2 Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year

In the view of the Issuer, the current economic situation is generally very uncertain. This has certainly been demonstrated by Russia's invasion of Ukraine, which has also had a significant impact on the economic sectors that are particularly important for the issuers and their business activities (i.e., steel production/steel trading) (e.g., due to a sharp increase in the purchase prices of the production factor energy, which is essential for steel production). The resulting volatility of the steel price will continue to pose major challenges and risks for the Issuer for at least the current financial year (and maybe even beyond).

From the point of view of the Issuer, comparable effects are also conceivable in the event of any escalation of other geopolitical conflicts that are currently still simmering (e.g., China – Taiwan).

Furthermore, it is conceivable for the Issuer that the current shortage of construction materials or an associated decline in construction activities could have a significant impact on the Issuer's business activities.

A global recession or at least a recession limited to the European region, which is currently of particular importance to the Issuer, is also conceivable for the Issuer. This may also have a significant impact on the Issuer's business activities.

8. Profit Forecasts or Estimates

The Issuer has neither included a profit forecast or profit estimate in this Prospectus nor published otherwise.

9. Administrative, Management, and Supervisory Bodies

The corporate bodies of an Austrian limited liability company (*Gesellschaft mit beschränkter Haftung*) such as the Issuer provided by Austrian law comprise the management board (*Geschäftsführung*), the shareholders' meeting (*Generalversammlung*) and, in certain cases, the supervisory board (*Aufsichtsrat*) and the statutory auditor (*Abchlussprüfer*).

The management board comprises one or more managing directors (*Geschäftsführer*) and is responsible for the executive management and the day-to-day business of the Issuer as well as its representation towards third parties. The managing directors are appointed by the shareholders (either in a shareholders' meeting or by way of a written circular resolution). The appointment of managing directors can be revoked by the shareholders at any time without cause. The managing directors are in general bound by instructions of the shareholders.

The supervisory board, if mandatory or established voluntarily, is responsible for supervising the management of the company by the managing directors. For an Austrian limited liability company, the establishment of a supervisory board is mandatory only if certain criteria are fulfilled (e.g., large number of shareholders; large number of [Austrian] employees, etc). In principle, the shareholders appoint the members of the supervisory board. Currently, the Issuer has no supervisory board and there is no legal obligation under Austrian law to establish a supervisory board.

The shareholders' meeting consists of the shareholders of the limited liability company. It may resolve on all matters relating to the company such as structural matters (including changes to the articles of association, capital measures and restructuring issues) and the (revocation and) appointment of the managing directors and the members of the supervisory board. In general, the shareholders' meeting does not deal with or resolves on management matters. However, as a basic principle of the corporate governance of any Austrian limited liability company, the shareholders' meeting may at any time issue binding instructions to the management in any matters, including matters of the company's day-to-day business, and may also overrule the supervisory board. Therefore, the shareholders'

meeting is considered to be the supreme corporate body of an Austrian limited liability company.

9.1 Names, business addresses and functions within the issuer of the following persons and an indication of the principal activities performed by them outside that issuer where these are significant with respect to that issuer: (a) members of administrative, management or supervisory bodies; (b) partners with unlimited liability, in case of a limited partnership with a share capital

9.1.1 Management of the Issuer

Pursuant to the Issuer's Articles of Association, the Issuer has one or more managing directors. Currently, the management board consists of the following managing directors:

Name	Date of Birth	Age	Appointed on	Current Term
Marcel Javor	17 October 1974	47	31 March 2022	unlimited
Ronald Nagy	7 December 1973	48	31 March 2022	unlimited

(Source: Unaudited internal information of the Issuer)

Marcel Javor was born in Vienna, Austria, in 1974. Before joining the FRANKSTAHL Group in June 1998, he successfully completed his studies of business administration at the Vienna University of Economics and Business Administration, Vienna Austria. Within the FRANKSTAHL Group, he initially held a wide variety of positions in the individual companies of the FRANKSTAHL Group (including as an authorized signatory) until he eventually took over the management of the FRANKSTAHL Group in 2004.

Principal activities performed by Marcel Javor outside the Issuer which are significant to the Issuer are the following:

- Javor Unternehmensbeteiligungs-ges.m.b.H., managing director;
- Marcel Javor Holding GmbH, managing director;
- FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., managing director; and
- INTER-FRANKSTAHL Auslandsbeteiligungs GmbH, managing director.

Ronald Nagy was born in Vienna, Austria, in 1973. In 1998, he successfully completed his studies in business administration at the Vienna University of Economics and Business Administration. From then until 2002, he worked at the Vienna University of Economics and Business Administration as a university assistant at the Institute for Corporate Management and earned the academic degree of "doctor". From 2002 to 2005 Ronald Nagy worked as a management consultant for Contrast Ernst & Young Management Consulting GmbH. In 2005 he joined the FRANKSTAHL Group. Since 2011, he has been the head of finance and controlling.

Principal activities performed by Ronald Nagy outside the Issuer which are significant to the Issuer are the following:

- Javor Unternehmensbeteiligungs-ges.m.b.H., managing director;
- Marcel Javor Holding GmbH, managing director;
- INTER-FRANKSTAHL Auslandsbeteiligungs GmbH, managing director; and
- Frankstahl König Digital GmbH.

The members of the management board may be contacted at the Issuer's registered office at Praterstraße 15/3/17, 1020 Vienna, Austria.

9.1.2 (No) Supervisory Board of the Issuer

Not applicable, as the Issuer is not obliged by law to have a mandatory supervisory board and also the Issuer's shareholder has not established a supervisory board voluntarily.

9.1.3 Partners with unlimited liability, in case of a limited partnership with a share capital

Not applicable, as the Issuer's legal form is not that of a limited partnership (*Kommanditgesellschaft*), but that of an Austrian limited liability company (*Gesellschaft mit beschränkter Haftung*).

9.2 Administrative, Management, and Supervisory bodies conflicts of interests:

Potential conflicts of interests between any duties to the Issuer, of the persons referred to in item 9.1, and their private interests and/or other duties must be clearly stated. In the event that there are no such conflicts, a statement to that effect must be made.

Marcel Javor is the sole ultimate beneficial owner of the Issuer and the entire FRANKSTAHL Group. Additionally, as outlined in item 9.1.1 above, Marcel Javor is also managing director of various other companies of FRANKSTAHL Group. Both as the sole ultimate beneficial owner of the Issuer and the FRANKSTAHL Group and as the managing director of the Issuer and the other companies of the FRANKSTAHL Group, his interest naturally lies in the long-term and profitable existence of the Issuer and the entire FRANKSTAHL Group. In this respect, the interests of Marcel Javor as managing director of the Issuer, as managing director of the other companies of the FRANKSTAHL Group and as sole beneficial owner of the Issuer and the entire FRANKSTAHL Group are in principle concurrent. However, it cannot be excluded that these interests and corresponding duties may conflict in individual cases.

Ronald Nagy is managing director of the Issuer, procura holder (*Prokurist*) and head of finance at FRANKSTAHL as well as managing director of various other companies of the FRANKSTAHL Group. Consequently, his interest naturally lies in the long-term and profitable existence of the Issuer and the entire FRANKSTAHL Group. In this respect, the interests of Ronald Nagy as managing director of the Issuer and as managing director of other companies of the FRANKSTAHL Group are in principle concurrent. However, it cannot be excluded that these interests and corresponding duties may conflict in individual cases.

Except as described above, there are, to the best knowledge of the Issuer, no potential conflicts of interest of any managing director.

10. Major shareholders

10.1 To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.

Sole shareholder of the Issuer is FRANKSTAHL.

Sole shareholder of FRANKSTAHL is Javor Unternehmensbeteiligungsges.m.b.H., a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and validly existing under the laws of the Republic of Austria, with its registered seat in Vienna, Austria, and its registered office at Esteplatz 6, 1030 Vienna, Austria, registered in the Commercial Register (*Firmenbuch*) of the Commercial Court of Vienna (*Handelsgericht Wien*) under registration number FN 200305 t.

Sole shareholder of Javor Unternehmensbeteiligungsges.m.b.H. and, thus, ultimate beneficial owner of the Issuer is Marcel Javor, born 17 October 1974.

Marcel Javor is also one of the Issuer's current managing directors (*Geschäftsführer*) (see item 9.1.1 of this Part IV [*The Issuer*]).

In addition to the measures provided for by law, there are no specific measures in place to ensure that such control by Marcel Javor over the Issuer is not abused.

10.2 A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer

No such arrangements are known to the Issuer.

11. Financial information concerning the issuer's assets and liabilities, financial position and profits and losses

11.1 Historical Financial Information

11.1.1 Audited historical financial information covering the latest two financial years (or such shorter period as the issuer has been in operation) and the audit report in respect of each year.

The Issuer was established on 31 March 2022 and registered with the Austrian Commercial Register on 22 April 2022. The Issuer has been in operation for less than a year and, thus, has not yet compiled financial information for a full financial year.

This Prospectus includes the audited Opening Balance Sheet as of 31 March 2022 and the audited Financial Statements as of, and for the period from 1 April 2022 to, 15 August 2022.

The tables below contain the Issuer's balance sheet as of 31 March 2022 as contained in the Opening Balance Sheet and the Issuer's balance sheet as of 15 August 2022 as contained in the Financial Statements as well as the Issuer's income statement for the interim period beginning on 1 April 2022 and ending on 15 August 2022 as contained in the Financial Statements.

Income Statement (audited)	1 April 2022 to 15 August 2022 (in €)	Balance sheet (audited)	15 August 2022 (in €)	31 March 2022 (in €)
Total Revenues⁽¹⁾	0	Assets		
Other operating cost	- 11,617.16	Current Assets	1,790,182.84	100,000.00
Operating result	- 11,617.16	Receivables and other assets	1,359.50	0
Result before taxes	- 11,617.16	Other receivables and assets	1,359.50	0
Result after taxes	- 11,617.16	Balances with credit institutions	1,788,823.34	100,000.00
Net loss for the year	- 11,617.16	Balance Sheet Total	1,790,182.84	100,000.00
Accumulated Losses	- 11,617.16	Equity and liabilities		
		Equity	1,788,382.84	100,000.00
		Share capital	100,000.00	100,000.00
		Capital reserves	1,700,000.00	0
		Unbound	1,700,000.00	0
		Accumulated Losses	- 11,617.16	0
		Thereof loss carried forward	0	0
		Provisions	1,800.00	0
		Other provisions	1,800.00	0
		Balance Sheet Total	1,790,182.84	100,000.00

⁽¹⁾ This line item is not included in the audited Financial Statements. The inclusion of this (unaudited) information merely shall emphasize that the Issuer has not yet generated any revenues since its incorporation.

Sources: Opening Balance Sheet, Financial Statements.

11.1.2 Change of accounting reference date

The Issuer's accounting reference date has not been changed during the period for which historical financial information is required.

11.1.3 Accounting Standards

The annual financial statements of the Issuer are prepared in accordance with the Austrian GAAP and the Austrian Commercial Code (*Unternehmensgesetzbuch*).

The Issuer may in the future and will, if so required by law or regulation, decide to further on prepare (consolidated) financial statements in accordance with IFRS.

11.1.4 Change of accounting framework

The Issuer's accounting framework has not been changed during the period for which historical financial information is required.

11.1.5 Where the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following: (a) the balance sheet; (b) the income statement; (c) the cash flow statement; (d) the accounting policies and explanatory notes.

For the Issuer's balance sheet as of 31 March 2022 as contained in the Opening Balance Sheet and the Issuer's balance sheet as of 15 August 2022 as contained in the Financial Statements as well as the income statement for the interim period beginning on 1 April 2022 and ending on 15 August 2022 as contained in the Financial Statements, see item 11.1.1.

The Prospectus does not contain a cash flow statement because the Issuer has not been in existence for more than one year. Consequently, the Issuer is not required to prepare a cash flow statement. Also, a cash flow statement would not be meaningful anyway due to the short period of existence (i.e., the cash flow in the reporting period was mainly limited to the payment of a shareholder contribution in the amount of EUR 1,700,000).

The Opening Balance Sheet and the Financial Statements were both prepared in accordance with Austrian GAAP.

The explanatory notes to the Financial Statements are contained on pages F-39 *et seqq* of *this Prospectus* (see Part VII (*Annexes*) Annex B of this Prospectus).

11.1.6 Consolidated financial statements

Not applicable, as the Issuer does not prepare consolidated financial statements.

11.1.7 Age of financial information

The most recent financial information contained in this Prospectus are the Financial Statements, which include a balance sheet as of 15 August 2022 and income statement for the period beginning on 1 April 2022 and ending on 15 August 2022.

11.2 Interim and other financial information

This Prospectus contains unconsolidated financial information for the interim period beginning on 1 April 2022 and ending on 15 August 2022.

11.3 Auditing of historical annual financial information

11.3.1 The historical annual financial information must be independently audited. The audit report shall be prepared in accordance with Directive 2006/43/EC and Regulation (EU) No 537/2014.

The Opening Balance Sheet as of 31 March 2022, and the Financial Statements as of, and for the period from 1 April 2022 to, 15 August 2022 have been audited by BDO. BDO has issued an unqualified audit opinion dated 26 August 2022 on the Opening Balance Sheet and an unqualified audit opinion dated 26 August 2022 on the Financial Statements. English translations of the audit reports are included in Part VII (*Annexes*).

11.3.2 Indication of other information in the registration document which has been audited by the auditors.

Not applicable.

11.3.3 Where financial information in the registration document is not extracted from the issuer's audited financial statements state the source of the data and state that the data is not audited.

Where financial information in the registration document is not extracted from the Opening Balance Sheet or the Financial Statements, the source of the data is stated and that the data is not audited.

11.4 Legal and arbitration proceedings

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during a period covering at least the previous 12 months which may have or have had in the recent past significant effects on the Issuer and/or group's financial position or profitability.

11.5 Significant change in the issuer's financial position

Since 15 August 2022, there has been no significant change in the Company's financial or trading position.

12. Additional Information

12.1 Share capital

The Issuer's share capital amounts to EUR 100,000 and has been paid up in full by the Issuer's founder FRANKSTAHL.

In addition, FRANKSTAHL as sole shareholder of the Issuer has granted the Issuer a one-time non-refundable shareholder contribution in the amount of EUR 1,700,000.

12.2 Memorandum and Articles of Association

12.2.1 A description of the issuer's objects and purposes and where they can be found in the memorandum and articles of association

The Company's business objectives (*Unternehmensgegenstand*) as stated in section Thirdly (*Drittens*) of its Articles of Association (*Errichtungserklärung*) include (translated from the original German wording):

- the trade in metal goods and building materials;
- all transactions and measures which are necessary and useful to the achievement of the object of the company and to the development and economic efficiency of the company.

13. Material contracts

13.1 A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or an entitlement that is material to the issuer's ability to meet its obligations to security holders in respect of the securities being issued.

At the date of this Prospectus, the Issuer has entered into the following contracts that are material to the Issuer's ability to meet its obligations to security holders in respect of the securities being issued:

a) Procurement Agreement between the Issuer as purchaser and FRANK-STAHL as supplier

The Issuer and its sole shareholder FRANKSTAHL have entered into a procurement agreement (*Bezugsvertrag* – "**Procurement Agreement**") under which the Issuer, as purchaser, may purchase from FRANKSTAHL, as supplier, the Steel Goods (as defined in ANNEX .12 to the Terms and Conditions) at a fixed price per metric ton ("**Fixed Price**").

The Procurement Agreement is concluded for a fixed period ending on 31 December 2032 and, thus, cannot be prematurely terminated by either party (except for cause).

The Procurement Agreement does not provide for a maximum quantity of Steel Goods that can be purchased by the Issuer over the term of the Procurement Agreement or a minimum quantity to be purchased by the Issuer over the term of the Procurement Agreement. However, FRANKSTAHL is obligated to keep available at all times an aggregate minimum quantity of 18,000 metric tons of Steel Goods. This minimum quantity shall be reduced daily pro rata and in total by 3% per year as well as by the physical quantity actually purchased, starting on 2 January 2023. As remuneration for keeping this aggregated minimum quantity available, FRANKSTAHL shall be entitled to charge to the Issuer after the end of a calendar year 3% of the Fixed Price of that part of the minimum quantity which has not yet been called off at that time, in each case ("**Availability Fee**").

By entering into the Procurement Agreement, the Issuer aims to be hedged against the risk of rising steel prices (at least for the duration of the Procurement Agreement): Even if the prices at which the Issuer could acquire the Steel Goods from third parties rise above the Fixed Price, the Issuer may continue to acquire the Steel Goods from FRANKSTAHL and at most at the Fixed Price. The Procurement Agreement is therefore an essential component of the Issuer's efforts to secure its ability to meet its obligations under the STEELCOINS to the Investors.

However, the conclusion of the Procurement Agreement is also advantageous for FRANKSTAHL because it hedges against the risk of falling steel prices: Even if the prices FRANKSTAHL could charge to third parties for the Steel Goods falls below the Fixed Price, FRANKSTAHL would still receive the Availability Fee, which is calculated on the basis of the above-market Fixed Price.

Since the conclusion of such agreements can therefore also be advantageous for steel traders, from today's view the Issuer currently assumes that (i) it could also conclude such or similar agreements with other companies of the FRANKSTAHL Group or even with third parties and (ii) it will also be able to conclude this Procurement Agreement with FRANKSTAHL again after its term (but possibly at a different fixed purchase price).

b) Agreement on the provision of data by FRANKSTAHL

In order to calculate the Finished Steel Value (as defined in Section 1 [*Definitions*] of the Terms and Conditions), the Issuer requires on an ongoing basis data on outstanding orders of certain steel products by stockholding steel traders (for details see ANNEX .1 to the Terms and Conditions).

The Issuer has in a first step entered into a corresponding agreement that allows the Issuer to obtain data required for the calculation of the Finished Steel Value which comprises the agreed purchase price for outstanding orders in five specified Finished Steel Product Groups and the information once an order was fulfilled from FRANKSTAHL. FRANKSTAHL has committed to provide this data as long as legally permitted at a monthly net fee of EUR 1,500. The agreement shall not be terminated for as long as STEELCOINS can be redeemed, whereby the extraordinary termination right for good cause was not excluded.

c) Agreement on the provision of technology by FRANKSTAHL

The Issuer and its sole shareholder FRANKSTAHL have entered into an agreement under which FRANKSTAHL provides the Issuer with all technology (i.e., hardware, software and services) behind the STEELCOINS or required for their issuance or fulfilment. The Issuer pays FRANKSTAHL a monthly net fee of EUR 15,000. The agreement has an unlimited term. From today's perspective, however, it is planned that FRANKSTAHL will contribute the technology behind STEELCOIN to the Issuer in the near future.

Besides the agreements mentioned above, there are no other material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in any group member being under an obligation or an entitlement that is material to the Issuer's ability to meet its obligations to security holders in respect of the securities being issued.

14. Documents available

14.1 A statement that for the term of the registration document, the following documents (or copies thereof), where applicable, may be inspected: (a) the memorandum and articles of association of the issuer; (b) all reports, letters, and other documents, valuations and statements prepared by any expert at the issuer's request any part of which is included or referred to in the registration document. An indication of the website on which the documents may be inspected.

Copies of the following documents may be inspected at the Website on the webpage <https://www.steelcoin.com/legal/prospectus> and at the Issuer's office at Praterstraße 15/3/17, 1020 Vienna, Austria, during usual business hours from the date of publication of this Prospectus:

- this Prospectus and supplements thereto, if any;
- the Articles of Association (*Errichtungserklärung*);
- an excerpt of the Commercial Register (*Firmenbuch*) of the Issuer as of the date of this Prospectus;
- the Issuer's Opening Balance Sheet; and
- the Issuer's Financial Statements.

V. THE STEELCOINS

[Annex 14 to COMMISSION DELEGATED REGULATION (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004]

1. Persons responsible, third party information, experts' reports and competent authority approval

See Part IV (*The Issuer*), item 1 (*Persons responsible, third party information, experts' reports and competent authority approval*).

2. Risk Factors

For a description of the material risks that are specific to the STEELCOINS, see Part II (*Risk Factors*).

3. Essential Information

3.1 Interest of natural and legal persons involved in the issue/offer

FRANKSTAHL Group and FRANKSTAHL as well as the beneficial owner have an interest in the Issuer issuing STEELCOINS. This is because the Issuer was founded specifically for this purpose.

The expansion, implementation and further development of digitalization is one of the FRANKSTAHL Group's top priorities. Through the newly founded Issuer and the issuance of the STEELCOINS a new and unique form of digitalised steel market shall be established in the industry. It is consequently in the interest of FRANKSTAHL Group and FRANKSTAHL that the Issuer unfolds the corresponding activity.

In addition, through the Procurement Agreement concluded between FRANKSTAHL and the Issuer FRANKSTAHL will benefit by either selling 18,000 metric tons of steel to a fixed price or to obtain a payment of a fee calculated on the basis of the amount of steel to be stored for the Issuer. FRANKSTAHL thus has a financial interest in the issue/offer. This financial interest also lies in the likely possibility that the Issuer and FRANKSTAHL or other entities belonging to the FRANKSTAHL Group will conduct business in the future, allowing for an overall financial business expansion through the Issuer.

Further, FRANKSTAHL earns through the agreement on the provision of technology by FRANKSTAHL and the agreement on the provision of data by FRANKSTAHL, allowing FRANKSTAHL to generate additional revenues. In this regard, it is envisaged that FRANKSTAHL might sell the technology developed as well as the respective hardware to the Issuer in the future.

Marcel Javor is the sole ultimate beneficial owner of the Issuer and the entire FRANKSTAHL Group. Additionally, as outlined in Part IV (*The Issuer*) item 9.1.1 (*Management of the Issuer*) above, Marcel Javor is also managing director of various other companies of FRANKSTAHL Group. Both as the sole ultimate beneficial owner of the Issuer and the

FRANKSTAHL Group and as the managing director of the Issuer and the other companies of the FRANKSTAHL Group, Marcel Javor's interest naturally lies in the long-term and profitable existence of the Issuer and the entire FRANKSTAHL Group. In this respect, the interests of Marcel Javor as managing director of the Issuer, as managing director of the other companies of the FRANKSTAHL Group and as sole beneficial owner of the Issuer and the entire FRANKSTAHL Group are in principle concurrent. However, it cannot be excluded that these interests and corresponding duties may conflict in individual cases.

Conflict of interests will be actively managed by ensuring that all agreements entered between group companies will be concluded at arm's length.

However, there is a dependency on FRANKSTAHL for the following contracts: agreement on the provision of technology, Procurement Agreement for steel and employees.

3.2 Reasons for the offer and use of proceeds

With the STEELCOINS, the Issuer wants to address a wide-ranging audience in Austria and other countries in the EEA: The STEELCOINS are also intended to open up a new customer sector through the Cash Option, addressing investors who do not process or consume steel products themselves, but want to invest into a speculative financial instrument.

The Issuer estimates the total costs (consisting of fees for legal, tax and technical consultants, marketing expenses, costs for the development and provision of technical infrastructure, etc) for the issue of up to 18,000 STEELCOINS, which are the subject of this Prospectus, to amount to up to EUR 2,000,000.

As the Issuer cannot determine the price at which STEELCOINS are issued (see Section 3 [*Subscription, Offered Subscription Price and Subscription Amount*] of the Terms and Conditions) and this price may vary significantly over time, it is not possible for the Issuer to reliably estimate the proceeds from the issue of the up to 18,000 STEELCOINS, which are the subject of this Prospectus. The theoretical maximum possible proceeds from the issue, i.e., if all 18,000 STEELCOINS under this Prospectus were to be placed at the Maximum Issue Price, would amount to EUR 97.2 million gross or, taking into account the estimated total costs mentioned above, EUR 95.2 million net.

The Issuer was provided with equity capital of EUR 1,800,000 by its sole shareholder, FRANKSTAHL (share capital of EUR 100,000 and a shareholder contribution of EUR 1,700,000).

The proceeds of the issue will be used for the ongoing business operations of the Issuer. Initially, the issuer's operational activities may include trading in steel products with third parties (other wholesalers, traders, steel mills, large steel consumers), and/or the acquisition of steel stock and/or company participations, whereby the Issuer can also hold liquidity in the form of bank accounts and money market instruments and does not have to use the entire proceeds of the issue. However, the Issuer is free to use the proceeds from issuing STEELCOINS at its own discretion and in particular is not obliged to invest them in steel products or use them for steel trading or in any other a specific way. The Investors do not participate in the profits from such operational activities of the Issuer.

The initial costs of ongoing business operations include the following costs in particular:

- advisory services (tax advice, legal advice, etc),

- costs for the marketing of STEELCOINS,
- licensing costs for the use of the technology and the Website for the issuance of the STEELCOINS.

Further costs will be incurred for the preparation of subsequent issues and the future offering of the STEELCOINS or similar securities in other countries.

There are no assets owned by third parties that are required for the ongoing operations to exercise the business of the Issuer, but material contracts concluded with FRANKSTAHL.

4. Information concerning the securities to be offered to the public / admitted to trading

4.1 (a) A description of the type and the class of the securities being offered to the public and/or admitted to trading (b) the international security identification number ('ISIN') for those classes of securities referred to in (a)

The object of this Prospectus is the public offer of transferable bearer securities issued in the form of ERC-20 tokens on the "Ethereum" blockchain and called STEELCOIN(S) that – according to the Terms and Conditions have no maturity and do not bear any interest, but can be exercised at any time at the choice of the holder either through physical settlement against certain steel products (Steel Goods Option) or against cash settlement (Cash Option). Until (and including) 1 January 2023, one STEELCOIN entitles the holder to exchange it for 1,814.39 kg of steel products under the Steel Goods Option; beginning from 2 January 2023, the weight in steel products represented by one STEELCOIN will continuously decrease in accordance with the Weight Reduction Schedule.

The minimum denomination of a STEELCOIN is 0.000000000000000001 STEELCOIN. However, the smallest unit of a STEELCOIN that can be subscribed from the Issuer is 0.0001 STEELCOIN. For the return of STEELCOINS to the Issuer at least 0.01 STEELCOIN for the Cash Option or one (1) STEELCOIN for the Steel Goods Option are required.

The STEELCOINS do not have a par value.

The Cash Option is linked to the development of the purchase prices of five Finished Steel Product Groups, whereby the Forming Costs are deducted in order to only reflect the Finished Steel Value of those products. Further, recent orders in those products will be weighted more than older orders and outstanding orders will be removed from the formula after 64 calendar days. The formula applied to calculate the Finished Steel Value is described in the Terms and Conditions. The Cash Option is directly linked to 1) the Finished Steel Value and 2) the amount of time that has lapsed since the initial offering of the STEELCOINS as each STEELCOIN initially equals an amount of 1,814.39 kg and this weight is reduced constantly.

The Steel Goods Option allows the Investor to request physical settlement by choosing from twelve different steel products. The amount of steel that the Steel Goods Option is linked to is reduced over time and amounts to 1,814.39 kg until (and including) 1 January 2023 and is reduced by 3% per year on a daily basis.

The STEELCOINS are not issued at a specific issue price. Instead, each interested Investor may propose to the Issuer the issue price in EUR individually, but not more than EUR 5,400 per STEELCOIN as this constitutes the Maximum Issue Price. The Issuer is free to accept or reject this offer. If all STEELCOINS that are subject to this offering would be issued at the Maximum Issue Price, the maximum volume of the present issue would amount to EUR 97,200,000. The Issuer reserves the right to increase the maximum number of STEELCOINS to be issued in the future. The STEELCOINS are governed by Austrian law.

Any Transfer, including in particular, the exercise of the Steel Goods Option or the Cash Option, will generate Gas Fees payable by the Investor in Ether (Eth, the Blockchain's native currency). Thus, if the Investor wants to perform a Transfer, it must have the corresponding amount of ETH to pay the Gas Fees incurred for the Transfer. The Issuer has no influence on the amount of payable Gas Fees.

The STEELCOINS have been assigned the ISIN ATSTEELCOIN5.

There are no different classes of STEELCOINS.

4.2 Legislation under which the securities have been created

The STEELCOINS are created under Austrian law.

4.3 (a) An indication whether the securities are in registered form or bearer form and whether the securities are in certificated form or book-entry form. (b) In the case of securities registered in book- entry form, the name and address of the entity in charge of keeping the records.

The STEELCOINS are transferable bearer securities.

STEELCOINS will not be certified in (individual or collective) certificates within the meaning of the Custody Act (*Depotgesetz*) or similar legislation. STEELCOINS are issued solely in the form of ERC-20 tokens on the "Ethereum" blockchain:

The security tokenization is the process of materializing the ownership in a security through the issuance of a token registered on a distributed ledger technology (DLT) infrastructure of Ethereum.

Blockchain technology

A **blockchain** is an ordered list of records grouped into blocks that are cryptographically linked together, hence the name block chain, whereas every new **block** points to exactly one predecessor. The term most commonly refers to a public permissionless blockchain: the block creation is highly decentralized (permissionless) and the blocks are accessible to everyone (public). This allows everyone to verify the history of the records.

The records contain information about transactions. A **transaction** itself contains at least a sender address, a receiver address, and the balance to be transferred. An **address** is an alphanumeric string generated by a cryptographical algorithm. It can be derived from a private/public key pair and represent a user (account) or it can identify a smart contract described later.

Users create transactions and sign them with their **private key**. The corresponding public key allows anyone to validate that the transaction was signed by the holder of the private key and was not altered afterwards. Blockchain technologies use this fact to ensure that only the holder of the private key can issue transactions for the associated address.

The underlying infrastructure of the blockchain is a **network of nodes** run by different participants. In public blockchains new nodes can join or leave the network any time. In permissionless blockchains every node is allowed to create new blocks. Since new blocks can be proposed by multiple nodes simultaneously the network must reach a decision about the new head of the chain. Therefore, each blockchain defines a so-called **consensus** mechanism. This mechanism determines how participants agree on the head of the blockchain, which becomes practically immutable after a certain number of confirmations i.e., subsequent blocks. When nodes decide for a new head of the blockchain, they validate all transactions contained in that block – check the signatures, account balances and if required, smart contracts. If any of these checks fails, the transaction becomes invalid, and the changes will be reverted by the node. Prior to the major update of the Ethereum blockchain implemented in September 2022 called The Merge⁸ the Ethereum blockchain used a Proof of Work (PoW) consensus algorithm. Under PoW miners have to solve a computational puzzle by trial and error. This requires the usage of high-powered computers. The first miner to find a solution is awarded the authority to add a new block to the blockchain and also receives compensation, a block reward. As part of The Merge the consensus mechanism used by the Ethereum blockchain was changed to a Proof of Stake (PoS) consensus algorithm. Under PoS, "validators" – instead of "miners" as under PoW – handle the creation of new blocks of the Blockchain. Anyone who pledges ("stakes") a sufficient investment in Ether (ETH) can become a validator. An algorithm, which is weighted based on the validators' amount of stake, randomly selects among all validators a certain validator to propose a block and all other validators attest to the block. After a block receives enough attestations, it can be finalized and become an immutable part of the blockchain, and the validators receive ETH as reward for the validation. If validators do not attest to blocks correctly, they are charged penalties and in the case of a massive attack, the involved validators can even lose their entire stake. The requirement to put up a stake makes it less likely that validators will misbehave or mount feasible attacks, since the cost of such would be much higher than under PoW.

Each block can hold a limited number of transactions. The decision which transactions to include in a block is made by the creator of the block. Nodes have basically freedom of choice but they can be incentivized to favor a transaction over others by paying a higher **transaction fee**. A direct implication is that there is no guarantee that a transaction is processed immediately after submission. There can be a delay depending on the number of pending transactions and the price the sender is willing to pay.

Smart contracts are computer programs running on every node of the blockchain network. They can be invoked by transactions. They can check the signer and other parameters of the transaction, perform computations on their data, store the results and emit **events** that applications outside the blockchain can react upon. Smart contracts enable programmable transactions that go far beyond the simple transfer from a sender to a

⁸ For more detail on The Merge see: <https://ethereum.org/en/upgrades/merge/> (last visited on 19 September 2022).

recipient. This can be leveraged to create a smart contract for minting, burning and transferring **tokens**. In order to foster interoperability between wallets, exchanges, blockchain explorers and other tools, standards for smart contracts representing tokens emerged. The most popular standard is the ERC20 which specifies the basic operations of a fungible token like STEELCOIN.

Please also review Part II (*Risk Factors*) item 3 (*Risks specific to the STEELCOINS and the Blockchain*) in particular the risk of a fork as described the risk factor "*STEELCOINS may be lost in connection with a "fork" of the Ethereum network*" and in Section 8 (Forks of the Blockchain) of the Terms and Conditions.

4.4 Total amount of the securities offered to the public/admitted to trading. If the amount is not fixed, an indication of the maximum amount of the securities to be offered (if available) and a description of the arrangements and time for announcing to the public the definitive amount of the offer.

The Issuer will issue up to 18,000 STEELCOINS. The STEELCOINS are not issued at a specific issue price. Instead, each interested investor may propose to the Issuer the issue price in EUR individually, but not more than EUR 5,400 per STEELCOIN as this constitutes the Maximum Issue Price. The Issuer is free to accept or reject this offer. If all STEELCOINS that are subject to this offering would be issued at the Maximum Issue Price, the maximum volume of the present issue would amount to EUR 97,200,000. The Issuer reserves the right to increase the maximum number of STEELCOINS to be issued in the future.

4.5 Currency of the securities issue

The STEELCOINS do not have a specific currency. However, the issue of STEELCOINS is effected against payment in euros. The Sell Price under the Cash Option is payable in euros.

4.6 The relative seniority of the securities in the issuer's capital structure in the event of insolvency, including, where applicable, information on the level of subordination of the securities and the potential impact on the investment in the event of a resolution under Directive 2014/59/EU.

The STEELCOINS as set out in the Terms and Conditions are deemed to be direct, unsecured, unsubordinated obligations of the Issuer to the Investors ranking *pari passu* among themselves and with all other unsecured obligations of the Issuer, so long as such other obligations of the Issuer do not expressly rank senior to the claims of the Investors under applicable laws and regulations, in particular the insolvency laws.

For the avoidance of doubt: The Issuer is not obliged to invest the full or any amount of net proceeds of the STEELCOINS into steel or steel products and its steel trading business. The net proceeds will be used for the Issuer's business operation and there is no obligation of the Issuer to follow an investment strategy or to operate for the benefit of the Investor. Net proceeds will also be used to cover costs and expenses incurred for the STEELCOINS including costs in connection with the issuance and distribution of STEELCOINS and the project development.

4.7 A description of the rights attached to the securities, including any limitations of those rights, and procedure for the exercise of those rights:

The STEELCOINS give the Investor the right to receive physical steel products (Steel Goods Option) as described under Section 6 (*Physical Settlement: Steel Goods Option*) of the Terms and Conditions or, at the Investor's option, to receive cash instead (Cash Option). The cash settlement per STEELCOIN (Sell Price) will be calculated by applying the Finished Steel Value as described in Section 7 (*Cash Settlement: Cash Option*) of the Terms and Conditions and the Weight Reduction Schedule, as both factors are included in the formula to calculate the Sell Price of the STEELCOIN(S) according to the Terms and Conditions. Both options are linked to time, as the Steel Goods Option and the Cash Option include a time factor that provides that the Steel Amount is reduced by applying the Weight Reduction Schedule.

The STEELCOINS do not grant any shareholder rights, in particular no participation or voting rights in the Issuer's shareholders' meeting and no co-determination rights as well as no rights to the Issuer's profits or liquidation proceeds. The Issuer is free to use the proceeds from issuing STEELCOINS at its own discretion and in particular is not obliged to invest them in steel products or use them for steel trading or in any other a specific way.

See also item 4.8 below.

4.8 As the rate is not fixed:

4.8.1 (a) a statement setting out the type of underlying; (b) a description of the underlying on which the rate is based; (c) the method used to relate the rate with the underlying; (h) if the security has a derivative component in the interest payment, a clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident.

STEELCOINS are not linked to the payment of an interest rate and grant the Investor only a Steel Goods Option or a Cash Option, thus, physical or cash settlement.

STEEL GOODS OPTION:

The Steel Goods Option can only be exercised for a minimum of one STEELCOIN, whereby higher amounts with minimum fractions of 0.0001 STEELCOIN or multiples thereof are admissible. The Steel Goods Option is regulated under Section 6 (*Physical Settlement: Steel Goods Option*) of the Terms and Conditions and grants the Investor the right to collect a certain amount of Steel Goods in kilograms. The weight is reduced over time, applying the Weight Reduction Schedule.

The Investor may collect the selected Steel Goods upon the Issuer's sole choice only at either (i) FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., Frankstahlstraße 2, 2353 Guntramsdorf, Austria, (ii) FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., Linzer Straße 260, 4600 Wels, Austria, or (iii) FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H., Alte Bundesstraße 24, 5151 Nußdorf am Haunsberg, Austria. The Issuer is free to determine and announce on the Website one or more additional possible locations where the Investor may collect the Selected Steel Goods. In such case, the Issuer is free

to select (i) for Investors who are consumers, either a Collection Location or alternatively an Additional Collection that is located closer to the Investor's address registered on the Website than all of the Collection Locations, or (ii) for Investors who are not consumers, a Collection Location or an Additional Collection Location. The Issuer will provide information through its Website, which Collection Location or Additional Collection Location, if applicable, it momentarily chooses and is free to amend its choice for the future. The Investor is free to commission a freight carrier to collect the Selected Steel Goods from the collection location at his own risk and expense. The collection location is regulated under Clause 6.5 of the Terms and Conditions.

The Offered Collection Times and the Extended Offered Collection Dates, if any, are described in Clauses 6.6 and 6.7 of the Terms and Conditions and depend on the amount of STEELCOINS that the Investor exercises the Steel Goods Options for and thus the Steel Quantity to be collected. Collection times are not available immediately and range between three and twelve months. Entrepreneurs need to agree on a collection time, if they exercise the Steel Goods Option for more than 25 metric tons.

CASH OPTION:

The Cash Option can be exercised for a fraction of 0.01 STEELCOIN or multiples thereof. The Cash Option is regulated under Section 7 (*Cash Settlement: Cash Option*) of the Terms and Conditions.

The Cash Option allows the Investor to return the STEELCOINS or fractions thereof against cash payment in EUR to the Issuer and to obtain a Sell Price. The Sell Price will be calculated by multiplying the Steel Amount as defined under Clause 6.2 of the Terms and Conditions by applying the Weight Reduction Schedule on the date the Cash Option is exercised pursuant to Clause 7.4 of the Terms and Conditions multiplied by the Finished Steel Value calculated in accordance with the formula as outlined in item 1 (Formula to calculate the Sell Price applying the Finished Steel Value) of ANNEX ./1 to the Terms and Conditions and will be denominated in EUR and be displayed on the Website. Examples for the calculation of the Sell Price (applying the Finished Steel Value) are included in item 2 (*Examples for calculating the Sell Price*) of ANNEX ./1 to the Terms and Conditions.

Instead of returning the STEELCOINS for the Sell Price, the Investor may propose a higher price in EUR for which he is willing to return the STEELCOINS or fractions thereof by proposing such price through the Website. Such a higher sell price can be accepted by the Issuer by indicating this to the Investor on the Website. The Issuer is under no obligation to accept a higher sell price and may reject a higher sell price by indicating this to the Investor through the Website.

Application of the Weight Reduction Schedule:

Both the Cash Option and the Steel Goods Option are subject to the application of the Weight Reduction Schedule with the effect that from the date of first issue until the date a STEELCOIN is redeemed in the course of the Investor exercising the Cash Option or the Steel Goods Option, the weight of a STEELCOIN is reduced on a daily basis applying a formula that amounts to 3% per year. The Weight Reduction Schedule is applied beginning on 2 January 2023.

Under the Steel Goods Option, the Weight Reduction Schedule has the effect of reducing the amount of Steel Products that can be obtained per STEELCOIN in the same amount (or

increasing the number of STEELCOINS required to purchase a certain amount of Steel Products). Under the Cash Option, the Weight Reduction Schedule constitutes a factor reducing the payout amount.

Physical Delivery of Steel Goods under the Steel Goods Option:

The Steel Goods Option allows for physical settlement, whereby the Investor can choose out of 12 different steel products, as specified in the Terms and Conditions. After applying the Weight Reduction Schedule, the Investor can obtain steel products that the respective weight of a STEELCOIN entitles the Investor for.

The Steel Goods Option is thus only based on the weight that a STEELCOIN entitles an Investor for.

In addition please refer to Part VI (*Underlying Assets*) item 2.2 (*Information concerning the underlying*) on Information concerning the underlying.

4.8.2 (d) an indication where information about the past and the future performance of the underlying and its volatility can be obtained by electronic means and whether or not it can be obtained free of charge.

No information on the past and the future performance of an underlying can be published, as the STEELCOINS do not have an underlying with a performance but rather grant the Steel Goods Option or the Cash Option.

As the Steel Goods Option grants the Investor the right to obtain a specific amount of steel in kg, the value of this specific amount will not be published by the Issuer and depends on the personal circumstances and the needs of the Investor. The amount of steel that the Investor is entitled to, is referenced by the Weight Reduction Schedule.

The Issuer will publish the Sell Price on its Website free of charge. The Sell Price is calculated by applying a formula that includes a time factor that is reflected through the Weight Reduction Schedule and the Finished Steel Value. Consequently, the formula to calculate the Sell Price and thus the applicable Sell Prices do not qualify as indicators for past or future performance and could not be used to calculate a future performance of the underlying. Rather a certain Sell Price merely indicates how much cash an Investor would receive for a STEELCOIN upon exercising the Cash Option at a specific point of time. The historical Sell Prices do not allow conclusions to be drawn on the future performance of the STEELCOINS.

4.8.3 I a description of any market disruption or settlement disruption events that affect the underlying.

As a very raw material and energy-intensive product, steel is highly dependent on the international prices of the raw materials and energy sources. These are in particular:

- Iron ore
- scrap
- coke
- gas

- electricity
- hydrogen
- Alloying elements, e.g., chromium, nickel, vanadium, tungsten, molybdenum and others

In addition, freight rates by sea and land also have an impact on steel prices.

Furthermore, the price of steel is directly related to the price of CO² certificates.

All these products/services are scarce goods. Some of these goods have only the steel industry as a competitor from a procurement perspective (iron ore, scrap). For most of them, however, steel production is in direct competition with other sectors, for example the alloying elements mentioned are used in battery production. Energy sources in particular should also be mentioned here, as steel production requires large quantities of electricity, gas or other fossil fuels or even hydrogen in order to maintain supplies to customers.

The price development and availability of the required raw materials cannot be predicted and, together with freight costs, has a significant influence on the availability and price development of steel products.

In addition, please refer to the risk factor under

- *The Issuer may not be able to acquire the steel products required for fulfilling its obligations under the STEELCOINS and/or its physical hedging at all (risk of availability) and/or at commercially reasonable terms (risk of price volatility)*

There is no future performance available for the steel products that the Investor can choose from, as the price of the steel products cannot be predicted in the future and will be dependent on various factors.

Statistic Austrian publishes a wholesale price index for iron and steel on its website.

The Terms and Conditions contain specific rules for default and force majeure (Section 9) and rules that allow for ordinary and extraordinary termination of the STEELCOIN by the Issuer (Section 11).

**4.8.4 (f) any adjustment rules with relation to events concerning the underlying;
(g) the name of the calculation agent.**

There are no adjustment rules with relation to events that concern the steel goods available under the Steel Goods Option or the calculation of the Sell Price under the Cash Option.

The formula that is used to calculate the Sell Price when the Cash Option is exercised includes the above described time element in the form of the Weight Reduction Schedule and additionally the Finished Steel Value.

The Finished Steel Value is described in ANNEX .1 to the Terms and Conditions and should be read in conjunction with the Risk Factors under Part II (*Risk Factors*) Section 2 (*Risks that are specific to the securities being offered and/or admitted to trading*).

The calculation of the Finished Steel Value will be made by the Issuer but might be transferred to a calculation agent in the future.

4.9 (a) Maturity date. (b) Details of the arrangements for the amortisation of the loan, including the repayment procedures. Where advance amortisation is contemplated, on the initiative of the issuer or of the holder, it shall be described, stipulating the amortisation terms and conditions.

STEELCOINS do not have a maturity date.

For the settlement of the Steel Goods Option, see Clause 6.6 of the Terms and Conditions for the Offered Collection Times and for the settlement of the Cash Option, see Clause 7.4 of the Terms and Conditions.

4.10 (a) An indication of yield. (b) Description of the method whereby the yield in point (a) is to be calculated in summary form.

The yield cannot be indicated because the STEELCOINS do not have an interest rate. The individual return per STEELCOIN, if any, could be calculated for Investors who exercise the Cash Option as the difference between the subscription price and the Sell Price and for Investors who exercise the Steel Goods Option as the difference between the subscription price and the value of the steel products the Investor can obtain physically.

4.11 Representation of non-equity security holders including an identification of the organisation representing the investors and provisions applying to such representation. Indication of the website where the public may have free access to the contracts relating to these forms of representation.

On the part of the Issuer, no organized representation of the Investor is foreseen.

It is not excluded that the Austrian Notes Trustee Act and the Austrian Notes Trustee Supplementation Act are applicable.

Pursuant to the Austrian Notes Trustee Act and the Austrian Notes Trustee Supplementation Act, a trustee (*Kurator*) can be appointed by an Austrian court upon the request of any interested party (e.g., an Investor of a STEELCOIN) or upon the initiative of the competent court to represent the common interests of the STEELCOIN holder in matters concerning their collective rights. In particular, this may occur if insolvency proceedings are initiated against the Issuer in connection with any amendments to the Terms and Conditions or changes relating to the Issuer, or under other similar circumstances. If a trustee is appointed, it will exercise the collective rights and represent the interests of the STEELCOIN holders and will be entitled to make statements on their behalf which shall be binding on all STEELCOIN holders. Where a trustee represents the interests and exercises the rights of STEELCOIN holder, this may conflict with or otherwise adversely affect the interests of individual or all STEELCOIN holders.

4.12 In the case of new issues, a statement of the resolutions, authorizations and approvals by virtue of which the securities have been or will be created and/or issued.

The STEELCOINS will be issued and created by virtue of the resolution of the managing directors of the Issuer dated 15 September 2022 as well as of the approving resolution of the Issuer's sole shareholder FRANKSTAHL dated 15 September 2022.

4.13 The issue date or in the case of new issues, the expected issue date of the securities.

The issue of the STEELCOINS will commence on the Issue Start Date.

4.14 A description of any restrictions on the transferability of the securities

The Investor can, subject to applicable laws and regulations, generally freely transfer own STEELCOINS to another interested investor on the Blockchain. Such a Transfer, including in particular, the exercise of the Steel Goods Option or the Cash Option, will generate Gas Fees payable by the Investor. Thus, if the Investor wants to perform a Transfer, it must have the corresponding amount of ETH to pay the Gas Fees incurred for the Transfer. The Issuer has no influence on payable Gas Fees. Fractions of STEELCOINS can be transferred, whereby the smallest fraction shall be 0.000000000000000001 STEELCOIN.

4.15 A warning that the tax legislation of the investor's Member State and of the issuer's country of incorporation may have an impact on the income received from the securities.

4.15.1 Taxation all countries

It is important to note that the tax legislation of the individual Investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the STEELCOINS.

It is therefore recommended that Investors consult their own tax advisors regarding the tax implications of acquiring, holding or transferring STEELCOINS. Only qualified tax advisors are in a position to adequately consider the particular tax situation of individual Investor.

4.15.2 Taxation in Austria

The below outlines certain key tax principles under Austrian law in connection with capital assets that may be relevant with respect to acquiring, holding or transferring STEELCOINS. This summary is not and does not purport to be a comprehensive or exhaustive description of all tax considerations that may be relevant to Investors of STEELCOINS. It is important to note that the legal situation may change, possibly with retrospective effect.

The following overview is of a general nature and, thus, does not take into account the individual circumstances or any special tax treatment applicable to the Investor. Exceptions to the tax regime described herein may apply to certain Investors.

The below information does not replace the need for individual Investors to seek personal tax advice. It is therefore recommended that Investors consult their own tax advisors regarding the tax implications of acquiring, holding or transferring STEELCOINS. Only qualified tax advisors are in a position to adequately consider the particular tax situation of individual Investor.

The following overview is based on the tax legislation in force in Austria at the date of this Prospectus and is subject to any changes in Austrian law and practice occurring after that date, which changes may have retroactive effect. This summary does not take into account the tax laws of any country other than Austria. In this summary, Austrian legal concepts are expressed in English terms and not in the original German terms. The Austrian legal concepts concerned may not be identical to the concepts expressed in English terms. Tax considerations relevant to prospective holders of the STEELCOINS which are subject to a special tax regime such as for example partnerships, governmental authorities, charities, private foundations (*Privatstiftungen*) or investment or pension funds are not addressed herein.

This overview focuses on the tax treatment of income from derivatives which may be earned by individuals with a domicile (*Wohnsitz*) or their habitual abode (*gewöhnlicher Aufenthalt*) in Austria and legal entities with their corporate seat (*Sitz*) or their place of management (*Ort der Geschäftsleitung*) in Austria ("**Austrian Residents**") as well as by individuals who do not have a domicile nor their habitual abode in Austria and legal entities who do not have their corporate seat nor their place of management in Austria ("**Non-Austrian Residents**").

Income tax classification of STEELCOINS

The issued STEELCOINS are derivatives under civil, securities and capital markets law. There is no definition of a derivative in tax law. According to the explanatory notes and administrative practice, the term derivative includes all forward transactions (options, futures, forwards, swaps, etc.), regardless of whether their underlying represents financial assets, commodities or other assets. Derivatives are therefore financial instruments whose performance depends on the performance of another asset (underlying). The issued STEELCOINS entitle the Investor to either demand physical settlement with steel goods or cash settlement, calculated in accordance with a formula. The value of the STEELCOINS is therefore derived either from the value of the steel goods or, in the case of a cash settlement, from the formula to calculate the Sell Price applying the Finished Steel Value.

Taxation of income from derivatives

Austrian Residents

STEELCOINS held as private assets by individual Investor with unlimited tax liability

For tax purposes, the income from STEELCOINS qualifies as an income from non-securitized derivatives and is generally subject to the progressive income tax rate.

The STEELCOINS can be settled in two ways:

Under the Steel Goods Option, the respective underlying in the form of Selected Steel Goods can be collected by the Investor. If the Investor exercises the Steel Goods Option, this does not constitute a taxable exchange and does not result in taxation. In this case,

the acquisition cost of the Selected Steel Goods received corresponds to the acquisition cost of the returned STEELCOINS.

With the Cash Option Investors have the option to return STEELCOINS against payment of a certain amount in EUR linked to the formula to calculate the Sell Price as outlined in ANNEX ./1 to the Terms and Conditions. If the derivative is settled with the Cash Option, a taxable sale of the derivative is deemed to have taken place. In order to determine the capital gain, the acquisition cost of the STEELCOINS must be compared with the proceeds from the sale. In addition, expenses that are economically related to the sale may be deducted. Since the Issuer does not withhold capital gains tax, income from the STEELCOINS as non-securitized derivatives is subject to the progressive income tax rate of the Investor. The Investor will have to include the income from the STEELCOINS in his/her personal income tax return pursuant to the provisions of the Austrian Income Tax Act. If a loss is incurred on the sale of the STEELCOINS, this can only be offset against other income from capital assets, which is also subject to the progressive income tax rate. There is no loss carry forward.

STEELCOINS held as business assets by a private Investor with unlimited tax liability

Income from non-securitized derivatives is generally subject to the progressive income tax rate.

The STEELCOINS can be settled in two ways:

Under the Steel Goods Option, the respective underlying in the form of Selected Steel Goods can be collected by the Investor. If the Investor exercises the Steel Goods Option, this does not constitute a taxable exchange and does not result in taxation. In this case, the acquisition cost of the Selected Steel Goods received corresponds to the acquisition cost of the returned STEELCOINS.

With the Cash Option Investors have the option to return STEELCOINS against payment of a certain amount in EUR applying the formula to calculate the Sell Price as outlined in ANNEX ./1 to the Terms and Conditions. If the derivative is settled with the Cash Option, a taxable sale of the derivative is deemed to have taken place. In order to determine the capital gain, the acquisition cost of the STEELCOINS must be compared with the proceeds from the sale. In addition, expenses that are economically related to the sale may be deducted. Since the Issuer does not withhold capital gains tax, income from the STEELCOINS as non-securitized derivatives is subject to the progressive income tax rate of the Investor. The Investor will have to include the income from the STEELCOINS in his/her personal income tax return pursuant to the provisions of the Austrian Income Tax Act. If a loss is incurred on the sale of the STEELCOINS, this can be deducted in full as a business expense. Any excess loss can be carried forward in full.

STEELCOINS held by a corporation with unlimited tax liability

Income from non-securitized derivatives is subject to corporate tax (*Körperschaftsteuer – KöSt*).

The STEELCOINS can be settled in two ways:

Under the Steel Goods Option the respective underlying in the form of Selected Steel Goods can be collected by the Investor. If the Investor exercises the Steel Goods Option, this

does not constitute a taxable exchange and does not result in taxation. In this case, the acquisition cost of the Selected Steel Goods received corresponds to the acquisition cost of the returned STEELCOINS.

With the Cash Option Investors have the option to return STEELCOINS against payment of a certain amount in EUR applying the formula to calculate the Sell Price as outlined in ANNEX ./1 to the Terms and Conditions. If the derivative is settled with the Cash Option, a taxable sale of the derivative is deemed to have taken place. In order to determine the capital gain, the acquisition cost of the STEELCOINS must be compared with the proceeds from the sale. In addition, expenses that are economically related to the sale may be deducted. The Investor will have to include the income from STEELCOINS in the corporate income tax return pursuant to the provisions of the Austrian Corporation Tax Act. If a loss is incurred on the sale of the STEELCOINS, this can be deducted in full as a business expense. Any excess loss can be carried forward in full.

Non-Austrian Residents

STEELCOINS held as private assets by individual Investor with limited tax liability

Income from derivatives for individuals with limited tax liability is not taxable under Austrian tax law. The relevant national tax laws at the domicile or the habitual abode must be observed.

STEELCOINS held as business assets by a private Investor with limited tax liability

Income from derivatives for individuals with limited tax liability is not taxable under Austrian tax law. The relevant national tax laws at the domicile or the habitual abode must be observed. If the income is attributable to a domestic permanent establishment in Austria, however, it is taxable under Austrian law and the previous statements regarding Austrian Residents must be observed.

STEELCOINS held by a corporation with limited tax liability

Income from derivatives for corporations with limited tax liability is not taxable under Austrian tax law. The relevant national tax laws at the corporate seat or the place of management must be observed. If the income is attributable to a domestic permanent establishment in Austria, however, it is taxable under Austrian law and the previous statements regarding residents must be observed.

4.16 If different from the issuer, the identity and contact details of the offeror of the STEELCOINS and/or the person asking for admission to trading, including the legal entity identifier ('LEI') where the offeror has legal personality.

Not applicable, as the Issuer is also the offeror of the STEELCOINS.

5. Terms and conditions of the offer of securities to the public

5.1 Conditions, offer statistics, expected timetable and action required to apply for the offer

5.1.1 Conditions to which the offer is subject

The subscription price offered by the investor must amount to at least EUR 50 according to Clause 3.3 of the Terms and Conditions.

The smallest fraction investors may subscribe for are 0.0001 STEELCOIN according to Clause 3.2 of the Terms and Conditions.

Interested investors can visit the Website of the Issuer and electronically through an online subscription form make an offer to buy (a fraction of) one or more STEELCOINS. The Issuer is free to accept or reject such an offer in whole or partially (i.e., only with a reduced number of [fractions of a] STEELCOIN[S] but not for another price than the subscription price offered by the investor) at its sole discretion immediately by indicating this to the interested investor on the Website. If the Issuer does not accept an offer (in whole or partially) by informing the interested investor through the Website immediately upon the interested investor having submitted the offer, the offer is deemed to be rejected. The details are regulated in Clauses 3.3 and 3.4 of the Terms and Conditions.

According to Clause 3.3 of the Terms and Conditions, the interested investor must provide personal information including name, date of birth, country and address of residence and e-mail-address and if available a VAT identification number as well as further information and related evidence as required to process the subscription or as provided for by applicable laws and regulations.

5.1.2 The time period, including any possible amendments, during which the offer will be open. A description of the application process

The Ethereum Blockchain received a major technical update on 15 September 2022, called The Merge.⁹

In order to prevent that any problems during or resulting from the implementation of The Merge have a negative impact on the Issuer, the STEELCOINS and/or the Investors, the time period during which the offer will be open for subscription by interested investors will commence as soon as the Issuer has been able to evaluate that there are no material risks for the Issuer, STEELCOINS and/or the Investors from the implementation of The Merge. Until then, it will be possible to register and log in on the Website. However, the functions on the Website required to carry out a subscription pursuant to Section 3 (*Subscription, Offered Subscription Price and Subscription Amount*) of the Terms and Conditions will not be available.

⁹ For details see: <https://ethereum.org/en/upgrades/merge/> (last visited: 19 September 2022).

As of the date of this Prospectus, it is expected that the first day on which the STEELCOINS will be issued to interested investors in Austria and in the Passporting Countries will therefore be between 22 September 2022 and 30 September 2022 (in each case including such day). The Issuer will publish the Issue Start Date on the Website.

The public offer of STEELCOINS in Austria and in the Passporting Countries will end upon the expiry of the validity of this Prospectus on 21 September 2023. The Issuer reserves the right to shorten or terminate the offer period at any time at its absolute discretion (in particular, in case of full placement of the STEELCOINS).

For a description of the applicable process for subscribing for STEELCOINS see Section 3 (*Subscription, Offered Subscription Price and Subscription Amount*) of the Terms and Conditions.

Subscriptions are possible through the Login Area on the Website only. The Issuer is free not to allow access to the registration procedure for the Login Area. However, for Investors the Issuer must not limit registration for the Login Area (except as provided for by applicable laws). According to Clause 14.5 of the Terms and Conditions, the Website will be available on business days between 9 a.m. and 7 p.m. (Vienna time). Any regular updates, patches and fixes will be done outside this availability time.

Investors may be required to pay usual transaction fees when paying the Subscription Amount to the Issuer.

As of the date of this Prospectus, the Issuer has not concluded distribution agreements. The Issuer is free to conclude distribution agreements in the future.

5.1.3 A description of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants

Not applicable.

5.1.4 Details of the minimum and/or maximum amount of application (whether in number of securities or aggregate amount to invest)

The minimum offered subscription price must amount to at least EUR 50 according to Clause 3.3 of the Terms and Conditions.

The smallest fraction interested investors may subscribe for are 0.0001 STEELCOIN according to Clause 3.2 of the Terms and Conditions.

If all STEELCOINS that are subject to this offering would be issued at the Maximum Issue Price of EUR 5,400, the maximum volume of the present issue would amount to EUR 97,200,000.

There is no maximum amount per subscription, but the Issuer is free to accept or reject an offer in whole or partially as outlined under Section 3.4 of the Terms and Conditions.

5.1.5 Method and time limits for paying up the securities and for delivery of the securities

As provided for under Clauses 3.5 and 3.6 of the Terms and Conditions, the issuing of the STEELCOIN(S) to the investor is subject to prior payment in full of the subscription price

that is defined as the subscription amount in the Terms and Conditions. Details on the available Payment Methods will be displayed on the Website prior to the interested investor submitting the offer. All payments made to the Issuer shall originate from accounts within the European Union and/or the European Economic Area (and/or accounts with banks outside the European Union and/or the European Economic Area, if any, as indicated by the Issuer on the Website from time to time). The interested investor must pay the subscription amount immediately by using one of the offered Payment Methods. If payment is not effected within the time indicated for payment on the Website, the subscription offer is cancelled, and an interested investor can submit a new subscription offer.

After complete payment of the Subscription Amount was effected using an available Payment Method, the interested investor is asked to provide the Delivery Address by using the Withdraw to the Blockchain function on the Website demanding that the Accepted STEELCOINS are issued in the form that the Issuer Mints the Accepted STEELCOINS and subsequently transfers the Accepted STEELCOINS to the Delivery Address within 24 hours after the Issuer having received the Delivery Address. The Delivery Address is a Public Address of the interested investor's account on the Blockchain to which the Issuer shall transfer the Accepted STEELCOINS once Minted. All Gas Fees for the Issuing of the Accepted STEELCOINS will be borne by the Issuer.

The Delivery Address used by the Investor must be compatible with the Blockchain.

5.1.6 A full description of the manner and date in which results of the offer are to be made public

The Issuer will display in the Public Area on the Website the volume-weighted average price at which STEELCOINS were subscribed for pursuant to Section 3 (*Subscription, Offered Subscription Price and Subscription Amount*) of the Terms and Conditions on the preceding day (i.e., except for STEELCOINS subscribed for at special conditions as agreed pursuant to Clause 12.2 of the Terms and Conditions) on the Website on the following day (for details see Section 14 [*Website*] of the Terms and Conditions, in particular Clause 14.3.(i)).

The above mentioned volume-weighted average price is calculated as follows: Sum of all Subscription Amounts paid on the preceding day for STEELCOINS subscribed for pursuant to Section 3 of the Terms and Conditions divided by the sum of all Accepted STEELCOINS relating to such Subscription Amounts paid on the preceding day.

5.1.7 The procedure for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised

Not applicable as there are not any rights of pre-emption or subscription rights.

5.2 Plan of distribution and allotment

5.2.1 The various categories of potential investors to which the securities are offered. If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

The public offering of STEELCOINS is not limited to a certain type of investor.

The public offering of STEELCOINS is not made in tranches and, consequently, no tranches have been or are being reserved for certain markets.

5.2.2 Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made

Pursuant to Clause 3.5 of the Terms and Conditions, the Issuer will indicate to each interested investor on the Website, whether the interested investors' Offer is accepted (in whole or partially) by the Issuer.

5.3 Pricing

5.3.1 (a) An indication of the expected price at which the securities will be offered. (b) Where an indication of the expected price cannot be given, a description of the method of determining the price, pursuant to Article 17 of Regulation (EU) 2017/1129, and the process for its disclosure. (c) Where the issuer is subject to Regulation (EU) No 1286/2014 or Directive 2014/65/EU and to the extent that they are known, include those expenses contained in the price.

The STEELCOINS are not issued at a specific issue price. Instead, each interested investor may propose to the Issuer the issue price in EUR individually, but not more than EUR 5,400 per STEELCOIN as this is the Maximum Issue Price according to Clause 3.3 of the Terms and Conditions. In his offer the interested investor needs to state the number of (fractions of) STEELCOIN(S) he/she wishes to subscribe for and the price per STEELCOIN that the interested investor offers to pay in an amount that the interested investor deems suitable. The subscription price must amount to at least EUR 50. The Issuer is free to accept or reject an offer by an investor. If the Issuer does not accept an Offer (in whole or partially) by informing the interested investor through the Website immediately upon the interested investor having submitted the Offer, the Offer is deemed to be rejected.

As provided for under Clause 14.3 of the Terms and Conditions, the Issuer will display in the Public Area on the Website the volume-weighted average price at which STEELCOINS were subscribed for pursuant to Section 3 (*Subscription, Offered Subscription Price and Subscription Amount*) of the Terms and Conditions on the preceding day (i.e., except for STEELCOINS subscribed for at special conditions as agreed pursuant to Clause 12.2 of the Terms and Conditions) on the Website on the following day. It will not be necessary to login to the Login Area to view this information. For the calculation of the above-mentioned volume-weighted average price see Part V (*The STEELCOINS*), item 5.1.6 (*A full description of the manner and date in which results of the offer are to be made public*).

5.4 Placing and Underwriting

5.4.1 Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the issuer or to the offeror, of the placers in the various countries where the offer takes place.

Not applicable.

5.4.2 Name and address of any paying agents and depository agents in each country

Not applicable.

5.4.3 Name and address of the entities agreeing to underwrite the issue on a firm commitment basis, and name and address of the entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements. Indication of the material features of the agreements, including the quotas. Where not all of the issue is underwritten, a statement of the portion not covered. Indication of the overall amount of the underwriting commission and of the placing commission

Not applicable.

5.4.4 When the underwriting agreement has been or will be reached.

Not applicable.

6. Admission to trading and dealing arrangements

6.1 (a) An indication as to whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a regulated market, other third country markets, SME Growth Market or MTF with an indication of the markets in question. This circumstance must be set out, without creating the impression that the admission to trading will necessarily be approved. (b) If known, give the earliest dates on which the securities will be admitted to trading.

The STEELCOINS are not and will not be the object of an application for admission to trading, with a view to their distribution in a Regulated Market, other third country markets, SME Growth Market or MTF.

6.2 All the regulated markets or third country markets, SME Growth Market or MTFs on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading.

As at the date of this Prospectus no STEELCOINS have been issued, there are no Regulated Markets or third country markets, SME Growth Market or MTFs on which STEELCOINS are already admitted to trading.

6.3 In the case of admission to trading on a regulated market, name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment.

Not applicable, as the STEELCOINS will not be admitted to trading on a Regulated Market.

6.4 The issue price of the securities.

The STEELCOINS are not issued at a specific issue price. Instead, each interested investor may propose to the Issuer the issue price in EUR individually, but not more than EUR 5,400 per STEELCOIN. The Issuer is free to accept or reject this offer.

For details, please see Section 3 (*Subscription, Offered Subscription Price and Subscription Amount*) of the Terms and Conditions.

7. Additional Information

7.1 If advisors connected with an issue are referred to in the securities note, a statement of the capacity in which the advisors have acted.

Not applicable.

7.2 An indication of other information in the securities note which has been audited or reviewed by statutory auditors and where auditors have produced a report. Reproduction of the report or, with permission of the competent authority, a summary of the report

Not applicable.

7.3 Credit ratings assigned to the securities at the request or with the cooperation of the issuer in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider.

Not applicable. There have not been any credit ratings assigned to the STEELCOINS at the request or with the cooperation of the Issuer in the rating process.

7.4 Where the summary is substituted in part with the information set out in point (c) to (i) of paragraph 3 of Article 8 of Regulation (EU) No 1286/2014, all such information to the extent it is not already disclosed elsewhere in the securities note, must be disclosed.

Not applicable.

VI. UNDERLYING ASSETS

[Annex 17 to COMMISSION DELEGATED REGULATION (EU) 2019/980 of 14 March 2019 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council as regards the format, content, scrutiny and approval of the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Commission Regulation (EC) No 809/2004]

1. Risk Factors

For a description of the material risks that are specific to the STEELCOINS and that may affect the Issuer's ability to fulfil its obligations under the STEELCOINS, see Part II (*Risk Factors*), in particular the *Risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities* as outlined under Part II item 1 and the *Risks that are specific to the securities being offered and/or admitted to trading* as outlined under Part II item 2.

2. Information concerning the securities to be offered/admitted to trading

2.1 Information concerning the securities

2.1.1 A clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially in the circumstances where the risks are most evident, unless the securities have a denomination per unit of at least EUR 100 000, or can only be acquired for at least EUR 100 000 per security, or are to be traded on a regulated market or a specific segment of a regulated market to which only qualified investors can have access.

The STEELCOIN(S) grant(s) the Investors a Cash Option or a Steel Goods Option at the choice of the Investor. The Investor may exercise these Options anytime with effect as of the same day during the Website working hours as outlined in the Terms and Conditions.

For details, including the calculation of the Sell Price payable if the Cash Option is exercised, please see Section 7 (*Cash Settlement: Cash Option*) of, and ANNEX .1 to the Terms and Conditions.

Since the Finished Steel Value is included in the formula to calculate the Sell Price, the development of the spot prices of orders related to products that qualify as Finished Steel Product Groups is reflected in the formula. Consequently, the higher the spot prices that FRANKSTAHL and/or the Issuer and/or other local or international steel traders place orders for Finished Steel Product Groups for are, the higher the Sell Price will be. On the other hand, if FRANKSTAHL and/or the Issuer and/or other local or international steel traders place orders for Finished Steel Product Groups at lower spot prices, and their orders are used to calculate the Finished Steel Value, the lower the Sell Price will be. Since the Formula considers recent orders completely and reduces the weighting of older orders (up to 64 calendar days), the development of the spot prices during this time influences the Sell Price.

For a description of the applicable risks, please see Part II (*Risk Factors*) Item 2 (*Risks that are specific to the securities being offered and/or admitted to trading*).

2.1.2 The expiration or maturity date of the derivative securities and their exercise date or final reference date.

The STEELCOIN has no maturity but can be terminated by the Investor anytime with effect as of the same day. Upon termination, the Investor is entitled to the Sell Price or physical Steel Goods.

2.1.3 A description of the settlement procedure of the derivative securities.

If the Investor exercises the Cash Option, the settlement will be effected through payment.

Please see Section 7 (*Cash Settlement: Cash Option*) of the Terms and Conditions.

If the Investor exercises the Steel Goods Option, the settlement will be made physically by providing Steel Goods for collection to the Investor, whereby the Issuer is free to choose between three different Collection Locations upon his sole choice. Please see Section 6 (*Physical Settlement: Steel Goods Option*) of the Terms and Conditions for details.

2.1.4 A description of: (a) how any return on derivative securities takes place; (b) the payment or delivery date; (c) the way it is calculated.

The Investor may terminate the STEELCOIN anytime with effect as of the same day.

The Investor will have to confirm the bank account details of a credit institution licensed in the European Union or the European Economic Area (the Issuer will not make payment to other bank accounts) to which the Issuer shall make payment to. In the course of exercising the Cash Option. The Issuer will instruct payment to this bank account.

For details on the calculation of the Sell Price please see [ANNEX ./1](#) to the Terms and Conditions.

For further details regarding payment, please see Section 7 (*Cash Settlement: Cash Option*) of the Terms and Conditions.

For the settlement of the Steel Goods Option, see Clause 6.6 of the Terms and Conditions for the Offered Collection Times see Clause 6.5 of the Terms and Conditions. If the Investor exercises the Steel Goods Option, the settlement will be made physically by providing Steel Goods for collection to the Investor, whereby the Issuer is free to choose between three different Collection Locations upon his sole choice.

Additionally, please see Part V (*The STEELCOINS*) item 4.7 (*A description of the rights attached to the securities, including any limitations of those rights, and procedure for the exercise of those rights:*) on how any return takes place, the payment and delivery date as well as the way the Steel Goods Option and the Cash Option are calculated.

2.2 Information concerning the underlying

2.2.1 The exercise price or the final reference price of the underlying.

The Sell Price is calculated in accordance with the Formula of the Finished Steel Value and will increased or decreased according to the development of the Finished Steel Value which

is dependent on the point of time the Cash Option is exercised, applying the Weight Reduction Schedule and the development of the purchase price € per metric ton per product group FRANKSTAHL, and/or the Issuer and/or other local or international steel traders purchases certain products for, as outlined in [ANNEX ./1](#) to the Terms and Conditions.

The Steel Goods Option is linked to the point of time the option is exercised, applying the Weight Reduction Schedule. Consequently, the amount of Steel Goods one STEELCOIN can be exercised for will decrease over time:

Weight Reduction Schedule indicating the weight reduction of the Steel Amount over time applying the following formula from 2 January 2023 on:

*Steel Amount in kg per STEELCOIN = Steel Amount in kg per STEELCOIN on the previous day * 0.97^(1/365)*

and in leap years:

*Steel Amount in kg per STEELCOIN = Steel Amount in kg per STEELCOIN on the previous day * 0.97^(1/366)*

2.2.2 A statement setting out the type of the underlying.

The Sell Price is increased or decreased according to the development of the Finished Steel Value. The Finished Steel Value is calculated pursuant to [ANNEX ./1](#) to the Terms and Conditions.

The current Finished Steel Value is included in the formula to calculate the Sell Price on a daily basis and the Sell Price is published on the Website every day.

The Finished Steel Value that forms part of the formula to calculate the Sell Price is based on the agreed purchase price of outstanding order data that is contributed by FRANKSTAHL and/or the Issuer and/or other local or international steel traders, to whose data contribution the Issuer has consented in writing. At the point of time of the Prospectus publication, FRANKSTAHL is the sole data contributor, but this might be extended in the future. Only outstanding orders for the stockholding of contributors that are ordered at a spot price and that were yet not delivered or collected and are thus outstanding are included in the calculation of the Finished Steel Value. Spot prices are prices that steel mills offer on a daily basis and are valid only for a limited period. Further, only data related to products that qualify as Finished Steel Product Groups is reflected in the formula: hot rolled sheets acc. EN 10051, welded rectangular tubes acc. EN 10219, welded round tubes acc. EN 10219, welded round tubes acc. EN 10217 and hot rolled coils acc. EN 10051. In addition, Forming Costs are deducted from the agreed purchase price of outstanding orders of Finished Steel Product Groups, by deducting a fixed percentage from the order price. The result of this calculation flows into the formula for calculating the Finished Steel Value as the "Finished Steel Price". At last, the recency of outstanding orders is taken into account by reducing the weighting that outstanding orders are included in the calculation of the Finished Steel Value, by decreasing the volume of the outstanding order by 2% per each calendar day, commencing on day 15.

Details and examples on how each part of the formula is calculated are included in [ANNEX ./1](#) to the Terms and Conditions.

The formula to calculate the Sell Price, thus reflects the purchase prices minus Forming Costs in five different hot-rolled steel products of at least one steel trader, whereby the steel traders contributing to data to the formula is not fixed. Investors should thus also consider the risk factors in relation to the calculation of the Finished Steel Value included in Part II of this Prospectus.

For clarification purposes, investors should observe that the neither the formula that is used to calculate the Sell Price, nor the part of the formula that is used to calculate the Finished Steel Value qualify as a commodity index in the meaning of the EU Benchmark Regulation, as the Finished Steel Value will not be published.

BDO has verified prior to the publication of the Prospectus whether the Issuer has established appropriate processes to ensure that the Finished Steel Value is determined in accordance with the Terms and Conditions. BDO will be commissioned to review and report on the Finished Steel Value determined in the course of the review of the annual financial statements of each calendar year to ensure that it is determined correctly in accordance with the Terms and Conditions of the issue. BDO might be replaced by the Issuer for another auditor in the future.

2.3 A description of any market disruption or settlement disruption or credit events that affect the underlying.

Please refer to the risk factors contained in Part II (*Risk Factors*) of the Prospectus in particular the *Risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities* as outlined under Part II item 1 and the Risks that are specific to the securities being offered and/or admitted to trading as outlined under Part II item 2.

2.4 Adjustment rules with relation to events concerning the underlying.

The Terms and Conditions contain specific rules for default and force majeure (Section 9) and rules that allow for ordinary and extraordinary termination of the STEELCOIN by the Issuer (Section 11).

3. Additional Information

3.1 An indication in the prospectus whether or not the issuer intends to provide post issuance information. Where the issuer has indicated that it intends to report such information, the issuer shall specify in the prospectus what information will be reported and where such information can be obtained.

The Issuer does not intend to provide post issuance information, except as provided for in Section 14 (*Website*) of the Terms and Conditions.

VII. ANNEXES

FINANCIAL STATEMENTS

Annex A:	English translation of the German language audited opening balance sheet (<i>Eröffnungsbilanz</i>) of the Issuer dated 31 March 2022 prepared in accordance with Austrian GAAP.....	F-1
Annex B:	English translation of the German language audited annual unconsolidated interim financial statements and the notes thereto of the Issuer prepared in accordance with Austrian GAAP for the period from 1 April 2022 to 15 August 2022	F-29

TRANSLATIONS OF THE SUMMARY (Part I of this Prospectus)

Annex C:	French translation / <i>Traduction en français</i>	T-1
Annex D:	Dutch translation / <i>Nederlandse vertaling</i>	T-10
Annex E:	Bulgarian translation / <i>Превод на български език</i>	T-19
Annex F:	Croatian translation / <i>hrvatski prijevod</i>	T-28
Annex G:	Greek translation / <i>Ελληνική Μετάφραση</i>	T-36
Annex H:	Danish translation / <i>Dansk Oversættelse</i>	T-45
Annex I:	Estonian translation / <i>Eesti tõlge</i>	T-53
Annex J:	Swedish translation / <i>Svensk översättning</i>	T-61
Annex K:	German translation / <i>Deutsche Übersetzung</i>	T-69
Annex L:	Hungarian translation / <i>Magyar fordítás</i>	T-78
Annex M:	Icelandic translation / <i>Íslensk þýðing</i>	T-86
Annex N:	Italian translation / <i>traduzione italiana</i>	T-94
Annex O:	Latvian translation / <i>tulkojums latviešu valodā</i>	T-103
Annex P:	Lithuanian translation / <i>Lietuviškas vertimas</i>	T-111
Annex Q:	Norwegian translation / <i>Norsk oversettelse</i>	T-119
Annex R:	Polish translation / <i>Polskie tłumaczenie</i>	T-127
Annex S:	Portuguese translation / <i>Tradução portuguesa</i>	T-136
Annex T:	Romanian translation / <i>Traducere în limba română</i>	T-145
Annex U:	Slovak translation / <i>Slovenský preklad</i>	T-154
Annex V:	Slovenian translation / <i>Slovenski prevod</i>	T-163

Annex W:	Spanish translation / <i>Traducción al español</i>	T-171
Annex X:	Czech Translation / <i>Český překlad</i>	T-180
Annex Y:	Maltese translation / <i>Traduzzjoni bil-Malti</i>	T-188

Annex A

English translation of the German language audited opening balance sheet (*Eröffnungsbilanz*) of the Issuer dated 31 March 2022 prepared in accordance with Austrian GAAP

Certified True Translation from the German Language

BDO

REPORT
on the
AUDIT OF THE OPENING BALANCE SHEET
as of 31 March 2022
of
FS Steel-Products GmbH
1020 Vienna
Praterstraße 15/3/Top 17

Vienna, 26 August 2022

213677
MIH/RIE

BDO Austria GmbH
Wirtschaftsprüfungs- und
Steuerberatungsgesellschaft
Am Belvedere 4, 1100 Vienna

Phone: +43-5-70 375-1000
Fax: +43-5-70 375-1053
Commercial Court Vienna,
FN 96046w
bdo.at

TABLE OF CONTENTS	Page
1. Audit contract and performance of the engagement	1
2. Summary of the audit results	
Findings on the legality of accounting and the opening balance sheet	2
Information provided	2
Statement of facts pursuant to sec. 273 para. 2 and para. 3 UGB (exercise of the duty to speak)	2
3. Auditors' report	
Report on the audit of the opening balance sheet	3

LIST OF ANNEXES	Annex
Opening balance sheet as of 31 March 2022	I
General terms and conditions of contract	II

ROUNDING NOTE

When adding up rounded amounts and percentages, rounding differences may occur due to the use of automatic calculation aids.

To the members of the Board of Directors of
FS Steel-Products GmbH,
Vienna

We have audited the opening balance sheet as of 31 March 2022 of

FS Steel-Products GmbH, Vienna,
(hereinafter also referred to as the "Company")

and report on the results of this audit as follows:

1. AUDIT CONTRACT AND PERFORMANCE OF THE ASSIGNMENT

We were appointed by FS Steel-Products GmbH, Vienna, to audit the opening balance sheet as of 31 March 2022. The company, represented by the Board of Directors, concluded an audit contract with us to audit the opening balance sheet as of 31 March 2022, including the accounting records in accordance with sec. 269 et seq. UGB.

The audited company is a small corporation within the meaning of sec. 221 of the Austrian Commercial Code (UGB).

The audit in question is a voluntary audit.

This audit covers whether the statutory provisions were observed in the preparation of the opening balance sheet and the accounting.

In performing our audit, we complied with laws and regulations applicable in Austria and with professional standards on the proper performance of audits. These standards require the application of International Standards on Auditing. We would like to point out that the audit of the financial statements should provide reasonable assurance that the financial statements are correct. Absolute certainty cannot be achieved, because the possibility of errors is inherent in every internal control system and, due to the sample-based audit, there is an unavoidable risk that we may not be able to detect

material misstatements in the interim financial statements remain undetected. The audit did not cover areas that are usually the subject of special audits.

We conducted the audit in August 2022 at our offices in Vienna. The audit was materially completed as of the date of this report.

Mr. Harald Micheli, MA, Certified Public Accountant, is responsible for the proper performance of the engagement.

The basis for our audit is the audit contract concluded with the company, of which the "General Engagement Terms for the Public Accounting Professions" (Annex II) issued by the Chamber of Tax Advisors and Auditors form an integral part. These engagement terms apply not only between the company and the auditor, but also vis-à-vis third parties. Our responsibility and liability for the audit is limited to a total of 2 million euros, analogous to sec. 275 para. 2 UGB (liability regulation for the audit of the financial statements of a small or medium-sized company), both vis-à-vis the company and vis-à-vis third parties.

2. SUMMARY OF THE AUDIT RESULT

FINDINGS ON THE LEGALITY OF ACCOUNTING AND THE OPENING BALANCE SHEET

In our audit procedures, we found that the statutory provisions and the principles of proper accounting were complied with.

As part of our risk- and control-oriented audit approach, we have - to the extent we deemed necessary for our audit opinion - included the internal controls in sub-areas of the accounting process in the audit.

With regard to the legality of the opening balance sheet, we refer to our comments in the audit opinion.

INFORMATION PROVIDED

The legal representatives provided the clarifications and evidence we requested. We have included a declaration of completeness signed by the legal representatives in our files.

OPINION ON FACTS PURSUANT TO SECTION 273 PARA. 2 AND PARA. 3 UGB (EXERCISE OF THE DUTY TO SPEAK)

In the performance of our duties as auditors of the financial statements, we have not identified any facts that could endanger the existence of the audited company or materially impair its development, or that indicate serious violations of the law or the Articles of Association by the legal representatives or employees. No material weaknesses in the internal controls over the financial reporting process came to our attention. The conditions for the presumption of a need for reorganisation (sec. 22 para. 1 no. 1 URG) are not met.

3. AUDITOR'S REPORT

NOTE ON THE AUDIT OF THE OPENING BALANCE SHEET

AUDIT OPINION

We have audited the opening balance sheet as of 31 March 2022 of FS Steel-Products GmbH, Vienna.

In our opinion, the accompanying opening balance sheet complies with the legal requirements and gives a true and fair view of the financial position as of 31 March 2022 in accordance with Austrian Generally Accepted Accounting Principles.

BASIS FOR THE AUDIT OPINION

We conducted our audit in accordance with Austrian Standards on Auditing. Those standards require the application of International Standards on Auditing (ISA). Our responsibilities under those provisions and standards are further described in the "Auditor's responsibilities for the audit of the opening balance sheet" section of our auditor's report. We are independent of the Company in accordance with Austrian Generally Accepted Accounting Principles and professional requirements and we have fulfilled our other professional responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion up to the date of the audit opinion.

Our responsibility and liability for the audit of the financial statements is limited to a total of EUR 2 million, analogous to sec. 275 para. 2 UGB (liability regulation for the audit of the financial statements of a small or medium-sized company) vis-à-vis the company and also vis-à-vis third parties.

RESPONSIBILITIES OF THE LEGAL REPRESENTATIVES FOR THE OPENING BALANCE SHEET

Management is responsible for the preparation and fair presentation of the opening balance sheet in accordance with Austrian Generally Accepted Accounting Principles. Furthermore, management is responsible for such internal control as management determines is necessary to enable the preparation of an opening balance sheet that is free from material misstatement, whether due to fraud or error.

In preparing the opening balance sheet, management is responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the entity or to cease operations, or has no realistic alternative but to do so.

RESPONSIBILITIES OF THE AUDITOR FOR THE AUDIT OF THE OPENING BALANCE SHEET

Our objectives are to obtain reasonable assurance about whether the opening balance sheet as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Austrian Generally Accepted Auditing Standards, which require the application of ISAs, will always detect a material misstatement, if any. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these opening financial statements.

As part of an audit in accordance with Austrian Generally Accepted Auditing Standards, which require the application of ISAs, we exercise professional judgement and maintain a critical attitude throughout the audit.

Furthermore:

- ▶ We identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design audit procedures to respond to those risks. We assess those risks and perform the audit to obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than that resulting from error because fraud may involve collusion, forgery, intentional misstatement, misrepresentation, or override of internal control.
- ▶ We obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- ▶ We assess the appropriateness of the accounting policies used by the legal representatives.

The preparation of the consolidated financial statements in accordance with International Financial Reporting Standards (IFRSs) as adopted by the EU is the responsibility of the Board of Directors.

- ▶ We draw conclusions about the appropriateness of the application of the accounting. We also evaluate the appropriateness of the accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the opening balance sheet or, if such disclosures are inadequate, to modify our opinion. We draw our conclusions on the basis of the audit evidence obtained up to the date of our audit opinion. However, future events or conditions may cause the Company to cease to continue as a going concern.
- ▶ We assess the overall presentation, structure and content of the opening balance sheet, including the disclosures, and whether the opening balance sheet represents the underlying transactions and events in a manner that achieves fair presentation.

Vienna, 26 August 2022

Company seal of BDO	
BDO Wirtschaftsprüfungs- und Steuerberatungsgesellschaft <i>signature illegible</i> ppa. Harrald Micheli, MA auditor	<i>signature illegible</i> Mag. Gerhard Posautz auditor

The publication or distribution of the interim financial statements with our auditor's report may only take place in the version certified by us. This auditor's report refers exclusively to the German-language and complete interim financial statements. For deviating versions, the provisions of sec. 281 para. 2 UGB must be observed.

FS Steel-Products GmbH
Praterstraße 15/3/Top 17
1020 Vienna

Opening Balance Sheet
prepared in accordance with the principles of the Austrian Commercial Code
as of 31.03.2022

Opening Balance Sheet

ASSETS

	status 31.3.2022
CURRENT ASSETS	
Balances with credit institutes	100.000,00
	EUR 100.000,00

LIABILITIES

	status 31.3.2022
SHARE CAPITAL	100.000,00
	EUR 100.000,00

2 signatures illegible

Chamber of Tax Advisers and Auditors

General Conditions of Contract for the Public Accounting Professions (AAB 2018)

Recommended for use by the Board of the Chamber of Tax Advisers and Auditors, last recommended in its decision of April 18, 2018

Preamble and General Items

(1) Contract within the meaning of these Conditions of Contract refers to each contract on services to be rendered by a person entitled to exercise profession in the field of public accounting exercising that profession (de facto activities as well as providing or performing legal transactions or acts, in each case pursuant to Sections 2 or 3 Austrian Public Accounting Professions Act (WTBG 2017). The parties to the contract shall hereinafter be referred to as the "contractor" on the one hand and the "client" on the other hand).

(2) The General Conditions of Contract for the professions in the field of public accounting are divided into two sections: The Conditions of Section I shall apply to contracts where the agreeing of contracts is part of the operations of the client's company (entrepreneur within the meaning of the Austrian Consumer Protection Act. They shall apply to consumer business under the Austrian Consumer Protection Act (Federal Act of March 8, 1979 / Federal Law Gazette No. 140 as amended) insofar as Section II does not provide otherwise for such business.

(3) In the event that an individual provision is void, the invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

SECTION I

1. Scope and Execution of Contract

(1) The scope of the contract is generally determined in a written agreement drawn up between the client and the contractor. In the absence of such a detailed written agreement, (2)-(4) shall apply in case of doubt:

(2) When contracted to perform tax consultation services, consultation shall consist of the following activities:

a) preparing annual tax returns for income tax and corporate tax as well as value-added tax (VAT) on the basis of the financial statements and other documents and papers required for taxation purposes and to be submitted by the client or (if so agreed) prepared by the contractor. Unless explicitly agreed otherwise, documents and papers required for taxation purposes shall be produced by the client.

b) examining the tax assessment notices for the tax returns mentioned under a).

c) negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).

d) participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).

e) participating in appeal procedures with regard to the taxes mentioned under a).

If the contractor receives a flat fee for regular tax consultation, in the absence of written agreements to the contrary, the activities mentioned under d) and e) shall be invoiced separately.

(3) Provided the preparation of one or more annual tax return(s) is part of the contract accepted, this shall not include the examination of any particular accounting conditions nor the examination of whether all relevant concessions, particularly those with regard to value added tax, have been utilized, unless the person entitled to exercise the profession can prove that he/she has been commissioned accordingly.

(4) In each case, the obligation to render other services pursuant to Sections 2 and 3 WTBG 2017 requires for the contractor to be separately and verifiably commissioned.

(5) The aforementioned paragraphs (2) to (4) shall not apply to services requiring particular expertise provided by an expert.

(6) The contractor is not obliged to render any services, issue any warnings or provide any information beyond the scope of the contract.

(7) The contractor shall have the right to engage suitable staff and other performing agents (subcontractors) for the execution of the contract as well as to have a person entitled to exercise the profession substitute for him/her in executing the contract. Staff within the meaning of these Conditions of Contract refers to all persons who support the contractor in his/her operating activities on a regular or permanent basis, irrespective of the type of underlying legal transaction.

(8) In rendering his/her services, the contractor shall exclusively take into account Austrian law; foreign law shall only be taken into account if this has been explicitly agreed upon in writing.

(9) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the contractor shall not be obliged to inform the client of changes or of the consequences thereof. This shall also apply to the completed parts of a contract.

(10) The client shall be obliged to make sure that the data made available by him/her may be handled by the contractor in the course of rendering the services. In this context, the client shall particularly but not exclusively comply with the applicable provisions under data protection law and labor law.

(11) Unless explicitly agreed otherwise, if the contractor electronically submits an application to an authority, he/she acts only as a messenger and this does not constitute a declaration of intent or knowledge attributable to him/her or a person authorized to submit the application.

(12) The client undertakes not to employ persons that are or were staff of the contractor during the contractual relationship, during and within one year after termination of the contractual relationship, either in his/her company or in an associated company, failing which he/she shall be obliged to pay the contractor the amount of the annual salary of the member of staff taken over.

2. Client's Obligation to Provide Information and Submit Complete Set of Documents

(1) The client shall make sure that all documents required for the execution of the contract be placed without special request at the disposal of the contractor at the agreed date, and in good time if no such date has been agreed, and that he/she be informed of all events and circumstances which may be of significance for the execution of the contract. This shall also apply to documents, events and circumstances which become known only after the contractor has commenced his/her work.

(2) The contractor shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and to base the contract on them. The contractor shall not be obliged to identify any errors unless agreed separately in writing. This shall particularly apply to the correctness and completeness of bills. However, he/she is obliged to inform the client of any errors identified by him/her. In case of financial criminal proceedings he/she shall protect the rights of the client.

(3) The client shall confirm in writing that all documents submitted, all information provided and explanations given in the context of audits, expert opinions and expert services are complete.

(4) If the client fails to disclose considerable risks in connection with the preparation of financial statements and other statements, the contractor shall not be obliged to render any compensation insofar as these risks materialize.

(5) Dates and time schedules stated by the contractor for the completion of the contractor's products or parts thereof are best estimates and, unless otherwise agreed in writing, shall not be binding. The same applies to any estimates of fees: they are prepared to best of the contractor's knowledge; however, they shall always be non-binding.

(6) The client shall always provide the contractor with his/her current contact details (particularly the delivery address). The contractor may rely on the validity of the contact details most recently provided by the client, particularly have deliveries made to the most recently provided address, until such time as new contact details are provided.

3. Safeguarding of Independence

(1) The client shall be obliged to take all measures to prevent that the independence of the staff of the contractor be jeopardized and shall himself/herself refrain from jeopardizing their independence in any way. In particular, this shall apply to offers of employment and to offers to accept contracts on their own account.

(2) The client acknowledges that his/her personal details required in this respect, as well as the type and scope of the services, including the performance period agreed between the contractor and the client for the services (both audit and non-audit services), shall be handled within a network (if any) to which the contractor belongs, and for this purpose transferred to the other members of the network including abroad for the purpose of examination of the existence of grounds of bias or grounds for exclusion and conflicts of interest. For this purpose the client expressly releases the contractor in accordance with the Data Protection Act and in accordance with Section 80 (4) No. 2 WTBG 2017 from his/her obligation to maintain secrecy. The client can revoke the release from the obligation to maintain secrecy at any time.

4. Reporting Requirements

(1) (Reporting by the contractor) In the absence of an agreement to the contrary, a written report shall be drawn up in the case of audits and expert opinions.

(2) (Communication to the client) All contract-related information and opinions, including reports, (all declarations of knowledge) of the contractor, his/her staff, other performing agents or substitutes ("professional statements") shall only be binding provided they are set down in writing. Professional statements in electronic file formats which are made, transferred or confirmed by fax or e-mail or using similar types of electronic communication (that can be stored and reproduced but is not oral, i.e. e.g. text messages but not telephone) shall be deemed as set down in writing; this shall only apply to professional statements. The client bears the risk that professional statements may be issued by persons not entitled to do so as well as the transfer risk of such professional statements.

(3) (Communication to the client) The client hereby consents to the contractor communicating with the client (e.g. by e-mail) in an unencrypted manner. The client declares that he/she has been informed of the risks arising from the use of electronic communication (particularly access to, maintaining secrecy of, changing of messages in the course of transfer). The contractor, his/her staff, other performing agents or substitutes are not liable for any losses that arise as a result of the use of electronic means of communication.

(4) (Communication to the contractor) Receipt and forwarding of information to the contractor and his/her staff are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other types of electronic communication. As a result, instructions and important information shall only be deemed to have been received by the contractor provided they are also received physically (not by telephone, orally or electronically), unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not constitute such explicit confirmations of receipt. This shall apply in particular to the transmission of decisions and other information relating to deadlines. As a result, critical and important notifications must be sent to the contractor by mail or courier. Delivery of documents to staff outside the firm's offices shall not count as delivery.

(5) (General) In writing shall mean, insofar as not otherwise laid down in Item 4. (2), written form within the meaning of Section 886 Austrian Civil Code (ABGB) (confirmed by signature). An advanced electronic signature (Art. 26 eIDAS Regulation (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Section 886 ABGB (confirmed by signature) insofar as this is at the discretion of the parties to the contract.

(6) (Promotional information) The contractor will send recurrent general tax law and general commercial law information to the client electronically (e.g. by e-mail). The client acknowledges that he/she has the right to object to receiving direct advertising at any time.

5. Protection of Intellectual Property of the Contractor

(1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the contractor, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 (3) Austrian Income Tax Act 1988). Furthermore, professional statements made orally or in writing by the contractor may be passed on to a third party for use only with the written consent of the contractor.

(2) The use of professional statements made orally or in writing by the contractor for promotional purposes shall not be permitted; a violation of this provision shall give the contractor the right to terminate without notice to the client all contracts not yet executed.

(3) The contractor shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the contractor.

6. Correction of Errors

(1) The contractor shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement made orally or in writing which subsequently come to light and shall be obliged to inform the client thereof without delay. He/she shall also have the right to inform a third party acquainted with the original professional statement of the change.

(2) The client has the right to have all errors corrected free of charge if the contractor can be held responsible for them; this right will expire six months after completion of the services rendered by the contractor and/or – in cases where a written professional statement has not been delivered – six months after the contractor has completed the work that gives cause to complaint.

(3) If the contractor fails to correct errors which have come to light, the client shall have the right to demand a reduction in price. The extent to which additional claims for damages can be asserted is stipulated under Item 7.

7. Liability

(1) All liability provisions shall apply to all disputes in connection with the contractual relationship, irrespective of the legal grounds. The contractor is liable for losses arising in connection with the contractual relationship (including its termination) only in case of willful intent and gross negligence. The applicability of Section 1298 2nd Sentence ABGB is excluded.

(2) In cases of gross negligence, the maximum liability for damages due from the contractor is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 WTBG 2017 as amended.

(3) The limitation of liability pursuant to Item 7. (2) refers to the individual case of damages. The individual case of damages includes all consequences of a breach of duty regardless of whether damages arose in one or more consecutive years. In this context, multiple acts or failures to act that are based on the same or similar source of error as one consistent breach of duty if the matters concerned are legally and economically connected. Single damages remain individual cases of damage even if they are based on several breaches of duty. Furthermore, the contractor's liability for loss of profit as well as collateral, consequential, incidental or similar losses is excluded in case of willful damage.

(4) Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but no later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

(5) Should Section 275 Austrian Commercial Code (UGB) be applicable (due to a criminal offense), the liability provisions contained therein shall apply even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place and irrespective of whether other participants have acted with intent.

(6) In cases where a formal auditor's report is issued, the applicable limitation period shall commence no later than at the time the said auditor's report was issued.

(7) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, any warranty claims and claims for damages which arise against the third party according to law and contract shall be deemed as having been passed on to the client once the client has been informed of them. Item 4. (3) notwithstanding, in such a case the contractor shall only be liable for fault in choosing the third party.

(8) The contractor's liability to third parties is excluded in any case. If third parties come into contact with the contractor's work in any manner due to the client, the client shall expressly clarify this fact to them. Insofar as such exclusion of liability is not legally permissible or a liability to third parties has been assumed by the contractor in exceptional cases, these limitations of liability shall in any case also apply to third parties on a subsidiary basis. In any case, a third party cannot raise any claims that go beyond any claim raised by the client. The maximum sum of liability shall be valid only once for all parties injured, including the compensation claims of the client, even if several persons (the client and a third party or several third parties) have sustained losses; the claims of the parties injured shall be satisfied in the order in which the claims have been raised. The client will indemnify and hold harmless the contractor and his/her staff against any claims by third parties in connection with professional statements made orally or in writing by the contractor and passed on to these third parties.

(9) Item 7. shall also apply to any of the client's liability claims to third parties (performing agents and vicarious agents of the contractor) and to substitutes of the contractor relating to the contractual relationship.

8. Secrecy, Data Protection

(1) According to Section 80 WTBG 2017 the contractor shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his/her work for the client, unless the client releases him/her from this duty or he/she is bound by law to deliver a statement.

(2) Insofar as it is necessary to pursue the contractor's claims (particularly claims for fees) or to dispute claims against the contractor (particularly claims for damages raised by the client or third parties against the contractor), the contractor shall be released from his/her professional obligation to maintain secrecy.

(3) The contractor shall be permitted to hand on reports, expert opinions and other written statements pertaining to the results of his/her services to third parties only with the permission of the client, unless he/she is required to do so by law.

(4) The contractor is a data protection controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed under the contract. The contractor is thus authorized to process personal data entrusted to him/her within the limits of the contract. The material made available to the contractor (paper and data carriers) shall generally be handed to the client or to third parties appointed by the client after the respective rendering of services has been completed, or be kept and destroyed by the contractor if so agreed. The contractor is authorized to keep copies thereof insofar as he/she needs them to appropriately document his/her services or insofar as it is required by law or customary in the profession.

(5) If the contractor supports the client in fulfilling his/her duties to the data subjects arising from the client's function as data protection controller, the contractor shall be entitled to charge the client for the actual efforts undertaken. The same shall apply to efforts undertaken for information with regard to the contractual relationship which is provided to third parties after having been released from the obligation to maintain secrecy to third parties by the client.

9. Withdrawal and Cancellation („Termination“)

(1) The notice of termination of a contract shall be issued in writing (see also Item 4. (4) and (5)). The expiry of an existing power of attorney shall not result in a termination of the contract.

(2) Unless otherwise agreed in writing or stipulated by force of law, either contractual partner shall have the right to terminate the contract at any time with immediate effect. The fee shall be calculated according to Item 11.

(3) However, a continuing agreement (fixed-term or open-ended contract on – even if not exclusively – the rendering of repeated individual services, also with a flat fee) may, without good reason, only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.

(4) After notice of termination of a continuing agreement and unless otherwise stipulated in the following, only those individual tasks shall still be completed by the contractor (list of assignments to be completed) that can (generally) be completed fully within the period of notice insofar as the client is notified in writing within one month after commencement of the termination notice period within the meaning of Item 4. (2). The list of assignments to be completed shall be completed within the termination period if all documents required are provided without delay and if no good reason exists that impedes completion.

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any such assignments exceeding this number shall be regarded as assignments to be completed only with the client's explicit consent. If applicable, the client shall be informed of this explicitly in the statement pursuant to Item 9. (4).

10. Termination in Case of Default in Acceptance and Failure to Cooperate on the Part of the Client and Legal Impediments to Execution

(1) If the client defaults on acceptance of the services rendered by the contractor or fails to carry out a task incumbent on him/her either according to Item 2. or imposed on him/her in another way, the contractor shall have the right to terminate the contract without prior notice. The same shall apply if the client requests a way to execute (also partially) the contract that the contractor reasonably believes is not in compliance with the legal situation or professional principles. His/her fees shall be calculated according to Item 11. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the contractor for the extra time and labor hereby expended as well as for the damage caused, if the contractor does not invoke his/her right to terminate the contract.

(2) For contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, a termination without prior notice by the contractor is permissible under Item 10. (1) if the client verifiably fails to cooperate twice as laid down in Item 2. (1).

11. Entitlement to Fee

(1) If the contract fails to be executed (e.g. due to withdrawal or cancellation), the contractor shall be entitled to the negotiated compensation (fee), provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client, whereby a merely contributory negligence by the contractor in this respect shall be excluded; in this case the contractor need not take into account the amount he/she obtained or failed to obtain through alternative use of his/her own professional services or those of his/her staff.

(2) If a continuing agreement is terminated, the negotiated compensation for the list of assignments to be completed shall be due upon completion or in case completion fails due to reasons attributable to the client (reference is made to Item 11. (1)). Any flat fees negotiated shall be calculated according to the services rendered up to this point.

(3) If the client fails to cooperate and the assignment cannot be carried out as a result, the contractor shall also have the right to set a reasonable grace period on the understanding that, if this grace period expires without results, the contract shall be deemed ineffective and the consequences indicated in Item 11. (1) shall apply.

(4) If the termination notice period under Item 9. (3) is not observed by the client as well as if the contract is terminated by the contractor in accordance with Item 10. (2), the contractor shall retain his/her right to receive the full fee for three months.

12. Fee

(1) Unless the parties explicitly agreed that the services would be rendered free of charge, an appropriate remuneration in accordance with Sections 1004 and 1152 ABGB is due in any case. Amount and type of the entitlement to the fee are laid down in the agreement negotiated between the contractor and his/her client. Unless a different agreement has verifiably been reached, payments made by the client shall in all cases be credited against the oldest debt.

(2) The smallest service unit which may be charged is a quarter of an hour.

(3) Travel time to the extent required is also charged.

(4) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the contractor in his/her own office may also be charged as a special item.

(5) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or due to special requirements of the client, the contractor shall notify the client thereof and additional negotiations for the agreement of a more suitable remuneration shall take place (also in case of inadequate flat fees).

(6) The contractor includes charges for supplementary costs and VAT in addition to the above, including but not limited to the following (7) to (9):

(7) Chargeable supplementary costs also include documented or flat-rate cash expenses, traveling expenses (first class for train journeys), per diems, mileage allowance, copying costs and similar supplementary costs.

(8) Should particular third party liabilities be involved, the corresponding insurance premiums (including insurance tax) also count as supplementary costs.

(9) Personnel and material expenses for the preparation of reports, expert opinions and similar documents are also viewed as supplementary costs.

(10) For the execution of a contract wherein joint completion involves several contractors, each of them will charge his/her own compensation.

(11) In the absence of any other agreements, compensation and advance payments are due immediately after they have been requested in writing. Where payments of compensation are made later than 14 days after the due date, default interest may be charged. Where mutual business transactions are concerned, a default interest rate at the amount stipulated in Section 456 1st and 2nd Sentence UGB shall apply.

(12) Statutory limitation is in accordance with Section 1486 of ABGB, with the period beginning at the time the service has been completed or upon the issuing of the bill within an appropriate time limit at a later point.

(13) An objection may be raised in writing against bills presented by the contractor within 4 weeks after the date of the bill. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(14) Application of Section 934 ABGB within the meaning of Section 351 UGB, i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

(15) If a flat fee has been negotiated for contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, in the absence of written agreements to the contrary, representation in matters concerning all types of tax audits and audits of payroll-related taxes and social security contributions including settlements concerning tax assessments and the basis for contributions, preparation of reports, appeals and the like shall be invoiced separately. Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.

(16) Particular individual services in connection with the services mentioned in Item 12. (15), in particular ascertaining whether the requirements for statutory social security contributions are met, shall be dealt with only on the basis of a specific contract.

(17) The contractor shall have the right to ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. As regards continuing agreements, the rendering of further services may be denied until payment of previous services (as well as any advance payments under Sentence 1) has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(18) With the exception of obvious essential errors, a complaint concerning the work of the contractor shall not justify even only the partial retention of fees, other compensation, reimbursements and advance payments (remuneration) owed to him/her in accordance with Item 12.

(19) Offsetting the remuneration claims made by the contractor in accordance with Item 12. shall only be permitted if the demands are uncontested and legally valid.

13. Other Provisions

(1) With regard to Item 12. (17), reference shall be made to the legal right of retention (Section 471 ABGB, Section 369 UGB); if the right of retention is wrongfully exercised, the contractor shall generally be liable pursuant to Item 7. or otherwise only up to the outstanding amount of his/her fee.

(2) The client shall not be entitled to receive any working papers and similar documents prepared by the contractor in the course of fulfilling the contract. In the case of contract fulfillment using electronic accounting systems the contractor shall be entitled to delete the data after handing over all data based thereon – which were prepared by the contractor in relation to the contract and which the client is obliged to keep – to the client and/or the succeeding public accountant in a structured, common and machine-readable format. The contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy) for handing over such data in a structured, common and machine-readable format. If handing over such data in a structured, common and machine-readable format is impossible or unfeasible for special reasons, they may be handed over in the form of a full print-out instead. In such a case, the contractor shall not be entitled to receive a fee.

(3) At the request and expense of the client, the contractor shall hand over all documents received from the client within the scope of his/her activities. However, this shall not apply to correspondence between the contractor and his/her client and to original documents in his/her possession and to documents which are required to be kept in accordance with the legal anti-money laundering provisions applicable to the contractor. The contractor may make copies or duplicates of the documents to be returned to the client. Once such documents have been transferred to the client, the contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy).

(4) The client shall fetch the documents handed over to the contractor within three months after the work has been completed. If the client fails to do so, the contractor shall have the right to return them to the client at the cost of the client or to charge an appropriate fee (Item 12. shall apply by analogy) if the contractor can prove that he/she has asked the client twice to pick up the documents handed over. The documents may also further be kept by third parties at the expense of the client. Furthermore, the contractor is not liable for any consequences arising from damage, loss or destruction of the documents.

(5) The contractor shall have the right to compensation of any fees that are due by use of any available deposited funds, clearing balances, trust funds or other liquid funds at his/her disposal, even if these funds are explicitly intended for safekeeping, if the client had to have anticipated the counterclaim of the contractor.

(6) To secure an existing or future fee payable, the contractor shall have the right to transfer a balance held by the client with the tax office or another balance held by the client in connection with charges and contributions, to a trust account. In this case the client shall be informed of the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability of the fee by execution has been declared.

14. Applicable Law, Place of Performance, Jurisdiction

(1) The contract, its execution and the claims resulting from it shall be exclusively governed by Austrian law, excluding national referral rules.

(2) The place of performance shall be the place of business of the contractor.

(3) In absence of a written agreement stipulating otherwise, the place of jurisdiction is the competent court of the place of performance.

SECTION II

15. Supplementary Provisions for Consumer Transactions

(1) Contracts between public accountants and consumers shall fall under the obligatory provisions of the Austrian Consumer Protection Act (KSChG).

(2) The contractor shall only be liable for the willful and grossly negligent violation of the obligations assumed.

(3) Contrary to the limitation laid down in Item 7. (2), the duty to compensate on the part of the contractor shall not be limited in case of gross negligence.

(4) Item 6. (2) (period for right to correction of errors) and Item 7. (4) (asserting claims for damages within a certain period) shall not apply.

(5) Right of Withdrawal pursuant to Section 3 KSChG:

If the consumer has not made his/her contract statement in the office usually used by the contractor, he/she may withdraw from the contract application or the contract proper. This withdrawal may be declared until the contract has been concluded or within one week after its conclusion; the period commences as soon as a document has been handed over to the consumer which contains at least the name and the address of the contractor as well as instructions on the right to withdraw from the contract, but no earlier than the conclusion of the contract. The consumer shall not have the right to withdraw from the contract

1. if the consumer himself/herself established the business relationship concerning the conclusion of this contract with the contractor or his/her representative,

2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their representatives, or

3. in case of contracts where the mutual services have to be rendered immediately, if the contracts are usually concluded outside the offices of the contractors, and the fee agreed upon does not exceed €15.

In order to become legally effective, the withdrawal shall be declared in writing. It is sufficient if the consumer returns a document that contains his/her contract declaration or that of the contractor to the contractor with a note which indicates that the consumer rejects the conclusion or the maintenance of the contract. It is sufficient if this declaration is dispatched within one week.

If the consumer withdraws from the contract according to Section 3 KSChG,

1. the contractor shall return all benefits received, including all statutory interest, calculated from the day of receipt, and compensate the consumer for all necessary and useful expenses incurred in this matter,

2. the consumer shall pay for the value of the services rendered by the contractor as far as they are of a clear and predominant benefit to him/her.

According to Section 4 (3) KSChG, claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 Austrian KSChG:

The consumer shall pay for the preparation of a cost estimate by the contractor in accordance with Section 1170a ABGB only if the consumer has been notified of this payment obligation beforehand.

If the contract is based on a cost estimate prepared by the contractor, its correctness shall be deemed warranted as long as the opposite has not been explicitly declared.

(7) Correction of Errors: Supplement to Item 6.:

If the contractor is obliged under Section 932 ABGB to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred. If it is in the interest of the consumer to have the work and the documents transferred by the contractor, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Shall apply instead of Item 14. (3)

If the domicile or the usual residence of the consumer is within the country or if he/she is employed within the country, in case of an action against him/her according to Sections 88, 89, 93 (2) and 104 (1) Austrian Court Jurisdiction Act (JN), the only competent courts shall be the courts of the districts where the consumer has his/her domicile, usual residence or place of employment.

(9) Contracts on Recurring Services:

(a) Contracts which oblige the contractor to render services and the consumer to effect repeated payments and which have been concluded for an indefinite period or a period exceeding one year may be terminated by the consumer at the end of the first year, and after the first year at the end of every six months, by adhering to a two-month period of notice.

(b) If the total work is regarded as a service that cannot be divided on account of its character, the extent and price of which is determined already at the conclusion of the contract, the first date of termination may be postponed until the second year has expired. In case of such contracts the period of notice may be extended to a maximum of six months.

(c) If the execution of a certain contract indicated in lit. a) requires considerable expenses on the part of the contractor and if he/she informed the consumer about this no later than at the time the contract was concluded, reasonable dates of termination and periods of notice which deviate from lit. a) and b) and which fit the respective circumstances may be agreed.

(d) If the consumer terminates the contract without complying with the period of notice, the termination shall become effective at the next termination date which follows the expiry of the period of notice.

With reference to my official oath, I herewith certify the exact conformity of the above translation with the document attached hereto.-----

In witness whereof I have hereunto given my signature and affixed my seal as a translator in English and German sworn to Austrian Courts.-----

Vienna, this September 6th, 2022.-----



Marliese Mejstrik

BERICHT
über die
PRÜFUNG DER ERÖFFNUNGSBILANZ
zum 31. März 2022
der
FS Steel-Products GmbH

1020 Wien
Praterstraße 15/3/Top 17

Wien, 26. August 2022

<i>INHALTSVERZEICHNIS</i>	Seite
1. Prüfungsvertrag und Auftragsdurchführung	1
2. Zusammenfassung des Prüfungsergebnisses	2
Feststellungen zur Gesetzmäßigkeit von Buchführung und Eröffnungsbilanz	2
Erteilte Auskünfte	2
Stellungnahme zu Tatsachen nach § 273 Abs. 2 und Abs. 3 UGB (Ausübung der Redepflicht)	2
3. Bestätigungsvermerk	3
Vermerk über die Prüfung der Eröffnungsbilanz	3

<i>BEILAGENVERZEICHNIS</i>	Beilage
Eröffnungsbilanz zum 31. März 2022	I
Allgemeine Auftragsbedingungen	II

RUNDUNGSHINWEIS

Bei der Summierung von gerundeten Beträgen und Prozentangaben können durch Verwendung automatischer Rechenhilfen rundungsbedingte Rechendifferenzen auftreten.

An die Mitglieder der Geschäftsführung der
FS Steel-Products GmbH,
Wien

Wir haben die Prüfung der Eröffnungsbilanz zum 31. März 2022 der

**FS Steel-Products GmbH,
Wien,**
(im Folgenden auch kurz "Gesellschaft" genannt)

abgeschlossen und erstatten über das Ergebnis dieser Prüfung den folgenden Bericht:

1. PRÜFUNGSVERTRAG UND AUFTRAGSDURCHFÜHRUNG

Wir wurden von der Gesellschaft FS Steel-Products GmbH, Wien, zum Abschlussprüfer der Eröffnungsbilanz zum 31. März 2022 gewählt. Die Gesellschaft, vertreten durch die Geschäftsführung, schloss mit uns einen Prüfungsvertrag, die Eröffnungsbilanz zum 31. März 2022 unter Einbeziehung der Buchführung gemäß §§ 269ff UGB zu prüfen.

Bei der geprüften Gesellschaft handelt es sich um eine kleine Kapitalgesellschaft im Sinn des § 221UGB.

Bei der gegenständlichen Prüfung handelt es sich um eine freiwillige Prüfung.

Diese Prüfung erstreckt sich darauf, ob bei der Erstellung der Eröffnungsbilanz und der Buchführung die gesetzlichen Vorschriften beachtet wurden.

Bei unserer Prüfung beachteten wir die in Österreich geltenden gesetzlichen Vorschriften und die berufsüblichen Grundsätze ordnungsgemäßer Durchführung von Abschlussprüfungen. Diese Grundsätze erfordern die Anwendung der internationalen Prüfungsstandards (International Standards on Auditing). Wir weisen darauf hin, dass die Abschlussprüfung mit hinreichender Sicherheit die Richtigkeit des Abschlusses gewährleisten soll. Eine absolute Sicherheit lässt sich nicht erreichen, weil jedem internen Kontrollsystem die Möglichkeit von Fehlern immanent ist und auf Grund der stichprobengestützten Prüfung ein unvermeidbares Risiko besteht, dass we-

sentliche falsche Darstellungen im Zwischenabschluss unentdeckt bleiben. Die Prüfung erstreckte sich nicht auf Bereiche, die üblicherweise den Gegenstand von Sonderprüfungen bilden.

Wir führten die Prüfung im August 2022 in den Räumen unserer Kanzlei in Wien durch. Die Prüfung wurde mit dem Datum dieses Berichtes materiell abgeschlossen.

Für die ordnungsgemäße Durchführung des Auftrages ist Herr Harald Micheli, MA, Wirtschaftsprüfer, verantwortlich.

Grundlage für unsere Prüfung ist der mit der Gesellschaft abgeschlossene Prüfungsvertrag, bei dem die von der Kammer der Steuerberater und Wirtschaftsprüfer herausgegebenen "Allgemeinen Auftragsbedingungen für Wirtschaftstreuhandberufe" (Beilage II) einen integrierten Bestandteil bilden. Diese Auftragsbedingungen gelten nicht nur zwischen der Gesellschaft und dem Abschlussprüfer, sondern auch gegenüber Dritten. Unsere Verantwortlichkeit und Haftung bei der Prüfung ist analog zu § 275 Abs. 2 UGB (Haftungsregelung bei der Abschlussprüfung einer kleinen oder mittelgroßen Gesellschaft) gegenüber der Gesellschaft aber auch gegenüber Dritten mit insgesamt 2 Millionen Euro begrenzt.

2. ZUSAMMENFASSUNG DES PRÜFUNGSERGEBNISSES

FESTSTELLUNGEN ZUR GESETZMÄßIGKEIT VON BUCHFÜHRUNG UND ERÖFFNUNGSBILANZ

Bei unseren Prüfungshandlungen stellten wir die Einhaltung der gesetzlichen Vorschriften und der Grundsätze ordnungsmäßiger Buchführung fest.

Im Rahmen unseres risiko- und kontrollorientierten Prüfungsansatzes haben wir – soweit wir dies für unsere Prüfungsaussage für notwendig erachteten – die internen Kontrollen in Teilbereichen des Rechnungslegungsprozesses in die Prüfung einbezogen.

Hinsichtlich der Gesetzmäßigkeit der Eröffnungsbilanz verweisen wir auf unsere Ausführungen im Bestätigungsvermerk.

ERTEILTE AUSKÜNFTE

Die gesetzlichen Vertreter erteilten die von uns verlangten Aufklärungen und Nachweise. Eine von den gesetzlichen Vertretern unterfertigte Vollständigkeitserklärung haben wir zu unseren Akten genommen.

STELLUNGNAHME ZU TATSACHEN NACH § 273 ABS. 2 UND ABS. 3 UGB (AUSÜBUNG DER REDEPFLICHT)

Bei Wahrnehmung unserer Aufgaben als Abschlussprüfer haben wir keine Tatsachen festgestellt, die den Bestand der geprüften Gesellschaft gefährden oder ihre Entwicklung wesentlich beeinträchtigen können oder die schwerwiegende Verstöße der gesetzlichen Vertreter oder von Arbeitnehmern gegen Gesetz oder Gesellschaftsvertrag erkennen lassen. Wesentliche Schwächen bei den internen Kontrollen des Rechnungslegungsprozesses sind uns nicht zur Kenntnis gelangt. Die Voraussetzungen für die Vermutung eines Reorganisationsbedarfs (§ 22 Abs. 1 Z 1 URG) sind nicht gegeben.

3. BESTÄTIGUNGSVERMERK

VERMERK ÜBER DIE PRÜFUNG DER ERÖFFNUNGSBILANZ

PRÜFUNGSURTEIL

Wir haben die Eröffnungsbilanz zum 31. März 2022 der FS Steel-Products GmbH, Wien, geprüft.

Nach unserer Beurteilung entspricht die beigefügte Eröffnungsbilanz den gesetzlichen Vorschriften und vermittelt ein möglichst getreues Bild der Vermögens- und Finanzlage zum 31. März 2022 in Übereinstimmung mit den österreichischen unternehmensrechtlichen Vorschriften.

GRUNDLAGE FÜR DAS PRÜFUNGSURTEIL

Wir haben unsere Abschlussprüfung in Übereinstimmung mit den österreichischen Grundsätzen ordnungsmäßiger Abschlussprüfung durchgeführt. Diese Grundsätze erfordern die Anwendung der International Standards on Auditing (ISA). Unsere Verantwortlichkeiten nach diesen Vorschriften und Standards sind im Abschnitt „Verantwortlichkeiten des Abschlussprüfers für die Prüfung der Eröffnungsbilanz“ unseres Bestätigungsvermerks weitergehend beschrieben. Wir sind von der Gesellschaft unabhängig in Übereinstimmung mit den österreichischen unternehmensrechtlichen und berufsrechtlichen Vorschriften, und wir haben unsere sonstigen beruflichen Pflichten in Übereinstimmung mit diesen Anforderungen erfüllt. Wir sind der Auffassung, dass die von uns erlangten Prüfungsnachweise bis zum Datum des Bestätigungsvermerkes ausreichend und geeignet sind, um als Grundlage für unser Prüfungsurteil zu diesem Datum zu dienen.

Unsere Verantwortlichkeit und Haftung bei der Abschlussprüfung ist analog zu § 275 Abs. 2 UGB (Haftungsregelung bei der Abschlussprüfung einer kleinen oder mittelgroßen Gesellschaft) gegenüber der Gesellschaft und auch gegenüber Dritten mit insgesamt 2 Millionen Euro begrenzt.

VERANTWORTLICHKEITEN DER GESETZLICHEN VERTRETER FÜR DIE ERÖFFNUNGSBILANZ

Die gesetzlichen Vertreter sind verantwortlich für die Aufstellung der Eröffnungsbilanz und dafür, dass diese in Übereinstimmung mit den österreichischen unternehmensrechtlichen Vorschriften ein möglichst getreues Bild der Vermögens- und Finanzlage der Gesellschaft vermittelt. Ferner sind die gesetzlichen Vertreter verantwortlich für die internen Kontrollen, die sie als notwendig erachten, um die Aufstellung einer Eröffnungsbilanz zu ermöglichen, der frei von wesentlichen falschen Darstellungen aufgrund von dolosen Handlungen oder Irrtümern ist.

Bei der Aufstellung der Eröffnungsbilanz sind die gesetzlichen Vertreter dafür verantwortlich, die Fähigkeit der Gesellschaft zur Fortführung der Unternehmenstätigkeit zu beurteilen, Sachverhalte im Zusammenhang mit der Fortführung der Unternehmenstätigkeit – sofern einschlägig – anzugeben, sowie dafür, den Rechnungslegungsgrundsatz der Fortführung der Unternehmenstätigkeit anzuwenden, es sei denn, die gesetzlichen Vertreter beabsichtigten, entweder die Gesellschaft zu liquidieren oder die Unternehmenstätigkeit einzustellen, oder haben keine realistische Alternative dazu.

VERANTWORTLICHKEITEN DES ABSCHLUSSPRÜFERS FÜR DIE PRÜFUNG DER ERÖFFNUNGSBILANZ

Unsere Ziele sind, hinreichende Sicherheit darüber zu erlangen, ob die Eröffnungsbilanz als Ganzes frei von wesentlichen falschen Darstellungen aufgrund von dolosen Handlungen oder Irrtümern ist und einen Bestätigungsvermerk zu erteilen, der unser Prüfungsurteil beinhaltet. Hinreichende Sicherheit ist ein hohes Maß an Sicherheit, aber keine Garantie dafür, dass eine in Übereinstimmung mit den österreichischen Grundsätzen ordnungsmäßiger Abschlussprüfung, die die Anwendung der ISA erfordern, durchgeführte Abschlussprüfung eine wesentliche falsche Darstellung, falls eine solche vorliegt, stets aufdeckt. Falsche Darstellungen können aus dolosen Handlungen oder Irrtümern resultieren und werden als wesentlich angesehen, wenn von ihnen einzeln oder insgesamt vernünftigerweise erwartet werden könnte, dass sie die auf der Grundlage dieser Eröffnungsbilanz getroffenen wirtschaftlichen Entscheidungen von Nutzern beeinflussen.

Als Teil einer Abschlussprüfung in Übereinstimmung mit den österreichischen Grundsätzen ordnungsmäßiger Abschlussprüfung, die die Anwendung der ISA erfordern, üben wir während der gesamten Abschlussprüfung pflichtgemäßes Ermessen aus und bewahren eine kritische Grundhaltung.

Darüber hinaus gilt:

- ▶ Wir identifizieren und beurteilen die Risiken wesentlicher falscher Darstellungen aufgrund von dolosen Handlungen oder Irrtümern im Abschluss, planen Prüfungshandlungen als Reaktion auf diese Risiken, führen sie durch und erlangen Prüfungsnachweise, die ausreichend und geeignet sind, um als Grundlage für unser Prüfungsurteil zu dienen. Das Risiko, dass aus dolosen Handlungen resultierende wesentliche falsche Darstellungen nicht aufgedeckt werden, ist höher als ein aus Irrtümern resultierendes, da dolose Handlungen kollusives Zusammenwirken, Fälschungen, beabsichtigte Unvollständigkeiten, irreführende Darstellungen oder das Außerkraftsetzen interner Kontrollen beinhalten können.
- ▶ Wir gewinnen ein Verständnis von dem für die Abschlussprüfung relevanten internen Kontrollsystem, um Prüfungshandlungen zu planen, die unter den gegebenen Umständen angemessen sind, jedoch nicht mit dem Ziel, ein Prüfungsurteil zur Wirksamkeit des internen Kontrollsystems der Gesellschaft abzugeben.
- ▶ Wir beurteilen die Angemessenheit der von den gesetzlichen Vertretern angewandten Rech-

nungslegungsmethoden sowie die Vertretbarkeit der von den gesetzlichen Vertretern dargestellten geschätzten Werte in der Rechnungslegung und damit zusammenhängende Angaben.

- ▶ Wir ziehen Schlussfolgerungen über die Angemessenheit der Anwendung des Rechnungslegungsgrundsatzes der Fortführung der Unternehmenstätigkeit durch die gesetzlichen Vertreter sowie, auf der Grundlage der erlangten Prüfungsnachweise, ob eine wesentliche Unsicherheit im Zusammenhang mit Ereignissen oder Gegebenheiten besteht, die erhebliche Zweifel an der Fähigkeit der Gesellschaft zur Fortführung der Unternehmenstätigkeit aufwerfen können. Falls wir die Schlussfolgerung ziehen, dass eine wesentliche Unsicherheit besteht, sind wir verpflichtet, in unserem Bestätigungsvermerk auf die dazugehörigen Angaben in der Eröffnungsbilanz aufmerksam zu machen oder, falls diese Angaben unangemessen sind, unser Prüfungsurteil zu modifizieren. Wir ziehen unsere Schlussfolgerungen auf der Grundlage der bis zum Datum unseres Bestätigungsvermerks erlangten Prüfungsnachweise. Zukünftige Ereignisse oder Gegebenheiten können jedoch die Abkehr der Gesellschaft von der Fortführung der Unternehmenstätigkeit zur Folge haben.
- ▶ Wir beurteilen die Gesamtdarstellung, den Aufbau und den Inhalt der Eröffnungsbilanz einschließlich der Angaben sowie ob die Eröffnungsbilanz die zugrunde liegenden Geschäftsvorfälle und Ereignisse in einer Weise wiedergibt, dass ein möglichst getreues Bild erreicht wird.

Wien, am 26. August 2022

Wirtschaftsprüfungsgesellschaft
BDO Austria GmbH
Am Belvedere 4
1100 Wien
Wirtschaftsprüfungsgesellschaft
ppa. Harald Micheli, MA
Wirtschaftsprüfer
Mag. Gerhard Posautz
Wirtschaftsprüfer

Die Veröffentlichung oder Weitergabe des Zwischenabschlusses mit unserem Bestätigungsvermerk darf nur in der von uns bestätigten Fassung erfolgen. Dieser Bestätigungsvermerk bezieht sich ausschließlich auf den deutschsprachigen und vollständigen Zwischenabschluss. Für abweichende Fassungen sind die Vorschriften des § 281 Abs. 2 UGB zu beachten.

**FS Steel-Products GmbH
Praterstraße 15/3/Top 17
1020 Wien**

Eröffnungsbilanz
erstellt nach den Grundsätzen des österreichischen UGB
zum 31.03.2022

Eröffnungsbilanz

AKTIVA

	Stand 31.3.2022
UMLAUFVERMÖGEN	
Guthaben bei Kreditinstituten	100.000,00
	EUR <u>100.000,00</u>

PASSIVA

	Stand 31.3.2022
STAMMKAPITAL	100.000,00
	EUR <u>100.000,00</u>



Allgemeine Auftragsbedingungen für Wirtschaftstreuhandberufe (AAB 2018)

Empfohlen vom Vorstand der Kammer der Steuerberater und
Wirtschaftsprüfer zuletzt mit Beschluss vom 18.04.2018

Präambel und Allgemeines

(1) Auftrag im Sinne dieser Bedingungen meint jeden Vertrag über vom zur Ausübung eines Wirtschaftstreuhandberufes Berechtigten in Ausübung dieses Berufes zu erbringende Leistungen (sowohl faktische Tätigkeiten als auch die Besorgung oder Durchführung von Rechtsgeschäften oder Rechtshandlungen, jeweils im Rahmen der §§ 2 oder 3 Wirtschaftstreuhandberufsgesetz 2017 (WTBG 2017). Die Parteien des Auftrages werden in Folge zum einen „Auftragnehmer“, zum anderen „Auftraggeber“ genannt).

(2) Diese Allgemeinen Auftragsbedingungen für Wirtschaftstreuhandberufe gliedern sich in zwei Teile: Die Auftragsbedingungen des I. Teiles gelten für Aufträge, bei denen die Auftragserteilung zum Betrieb des Unternehmens des Auftraggebers (Unternehmer iSd KSchG) gehört. Für Verbrauchergeschäfte gemäß Konsumentenschutzgesetz (Bundesgesetz vom 8.3.1979/BGBl Nr.140 in der derzeit gültigen Fassung) gelten sie insoweit der II. Teil keine abweichenden Bestimmungen für diese enthält.

(3) Im Falle der Unwirksamkeit einer einzelnen Bestimmung ist diese durch eine wirksame, die dem angestrebten Ziel möglichst nahe kommt, zu ersetzen.

I. TEIL

1. Umfang und Ausführung des Auftrages

(1) Der Umfang des Auftrages ergibt sich in der Regel aus der schriftlichen Auftragsvereinbarung zwischen Auftraggeber und Auftragnehmer. Fehlt diesbezüglich eine detaillierte schriftliche Auftragsvereinbarung gilt im Zweifel (2)-(4):

(2) Bei Beauftragung mit Steuerberatungsleistungen umfasst die Beratungstätigkeit folgende Tätigkeiten:

- Ausarbeitung der Jahressteuererklärungen für die Einkommen- oder Körperschaftsteuer sowie Umsatzsteuer und zwar auf Grund der vom Auftraggeber vorzulegenden oder (bei entsprechender Vereinbarung) vom Auftragnehmer erstellten Jahresabschlüsse und sonstiger, für die Besteuerung erforderlichen Aufstellungen und Nachweise. Wenn nicht ausdrücklich anders vereinbart, sind die für die Besteuerung erforderlichen Aufstellungen und Nachweise vom Auftraggeber beizubringen.
- Prüfung der Bescheide zu den unter a) genannten Erklärungen.
- Verhandlungen mit den Finanzbehörden im Zusammenhang mit den unter a) und b) genannten Erklärungen und Bescheiden.
- Mitwirkung bei Betriebsprüfungen und Auswertung der Ergebnisse von Betriebsprüfungen hinsichtlich der unter a) genannten Steuern.
- Mitwirkung im Rechtsmittelverfahren hinsichtlich der unter a) genannten Steuern.

Erhält der Auftragnehmer für die laufende Steuerberatung ein Pauschalhonorar, so sind mangels anderweitiger schriftlicher Vereinbarungen die unter d) und e) genannten Tätigkeiten gesondert zu honorieren.

(3) Soweit die Ausarbeitung von einer oder mehreren Jahressteuererklärung(en) zum übernommenen Auftrag zählt, gehört dazu nicht die Überprüfung etwaiger besonderer buchmäßiger Voraussetzungen sowie die Prüfung, ob alle in Betracht kommenden insbesondere umsatzsteuerrechtlichen Begünstigungen wahrgenommen worden sind, es sei denn, hierüber besteht eine nachweisliche Beauftragung.

(4) Die Verpflichtung zur Erbringung anderer Leistungen gemäß §§ 2 und 3 WTBG 2017 bedarf jedenfalls nachweislich einer gesonderten Beauftragung.

(5) Vorstehende Absätze (2) bis (4) gelten nicht bei Sachverständigentätigkeit.

(6) Es bestehen keinerlei Pflichten des Auftragnehmers zur Leistungserbringung, Warnung oder Aufklärung über den Umfang des Auftrages hinaus.

(7) Der Auftragnehmer ist berechtigt, sich zur Durchführung des Auftrages geeigneter Mitarbeiter und sonstiger Erfüllungsgehilfen (Subunternehmer) zu bedienen, als auch sich bei der Durchführung des Auftrages durch einen Berufsbefugten substituieren zu lassen. Mitarbeiter im Sinne dieser Bedingungen meint alle Personen, die den Auftragnehmer auf regelmäßiger oder dauerhafter Basis bei seiner betrieblichen Tätigkeit unterstützen, unabhängig von der Art der rechtsgeschäftlichen Grundlage.

(8) Der Auftragnehmer hat bei der Erbringung seiner Leistungen ausschließlich österreichisches Recht zu berücksichtigen; ausländisches Recht ist nur bei ausdrücklicher schriftlicher Vereinbarung zu berücksichtigen.

(9) Ändert sich die Rechtslage nach Abgabe der abschließenden schriftlichen als auch mündlichen beruflichen Äußerung, so ist der Auftragnehmer nicht verpflichtet, den Auftraggeber auf Änderungen oder sich daraus ergebende Folgen hinzuweisen. Dies gilt auch für in sich abgeschlossene Teile eines Auftrages.

(10) Der Auftraggeber ist verpflichtet dafür Sorge zu tragen, dass die von ihm zur Verfügung gestellten Daten vom Auftragnehmer im Rahmen der Leistungserbringung verarbeitet werden dürfen. Diesbezüglich hat der Auftraggeber insbesondere aber nicht ausschließlich die anwendbaren datenschutz- und arbeitsrechtlichen Bestimmungen zu beachten.

(11) Bringt der Auftragnehmer bei einer Behörde ein Anbringen elektronisch ein, so handelt er – mangels ausdrücklicher gegenteiliger Vereinbarung – lediglich als Bote und stellt dies keine ihm oder einem einreichend Bevollmächtigten zurechenbare Willens- oder Wissenserklärung dar.

(12) Der Auftraggeber verpflichtet sich, Personen, die während des Auftragsverhältnisses Mitarbeiter des Auftragnehmers sind oder waren, während und binnen eines Jahres nach Beendigung des Auftragsverhältnisses nicht in seinem Unternehmen oder in einem ihm nahestehenden Unternehmen zu beschäftigen, widrigenfalls er sich zur Bezahlung eines Jahresbezuges des übernommenen Mitarbeiters an den Auftragnehmer verpflichtet.

2. Aufklärungspflicht des Auftraggebers; Vollständigkeitserklärung

(1) Der Auftraggeber hat dafür zu sorgen, dass dem Auftragnehmer auch ohne dessen besondere Aufforderung alle für die Ausführung des Auftrages notwendigen Unterlagen zum vereinbarten Termin und in Ermangelung eines solchen rechtzeitig in geeigneter Form vorgelegt werden und ihm von allen Vorgängen und Umständen Kenntnis gegeben wird, die für die Ausführung des Auftrages von Bedeutung sein können. Dies gilt auch für die Unterlagen, Vorgänge und Umstände, die erst während der Tätigkeit des Auftragnehmers bekannt werden.

(2) Der Auftragnehmer ist berechtigt, die ihm erteilten Auskünfte und übergebenen Unterlagen des Auftraggebers, insbesondere Zahlenangaben, als richtig und vollständig anzusehen und dem Auftrag zu Grunde zu legen. Der Auftragnehmer ist ohne gesonderten schriftlichen Auftrag nicht verpflichtet, Unrichtigkeiten fest zu stellen. Insbesondere gilt dies auch für die Richtigkeit und Vollständigkeit von Rechnungen. Stellt er allerdings Unrichtigkeiten fest, so hat er dies dem Auftraggeber bekannt zu geben. Er hat im Finanzstrafverfahren die Rechte des Auftraggebers zu wahren.

(3) Der Auftraggeber hat dem Auftragnehmer die Vollständigkeit der vorgelegten Unterlagen sowie der gegebenen Auskünfte und Erklärungen im Falle von Prüfungen, Gutachten und Sachverständigentätigkeit schriftlich zu bestätigen.

(4) Wenn bei der Erstellung von Jahresabschlüssen und anderen Abschlüssen vom Auftraggeber erhebliche Risiken nicht bekannt gegeben worden sind, bestehen für den Auftragnehmer insoweit diese Risiken schlagend werden keinerlei Ersatzpflichten.

(5) Vom Auftragnehmer angegebene Termine und Zeitpläne für die Fertigstellung von Produkten des Auftragnehmers oder Teilen davon sind bestmögliche Schätzungen und, sofern nicht anders schriftlich vereinbart, nicht bindend. Selbiges gilt für etwaige Honorarschätzungen: diese werden nach bestem Wissen erstellt; sie sind jedoch stets unverbindlich.

(6) Der Auftraggeber hat dem Auftragnehmer jeweils aktuelle Kontaktdaten (insbesondere Zustelladresse) bekannt zu geben. Der Auftragnehmer darf sich bis zur Bekanntgabe neuer Kontaktdaten auf die Gültigkeit der zuletzt vom Auftraggeber bekannt gegebenen Kontaktdaten verlassen, insbesondere Zustellung an die zuletzt bekannt gegebene Adresse vornehmen lassen.

3. Sicherung der Unabhängigkeit

(1) Der Auftraggeber ist verpflichtet, alle Vorkehrungen zu treffen, um zu verhindern, dass die Unabhängigkeit der Mitarbeiter des Auftragnehmers gefährdet wird, und hat selbst jede Gefährdung dieser Unabhängigkeit zu unterlassen. Dies gilt insbesondere für Angebote auf Anstellung und für Angebote, Aufträge auf eigene Rechnung zu übernehmen.

(2) Der Auftraggeber nimmt zur Kenntnis, dass seine hierfür notwendigen personenbezogenen Daten sowie Art und Umfang inklusive Leistungszeitraum der zwischen Auftragnehmer und Auftraggeber vereinbarten Leistungen (sowohl Prüfungs- als auch Nichtprüfungsleistungen) zum Zweck der Überprüfung des Vorliegens von Befangenheits- oder Ausschließungsgründen und Interessenkollisionen in einem allfälligen Netzwerk, dem der Auftragnehmer angehört, verarbeitet und zu diesem Zweck an die übrigen Mitglieder dieses Netzwerkes auch ins Ausland übermittelt werden. Hierfür entbindet der Auftraggeber den Auftragnehmer nach dem Datenschutzgesetz und gemäß § 80 Abs 4 Z 2 WTBG 2017 ausdrücklich von dessen Verschwiegenheitspflicht. Der Auftraggeber kann die Entbindung von der Verschwiegenheitspflicht jederzeit widerrufen.

4. Berichterstattung und Kommunikation

(1) (Berichterstattung durch den Auftragnehmer) Bei Prüfungen und Gutachten ist, soweit nichts anderes vereinbart wurde, ein schriftlicher Bericht zu erstatten.

(2) (Kommunikation an den Auftraggeber) Alle auftragsbezogenen Auskünfte und Stellungnahmen, einschließlich Berichte, (allesamt Wissenserklärungen) des Auftragnehmers, seiner Mitarbeiter, sonstiger Erfüllungsgehilfen oder Substitute („berufliche Äußerungen“) sind nur dann verbindlich, wenn sie schriftlich erfolgen. Berufliche Äußerungen in elektronischen Dateiformaten, welche per Fax oder E-Mail oder unter Verwendung ähnlicher Formen der elektronischen Kommunikation (speicher- und wiedergabefähig und nicht mündlich dh zB SMS aber nicht Telefon) erfolgen, übermittelt oder bestätigt werden, gelten als schriftlich; dies gilt ausschließlich für berufliche Äußerungen. Das Risiko der Erteilung der beruflichen Äußerungen durch dazu Nichtbefugte und das Risiko der Übersendung dieser trägt der Auftraggeber.

(3) (Kommunikation an den Auftraggeber) Der Auftraggeber stimmt hiermit zu, dass der Auftragnehmer elektronische Kommunikation mit dem Auftraggeber (zB via E-Mail) in unverschlüsselter Form vornimmt. Der Auftraggeber erklärt, über die mit der Verwendung elektronischer Kommunikation verbundenen Risiken (insbesondere Zugang, Geheimhaltung, Veränderung von Nachrichten im Zuge der Übermittlung) informiert zu sein. Der Auftragnehmer, seine Mitarbeiter, sonstigen Erfüllungsgehilfen oder Substitute haften nicht für Schäden, die durch die Verwendung elektronischer Kommunikationsmittel verursacht werden.

(4) (Kommunikation an den Auftragnehmer) Der Empfang und die Weiterleitung von Informationen an den Auftragnehmer und seine Mitarbeiter sind bei Verwendung von Telefon – insbesondere in Verbindung mit automatischen Anrufbeantwortungssystemen, Fax, E-Mail und anderen Formen der elektronischen Kommunikation – nicht immer sichergestellt. Aufträge und wichtige Informationen gelten daher dem Auftragnehmer nur dann als zugegangen, wenn sie auch physisch (nicht fern-)mündlich oder elektronisch zugegangen sind, es sei denn, es wird im Einzelfall der Empfang ausdrücklich bestätigt. Automatische Übermittlungs- und Lesebestätigungen gelten nicht als solche ausdrücklichen Empfangsbestätigungen. Dies gilt insbesondere für die Übermittlung von Bescheiden und anderen Informationen über Fristen. Kritische und wichtige Mitteilungen müssen daher per Post oder Kurier an den Auftragnehmer gesandt werden. Die Übergabe von Schriftstücken an Mitarbeiter außerhalb der Kanzlei gilt nicht als Übergabe.

(5) (Allgemein) Schriftlich meint insoweit in Punkt 4 (2) nicht anderes bestimmt, Schriftlichkeit iSd § 886 ABGB (Unterschriftlichkeit). Eine fortgeschrittene elektronische Signatur (Art. 26 eIDAS-VO, (EU) Nr. 910/2014) erfüllt das Erfordernis der Schriftlichkeit iSd § 886 ABGB (Unterschriftlichkeit), soweit dies innerhalb der Parteendisposition liegt.

(6) (Werbliche Information) Der Auftragnehmer wird dem Auftraggeber wiederkehrend allgemeine steuerrechtliche und allgemeine wirtschaftsrechtliche Informationen elektronisch (zB per E-Mail) übermitteln. Der Auftraggeber nimmt zur Kenntnis, dass er das Recht hat, der Zusendung von Direktwerbung jederzeit zu widersprechen.

5. Schutz des geistigen Eigentums des Auftragnehmers

(1) Der Auftraggeber ist verpflichtet, dafür zu sorgen, dass die im Rahmen des Auftrages vom Auftragnehmer erstellten Berichte, Gutachten, Organisationspläne, Entwürfe, Zeichnungen, Berechnungen und dergleichen nur für Auftragszwecke (z.B. gemäß § 44 Abs 3 EStG 1988) verwendet werden. Im Übrigen bedarf die Weitergabe schriftlicher als auch

mündlicher beruflicher Äußerungen des Auftragnehmers an einen Dritten zur Nutzung der schriftlichen Zustimmung des Auftragnehmers.

(2) Die Verwendung schriftlicher als auch mündlicher beruflicher Äußerungen des Auftragnehmers zu Werbezwecken ist unzulässig; ein Verstoß berechtigt den Auftraggeber zur fristlosen Kündigung aller noch nicht durchgeführten Aufträge des Auftraggebers.

(3) Dem Auftragnehmer verbleibt an seinen Leistungen das Urheberrecht. Die Einräumung von Werknutzungsbewilligungen bleibt der schriftlichen Zustimmung des Auftragnehmers vorbehalten.

6. Mängelbeseitigung

(1) Der Auftragnehmer ist berechtigt und verpflichtet, nachträglich hervorkommende Unrichtigkeiten und Mängel in seiner schriftlichen als auch mündlichen beruflichen Äußerung zu beseitigen, und verpflichtet, den Auftraggeber hiervon unverzüglich zu verständigen. Er ist berechtigt, auch über die ursprüngliche berufliche Äußerung informierte Dritte von der Änderung zu verständigen.

(2) Der Auftraggeber hat Anspruch auf die kostenlose Beseitigung von Unrichtigkeiten, sofern diese durch den Auftragnehmer zu vertreten sind; dieser Anspruch erlischt sechs Monate nach erbrachter Leistung des Auftragnehmers bzw. – falls eine schriftliche berufliche Äußerung nicht abgegeben wird – sechs Monate nach Beendigung der beanstandeten Tätigkeit des Auftragnehmers.

(3) Der Auftraggeber hat bei Fehlschlägen der Nachbesserung etwaiger Mängel Anspruch auf Minderung. Soweit darüber hinaus Schadenersatzansprüche bestehen, gilt Punkt 7.

7. Haftung

(1) Sämtliche Haftungsregelungen gelten für alle Streitigkeiten im Zusammenhang mit dem Auftragsverhältnis, gleich aus welchem Rechtsgrund. Der Auftragnehmer haftet für Schäden im Zusammenhang mit dem Auftragsverhältnis (einschließlich dessen Beendigung) nur bei Vorsatz und grober Fahrlässigkeit. Die Anwendbarkeit des § 1298 Satz 2 ABGB wird ausgeschlossen.

(2) Im Falle grober Fahrlässigkeit beträgt die Ersatzpflicht des Auftragnehmers höchstens das zehnfache der Mindestversicherungssumme der Berufshaftpflichtversicherung gemäß § 11 Wirtschaftstreuhänderberufsgesetz 2017 (WTBG 2017) in der jeweils geltenden Fassung.

(3) Die Beschränkung der Haftung gemäß Punkt 7 (2) bezieht sich auf den einzelnen Schadensfall. Der einzelne Schadensfall umfasst sämtliche Folgen einer Pflichtverletzung ohne Rücksicht darauf, ob Schäden in einem oder in mehreren aufeinander folgenden Jahren entstanden sind. Dabei gilt mehrfaches auf gleicher oder gleichartiger Fehlerquelle beruhendes Tun oder Unterlassen als eine einheitliche Pflichtverletzung, wenn die betreffenden Angelegenheiten miteinander in rechtlichem und wirtschaftlichem Zusammenhang stehen. Ein einheitlicher Schaden bleibt ein einzelner Schadensfall, auch wenn er auf mehreren Pflichtverletzungen beruht. Weiters ist, außer bei vorsätzlicher Schädigung, eine Haftung des Auftragnehmers für entgangenen Gewinn sowie Begleit-, Folge-, Neben- oder ähnliche Schäden, ausgeschlossen.

(4) Jeder Schadenersatzanspruch kann nur innerhalb von sechs Monaten nachdem der oder die Anspruchsberechtigten von dem Schaden Kenntnis erlangt haben, spätestens aber innerhalb von drei Jahren ab Eintritt des (Primär)Schadens nach dem anspruchsbegründenden Ereignis gerichtlich geltend gemacht werden, sofern nicht in gesetzlichen Vorschriften zwingend andere Verjährungsfristen festgesetzt sind.

(5) Im Falle der (tatbestandsmäßigen) Anwendbarkeit des § 275 UGB gelten dessen Haftungsnormen auch dann, wenn an der Durchführung des Auftrages mehrere Personen beteiligt gewesen oder mehrere zum Ersatz verpflichtende Handlungen begangen worden sind und ohne Rücksicht darauf, ob andere Beteiligte vorsätzlich gehandelt haben.

(6) In Fällen, in denen ein förmlicher Bestätigungsvermerk erteilt wird, beginnt die Verjährungsfrist spätestens mit Erteilung des Bestätigungsvermerkes zu laufen.

(7) Wird die Tätigkeit unter Einschaltung eines Dritten, z.B. eines Daten verarbeitenden Unternehmens, durchgeführt, so gelten mit Benachrichtigung des Auftraggebers darüber nach Gesetz oder Vertrag be- oder entstehende Gewährleistungs- und Schadenersatzansprüche gegen den Dritten als an den Auftraggeber abgetreten. Der Auftragnehmer haftet, unbeschadet Punkt 4. (3), diesfalls nur für Verschulden bei der Auswahl des Dritten.

(8) Eine Haftung des Auftragnehmers Dritten gegenüber ist in jedem Fall ausgeschlossen. Geraten Dritte mit der Arbeit des Auftragnehmers wegen des Auftraggebers in welcher Form auch immer in Kontakt hat der Auftraggeber diese über diesen Umstand ausdrücklich aufzuklären. Soweit

ein solcher Haftungsausschluss gesetzlich nicht zulässig ist oder eine Haftung gegenüber Dritten vom Auftragnehmer ausnahmsweise übernommen wurde, gelten subsidiär diese Haftungsbeschränkungen jedenfalls auch gegenüber Dritten. Dritte können jedenfalls keine Ansprüche stellen, die über einen allfälligen Anspruch des Auftraggebers hinausgehen. Die Haftungshöchstsumme gilt nur insgesamt einmal für alle Geschädigten, einschließlich der Ersatzansprüche des Auftraggebers selbst, auch wenn mehrere Personen (der Auftraggeber und ein Dritter oder auch mehrere Dritte) geschädigt worden sind; Geschädigte werden nach ihrem Vorkommen befriedigt. Der Auftraggeber wird den Auftragnehmer und dessen Mitarbeiter von sämtlichen Ansprüchen Dritter im Zusammenhang mit der Weitergabe schriftlicher als auch mündlicher beruflicher Äußerungen des Auftragnehmers an diese Dritte schad- und klaglos halten.

(9) Punkt 7 gilt auch für allfällige Haftungsansprüche des Auftraggebers im Zusammenhang mit dem Auftragsverhältnis gegenüber Dritten (Erfüllungs- und Besorgungsgehilfen des Auftragnehmers) und den Substituten des Auftragnehmers.

8. Verschwiegenheitspflicht, Datenschutz

(1) Der Auftragnehmer ist gemäß § 80 WTBG 2017 verpflichtet, über alle Angelegenheiten, die ihm im Zusammenhang mit seiner Tätigkeit für den Auftraggeber bekannt werden, Stillschweigen zu bewahren, es sei denn, dass der Auftraggeber ihn von dieser Schweigepflicht entbindet oder gesetzliche Äußerungspflichten entgegen stehen.

(2) Soweit es zur Verfolgung von Ansprüchen des Auftragnehmers (insbesondere Ansprüche auf Honorar) oder zur Abwehr von Ansprüchen gegen den Auftragnehmer (insbesondere Schadenersatzansprüche des Auftraggebers oder Dritter gegen den Auftragnehmer) notwendig ist, ist der Auftragnehmer von seiner beruflichen Verschwiegenheitspflicht entbunden.

(3) Der Auftragnehmer darf Berichte, Gutachten und sonstige schriftliche berufliche Äußerungen über die Ergebnisse seiner Tätigkeit Dritten nur mit Einwilligung des Auftraggebers aushändigen, es sei denn, dass eine gesetzliche Verpflichtung hierzu besteht.

(4) Der Auftragnehmer ist datenschutzrechtlich Verantwortlicher im Sinne der Datenschutz-Grundverordnung („DSGVO“) hinsichtlich aller im Rahmen des Auftrages verarbeiteter personenbezogener Daten. Der Auftragnehmer ist daher befugt, ihm anvertraute personenbezogene Daten im Rahmen der Grenzen des Auftrages zu verarbeiten. Dem Auftragnehmer überlassene Materialien (Papier und Datenträger) werden grundsätzlich nach Beendigung der diesbezüglichen Leistungserbringung dem Auftraggeber oder an vom Auftraggeber namhaft gemachte Dritte übergeben oder wenn dies gesondert vereinbart ist vom Auftragnehmer verwahrt oder vernichtet. Der Auftragnehmer ist berechtigt Kopien davon aufzubewahren soweit er diese zur ordnungsgemäßen Dokumentation seiner Leistungen benötigt oder es rechtlich geboten oder beruflich ist.

(5) Sofern der Auftragnehmer den Auftraggeber dabei unterstützt, die den Auftraggeber als datenschutzrechtlich Verantwortlichen treffenden Pflichten gegenüber Betroffenen zu erfüllen, so ist der Auftragnehmer berechtigt, den entstandenen tatsächlichen Aufwand an den Auftraggeber zu verrechnen. Gleiches gilt, für den Aufwand der für Auskünfte im Zusammenhang mit dem Auftragsverhältnis anfällt, die nach Entbindung von der Verschwiegenheitspflicht durch den Auftraggeber gegenüber Dritten diesen Dritten erteilt werden.

9. Rücktritt und Kündigung („Beendigung“)

(1) Die Erklärung der Beendigung eines Auftrages hat schriftlich zu erfolgen (siehe auch Punkt 4 (4) und (5)). Das Erlöschen einer bestehenden Vollmacht bewirkt keine Beendigung des Auftrages.

(2) Soweit nicht etwas anderes schriftlich vereinbart oder gesetzlich zwingend vorgeschrieben ist, können die Vertragspartner den Vertrag jederzeit mit sofortiger Wirkung beenden. Der Honoraranspruch bestimmt sich nach Punkt 11.

(3) Ein Dauerauftrag (befristeter oder unbefristeter Auftrag über, wenn auch nicht ausschließlich, die Erbringung wiederholter Einzelleistungen, auch mit Pauschalvergütung) kann allerdings, soweit nichts anderes schriftlich vereinbart ist, ohne Vorliegen eines wichtigen Grundes nur unter Einhaltung einer Frist von drei Monaten („Beendigungsfrist“) zum Ende eines Kalendermonats beendet werden.

(4) Nach Erklärung der Beendigung eines Dauerauftrages – sind, soweit im Folgenden nicht abweichend bestimmt, nur jene einzelnen Werke vom Auftragnehmer noch fertigzustellen (verbleibender Auftragsstand), deren vollständige Ausführung innerhalb der Beendigungsfrist (grundsätzlich) möglich ist, soweit diese innerhalb eines Monats nach Beginn des Laufs der Beendigungsfrist dem Auftraggeber schriftlich im Sinne des Punktes 4 (2) bekannt gegeben werden. Der verbleibende Auftragsstand ist innerhalb der Beendigungsfrist fertig zu stellen, sofern sämtliche erforderlichen

Unterlagen rechtzeitig zur Verfügung gestellt werden und soweit nicht ein wichtiger Grund vorliegt, der dies hindert.

(5) Wären bei einem Dauerauftrag mehr als 2 gleichartige, üblicherweise nur einmal jährlich zu erstellende Werke (z.B. Jahresabschlüsse, Steuererklärungen etc.) fertig zu stellen, so zählen die über 2 hinaus gehenden Werke nur bei ausdrücklichem Einverständnis des Auftraggebers zum verbleibenden Auftragsstand. Auf diesen Umstand ist der Auftraggeber in der Bekanntgabe gemäß Punkt 9 (4) gegebenenfalls ausdrücklich hinzuweisen.

10. Beendigung bei Annahmeverzug und unterlassener Mitwirkung des Auftraggebers und rechtlichen Ausführungshindernissen

(1) Kommt der Auftraggeber mit der Annahme der vom Auftragnehmer angebotenen Leistung in Verzug oder unterlässt der Auftraggeber eine ihm nach Punkt 2. oder sonst wie obliegende Mitwirkung, so ist der Auftragnehmer zur fristlosen Beendigung des Vertrages berechtigt. Gleiches gilt, wenn der Auftraggeber eine (auch teilweise) Durchführung des Auftrages verlangt, die, nach begründetem Dafürhalten des Auftragnehmers, nicht der Rechtslage oder berufssüblichen Grundsätzen entspricht. Seine Honoraransprüche bestimmen sich nach Punkt 11. Annahmeverzug sowie unterlassene Mitwirkung seitens des Auftraggebers begründen auch dann den Anspruch des Auftragnehmers auf Ersatz der ihm hierdurch entstandenen Mehraufwendungen sowie des verursachten Schadens, wenn der Auftragnehmer von seinem Kündigungsrecht keinen Gebrauch macht.

(2) Bei Verträgen über die Führung der Bücher, die Vorahme der Personalsachbearbeitung oder Abgabenverrechnung ist eine fristlose Beendigung durch den Auftragnehmer gemäß Punkt 10 (1) zulässig, wenn der Auftraggeber seiner Mitwirkungspflicht gemäß Punkt 2. (1) zweimal nachweislich nicht nachkommt.

11. Honoraranspruch

(1) Unterbleibt die Ausführung des Auftrages (z.B. wegen Rücktritt oder Kündigung), so gebührt dem Auftragnehmer gleichwohl das vereinbarte Entgelt (Honorar), wenn er zur Leistung bereit war und durch Umstände, deren Ursache auf Seiten des Auftraggebers liegen, ein bloßes Mitverschulden des Auftragnehmers bleibt diesbezüglich außer Ansatz, daran gehindert worden ist; der Auftragnehmer braucht sich in diesem Fall nicht anrechnen zu lassen, was er durch anderweitige Verwendung seiner und seiner Mitarbeiter Arbeitskraft erwirbt oder zu erwerben unterlässt.

(2) Bei Beendigung eines Dauerauftrages gebührt das vereinbarte Entgelt für den verbleibenden Auftragsstand, sofern er fertiggestellt wird oder dies aus Gründen, die dem Auftraggeber zuzurechnen sind, unterbleibt (auf Punkt 11. (1) wird verwiesen). Vereinbarte Pauschalhonorare sind gegebenenfalls zu aliquotieren.

(3) Unterbleibt eine zur Ausführung des Werkes erforderliche Mitwirkung des Auftraggebers, so ist der Auftragnehmer auch berechtigt, ihm zur Nachholung eine angemessene Frist zu setzen mit der Erklärung, dass nach fruchtlosem Verstreichen der Frist der Vertrag als aufgehoben gelte, im Übrigen gelten die Folgen des Punkt 11. (1).

(4) Bei Nichteinhaltung der Beendigungsfrist gemäß Punkt 9. (3) durch den Auftraggeber, sowie bei Vertragsauflösung gemäß Punkt 10. (2) durch den Auftragnehmer behält der Auftragnehmer den vollen Honoraranspruch für drei Monate.

12. Honorar

(1) Sofern nicht ausdrücklich Unentgeltlichkeit vereinbart ist, wird jedenfalls gemäß § 1004 und § 1152 ABGB eine angemessene Entlohnung geschuldet. Höhe und Art des Honoraranspruchs des Auftragnehmers ergeben sich aus der zwischen ihm und seinem Auftraggeber getroffenen Vereinbarung. Sofern nicht nachweislich eine andere Vereinbarung getroffen wurde sind Zahlungen des Auftraggebers immer auf die älteste Schuld anzurechnen.

(2) Die kleinste verrechenbare Leistungseinheit beträgt eine Viertelstunde.

(3) Auch die Wegzeit wird im notwendigen Umfang verrechnet.

(4) Das Aktenstudium in der eigenen Kanzlei, das nach Art und Umfang zur Vorbereitung des Auftragnehmers notwendig ist, kann gesondert verrechnet werden.

(5) Erweist sich durch nachträglich hervorgekommene besondere Umstände oder auf Grund besonderer Inanspruchnahme durch den Auftraggeber ein bereits vereinbartes Entgelt als unzureichend, so hat der Auftragnehmer den Auftraggeber darauf hinzuweisen und sind Nachverhandlungen zur Vereinbarung eines angemessenen Entgelts zu führen (auch bei unzureichenden Pauschalhonoraren).

(6) Der Auftragnehmer verrechnet die Nebenkosten und die Umsatzsteuer zusätzlich. Beispielhaft aber nicht abschließend im Folgenden (7) bis (9):

(7) Zu den verrechenbaren Nebenkosten zählen auch belegte oder pauschalierte Barauslagen, Reisespesen (bei Bahnfahrten 1. Klasse), Diäten, Kilometergeld, Kopierkosten und ähnliche Nebenkosten.

(8) Bei besonderen Haftpflichtversicherungserfordernissen zählen die betreffenden Versicherungsprämien (inkl. Versicherungssteuer) zu den Nebenkosten.

(9) Weiters sind als Nebenkosten auch Personal- und Sachaufwendungen für die Erstellung von Berichten, Gutachten uä. anzusehen.

(10) Für die Ausführung eines Auftrages, dessen gemeinschaftliche Erledigung mehreren Auftragnehmern übertragen worden ist, wird von jedem das seiner Tätigkeit entsprechende Entgelt verrechnet.

(11) Entgelte und Entgeltvorschüsse sind mangels anderer Vereinbarungen sofort nach deren schriftlicher Geltendmachung fällig. Für Entgeltzahlungen, die später als 14 Tage nach Fälligkeit geleistet werden, können Verzugszinsen verrechnet werden. Bei beiderseitigen Unternehmensgeschäften gelten Verzugszinsen in der in § 456 1. und 2. Satz UGB festgelegten Höhe.

(12) Die Verjährung richtet sich nach § 1486 ABGB und beginnt mit Ende der Leistung bzw. mit späterer, in angemessener Frist erfolgter Rechnungslegung zu laufen.

(13) Gegen Rechnungen kann innerhalb von 4 Wochen ab Rechnungsdatum schriftlich beim Auftragnehmer Einspruch erhoben werden. Andernfalls gilt die Rechnung als anerkannt. Die Aufnahme einer Rechnung in die Bücher gilt jedenfalls als Anerkenntnis.

(14) Auf die Anwendung des § 934 ABGB im Sinne des § 351 UGB, das ist die Anfechtung wegen Verkürzung über die Hälfte für Geschäfte unter Unternehmern, wird verzichtet.

(15) Falls bei Aufträgen betreffend die Führung der Bücher, die Vornahme der Personalsachbearbeitung oder Abgabenverrechnung ein Pauschalhonorar vereinbart ist, so sind mangels anderweitiger schriftlicher Vereinbarung die Vertretungstätigkeit im Zusammenhang mit abgaben- und beitragsrechtlichen Prüfungen aller Art einschließlich der Abschluss von Vergleichen über Abgabemessungs- oder Beitragsgrundlagen, Berichterstattung, Rechtsmittelerhebung uä. gesondert zu honorieren. Sofern nichts anderes schriftlich vereinbart ist, gilt das Honorar als jeweils für ein Auftragsjahr vereinbart.

(16) Die Bearbeitung besonderer Einzelfragen im Zusammenhang mit den im Punkt 12. (15) genannten Tätigkeiten, insbesondere Feststellungen über das prinzipielle Vorliegen einer Pflichtversicherung, erfolgt nur aufgrund eines besonderen Auftrages.

(17) Der Auftragnehmer kann entsprechende Vorschüsse verlangen und seine (fortgesetzte) Tätigkeit von der Zahlung dieser Vorschüsse abhängig machen. Bei Daueraufträgen darf die Erbringung weiterer Leistungen bis zur Bezahlung früherer Leistungen (sowie allfälliger Vorschüsse gemäß Satz 1) verweigert werden. Bei Erbringung von Teilleistungen und offener Teilhonorierung gilt dies sinngemäß.

(18) Eine Beanstandung der Arbeiten des Auftragnehmers berechtigt, außer bei offenkundigen wesentlichen Mängeln, nicht zur auch nur teilweisen Zurückhaltung der ihm nach Punkt 12. zustehenden Honorare, sonstigen Entgelte, Kostenersätze und Vorschüsse (Vergütungen).

(19) Eine Aufrechnung gegen Forderungen des Auftragnehmers auf Vergütungen nach Punkt 12. ist nur mit unbesrittenen oder rechtskräftig festgestellten Forderungen zulässig.

13. Sonstiges

(1) Im Zusammenhang mit Punkt 12. (17) wird auf das gesetzliche Zurückbehaltungsrecht (§ 471 ABGB, § 369 UGB) verwiesen; wird das Zurückbehaltungsrecht zu Unrecht ausgeübt, haftet der Auftragnehmer grundsätzlich gemäß Punkt 7. aber in Abweichung dazu nur bis zur Höhe seiner noch offenen Forderung.

(2) Der Auftraggeber hat keinen Anspruch auf Ausfolgung von im Zuge der Auftragsbefreiung vom Auftragnehmer erstellten Arbeitspapieren und ähnlichen Unterlagen. Im Falle der Auftragsbefreiung unter Einsatz elektronischer Buchhaltungssysteme ist der Auftragnehmer berechtigt, nach Übergabe sämtlicher vom Auftragnehmer auftragsbezogen damit erstellter Daten, für die den Auftraggeber eine Aufbewahrungspflicht trifft, in einem strukturierten, gängigen und maschinenlesbaren Format an den Auftraggeber bzw. an den nachfolgenden Wirtschaftstreuhänder, die Daten zu löschen. Für die Übergabe dieser Daten in einem strukturierten, gängigen und maschinenlesbaren Format hat der Auftragnehmer

Anspruch auf ein angemessenes Honorar (Punkt 12 gilt sinngemäß). Ist eine Übergabe dieser Daten in einem strukturierten, gängigen und maschinenlesbaren Format aus besonderen Gründen unmöglich oder untllich, können diese ersatzweise im Vollausdruck übergeben werden. Eine Honorierung steht diesfalls dafür nicht zu.

(3) Der Auftragnehmer hat auf Verlangen und Kosten des Auftraggebers alle Unterlagen herauszugeben, die er aus Anlass seiner Tätigkeit von diesem erhalten hat. Dies gilt jedoch nicht für den Schriftwechsel zwischen dem Auftragnehmer und seinem Auftraggeber und für die Schriftstücke, die der Auftraggeber in Urschrift besitzt und für Schriftstücke, die einer Aufbewahrungspflicht nach den für den Auftragnehmer geltenden rechtlichen Bestimmungen zur Verhinderung von Geldwäsche unterliegen. Der Auftragnehmer kann von Unterlagen, die er an den Auftraggeber zurückgibt, Abschriften oder Fotokopien anfertigen. Sind diese Unterlagen bereits einmal an den Auftraggeber übermittelt worden so hat der Auftragnehmer Anspruch auf ein angemessenes Honorar (Punkt 12. gilt sinngemäß).

(4) Der Auftraggeber hat die dem Auftragnehmer übergebenen Unterlagen nach Abschluss der Arbeiten binnen 3 Monaten abzuholen. Bei Nichtabholung übergebener Unterlagen kann der Auftragnehmer nach zweimaliger nachweislicher Aufforderung an den Auftraggeber, übergebene Unterlagen abzuholen, diese auf dessen Kosten zurückstellen und/oder ein angemessenes Honorar in Rechnung stellen (Punkt 12. gilt sinngemäß). Die weitere Aufbewahrung kann auch auf Kosten des Auftraggebers durch Dritte erfolgen. Der Auftragnehmer haftet im Weiteren nicht für Folgen aus Beschädigung, Verlust oder Vernichtung der Unterlagen.

(5) Der Auftragnehmer ist berechtigt, fällige Honorarforderungen mit etwaigen Depotguthaben, Verrechnungsgeldern, Treuhandgeldern oder anderen in seiner Gewahrsame befindlichen liquiden Mitteln auch bei ausdrücklicher Inverwahrungnahme zu kompensieren, sofern der Auftraggeber mit einem Gegenanspruch des Auftragnehmers rechnen musste.

(6) Zur Sicherung einer bestehenden oder künftigen Honorarforderung ist der Auftragnehmer berechtigt, ein finanzamtliches Guthaben oder ein anderes Abgaben- oder Beitragsguthaben des Auftraggebers auf ein Anderkonto zu transferieren. Diesfalls ist der Auftraggeber vom erfolgten Transfer zu verständigen. Danach kann der sichergestellte Betrag entweder im Einvernehmen mit dem Auftraggeber oder bei Vollstreckbarkeit der Honorarforderung eingezogen werden.

14. Anzuwendendes Recht, Erfüllungsort, Gerichtsstand

(1) Für den Auftrag, seine Durchführung und die sich hieraus ergebenden Ansprüche gilt ausschließlich österreichisches Recht unter Ausschluss des nationalen Verweisungsrechts.

(2) Erfüllungsort ist der Ort der beruflichen Niederlassung des Auftragnehmers.

(3) Gerichtsstand ist – mangels abweichender schriftlicher Vereinbarung – das sachlich zuständige Gericht des Erfüllungsortes.

II. TEIL

15. Ergänzende Bestimmungen für Verbrauchergeschäfte

- (1) Für Verträge zwischen Wirtschaftstreuhändern und Verbrauchern gelten die zwingenden Bestimmungen des Konsumentenschutzgesetzes.
- (2) Der Auftragnehmer haftet nur für vorsätzliche und grob fahrlässig verschuldete Verletzung der übernommenen Verpflichtungen.
- (3) Anstelle der im Punkt 7 Abs 2 normierten Begrenzung ist auch im Falle grober Fahrlässigkeit die Ersatzpflicht des Auftragnehmers nicht begrenzt.
- (4) Punkt 6 Abs 2 (Frist für Mängelbeseitigungsanspruch) und Punkt 7 Abs 4 (Geltendmachung der Schadenersatzansprüche innerhalb einer bestimmten Frist) gilt nicht.
- (5) Rücktrittsrecht gemäß § 3 KSchG:

Hat der Verbraucher seine Vertragserklärung nicht in den vom Auftragnehmer dauernd benützten Kanzleiräumen abgegeben, so kann er von seinem Vertragsantrag oder vom Vertrag zurücktreten. Dieser Rücktritt kann bis zum Zustandekommen des Vertrages oder danach binnen einer Woche erklärt werden; die Frist beginnt mit der Ausfolgung einer Urkunde, die zumindest den Namen und die Anschrift des Auftragnehmers sowie eine Belehrung über das Rücktrittsrecht enthält, an den Verbraucher, frühestens jedoch mit dem Zustandekommen des Vertrages zu laufen. Das Rücktrittsrecht steht dem Verbraucher nicht zu,

1. wenn er selbst die geschäftliche Verbindung mit dem Auftragnehmer oder dessen Beauftragten zwecks Schließung dieses Vertrages angebahnt hat,

2. wenn dem Zustandekommen des Vertrages keine Besprechungen zwischen den Beteiligten oder ihren Beauftragten vorangegangen sind oder

3. bei Verträgen, bei denen die beiderseitigen Leistungen sofort zu erbringen sind, wenn sie üblicherweise von Auftragnehmern außerhalb ihrer Kanzleiräume geschlossen werden und das vereinbarte Entgelt € 15 nicht übersteigt.

Der Rücktritt bedarf zu seiner Rechtswirksamkeit der Schriftform. Es genügt, wenn der Verbraucher ein Schriftstück, das seine Vertragserklärung oder die des Auftragnehmers enthält, dem Auftragnehmer mit einem Vermerk zurückstellt, der erkennen lässt, dass der Verbraucher das Zustandekommen oder die Aufrechterhaltung des Vertrages ablehnt. Es genügt, wenn die Erklärung innerhalb einer Woche abgesendet wird.

Tritt der Verbraucher gemäß § 3 KSchG vom Vertrag zurück, so hat Zug um Zug

1. der Auftragnehmer alle empfangenen Leistungen samt gesetzlichen Zinsen vom Empfangstag an zurückzuerstatten und den vom Verbraucher auf die Sache gemachten notwendigen und nützlichen Aufwand zu ersetzen,

2. der Verbraucher dem Auftragnehmer den Wert der Leistungen zu vergüten, soweit sie ihm zum klaren und überwiegenden Vorteil gereichen.

Gemäß § 4 Abs 3 KSchG bleiben Schadenersatzansprüche unberührt.

- (6) Kostenvorschläge gemäß § 5 KSchG:

Für die Erstellung eines Kostenvorschlages im Sinn des § 1170a ABGB durch den Auftragnehmer hat der Verbraucher ein Entgelt nur dann zu zahlen, wenn er vorher auf diese Zahlungspflicht hingewiesen worden ist.

Wird dem Vertrag ein Kostenvorschlag des Auftragnehmers zugrunde gelegt, so gilt dessen Richtigkeit als gewährleistet, wenn nicht das Gegenteil ausdrücklich erklärt ist.

- (7) Mängelbeseitigung: Punkt 6 wird ergänzt:

Ist der Auftragnehmer nach § 932 ABGB verpflichtet, seine Leistungen zu verbessern oder Fehlendes nachzutragen, so hat er diese Pflicht zu erfüllen, an dem Ort, an dem die Sache übergeben worden ist. Ist es für den Verbraucher tunlich, die Werke und Unterlagen vom Auftragnehmer gesendet zu erhalten, so kann dieser diese Übersendung auf seine Gefahr und Kosten vornehmen.

- (8) Gerichtsstand: Anstelle Punkt 14. (3) gilt:

Hat der Verbraucher im Inland seinen Wohnsitz oder seinen gewöhnlichen Aufenthalt oder ist er im Inland beschäftigt, so kann für eine Klage gegen ihn nach den §§ 88, 89, 93 Abs 2 und 104 Abs 1 JN nur die Zuständigkeit eines Gerichtes begründet werden, in dessen Sprengel der Wohnsitz, der gewöhnliche Aufenthalt oder der Ort der Beschäftigung liegt.

- (9) Verträge über wiederkehrende Leistungen:

(a) Verträge, durch die sich der Auftragnehmer zu Werkleistungen und der Verbraucher zu wiederholten Geldzahlungen verpflichten und die für eine unbestimmte oder eine ein Jahr übersteigende Zeit geschlossen worden sind, kann der Verbraucher unter Einhaltung einer zweimonatigen Frist zum Ablauf des ersten Jahres, nachher zum Ablauf jeweils eines halben Jahres kündigen.

(b) Ist die Gesamtheit der Leistungen eine nach ihrer Art unteilbare Leistung, deren Umfang und Preis schon bei der Vertragsschließung bestimmt sind, so kann der erste Kündigungstermin bis zum Ablauf des zweiten Jahres hinausgeschoben werden. In solchen Verträgen kann die Kündigungsfrist auf höchstens sechs Monate verlängert werden.

(c) Erfordert die Erfüllung eines bestimmten, in lit. a) genannten Vertrages erhebliche Aufwendungen des Auftragnehmers und hat er dies dem Verbraucher spätestens bei der Vertragsschließung bekannt gegeben, so können den Umständen angemessene, von den in lit. a) und b) genannten abweichende Kündigungstermine und Kündigungsfristen vereinbart werden.

(d) Eine Kündigung des Verbrauchers, die nicht fristgerecht ausgesprochen worden ist, wird zum nächsten nach Ablauf der Kündigungsfrist liegenden Kündigungstermin wirksam.

Annex B

English translation of the German language audited annual unconsolidated interim financial statements and the notes thereto of the Issuer prepared in accordance with Austrian GAAP for the period from 1 April 2022 to 15 August 2022

Certified True Translation from the German Language

BDO

REPORT
on the
AUDIT OF THE INTERIM FINANCIAL STATEMENTS
as of 15 August 2022
of
FS Steel-Products GmbH

1020 Vienna
Praterstrasse 15/3/Top 17

Vienna, 26 August 2022

213677
MIH/RIE

BDO Austria GmbH
Wirtschaftsprüfungs- und
Steuerberatungsgesellschaft
Am Belvedere 4, 1100 Vienna

Phone: +43-5-70 375-1000
Fax: +43-5-70 375-1053
Commercial Court Vienna,
FN 96046w
bdo.at

<i>TABLE OF CONTENTS</i>	Page
1. Audit contract and performance of the engagement	1
2. Structuring and explanation of significant items in the interim financial statements	2
3. Summary of the examination result	2
Findings on the legality of accounting and interim financial statements	2
Information provided	2
Statement of facts pursuant to sec. 273 para. 2 and para. 3 UGB (exercise of the duty to speak)	2
4. Auditors' Report	3
Report on the interim financial statements	3

<i>LIST OF ANNEXES</i>	Annex
Interim financial statements	
Interim financial statements as of 15 August 2022	
Balance sheet as of 15 August 2022	I
Income Statement for the Financial Year 2022	II
Notes for the Financial Year 2022	III
Other supplements	
General terms and conditions	IV

ROUNDING NOTE

When adding up rounded amounts and percentages, rounding differences may occur due to the use of automatic calculation aids.

To the members of the Board of Directors
of FS Steel-Products GmbH,
Vienna

We have audited the interim financial statements as of 15 August 2022 of

FS Steel-Products GmbH, Vienna,
(hereinafter also referred to as the "Company") and submit

the following report on the results of this audit:

1. AUDIT CONTRACT AND PERFORMANCE OF THE ASSIGNMENT

We were appointed by FS Steel-Products GmbH, Vienna, as auditors for the interim financial statements as of 15 August 2022. The company, represented by the Board of Directors, concluded an audit agreement with us to audit the interim financial statements as of 15 August 2022, including the accounting records, in accordance with sec. 269 et seq. UGB.

The audited company is a small corporation within the meaning of sec. 221UGB.

The audit in question is a voluntary audit.

This audit extends to whether the statutory provisions were observed in the preparation of the interim financial statements and the accounting records.

In performing our audit, we complied with laws and regulations applicable in Austria and with auditing standards promulgated by the profession. Those standards require the application of International Standards on Auditing. We would like to point out that the audit of the financial statements should guarantee the correctness of the financial statements with sufficient certainty. Absolute certainty cannot be achieved because the possibility of errors is inherent in every internal control system and because the audit is based on random sampling.

The audit did not cover areas that are usually the subject of special audits.

We conducted the audit in August 2022 at our offices in Vienna. The audit was materially closed as of the date of this report.

Mr. Harald Micheli, MA, Chartered Accountant, is responsible for the proper performance of the engagement.

The basis for our audit is the audit contract concluded with the company, of which the "General Engagement Terms for the Public Accounting Professions" (Annex IV) issued by the Chamber of Tax Advisors and Auditors form an integral part. These engagement terms apply not only between the company and the auditor, but also vis-à-vis third parties. Our responsibility and liability for the audit is limited to a total of EUR 2 million, analogous to § 275 para. 2 UGB (liability regulation for the audit of the financial statements of a small or medium-sized company) vis-à-vis the company but also vis-à-vis third parties.

2. STRUCTURING AND EXPLANATION OF SIGNIFICANT ITEMS IN THE INTERIM FINANCIAL STATEMENTS

All required structuring and explanations of material items of the interim financial statements are included in the notes to the

interim financial statements. We therefore refer to the corresponding disclosures by management in the notes to the interim financial statements.

3. SUMMARY OF THE AUDIT RESULT

Findings on the legality of accounting and interim financial statements

In our audit procedures, we determined compliance with legal requirements and generally accepted accounting principles.

As part of our risk- and control-oriented audit approach, we have - to the extent we deemed necessary for our audit opinion - included the internal controls in sub-areas of the accounting process in the audit.

With regard to the legality of the interim financial statements, we refer to our comments in the auditor's report.

INFORMATION PROVIDED

The legal representatives provided the clarifications and evidence requested by us. We have included a representation letter signed by the legal representatives in our files.

OPINION ON FACTS PURSUANT TO SECTION 273 PARA. 2 AND PARA. 3 UGB (EXERCISE OF THE DUTY TO SPEAK)

In the performance of our duties as auditors, we have not identified any facts that could jeopardise the existence of the audited company or significantly impair its development, or that indicate serious violations of the law or the articles of association by the legal representatives or employees. No material weaknesses in the internal controls over the accounting process have come to our attention. The conditions for the presumption of a need for reorganisation (sec. 22 para. 1 no. 1 URG) are not met.

4. AUDITOR'S REPORT

REPORT ON THE INTERIM FINANCIAL STATEMENTS

AUDIT OPINION

We have audited the interim financial statements of FS Steel-Products GmbH, Vienna, which comprise the balance sheet as of 15 August 2022, and the income statement for the year then ended, and the notes to the financial statements.

In our opinion, the accompanying interim financial statements comply with the legal requirements and give a true and fair view of the financial position as of 15 August 2022 and of the results of operations of the Company for the year then ended in accordance with Austrian Generally Accepted Accounting Principles.

BASIS FOR THE AUDIT OPINION

We conducted our audit in accordance with Austrian Generally Accepted Auditing Standards. Those standards require the application of International Standards on Auditing (ISA). Our responsibilities under those provisions and standards are further described in the "Auditor's responsibilities for the audit of the interim financial statements" section of our auditor's report. We are independent of the Company in accordance with Austrian Generally Accepted Accounting Principles and professional requirements and we have fulfilled our other professional responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion as of the date of the audit opinion.

Our responsibility and liability for the audit of the financial statements is limited to a total of EUR 2 million, analogous to sec. 275 para. 2 UGB (liability regulation for the audit of the financial statements of a small or medium-sized company) vis-à-vis the company and also vis-à-vis third parties.

RESPONSIBILITIES OF THE LEGAL REPRESENTATIVES FOR THE INTERIM FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these interim financial statements in accordance with Austrian Generally Accepted Accounting Principles. Furthermore, management is responsible for such internal control as management determines is necessary to enable the preparation of interim financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the interim financial statements, management is responsible for assessing the entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the entity or to cease operations, or has no realistic alternative but to do so.

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE INTERIM FINANCIAL STATEMENTS

Our objectives are to obtain reasonable assurance about whether the interim financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Austrian Generally Accepted Auditing Standards, which require the application of ISAs, will always detect a material misstatement, if any.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these interim financial statements.

As part of an audit in accordance with Austrian Generally Accepted Auditing Standards, which require the application of ISAs, we exercise professional judgement and maintain a critical attitude throughout the audit.

Furthermore:

- ▶ We identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than that resulting from error because fraud may involve collusion, forgery, intentional omissions, misrepresentations, or override of internal controls.
- ▶ We obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- ▶ We evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- ▶ We conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the interim financial statements or, if such disclosures are inadequate, to modify our opinion. We draw our conclusions on the basis of the audit evidence obtained up to the date of our audit opinion. However, future events or conditions may cause the Company to cease to continue as a going concern.
- ▶ We evaluate the overall presentation, structure and content of the interim financial statements, including the disclosures, and whether the interim financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Vienna, 26 August 2022

The publication or distribution of the interim financial statements with our auditor's report may only take place in the version certified by us. This auditor's report refers exclusively to the German-language and complete interim financial statements. For deviating versions, the provisions of 281 para. 2 UGB must be observed.

FS Steel-Products GmbH
Praterstraße 15/3/Top 17
A-1020 Vienna

INTERIM FINANCIAL STATEMENTS 2022
prepared in accordance with the principles of the Austrian
Commercial Code (UGB)

Opening Balance Sheet
as of 31.03.2022

Interim Financial Statements
as of 15.08.2022

BALANCE SHEET**ASSETS****A. Current assets****1.790.182,84****100.000,00***I. Receivables and other assets*

1.359,50

1. Other receivables and assets

1.359,50

II. Balances with credit institutions

1.788.823,34

100.000,00

BALANCE SHEET TOTAL**1.790.182,84****100.000,00****EQUITY and LIABILITIES****A. Equity****1.788.382,84****100.000,00***I. Share capital*

100.000,00

100.000,00

II. Capital reserves

1.700.000,00

1. Unbound

1.700.000,00

III. accumulated losses

-11.617,16

Thereof loss carried forward

0,00

B. Provisions**1.800,00**

0,00

1. Other provisions

1.800,00

BALANCE SHEET TOTAL

1.790.182,84

100.000,00

2 signatures illegible

INCOME STATEMENT

1.	other operating cost	-11.617,16
2.	subtotal from no. 1 (operating result)	-11.617,16
3.	result before taxes	-11.617,16
4.	result after taxes	-11.617,16
5.	net loss for the year	-11.617,16
6.	Accumulated losses	-11.617,16

2 signatures illegible

ANNEX

to the Balance Sheet as of 15.08.2022

of

FS Steel-Products GmbH

I. Explanations of the accounting and valuation methods

1. General

These financial statements have been prepared in accordance with the provisions of the Commercial Code (Unternehmensgesetzbuch), as amended, in compliance with generally accepted accounting principles and the general standard of presenting a true and fair view of the assets, liabilities, financial position and profit or loss of the company.

The annual financial statements were prepared in compliance with the principle of completeness.

In the valuation of the individual assets and liabilities, the principle of individual valuation was observed, and a continuation of the company was assumed.

The principle of prudence was taken into account by only reporting profits realised on the balance sheet date. All recognisable risks and impending losses were taken into account. The principles of economic substance and materiality were taken into account in the preparation of the financial statements. In the assessment of business transactions and agreements, the bearing of opportunities and risks is decisive for the accounting and not the formal legal form.

The company was established with Articles of Association dated 30 March 2022 and registered in the commercial register on 22 April 2022. The previous year's figures are therefore not stated.

The Income Statement covers the period from 1 April to 15 August 2022 and has been prepared using the nature of expense method. These are interim financial statements of the Company.

2. Current assets

a) Receivables and other assets

Receivables and other assets are stated at nominal value.

In the case of identifiable individual risks, the lower fair value is determined and recognised.

3. Provisions

Other provisions are made in accordance with the principle of prudence for all risks and contingent liabilities identifiable at the time the balance sheet is prepared, based on reasonable business judgement and the principle of reliable estimates.

II. Notes to the balance sheet

To improve the clarity of presentation in the balance sheet, individual items are summarised. The required individual disclosures are made in the notes to the individual balance sheet items.

Equity

The share capital amounts to EUR 100,000.00 as of 15 August 2022 (31 March 2022: kEUR 100) and is fully paid up.

The unbound capital reserve is a shareholder contribution.

Provisions

The other provisions include expenses for activities of the auditor in the amount of EUR 1,800.00.

Contingent liabilities

There are no contingent liabilities.

III. Other statements

Average number of employees

The company did not employ any staff.

Group relations

The company is part of the Javor Unternehmensbeteiligungsges.m.b.H. Group with its registered office in Vienna. Javor Unternehmensbeteiligungsges.m.b.H. Vienna, prepares consolidated financial statements for the financial year 2022. These consolidated financial statements will be filed with the Commercial Court of Vienna under company register number FN 200305t.

Information on the members of the corporate bodies

The managing directors are:

Mag. Marcel Javor

Dr. Ronald Nagy

No advances or loans were granted to the members of the Board of Directors in the 2022 financial year. No contingent liabilities were entered into in favour of the management.

Vienna, 25.08.2022

signature illegible

Mag. Michael Javor

signature illegible

Dr. Ronald Nagy

General Conditions of Contract for the Public Accounting Professions (AAB 2018)

Recommended for use by the Board of the Chamber of Tax Advisers and Auditors, last recommended in its decision of April 18, 2018

Preamble and General Items

(1) Contract within the meaning of these Conditions of Contract refers to each contract on services to be rendered by a person entitled to exercise profession in the field of public accounting exercising that profession (de facto activities as well as providing or performing legal transactions or acts, in each case pursuant to Sections 2 or 3 Austrian Public Accounting Professions Act (WTBG 2017). The parties to the contract shall hereinafter be referred to as the "contractor" on the one hand and the "client" on the other hand).

(2) The General Conditions of Contract for the professions in the field of public accounting are divided into two sections: The Conditions of Section I shall apply to contracts where the agreeing of contracts is part of the operations of the client's company (entrepreneur within the meaning of the Austrian Consumer Protection Act. They shall apply to consumer business under the Austrian Consumer Protection Act (Federal Act of March 8, 1979 / Federal Law Gazette No. 140 as amended) insofar as Section II does not provide otherwise for such business.

(3) In the event that an individual provision is void, the invalid provision shall be replaced by a valid provision that is as close as possible to the desired objective.

SECTION I

1. Scope and Execution of Contract

(1) The scope of the contract is generally determined in a written agreement drawn up between the client and the contractor. In the absence of such a detailed written agreement, (2)-(4) shall apply in case of doubt:

(2) When contracted to perform tax consultation services, consultation shall consist of the following activities:

- a) preparing annual tax returns for income tax and corporate tax as well as value-added tax (VAT) on the basis of the financial statements and other documents and papers required for taxation purposes and to be submitted by the client or (if so agreed) prepared by the contractor. Unless explicitly agreed otherwise, documents and papers required for taxation purposes shall be produced by the client.
- b) examining the tax assessment notices for the tax returns mentioned under a).
- c) negotiating with the fiscal authorities in connection with the tax returns and notices mentioned under a) and b).
- d) participating in external tax audits and assessing the results of external tax audits with regard to the taxes mentioned under a).
- e) participating in appeal procedures with regard to the taxes mentioned under a).

If the contractor receives a flat fee for regular tax consultation, in the absence of written agreements to the contrary, the activities mentioned under d) and e) shall be invoiced separately.

(3) Provided the preparation of one or more annual tax return(s) is part of the contract accepted, this shall not include the examination of any particular accounting conditions nor the examination of whether all relevant concessions, particularly those with regard to value added tax, have been utilized, unless the person entitled to exercise the profession can prove that he/she has been commissioned accordingly.

(4) In each case, the obligation to render other services pursuant to Sections 2 and 3 WTBG 2017 requires for the contractor to be separately and verifiably commissioned.

(5) The aforementioned paragraphs (2) to (4) shall not apply to services requiring particular expertise provided by an expert.

(6) The contractor is not obliged to render any services, issue any warnings or provide any information beyond the scope of the contract.

(7) The contractor shall have the right to engage suitable staff and other performing agents (subcontractors) for the execution of the contract as well as to have a person entitled to exercise the profession substitute for him/her in executing the contract. Staff within the meaning of these Conditions of Contract refers to all persons who support the contractor in his/her operating activities on a regular or permanent basis, irrespective of the type of underlying legal transaction.

(8) In rendering his/her services, the contractor shall exclusively take into account Austrian law; foreign law shall only be taken into account if this has been explicitly agreed upon in writing.

(9) Should the legal situation change subsequent to delivering a final professional statement passed on by the client orally or in writing, the contractor shall not be obliged to inform the client of changes or of the consequences thereof. This shall also apply to the completed parts of a contract.

(10) The client shall be obliged to make sure that the data made available by him/her may be handled by the contractor in the course of rendering the services. In this context, the client shall particularly but not exclusively comply with the applicable provisions under data protection law and labor law.

(11) Unless explicitly agreed otherwise, if the contractor electronically submits an application to an authority, he/she acts only as a messenger and this does not constitute a declaration of intent or knowledge attributable to him/her or a person authorized to submit the application.

(12) The client undertakes not to employ persons that are or were staff of the contractor during the contractual relationship, during and within one year after termination of the contractual relationship, either in his/her company or in an associated company, failing which he/she shall be obliged to pay the contractor the amount of the annual salary of the member of staff taken over.

2. Client's Obligation to Provide Information and Submit Complete Set of Documents

(1) The client shall make sure that all documents required for the execution of the contract be placed without special request at the disposal of the contractor at the agreed date, and in good time if no such date has been agreed, and that he/she be informed of all events and circumstances which may be of significance for the execution of the contract. This shall also apply to documents, events and circumstances which become known only after the contractor has commenced his/her work.

(2) The contractor shall be justified in regarding information and documents presented to him/her by the client, in particular figures, as correct and complete and to base the contract on them. The contractor shall not be obliged to identify any errors unless agreed separately in writing. This shall particularly apply to the correctness and completeness of bills. However, he/she is obliged to inform the client of any errors identified by him/her. In case of financial criminal proceedings he/she shall protect the rights of the client.

(3) The client shall confirm in writing that all documents submitted, all information provided and explanations given in the context of audits, expert opinions and expert services are complete.

(4) If the client fails to disclose considerable risks in connection with the preparation of financial statements and other statements, the contractor shall not be obliged to render any compensation insofar as these risks materialize.

(5) Dates and time schedules stated by the contractor for the completion of the contractor's products or parts thereof are best estimates and, unless otherwise agreed in writing, shall not be binding. The same applies to any estimates of fees: they are prepared to best of the contractor's knowledge; however, they shall always be non-binding.

(6) The client shall always provide the contractor with his/her current contact details (particularly the delivery address). The contractor may rely on the validity of the contact details most recently provided by the client, particularly have deliveries made to the most recently provided address, until such time as new contact details are provided.

3. Safeguarding of Independence

(1) The client shall be obliged to take all measures to prevent that the independence of the staff of the contractor be jeopardized and shall himself/herself refrain from jeopardizing their independence in any way. In particular, this shall apply to offers of employment and to offers to accept contracts on their own account.

(2) The client acknowledges that his/her personal details required in this respect, as well as the type and scope of the services, including the performance period agreed between the contractor and the client for the services (both audit and non-audit services), shall be handled within a network (if any) to which the contractor belongs, and for this purpose transferred to the other members of the network including abroad for the purpose of examination of the existence of grounds of bias or grounds for exclusion and conflicts of interest. For this purpose the client expressly releases the contractor in accordance with the Data Protection Act and in accordance with Section 80 (4) No. 2 WTBG 2017 from his/her obligation to maintain secrecy. The client can revoke the release from the obligation to maintain secrecy at any time.

4. Reporting Requirements

(1) (Reporting by the contractor) In the absence of an agreement to the contrary, a written report shall be drawn up in the case of audits and expert opinions.

(2) (Communication to the client) All contract-related information and opinions, including reports, (all declarations of knowledge) of the contractor, his/her staff, other performing agents or substitutes ("professional statements") shall only be binding provided they are set down in writing. Professional statements in electronic file formats which are made, transferred or confirmed by fax or e-mail or using similar types of electronic communication (that can be stored and reproduced but is not oral, i.e. e.g. text messages but not telephone) shall be deemed as set down in writing; this shall only apply to professional statements. The client bears the risk that professional statements may be issued by persons not entitled to do so as well as the transfer risk of such professional statements.

(3) (Communication to the client) The client hereby consents to the contractor communicating with the client (e.g. by e-mail) in an unencrypted manner. The client declares that he/she has been informed of the risks arising from the use of electronic communication (particularly access to, maintaining secrecy of, changing of messages in the course of transfer). The contractor, his/her staff, other performing agents or substitutes are not liable for any losses that arise as a result of the use of electronic means of communication.

(4) (Communication to the contractor) Receipt and forwarding of information to the contractor and his/her staff are not always guaranteed when the telephone is used, in particular in conjunction with automatic telephone answering systems, fax, e-mail and other types of electronic communication. As a result, instructions and important information shall only be deemed to have been received by the contractor provided they are also received physically (not by telephone, orally or electronically), unless explicit confirmation of receipt is provided in individual instances. Automatic confirmation that items have been transmitted and read shall not constitute such explicit confirmations of receipt. This shall apply in particular to the transmission of decisions and other information relating to deadlines. As a result, critical and important notifications must be sent to the contractor by mail or courier. Delivery of documents to staff outside the firm's offices shall not count as delivery.

(5) (General) In writing shall mean, insofar as not otherwise laid down in Item 4. (2), written form within the meaning of Section 886 Austrian Civil Code (ABGB) (confirmed by signature). An advanced electronic signature (Art. 26 eIDAS Regulation (EU) No. 910/2014) fulfills the requirement of written form within the meaning of Section 886 ABGB (confirmed by signature) insofar as this is at the discretion of the parties to the contract.

(6) (Promotional information) The contractor will send recurrent general tax law and general commercial law information to the client electronically (e.g. by e-mail). The client acknowledges that he/she has the right to object to receiving direct advertising at any time.

5. Protection of Intellectual Property of the Contractor

(1) The client shall be obliged to ensure that reports, expert opinions, organizational plans, drafts, drawings, calculations and the like, issued by the contractor, be used only for the purpose specified in the contract (e.g. pursuant to Section 44 (3) Austrian Income Tax Act 1988). Furthermore, professional statements made orally or in writing by the contractor may be passed on to a third party for use only with the written consent of the contractor.

(2) The use of professional statements made orally or in writing by the contractor for promotional purposes shall not be permitted; a violation of this provision shall give the contractor the right to terminate without notice to the client all contracts not yet executed.

(3) The contractor shall retain the copyright on his/her work. Permission to use the work shall be subject to the written consent by the contractor.

6. Correction of Errors

(1) The contractor shall have the right and shall be obliged to correct all errors and inaccuracies in his/her professional statement made orally or in writing which subsequently come to light and shall be obliged to inform the client thereof without delay. He/she shall also have the right to inform a third party acquainted with the original professional statement of the change.

(2) The client has the right to have all errors corrected free of charge if the contractor can be held responsible for them; this right will expire six months after completion of the services rendered by the contractor and/or – in cases where a written professional statement has not been delivered – six months after the contractor has completed the work that gives cause to complaint.

(3) If the contractor fails to correct errors which have come to light, the client shall have the right to demand a reduction in price. The extent to which additional claims for damages can be asserted is stipulated under Item 7.

7. Liability

(1) All liability provisions shall apply to all disputes in connection with the contractual relationship, irrespective of the legal grounds. The contractor is liable for losses arising in connection with the contractual relationship (including its termination) only in case of willful intent and gross negligence. The applicability of Section 1298 2nd Sentence ABGB is excluded.

(2) In cases of gross negligence, the maximum liability for damages due from the contractor is tenfold the minimum insurance sum of the professional liability insurance according to Section 11 WTBG 2017 as amended.

(3) The limitation of liability pursuant to Item 7. (2) refers to the individual case of damages. The individual case of damages includes all consequences of a breach of duty regardless of whether damages arose in one or more consecutive years. In this context, multiple acts or failures to act that are based on the same or similar source of error as one consistent breach of duty if the matters concerned are legally and economically connected. Single damages remain individual cases of damage even if they are based on several breaches of duty. Furthermore, the contractor's liability for loss of profit as well as collateral, consequential, incidental or similar losses is excluded in case of willful damage.

(4) Any action for damages may only be brought within six months after those entitled to assert a claim have gained knowledge of the damage, but no later than three years after the occurrence of the (primary) loss following the incident upon which the claim is based, unless other statutory limitation periods are laid down in other legal provisions.

(5) Should Section 275 Austrian Commercial Code (UGB) be applicable (due to a criminal offense), the liability provisions contained therein shall apply even in cases where several persons have participated in the execution of the contract or where several activities requiring compensation have taken place and irrespective of whether other participants have acted with intent.

(6) In cases where a formal auditor's report is issued, the applicable limitation period shall commence no later than at the time the said auditor's report was issued.

(7) If activities are carried out by enlisting the services of a third party, e.g. a data-processing company, any warranty claims and claims for damages which arise against the third party according to law and contract shall be deemed as having been passed on to the client once the client has been informed of them. Item 4. (3) notwithstanding, in such a case the contractor shall only be liable for fault in choosing the third party.

(8) The contractor's liability to third parties is excluded in any case. If third parties come into contact with the contractor's work in any manner due to the client, the client shall expressly clarify this fact to them. Insofar as such exclusion of liability is not legally permissible or a liability to third parties has been assumed by the contractor in exceptional cases, these limitations of liability shall in any case also apply to third parties on a subsidiary basis. In any case, a third party cannot raise any claims that go beyond any claim raised by the client. The maximum sum of liability shall be valid only once for all parties injured, including the compensation claims of the client, even if several persons (the client and a third party or several third parties) have sustained losses; the claims of the parties injured shall be satisfied in the order in which the claims have been raised. The client will indemnify and hold harmless the contractor and his/her staff against any claims by third parties in connection with professional statements made orally or in writing by the contractor and passed on to these third parties.

(9) Item 7. shall also apply to any of the client's liability claims to third parties (performing agents and vicarious agents of the contractor) and to substitutes of the contractor relating to the contractual relationship.

8. Secrecy, Data Protection

(1) According to Section 80 WTBG 2017 the contractor shall be obliged to maintain secrecy in all matters that become known to him/her in connection with his/her work for the client, unless the client releases him/her from this duty or he/she is bound by law to deliver a statement.

(2) Insofar as it is necessary to pursue the contractor's claims (particularly claims for fees) or to dispute claims against the contractor (particularly claims for damages raised by the client or third parties against the contractor), the contractor shall be released from his/her professional obligation to maintain secrecy.

(3) The contractor shall be permitted to hand on reports, expert opinions and other written statements pertaining to the results of his/her services to third parties only with the permission of the client, unless he/she is required to do so by law.

(4) The contractor is a data protection controller within the meaning of the General Data Protection Regulation ("GDPR") with regard to all personal data processed under the contract. The contractor is thus authorized to process personal data entrusted to him/her within the limits of the contract. The material made available to the contractor (paper and data carriers) shall generally be handed to the client or to third parties appointed by the client after the respective rendering of services has been completed, or be kept and destroyed by the contractor if so agreed. The contractor is authorized to keep copies thereof insofar as he/she needs them to appropriately document his/her services or insofar as it is required by law or customary in the profession.

(5) If the contractor supports the client in fulfilling his/her duties to the data subjects arising from the client's function as data protection controller, the contractor shall be entitled to charge the client for the actual efforts undertaken. The same shall apply to efforts undertaken for information with regard to the contractual relationship which is provided to third parties after having been released from the obligation to maintain secrecy to third parties by the client.

9. Withdrawal and Cancellation („Termination“)

(1) The notice of termination of a contract shall be issued in writing (see also Item 4. (4) and (5)). The expiry of an existing power of attorney shall not result in a termination of the contract.

(2) Unless otherwise agreed in writing or stipulated by force of law, either contractual partner shall have the right to terminate the contract at any time with immediate effect. The fee shall be calculated according to Item 11.

(3) However, a continuing agreement (fixed-term or open-ended contract on – even if not exclusively – the rendering of repeated individual services, also with a flat fee) may, without good reason, only be terminated at the end of the calendar month by observing a period of notice of three months, unless otherwise agreed in writing.

(4) After notice of termination of a continuing agreement and unless otherwise stipulated in the following, only those individual tasks shall still be completed by the contractor (list of assignments to be completed) that can (generally) be completed fully within the period of notice insofar as the client is notified in writing within one month after commencement of the termination notice period within the meaning of Item 4. (2). The list of assignments to be completed shall be completed within the termination period if all documents required are provided without delay and if no good reason exists that impedes completion.

(5) Should it happen that in case of a continuing agreement more than two similar assignments which are usually completed only once a year (e.g. financial statements, annual tax returns, etc.) are to be completed, any such assignments exceeding this number shall be regarded as assignments to be completed only with the client's explicit consent. If applicable, the client shall be informed of this explicitly in the statement pursuant to Item 9. (4).

10. Termination in Case of Default in Acceptance and Failure to Cooperate on the Part of the Client and Legal Impediments to Execution

(1) If the client defaults on acceptance of the services rendered by the contractor or fails to carry out a task incumbent on him/her either according to Item 2. or imposed on him/her in another way, the contractor shall have the right to terminate the contract without prior notice. The same shall apply if the client requests a way to execute (also partially) the contract that the contractor reasonably believes is not in compliance with the legal situation or professional principles. His/her fees shall be calculated according to Item 11. Default in acceptance or failure to cooperate on the part of the client shall also justify a claim for compensation made by the contractor for the extra time and labor hereby expended as well as for the damage caused, if the contractor does not invoke his/her right to terminate the contract.

(2) For contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, a termination without prior notice by the contractor is permissible under Item 10. (1) if the client verifiably fails to cooperate twice as laid down in Item 2. (1).

11. Entitlement to Fee

(1) If the contract fails to be executed (e.g. due to withdrawal or cancellation), the contractor shall be entitled to the negotiated compensation (fee), provided he/she was prepared to render the services and was prevented from so doing by circumstances caused by the client, whereby a merely contributory negligence by the contractor in this respect shall be excluded; in this case the contractor need not take into account the amount he/she obtained or failed to obtain through alternative use of his/her own professional services or those of his/her staff.

(2) If a continuing agreement is terminated, the negotiated compensation for the list of assignments to be completed shall be due upon completion or in case completion fails due to reasons attributable to the client (reference is made to Item 11. (1)). Any flat fees negotiated shall be calculated according to the services rendered up to this point.

(3) If the client fails to cooperate and the assignment cannot be carried out as a result, the contractor shall also have the right to set a reasonable grace period on the understanding that, if this grace period expires without results, the contract shall be deemed ineffective and the consequences indicated in Item 11. (1) shall apply.

(4) If the termination notice period under Item 9. (3) is not observed by the client as well as if the contract is terminated by the contractor in accordance with Item 10. (2), the contractor shall retain his/her right to receive the full fee for three months.

12. Fee

(1) Unless the parties explicitly agreed that the services would be rendered free of charge, an appropriate remuneration in accordance with Sections 1004 and 1152 ABGB is due in any case. Amount and type of the entitlement to the fee are laid down in the agreement negotiated between the contractor and his/her client. Unless a different agreement has verifiably been reached, payments made by the client shall in all cases be credited against the oldest debt.

(2) The smallest service unit which may be charged is a quarter of an hour.

(3) Travel time to the extent required is also charged.

(4) Study of documents which, in terms of their nature and extent, may prove necessary for preparation of the contractor in his/her own office may also be charged as a special item.

(5) Should a remuneration already agreed upon prove inadequate as a result of the subsequent occurrence of special circumstances or due to special requirements of the client, the contractor shall notify the client thereof and additional negotiations for the agreement of a more suitable remuneration shall take place (also in case of inadequate flat fees).

(6) The contractor includes charges for supplementary costs and VAT in addition to the above, including but not limited to the following (7) to (9):

(7) Chargeable supplementary costs also include documented or flat-rate cash expenses, traveling expenses (first class for train journeys), per diems, mileage allowance, copying costs and similar supplementary costs.

(8) Should particular third party liabilities be involved, the corresponding insurance premiums (including insurance tax) also count as supplementary costs.

(9) Personnel and material expenses for the preparation of reports, expert opinions and similar documents are also viewed as supplementary costs.

(10) For the execution of a contract wherein joint completion involves several contractors, each of them will charge his/her own compensation.

(11) In the absence of any other agreements, compensation and advance payments are due immediately after they have been requested in writing. Where payments of compensation are made later than 14 days after the due date, default interest may be charged. Where mutual business transactions are concerned, a default interest rate at the amount stipulated in Section 456 1st and 2nd Sentence UGB shall apply.

(12) Statutory limitation is in accordance with Section 1486 of ABGB, with the period beginning at the time the service has been completed or upon the issuing of the bill within an appropriate time limit at a later point.

(13) An objection may be raised in writing against bills presented by the contractor within 4 weeks after the date of the bill. Otherwise the bill is considered as accepted. Filing of a bill in the accounting system of the recipient is also considered as acceptance.

(14) Application of Section 934 ABGB within the meaning of Section 351 UGB, i.e. rescission for *laesio enormis* (lesion beyond moiety) among entrepreneurs, is hereby renounced.

(15) If a flat fee has been negotiated for contracts concerning bookkeeping, payroll accounting and administration and assessment of payroll-related taxes and contributions, in the absence of written agreements to the contrary, representation in matters concerning all types of tax audits and audits of payroll-related taxes and social security contributions including settlements concerning tax assessments and the basis for contributions, preparation of reports, appeals and the like shall be invoiced separately. Unless otherwise agreed to in writing, the fee shall be considered agreed upon for one year at a time.

(16) Particular individual services in connection with the services mentioned in Item 12. (15), in particular ascertaining whether the requirements for statutory social security contributions are met, shall be dealt with only on the basis of a specific contract.

(17) The contractor shall have the right to ask for advance payments and can make delivery of the results of his/her (continued) work dependent on satisfactory fulfillment of his/her demands. As regards continuing agreements, the rendering of further services may be denied until payment of previous services (as well as any advance payments under Sentence 1) has been effected. This shall analogously apply if services are rendered in installments and fee installments are outstanding.

(18) With the exception of obvious essential errors, a complaint concerning the work of the contractor shall not justify even only the partial retention of fees, other compensation, reimbursements and advance payments (remuneration) owed to him/her in accordance with Item 12.

(19) Offsetting the remuneration claims made by the contractor in accordance with Item 12. shall only be permitted if the demands are uncontested and legally valid.

13. Other Provisions

(1) With regard to Item 12. (17), reference shall be made to the legal right of retention (Section 471 ABGB, Section 369 UGB); if the right of retention is wrongfully exercised, the contractor shall generally be liable pursuant to Item 7. or otherwise only up to the outstanding amount of his/her fee.

(2) The client shall not be entitled to receive any working papers and similar documents prepared by the contractor in the course of fulfilling the contract. In the case of contract fulfillment using electronic accounting systems the contractor shall be entitled to delete the data after handing over all data based thereon – which were prepared by the contractor in relation to the contract and which the client is obliged to keep – to the client and/or the succeeding public accountant in a structured, common and machine-readable format. The contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy) for handing over such data in a structured, common and machine-readable format. If handing over such data in a structured, common and machine-readable format is impossible or unfeasible for special reasons, they may be handed over in the form of a full print-out instead. In such a case, the contractor shall not be entitled to receive a fee.

(3) At the request and expense of the client, the contractor shall hand over all documents received from the client within the scope of his/her activities. However, this shall not apply to correspondence between the contractor and his/her client and to original documents in his/her possession and to documents which are required to be kept in accordance with the legal anti-money laundering provisions applicable to the contractor. The contractor may make copies or duplicates of the documents to be returned to the client. Once such documents have been transferred to the client, the contractor shall be entitled to an appropriate fee (Item 12. shall apply by analogy).

(4) The client shall fetch the documents handed over to the contractor within three months after the work has been completed. If the client fails to do so, the contractor shall have the right to return them to the client at the cost of the client or to charge an appropriate fee (Item 12. shall apply by analogy) if the contractor can prove that he/she has asked the client twice to pick up the documents handed over. The documents may also further be kept by third parties at the expense of the client. Furthermore, the contractor is not liable for any consequences arising from damage, loss or destruction of the documents.

(5) The contractor shall have the right to compensation of any fees that are due by use of any available deposited funds, clearing balances, trust funds or other liquid funds at his/her disposal, even if these funds are explicitly intended for safekeeping, if the client had to have anticipated the counterclaim of the contractor.

(6) To secure an existing or future fee payable, the contractor shall have the right to transfer a balance held by the client with the tax office or another balance held by the client in connection with charges and contributions, to a trust account. In this case the client shall be informed of the transfer. Subsequently, the amount secured may be collected either after agreement has been reached with the client or after enforceability of the fee by execution has been declared.

14. Applicable Law, Place of Performance, Jurisdiction

(1) The contract, its execution and the claims resulting from it shall be exclusively governed by Austrian law, excluding national referral rules.

(2) The place of performance shall be the place of business of the contractor.

(3) In absence of a written agreement stipulating otherwise, the place of jurisdiction is the competent court of the place of performance.

SECTION II

15. Supplementary Provisions for Consumer Transactions

(1) Contracts between public accountants and consumers shall fall under the obligatory provisions of the Austrian Consumer Protection Act (KSChG).

(2) The contractor shall only be liable for the willful and grossly negligent violation of the obligations assumed.

(3) Contrary to the limitation laid down in Item 7. (2), the duty to compensate on the part of the contractor shall not be limited in case of gross negligence.

(4) Item 6. (2) (period for right to correction of errors) and Item 7. (4) (asserting claims for damages within a certain period) shall not apply.

(5) Right of Withdrawal pursuant to Section 3 KSChG:

If the consumer has not made his/her contract statement in the office usually used by the contractor, he/she may withdraw from the contract application or the contract proper. This withdrawal may be declared until the contract has been concluded or within one week after its conclusion; the period commences as soon as a document has been handed over to the consumer which contains at least the name and the address of the contractor as well as instructions on the right to withdraw from the contract, but no earlier than the conclusion of the contract. The consumer shall not have the right to withdraw from the contract

1. if the consumer himself/herself established the business relationship concerning the conclusion of this contract with the contractor or his/her representative,

2. if the conclusion of the contract has not been preceded by any talks between the parties involved or their representatives, or

3. in case of contracts where the mutual services have to be rendered immediately, if the contracts are usually concluded outside the offices of the contractors, and the fee agreed upon does not exceed €15.

In order to become legally effective, the withdrawal shall be declared in writing. It is sufficient if the consumer returns a document that contains his/her contract declaration or that of the contractor to the contractor with a note which indicates that the consumer rejects the conclusion or the maintenance of the contract. It is sufficient if this declaration is dispatched within one week.

If the consumer withdraws from the contract according to Section 3 KSChG,

1. the contractor shall return all benefits received, including all statutory interest, calculated from the day of receipt, and compensate the consumer for all necessary and useful expenses incurred in this matter,

2. the consumer shall pay for the value of the services rendered by the contractor as far as they are of a clear and predominant benefit to him/her.

According to Section 4 (3) KSChG, claims for damages shall remain unaffected.

(6) Cost Estimates according to Section 5 Austrian KSChG:

The consumer shall pay for the preparation of a cost estimate by the contractor in accordance with Section 1170a ABGB only if the consumer has been notified of this payment obligation beforehand.

If the contract is based on a cost estimate prepared by the contractor, its correctness shall be deemed warranted as long as the opposite has not been explicitly declared.

(7) Correction of Errors: Supplement to Item 6.:

If the contractor is obliged under Section 932 ABGB to improve or complement his/her services, he/she shall execute this duty at the place where the matter was transferred. If it is in the interest of the consumer to have the work and the documents transferred by the contractor, the consumer may carry out this transfer at his/her own risk and expense.

(8) Jurisdiction: Shall apply instead of Item 14. (3)

If the domicile or the usual residence of the consumer is within the country or if he/she is employed within the country, in case of an action against him/her according to Sections 88, 89, 93 (2) and 104 (1) Austrian Court Jurisdiction Act (JN), the only competent courts shall be the courts of the districts where the consumer has his/her domicile, usual residence or place of employment.

(9) Contracts on Recurring Services:

(a) Contracts which oblige the contractor to render services and the consumer to effect repeated payments and which have been concluded for an indefinite period or a period exceeding one year may be terminated by the consumer at the end of the first year, and after the first year at the end of every six months, by adhering to a two-month period of notice.

(b) If the total work is regarded as a service that cannot be divided on account of its character, the extent and price of which is determined already at the conclusion of the contract, the first date of termination may be postponed until the second year has expired. In case of such contracts the period of notice may be extended to a maximum of six months.

(c) If the execution of a certain contract indicated in lit. a) requires considerable expenses on the part of the contractor and if he/she informed the consumer about this no later than at the time the contract was concluded, reasonable dates of termination and periods of notice which deviate from lit. a) and b) and which fit the respective circumstances may be agreed.

(d) If the consumer terminates the contract without complying with the period of notice, the termination shall become effective at the next termination date which follows the expiry of the period of notice.

With reference to my official oath, I herewith certify the exact conformity of the above translation with the document attached hereto.-----

In witness whereof I have hereunto given my signature and affixed my seal as a translator in English and German sworn to Austrian Courts.-----

Vienna, this September 14th, 2022.-----



Marliese Mejschik

LEERSEITE
plank page



BERICHT
über die
PRÜFUNG DES ZWISCHENABSCHLUSSES
zum 15. August 2022
der
FS Steel-Products GmbH

1020 Wien
Praterstraße 15/3/Top 17

Wien, 26. August 2022

213677
MIH/RIE

BDO Austria GmbH
Wirtschaftsprüfungs- und
Steuerberatungsgesellschaft
Am Belvedere 4, 1100 Wien

Telefon: +43-5-70 375-1000
Telefax: +43-5-70 375-1053
HG Wien, FN 96046w
bdo.at

INHALTSVERZEICHNIS	Seite
1. Prüfungsvertrag und Auftragsdurchführung	1
2. Aufgliederung und Erläuterung von wesentlichen Posten des Zwischenabschlusses	2
3. Zusammenfassung des Prüfungsergebnisses	2
Feststellungen zur Gesetzmäßigkeit von Buchführung und Zwischenabschluss	2
Erteilte Auskünfte	2
Stellungnahme zu Tatsachen nach § 273 Abs. 2 und Abs. 3 UGB (Ausübung der Redepflicht)	2
4. Bestätigungsvermerk	3
Bericht zum Zwischenabschluss	3

BEILAGENVERZEICHNIS	Beilage
Zwischenabschluss	
Zwischenabschluss zum 15. August 2022	
Bilanz zum 15. August 2022	I
Gewinn- und Verlustrechnung für das Geschäftsjahr 2022	II
Anhang für das Geschäftsjahr 2022	III
Andere Beilagen	
Allgemeine Auftragsbedingungen	IV

RUNDUNGSHINWEIS

Bei der Summierung von gerundeten Beträgen und Prozentangaben können durch Verwendung automatischer Rechenhilfen rundungsbedingte Rechendifferenzen auftreten.

An die Mitglieder der Geschäftsführung der
FS Steel-Products GmbH,
Wien

Wir haben die Prüfung des Zwischenabschlusses zum 15. August 2022 der

FS Steel-Products GmbH,
Wien,
(im Folgenden auch kurz "Gesellschaft" genannt)

abgeschlossen und erstatten über das Ergebnis dieser Prüfung den folgenden Bericht:

1. PRÜFUNGSVERTRAG UND AUFTRAGSDURCHFÜHRUNG

Wir wurden von der FS Steel-Products GmbH, Wien, zum Abschlussprüfer für den Zwischenabschluss zum 15. August 2022 gewählt. Die Gesellschaft, vertreten durch die Geschäftsführung, schloss mit uns einen Prüfungsvertrag, den Zwischenabschluss zum 15. August 2022 unter Einbeziehung der Buchführung gemäß §§ 269ff UGB zu prüfen.

Bei der geprüften Gesellschaft handelt es sich um eine kleine Kapitalgesellschaft im Sinn des § 221UGB.

Bei der gegenständlichen Prüfung handelt es sich um eine freiwillige Prüfung.

Diese Prüfung erstreckt sich darauf, ob bei der Erstellung des Zwischenabschlusses und der Buchführung die gesetzlichen Vorschriften beachtet wurden.

Bei unserer Prüfung beachteten wir die in Österreich geltenden gesetzlichen Vorschriften und die berufsüblichen Grundsätze ordnungsgemäßer Durchführung von Abschlussprüfungen. Diese Grundsätze erfordern die Anwendung der internationalen Prüfungsstandards (International Standards on Auditing). Wir weisen darauf hin, dass die Abschlussprüfung mit hinreichender Sicherheit die Richtigkeit des Abschlusses gewährleisten soll. Eine absolute Sicherheit lässt sich nicht erreichen, weil jedem internen Kontrollsystem die Möglichkeit von Fehlern immanent ist und auf Grund der stichprobengestützten

Prüfung ein unvermeidbares Risiko besteht, dass wesentliche falsche Darstellungen im Zwischenabschluss unentdeckt bleiben. Die Prüfung erstreckte sich nicht auf Bereiche, die üblicherweise den Gegenstand von Sonderprüfungen bilden.

Wir führten die Prüfung im August 2022 in den Räumen unserer Kanzlei in Wien durch. Die Prüfung wurde mit dem Datum dieses Berichtes materiell abgeschlossen.

Für die ordnungsgemäße Durchführung des Auftrages ist Herr Harald Micheli, MA, Wirtschaftsprüfer, verantwortlich.

Grundlage für unsere Prüfung ist der mit der Gesellschaft abgeschlossene Prüfungsvertrag, bei dem die von der Kammer der Steuerberater und Wirtschaftsprüfer herausgegebenen "Allgemeinen Auftragsbedingungen für Wirtschaftstreuhandberufe" (Beilage IV) einen integrierten Bestandteil bilden. Diese Auftragsbedingungen gelten nicht nur zwischen der Gesellschaft und dem Abschlussprüfer, sondern auch gegenüber Dritten. Unsere Verantwortlichkeit und Haftung bei der Prüfung ist analog zu § 275 Abs. 2 UGB (Haftungsregelung bei der Abschlussprüfung einer kleinen oder mittelgroßen Gesellschaft) gegenüber der Gesellschaft aber auch gegenüber Dritten mit insgesamt 2 Millionen Euro begrenzt.

2. AUFGLIEDERUNG UND ERLÄUTERUNG VON WESENTLICHEN POSTEN DES ZWISCHENABSCHLUSSES

Alle erforderlichen Aufgliederungen und Erläuterungen von wesentlichen Posten des Zwischenabschlusses sind im Anhang des Zwischenabschlusses enthal-

ten. Wir verweisen daher auf die entsprechenden Angaben der Geschäftsführung im Anhang des Zwischenabschlusses.

3. ZUSAMMENFASSUNG DES PRÜFUNGSERGEBNISSES

FESTSTELLUNGEN ZUR GESETZMÄßIGKEIT VON BUCHFÜHRUNG UND ZWISCHENABSCHLUSS

Bei unseren Prüfungshandlungen stellten wir die Einhaltung der gesetzlichen Vorschriften und der Grundsätze ordnungsmäßiger Buchführung fest.

Im Rahmen unseres risiko- und kontrollorientierten Prüfungsansatzes haben wir – soweit wir dies für unsere Prüfungsaussage für notwendig erachteten – die internen Kontrollen in Teilbereichen des Rechnungslegungsprozesses in die Prüfung einbezogen.

Hinsichtlich der Gesetzmäßigkeit des Zwischenabschlusses verweisen wir auf unsere Ausführungen im Bestätigungsvermerk.

ERTEILTE AUSKÜNFTE

Die gesetzlichen Vertreter erteilten die von uns verlangten Aufklärungen und Nachweise. Eine von den gesetzlichen Vertretern unterfertigte Vollständigkeitserklärung haben wir zu unseren Akten genommen.

STELLUNGNAHME ZU TATSACHEN NACH § 273 ABS. 2 UND ABS. 3 UGB (AUSÜBUNG DER REDEPFLICHT)

Bei Wahrnehmung unserer Aufgaben als Abschlussprüfer haben wir keine Tatsachen festgestellt, die den Bestand der geprüften Gesellschaft gefährden oder ihre Entwicklung wesentlich beeinträchtigen können oder die schwerwiegende Verstöße der gesetzlichen Vertreter oder von Arbeitnehmern gegen Gesetz oder Gesellschaftsvertrag erkennen lassen. Wesentliche Schwächen bei den internen Kontrollen des Rechnungslegungsprozesses sind uns nicht zur Kenntnis gelangt. Die Voraussetzungen für die Vermutung eines Reorganisationsbedarfs (§ 22 Abs. 1 Z 1 URG) sind nicht gegeben.

4. BESTÄTIGUNGSVERMERK

BERICHT ZUM ZWISCHENABSCHLUSS

PRÜFUNGSURTEIL

Wir haben den Zwischenabschluss der FS Steel-Products GmbH, Wien, bestehend aus der Bilanz zum 15. August 2022, der Gewinn- und Verlustrechnung für das an diesem Stichtag endende Geschäftsjahr und dem Anhang, geprüft.

Nach unserer Beurteilung entspricht der beigefügte Zwischenabschluss den gesetzlichen Vorschriften und vermittelt ein möglichst getreues Bild der Vermögens- und Finanzlage zum 15. August 2022 sowie der Ertragslage der Gesellschaft für das an diesem Stichtag endende Geschäftsjahr in Übereinstimmung mit den österreichischen unternehmensrechtlichen Vorschriften.

GRUNDLAGE FÜR DAS PRÜFUNGSURTEIL

Wir haben unsere Abschlussprüfung in Übereinstimmung mit den österreichischen Grundsätzen ordnungsmäßiger Abschlussprüfung durchgeführt. Diese Grundsätze erfordern die Anwendung der International Standards on Auditing (ISA). Unsere Verantwortlichkeiten nach diesen Vorschriften und Standards sind im Abschnitt „Verantwortlichkeiten des Abschlussprüfers für die Prüfung des Zwischenabschlusses“ unseres Bestätigungsvermerks weitergehend beschrieben. Wir sind von der Gesellschaft unabhängig in Übereinstimmung mit den österreichischen unternehmensrechtlichen und berufsrechtlichen Vorschriften, und wir haben unsere sonstigen beruflichen Pflichten in Übereinstimmung mit diesen Anforderungen erfüllt. Wir sind der Auffassung, dass die von uns erlangten Prüfungsnachweise bis zum Datum des Bestätigungsvermerkes ausreichend und geeignet sind, um als Grundlage für unser Prüfungsurteil zu diesem Datum zu dienen.

Unsere Verantwortlichkeit und Haftung bei der Abschlussprüfung ist analog zu § 275 Abs. 2 UGB (Haftungsregelung bei der Abschlussprüfung einer kleinen oder mittelgroßen Gesellschaft) gegenüber der Gesellschaft und auch gegenüber Dritten mit insgesamt 2 Millionen Euro begrenzt.

VERANTWORTLICHKEITEN DER GESETZLICHEN VERTRETER FÜR DEN ZWISCHENABSCHLUSS

Die gesetzlichen Vertreter sind verantwortlich für die Aufstellung des Zwischenabschlusses und dafür, dass dieser in Übereinstimmung mit den österreichischen unternehmensrechtlichen Vorschriften ein möglichst getreues Bild der Vermögens-, Finanz- und Ertragslage der Gesellschaft vermittelt. Ferner sind die gesetzlichen Vertreter verantwortlich für die internen Kontrollen, die sie als notwendig erachten, um die Aufstellung eines Zwischenabschlusses zu ermöglichen, der frei von wesentlichen falschen Darstellungen aufgrund von dolosen Handlungen oder Irrtümern ist.

Bei der Aufstellung des Zwischenabschlusses sind die gesetzlichen Vertreter dafür verantwortlich, die Fähigkeit der Gesellschaft zur Fortführung der Unternehmenstätigkeit zu beurteilen, Sachverhalte im Zusammenhang mit der Fortführung der Unternehmenstätigkeit – sofern einschlägig – anzugeben, sowie dafür, den Rechnungslegungsgrundsatz der Fortführung der Unternehmenstätigkeit anzuwenden, es sei denn, die gesetzlichen Vertreter beabsichtigten, entweder die Gesellschaft zu liquidieren oder die Unternehmenstätigkeit einzustellen, oder haben keine realistische Alternative dazu.

VERANTWORTLICHKEITEN DES ABSCHLUSS-PRÜFERS FÜR DIE PRÜFUNG DES ZWISCHEN-ABSCHLUSSES

Unsere Ziele sind, hinreichende Sicherheit darüber zu erlangen, ob der Zwischenabschluss als Ganzes frei von wesentlichen falschen Darstellungen aufgrund von dolosen Handlungen oder Irrtümern ist und einen Bestätigungsvermerk zu erteilen, der unser Prüfungsurteil beinhaltet. Hinreichende Sicherheit ist ein hohes Maß an Sicherheit, aber keine Garantie dafür, dass eine in Übereinstimmung mit den österreichischen Grundsätzen ordnungsmäßiger Abschlussprüfung, die die Anwendung der ISA erfordern, durchgeführte Abschlussprüfung eine wesentliche falsche Darstellung, falls eine solche vorliegt, stets aufdeckt.

Falsche Darstellungen können aus dolosen Handlungen oder Irrtümern resultieren und werden als wesentlich angesehen, wenn von ihnen einzeln oder insgesamt vernünftigerweise erwartet werden könnte, dass sie die auf der Grundlage dieses Zwischenabschlusses getroffenen wirtschaftlichen Entscheidungen von Nutzern beeinflussen.

Als Teil einer Abschlussprüfung in Übereinstimmung mit den österreichischen Grundsätzen ordnungsmäßiger Abschlussprüfung, die die Anwendung der ISA erfordern, üben wir während der gesamten Abschlussprüfung pflichtgemäßes Ermessen aus und bewahren eine kritische Grundhaltung.

Darüber hinaus gilt:

- ▶ Wir identifizieren und beurteilen die Risiken wesentlicher falscher Darstellungen aufgrund von dolosen Handlungen oder Irrtümern im Abschluss, planen Prüfungshandlungen als Reaktion auf diese Risiken, führen sie durch und erlangen Prüfungsnachweise, die ausreichend und geeignet sind, um als Grundlage für unser Prüfungsurteil zu dienen. Das Risiko, dass aus dolosen Handlungen resultierende wesentliche falsche Darstellungen nicht aufgedeckt werden, ist höher als ein aus Irrtümern resultierendes, da dolose Handlungen kollusives Zusammenwirken, Fälschungen, beabsichtigte Unvollständigkeiten, irreführende Darstellungen oder das Außerkraftsetzen interner Kontrollen beinhalten können.
- ▶ Wir gewinnen ein Verständnis von dem für die Abschlussprüfung relevanten internen Kontrollsystem, um Prüfungshandlungen zu planen, die unter den gegebenen Umständen angemessen sind, jedoch nicht mit dem Ziel, ein Prüfungsurteil zur Wirksamkeit des internen Kontrollsystems der Gesellschaft abzugeben.
- ▶ Wir beurteilen die Angemessenheit der von den gesetzlichen Vertretern angewandten Rechnungslegungsmethoden sowie die Vertretbarkeit der von den gesetzlichen Vertretern dargestellten geschätzten Werte in der Rechnungslegung und damit zusammenhängende Angaben.
- ▶ Wir ziehen Schlussfolgerungen über die Angemessenheit der Anwendung des Rechnungslegungsgrundsatzes der Fortführung der Unternehmenstätigkeit durch die gesetzlichen Vertreter sowie, auf der Grundlage der erlangten Prüfungsnachweise, ob eine wesentliche Unsicherheit im Zusammenhang mit Ereignissen oder Gegebenheiten besteht, die erhebliche Zweifel an der Fähigkeit der Gesellschaft zur Fortführung der Unternehmenstätigkeit aufwerfen können. Falls wir die Schlussfolgerung ziehen, dass eine wesentliche Unsicherheit besteht, sind wir verpflichtet, in unserem Bestätigungsvermerk auf die dazugehörigen Angaben im Zwischenabschluss aufmerksam zu machen oder, falls diese Angaben unangemessen sind, unser Prüfungsurteil zu modifizieren. Wir ziehen unsere Schlussfolgerungen auf der Grundlage der bis zum Datum unseres Bestätigungsvermerks erlangten Prüfungsnachweise. Zukünftige Ereignisse oder Gegebenheiten können jedoch die Abkehr der Gesellschaft von der Fortführung der Unternehmenstätigkeit zur Folge haben.
- ▶ Wir beurteilen die Gesamtdarstellung, den Aufbau und den Inhalt des Zwischenabschlusses einschließlich der Angaben sowie ob der Zwischenabschluss die zugrunde liegenden Geschäftsvorfälle und Ereignisse in einer Weise wiedergibt, dass ein möglichst getreues Bild erreicht wird.

Wien, am 26. August 2022

BDO Austria GmbH
Wirtschaftsprüfung und Steuerberatungsgesellschaft

ppa. Harald Micheli, MA
Wirtschaftsprüfer

Mag. Gerhard Posautz
Wirtschaftsprüfer



Die Veröffentlichung oder Weitergabe des Zwischenabschlusses mit unserem Bestätigungsvermerk darf nur in der von uns bestätigten Fassung erfolgen. Dieser Bestätigungsvermerk bezieht sich ausschließlich auf den deutschsprachigen und vollständigen Zwischenabschluss. Für abweichende Fassungen sind die Vorschriften des § 281 Abs. 2 UGB zu beachten.

FS Steel-Products GmbH
Praterstraße 15/3/Top 17
A-1020 Wien

ZWISCHENABSCHLUSS 2022
erstellt nach den Grundsätzen des österreichischen UGB

Eröffnungsbilanz
31.03.2022

Zwischenbilanz
15.08.2022

BILANZ**AKTIVA**

A. Umlaufvermögen	1.790.182,84	100.000,00
<i>I. Forderungen und sonstige Vermögensgegenstände</i>	<i>1.359,50</i>	
1. sonstige Forderungen und Vermögensgegenstände	1.359,50	
<i>II. Guthaben bei Kreditinstituten</i>	<i>1.788.823,34</i>	<i>100.000,00</i>
BILANZSUMME	1.790.182,84	100.000,00

PASSIVA

A. Eigenkapital	1.788.382,84	100.000,00
<i>I. Stammkapital</i>	<i>100.000,00</i>	<i>100.000,00</i>
<i>II. Kapitalrücklagen</i>	<i>1.700.000,00</i>	
1. nicht gebundene	1.700.000,00	
<i>III. Bilanzverlust</i>	<i>-11.617,16</i>	
<i>davon Verlustvortrag</i>	<i>0,00</i>	
B. Rückstellungen	1.800,00	0,00
1. sonstige Rückstellungen	1.800,00	
BILANZSUMME	1.790.182,84	100.000,00

GEWINN- UND VERLUSTRECHNUNG

1. sonstige betriebliche Aufwendungen	-11.617,16
2. Zwischensumme aus Z 1 (Betriebsergebnis)	-11.617,16
3. Ergebnis vor Steuern (Zwischensumme aus Z 2)	-11.617,16
4. Ergebnis nach Steuern	-11.617,16
5. Jahresfehlbetrag	-11.617,16
6. Bilanzverlust	-11.617,16

A large, stylized handwritten signature in black ink, appearing to be 'M. Müller', is written across the lower half of the page.

ANHANG

zur Bilanz per 15.08.2022

der

FS Steel-Products GmbH

I. Erläuterungen der Bilanzierungs- und Bewertungsmethoden

1. Allgemeines

Der vorliegende Jahresabschluss wurde nach den Vorschriften des Unternehmensgesetzbuches in der geltenden Fassung unter Beachtung der Grundsätze ordnungsmäßiger Buchführung sowie unter Beachtung der Generalnorm, ein möglichst getreues Bild der Vermögens-, Finanz- und Ertragslage des Unternehmens zu vermitteln, aufgestellt.

Die Erstellung des Jahresabschlusses erfolgte unter Beachtung des Grundsatzes der Vollständigkeit.

Bei der Bewertung der einzelnen Vermögensgegenstände und Schulden wurde der Grundsatz der Einzelbewertung beachtet und eine Fortführung des Unternehmens unterstellt.

Dem Vorsichtsprinzip wurde dadurch Rechnung getragen, dass nur die am Abschlussstichtag verwirklichten Gewinne ausgewiesen wurden. Alle erkennbaren Risiken und drohenden Verluste wurden berücksichtigt. Die Grundsätze des wirtschaftlichen Gehalts sowie die Wesentlichkeit wurden bei der Erstellung des Abschlusses berücksichtigt. Bei der Beurteilung von Geschäftsfällen und Vereinbarungen ist das Tragen von Chancen und Risiken für die Bilanzierung ausschlaggebend und nicht die formelle juristische Gestaltung.

Die Gesellschaft wurde mit Gesellschaftsvertrag vom 30.03.2022 gegründet und am 22.04.2022 im Firmenbuch eingetragen. Die Angabe von Vorjahreszahlen entfällt daher.

Die Gewinn- und Verlustrechnung umfasst den Zeitraum vom 1. April bis 15. August 2022 und ist nach dem Gesamtkostenverfahren aufgestellt. Es handelt sich um einen Zwischenabschluss der Gesellschaft.

2. Umlaufvermögen

a) Forderungen und sonstige Vermögensgegenstände

Die Forderungen und sonstigen Vermögensgegenstände sind mit dem Nennbetrag angesetzt.

Im Falle erkennbarer Einzelrisiken wird der niedrigere beizulegende Wert ermittelt und angesetzt.

3. Rückstellungen

Die sonstigen Rückstellungen werden unter Beachtung des Vorsichtsprinzips für alle im Zeitpunkt der Bilanzerstellung erkennbaren Risiken und ungewissen Verbindlichkeiten nach vernünftiger unternehmerischer Beurteilung und unter dem Grundsatz der verlässlichen Schätzung gebildet.

II. Erläuterungen zur Bilanz

Zur Verbesserung der Klarheit der Darstellung in der Bilanz werden einzelne Posten zusammengefasst. Die erforderlichen Einzelangaben erfolgen in den Erläuterungen zu den einzelnen Bilanzposten.

Eigenkapital

Das Stammkapital beträgt zum 15. August 2022 EUR 100.000,00 (31.03.2022: TEUR 100) und ist zur Gänze eingezahlt.

Bei der ungebundenen Kapitalrücklage handelt es sich um einen Gesellschafterzuschuss.

Rückstellungen

Die sonstigen Rückstellungen enthalten Aufwendungen für Tätigkeiten des Abschlussprüfers in der Höhe von EUR 1.800, --.

Haftungsverhältnisse

Es bestehen keine Eventualverbindlichkeiten.

III. Sonstige Angaben

Durchschnittliche Zahl der Mitarbeiter

Die Gesellschaft beschäftigte keine Dienstnehmer.

Konzernbeziehungen

Die Gesellschaft gehört dem Konzern der Javor Unternehmensbeteiligungsges.m.b.H. mit dem Sitz in Wien an. Die Javor Unternehmensbeteiligungsges.m.b.H, Wien, stellt einen Konzernabschluss für das Geschäftsjahr 2022 auf. Dieser Konzernabschluss wird beim Handelsgericht Wien unter der Firmenbuchnummer FN 200305t hinterlegt.

Angaben über die Mitglieder der Unternehmensorgane

Geschäftsführer sind:

- Herr Mag. Marcel Javor
- Herr Dr. Ronald Nagy

Den Mitgliedern der Geschäftsführung wurden im Geschäftsjahr 2022 keine Vorschüsse und Kredite gewährt. Es wurden auch keine Haftungsverhältnisse zugunsten der Geschäftsführung eingegangen.

Wien, am 25.08.2022



Mag. Marcel Javor



Dr. Ronald Nagy

Allgemeine Auftragsbedingungen für Wirtschaftstreuhandberufe (AAB 2018)

Empfohlen vom Vorstand der Kammer der Steuerberater und
Wirtschaftsprüfer zuletzt mit Beschluss vom 18.04.2018

Präambel und Allgemeines

(1) Auftrag im Sinne dieser Bedingungen meint jeden Vertrag über vom zur Ausübung eines Wirtschaftstreuhandberufes Berechtigten in Ausübung dieses Berufes zu erbringende Leistungen (sowohl faktische Tätigkeiten als auch die Besorgung oder Durchführung von Rechtsgeschäften oder Rechtshandlungen, jeweils im Rahmen der §§ 2 oder 3 Wirtschaftstreuhandberufsgesetz 2017 (WTBG 2017)). Die Parteien des Auftrages werden in Folge zum einen „Auftragnehmer“, zum anderen „Auftraggeber“ genannt).

(2) Diese Allgemeinen Auftragsbedingungen für Wirtschaftstreuhandberufe gliedern sich in zwei Teile: Die Auftragsbedingungen des I. Teiles gelten für Aufträge, bei denen die Auftragserteilung zum Betrieb des Unternehmens des Auftraggebers (Unternehmer iSd KSchG) gehört. Für Verbrauchergeschäfte gemäß Konsumentenschutzgesetz (Bundesgesetz vom 8.3.1979/BGBl Nr.140 in der derzeit gültigen Fassung) gelten sie insoweit der II. Teil keine abweichenden Bestimmungen für diese enthält.

(3) Im Falle der Unwirksamkeit einer einzelnen Bestimmung ist diese durch eine wirksame, die dem angestrebten Ziel möglichst nahe kommt, zu ersetzen.

I. TEIL

1. Umfang und Ausführung des Auftrages

(1) Der Umfang des Auftrages ergibt sich in der Regel aus der schriftlichen Auftragsvereinbarung zwischen Auftraggeber und Auftragnehmer. Fehlt diesbezüglich eine detaillierte schriftliche Auftragsvereinbarung gilt im Zweifel (2)-(4):

(2) Bei Beauftragung mit Steuerberatungsleistungen umfasst die Beratungstätigkeit folgende Tätigkeiten:

- Ausarbeitung der Jahressteuererklärungen für die Einkommen- oder Körperschaftsteuer sowie Umsatzsteuer und zwar auf Grund der vom Auftraggeber vorzulegenden oder (bei entsprechender Vereinbarung) vom Auftragnehmer erstellten Jahresabschlüsse und sonstiger, für die Besteuerung erforderlichen Aufstellungen und Nachweise. Wenn nicht ausdrücklich anders vereinbart, sind die für die Besteuerung erforderlichen Aufstellungen und Nachweise vom Auftraggeber beizubringen.
- Prüfung der Bescheide zu den unter a) genannten Erklärungen.
- Verhandlungen mit den Finanzbehörden im Zusammenhang mit den unter a) und b) genannten Erklärungen und Bescheiden.
- Mitwirkung bei Betriebsprüfungen und Auswertung der Ergebnisse von Betriebsprüfungen hinsichtlich der unter a) genannten Steuern.
- Mitwirkung im Rechtsmittelverfahren hinsichtlich der unter a) genannten Steuern.

Erhält der Auftragnehmer für die laufende Steuerberatung ein Pauschalhonorar, so sind mangels anderweitiger schriftlicher Vereinbarungen die unter d) und e) genannten Tätigkeiten gesondert zu honorieren.

(3) Soweit die Ausarbeitung von einer oder mehreren Jahressteuererklärung(en) zum übernommenen Auftrag zählt, gehört dazu nicht die Überprüfung etwaiger besonderer buchmäßiger Voraussetzungen sowie die Prüfung, ob alle in Betracht kommenden insbesondere umsatzsteuerrechtlichen Begünstigungen wahrgenommen worden sind, es sei denn, hierüber besteht eine nachweisliche Beauftragung.

(4) Die Verpflichtung zur Erbringung anderer Leistungen gemäß §§ 2 und 3 WTBG 2017 bedarf jedenfalls nachweislich einer gesonderten Beauftragung.

(5) Vorstehende Absätze (2) bis (4) gelten nicht bei Sachverständigentätigkeit.

(6) Es bestehen keinerlei Pflichten des Auftragnehmers zur Leistungserbringung, Warnung oder Aufklärung über den Umfang des Auftrages hinaus.

(7) Der Auftragnehmer ist berechtigt, sich zur Durchführung des Auftrages geeigneter Mitarbeiter und sonstiger Erfüllungsgehilfen (Subunternehmer) zu bedienen, als auch sich bei der Durchführung des Auftrages durch einen Berufsbefugten substituieren zu lassen. Mitarbeiter im Sinne dieser Bedingungen meint alle Personen, die den Auftragnehmer auf regelmäßiger oder dauerhafter Basis bei seiner betrieblichen Tätigkeit unterstützen, unabhängig von der Art der rechtsgeschäftlichen Grundlage.

(8) Der Auftragnehmer hat bei der Erbringung seiner Leistungen ausschließlich österreichisches Recht zu berücksichtigen; ausländisches Recht ist nur bei ausdrücklicher schriftlicher Vereinbarung zu berücksichtigen.

(9) Ändert sich die Rechtslage nach Abgabe der abschließenden schriftlichen als auch mündlichen beruflichen Äußerung, so ist der Auftragnehmer nicht verpflichtet, den Auftraggeber auf Änderungen oder sich daraus ergebende Folgen hinzuweisen. Dies gilt auch für in sich abgeschlossene Teile eines Auftrages.

(10) Der Auftraggeber ist verpflichtet dafür Sorge zu tragen, dass die von ihm zur Verfügung gestellten Daten vom Auftragnehmer im Rahmen der Leistungserbringung verarbeitet werden dürfen. Diesbezüglich hat der Auftraggeber insbesondere aber nicht ausschließlich die anwendbaren datenschutz- und arbeitsrechtlichen Bestimmungen zu beachten.

(11) Bringt der Auftragnehmer bei einer Behörde ein Anbringen elektronisch ein, so handelt er – mangels ausdrücklicher gegenteiliger Vereinbarung – lediglich als Bote und stellt dies keine ihm oder einem einreichend Bevollmächtigten zurechenbare Willens- oder Wissenserklärung dar.

(12) Der Auftraggeber verpflichtet sich, Personen, die während des Auftragsverhältnisses Mitarbeiter des Auftragnehmers sind oder waren, während und binnen eines Jahres nach Beendigung des Auftragsverhältnisses nicht in seinem Unternehmen oder in einem ihm nahestehenden Unternehmen zu beschäftigen, widrigenfalls er sich zur Bezahlung eines Jahresbezuges des übernommenen Mitarbeiters an den Auftragnehmer verpflichtet.

2. Aufklärungspflicht des Auftraggebers; Vollständigkeitserklärung

(1) Der Auftraggeber hat dafür zu sorgen, dass dem Auftragnehmer auch ohne dessen besondere Aufforderung alle für die Ausführung des Auftrages notwendigen Unterlagen zum vereinbarten Termin und in Ermangelung eines solchen rechtzeitig in geeigneter Form vorgelegt werden und ihm von allen Vorgängen und Umständen Kenntnis gegeben wird, die für die Ausführung des Auftrages von Bedeutung sein können. Dies gilt auch für die Unterlagen, Vorgänge und Umstände, die erst während der Tätigkeit des Auftragnehmers bekannt werden.

(2) Der Auftragnehmer ist berechtigt, die ihm erteilten Auskünfte und übergebenen Unterlagen des Auftraggebers, insbesondere Zahlenangaben, als richtig und vollständig anzusehen und dem Auftrag zu Grunde zu legen. Der Auftragnehmer ist ohne gesonderten schriftlichen Auftrag nicht verpflichtet, Unrichtigkeiten fest zu stellen. Insbesondere gilt dies auch für die Richtigkeit und Vollständigkeit von Rechnungen. Stellt er allerdings Unrichtigkeiten fest, so hat er dies dem Auftraggeber bekannt zu geben. Er hat im Finanzstrafverfahren die Rechte des Auftraggebers zu wahren.

(3) Der Auftraggeber hat dem Auftragnehmer die Vollständigkeit der vorgelegten Unterlagen sowie der gegebenen Auskünfte und Erklärungen im Falle von Prüfungen, Gutachten und Sachverständigentätigkeit schriftlich zu bestätigen.

(4) Wenn bei der Erstellung von Jahresabschlüssen und anderen Abschlüssen vom Auftraggeber erhebliche Risiken nicht bekannt gegeben worden sind, bestehen für den Auftragnehmer insoweit diese Risiken schlagend werden keinerlei Ersatzpflichten.

(5) Vom Auftragnehmer angegebene Termine und Zeitpläne für die Fertigstellung von Produkten des Auftragnehmers oder Teilen davon sind bestmögliche Schätzungen und, sofern nicht anders schriftlich vereinbart, nicht bindend. Selbiges gilt für etwaige Honorarschätzungen: diese werden nach bestem Wissen erstellt; sie sind jedoch stets unverbindlich.

(6) Der Auftraggeber hat dem Auftragnehmer jeweils aktuelle Kontaktdaten (insbesondere Zustelladresse) bekannt zu geben. Der Auftragnehmer darf sich bis zur Bekanntgabe neuer Kontaktdaten auf die Gültigkeit der zuletzt vom Auftraggeber bekannt gegebenen Kontaktdaten verlassen, insbesondere Zustellung an die zuletzt bekannt gegebene Adresse vornehmen lassen.

3. Sicherung der Unabhängigkeit

(1) Der Auftraggeber ist verpflichtet, alle Vorkehrungen zu treffen, um zu verhindern, dass die Unabhängigkeit der Mitarbeiter des Auftragnehmers gefährdet wird, und hat selbst jede Gefährdung dieser Unabhängigkeit zu unterlassen. Dies gilt insbesondere für Angebote auf Anstellung und für Angebote, Aufträge auf eigene Rechnung zu übernehmen.

(2) Der Auftraggeber nimmt zur Kenntnis, dass seine hierfür notwendigen personenbezogenen Daten sowie Art und Umfang inklusive Leistungszeitraum der zwischen Auftragnehmer und Auftraggeber vereinbarten Leistungen (sowohl Prüfungs- als auch Nichtprüfungsleistungen) zum Zweck der Überprüfung des Vorliegens von Befangenheits- oder Ausschließungsgründen und Interessenkollisionen in einem allfälligen Netzwerk, dem der Auftragnehmer angehört, verarbeitet und zu diesem Zweck an die übrigen Mitglieder dieses Netzwerkes auch ins Ausland übermittelt werden. Hierfür entbindet der Auftraggeber den Auftragnehmer nach dem Datenschutzgesetz und gemäß § 80 Abs 4 Z 2 WTBG 2017 ausdrücklich von dessen Verschwiegenheitspflicht. Der Auftraggeber kann die Entbindung von der Verschwiegenheitspflicht jederzeit widerrufen.

4. Berichterstattung und Kommunikation

(1) (Berichterstattung durch den Auftragnehmer) Bei Prüfungen und Gutachten ist, soweit nichts anderes vereinbart wurde, ein schriftlicher Bericht zu erstatten.

(2) (Kommunikation an den Auftraggeber) Alle auftragsbezogenen Auskünfte und Stellungnahmen, einschließlich Berichte, (allesamt Wissensklärungen) des Auftragnehmers, seiner Mitarbeiter, sonstiger Erfüllungsgehilfen oder Substitute („berufliche Äußerungen“) sind nur dann verbindlich, wenn sie schriftlich erfolgen. Berufliche Äußerungen in elektronischen Dateiformaten, welche per Fax oder E-Mail oder unter Verwendung ähnlicher Formen der elektronischen Kommunikation (speicher- und wiedergabefähig und nicht mündlich dh zB SMS aber nicht Telefon) erfolgen, übermittelt oder bestätigt werden, gelten als schriftlich; dies gilt ausschließlich für berufliche Äußerungen. Das Risiko der Erteilung der beruflichen Äußerungen durch dazu Nichtbefugte und das Risiko der Übersendung dieser trägt der Auftraggeber.

(3) (Kommunikation an den Auftraggeber) Der Auftraggeber stimmt hiermit zu, dass der Auftragnehmer elektronische Kommunikation mit dem Auftraggeber (zB via E-Mail) in unverschlüsselter Form vornimmt. Der Auftraggeber erklärt, über die mit der Verwendung elektronischer Kommunikation verbundenen Risiken (insbesondere Zugang, Geheimhaltung, Veränderung von Nachrichten im Zuge der Übermittlung) informiert zu sein. Der Auftragnehmer, seine Mitarbeiter, sonstigen Erfüllungsgehilfen oder Substitute haften nicht für Schäden, die durch die Verwendung elektronischer Kommunikationsmittel verursacht werden.

(4) (Kommunikation an den Auftragnehmer) Der Empfang und die Weiterleitung von Informationen an den Auftragnehmer und seine Mitarbeiter sind bei Verwendung von Telefon – insbesondere in Verbindung mit automatischen Anrufbeantwortungssystemen, Fax, E-Mail und anderen Formen der elektronischen Kommunikation – nicht immer sichergestellt. Aufträge und wichtige Informationen gelten daher dem Auftragnehmer nur dann als zugegangen, wenn sie auch physisch (nicht fern-)mündlich oder elektronisch) zugegangen sind, es sei denn, es wird im Einzelfall der Empfang ausdrücklich bestätigt. Automatische Übermittlungs- und Lesebestätigungen gelten nicht als solche ausdrücklichen Empfangsbestätigungen. Dies gilt insbesondere für die Übermittlung von Bescheiden und anderen Informationen über Fristen. Kritische und wichtige Mitteilungen müssen daher per Post oder Kurier an den Auftragnehmer gesandt werden. Die Übergabe von Schriftstücken an Mitarbeiter außerhalb der Kanzlei gilt nicht als Übergabe.

(5) (Allgemein) Schriftlich meint insoweit in Punkt 4 (2) nicht anderes bestimmt, Schriftlichkeit iSd § 886 ABGB (Unterschriftlichkeit). Eine fortgeschrittene elektronische Signatur (Art. 26 eIDAS-VO, (EU) Nr. 910/2014) erfüllt das Erfordernis der Schriftlichkeit iSd § 886 ABGB (Unterschriftlichkeit), soweit dies innerhalb der Parteiendisposition liegt.

(6) (Werbliche Information) Der Auftragnehmer wird dem Auftraggeber wiederkehrend allgemeine steuerrechtliche und allgemeine wirtschaftsrechtliche Informationen elektronisch (zB per E-Mail) übermitteln. Der Auftraggeber nimmt zur Kenntnis, dass er das Recht hat, der Zusendung von Direktwerbung jederzeit zu widersprechen.

5. Schutz des geistigen Eigentums des Auftragnehmers

(1) Der Auftraggeber ist verpflichtet, dafür zu sorgen, dass die im Rahmen des Auftrages vom Auftragnehmer erstellten Berichte, Gutachten, Organisationspläne, Entwürfe, Zeichnungen, Berechnungen und dergleichen nur für Auftragszwecke (z.B. gemäß § 44 Abs 3 EStG 1988) verwendet werden. Im Übrigen bedarf die Weitergabe schriftlicher als auch

mündlicher beruflicher Äußerungen des Auftragnehmers an einen Dritten zur Nutzung der schriftlichen Zustimmung des Auftragnehmers.

(2) Die Verwendung schriftlicher als auch mündlicher beruflicher Äußerungen des Auftragnehmers zu Werbezwecken ist unzulässig; ein Verstoß berechtigt den Auftragnehmer zur fristlosen Kündigung aller noch nicht durchgeführten Aufträge des Auftraggebers.

(3) Dem Auftragnehmer verbleibt an seinen Leistungen das Urheberrecht. Die Einräumung von Werknutzungsbewilligungen bleibt der schriftlichen Zustimmung des Auftragnehmers vorbehalten.

6. Mängelbeseitigung

(1) Der Auftragnehmer ist berechtigt und verpflichtet, nachträglich hervorkommende Unrichtigkeiten und Mängel in seiner schriftlichen als auch mündlichen beruflichen Äußerung zu beseitigen, und verpflichtet, den Auftraggeber hiervon unverzüglich zu verständigen. Er ist berechtigt, auch über die ursprüngliche berufliche Äußerung informierte Dritte von der Änderung zu verständigen.

(2) Der Auftraggeber hat Anspruch auf die kostenlose Beseitigung von Unrichtigkeiten, sofern diese durch den Auftragnehmer zu vertreten sind; dieser Anspruch erlischt sechs Monate nach erbrachter Leistung des Auftragnehmers bzw. – falls eine schriftliche berufliche Äußerung nicht abgegeben wird – sechs Monate nach Beendigung der beanstandeten Tätigkeit des Auftragnehmers.

(3) Der Auftraggeber hat bei Fehlschlägen der Nachbesserung etwaiger Mängel Anspruch auf Minderung. Soweit darüber hinaus Schadenersatzansprüche bestehen, gilt Punkt 7.

7. Haftung

(1) Sämtliche Haftungsregelungen gelten für alle Streitigkeiten im Zusammenhang mit dem Auftragsverhältnis, gleich aus welchem Rechtsgrund. Der Auftragnehmer haftet für Schäden im Zusammenhang mit dem Auftragsverhältnis (einschließlich dessen Beendigung) nur bei Vorsatz und grober Fahrlässigkeit. Die Anwendbarkeit des § 1298 Satz 2 ABGB wird ausgeschlossen.

(2) Im Falle grober Fahrlässigkeit beträgt die Ersatzpflicht des Auftragnehmers höchstens das zehnfache der Mindestversicherungssumme der Berufshaftpflichtversicherung gemäß § 11 Wirtschaftstreuhänderberufsgesetz 2017 (WTBG 2017) in der jeweils geltenden Fassung.

(3) Die Beschränkung der Haftung gemäß Punkt 7 (2) bezieht sich auf den einzelnen Schadensfall. Der einzelne Schadensfall umfasst sämtliche Folgen einer Pflichtverletzung ohne Rücksicht darauf, ob Schäden in einem oder in mehreren aufeinander folgenden Jahren entstanden sind. Dabei gilt mehrfaches auf gleicher oder gleichartiger Fehlerquelle beruhendes Tun oder Unterlassen als eine einheitliche Pflichtverletzung, wenn die betreffenden Angelegenheiten miteinander in rechtlichem und wirtschaftlichem Zusammenhang stehen. Ein einheitlicher Schaden bleibt ein einzelner Schadensfall, auch wenn er auf mehreren Pflichtverletzungen beruht. Weiters ist, außer bei vorsätzlicher Schädigung, eine Haftung des Auftragnehmers für entgangenen Gewinn sowie Begleit-, Folge-, Neben- oder ähnliche Schäden, ausgeschlossen.

(4) Jeder Schadenersatzanspruch kann nur innerhalb von sechs Monaten nachdem der oder die Anspruchsberechtigten von dem Schaden Kenntnis erlangt haben, spätestens aber innerhalb von drei Jahren ab Eintritt des (Primär)Schadens nach dem anspruchsbegründenden Ereignis gerichtlich geltend gemacht werden, sofern nicht in gesetzlichen Vorschriften zwingend andere Verjährungsfristen festgesetzt sind.

(5) Im Falle der (tatbestandsmäßigen) Anwendbarkeit des § 275 UGB gelten dessen Haftungsregeln auch dann, wenn an der Durchführung des Auftrages mehrere Personen beteiligt gewesen oder mehrere zum Ersatz verpflichtende Handlungen begangen worden sind und ohne Rücksicht darauf, ob andere Beteiligte vorsätzlich gehandelt haben.

(6) In Fällen, in denen ein förmlicher Bestätigungsvermerk erteilt wird, beginnt die Verjährungsfrist spätestens mit Erteilung des Bestätigungsvermerkes zu laufen.

(7) Wird die Tätigkeit unter Einschaltung eines Dritten, z.B. eines Daten verarbeitenden Unternehmens, durchgeführt, so gelten mit Benachrichtigung des Auftraggebers darüber nach Gesetz oder Vertrag be- oder entstehende Gewährleistungs- und Schadenersatzansprüche gegen den Dritten als an den Auftraggeber abgetreten. Der Auftragnehmer haftet, unbeschadet Punkt 4. (3), diesfalls nur für Verschulden bei der Auswahl des Dritten.

(8) Eine Haftung des Auftragnehmers Dritten gegenüber ist in jedem Fall ausgeschlossen. Geraten Dritte mit der Arbeit des Auftragnehmers wegen des Auftraggebers in welcher Form auch immer in Kontakt hat der Auftraggeber diese über diesen Umstand ausdrücklich aufzuklären. Soweit

ein solcher Haftungsausschluss gesetzlich nicht zulässig ist oder eine Haftung gegenüber Dritten vom Auftragnehmer ausnahmsweise übernommen wurde, gelten subsidiär diese Haftungsbeschränkungen jedenfalls auch gegenüber Dritten. Dritte können jedenfalls keine Ansprüche stellen, die über einen allfälligen Anspruch des Auftraggebers hinausgehen. Die Haftungshöchstsumme gilt nur insgesamt einmal für alle Geschädigten, einschließlich der Ersatzansprüche des Auftraggebers selbst, auch wenn mehrere Personen (der Auftraggeber und ein Dritter oder auch mehrere Dritte) geschädigt worden sind; Geschädigte werden nach ihrem Zuvorkommen befriedigt. Der Auftraggeber wird den Auftragnehmer und dessen Mitarbeiter von sämtlichen Ansprüchen Dritter im Zusammenhang mit der Weitergabe schriftlicher als auch mündlicher beruflicher Äußerungen des Auftragnehmers an diese Dritte schad- und klaglos halten.

(9) Punkt 7 gilt auch für allfällige Haftungsansprüche des Auftraggebers im Zusammenhang mit dem Auftragsverhältnis gegenüber Dritten (Erfüllungs- und Besorgungshelfen des Auftragnehmers) und den Substituten des Auftragnehmers.

8. Verschwiegenheitspflicht, Datenschutz

(1) Der Auftragnehmer ist gemäß § 80 WTBG 2017 verpflichtet, über alle Angelegenheiten, die ihm im Zusammenhang mit seiner Tätigkeit für den Auftraggeber bekannt werden, Stillschweigen zu bewahren, es sei denn, dass der Auftraggeber ihn von dieser Schweigepflicht entbindet oder gesetzliche Äußerungspflichten entgegen stehen.

(2) Soweit es zur Verfolgung von Ansprüchen des Auftragnehmers (insbesondere Ansprüche auf Honorar) oder zur Abwehr von Ansprüchen gegen den Auftragnehmer (insbesondere Schadenersatzansprüche des Auftraggebers oder Dritter gegen den Auftragnehmer) notwendig ist, ist der Auftragnehmer von seiner beruflichen Verschwiegenheitspflicht entbunden.

(3) Der Auftragnehmer darf Berichte, Gutachten und sonstige schriftliche berufliche Äußerungen über die Ergebnisse seiner Tätigkeit Dritten nur mit Einwilligung des Auftraggebers aushändigen, es sei denn, dass eine gesetzliche Verpflichtung hierzu besteht.

(4) Der Auftragnehmer ist datenschutzrechtlich Verantwortlicher im Sinne der Datenschutz-Grundverordnung („DSGVO“) hinsichtlich aller im Rahmen des Auftrages verarbeiteter personenbezogener Daten. Der Auftragnehmer ist daher befugt, ihm anvertraute personenbezogene Daten im Rahmen der Grenzen des Auftrages zu verarbeiten. Dem Auftragnehmer überlassene Materialien (Papier und Datenträger) werden grundsätzlich nach Beendigung der diesbezüglichen Leistungserbringung dem Auftraggeber oder an vom Auftraggeber namhaft gemachte Dritte übergeben oder wenn dies gesondert vereinbart ist vom Auftragnehmer verwahrt oder vernichtet. Der Auftragnehmer ist berechtigt Kopien davon aufzubewahren soweit er diese zur ordnungsgemäßen Dokumentation seiner Leistungen benötigt oder es rechtlich geboten oder beruflich ist.

(5) Sofern der Auftragnehmer den Auftraggeber dabei unterstützt, die den Auftraggeber als datenschutzrechtlich Verantwortlichen treffenden Pflichten gegenüber Betroffenen zu erfüllen, so ist der Auftragnehmer berechtigt, den entstandenen tatsächlichen Aufwand an den Auftraggeber zu verrechnen. Gleiches gilt, für den Aufwand der für Auskünfte im Zusammenhang mit dem Auftragsverhältnis anfällt, die nach Entbindung von der Verschwiegenheitspflicht durch den Auftraggeber gegenüber Dritten diesen Dritten erteilt werden.

9. Rücktritt und Kündigung („Beendigung“)

(1) Die Erklärung der Beendigung eines Auftrags hat schriftlich zu erfolgen (siehe auch Punkt 4 (4) und (5)). Das Erlöschen einer bestehenden Vollmacht bewirkt keine Beendigung des Auftrags.

(2) Soweit nicht etwas anderes schriftlich vereinbart oder gesetzlich zwingend vorgeschrieben ist, können die Vertragspartner den Vertrag jederzeit mit sofortiger Wirkung beenden. Der Honoraranspruch bestimmt sich nach Punkt 11.

(3) Ein Dauerauftrag (befristeter oder unbefristeter Auftrag über, wenn auch nicht ausschließlich, die Erbringung wiederholter Einzelleistungen, auch mit Pauschalvergütung) kann allerdings, soweit nichts anderes schriftlich vereinbart ist, ohne Vorliegen eines wichtigen Grundes nur unter Einhaltung einer Frist von drei Monaten („Beendigungsfrist“) zum Ende eines Kalendermonats beendet werden.

(4) Nach Erklärung der Beendigung eines Dauerauftrags – sind, soweit im Folgenden nicht abweichend bestimmt, nur jene einzelnen Werke vom Auftragnehmer noch fertigzustellen (verbleibender Auftragsstand), deren vollständige Ausführung innerhalb der Beendigungsfrist (grundsätzlich) möglich ist, soweit diese innerhalb eines Monats nach Beginn des Laufs der Beendigungsfrist dem Auftraggeber schriftlich im Sinne des Punktes 4 (2) bekannt gegeben werden. Der verbleibende Auftragsstand ist innerhalb der Beendigungsfrist fertig zu stellen, sofern sämtliche erforderlichen

Unterlagen rechtzeitig zur Verfügung gestellt werden und soweit nicht ein wichtiger Grund vorliegt, der dies hindert.

(5) Wären bei einem Dauerauftrag mehr als 2 gleichartige, üblicherweise nur einmal jährlich zu erstellende Werke (z.B. Jahresabschlüsse, Steuererklärungen etc.) fertig zu stellen, so zählen die über 2 hinaus gehenden Werke nur bei ausdrücklichem Einverständnis des Auftraggebers zum verbleibenden Auftragsstand. Auf diesen Umstand ist der Auftraggeber in der Bekanntgabe gemäß Punkt 9 (4) gegebenenfalls ausdrücklich hinzuweisen.

10. Beendigung bei Annahmeverzug und unterlassener Mitwirkung des Auftraggebers und rechtlichen Ausführungshindernissen

(1) Kommt der Auftraggeber mit der Annahme der vom Auftragnehmer angebotenen Leistung in Verzug oder unterlässt der Auftraggeber eine ihm nach Punkt 2. oder sonst wie obliegende Mitwirkung, so ist der Auftragnehmer zur fristlosen Beendigung des Vertrages berechtigt. Gleiches gilt, wenn der Auftraggeber eine (auch teilweise) Durchführung des Auftrages verlangt, die, nach begründetem Dafürhalten des Auftragnehmers, nicht der Rechtslage oder berufsbüchlichen Grundsätzen entspricht. Seine Honoraransprüche bestimmen sich nach Punkt 11. Annahmeverzug sowie unterlassene Mitwirkung seitens des Auftraggebers begründen auch dann den Anspruch des Auftragnehmers auf Ersatz der ihm hierdurch entstandenen Mehraufwendungen sowie des verursachten Schadens, wenn der Auftragnehmer von seinem Kündigungsrecht keinen Gebrauch macht.

(2) Bei Verträgen über die Führung der Bücher, die Vornahme der Personalsachbearbeitung oder Abgabeverrechnung ist eine fristlose Beendigung durch den Auftragnehmer gemäß Punkt 10 (1) zulässig, wenn der Auftraggeber seiner Mitwirkungspflicht gemäß Punkt 2. (1) zweimal nachweislich nicht nachkommt.

11. Honoraranspruch

(1) Unterbleibt die Ausführung des Auftrages (z.B. wegen Rücktritt oder Kündigung), so gebührt dem Auftragnehmer gleichwohl das vereinbarte Entgelt (Honorar), wenn er zur Leistung bereit war und durch Umstände, deren Ursache auf Seiten des Auftraggebers liegen, ein bloßes Mitverschulden des Auftragnehmers bleibt diesbezüglich außer Ansatz, daran gehindert worden ist; der Auftragnehmer braucht sich in diesem Fall nicht anrechnen zu lassen, was er durch anderweitige Verwendung seiner und seiner Mitarbeiter Arbeitskraft erwirbt oder zu erwerben unterlässt.

(2) Bei Beendigung eines Dauerauftrags gebührt das vereinbarte Entgelt für den verbleibenden Auftragsstand, sofern er fertiggestellt wird oder dies aus Gründen, die dem Auftraggeber zuzurechnen sind, unterbleibt (auf Punkt 11. (1) wird verwiesen). Vereinbarte Pauschalhonorare sind gegebenenfalls zu aliquotieren.

(3) Unterbleibt eine zur Ausführung des Werkes erforderliche Mitwirkung des Auftraggebers, so ist der Auftragnehmer auch berechtigt, ihm zur Nachholung eine angemessene Frist zu setzen mit der Erklärung, dass nach fruchtlosem Verstreichen der Frist der Vertrag als aufgehoben gelte, im Übrigen gelten die Folgen des Punkt 11. (1).

(4) Bei Nichteinhaltung der Beendigungsfrist gemäß Punkt 9. (3) durch den Auftraggeber, sowie bei Vertragsauflösung gemäß Punkt 10. (2) durch den Auftragnehmer behält der Auftragnehmer den vollen Honoraranspruch für drei Monate.

12. Honorar

(1) Sofern nicht ausdrücklich Unentgeltlichkeit vereinbart ist, wird jedenfalls gemäß § 1004 und § 1152 ABGB eine angemessene Entlohnung geschuldet. Höhe und Art des Honoraranspruchs des Auftragnehmers ergeben sich aus der zwischen ihm und seinem Auftraggeber getroffenen Vereinbarung. Sofern nicht nachweislich eine andere Vereinbarung getroffen wurde sind Zahlungen des Auftraggebers immer auf die älteste Schuld anzurechnen.

(2) Die kleinste verrechenbare Leistungseinheit beträgt eine Viertelstunde.

(3) Auch die Wegzeit wird im notwendigen Umfang verrechnet.

(4) Das Aktenstudium in der eigenen Kanzlei, das nach Art und Umfang zur Vorbereitung des Auftragnehmers notwendig ist, kann gesondert verrechnet werden.

(5) Erweist sich durch nachträglich hervorgekommene besondere Umstände oder auf Grund besonderer Inanspruchnahme durch den Auftraggeber ein bereits vereinbartes Entgelt als unzureichend, so hat der Auftragnehmer den Auftraggeber darauf hinzuweisen und sind Nachverhandlungen zur Vereinbarung eines angemessenen Entgelts zu führen (auch bei unzureichenden Pauschalhonoraren).

(6) Der Auftragnehmer verrechnet die Nebenkosten und die Umsatzsteuer zusätzlich. Beispielhaft aber nicht abschließend im Folgenden (7) bis (9):

(7) Zu den verrechenbaren Nebenkosten zählen auch belegte oder pauschalierte Barauslagen, Reisespesen (bei Bahnfahrten 1. Klasse), Diäten, Kilometergeld, Kopierkosten und ähnliche Nebenkosten.

(8) Bei besonderen Haftpflichtversicherungserfordernissen zählen die betreffenden Versicherungsprämien (inkl. Versicherungssteuer) zu den Nebenkosten.

(9) Weiters sind als Nebenkosten auch Personal- und Sachaufwendungen für die Erstellung von Berichten, Gutachten uä. anzusehen.

(10) Für die Ausführung eines Auftrages, dessen gemeinschaftliche Erledigung mehreren Auftragnehmern übertragen worden ist, wird von jedem das seiner Tätigkeit entsprechende Entgelt verrechnet.

(11) Entgelte und Entgeltvorschüsse sind mangels anderer Vereinbarungen sofort nach deren schriftlicher Geltendmachung fällig. Für Entgeltzahlungen, die später als 14 Tage nach Fälligkeit geleistet werden, können Verzugszinsen verrechnet werden. Bei beiderseitigen Unternehmensgeschäften gelten Verzugszinsen in der in § 456 1. und 2. Satz UGB festgelegten Höhe.

(12) Die Verjährung richtet sich nach § 1486 ABGB und beginnt mit Ende der Leistung bzw. mit späterer, in angemessener Frist erfolgter Rechnungslegung zu laufen.

(13) Gegen Rechnungen kann innerhalb von 4 Wochen ab Rechnungsdatum schriftlich beim Auftragnehmer Einspruch erhoben werden. Andernfalls gilt die Rechnung als anerkannt. Die Aufnahme einer Rechnung in die Bücher gilt jedenfalls als Anerkenntnis.

(14) Auf die Anwendung des § 934 ABGB im Sinne des § 351 UGB, das ist die Anfechtung wegen Verkürzung über die Hälfte für Geschäfte unter Unternehmern, wird verzichtet.

(15) Falls bei Aufträgen betreffend die Führung der Bücher, die Vornahme der Personalsachbearbeitung oder Abgabenverrechnung ein Pauschalhonorar vereinbart ist, so sind mangels anderweitiger schriftlicher Vereinbarung die Vertretungstätigkeit im Zusammenhang mit abgaben- und beitragsrechtlichen Prüfungen aller Art einschließlich der Abschluss von Vergleichen über Abgabenbemessungs- oder Beitragsgrundlagen, Berichterstattung, Rechtsmittelerhebung uä. gesondert zu honorieren. Sofern nichts anderes schriftlich vereinbart ist, gilt das Honorar als jeweils für ein Auftragsjahr vereinbart.

(16) Die Bearbeitung besonderer Einzelfragen im Zusammenhang mit den im Punkt 12. (15) genannten Tätigkeiten, insbesondere Feststellungen über das prinzipielle Vorliegen einer Pflichtversicherung, erfolgt nur aufgrund eines besonderen Auftrages.

(17) Der Auftragnehmer kann entsprechende Vorschüsse verlangen und seine (fortgesetzte) Tätigkeit von der Zahlung dieser Vorschüsse abhängig machen. Bei Daueraufträgen darf die Erbringung weiterer Leistungen bis zur Bezahlung früherer Leistungen (sowie allfälliger Vorschüsse gemäß Satz 1) verweigert werden. Bei Erbringung von Teilleistungen und offener Teilhonorierung gilt dies sinngemäß.

(18) Eine Beanstandung der Arbeiten des Auftragnehmers berechtigt, außer bei offenkundigen wesentlichen Mängeln, nicht zur auch nur teilweisen Zurückhaltung der ihm nach Punkt 12. zustehenden Honorare, sonstigen Entgelte, Kostenersätze und Vorschüsse (Vergütungen).

(19) Eine Aufrechnung gegen Forderungen des Auftragnehmers auf Vergütungen nach Punkt 12. ist nur mit unbestrittenen oder rechtskräftig festgestellten Forderungen zulässig.

13. Sonstiges

(1) Im Zusammenhang mit Punkt 12. (17) wird auf das gesetzliche Zurückbehaltungsrecht (§ 471 ABGB, § 369 UGB) verwiesen; wird das Zurückbehaltungsrecht zu Unrecht ausgeübt, haftet der Auftragnehmer grundsätzlich gemäß Punkt 7. aber in Abweichung dazu nur bis zur Höhe seiner noch offenen Forderung.

(2) Der Auftraggeber hat keinen Anspruch auf Ausfolgung von im Zuge der Auftragsbefreiung vom Auftragnehmer erstellten Arbeitspapieren und ähnlichen Unterlagen. Im Falle der Auftragsbefreiung unter Einsatz elektronischer Buchhaltungssysteme ist der Auftragnehmer berechtigt, nach Übergabe sämtlicher vom Auftragnehmer auftragsbezogen damit erstellter Daten, für die den Auftraggeber eine Aufbewahrungspflicht trifft, in einem strukturierten, gängigen und maschinenlesbaren Format an den Auftraggeber bzw. an den nachfolgenden Wirtschaftstreuhand, die Daten zu löschen. Für die Übergabe dieser Daten in einem strukturierten, gängigen und maschinenlesbaren Format hat der Auftragnehmer

Anspruch auf ein angemessenes Honorar (Punkt 12 gilt sinngemäß). Ist eine Übergabe dieser Daten in einem strukturierten, gängigen und maschinenlesbaren Format aus besonderen Gründen unmöglich oder unzulässig, können diese ersatzweise im Vollausdruck übergeben werden. Eine Honorierung steht diesfalls dafür nicht zu.

(3) Der Auftragnehmer hat auf Verlangen und Kosten des Auftraggebers alle Unterlagen herauszugeben, die er aus Anlass seiner Tätigkeit von diesem erhalten hat. Dies gilt jedoch nicht für den Schriftwechsel zwischen dem Auftragnehmer und seinem Auftraggeber und für die Schriftstücke, die der Auftraggeber in Urschrift besitzt und für Schriftstücke, die einer Aufbewahrungspflicht nach den für den Auftragnehmer geltenden rechtlichen Bestimmungen zur Verhinderung von Geldwäsche unterliegen. Der Auftragnehmer kann von Unterlagen, die er an den Auftraggeber zurückgibt, Abschriften oder Fotokopien anfertigen. Sind diese Unterlagen bereits einmal an den Auftraggeber übermittelt worden so hat der Auftragnehmer Anspruch auf ein angemessenes Honorar (Punkt 12. gilt sinngemäß).

(4) Der Auftraggeber hat die dem Auftragnehmer übergebenen Unterlagen nach Abschluss der Arbeiten binnen 3 Monaten abzuholen. Bei Nichtabholung übergebener Unterlagen kann der Auftragnehmer nach zweimaliger nachweislicher Aufforderung an den Auftraggeber, übergebene Unterlagen abzuholen, diese auf dessen Kosten zurückstellen und/oder ein angemessenes Honorar in Rechnung stellen (Punkt 12. gilt sinngemäß). Die weitere Aufbewahrung kann auch auf Kosten des Auftraggebers durch Dritte erfolgen. Der Auftragnehmer haftet im Weiteren nicht für Folgen aus Beschädigung, Verlust oder Vernichtung der Unterlagen.

(5) Der Auftragnehmer ist berechtigt, fällige Honorarforderungen mit etwaigen Depotguthaben, Verrechnungsgeldern, Treuhandgeldern oder anderen in seiner Gewahrsame befindlichen liquiden Mitteln auch bei ausrücklicher Inverwahrungnahme zu kompensieren, sofern der Auftraggeber mit einem Gegenanspruch des Auftragnehmers rechnen musste.

(6) Zur Sicherung einer bestehenden oder künftigen Honorarforderung ist der Auftragnehmer berechtigt, ein finanzamtliches Guthaben oder ein anderes Abgaben- oder Beitragsguthaben des Auftraggebers auf ein Anderkonto zu transferieren. Diesfalls ist der Auftraggeber vom erfolgten Transfer zu verständigen. Danach kann der sichergestellte Betrag entweder im Einvernehmen mit dem Auftraggeber oder bei Vollstreckbarkeit der Honorarforderung eingezogen werden.

14. Anzuwendendes Recht, Erfüllungsort, Gerichtsstand

(1) Für den Auftrag, seine Durchführung und die sich hieraus ergebenden Ansprüche gilt ausschließlich österreichisches Recht unter Ausschluss des nationalen Verweisungsrechts.

(2) Erfüllungsort ist der Ort der beruflichen Niederlassung des Auftragnehmers.

(3) Gerichtsstand ist – mangels abweichender schriftlicher Vereinbarung – das sachlich zuständige Gericht des Erfüllungsortes.

II. TEIL

15. Ergänzende Bestimmungen für Verbrauchergeschäfte

- (1) Für Verträge zwischen Wirtschaftstreuhändern und Verbrauchern gelten die zwingenden Bestimmungen des Konsumentenschutzgesetzes.
- (2) Der Auftragnehmer haftet nur für vorsätzliche und grob fahrlässig verschuldete Verletzung der übernommenen Verpflichtungen.
- (3) Anstelle der im Punkt 7 Abs 2 normierten Begrenzung ist auch im Falle grober Fahrlässigkeit die Ersatzpflicht des Auftragnehmers nicht begrenzt.
- (4) Punkt 6 Abs 2 (Frist für Mängelbeseitigungsanspruch) und Punkt 7 Abs 4 (Geltendmachung der Schadenersatzansprüche innerhalb einer bestimmten Frist) gilt nicht.
- (5) Rücktrittsrecht gemäß § 3 KSchG:

Hat der Verbraucher seine Vertragserklärung nicht in den vom Auftragnehmer dauernd benutzten Kanzleiräumen abgegeben, so kann er von seinem Vertragsantrag oder vom Vertrag zurücktreten. Dieser Rücktritt kann bis zum Zustandekommen des Vertrages oder danach binnen einer Woche erklärt werden; die Frist beginnt mit der Ausfolgung einer Urkunde, die zumindest den Namen und die Anschrift des Auftragnehmers sowie eine Belehrung über das Rücktrittsrecht enthält, an den Verbraucher, frühestens jedoch mit dem Zustandekommen des Vertrages zu laufen. Das Rücktrittsrecht steht dem Verbraucher nicht zu.

1. wenn er selbst die geschäftliche Verbindung mit dem Auftragnehmer oder dessen Beauftragten zwecks Schließung dieses Vertrages angebahnt hat,

2. wenn dem Zustandekommen des Vertrages keine Besprechungen zwischen den Beteiligten oder ihren Beauftragten vorangegangen sind oder

3. bei Verträgen, bei denen die beiderseitigen Leistungen sofort zu erbringen sind, wenn sie üblicherweise von Auftragnehmern außerhalb ihrer Kanzleiräume geschlossen werden und das vereinbarte Entgelt € 15 nicht übersteigt.

Der Rücktritt bedarf zu seiner Rechtswirksamkeit der Schriftform. Es genügt, wenn der Verbraucher ein Schriftstück, das seine Vertragserklärung oder die des Auftragnehmers enthält, dem Auftragnehmer mit einem Vermerk zurückstellt, der erkennen lässt, dass der Verbraucher das Zustandekommen oder die Aufrechterhaltung des Vertrages ablehnt. Es genügt, wenn die Erklärung innerhalb einer Woche abgesendet wird.

Tritt der Verbraucher gemäß § 3 KSchG vom Vertrag zurück, so hat Zug um Zug

1. der Auftragnehmer alle empfangenen Leistungen samt gesetzlichen Zinsen vom Empfangstag an zurückzuerstatten und den vom Verbraucher auf die Sache gemachten notwendigen und nützlichen Aufwand zu ersetzen,

2. der Verbraucher dem Auftragnehmer den Wert der Leistungen zu vergüten, soweit sie ihm zum klaren und überwiegenden Vorteil gereichen.

Gemäß § 4 Abs 3 KSchG bleiben Schadenersatzansprüche unberührt.

- (6) Kostenvoranschläge gemäß § 5 KSchG:

Für die Erstellung eines Kostenvoranschlages im Sinn des § 1170a ABGB durch den Auftragnehmer hat der Verbraucher ein Entgelt nur dann zu zahlen, wenn er vorher auf diese Zahlungspflicht hingewiesen worden ist.

Wird dem Vertrag ein Kostenvoranschlag des Auftragnehmers zugrunde gelegt, so gilt dessen Richtigkeit als gewährleistet, wenn nicht das Gegenteil ausdrücklich erklärt ist.

- (7) Mängelbeseitigung: Punkt 6 wird ergänzt:

Ist der Auftragnehmer nach § 932 ABGB verpflichtet, seine Leistungen zu verbessern oder Fehlendes nachzutragen, so hat er diese Pflicht zu erfüllen, an dem Ort, an dem die Sache übergeben worden ist. Ist es für den Verbraucher tunlich, die Werke und Unterlagen vom Auftragnehmer gesendet zu erhalten, so kann dieser diese Übersendung auf seine Gefahr und Kosten vornehmen.

- (8) Gerichtsstand: Anstelle Punkt 14. (3) gilt:

Hat der Verbraucher im Inland seinen Wohnsitz oder seinen gewöhnlichen Aufenthalt oder ist er im Inland beschäftigt, so kann für eine Klage gegen ihn nach den §§ 88, 89, 93 Abs 2 und 104 Abs 1 JN nur die Zuständigkeit eines Gerichtes begründet werden, in dessen Sprengel der Wohnsitz, der gewöhnliche Aufenthalt oder der Ort der Beschäftigung liegt.

- (9) Verträge über wiederkehrende Leistungen:

(a) Verträge, durch die sich der Auftragnehmer zu Werkleistungen und der Verbraucher zu wiederholten Geldzahlungen verpflichten und die für eine unbestimmte oder eine ein Jahr übersteigende Zeit geschlossen worden sind, kann der Verbraucher unter Einhaltung einer zweimonatigen Frist zum Ablauf des ersten Jahres, nachher zum Ablauf jeweils eines halben Jahres kündigen.

(b) Ist die Gesamtheit der Leistungen eine nach ihrer Art unteilbare Leistung, deren Umfang und Preis schon bei der Vertragsschließung bestimmt sind, so kann der erste Kündigungstermin bis zum Ablauf des zweiten Jahres hinausgeschoben werden. In solchen Verträgen kann die Kündigungsfrist auf höchstens sechs Monate verlängert werden.

(c) Erfordert die Erfüllung eines bestimmten, in lit. a) genannten Vertrages erhebliche Aufwendungen des Auftragnehmers und hat er dies dem Verbraucher spätestens bei der Vertragsschließung bekannt gegeben, so können den Umständen angemessene, von den in lit. a) und b) genannten abweichende Kündigungstermine und Kündigungsfristen vereinbart werden.

(d) Eine Kündigung des Verbrauchers, die nicht fristgerecht ausgesprochen worden ist, wird zum nächsten nach Ablauf der Kündigungsfrist liegenden Kündigungstermin wirksam.

Annex C

French translation / *Traduction en français*

I. RÉSUMÉ

Section A – Introduction contenant les avertissements

Ce résumé doit être lu comme une introduction au présent Prospectus (tel que défini ci-dessous).

Toute décision d'investir dans les valeurs mobilières doit être fondée sur l'examen de ce Prospectus dans son ensemble par l'investisseur.

Les investisseurs dans les valeurs mobilières peuvent perdre tout ou une partie de leur capital investi.

Lorsqu'une plainte relative aux informations contenues dans le présent Prospectus est déposée devant un tribunal, il se peut que l'investisseur plaignant soit tenu, selon le droit national, de supporter les coûts de traduction du présent Prospectus avant l'engagement de la procédure judiciaire.

La responsabilité civile n'est engagée qu'à l'égard des personnes qui ont déposé ce résumé, y compris toute traduction de celui-ci, mais uniquement lorsque ce résumé est trompeur, inexact ou contradictoire lorsqu'il est lu conjointement avec les autres parties du présent Prospectus ou lorsqu'il ne fournit pas, lorsqu'il est lu conjointement avec les autres parties du présent Prospectus, les informations essentielles permettant d'aider les investisseurs lorsqu'ils envisagent à investir dans ces valeurs mobilières.

a)	Le nom et les codes internationaux d'identification des valeurs mobilières ("ISIN") Ce prospectus (" Prospectus ") concerne l'émission de STEELCOINS qui sont des valeurs mobilières au porteur sous la forme de jetons ERC-20 sur la blockchain "Ethereum" qui n'ont pas d'échéance et ne comportent aucun intérêt, mais peuvent être restitués à tout moment soit au choix du détenteur contre un règlement physique contre un certain montant de marchandises en acier (décroissant dans le temps), soit contre un règlement en espèces en EUR (" STEELCOINS ", et chacun un " STEELCOIN "). L'ISIN des STEELCOINS est : ATSTEELCOIN5.
b)	L'identité et coordonnées de l'émetteur, y compris son identifiant d'entité légale ("LEI") FS Steel-Products GmbH (l' " Émetteur " ; LEI : 5299000X94239BUDFN51), est une société à responsabilité limitée (<i>Gesellschaft mit beschränkter Haftung</i>) constituée et légalement existante en vertu des lois de la République d'Autriche, ayant son siège social à Vienne, en Autriche, et son bureau principal à Praterstraße 15/3/17, 1020 Vienne, en Autriche (téléphone : +43 50 5030 ; site web: https://www.steelcoin.com). L'émetteur est inscrit au registre du commerce (<i>Firmenbuch</i>) du tribunal de commerce de Vienne (<i>Handelsgericht Wien</i>) sous le numéro FN 579306 x. Il exerce également ses activités sous le nom commercial STEELCOIN.
c)	Identité et coordonnées de l'offreur, y compris son LEI s'il est doté de la personnalité juridique, ou de la personne qui sollicite l'admission à la négociation sur un marché réglementé. Voir le point A.b) de ce résumé.
d)	L'identité et les coordonnées de l'autorité compétente qui approuve le prospectus et, si elle est différente, de l'autorité compétente qui a approuvé le document d'enregistrement ou le document d'enregistrement universel. L'Autorité autrichienne des marchés financiers (<i>Finanzmarktaufsichtsbehörde</i> , la " FMA "), Otto-Wagner-Platz 5, A-1090 Vienne (téléphone : +43 1 249 59-0 ; site Fehler! Linkreferenz ungültig.ww.fma.gv.at) a approuvé le présent Prospectus en sa qualité d'autorité compétente pour l'Autriche en vertu du Règlement (UE) 2017/1129 du Parlement européen et du Conseil du 14 juin 2017, tel que modifié (le " Règlement Prospectus de l'UE ") et conformément à la Loi autrichienne sur le marché des capitaux 2019 (<i>Kapitalmarktgesetz</i> 2019).
e)	La date d'approbation du prospectus Le présent Prospectus a été approuvé le 21 septembre 2022.

Section B – Les informations clés sur l'Émetteur

a) Qui est l'Émetteur des valeurs mobilières?

Son siège social et sa forme juridique, son IEJ, le droit régissant ses activités ainsi que son pays d'origine

Voir le point A.b) de ce résumé.

Ses principales activités

Les objectifs commerciaux de l'Émetteur (*Unternehmensgegenstand*) mentionnés au Troisième (*Drittens*) de ses statuts (*Errichtungserklärung*) comprennent (traduit de l'original allemand) (ici, dans ce qui suit, traduit du texte source, qui est en anglais, vers le français) :

- le commerce de produits métalliques et de matériaux de construction ;
- toutes les opérations et mesures nécessaires et utiles à la réalisation de l'objet social, au développement et à la rentabilité de la société.

Le commerce de l'acier et l'émission ainsi que l'exécution des obligations de l'émetteur liées aux STEELCOINS constituent l'objectif commercial principal de l'émetteur. L'objectif stratégique de l'émetteur est d'établir une nouvelle facette du commerce classique de l'acier avec l'émission de STEELCOINS, qui présente un intérêt tant pour la spéculation que pour la réalisation d'effets de couverture par les consommateurs d'acier. En tant que négociant en acier, les activités opérationnelles de l'Émetteur peuvent comprendre le commerce de produits sidérurgiques avec des tiers (autres grossistes, négociants, aciéries, grands consommateurs d'acier). L'Émetteur possède une licence commerciale (Système d'information commerciale autrichien [*Gewerbeinformationssystem Austria – GISA*] numéro 34882627). L'Émetteur pourrait (mais n'y est pas obligé) également se protéger à l'avenir contre les hausses de prix et les risques, et conclure des transactions correspondantes. L'Émetteur peut construire ou acquérir ses propres entrepôts à l'avenir et peut également acquérir et céder des entreprises ou des participations dans des entreprises. Les activités commerciales de l'émetteur ne se limitent pas au marché européen mais peuvent impliquer des partenaires commerciaux et d'affaires dans le monde entier. L'évolution du marché et les prix du marché exerceront une influence significative sur la manière dont l'Émetteur mène ses affaires. En outre, le développement du STEELCOIN et le nombre de STEELCOINS émis ainsi que le comportement des investisseurs, lorsque les STEELCOINS sont rendus, exerceront également une influence sur les décisions commerciales de l'émetteur. En tant qu'entité opérationnelle, l'Émetteur n'est pas engagé dans une stratégie spécifique. Plus précisément, l'Émetteur n'est pas tenu de conserver un stock propre de produits sidérurgiques (ou autres) ou d'appliquer une stratégie d'investissement ou de couverture spécifique, cependant il est libre d'utiliser le produit de l'émission à sa propre discrétion et pour son propre compte. L'Émetteur peut dans le futur changer ses activités commerciales et-peut - à sa seule discrétion et à la discrétion de son (unique) actionnaire - poursuivre des activités supplémentaires ou autres et/ou abandonner les activités commerciales actuelles et/ou prévues.

(Directement ou indirectement) Ses actionnaires

L'actionnaire unique de l'Émetteur est FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), une société à responsabilité limitée (*Gesellschaft mit beschränkter Haftung*) constituée et légalement existante en vertu des lois de la République autrichienne, ayant son siège social à Vienne autrichienne, et son bureau principal à Estepplatz 6, 1030 Vienne autrichienne, enregistrée au registre du commerce (*Firmenbuch*) du tribunal de commerce de Vienne (*Handelsgericht Wien*) sous le numéro FN 142511 a. L'actionnaire unique de FRANKSTAHL est Javor Unternehmensbeteiligungsges.m.b.H., une société à responsabilité limitée (*Gesellschaft mit beschränkter Haftung*) constituée et légalement existante en vertu des lois de la République autrichienne, ayant son siège social à Vienne autrichienne, et son bureau principal à Estepplatz 6, 1030 Vienne autrichienne, enregistrée au registre du commerce (*Firmenbuch*) du tribunal de commerce de Vienne (*Handelsgericht Wien*) sous le numéro FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. est entièrement détenue par M. Marcel Javor, né le 17 octobre 1974, qui est donc le bénéficiaire effectif ultime de l'Émetteur.

Direction

La direction de l'émetteur (*Geschäftsführung*) se compose actuellement des dirigeants suivants (*Geschäftsführer*) :

- Marcel Javor, né le 17 octobre 1974; et
- Ronald Nagy, né le 7 décembre 1973.

L'identité de ses contrôleurs légaux des comptes

L'Émetteur a nommé BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, dont le siège social se trouve à Vienne Autrichienne, et le bureau principal à Am Belvedere 4, 1100 Vienne Autrichienne, enregistré au register du commerce du tribunal de commerce de Vienne sous le numéro FN 96046 w ("**BDO**"), en tant que vérificateur (i) du bilan d'ouverture (*Eröffnungsbilanz*) de l'Émetteur en langue allemande au 31 mars 2022 ("**Bilan d'ouverture**") et (ii) des états financiers non consolidés intermédiaires ("**États financiers**") en date du, et pour la période allant du 1er avril 2022 au 15 août 2022, tous deux préparés conformément aux principes comptables généralement acceptés Autrichienne ("**GAAP**"). BDO a émis une opinion d'audit sans réserve en date du 26 août 2022 sur le bilan d'ouverture ainsi que sur les états financiers.

BDO est membre de l'institut des experts-comptables Autrichienne (*Institut der Wirtschaftsprüfer*) et de la Chambre autrichienne des conseillers fiscaux et des experts-comptables (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Quelles sont les informations financières clés concernant l'Émetteur?

Les informations figurant dans les tableaux ci-dessous ont été extraites du bilan d'ouverture et des états financiers pour les dates/périodes indiquées et n'en constituent qu'un résumé. Les informations figurant dans les tableaux ci-dessous doivent être lues conjointement avec les informations contenues dans l'ensemble du Prospectus, en particulier ceux figurant dans le bilan d'ouverture et les états financiers inclus dans la Partie VII (*Annexes*) de ce Prospectus.

Compte de résultat (audité)	1er avril 2022 – 15 août 2022	
	(en €)	
Autres charges d'exploitation		- 11.617,16
Résultat d'exploitation		- 11.627,16
Résultat avant les impôts		- 11.627,16
Résultat après les impôts		- 11.627,16
Perte nette de l'exercice		- 11.617,16
Pertes cumulées		- 11.617,16

Bilan (audité)	15 août 2022	31 mars 2022
	(en €)	
Actifs		
<i>Actifs courants</i>	1.790.182,84	100.000,00
Créances et autres actifs	1.359,50	0
Balances des établissements de crédit	1.788.823,34	100.000,00
Total du bilan	1.790.182,84	100.000,00
Capitaux propres et passifs		
<i>Capitaux propres</i>	1.788.382,84	100.000,00
Capital social	100.000,00	100.000,00
Réserve de capital	1.700.000,00	0
Pertes cumulées	- 11.617,16	0
Réserves	1.800,00	0
Autres réserves	1.800,00	0
Total du bilan	1.790.182,84	100.000,00

c)	<p>Quels sont les risques spécifiques à l'Émetteur?</p> <p>L'Émetteur est fortement dépendant de FRANKSTAHL</p> <p>L'Émetteur n'a pas de personnel propre et pourrait ne pas être en mesure de constituer son propre personnel, en particulier le personnel clé, et le savoir-faire nécessaire à ses activités</p> <p>L'Émetteur risque de ne pas pouvoir se procurer les produits sidérurgiques nécessaires à l'accomplissement de ses obligations au titre des STEELCOINS et/ou de sa couverture physique (risque de disponibilité) et/ou à des conditions commercialement raisonnables (risque de volatilité des prix)</p> <p>L'Émetteur risque de ne pas être en mesure de livrer les produits sidérurgiques dans le cadre de l'option sur les produits sidérurgiques suite à l'indisponibilité des produits sidérurgiques ou à l'incapacité de l'Émetteur à fournir les produits sidérurgiques à temps ou à tout moment</p> <p>La capacité de l'émetteur à payer le règlement en espèces dans le cadre de l'option de paiement en espèces ne peut être garantie</p>
-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section C – Les informations clés sur les valeurs mobilières	
a)	<p>Quelles sont les principales caractéristiques des valeurs mobilières?</p> <p>La nature et la catégorie des valeurs mobilières ainsi que leur code ISIN</p> <p>Les STEELCOINS sont des valeurs mobilières transférables au porteur avec l'ISIN ATSTEELCOIN5 qui sont émises sous la forme de jetons ERC-20 sur la blockchain "Ethereum" ("Blockchain"). Il n'existe pas de classes différentes de STEELCOINS.</p> <p>Leur monnaie, leur dénomination, leur valeur nominale, le nombre de valeurs mobilières émises et leur échéance</p> <p>Les STEELCOINS n'ont pas de monnaie spécifique. Cependant, l'émission des STEELCOINS s'effectue moyennant un paiement en euros.</p> <p>La dénomination minimale (= plus petite unité transférable) d'un STEELCOIN est de 0,000000000000000001 STEELCOIN. Toutefois, la plus petite unité d'une STEELCOIN qui peut être souscrite auprès de l'Émetteur est de 0,0001 STEELCOIN. Pour la restitution des STEELCOINS à l'Émetteur, il faut au moins 0,01 STEELCOIN pour l'option de paiement en espèces (telle que définie dans la section "<i>Droits attachés aux STEELCOINS</i>" ci-dessous) ou un (1) STEELCOIN pour l'option sur les produits sidérurgiques (telle que définie dans la section "<i>Droits attachés aux STEELCOINS</i>" ci-dessous).</p> <p>Les STEELCOINS n'ont pas de valeur nominale.</p> <p>Dans le cadre de ce prospectus, jusqu'à 18.000 STEELCOINS seront émis. Des STEELCOINS supplémentaires pourront être émis à l'avenir.</p> <p>Les STEELCOINS n'ont pas de terme ou d'échéance spécifique. Cependant, à partir du 2 janvier 2023, la quantité d'acier (définie dans la section "<i>Droits attachés aux STEELCOINS</i>" ci-dessous) sera réduite de 3% chaque année (calculée sur une base quotidienne par rapport au jour précédent ; c'est-à-dire une réduction dégressive). Ainsi, par exemple, le 31 décembre 2072, la quantité d'acier est d'environ 395,69 kg (contre 1.814,39 kg jusqu'au 1er janvier 2023 inclus). Dans le cadre de l'option sur les produits sidérurgiques, cela a pour effet de réduire la quantité des produits sidérurgiques qui peuvent être obtenus par STEELCOIN (ou d'augmenter le nombre de STEELCOINS nécessaires pour obtenir une certaine quantité de produits sidérurgiques. Dans le cadre de l'option de paiement en espèces, cela constitue un facteur réduisant le montant du paiement.</p> <p>Les droits attachés aux STEELCOINS</p> <p>Les STEELCOINS peuvent être restitués à tout moment, au choix du détenteur, à l'émetteur, soit contre une certaine quantité de produits sidérurgiques physiques spécifiques en kg ("Option sur les produits sidérurgiques"), soit contre un règlement en espèces en euros ("Option de paiement en espèces").</p>

L'option sur les produits sidérurgiques et l'option de paiement en espèces sont toutes deux liées à une certaine quantité de produits sidérurgiques, qui est réduite dans le temps comme suit (chacune de ces quantités étant la "**quantité d'acier**") : Jusqu'au (et y compris) 1er janvier 2023, la quantité d'acier est de 1.814,39 kg de produits sidérurgiques par STEELCOIN ; à partir du 2 janvier 2023, la quantité d'acier diminuera continuellement de 3 % par an, la réduction de poids étant appliquée sur une base quotidienne, avec pour conséquence qu'à partir du 2 janvier 2023, la quantité d'acier est réduite chaque jour en multipliant la quantité d'acier du jour précédent par $0,97^{(1/365)}$ (respectivement dans les années bissextiles : la quantité d'acier est réduite en multipliant la quantité d'acier du jour précédent par $0,97^{(1/366)}$).

Dans le cadre de l'option sur les produits sidérurgiques, un nombre spécifique de ces produits peut être sélectionné à partir d'une sélection de certains produits sidérurgiques. Par la suite, ce nombre de STEELCOINS doit être retourné à l'Émetteur dont la quantité d'acier agrégée du jour de l'exercice de l'option correspond au poids réel agrégé des produits sidérurgiques sélectionnés. Les produits sidérurgiques sélectionnés doivent ensuite être collectés dans les lieux de collecte sélectionnés. Dans le cadre de l'option sur les produits sidérurgiques, au moins un (1) STEELCOIN doit être retourné.

Le règlement en espèces (en euros) payable en vertu de l'option de paiement en espèces ("**prix de vente**") est calculé en multipliant la quantité d'acier respective du jour de l'exercice de l'option de paiement en espèces par la "**valeur de l'acier fini**". La valeur de l'acier fini est un facteur qui prend en compte, entre autres, certains prix moyens auxquels FRANKSTAHL et/ou l'Émetteur et/ou d'autres négociants en acier locaux ou internationaux ont passé des ordres d'achat pour le stockage de certains groupes de produits en acier fini pendant une période de 64 jours civils avant l'exercice de l'option de paiement en espèces et est calculé en appliquant une formule complexe. La prix de vente fini est libellée en euros. Les investisseurs peuvent proposer un prix de vente plus élevé pour lequel ils sont prêts à restituer des STEELCOINS. Ce prix doit être proposé sur le site web. Cependant, l'Émetteur n'est pas obligé d'accepter ce prix de vente plus élevé. Dans le cadre de l'option de paiement en espèces, au moins 0,01 STEELCOIN doit être restitué.

Les droits attachés aux STEELCOINS ne peuvent être exercés qu'à travers le site web de l'Émetteur <https://www.steelcoin.com> ("**site web**").

Aucune priorité

Les STEELCOINS sont des obligations directes, non garanties et non subordonnées de l'Émetteur envers les investisseurs, *de rang égal* entre elles et avec toutes les autres obligations non garanties de l'Émetteur, tant que que ces autres obligations de l'Émetteur ne soient pas expressément prioritaires par rapport aux créances des investisseurs en vertu des lois et règlements applicables, en particulier les lois sur l'insolvabilité.

En cas d'insolvabilité de l'émetteur, les investisseurs ne bénéficient que des droits des créanciers. Les investisseurs n'ont pas de droit à la ségrégation ou à la séparation et leurs créances à l'égard de l'Émetteur ne sont également pas prioritaires et ne sont pas garanties.

Transférabilité

Les STEELCOINS sont, en général, sous réserve des lois et règlements applicables, librement transférables. Des fractions de STEELCOINS peuvent être transférées, la plus petite fraction étant de 0,000000000000000001 STEELCOIN. Cependant, tout transfert d'un STEELCOIN (ou d'une fraction de STEELCOIN) nécessite un transfert sur la Blockchain ("**Transfert**"). Tout transfert, incluant notamment l'exercice de l'option sur les produits sidérurgiques et l'option de paiement en espèces, générera des " frais de gaz " payables par l'investisseur en Ether (ETH, la crypto-monnaie native de la Blockchain). Ainsi, si l'investisseur souhaite effectuer un transfert, il doit posséder le montant d'ETH correspondante pour payer les frais de gaz engagés pour le transfert. L'Émetteur n'exerce aucune influence sur le montant des frais de gaz à payer.

b) Où les valeurs mobilières seront-elles négociées?

À compter de la date du Prospectus, l'Émetteur n'a pas pour objectif d'établir ou d'initier un marché sur lequel les STEELCOINS peuvent être négociés par les investisseurs, ni de demander

	ou d'obtenir l'admission des STEELCOINS à la négociation sur un marché réglementé, un système multilatéral de négociation, un système organisé de négociation ou tout autre marché soumis à une réglementation similaire. Toutefois, l'Émetteur se réserve le droit de le faire dans le futur.
c)	Les valeurs mobilières font-elles l'objet d'une garantie?
	Il n'y a aucune garantie liée aux STEELCOINS.
d)	Quels sont les principaux risques spécifiques aux valeurs mobilières?
	<p>Le prix de vente pourrait ne pas refléter l'évolution des prix sur les marchés de l'acier. Le prix de vente sera volatile</p> <p>Les investisseurs intéressés pourraient se tromper sur la valeur actuelle d'un STEELCOIN ou sur son développement futur lors de la détermination du prix de souscription offert</p> <p>Le prix de souscription peut être considérablement plus élevé que le prix de vente au moment de la souscription</p> <p>L'Émetteur pourrait ne pas être en mesure de calculer la valeur de l'acier fini et, par conséquent, le prix de vente</p> <p>Un investisseur pourrait perdre l'accès à ses STEELCOINS en raison de la perte (de l'accès) du portefeuille et/ou de la clé privée de l'investisseur</p> <p>La perte de la clé privée de l'Émetteur entraînerait l'incapacité de l'Émetteur et/ou la perte de contrôle des fonctions du contrat intelligent sous-jacent aux STEELCOINS</p> <p>Les STEELCOINS pourraient être perdus à cause de hackers</p> <p>Les STEELCOINS peuvent être perdus en raison de la "finalité" de la Blockchain</p> <p>Les STEELCOINS peuvent être perdus en raison de vulnérabilités logicielles de l'application logicielle sous-jacente, du contrat intelligent sous-jacent et de l'infrastructure de la blockchain (c'est-à-dire le réseau Ethereum)</p>

Section D – Les informations clés sur l'offre au public de valeurs mobilières et/ou l'admission à la négociation sur le marché réglementé.

a)	À quelles conditions et selon quel calendrier puis-je investir dans cette valeur mobilière?
	<p>Les STEELCOINS (ou fractions de ceux-ci ; fraction minimale : 0,0001 STEELCOIN) peuvent être souscrits par les investisseurs intéressés dès la date de début de l'émission, prévue entre le 22 septembre 2022 et le 30 septembre 2022 (dans chaque cas y compris ce jour) et seront publiés par l'Émetteur sur le site web, jusqu'à l'expiration de la validité de ce Prospectus, le 21 septembre 2023 au plus tard. L'émetteur réserve le droit de réduire ou de mettre fin à la période de l'offre à tout moment à son entière discrétion (notamment en cas du placement intégrale des STEELCOINS). Le processus de souscription s'effectue par voie électronique exclusivement via le Site Internet.</p> <p>Le prix d'émission des STEELCOINS n'est pas fixé. En effet, un investisseur intéressé est tenu de proposer une offre ("Offre de l'investisseur") de souscrire à (une fraction de) un ou plusieurs STEELCOINS ("STEELCOINS offerts") pour un montant en euros par STEELCOIN spécifié par l'investisseur intéressé ("Prix de souscription offert"), qui ne doit pas dépasser 5.400 EUR par STEELCOIN (prix d'émission maximum par STEELCOIN). Le prix de souscription offert multiplié par les STEELCOINS offerts doit être au moins de 50 EUR (montant d'investissement minimum par offre de souscription) et la plus petite fraction pouvant être souscrite est de 0,0001 STEELCOIN.</p> <p>L'Émetteur peut, à sa seule discrétion, accepter l'offre de l'investisseur en tout ou en partie (c'est-à-dire uniquement avec un nombre réduit de STEELCOINS ou une fraction de ceux-ci mais pas pour un prix supérieur au prix de souscription offert) ou la rejeter immédiatement.</p> <p>Si l'offre de l'investisseur est acceptée (en tout ou en partie) par l'Émetteur ("Offre de souscription"), l'investisseur intéressé souscrit le nombre de STEELCOINS (ou une fraction de celui-</p>

	<p>ci) accepté par l'Émetteur ("STEELCOINS acceptés") et doit payer le montant résultant de la multiplication des STEELCOINS acceptés avec le Prix de souscription offert ("Montant de la souscription") immédiatement en utilisant l'une des méthodes de paiement proposées. Sous réserve de certaines exceptions, tous les paiements effectués à l'Émetteur doivent provenir de comptes situés dans l'Union européenne et/ou l'Espace économique européen.</p> <p>Après le paiement complet du montant de la souscription, l'investisseur intéressé est prié de fournir l'adresse publique sur la Blockchain à laquelle les STEELCOINS acceptés seront transférés ("Adresse de livraison") et peut instruire l'Émetteur d'émettre les STEELCOINS acceptés. Dans les 24 heures suivant la réception de l'adresse de livraison par l'Émetteur, l'Émetteur émet les STEELCOINS acceptées en les frappant sur la Blockchain et en les transférant ensuite à l'adresse de livraison ("Émission des STEELCOINS acceptées"). Les frais d'émission des STEELCOINS acceptés (frais de gaz), payables dans la crypto-monnaie native de la Blockchain, l'Ether [ETH], sont à la charge de l'Émetteur.</p> <p>L'émission des STEELCOINS acceptées à l'investisseur intéressé est soumise au paiement préalable de l'intégralité du montant de la souscription. Si le paiement de la totalité du montant de la souscription n'est pas effectué dans le délai indiqué pour un tel paiement sur le site web, l'offre de souscription applicable est annulée. Si le paiement du montant de la souscription est révoqué ou annulé pour une quelconque raison, l'investisseur doit retourner les STEELCOINS acceptées à l'Émetteur et ce dernier brûlera les STEELCOINS acceptées respectives dans les sept (7) jours suivant leur réception.</p> <p>L'Émetteur estime que le coût total de l'émission s'élèvera à 2.000.000 EUR.</p> <p>Les investisseurs peuvent être tenus de payer les frais de transaction habituels lors du versement du montant de la souscription à l'Émetteur.</p> <p>À la date du présent Prospectus, l'Émetteur n'a pas encore conclu d'accords de distribution mais il est libre de conclure de tels accords ultérieurement.</p>
b)	<p>Qui est l'offreur et/ou la personne qui sollicite l'admission à la négociation?</p> <p>L'Émetteur est l'offreur des STEELCOINS. Les STEELCOINS ne sont pas admis à la négociation sur un marché réglementé. Voir le point C.b) de ce résumé.</p>
c)	<p>Pourquoi ce prospectus est-il établi?</p> <p>Cet Émetteur envisage d'offrir les STEELCOINS, qui sont des valeurs mobilières au sens de l'article 2, point a) du Règlement de l'UE relatif aux prospectus, au public au sens de l'article 2, point d) du Règlement de l'UE relatif aux prospectus ("Offre"). La contrepartie totale de l'offre dépassera probablement les seuils stipulés par l'article 1, paragraphe 3 du Règlement de l'UE relatif aux prospectus et l'article 12 de la loi autrichienne sur les marchés de capitaux 2019 (<i>Kapitalmarktgesetz 2019</i>). Une exception en vertu de l'article 1, paragraphe 4 Règlement de l'UE relatif aux prospectus ne s'applique pas. Ainsi, l'Émetteur ne fera l'offre qu'après la publication préalable du présent Prospectus.</p> <p>Le produit net de l'offre sera utilisé pour les opérations commerciales courantes de l'Émetteur dans le but de générer des profits propres avec le commerce de l'acier ou d'autres activités à la discrétion de l'Émetteur. Les investisseurs ne participent pas à ces bénéfices car les STEELCOINS sont des obligations directes, non garanties et non subordonnées de l'Émetteur. Les activités opérationnelles de l'Émetteur peuvent inclure le commerce de produits sidérurgiques avec des tiers (autres grossistes, négociants, aciéries, grands consommateurs d'acier) et/ou l'acquisition inventaire d'acier et/ou de participations dans des sociétés sidérurgiques, ce qui lui permet de détenir des liquidités sous forme de comptes bancaires et d'instruments du marché monétaire et de ne pas avoir à utiliser le produit de l'émission. Mais, l'Émetteur peut également exercer des activités commerciales supplémentaires ou autres et renoncer aux activités actuelles et/ou prévues à l'avenir.</p> <p>Étant donné que l'Émetteur ne peut pas déterminer le prix auquel les STEELCOINS sont émis (voir le point D.a) du présent résumé) et que ce prix peut varier de manière significative dans le temps, il lui est impossible d'estimer de manière fiable le produit de l'émission des 18.000 STEELCOINS au maximum, qui font l'objet du présent prospectus. Le produit maximal théorique</p>

possible de l'émission, c'est-à-dire si les 18.000 STEELCOINS faisant l'objet du présent Prospectus étaient placés au prix d'émission maximal de 5.400 EUR par STEELCOIN, s'élèverait à 97,2 millions EUR bruts ou, en tenant compte des coûts totaux estimés mentionnés ci-dessus, à 95,2 millions EUR nets. Les investisseurs/titulaires de STEELCOINS ne participent pas au produit des activités opérationnelles de l'Émetteur.

L'Offre ne fait pas l'objet d'un accord de souscription sur la base d'un engagement ferme : L'Émetteur émettra les STEELCOINS uniquement par lui-même et directement via le site web.

Marcel Javor, l'un des dirigeants de l'Émetteur (*Geschäftsführer*), est également le dirigeant de l'actionnaire unique de l'Émetteur, FRANKSTAHL, et le seul bénéficiaire effectif (indirect) de l'Émetteur et de FRANKSTAHL. Ainsi, des conflits d'intérêts peuvent survenir entre l'émetteur, son actionnaire FRANKSTAHL et son unique bénéficiaire ultime.

Annex D

Dutch translation / *Nederlandse vertaling*

I. SAMENVATTING

Deel A – Inleiding met waarschuwingen	
<p><i>Deze samenvatting moet gelezen worden als een inleiding op dit Prospectus (zoals beneden gedefinieerd).</i></p> <p><i>Elke beslissing om in effecten te beleggen moet gebaseerd zijn van een onderzoek van dit Prospectus door de Belegger.</i></p> <p><i>Beleggers in de effecten zouden het door hen geïnvesteerde kapitaal volledig of gedeeltelijk kunnen verliezen.</i></p> <p><i>De kans bestaat dat de Belegger die als eiser optreedt wanneer bij een rechterlijke instantie een vordering met betrekking tot de informatie in een prospectus aanhangig wordt gemaakt, volgens het nationale recht van de lidstaten de kosten voor de vertaling van het prospectus moet dragen voordat de rechtsvordering wordt ingesteld.</i></p> <p><i>Alleen de personen die de samenvatting, met inbegrip van een vertaling ervan, hebben ingediend, kunnen wettelijk aansprakelijk worden gesteld en uitsluitend indien de samenvatting, wanneer zij samen met de andere delen van het prospectus wordt gelezen, misleidend, inaccuraat of inconsistent is, of indien zij, wanneer zij samen met de andere delen van het prospectus wordt gelezen, niet de essentiële informatie bevat ter ondersteuning van beleggers wanneer zij overwegen in die effecten te beleggen.</i></p>	
a)	<p>Naam en Internationaal Identificatienummer ("ISIN") van de effecten</p> <p>Dit Prospectus ("Prospectus") heeft betrekking op de uitgifte van STEELCOINS die verhandelbare effecten aan toonder zijn in de vorm van ERC-20 tokens op de "Ethereum" blockchain die geen looptijd hebben en die geen interesten dragen, maar die steeds geretourneerd kunnen worden, naar keuze van de titularis, tegen fysieke betaling van een bepaald aantal stalen goederen (afnemend in de loop van de tijd) of tegen cash betaling in EUR ("STEELCOINS", en in enkelvoud een "STEELCOIN"). Het ISIN van de STEELCOINS is: ATSTEELCOIN5.</p>
b)	<p>Identiteit en contactgegevens van de uitgevende instelling, met inbegrip van zijn Identificatiecode voor Juridische Entiteiten ("LEI")</p> <p>FS Steel-Products GmbH ("Uitgevende instelling"; LEI: 529900OX94239BUDFN51), is een vennootschap met beperkte aansprakelijkheid (<i>Gesellschaft mit beschränkter Haftung</i>) geregistreerd en geconstitueerd in overeenstemming met de wetten van de Republiek van Oostenrijk, met statutaire zetel in Wenen, Oostenrijk, Praterstraße 15/3/17, 1020 Wenen, Oostenrijk (telefoon: +43 50 5030; website: https://www.steelcoin.com). De Uitgevende instelling is opgenomen in het Handelsregister (<i>Firmenbuch</i>) van de Handelsrechtbank van Wenen (<i>Handelsgericht Wien</i>) met registratienummer FN 579306 x. De uitgevende instelling is ook actief onder de handelsnaam STEELCOIN.</p>
c)	<p>Identiteit en contactgegevens van de aanbieder, met inbegrip van zijn LEI indien de aanbieder een juridische entiteit is, of van de persoon die vraagt om toestemming om handel te drijven op een gereguleerde markt.</p> <p>Zie punt A.b) van deze samenvatting.</p>
d)	<p>Identiteit en contactgegevens van de bevoegde autoriteit die het Prospectus goedkeurt en, wanneer verschillend, de bevoegde autoriteit die het registratiedocument of het universele registratiedocument heeft goedgekeurd</p> <p>De Oostenrijkse Marktoezichthoudende Autoriteit (<i>Finanzmarktaufsichtsbehörde</i>, "FMA"), Otto-Wagner-Platz 5, A-1090 Wenen (telefoon: +43 1 249 59-0; website: www.fma.gv.at) heeft dit Prospectus goedgekeurd in zijn hoedanigheid van bevoegde autoriteit voor Oostenrijk onder de Richtlijn (EU) 2017/1129 van het Europese Parlement en de Raad van 14 juni 2017, zoals gewijzigd (de "EU Prospectus Richtlijn") en overeenkomstig de Oostenrijkse Wet voor Kapitaalmarkten van 2019 (<i>Kapitalmarktgesetz 2019</i>).</p>

e)	Datum van goedkeuring van het Prospectus
	Dit Prospectus werd goedgekeurd op 21 september 2022.

Deel B – Belangrijkste informatie van de uitgevende instelling	
a)	Welke instelling geeft de effecten uit?
	<p>Domicilie en rechtsvorm, LEI, de wetgeving waaronder de uitgevende instelling actief is en zijn land van inschrijving</p> <p>Zie punt A.b) van deze samenvatting.</p>
	<p>Hoofdactiviteiten</p> <p>Het doel van de Uitgevende instelling (<i>Unternehmensgegenstand</i>) zoals vermeld in punt Drie (<i>Drittens</i>) van zijn statuten (<i>Errichtungserklärung</i>) bevatten (vertaald uit het Duitse origineel):</p> <ul style="list-style-type: none"> • de handel in metalen goederen en constructiematerialen; • alle transacties en maatregelen die noodzakelijk en nuttig zijn om het doel van de onderneming en de ontwikkeling van economische efficiëntie van de onderneming te verwezenlijken. <p>Handel en emissie in staal evenals de vervulling van de verplichtingen van de uitgevende instelling verbonden met de STEELCOINS is het voornaamste doel van de uitgevende instelling. Het strategische doel van de uitgevende instelling bestaat in het vastleggen van een nieuw facet van handel in staal met de uitgifte van STEELCOINS, zowel van belang voor speculatie als voor de realisatie van indekkingseffecten door staalconsumenten. Als staalhandelaar kunnen de handelsactiviteiten van de uitgevende instelling de handel in staalproducten met derden (andere groothandelaars, handelaars, staalfabrieken, grote staalconsumenten) bevatten. De uitgevende instelling heeft een hierop betrekking hebbende handelslicentie (Handelsinformatiesysteem Oostenrijk [<i>Gewerbeinformationssystem Austria – GISA</i>] nummer 34882627). De uitgevende instelling kan (maar is niet verplicht) zich ook indekken tegen prijsverhogingen en risico's in de toekomst, en betreffende transacties aangaan. De uitgevende instelling kan zijn eigen magazijnen in de toekomst bouwen of kopen en kan ook bedrijven of belangen in bedrijven kopen. De zakenactiviteiten van de uitgevende instelling zijn niet beperkt tot de Europese markt, maar kunnen handels- en zakenpartners in de hele wereld bevatten. Marktonwikkelingen en marktprijzen zullen aanzienlijke invloed hebben op hoe de uitgevende instelling zijn bedrijf exploiteert. Bovendien zullen de ontwikkeling van de STEELCOIN en het aantal uitgegeven STEELCOINS evenals het gedrag van Beleggers, wanneer STEELCOINS geretourneerd worden, eveneens invloed hebben op de beslissingen van de uitgevende instelling. Als operationele entiteit is de uitgevende instelling niet gebonden aan een specifieke strategie. De uitgevende instelling is in het bijzonder niet verplicht zijn eigen voorraad staal (of andere) producten te hebben of een specifieke beleggings- of indekkingstrategie toe te passen, maar is vrij om de procedures voor de uitgifte naar eigen keuze en voor eigen rekening te gebruiken. In de toekomst kan de uitgevende instelling zijn zakenactiviteiten veranderen en kan – naar eigen keuze en naar keuze van zijn (enige) aandeelhouder – bijkomende of andere activiteiten nastreven en/of de huidige en/of geplande zakenactiviteiten opgeven.</p>
	<p>(Directe en Indirecte) Aandeelhouders</p> <p>De enige Aandeelhouder van de Uitgevende instelling is FRANKSTAHL Rohr- und Stahlhandels-gesellschaft m.b.H. ("FRANKSTAHL"), een vennootschap met beperkte aansprakelijkheid (<i>Gesellschaft mit beschränkter Haftung</i>) geregistreerd en geconstitueerd overeenkomstig de wetten van de Republiek van Oostenrijk, met statutaire zetel in Wenen, Oostenrijk, Esteplatz 6, 1030 Wenen, Oostenrijk, ingeschreven in het Handelsregister (<i>Firmenbuch</i>) van de Handelsrechtbank van Wenen (<i>Handelsgericht Wien</i>) met registratienummer FN 142511 a.</p> <p>De enige aandeelhouder van FRANKSTAHL is Javor Unternehmensbeteiligungsges.m.b.H., een vennootschap met beperkte aansprakelijkheid (<i>Gesellschaft mit beschränkter Haftung</i>) geregistreerd en geconstitueerd overeenkomstig de wetten van de Republiek Oostenrijk, met statutaire zetel in Wenen, Oostenrijk, Esteplatz 6, 1030 Wenen, Oostenrijk, ingeschreven in het</p>

Handelsregister (*Firmenbuch*) van de Handelsrechtbank van Wenen (*Handelsgericht Wien*) met registratienummer FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. is het volledige eigendom van de heer Marcel Javor, geboren op 17 oktober 1974 die, met andere woorden, de uiteindelijke begunstigde van de uitgevende instelling is.

Management

Het management (*Geschäftsführung*) van de uitgevende instelling bestaat op dit ogenblik uit de volgende directeurs (*Geschäftsführer*):

- Marcel Javor, geboren op 17 oktober 1974; en
- Ronald Nagy, geboren op 7 december 1973.

Identiteit van de wettelijke auditors

De uitgevende instelling heeft BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft met statutaire zetel in Wenen, Oostenrijk, Am Belvedere 4, 1100 Wenen, Oostenrijk, ingeschreven in het Handelsregister van de Handelsrechtbank Wenen met registratienummer FN 96046 w ("**BDO**"), benoemd als auditeur van de Openingsbalans (*Eröffnungsbilanz*) per 31 maart 2022 ("**Openingsbalans**") en (ii) de niet geconsolideerde voorlopige financiële verklaringen ("**Financiële verklaringen**") voor de periode van 1 april 2022 tot 15 augustus 2022, beide voorbereid in overeenstemming met algemeen erkende accountingprincipes in Oostenrijk ("**GAAP**"). BDO heeft een niet gekwalificeerd auditrapport de dato 26 augustus 2022 betreffende de Openingsbalans gepubliceerd, alsook een niet gekwalificeerd auditrapport de dato 26 augustus 2022 betreffende de Financiële Verklaringen.

BDO is lid van het Instituut van de Accountants (*Institut der Wirtschaftsprüfer*) in Oostenrijk en van de Oostenrijkse Kamer van Fiscale Consulents en Auditeurs (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Wat is de essentiële financiële informatie over de uitgevende instelling?

De informatie in de tabellen beneden is afkomstig, en is enkel en alleen een samenvatting, van de Openingsbalans en de Financiële Verklaringen voor de vermelde datums/periodes. De informatie in de tabellen beneden moet gelezen worden samen met de informatie vervat in het hele Prospectus, in het bijzonder de informatie in de Openingsbalans en de Financiële Verklaringen opgenomen in Deel VII (*Annexes*) van dit Prospectus.

Inkomstenverklaring (aan audit onderworpen)	1 april 2022 – 15 augustus 2022 (in €)
Andere bedrijfskosten	-11.617,16
Bedrijfsresultaat	-11.617,16
Resultaten voor belastingen	-11.617,16
Resultaten na belastingen	-11.127,16
Netto verlies voor het jaar	-11.617,16
Geaccumuleerde verliezen	-11.617,16

Balans (onderworpen aan audit)	15 augustus 2022	31 maart 2022
	(in €)	
Activa		
<i>Vlottende activa</i>	1.790.182,84	100.000,00
Andere ontvangsten en andere activa	1.359,50	0
Saldi bij kredietinstellingen	1.788.823,34	100.000,00
Balans totaal	1.790.182,84	100.000,00
Eigen vermogen en passiva		
<i>Eigen vermogen</i>		
Aandelenkapitaal	100.000,00	100.000,00

Kapitaalreserves	1.700.000,00	0
Geaccumuleerde verliezen	-11.617,16	0
<i>Overlopende passiva</i>	1.800,00	0
Andere overlopende passiva	1.800,00	0
Balans totaal	1.790.182,84	100.000,00

c) Wat zijn de voornaamste risico's specifiek voor de uitgevende instelling?

De uitgevende instelling is in grote mate afhankelijk van FRANKSTAHL

De uitgevende instelling heeft geen eigen personeel en is eventueel niet in staat eigen personeel op te bouwen, in het bijzonder gespecialiseerd personeel, en de knowhow die nodig is voor zijn activiteiten

De uitgevende instelling kan eventueel geen stalen producten kopen die nodig zijn om aan zijn verplichtingen te voldoen in overeenstemming met de STEELCOINS en/of zijn fysieke indekking (risico van beschikbaarheid) en/of aan commercieel redelijke voorwaarden (risico van prijsvolatiliteit)

De Uitgevende instelling kan eventueel de stalen goederen conform de Stalen Goederen Optie niet leveren wegens de onbeschikbaarheid van stalen goederen of het feit dat de uitgevende instelling stalen goederen niet tijdig of helemaal niet kan leveren

Het vermogen van de uitgevende instelling om cash te betalen overeenkomstig de Cash Optie is niet verzekerd

Deel C – Essentiële informatie over de effecten

a) Wat zijn de hoofdeigenschappen van de effecten?

Type, klasse en ISIN van de STEELCOINS

De STEELCOINS zijn handelbare effecten aan toonder met ISIN ATSTEELCOIN5 die uitgegeven worden in de vorm van ERC-20 tokens op de "Ethereum" blockchain ("**Blockchain**"). Er zijn geen verschillende klassen van STEELCOINS.

Valuta, coupure, nominale waarde, aantal uitgegeven effecten en de looptijd van de effecten

De STEELCOINS hebben geen specifieke valuta. De uitgifte van STEELCOINS gebeurt echter tegen betaling in Euro.

De minimum coupure (= kleinste handelbare eenheid) van een STEELCOIN is 0,000000000000000001 STEELCOIN. De kleinste eenheid van een STEELCOIN die door de uitgevende instelling ingeschreven kan worden is 0,0001 STEELCOIN. Voor de retour van de STEELCOINS aan de uitgevende instelling is minstens 0,01 STEELCOIN voor de Cash Optie (zoals gedefinieerd in het deel "*Rechten verbonden met de STEELCOINS*" beneden) of een (1) STEELCOIN voor de Stalen Goederen Optie (zoals gedefinieerd in het deel "*Rechten verbonden met de STEELCOINS*" beneden) vereist.

De STEELCOINS hebben geen nominale waarde.

Volgens dit Prospectus zullen max. 18.000 STEELCOINS worden uitgegeven. Bijkomende STEELCOINS kunnen in de toekomst worden uitgegeven.

De STEELCOINS hebben geen specifieke looptijd / maturiteit. Beginnend op 2 januari 2023 wordt de staalhoeveelheid (gedefinieerd in het deel "*Rechten verbonden met de STEELCOINS*" beneden) echter gereduceerd met 3% per jaar (berekend op een dagelijkse basis in vergelijking met de vorige dag; met andere woorden, een degressieve reductie). Dus, om een voorbeeld te geven, is bedraagt de hoeveelheid staal ongeveer 395,69 kg (vergeleken met 1.814,39 kg tot en met 1 januari 2023). Overeenkomstig de Stalen Goederen Optie kan dit de reductie van het gewicht van de stalen goederen die per STEELCOIN verwezenlijkt kunnen worden of de toename van het aantal STEELCOINS vereist om een bepaalde hoeveelheid stalen goederen te krijgen met zich brengen. Overeenkomstig de Cash Optie betekent dit een factor die het uit te betalen bedrag reduceert.

Rechten verbonden met de STEELCOINS

STEELCOINS kunnen naar keuze van de houder op elk ogenblik geretourneerd worden aan de uitgevende instelling tegen een bepaalde hoeveelheid specifieke fysieke stalen goederen in kg ("**Stalen Goederen Optie**") of tegen cash betaling in Euro ("**Cash Optie**").

Zowel de optie van de Stalen Goederen als de Cash Optie zijn verbonden met een bepaald gewicht van stalen goederen, gereduceerd in de loop van de tijd op de volgende wijze (elke hoeveelheid, zijnde de "**Staalhoeveelheid**"): tot (en met) 1 januari 2023 bedraagt de staalhoeveelheid 1.814,39 kg van stalen goederen per STEELCOIN; vanaf 2 januari 2023 zal de staalhoeveelheid continu afnemen aan een ritme van 3% per jaar, waarbij de gewichtsreductie toegepast wordt op dagbasis, met het gevolg dat vanaf 2 januari 2023 de staalhoeveelheid elke dag gereduceerd wordt door de staalhoeveelheid van de vorige dag te vermenigvuldigen met $0.97^{(1/365)}$ (respectievelijk in schrikkeljaren: de staalhoeveelheid wordt gereduceerd door de staalhoeveelheid van de vorige dag te vermenigvuldigen met $0.97^{(1/366)}$).

Overeenkomstig de Stalen Goederen Optie, kan op basis van een selectie van bepaalde stalen goederen een specifiek aantal van dergelijke stalen goederen geselecteerd worden. Bijgevolg moet dit aantal STEELCOINS aan de uitgevende instelling geretourneerd worden wiens samengevoegde staalhoeveelheid van de dag van uitoefening van de optie overeenkomt met het samengevoegde reële gewicht van de geselecteerde stalen goederen. De geselecteerde stalen goederen moeten dan afgehaald worden op geselecteerde pick-up locaties. Overeenkomstig de Stalen Goederen Optie moet minstens één (1) STEELCOIN geretourneerd worden.

De cash betaling (in Euro) te betalen overeenkomstig de Cash Optie ("**Verkoopprijs**") wordt berekend door de respectievelijke staalhoeveelheid van de dag van uitoefening van de Cash Optie te vermenigvuldigen met de "**Definitieve staalwaarde**". De definitieve staalwaarde is een factor die *inter alia* rekening houdt met bepaalde gemiddelde prijzen waar FRANKSTAHL en/of de uitgevende instelling en/of andere lokale of internationale staalhandelaars aankooporders geplaatst hebben om voorraden van bepaalde afgewerkte staalproductgroep tijdens een periode van 64 kalenderdagen vóór oproep van de Cash Optie aan te leggen voordat beroep gedaan wordt op de Cash Optie, en wordt berekend door middel van complexe formules. De verkoopprijs wordt in EUR uitgedrukt. Beleggers kunnen een hogere verkoopprijs voor de retournering van STEELCOINS voorstellen, door dergelijke prijs via de website voor te stellen. De uitgevende instelling is echter niet verplicht zo'n hogere verkoopprijs te aanvaarden. Overeenkomstig de Cash Optie moet minstens 0,01 STEELCOIN geretourneerd worden.

De rechten verbonden met de STEELCOINS kunnen alleen worden uitgeoefend via de website van de uitgevende instelling <https://www.steelcoin.com> ("**Website**").

Geen rangorde

STEELCOINS zijn directe, niet door onderpand gedekte, niet-achtergestelde effecten van de uitgevende instelling aan de Beleggers met *pari passu* rangschikking en met alle andere niet door onderpand gedekte effecten van de uitgevende instelling, op voorwaarde dat dergelijke andere effecten van de Belegger geen uitdrukkelijke hogere rangschikking hebben in vergelijking met de vorderingen van de Beleggers overeenkomstig de van toepassing zijnde wetten en voorschriften, in het bijzonder de wetten inzake insolventie.

Wordt de uitgevende instelling insolvent, hebben de Beleggers enkel recht op vorderingen in hun hoedanigheid van schuldeisers. Beleggers hebben geen recht op segregatie of separatie en hun vorderingen tegen de uitgevende instelling en hebben evenmin prioriteit, en zijn niet door onderpand gedekt.

Verhandelbaarheid

STEELCOINS zijn, onderhevig aan de van toepassing zijnde wetten en voorschriften, in de regel vrij verhandelbaar, fracties van STEELCOINS kunnen worden verhandeld, waarbij de kleinste fractie 0,000000000000000001 STEELCOIN zal bedragen. Elke verhandeling van een STEELCOIN (of van een fractie ervan) vereist echter een transfer op de Blockchain ("**Transfer**"). Elke transfer, in het bijzonder met inbegrip van de uitoefening van de Stalen Goederen Optie of de Cash Optie zal "Gaskosten" genereren die betaald moeten worden door de Belegger in Ether

	(ETH, de oorspronkelijke munteenheid van de Blockchain). Indien de Belegger dus een transfer wil uitvoeren, dan moet de transfer overeenstemmen met het betreffende bedrag van ETH om de voor de transfer ontstane gaskosten te dekken. De uitgevende instelling heeft geen invloed op het te betalen bedrag van de gaskosten.
b)	Waar worden de effecten verhandeld? Indien de uitgevende instelling op de datum van het Prospectus geen marktplaats wil vestigen of starten, waar de STEELCOINS door de Beleggers verhandeld kunnen worden, of voor de aanvraag of het verkrijgen van toestemming van de STEELCOINS om op een geregelde markt, een georganiseerde handelsinstantie of andere markten verhandeld te worden die onderhevig zijn aan gelijkaardige voorschriften. De uitgevende instelling behoudt zich echter het recht voor om dit in de toekomst te doen.
c)	Is een garantie met deze effecten verbonden? Er is geen garantie met de STEELCOINS verbonden.
d)	Wat zijn de voornaamste risico's specifiek voor de effecten De Verkoopprijs mag de ontwikkeling van de prijzen op de staalmarkten niet weerspiegelen De Verkoopprijs zal volatiel zijn Geïnteresseerde Beleggers zouden zich kunnen vergissen van de actuele prijs van een STEELCOIN of zijn toekomstige ontwikkeling bij het bepalen van de aangeboden inschrijvingsprijs De inschrijvingsprijs kan aanzienlijk hoger zijn dan de verkoopprijs op het ogenblik van de inschrijving Het is mogelijk dat de uitgevende instelling de definitieve staalwaarde en bijgevolg de verkoopprijs niet kan berekenen Een Belegger zou toegang tot zijn STEELCOINS kunnen verliezen wegens een verlies van (toegang tot) de wallet en/of de privécode van de Belegger Het verlies van de privécode van de uitgevende instelling zou kunnen leiden tot het onvermogen van de uitgevende instelling en/of het verlies van controle over functies van het smart contract dat aan de basis ligt van de STEELCOINS STEELCOINS kunnen verloren gaan aan hackers STEELCOINS kunnen verloren gaan door de "finaliteit" van de Blockchain STEELCOINS kunnen verloren gaan door zwakke punten in de onderliggende softwaretoepassing, het onderliggende smart contract, en de infrastructuur van de blockchain (bijvoorbeeld het Ethereum Netwerk)

Deel D – Essentiële informatie over de aanbieding van effecten aan het publiek en/of de admisie om effecten op een geregelde markt te verhandelen	
a)	Volgens welke voorwaarden en welk tijdschema kan ik in dit effect beleggen? Op de STEELCOINS (of delen ervan; minimum deel: 0,0001 STEELCOIN) kan ingeschreven worden door geïnteresseerde Beleggers vanaf de startdatum van de emissie, verwacht tussen 22 september 2022 en 30 september 2022 (in elk geval met inbegrip van deze dag) en zullen door de uitgevende instelling op de website gepubliceerd worden, tot de geldigheid van dit Prospectus, dat vervalt op uiterlijk 21 september 2023. De uitgevende instelling behoudt zich het recht voor de aanbiedingsperiode op elk ogenblik naar keuze in te korten of te beëindigen. Het inschrijvingsproces wordt exclusief op elektronische wijze via de website uitgevoerd. De emissieprijs van de STEELCOINS is niet vast. Een geïnteresseerde Belegger moet een aanbieding doen (" Aanbieding van de Belegger ") om zich in te schrijven voor een of meer STEELCOINS (of een deel ervan (" Aangeboden STEELCOINS ") aan een Euro prijs per STEELCOIN gespecificeerd door de geïnteresseerde Belegger (" Aangeboden Inschrijvingsprijs "), die niet hoger mag zijn dan EUR 5.400 per STEELCOIN (maximum emissieprijs per STEELCOIN).

	<p>De aangeboden inschrijvingsprijs vermenigvuldigd met de aangeboden STEELCOINS moet minder dan EUR 50 zijn (minimum beleggingshoeveelheid per inschrijvingsaanbieding) en de kleinste fractie waarop ingeschreven kan worden is 0,0001 STEELCOIN.</p> <p>De uitgevende instelling kan, naar eigen keuze, de aanbieding van de Belegger volledig of gedeeltelijk accepteren (met andere woorden, alleen met een gereduceerd aantal STEELCOINS of een deel ervan, maar niet aan een prijs die van de aangeboden Inschrijvingsprijs afwijkt) of hij kan de aanbieding onmiddellijk afwijzen.</p> <p>Indien de aanbieding van de Belegger geaccepteerd wordt (volledig of gedeeltelijk) door de uitgevende instelling ("Inschrijvingsaanbieding"), schrijft de geïnteresseerde Belegger zich in voor het aantal STEELCOINS (of een deel ervan) zoals geaccepteerd door de uitgevende instelling ("Geaccepteerde STEELCOINS") en moet het bedrag betalen dat het resultaat is van de vermenigvuldiging van de geaccepteerde STEELCOINS met de aangeboden inschrijvingsprijs ("Inschrijvingsbedrag") onmiddellijk door middel van een van de aangeboden betaalmethoden. Uitzondering gemaakt voor bepaalde gevallen, moeten alle betalingen gedaan aan de uitgevende instelling afkomstig zijn van rekeningen in de Europese Unie en/of de Europese Economische Ruimte.</p> <p>Na de volledige betaling van het Inschrijvingsbedrag wordt de geïnteresseerde Belegger gevraagd om het openbare adres op de Blockchain te verstrekken waarnaar de geaccepteerde STEELCOINS getransfereerd moeten worden ("Leveringsadres") en kan hij de uitgevende instelling instrueren om de geaccepteerde STEELCOINS uit te geven. Binnen 24 uur na de ontvangst van het leveringsadres door de uitgevende instelling, geeft de uitgevende instelling de geaccepteerde STEELCOINS uit door ze op de Blockchain te smelten en ze daarna naar het leveringsadres te sturen ("Uitgifte van de Geaccepteerde STEELCOINS"). De vergoeding voor de uitgifte van de geaccepteerde STEELCOINS (gasvergoeding), te betalen in de officiële munteenheid van de Blockchain, (ETH) wordt door de uitgevende instelling gedragen.</p> <p>De uitgifte van de geaccepteerde STEELCOINS aan de geïnteresseerde Belegger is onderhevig aan de voorafgaande volledige betaling van het inschrijvingsbedrag. Indien betaling van het volledige inschrijvingsbedrag niet wordt uitgevoerd binnen de tijd aangegeven voor dergelijke betaling op de website, wordt de inschrijvingsaanbieding in kwestie geannuleerd. Indien een betaling van het volledige inschrijvingsbedrag herroepen of geannuleerd wordt omwille van eender welke reden, moet de Belegger de geaccepteerde STEELCOINS aan de uitgevende instelling retourneren, en zal de uitgevende instelling de respectievelijke geaccepteerde STEELCOINS binnen zeven (7) dagen na ontvangst verbranden.</p> <p>De uitgevende instelling raamt de totale kosten voor de uitgifte op EUR 2.000.000.</p> <p>Het is mogelijk dat Beleggers gangbare transactievergoedingen moeten betalen wanneer het inschrijvingsbedrag van de uitgevende instelling betaald wordt.</p> <p>Op de datum van dit Prospectus heeft de uitgevende instelling geen distributieovereenkomsten afgesloten, maar het staat hem vrij dergelijke overeenkomsten in de toekomst af te sluiten.</p>
b)	<p>Wie is de aanbieder en/of de aanvrager van de toelating tot de handel?</p> <p>De uitgevende instelling is de aanbieder van de STEELCOINS. De STEELCOINS worden niet toegelaten tot de handel op een geregelde markt. Zie punt C.b) van deze samenvatting.</p>
c)	<p>Waarom wordt dit Prospectus opgesteld?</p> <p>Deze uitgevende instelling heeft de intentie om de STEELCOINS, die effecten zijn uit hoofde van Artikel 2 lit a) van de EU Prospectusverordening, aan te bieden aan het publiek in overeenstemming met de betekenis van Artikel 2 lit d) EU Prospectusverordening ("Aanbieding"). De complete overweging van de aanbieding zal waarschijnlijk de drempels overschrijden die gestipuleerd zijn door Artikel 1 para 3 EU Prospectusverordening en deel 12 van de Oostenrijkse Wet inzake kapitaalmarkten van 2019 (<i>Kapitalmarktgesetz 2019</i>). Een uitzondering uit hoofde van Artikel 1 para 4 EU Prospectusverordening is niet van toepassing. De uitgevende instelling zal de aanbieding alleen doen na de publicatie van dit Prospectus.</p> <p>De netto opbrengsten verkregen door de aanbieding zullen gebruikt worden voor de zakenactiviteiten van de uitgevende instelling om eigen winsten met staalhandel of andere activiteiten</p>

naar keuze van de uitgevende instelling te verwezenlijken. Beleggers nemen niet deel aan dergelijke winsten omdat STEELCOINS directe, niet door onderpand gedekte, niet-achtergestelde effecten van de uitgevende instelling zijn. De operationele activiteiten van de uitgevende instelling kunnen handel in staalproducten met derden bevatten (andere groothandelaars, handelaars, staalfabrieken, grote staalconsumenten) en/of staalvoorraden en/of belangen in ondernemingen, waarbij de uitgevende instelling ook activa kan hebben in de vorm van bankrekeningen en geldmarktinstrumenten, en niet verplicht is de volledige opbrengsten van de uitgifte te gebruiken. De uitgevende instelling kan echter bijkomende of andere zakenactiviteiten nastreven en kan ook de actuele en/of geplande activiteiten in de toekomst opgeven.

Omdat de uitgevende instelling de uitgifteprijs voor de STEELCOINS niet kan bepalen (zie deel D.a) van deze samenvatting) en deze prijs in de loop van de tijd aanzienlijk kan variëren, is het niet mogelijk voor de uitgevende instantie om een betrouwbare raming te geven van de opbrengsten van de uitgifte van max. 18.000 STEELCOINS, die onderhevig zijn aan dit Prospectus. De theoretisch grootst mogelijke opbrengsten van de uitgifte, met andere woorden indien alle 18.000 STEELCOINS volgens dit Prospectus geplaatst zouden worden aan de maximum uitgifteprijs van EUR 5.400 per STEELCOIN, zou in dat geval sprake zijn van een bedrag van EUR 97,2 miljoen bruto of, rekening houdend met de hierboven vermelde geraamde totale kosten, EUR 95,2 miljoen netto. De beleggers/houders van STEELCOINS nemen niet deel aan de opbrengsten van operationele activiteiten van de uitgevende instelling.

De aanbieding is niet onderhevig aan een bindende onderwriting overeenkomst: de uitgevende instelling zal de STEELCOINS uitsluitend zelf rechtstreeks via de website uitgeven.

Marcel Javor, een van de managing directors (*Geschäftsführer*) van de uitgevende instelling is ook managing director van de enige aandeelhouder van de uitgevende instelling FRANKSTAHL en (indirect) de enige uiteindelijke begunstigde van de uitgevende instelling en FRANKSTAHL. Bijgevolg kunnen belangenconflicten ontstaan tussen de uitgevende instelling, zijn aandeelhouder FRANKSTAHL en zijn enige uiteindelijke begunstigde.

Annex E

Bulgarian translation / *Превод на български език*

I. Резюме

Раздел А - Въведение, съдържащо предупреждения	
<p>Това резюме следва да се чете като въведение към настоящия Проспект (както е дефинирано по-долу).</p> <p>Всяко решение да се инвестира в ценните книжа трябва да се основава на цялостно разглеждане на този Проспект от инвеститора.</p> <p>Инвеститорите в ценни книжа могат да изгубят целия или част от своя инвестиран капитал.</p> <p>Когато във връзка със съдържащата се в този Проспект информация бъде заведен иск пред съд, съгласно националните закони, инвеститорът ищец може да е необходимо да поеме разходите за превод на Проспекта преди да започне съдебното производство.</p> <p>Гражданска отговорност носят само лицата, които са представили това резюме, включително всеки негов превод, но само когато резюмето е подвеждащо, неточно или несъвместимо, четено заедно с другите части на този Проспект, или когато, четено заедно с другите части на този Проспект, не предоставя ключова информация в помощ на инвеститорите, когато обмислят дали да инвестират в ценните книжа.</p>	
а)	<p>Наименование и международен идентификационен номер ("ISIN") на ценните книжа</p> <p>Настоящият проспект ("Проспект") касае емитиране на СТИЙЛКОЙНИ (STEELCOINS), които са прехвърляеми ценни книжа на носител под формата на токени ERC-20 в блокчейн "Ethereum", които нямат падеж и не носят лихва, но могат да бъдат върнати по всяко време по решение на собственика в замяна на физическо заплащане с определено количество стоманени изделия (което намалява с времето) или срещу заплащане в брой в Евро ("СТИЙЛКОЙНИ", и поотделно "СТИЙЛКОЙН"). Международният идентификационен номер ISIN на СТИЙЛКОЙНИТЕ Е: ATSTEELCOIN5.</p>
б)	<p>Идентификационни данни и данни за контакт на емитента, включително неговия идентификационен код на правен субект ("ИКПС")</p> <p>FS Steel-Products GmbH ("Емитент"; ИКПС: 5299000X94239BUDFN51), е дружество с ограничена отговорност (<i>Gesellschaft mit beschränkter Haftung</i>), учредено и съществуващо законно в съответствие със законите на Република Австрия, със седалище във Виена, Австрия, и адрес на управление Praterstraße 15/3/17, 1020 Vienna, Austria (телефон: +43 50 5030; уебсайт: https://www.steelcoin.com). Емитентът е вписан в Търговския регистър (Firmenbuch) на Виенския търговски съд (<i>Handelsgericht Wien</i>) с регистрационен номер FN 579306 х. Той извършва дейност под търговското наименование STEELCOIN.</p>
в)	<p>Идентификационни данни и данни за контакт на предложителя, включително неговия ИКПС ако предложителят има юридическа правосубектност, или тези на лицето, което иска допускане до търговия на регулиран пазар</p> <p>Вижте точка А.б) от това Резюме.</p>
г)	<p>Идентификационни данни и данни за контакт на компетентния орган, който одобрява проспекта, а ако е различен, на компетентния орган, който е одобрил регистрационния документ или универсалния регистрационен документ</p> <p>Австрийският съвет за финансовия пазар (<i>Finanzmarktaufsichtsbehörde</i>, "FMA"), Otto-Wagner-Platz 5, A-1090 Vienna (телефон: +43 1 +43, 1, 249; интернет сайт: www.fma.gv.at) е одобрил настоящия Проспект в качеството си на компетентен орган за Австрия по силата на Регламент (ЕС) 2017/1129 на Европейския парламент и на Съвета от 14 юни 2017г., с всички изменения ("Регламент на ЕС за проспектите") и на Австрийския закон за капиталовите пазари от 2019г. (<i>Kapitalmarktgesetz 2019</i>).</p>
д)	<p>Дата на одобряване на проспекта</p>

Настоящият Проспект е одобрен на 21 септември 2022г.

Раздел Б - Основна информация за Емитента

а) Кой е емитентът на ценните книжа?

Седалище и правна форма, ИКПС, правото, съгласно което Емитентът упражнява дейността си, и държава на учредяване

Вижте точка А.б) от това Резюме.

Основна дейност

Бизнес целите на Емитента (*Unternehmensgegenstand*), както са описани в точка Трета (*Drittens*) на учредителния му акт (*Errichtungserklärung*) включват (в превод от оригиналния текст на немски):

- търговия с метални изделия и строителни материали;
- извършване на всякакви сделки и мерки, необходими и полезни за постигане целите на дружеството и за развитието и икономическата му ефективност.

Основната бизнес цел на Емитента е търговията със стомана, емитирането и изпълнението на задълженията на Емитента във връзка със СТИЙЛКОЙНИТЕ. Стратегическата цел на Емитента е с емитирането на СТИЙЛКОЙНИ да създаде нов аспект на класическата търговия със стомана, който представлява интерес както за борсова търговия, така и за постигане на хеджиращи ефекти от потребителите на стомана. Като търговец на стомана, дейността на Емитента може да включва търговия със стоманени продукти с трети страни (други търговци на едро или дребно, заводи за стомана, големи потребители на стомана). Емитентът притежава съответния търговски лиценз (номер в Търговската информационна система на Австрия [*Gewerbeinformationssystem Austria – GISA*] 34882627) Емитентът може (но не е задължен) да хеджира срещу определена цена бъдещи увеличения и рискове и да сключи съответните транзакции. Емитентът може да изгради или придобие собствени складове в бъдеще и може да придобива и да се разпорежда с компании или дялови участия в компании. Бизнес дейността на Емитента не се ограничава само на европейския пазар, а може да включва търговия и бизнес партньори в цял свят. Развитието на пазара и цените на него ще влияят съществено върху това как Емитентът извършва дейността си. В допълнение, развитието на СТИЙЛКОЙНА и броя емитирани СТИЙЛКОЙНИ, както и поведението на инвеститорите при връщане на СТИЙЛКОЙНИТЕ, също ще оказват въздействие върху бизнес решенията на Емитента. Като действащ субект, Емитентът не се ангажира със специфична стратегия. По-конкретно, Емитентът няма определено задължение да поддържа собствени количества стоманени (или други) продукти или да прилага специфична инвестиционна или хеджираща стратегия, а е свободен да използва приходите от емисията по свое собствено усмотрение и за своя сметка. В бъдеще Емитентът може да промени търговската си дейност и може - по свое собствено усмотрение и по решение на своя (едноличен) собственик - да се заеме с допълнителни или други дейности и/или да преустанови сегашните и/или планирани търговски дейности.

(Преки и косвени) акционери

Едноличният собственик на Емитента е FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), дружество с ограничена отговорност (*Gesellschaft mit beschränkter Haftung*) учредено и съществуващо законно в съответствие със законите на Република Австрия, със седалище във Виена, Австрия, и адрес на управление Esteplatz 6, 1030 Vienna, Austria, вписано в Търговския регистър (*Firmenbuch*) на Виенския търговски съд (*Handelsgericht Wien*) с регистрационен номер FN 142511 а.

Едноличният собственик на FRANKSTAHL е Javor Unternehmensbeteiligungsges.m.b.H., дружество с ограничена отговорност (*Gesellschaft mit beschränkter Haftung*) учредено и съществуващо законно в съответствие със законите на Република Австрия, със седалище във Виена, Австрия, и адрес на управление Esteplatz 6, 1030 Vienna, Austria, вписано в

Търговския регистър (*Firmenbuch*) на Виенския търговски съд (*Handelsgericht Wien*) с регистрационен номер FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. се притежава изцяло от г-н Марсел Явор (Mr Marcel Javor), роден на 17 октомври 1974 г., който по този начин е крайният действителен собственик на Емитента.

Управление

Управлението на емитента (*Geschäftsführung*) в момента се състои от следните Управители (*Geschäftsführer*):

- Марсел Явор (Marcel Javor), роден на 17 октомври 1974 г.; и
- Роналд Наги (Ronald Nagy), роден на 7 декември 1973 г.

Идентификационни данни на законово определените одитори

Емитентът е назначил BDO Austria GmbH, фирма за одит и данъчни консултации, със седалище във Виена, Австрия, и адрес на управление Am Belvedere 4, 1100 Vienna, Austria, вписана в Търговския регистър на Виенския търговски съд с регистрационен номер FN 96046 w ("**BDO**"), за одитор на (i) началния баланс на Емитента на немски език (*Eröffnungsbilanz*) към 31 март 2022 г. ("**Начален баланс**") и (ii) неконсолидирания междинен финансов отчет ("**Финансов отчет**") към и за периода, започващ на 1 април 2022 г. и приключващ на 15 август 2022 г., и двата документа изготвени в съответствие с общоприетите счетоводни принципи в Австрия ("**GAAP**"). BDO е издала неквалифицирано одиторско мнение от 26 август 2022 г. за Началния баланс и неквалифицирано одиторско мнение от 26 август 2022 г. за Финансовия отчет.

BDO е член на Института на публичните одитори в Австрия (*Institut der Wirtschaftsprüfer*) и на Австрийската камара на данъчните консултанти и одитори (*Kammer der Steuerberater und Wirtschaftsprüfer*).

б) Каква е основната финансова информация относно емитента?

Информацията в таблиците по-долу е извлечена и е само резюме от Началния баланс и Финансовия отчет за посочените дати/периоди. Информацията в таблиците по-долу трябва да се чете заедно с информацията, включена в целия Проспект, по-конкретно информацията в Началния баланс и Финансовия отчет, включена в Част VII (*Annexes*) на Проспекта.

Отчет за приходите (одитиран)	1 април 2022 г. - 15 август 2022 г. (в евро)
Други оперативни разходи	- 11.617,16
Резултат от оперативна дейност	- 11.617,16
Финансов резултат преди данъци	- 11.617,16
Финансов резултат след облагане с данъци	- 11.617,16
Нетна годишна загуба	- 11.617,16
Натрупани загуби	- 11.617,16

Баланс (одитиран)	15 август 2022	31 март 2022
	(в евро)	
Активи		
Текущи активи	1.790.182,84	100.000,00
Други вземания и активи	1.359,50	0
Салда с кредитни институции	1.788.823,34	100.000,00
Общо балансови активи	1.790.182,84	100.000,00
Капитал и пасиви		
Собствен капитал	1.788.382,84	100.000,00
Акционерен капитал	100.000,00	100.000,00

Капиталови резерви	1.700.000,00	0
Натрупани загуби	- 11.617,16	0
<i>Резерви</i>	1.800,00	0
Други резерви	1.800,00	0
Общо по счетоводен баланс	1.790.182,84	100.000,00

в) Кои са основните рискове, характерни за емитента?

Емитентът зависи в голяма степен от FRANKSTAHL

Емитентът няма собствен персонал и може да не е в състояние да поддържа собствен персонал, по-конкретно ключов персонал и ноу-хау, необходими за неговата дейност

Емитентът може да не е в състояние да придобие стоманените продукти, необходими за изпълнение на задълженията му по СТИЙЛКОЙНИТЕ, и/или физическото им хеджиране изобщо (риск за наличието) и/или при търговски разумни условия (риск от нестабилност на цените)

Емитентът може да не е в състояние да достави стоките от стомана по Опцията за стоки от стомана, поради неналичието на стоки от стомана или невъзможността на Емитента да предостави стоки от стомана навреме или изобщо

Способността на Емитента да направи плащане в брой по Опцията за плащане в брой не е гарантирана

Раздел В - Основна информация за ценните книжа

а) Кои са основните характеристики на ценните книжа?

Вид, клас и международен идентификационен номер ISIN на СТИЙЛКОЙНИТЕ

СТИЙЛКОЙНИТЕ са прехвърляеми ценни книжа на носител с ISIN ATSTEELCOIN5, които се емитират под формата на токени ERC-20 в блокчейн "Ethereum" ("**Блокчейн**"). Няма различни класове СТИЙЛКОЙНИ.

Валута, деноминация, номинална стойност, брой емитирани ценни книжа и срок на ценните книжа

СТИЙЛКОЙНИТЕ нямат специфична валута. Емисията СТИЙЛКОЙНИ обаче се активира срещу плащане в евро.

Минималната деноминация (= най-малката прехвърляема единица) на СТИЙЛКОЙН е 0,000000000000000001 СТИЙЛКОЙНА. Най-малката единица СТИЙЛКОЙН, която може да бъде записана от Емитента обаче е 0,0001 СТИЙЛКОЙНА. За връщане на СТИЙЛКОЙНИ на Емитента, за Опцията за плащане в брой (както е дефинирана в раздел "Права, материализирани в СТИЙЛКОЙНИТЕ" по-долу), е необходим поне 0,01 СТИЙЛКОЙН, а за Опцията за стоки от стомана (както е дефинирана в раздел "Права, материализирани в СТИЙЛКОЙНИТЕ" по-долу), е необходим един (1) СТИЙЛКОЙН.

СТИЙЛКОЙНИТЕ нямат номинална стойност.

По настоящия Проспект ще бъдат емитирани 18.000 СТИЙЛКОЙНА. В бъдеще могат да бъдат емитирани допълнителни СТИЙЛКОЙНИ.

СТИЙЛКОЙНИТЕ нямат специфичен срок/падеж. Считано от 2 януари 2023г. обаче, Количеството стомана (дефинирано в раздел "Права, материализирани в СТИЙЛКОЙНИТЕ" по-долу) намалява с по 3% всяка година (изчислява се на дневна база, в сравнение с предходния ден, т.е. дегресивно намаление). Така например на 31 декември 2022г. Количеството стомана е приблизително 395,69 kg (сравнено в 1.814.39 kg до и включително 1 януари 2023г.). По отношение на Опцията за стоки от стомана това се отразява в намаление на теглото на стоките от стомана, които могат да бъдат получени срещу СТИЙЛКОЙН (или увеличение на броя СТИЙЛКОЙНИ, необходими за получаване на определено количество стоки от стомана). По отношение на Опцията за плащане в брой, това представлява коефициент на намаление на сумата за изплащане.

Права, материализирани в СТИЙЛКОЙНИТЕ

СТИЙЛКОЙНИТЕ могат да бъдат върнати на Емитента по всяко време по желание на държателя, или срещу определено количество конкретни физически стоки от стомана в kg ("**Опция за стоки от стомана**"), или срещу плащане в брой в евро ("**Опция за плащане в брой**")

Както Опцията за стоки от стомана, така и Опцията за плащане в брой са свързани с определен обем стоки от стомана, който намалява с времето, както следва (във всеки един момент това е "**Количеството стомана**") До 1 януари 2023 г. (включително) Количеството стомана е 1.814,39 kg стоки от стомана на СТИЙЛКОЙН; от 2 януари 2023 г., Количеството стомана постоянно намалява с по 3% на година, като намалението на теглото се отчита на дневна база, в резултат на което считано от 2 януари 2023 г. с всеки следващ ден Количеството стомана намалява, като Количеството стомана от предишния ден се умножава по $0.97^{(1/365)}$ (респективно във високосни години Количеството стомана намалява като Количеството стомана от предишния ден се умножи по $0.97^{(1/366)}$).

По Опцията за стоки от стомана, от набор от определени стоки от стомана може да бъде избран конкретен брой от тях. Следователно, на Емитента трябва да бъде върнат такъв брой СТИЙЛКОЙНИ, общото Количество стомана за който в деня на упражняване на опцията съответства на сумарното действително тегло на избраните стоки от стомана. Избраните стоки от стомана трябва след това да бъдат получени в избрани пунктове за получаване. По Опцията за стоки от стомана трябва да бъде върнат поне един (1) СТИЙЛКОЙН.

Дължимото плащане в брой (в евро) по Опцията за плащане в брой ("**Продажна цена**") се изчислява, като се умножи съответното Количество стомана в деня на упражняване на Опцията за плащане в брой по "**Стойността на готовата стомана**". Стойността на готовата стомана е коефициент, който освен всичко останало отчита средните цени, по които FRANKSTAHL и/или Емитентът и/или други местни или международни търговци на стомана са направили заявки за закупуване за складиране на определени групи готови продукти от стомана за период от 64 календарни дни преди задействането на Опцията за плащане в брой, и се изчислява чрез прилагане на сложна формула. Продажната цена се деноминира в евро. Инвеститорите могат да предложат по-висока продажна цена, срещу която желаят да върнат СТИЙЛКОЙНИ, като я предложат чрез Уебсайта. Емитентът обаче не е длъжен да приеме тази по-висока продажна цена. По Опцията за плащане в брой трябва да бъде върнат поне един 0,01 СТИЙЛКОЙН.

Правата, носени от СТИЙЛКОЙНИТЕ, могат да бъдат упражнявани само през Уебсайта на Емитента <https://www.steelcoin.com> ("**Уебсайт/а**").

Без ред на вземанията

СТИЙЛКОЙНИТЕ са преки, необезпечени, неподчинени задължения на емитента към инвеститорите, които са равнопоставени помежду си и спрямо всички други необезпечени задължения на Емитента, доколкото тези други задължения на Емитента нямат изрично по-голям приоритет по отношение на претенциите на инвеститорите съгласно приложимите закони и разпоредби, по-специално законите за несъстоятелността.

Ако Емитентът изпадне в несъстоятелност, инвеститорите имат само права на кредитори. Инвеститорите нямат право на сегрегация или отделяне и техните иски към Емитента не са приоритизирани и не са обезпечени.

Прехвърляемост

Съгласно приложимите закони и регламенти, СТИЙЛКОЙНИТЕ като цяло могат свободно да бъдат прехвърляни. Могат да бъдат прехвърляни части от СТИЙЛКОЙНИ, като най-малката част е 0,000000000000000001 СТИЙЛКОЙНА. За всяко прехвърляне на СТИЙЛКОЙНИ (или части от тях) обаче е необходимо прехвърляне в Блокчейн ("**Прехвърляне**"). Всяко Прехвърляне, включително конкретно упражняването на Опцията за стоки от стомана или Опцията за плащане в брой, генерира "Газови такси", които се заплащат от инвеститора в Етери (ETH, основната валута на Блокчейна). Така, ако инвеститорът желае да направи

	Прехвърляне, той трябва да разполага със съответната сума Етери, за да плати Газовите такси за Прехвърлянето. Емитентът няма влияние върху размера на дължимите Газови такси.
б)	Къде ще се търгуват ценните книжа? Към датата на Проспекта Емитентът не възнамерява да установи или разкрие пазар, на който инвеститорите могат да търгуват със СТИЙЛКОЙНИТЕ, или да заяви или получи позволение за търговия със СТИЙЛКОЙНИ на регулиран пазар, многостранна търговска платформа, организирана търговска платформа или друг пазар, подлежащ на подобно регулиране. Емитентът обаче си запазва правото да го направи в бъдеще.
в)	Има ли гаранция, свързана с ценните книжа? СТИЙЛКОЙНИТЕ не са обвързани с гаранция.
г)	Кои са основните рискове, характерни за ценните книжа? Продажната цена може да не отразява развитието на цените на пазарите за стомана Продажната цена ще е нестабилна Когато определят Предложената цена за записване, заинтересованите инвеститори може да направят грешка по отношение на настоящата стойност на СТИЙЛКОЙНА или развитието ѝ в бъдеще В момента на записването, цената за записване може да бъде значително по-висока от Продажната цена Емитентът може да не е в състояние да изчисли Стойността на готовата стомана и оттам Продажната цена Инвеститор може да изгуби достъпа до своите СТИЙЛКОЙНИ поради загуба на (достъп до) портфейла и/или частния ключ на Инвеститора Загубата на частния ключ на Емитента би довела до невъзможност за функциониране на Емитента и/или загуба на контрол върху функциите на смарт договора, на който се основават СТИЙЛКОЙНИТЕ СТИЙЛКОЙНИТЕ могат да бъдат изгубени поради действия на хакери СТИЙЛКОЙНИТЕ могат да бъдат изгубени поради "окончателността" на Блокчейна СТИЙЛКОЙНИТЕ могат да бъдат изгубени поради нестабилност на софтуера на приложението, на което се основава смарт договора, и на инфраструктурата на блокчейна (т.е. мрежата Ethereum)

Раздел Г - Основна информация за публичното предлагане на ценни книжа и/или допускането до търговия на регулиран пазар

а)	При какви условия и по какъв график мога да инвестирам в тези ценни книжа? СТИЙЛКОЙНИТЕ (или части от тях; минимална част: 0,0001 СТИЙЛКОЙН) могат да бъдат записвани от заинтересовани инвеститори считано от началната дата на емисията, която се очаква да е между 22 септември 2022 г. и 30 септември 2022 г. (и в двата случая включително този ден) ще бъде публикувана от Емитента на Уебсайта най-късно до изтичането на валидността на настоящия Проспект на 21 септември 2023 г. Емитентът си запазва правото по всяко време да съкрати или прекрати срока на предлагане по своя суверенна преценка (особено в случай на пълно пласиране на СТИЙЛКОЙНИТЕ). Процедурата по записване се извършва по електронен път, изключително през Уебсайта. Цената на емисията СТИЙЛКОЙНИ не е фиксирана. По-скоро е необходимо заинтересованият инвеститор да направи оферта (" Оферта на инвеститора ") да запише (част от) един или повече СТИЙЛКОЙНИ (" Оферирани СТИЙЛКОЙНИ ") за сума в евро на СТИЙЛКОЙН, определена от заинтересования инвеститор (" Оферирана цена за записване "), която не трябва да надвишава 5.400 евро на СТИЙЛКОЙН (максимална емисионна цена за СТИЙЛКОЙН). Оферираната цена за записване, умножена по
-----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Оферираните СТИЙЛКОЙНИ трябва да бъде поне 50 евро (минимална инвестиционна стойност на оферта за записване), а най-малката част, която може да бъде записана, е 0,0001 СТИЙЛКОЙНА.</p> <p>Емитентът може по собствено усмотрение да приеме Офертата на инвеститора изцяло или частично (т.е. само за ограничен брой СТИЙЛКОЙНИ или част от тях, но не за цена различна от Оферираната цена за записване) или да я отхвърли веднага.</p> <p>Ако Офертата на инвеститора бъде приета (изцяло или частично) от Емитента ("Оферта за записване"), заинтересованият инвеститор записва приетия от Емитента брой СТИЙЛКОЙНИ (или част от тях) ("Одобрени СТИЙЛКОЙНИ") и трябва да заплати сумата, получена при умножение на Одобрените СТИЙЛКОЙНИ и Оферираната цена за записване ("Сума за записване"), веднага, като използва един от предложените начини за плащане. С определени изключения, всички плащания, които се правят към Емитента, трябва да идват от сметки в Европейския съюз и/или Европейската икономическа зона.</p> <p>След заплащане на Сумата за записване, заинтересованият инвеститор трябва да предостави публичния адрес в Блокчейна, на който на бъдат прехвърлени Одобрените СТИЙЛКОЙНИ ("Адрес за доставка"), и може да нареди на Емитента да емитира Одобрените СТИЙЛКОЙНИ. В рамките на 24 часа след получаване на Адреса за доставка от Емитента, Емитентът емитира Одобрените СТИЙЛКОЙНИ, като ги добавя в Блокчейна и впоследствие ги прехвърля на Адреса за доставка ("Емитиране на одобрените СТИЙЛКОЙНИ"). Таксата за издаване на Одобрените СТИЙЛКОЙНИ (газова такса), която се заплаща в Етери [ETH], основната валута на Блокчейна, е за сметка на Емитента.</p> <p>За Емитирането на Одобрените СТИЙЛКОЙНИ за заинтересования инвеститор е необходимо Сумата за записване да бъде платена изцяло предварително. Ако плащането на цялата Сума за записване не бъде направено в рамките на срока, определен за това плащане на Уебсайта, съответната Оферта за записване се анулира. Ако поради някаква причина плащане на Сумата за записване бъде отменено или анулирано, инвеститорият трябва да върне Одобрените СТИЙЛКОЙНИ на Емитента, който унищожавя въпросните Одобрени СТИЙЛКОЙНИ в рамките на седем (7) дни след получаването.</p> <p>Емитентът изчислява общите разходи за емисията да възлязат на до 2.000.000 евро.</p> <p>Може да е необходимо инвеститорите да заплатят обичайни транзакционни такси, когато плащат Сумата за записване на Емитента.</p> <p>Към датата на настоящия Проспект Емитентът не е сключвал споразумения за разпределение, но е свободен да сключи такива в бъдеще.</p>
б)	<p>Кой е предложителят и/или лицето, което иска допускане до търговия?</p> <p>Емитентът е предложителят на СТИЙЛКОЙНИТЕ. СТИЙЛКОЙНИТЕ не са допуснати за търговия на регулиран пазар. Вижте точка В.б) от това Резюме.</p>
в)	<p>Защо е съставен този проспект?</p> <p>Този емитент възнамерява да организира публично предлагане, по смисъла на Член 2 буква г) на Регламента на ЕС за проспектите, на СТИЙЛКОЙНИТЕ които са ценни книжа по смисъла на Член 2 буква а) от Регламента на ЕС за проспектите ("Оферта"). Общата стойност на Офертата вероятно ще надхвърли тавана, определен в Член 1, параграф 3 на Регламента на ЕС за проспектите, и раздел 12 на Австрийския закон за капиталовите пазари от 2019г. (<i>Kapitalmarktgesetz 2019</i>). Не се прилага изключение по Член 1, параграф 4 на Регламента на ЕС за проспектите. Така Емитентът прави Офертата само след предварително публикуване на този Проспект.</p> <p>Нетните приходи, получени от Офертата, ще бъдат използвани за текущата дейност на Емитента, с цел генериране на собствена печалба от търговия със стомана или други дейности по преценка на Емитента. Инвеститорите не участват в тази печалба, тъй като СТИЙЛКОЙНИТЕ са преки, необезпечени, неподчинени задължения на Емитента. Дейността на Емитента може да включва търговия с продукти от стомана с трети страни (други търговци на едро или дребно, заводи за стомана, големи потребители на стомана) и/или придобиване на запаси от стомана и/или дялови участия в дружества, чрез които</p>

Емитентът да поддържа ликвидност под формата на банкови сметки и инструменти на паричните пазари, и не е необходимо да използва всички приходи от емисията. Емитентът обаче може да се заеме с допълнителни или други стопански дейности и в бъдеще да преустанови сегашните или планирани дейности.

Тъй като Емитентът не може да определи цената, на която се емитират СТИЙЛКОЙНИТЕ (вижте точка Г.а) от това Резюме), а тази цена може да варира съществено във времето, за Емитента не е възможно надеждно да изчисли приходите от емитиране на до 18.000 СТИЙЛКОЙНА, които са обект на този Проспект. Теоретичните максимални приходи от емисията, т.е. ако всички 18.000 СТИЙЛКОЙНА по Проспекта бъдат пласирани на максимална цена от 5.400 евро на СТИЙЛКОЙН, биха възлезли на 97,2 милиона евро бруто, или ако се отчетат споменатите по-горе общи разходи, 95,2 милиона евро нето. Инвеститорите/притежателите на СТИЙЛКОЙНИ не участват в приходите от оперативна дейност на Емитента.

Офертата не е обект на споразумение за поемане на база твърд ангажимент: Емитентът емитира СТИЙЛКОЙНИТЕ напълно самостоятелно, директно през Уебсайта.

Марсел Явор, един от управителите на Емитента (Geschäftsführer), е и управител на едноличния собственик на Емитента FRANKSTAHL и (непряк) краен действителен собственик на Емитента и FRANKSTAHL. По този начин може да възникне конфликт на интереси между Емитента, неговия собственик FRANKSTAHL и крайния действителен собственик.

Annex F

Croatian translation / *hrvatski prijevod*

I. Sažetak

Odjeljak A - Uvod koji sadržava upozorenja	
<p>Ovaj sažetak treba čitati kao uvod u ovaj Prospekt (kako je definiran u nastavku).</p> <p>Ulagatelj bi svaku odluku o ulaganju u vrijednosne papire trebao temeljiti na razmatranju Prospekta kao cjeline.</p> <p>Ulagatelji u vrijednosne papire mogu izgubiti cjelokupni uloženi kapital ili dio njega.</p> <p>Ako se sudu podnese tužba koja se odnosi na informaciju sadržanu u ovom Prospektu, tužitelj ulagatelj može biti obvezan, prema nacionalnom pravu, snositi troškove prijevoda ovog Prospekta prije nego što započne sudski postupak.</p> <p>Građanskopravnoj odgovornosti podliježu samo osobe koje su sastavile ovaj sažetak, uključujući njegov prijevod, ali samo ako sažetak dovodi u zabludu, ako je netočan ili nedosljedan, kada ga se čita zajedno s drugim dijelovima prospekta, ili ne pruža, kad ga se čita zajedno s drugim dijelovima prospekta, ključne informacije kako bi se ulagateljima pomoglo pri razmatranju ulaganja u takve vrijednosne papire.</p>	
a)	Ime i međunarodni identifikacijski broj ("ISIN") vrijednosnih papira
	<p>Ovaj se prospekt ("Prospekt") odnosi na izdavanje ČELIČNIH KOVANICA koje su prenosivi vrijednosni papiri koji glase na donositelja u obliku tokena ERC-20 na lancu blokova "Ethereum" koji nemaju dospijeće i ne nose kamate, no koji se mogu vratiti u bilo kojem trenutku prema izboru donositelja u zamjenu za fizičku namiru određenom količinom čeličnih proizvoda (koja se s vremenom smanjuje) ili za gotovinsku namiru u EUR ("ČELIČNE KOVANICE", a svaka od njih "ČELIČNA KOVANICA"). Broj ISIN ČELIČNIH KOVANICA jest: ATSTEELCOIN5.</p>
b)	Identitet i podatci za kontakt izdavatelja, uključujući njegov identifikator pravne osobe ("LEI")
	<p>FS Steel-Products GmbH ("Izdavatelj"; LEI: 529900OX94239BUDFN51) jest društvo s ograničenom odgovornošću (<i>Gesellschaft mit beschränkter Haftung</i>) koje je osnovano i valjano posluje prema zakonima Republike Austrije, sa službenim sjedištem u Beču, Austrija, i službenim sjedištem na adresi Praterstraße 15/3/17, 1020 Beč, Austrija (telefon: +43 50 5030; web-mjesto: https://www.steelcoin.com). Izdavatelj je registriran u Trgovačkom registru (<i>Firmenbuch</i>) Trgovačkog suda u Beču (<i>Handelsgericht Wien</i>) pod matičnim brojem FN 579306 x. Posluje i pod komercijalnim nazivom STEELCOIN.</p>
c)	Identitet i podatci za kontakt ponuditelja, uključujući njegov broj LEI ako ponuditelj ima pravnu osobnost, ili osobe koja traži uvrštenje u trgovanje na uređenom tržištu
	<p>Vidjeti točku A.b) ovog Sažetka.</p>
d)	Identitet i podatci za kontakt nadležnog tijela koje odobrava prospekt i, ako je različito, nadležnog tijela koje je odobrilo registracijski dokument ili univerzalni registracijski dokument
	<p>Austrijsko tijelo za nadzor financijskog tržišta (<i>Finanzmarktaufsichtsbehörde</i>, "FMA"), Otto-Wagner-Platz 5, A-1090 Beč (telefon: +43 1 249 59-0; web-mjesto: www.fma.gv.at) odobrilo je ovaj Prospekt djelujući u svojstvu nadležnog tijela za Austriju prema Uredbi (EU) 2017/1129 Europskog parlamenta i Vijeća od 14. lipnja 2017. s izmjenama ("Uredba EU-a o prospektu") i u skladu s austrijskim Zakonom o tržištima kapitala iz 2019. (<i>Kapitalmarktgesetz 2019</i>).</p>
e)	Datum odobrenja prospekta
	<p>Prospekt je odobren 21. rujna 2022.</p>

Odjeljak B – Ključne informacije o izdavatelju

a)	Tko je izdavatelj vrijednosnih papira?
	Domicil i pravni oblik, broj LEI, pravo na temelju kojeg posluje izdavatelj i zemlja u kojoj je osnovan Vidjeti točku A.b) ovog Sažetka.
	Glavne djelatnosti Poslovni ciljevi izdavatelja (<i>Unternehmensgegenstand</i>), navedeni pod trećom stavkom (<i>Drittens</i>) njegova Statuta (<i>Errichtungserklärung</i>), uključuju (prijevod s izvornog njemačkog jezika): <ul style="list-style-type: none">• trgovinu metalnim proizvodima i građevinskim materijalom• sve transakcije i mjere koje su nužne i korisne za postizanje cilja društva i za razvoj i gospodarsku učinkovitost društva. Trgovina čelikom i izdavanje kao i ispunjavanje obveza izdavatelja vezanih uz ČELIČNE KOVANICE osnovna je poslovna svrha izdavatelja. Strateški cilj izdavatelja jest uspostaviti novi aspekt klasične trgovine čelikom izdavanjem ČELIČNIH KOVANICA, što je u interesu i za špekulaciju i za postizanje učinka zaštite potrošača čelika od rizika. Poslovne djelatnosti izdavatelja kao trgovca čelikom mogu uključivati trgovinu čeličnim proizvodima s trećim osobama (drugim veleprodajnim trgovcima, trgovcima, čeličanama, velikim potrošačima čelika). Izdavatelj ima važeću dozvolu za trgovanje (Trgovinski informacijski sustav Austrije [<i>Gewerbeinformations-system Austria</i> – GISA] broj 34882627). Izdavatelj se može (ali ne mora) zaštititi od povećanja cijena i rizika od u budućnosti i može ući u odgovarajuće transakcije. Izdavatelj može izgraditi ili kupiti vlastita skladišta u budućnosti te može kupiti i prodati društva ili udjele u društvima. Poslovne djelatnosti izdavatelja nisu ograničene na europsko tržište, već mogu uključivati trgovinske i poslovne partnere u cijelom svijetu. Tržišna kretanja i tržišne cijene znatno će utjecati na način na koji izdavatelj posluje. Dodatno, razvoj ČELIČNE KOVANICE i broj izdanih ČELIČNIH KOVANICA kao i ponašanje ulagatelja po povratu ČELIČNIH KOVANICA također utječu na poslovne odluke izdavatelja. Kao poslovni subjekt izdavatelj ne primjenjuje određenu strategiju. Izdavatelj nema nikakvu obvezu čuvati vlastitu zalihu čeličnih (ili drugih) proizvoda niti primjenjivati određenu strategiju ulaganja ili zaštite od rizika, već je slobodan koristiti se prihodima od izdavanja prema vlastitom nahođenju za vlastiti račun. Izdavatelj u budućnosti može promijeniti svoje poslovne djelatnosti i može - prema vlastitom nahođenju i prema nahođenju svojeg (jedinog) dioničara – prijaviti dodatne ili druge djelatnosti i/ili odustati od trenutanih i/ili planiranih poslovnih djelatnosti.
	(Izravni i neizravni) dioničari Jedini dioničar izdavatelja jest FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. (" FRANKSTAHL "), društvo s ograničenom odgovornošću (<i>Gesellschaft mit beschränkter Haftung</i>) koje je osnovano i valjano posluje prema zakonima Republike Austrije, sa službenim sjedištem u Beču, Austrija, na adresi Esteplatz 6, 1030 Beč, Austrija, upisano u Trgovački registar (<i>Firmenbuch</i>) Trgovačkog suda u Beču (<i>Handelsgericht Wien</i>) pod matičnim brojem FN 142511 a. Jedini dioničar društva FRANKSTAHL jest Javor Unternehmensbeteiligungsges.m.b.H., društvo s ograničenom odgovornošću (<i>Gesellschaft mit beschränkter Haftung</i>), koje je osnovano i valjano posluje prema zakonima Republike Austrije, sa službenim sjedištem u Beču, Austrija, na adresi Esteplatz 6, 1030 Beč, Austrija, upisano u Trgovački registar (<i>Firmenbuch</i>) Trgovačkog suda u Beču (<i>Handelsgericht Wien</i>) pod matičnim brojem FN 200305 t. Javor Unternehmensbeteiligungsges.m.b.H. u potpunosti je u vlasništvu g. Marcela Javora rođenoga 17. listopada 1974., što ga čini krajnjim stvarnim vlasnikom izdavatelja.
	Rukovodstvo Rukovodstvo izdavatelja (<i>Geschäftsführung</i>) trenutačno čine sljedeći glavni direktori (<i>Geschäftsführer</i>):

- Marcel Javor, rođen 17. listopada 1974.; i
- Ronald Nagy, rođen 7. prosinca 1973.

Identitet ovlaštenih revizora

Izdavatelj je imenovao društvo BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft sa službenim sjedištem u Beču, u Austriji na adresi Am Belvedere 4, 1100, Beč, Austrija, registrirano u Trgovačkom registru Trgovačkog suda u Beču pod matičnim brojem FN 96046 w ("**BDO**") revizorom Izdavateljeve (i) početne bilance (*Eröffnungsbilanz*) od 31. ožujka 2022. ("**Početna bilanca**") i (ii) nekonsolidiranih privremenih financijskih izvješća ("**Financijska izvješća**") od i za razdoblje koje traje od 1. travnja 2022. do 15. kolovoza 2022., oboje sastavljeno u skladu s općeprihvaćenim računovodstvenim načelima u Austriji ("**GAAP**"). BDO je izdao nekvalificirano revizorsko mišljenje s datumom 26. kolovoza 2022. o Početnoj bilanci i nekvalificirano revizorsko mišljenje s datumom 26. kolovoza 2022. o Financijskim izvješćima.

BDO je član Instituta javnih revizora u Austriji (*Institut der Wirtschaftsprüfer*) i austrijske Komore poreznih revizora i revizora (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Koje su ključne financijske informacije u pogledu izdavatelja?

Informacije navedene u tablicama u nastavku izvedene su iz i samo su sažetak početne bilance i financijskih izvješća za navedene datume/razdoblja. Informacije navedene u tablicama u nastavku čitaju se zajedno s informacijama sadržanima u cjelokupnom Prospektu, osobito s informacijama iz početne bilance i financijskim izvješća koje se nalaze u Dijelu VII (*Annexes*) ovog Prospekta.

Račun dobiti i gubitka (revidiran)	1. travnja 2022. – 15. kolovoza 2022.	
	(u €)	
Ostali troškovi poslovanja		- 11.617,16
Rezultat poslovanja		- 11.617,16
Rezultat prije oporezivanja		- 11.617,16
Rezultat nakon oporezivanja		- 11.617,16
Neto gubitak za razdoblje		- 11.617,16
Akumulirani gubitci		- 11.617,16

Bilanca (revidirana)	15. kolovoza 2022.	31. ožujka 2022.
	(u €)	
Imovina		
<i>Tekuća imovina</i>	1.790.182,84	100.000,00
Ostala potraživanja i imovina	1.359,50	0
Salda s kreditnim institucijama	1.788.823,34	100.000,00
Ukupna bilanca stanja	1.790.182,84	100.000,00
Vlasnički kapital i obveze		
<i>Vlasnički kapital</i>	1.788.382,84	100.000,00
Temeljni kapital	100.000,00	100.000,00
Kapitalne rezerve	1.700.000,00	0
Akumulirani gubitci	- 11.617,16	0
<i>Obračunate obveze</i>	1.800,00	0
Ostale obračunate obveze	1.800,00	0
Ukupna bilanca stanja	1.790.182,84	100.000,00

c) Koji su ključni rizici specifični za izdavatelja?

Izdavatelj je iznimno ovisan o društvu FRANKSTAHL

	<p>Izdavatelj nema vlastito osoblje i možda nije sposoban oformiti vlastito osoblje, što se posebno odnosi na ključno osoblje, niti ima tehničko znanje potrebno za njegovo poslovanje</p> <p>Izdavatelj možda neće moći kupiti čelične proizvode potrebne za ispunjavanje njegovih obveza u pogledu ČELIČNIH KOVANICA i/ili njihove fizičke zaštite općenito (rizik dostupnosti) i/ili u komercijalno opravdanom smislu (rizik od promjenjivosti cijena)</p> <p>Izdavatelj možda neće moći isporučiti čelične proizvode na temelju Opcije za čelične proizvode zbog nedostupnosti čeličnih proizvoda ili zbog toga što Izdavatelj možda neće moći osigurati čelične proizvode na vrijeme ili uopće</p> <p>Sposobnost plaćanja namire u novcu izdavatelja na temelju Gotovinske opcije nije osigurana</p>
--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Odjeljak C – Ključne informacije o vrijednosnim papirima	
a)	<p>Koje su ključne značajke vrijednosnih papira?</p> <p>Vrsta, klasa i broj ISIN ČELIČNIH KOVANICA</p> <p>ČELIČNE KOVANICE prenosivi su vrijednosni papiri na donositelja s brojem ISIN ATSTEELCOIN5 koji se izdaju u obliku ERC-20 tokena na lancu blokova "Ethereum" ("Lanac blokova"). Nema različitih klasa ČELIČNIH KOVANICA.</p> <p>Valuta, denominacija, nominalna vrijednost, broj izdanih vrijednosnih papira i njihovo trajanje</p> <p>ČELIČNE KOVANICE nemaju određenu valutu. Međutim, izdavanje ČELIČNIH KOVANICA izvršava se u zamjenu za plaćanje u eurima.</p> <p>Minimalna denominacija (=najmanja prenosiva jedinica) ČELIČNE KOVANICE je 0,0000000000000000001 ČELIČNE KOVANICE. Međutim, najmanja jedinica ČELIČNE KOVANICE koja se može upisati od izdavatelja je 0,0001 ČELIČNE KOVANICE. Za povrat ČELIČNIH KOVANICA izdavatelju potrebno je najmanje 0,01 ČELIČNE KOVANICE za Gotovinsku opciju (kako je definirana u odjeljku "<i>Prava povezana s ČELIČNIM KOVANICAMA</i>" u nastavku) ili jedna (1) ČELIČNA KOVANICA za Opciju čeličnih proizvoda (kako je definirana u odjeljku "<i>Prava povezana s ČELIČNIM KOVANICAMA</i>" u nastavku).</p> <p>ČELIČNE KOVANICE nemaju nominalnu vrijednost.</p> <p>Pod ovim će se Prospektom izdati do 18.000 ČELIČNIH KOVANICA. U budućnosti se mogu izdati dodatne ČELIČNE KOVANICE.</p> <p>ČELIČNE KOVANICE nemaju određeno trajanje / dospijeće. Međutim, počevši od 2. siječnja 2023., količina čelika (definirana u odjeljku "<i>Prava povezana s ČELIČNIM KOVANICAMA</i>" u nastavku) smanjuje se za 3 % svake godine (obračunato na dnevnoj osnovi u usporedbi s prethodnim danom; tj. depresivno smanjenje). Tako je, na primjer, 31. prosinca 2022. količina čelika oko 395,69 kg (u usporedbi s 1.814,39 kg do i uključujući 1. siječnja 2023.). Pod Opcijom čeličnih proizvoda, navedeno ima učinak smanjenja mase čeličnih proizvoda koji se mogu dobiti po ČELIČNOJ KOVANICI (ili povećanja broja ČELIČNIH KOVANICA potrebnih za dobivanje određene količine čeličnih proizvoda). Pod Gotovinskom opcijom navedeno predstavlja čimbenik koji smanjuje iznos za isplatu.</p> <p>Prava u pogledu ČELIČNIH KOVANICA</p> <p>ČELIČNE KOVANICE mogu se vratiti izdavatelju u bilo kojem trenutku prema odluci nositelja u zamjenu za određenu količinu određenih fizičkih čeličnih proizvoda u kg ("Opcija čeličnih proizvoda") ili u zamjenu za namiru u novcu u eurima ("Gotovinska opcija").</p> <p>I Opcija čeličnih proizvoda i Gotovinska opcija povezane su s određenom masom čeličnih proizvoda koja se s vremenom smanjuje kako slijedi (svaka takva količina je "Količina čelika"): Do (i uključujući) 1. siječnja 2023., količina čelika je 1.814,39 kg čeličnih proizvoda po ČELIČNOJ KOVANICI; počevši od 2. siječnja 2023., Količina čelika kontinuirano se smanjuje za 3 % godišnje, s time da se smanjenje mase primjenjuje na dnevnoj osnovi, tako da se počevši od 2. siječnja 2023. količina čelika svaki dan smanjuje množenjem količine čelika prethodnog dana s $0,97^{(1/365)}$ (odnosno u prijestupnim godinama: količina čelika se smanjuje množenjem količine čelika prethodnog dana s $0,97^{(1/366)}$).</p>

	<p>Pod Opcijom čeličnih proizvoda može se odabrati određeni broj tih čeličnih proizvoda iz izbora određenih čeličnih proizvoda. Naposljetku, izdavatelju se vraća onaj broj ČELIČNIH KOVANICA čiji zbroj količine čelika na dan primjene opcije odgovara zbroju stvarne mase odabranih čeličnih proizvoda. Odabrani čelični proizvodi zatim se moraju preuzeti na odabranim lokacijama za preuzimanje. Pod Opcijom čeličnih proizvoda mora se vratiti najmanje jedna (1) ČELIČNA KOVANICA.</p> <p>Namira u novcu (u eurima) plativa pod Gotovinskom opcijom ("Prodajna cijena") izračunava se množenjem predmetne količine čelika na dan primjene Gotovinske opcije s "Vrijednošću gotovog čelika". Vrijednost gotovog čelika čimbenik je kojim se uzimaju u obzir, među ostalim, određene srednje cijene po kojima se FRANKSTAHL i/ili izdavatelj i/ili drugi lokalni ili međunarodni trgovci čelikom predali narudžbe za čuvanje zaliha u određenim skupinama gotovih čeličnih proizvoda tijekom razdoblja od 64 kalendarska dana prije primjene Gotovinske opcije, a izračunava se primjenom složene formule. Prodajna cijena denominirana je u valuti EUR. Ulagatelji mogu predložiti veću prodajnu cijenu za koju su voljni vratiti ČELIČNE KOVANICE predlaganjem te cijene putem <i>web</i>-mjestu. Međutim, Izdavatelj ne mora prihvatiti tu veću prodajnu cijenu. Pod Gotovinskom opcijom mora se vratiti najmanje 0,01 ČELIČNE KOVANICE.</p> <p>Prava povezana s ČELIČNIM KOVANICAMA mogu se ostvariti samo putem <i>web</i>-mjestu izdavatelja https://www.steelcoin.com ("Web stranica").</p> <p>Nepostojanje nadređenosti</p> <p>ČELIČNE KOVANICE su direktne, neosigurane, nepodređene obveze izdavatelja prema ulagateljima koje su rangirane <i>pari passu</i> međusobno i prema svim ostalim neosiguranim obvezama Izdavatelja, dok god te druge obveze Izdavatelja nisu izričito više rangirane od potraživanja ulagatelja na temelju primjenjivih zakona i propisa, osobito zakona o nesolventnosti. U slučaju nesolventnosti izdavatelja, ulagateljima su dostupna samo prava vjerovnika. Ulagatelji nemaju zahtjeve u odnosu na izdvajanje ili odvajanje i njihova potraživanja od izdavatelja nemaju prednost i nisu osigurana.</p> <p>Prenosivost</p> <p>ČELIČNE KOVANICE obično su, podložno primjenjivim zakonima i propisima, slobodno prenosive. Dijelovi ČELIČNIH KOVANICA mogu se prenositi, s time da je najmanji dio 0,000000000000000001 ČELIČNE KOVANICE. Međutim, za prijenos ČELIČNE KOVANICE (ili njenog dijela) potrebno je prenijeti lanac blokova ("Prijenos"). Za svaki prijenos, uključujući posebno primjenu Opcije čeličnih proizvoda ili Gotovinske opcije, ulagatelj mora platiti "Plinske naknade" u valuti Ether (ETH, nativna valuta lanca blokova). Stoga, ako Ulagatelj želi izvršiti prijenos, mora imati odgovarajući iznos valute ETH za plaćanje obračunatih plinskih naknada za prijenos. Izdavatelj nema utjecaja na iznos plinskih naknada koje je potrebno platiti.</p>
b)	Gdje će se trgovati vrijednosnim papirima?
	Na datum Prospekta izdavatelj ne namjerava uspostaviti niti pokrenuti lokaciju na kojoj će ulagatelji trgovati ČELIČNIM KOVANICAMA niti tražiti ili ishoditi uvrštenje ČELIČNIH KOVANICA u trgovanje na reguliranom tržištu, multilateralnoj trgovinskoj platformi, organiziranoj trgovinskoj platformi niti bilo kojem drugom tržištu podložnom sličnom propisu. Međutim, izdavatelj zadržava pravo to učiniti u budućnosti.
c)	Postoji li jamstvo povezano s vrijednosnim papirima?
	Ne postoji jamstvo povezano s ČELIČNIM KOVANICAMA.
d)	Koji su ključni rizici specifični za vrijednosni papire?
	<p>Prodajna cijena ne mora odražavati kretanje cijena na tržištima čelika</p> <p>Prodajna cijena bit će promjenjiva</p> <p>Zainteresirani ulagatelji mogu pogriješiti o trenutnoj vrijednosti ČELIČNE KOVANICE ili njenom budućem kretanju pri određivanju Ponuđene cijene upisa</p>

<p>Cijena upisa može biti znatno veća od prodajne cijene u trenutku upisa</p> <p>Izdavatelj možda neće moći izračunati konačnu vrijednost čelika, a time ni prodajnu cijenu</p> <p>Ulagatelj bi mogao izgubiti pristup svojim ČELIČNIM KOVANICAMA zbog gubitka lisnice i/ili privatnog ključa Ulagatelja, ili pristupa njima</p> <p>Gubitak privatnog ključa izdavatelja doveo bi do onesposobljenja izdavatelja i/ili gubitka kontrole nad funkcijama pametnog ugovora na kojem se temelje ČELIČNE KOVANICE</p> <p>ČELIČNE KOVANICE mogu se izgubiti djelovanjem hakera</p> <p>ČELIČNE KOVANICE mogu se izgubiti zbog "konačnosti" lanca blokova</p> <p>ČELIČNE KOVANICE mogu se izgubiti zbog ranjivosti temeljnog softverskog programa, temeljnog pametnog ugovora i infrastrukture lanca blokova (tj. Ethereum mreže)</p>

Odjeljak D - Ključne informacije o javnoj ponudi vrijednosnih papira i/ili uvrštenju za trgovanje na uređenom tržištu

a)	<p>Pod kojim uvjetima i prema kojem rasporedu mogu uložiti u ovaj vrijednosni papir?</p> <p>Upis ČELIČNIH KOVANICA (ili njihovih dijelova; najmanji dio: 0,0001 ČELIČNE KOVANICE) mogu izvršiti zainteresirani ulagatelji počevši od datuma početka izdavanja koji se očekuje da će biti između 22. rujna 2022. i 30. rujna 2022. (u svakom slučaju uključujući taj dan), što se objavljuje na <i>web</i>-mjestu, do isteka valjanosti ovog Prospekta 21. rujna 2023. najkasnije. Izdavatelj zadržava pravo skraćivanja ili prekida razdoblja ponude u bilo kojem trenutku prema vlastitom nahođenju (osobito u slučaju punog plasmana ČELIČNIH KOVANICA). Postupak upisa provodi se elektronički isključivo putem <i>web</i>-mjesta.</p> <p>Cijena izdavanja ČELIČNIH KOVANICA nije fiksna. Umjesto toga, zainteresirani ulagatelj mora podnijeti ponudu ("Ponuda ulagatelja") za upis za jednu ili više ČELIČNIH KOVANICA ili njihove dijelove ("Ponuđene ČELIČNE KOVANICE") uz isticanje iznosa u eurima po ČELIČNOJ KOVANICI koji nudi zainteresirani ulagatelj ("Ponuđena cijena za upis") koji ne smije premašiti iznos od 5.400 EUR po ČELIČNOJ KOVANICI (najviša cijena izdavanja po ČELIČNOJ KOVANICI). Ponuđena cijena za upis pomnožena s Ponuđenim ČELIČNIM KOVANICAMA mora biti najmanje 50 EUR (najmanji iznos ulaganja po ponudi za upis), a najmanji dio za koji se može upisati je 0,0001 ČELIČNE KOVANICE.</p> <p>Izdavatelj može prema vlastitom nahođenju prihvatiti ponudu ulagatelja u cijelosti ili djelomično (tj. samo sa smanjenim brojem ČELIČNIH KOVANICA ili dijelom njih, ali ne za cijenu drugačiju od ponuđene cijene upisa) ili je odmah odbiti.</p> <p>Ako izdavatelj prihvati (u cijelosti ili djelomično) Ponudu ulagatelja ("Ponuda za upis"), zainteresirani ulagatelj se upisuje za onaj broj ČELIČNIH KOVANICA (ili njihovih dijelova) koje je prihvatio izdavatelj ("Prihvaćene ČELIČNE KOVANICE") te odmah plaća iznos dobiven množenjem prihvaćenih ČELIČNIH KOVANICA s ponuđenom cijenom za upis ("Iznos za upis") na jedan od ponuđenih načina plaćanja. Podložno određenim iznimkama, sva plaćanja izdavatelju moraju dolaziti s računa unutar Europske unije i/ili Europskog gospodarskog prostora.</p> <p>Nakon plaćanja cjelokupnog iznosa za upis, od zainteresiranog ulagatelja traži se navođenje javne adrese na lancu blokova na koji se prihvaćene ČELIČNE KOVANICE prenose ("Adresa za isporuku") te zainteresirani ulagatelj može uputiti izdavatelja da izda prihvaćene ČELIČNE KOVANICE. U roku od 24 sata otkad izdavatelj primi adresu za isporuku, izdavatelj izdaje prihvaćene ČELIČNE KOVANICE njihovim kovanjem na lancu blokova i zatim njihovim prijenosom na adresu za isporuku ("Izdavanje prihvaćenih ČELIČNIH KOVANICA"). Naknadu za Izdavanje prihvaćenih ČELIČNIH KOVANICA (plinska naknada) plativo u nativnoj valuti Lanca bloka Ether [ETH] snosi Izdavatelj.</p> <p>Izdavanje prihvaćenih ČELIČNIH KOVANICA zainteresiranom ulagatelju podliježe prethodnoj uplati cjelokupnog iznosa za upis. Ako se plaćanje cjelokupnog iznosa za upis ne izvrši u roku navedenom za takvo plaćanje na <i>web</i>-mjestu, predmetna se ponuda za upis otkazuje. Ako se plaćanje iznosa za upis opozove ili otkaže iz bilo kojeg razloga, ulagatelj mora vratiti prihvaćene</p>
-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>ČELIČNE KOVANICE izdavatelju, a izdavatelj spaljuje predmetne prihvaćene ČELIČNE KOVANICE u roku od sedam (7) dana od primitka.</p> <p>Izdavatelj procjenjuje ukupne troškove za izdavanje do iznosa od 2.000.000 EUR.</p> <p>Ulagatelji će možda morati platiti uobičajene transakcijske naknade pri plaćanju iznosa za upis izdavatelju.</p> <p>Na datum ovog Prospekta izdavatelj nema sklopljene ugovore o distribuciji, no smije ih sklopiti u budućnosti.</p>
b)	<p>Tko je ponuditelj i/ili osoba koja traži uvrštenje za trgovanje?</p> <p>Izdavatelj je ponuditelj ČELIČNIH KOVANICA. ČELIČNE KOVANICE nisu uvrštene u trgovanje na reguliranom tržištu. Vidjeti točku C.b) ovog Sažetka.</p>
c)	<p>Zašto se ovaj prospekt izrađuje?</p> <p>Izdavatelj namjerava javnosti ponuditi ČELIČNE KOVANICE, koje su vrijednosni papiri u smislu članka 2. točke a) Uredbe EU-a o prospektu, u smislu članka 2.točke d) Uredbe EU-a o prospektu ("Ponuda"). Ukupna naknada za ponudu vjerojatno će premašiti pragove propisane člankom 1. stavkom 3. Uredbe EU-a o prospektu i člankom 12. austrijskog Zakona o tržištima kapitala iz 2019. (<i>Kapitalmarktgesetz 2019</i>). Iznimka u skladu s člankom 1. stavkom 4. uredbe EU-a o prospektu ne primjenjuje se. Stoga Izdavatelj daje Ponudu tek nakon objave ovog Prospekta.</p> <p>Neto prihodi prikupljeni temeljem Ponude koriste se za tekuće poslovne aktivnosti izdavatelja u cilju ostvarivanja vlastite dobiti iz trgovanja čelikom ili drugih aktivnosti prema odluci izdavatelja. Ulagatelji ne sudjeluju u takvoj dobiti jer su ČELIČNE KOVANICE izravne, neosigurane, nepodređene obveze izdavatelja. Poslovne djelatnosti izdavatelja mogu uključivati trgovanje čeličnim proizvodima s trećim osobama (drugim veleprodajnim trgovcima, trgovcima, čeličanama, velikim potrošačima čelika) i/ili kupnju zaliha čelika i/ili udjela društva čime izdavatelj također može održavati likvidnost u obliku bankovnih računa i instrumenata tržišta novca te ne mora upotrijebiti cjelokupni prihod od izdavanja. Međutim, izdavatelj se može baviti i dodatnim ili drugim poslovnim djelatnostima te odustati od trenutanih i/ili planiranih aktivnosti u budućnosti.</p> <p>Budući da izdavatelj ne može odrediti cijenu po kojoj se izdaju ČELIČNE KOVANICE (vidjeti točku D.a) ovog Sažetka) i budući da se ta cijena s vremenom može značajno mijenjati, izdavatelj ne može pouzdano procijeniti prihod od izdavanja ČELIČNIH KOVANICA količine do 18.000 koje su predmet ovog Prospekta. Teoretski najveći mogući prihodi od izdavanja, tj. ako se svih 18.000 ČELIČNIH KOVANICA koje su predmet ovog Prospekta stavi na najveću cijenu izdavanja od 5.400 EUR po ČELIČNOJ KOVANICI, iznosio bi 97,2 milijuna EUR bruto ili, uzimajući u obzir prethodno navedene ukupne procijenjene troškove, 95,2 milijuna EUR neto. Ulagatelji/nositelji ČELIČNIH KOVANICA ne sudjeluju u prihodu od poslovnih djelatnosti izdavatelja.</p> <p>Ponuda ne podliježe sporazumu o pokroviteljstvu s čvrstom obvezom preuzimanja: Izdavatelj isključivo sam izdaje ČELIČNE KOVANICE putem <i>web</i>-mjest.</p> <p>Marcel Javor, jedan od glavnih direktora izdavatelja (<i>Geschäftsführer</i>), također je glavni direktor jedinog dioničara izdavatelja, društva FRANKSTAHL i (neizravni) jedini krajnji stvarni vlasnik izdavatelja i društva FRANKSTAHL. Stoga može doći do sukoba interesa između izdavatelja, njegovog dioničara - društva FRANKSTAHL i njegovog krajnjeg stvarnog vlasnika.</p>

Annex G

Greek translation / *Ελληνική Μετάφραση*

I. ΠΕΡΙΛΗΠΤΙΚΟ ΣΗΜΕΙΩΜΑ

Ενότητα Α – Εισαγωγή, προειδοποιήσεις	
<p>Το παρόν περιληπτικό σημείωμα θα πρέπει να αναγνωσθεί ως εισαγωγή του παρόντος Ενημερωτικού Δελτίου (όπως ορίζεται παρακάτω).</p> <p>Οποιαδήποτε απόφαση για επένδυση στις κινητές αξίες θα πρέπει να ληφθεί εφόσον ο επενδυτής έχει διαβάσει και κατανοήσει πλήρως το παρόν Ενημερωτικό Δελτίο.</p> <p>Οι επενδυτές μπορούν να χάσουν ολόκληρο ή μέρος του επενδυτικού τους κεφαλαίου.</p> <p>Εάν εγερθεί αξίωση σχετική με τις πληροφορίες που περιέχονται στο παρόν Ενημερωτικό Δελτίο, ενώπιον του δικαστηρίου, ο ενάγων επενδυτής ενδέχεται, βάσει του εθνικού δικαίου, να υποχρεωθεί να φέρει τα έξοδα μετάφρασης του παρόντος Ενημερωτικού Δελτίου, πριν από την έναρξη της νομικής διαδικασίας.</p> <p>Αστική ευθύνη αποδίδεται μόνο στα πρόσωπα εκείνα που υπέβαλαν το περιληπτικό σημείωμα, συμπεριλαμβανομένης οποιασδήποτε μετάφρασής του, μόνο εάν το περιληπτικό σημείωμα είναι παραπλανητικό, ανακριβές, ή ασυνεπές σε συνδυασμό με τα άλλα μέρη του Ενημερωτικού Δελτίου ή δεν παρέχει, σε συνδυασμό με τα άλλα μέρη του Ενημερωτικού Δελτίου, βασικές πληροφορίες ως βοήθεια στους επενδυτές που εξετάζουν το ενδεχόμενο να επενδύσουν σε αυτές τις κινητές αξίες.</p>	
α)	Όνομα και Διεθνής Αριθμός Αναγνώρισης Τίτλων ("ISIN") των χρεογράφων <p>Το παρόν ενημερωτικό δελτίο ("Ενημερωτικό Δελτίο") σχετίζεται με την έκδοση των STEEL-COINS μεταβιβάσιμες κινητές αξίες στον κομιστή υπό την μορφή ERC-20 tokens στο blockchain του "Ethereu" δεν έχουν ημερομηνία λήξης και δεν φέρουν τόκους μπορούν όμως να επιστραφούν ανά πάσα στιγμή μετά από επιλογή του κατόχου τους είτε με τη μορφή υλικού διακανονισμού, έναντι ορισμένης ποσότητας προϊόντων σε χάλυβα (θα μειώνεται με την πάροδο του χρόνου) είτε έναντι διακανονισμού σε μετρητά σε ΕΥΡΩ ("STELCOINS" και κάθε ένα "STEELCOIN"). Το ISIN των STEELCOINS είναι: ATSTEELCOIN5.</p>
β)	Ταυτότητα και στοιχεία επικοινωνίας του εκδότη συμπεριλαμβανομένου του αναγνωριστικού κωδικού του νομικής οντότητας ("LEI") <p>Η FS Steel-Products GmbH ("Εκδότης", LEI: 529900OX94239BUDFN51), είναι εταιρεία περιορισμένης ευθύνης (<i>Gesellschaft mit beschränkter Haftung</i>) που έχει συσταθεί και λειτουργεί νόμιμα σύμφωνα με τους νόμους της Δημοκρατίας της Αυστρίας, με καταστατική έδρα στη Βιέννη, Αυστρίας και εταιρική έδρα στην Praterstraße 15/3/17, 1020 Βιέννη, Αυστρία (τηλέφωνο: +43 50 5030; δικτυακός τόπος: https://www.steelcoin.com). Ο Εκδότης είναι εγγεγραμμένος στο Εμπορικό Μητρώο (<i>Firmenbuch</i>) του Εμποροδικείου της Βιέννης (<i>Handelsgericht Wien</i>) με αριθμό μητρώου FN 579306 x. Λειτουργεί επίσης με την εμπορική ονομασία STEELCOIN.</p>
γ)	Ταυτότητα και στοιχεία επικοινωνίας του προσφέροντος, συμπεριλαμβανομένου του αναγνωριστικού κωδικού νομικής οντότητας LEI εάν ο προσφέρων διαθέτει νομική προσωπικότητα ή του προσώπου που ζητεί την εισαγωγή προς διαπραγμάτευση σε ρυθμιζόμενη αγορά. <p>Δείτε το στοιχείο Α.β) του παρόντος Περιληπτικού Σημειώματος</p>
δ)	Ταυτότητα και στοιχεία επικοινωνίας της αρμόδιας αρχής που εγκρίνει το Ενημερωτικό Δελτίο, και όταν αυτή είναι διαφορετική, της αρμόδιας αρχής που ενέκρινε το έγγραφο αναφοράς ή το γενικό έγγραφο αναφοράς. <p>Η Αρχή Χρηματοοικονομικής Αγοράς της Αυστρίας (<i>Finanzmarktaufsichtsbehörde</i>, η "FMA"), Otto-Wagner-Platz 5, A-1090 Βιέννη (τηλέφωνο: +43 1 249 59-0, δικτυακός τόπος: www.fma.gv.at) ενέκρινε το παρόν Ενημερωτικό Δελτίο ως αρμόδια αρχή της Αυστρίας δυνάμει του Κανονισμού (ΕΕ) 2017/1129 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 14 Ιουνίου 2017, όπως τροποποιήθηκε (ο "Κανονισμός Ενημερωτικών Δελτίων της ΕΕ" και σύμφωνα με τον Νόμο του 2019 της Αυστρίας για τις Κεφαλαιαγορές (<i>Kapitalmarktgesetz 2019</i>)).</p>

ε)	Ημερομηνία έγκρισης του ενημερωτικού δελτίου
	Το παρόν ενημερωτικό δελτίο εγκρίθηκε στις 21 Σεπτεμβρίου 2022.

Ενότητα Β – Βασικές πληροφορίες για τον Εκδότη	
α)	<p>Ποιος είναι ο εκδότης των κινητών αξιών;</p> <p>Έδρα και νομική μορφή, LEI, το νομικό πλαίσιο υπό το οποίο λειτουργεί ο Εκδότης και η χώρα σύστασής του. Δείτε το στοιχείο Α.β) του παρόντος Περιληπτικού Σημειώματος</p> <p>Κύριες δραστηριότητες</p> <p>Οι επιχειρηματικοί στόχοι του εκδότη (<i>Unternehmensgegenstand</i>) όπως δηλώνονται στο Τρίτο (<i>Drittens</i>) άρθρο του καταστατικού (<i>Errichtungserklärung</i>) περιλαμβάνουν (μετάφραση από το πρωτότυπο στα γερμανικά):</p> <ul style="list-style-type: none"> • το εμπόριο μεταλλικών ειδών και οικοδομικών υλικών • όλες τις συναλλαγές και τα απαραίτητα και χρήσιμα μέτρα για την επίτευξη του σκοπού, την ανάπτυξη και την οικονομική απόδοση της εταιρείας. <p>Η εμπορία χάλυβα και η έκδοση καθώς και η εκπλήρωση των υποχρεώσεων του Εκδότη που σχετίζονται με τα STEELCOINS είναι ο πρωταρχικός επιχειρηματικός σκοπός του Εκδότη. Στρατηγικός στόχος του Εκδότη είναι να δημιουργήσει μια νέα πτυχή του παραδοσιακού εμπορίου χάλυβα με την έκδοση των STEELCOINS, στόχος που παρουσιάζει ενδιαφέρον τόσο για την επίτευξη κέρδους όσο και για την αντιστάθμιση των κινδύνων από καταναλωτές χάλυβα. Ως έμπορος χάλυβα, οι επιχειρησιακές δραστηριότητες του Εκδότη μπορεί να συμπεριλαμβάνουν εμπόριο προϊόντων χάλυβα με τρίτους (άλλους χονδρέμπορους, εμπόρους, χαλυβουργεία μεγάλους καταναλωτές χάλυβα). Ο Εκδότης διαθέτει άδεια εμπορίας σε ισχύ (Σύστημα Πληροφοριών Εμπορίου Αυστρίας - Trade Information System Austria [<i>Gewerbeinformationssystem Austria – GISA</i>] αριθμός 34882627). Ο Εκδότης θα μπορούσε (δεν είναι όμως υποχρεωμένος) να αντισταθμίσει αυξήσεις τιμών και μελλοντικούς κινδύνους και να προβεί στις αντίστοιχες συναλλαγές. Ο Εκδότης μπορεί να κατασκευάσει ή να αποκτήσει τις δικές του αποθήκες μελλοντικά, να αποκτήσει και να διαθέτει εταιρείες ή συμφέροντα σε άλλες εταιρείες. Οι επιχειρηματικές δραστηριότητες του Εκδότη δεν περιορίζονται στην Ευρωπαϊκή αγορά αλλά μπορούν να συμπεριλαμβάνουν εμπορικούς και επιχειρηματικούς εταίρους ανά τον κόσμο. Οι εξελίξεις και οι τιμές της αγοράς έχουν σημαντική επιρροή στον τρόπο με τον οποίο ο Εκδότης ασκεί τις δραστηριότητές του. Επιπλέον, η εξέλιξη του STEELCOIN και ο αριθμός των STEELCOINS που εκδόθηκαν καθώς και η συμπεριφορά των Επενδυτών όταν επιστρέφονται τα STEELCOINS, επίσης επηρεάζουν τις επιχειρηματικές αποφάσεις του Εκδότη. Ως επιχειρησιακός φορέας, ο Εκδότης δεν δεσμεύεται με μια συγκεκριμένη στρατηγική. Ειδικότερα, ο Εκδότης δεν υποχρεούται να διατηρεί δικά του αποθέματα προϊόντων χάλυβα (ή άλλα) ή να εφαρμόζει συγκεκριμένη στρατηγική επένδυσης ή αντιστάθμισης κινδύνων, είναι όμως ελεύθερος να χρησιμοποιήσει τα έσοδα της έκδοσης κατά τη δική του κρίση και για δικό του λογαριασμό. Μελλοντικά ο Εκδότης μπορεί να αλλάξει τις επιχειρηματικές του δραστηριότητες και μπορεί – κατά τη δική του κρίση και την κρίση του (μοναδικού) μετόχου του – να ασκήσει περισσότερες ή διαφορετικές δραστηριότητες και/ή να εγκαταλείψει τις τρέχουσες και/ή τις προγραμματισμένες επιχειρηματικές του δραστηριότητες.</p> <p>(Άμεσοι και Έμμεσοι) Μέτοχοι</p> <p>Μοναδικός μέτοχος του Εκδότη είναι η FRANKSTAHL Rohr- und Stahlhandels-gesellschaft m.b.H. ("FRANKSTAHL"), εταιρεία περιορισμένης ευθύνης (<i>Gesellschaft mit beschränkter Haftung</i>) που συστάθηκε και λειτουργεί νόμιμα και σύμφωνα με τους νόμους της Δημοκρατίας της Αυστρίας, με καταστατική έδρα στη Βιέννη, Αυστρίας και έδρα στην Esteplatz 6, 1030 Βιέννη, Αυστρία, εγγεγραμμένη στο Εμπορικό Μητρώο (<i>Firmenbuch</i>) του Εμποροδικείου της Βιέννης (<i>Handelsgericht Wien</i>) με αριθμό μητρώου FN 142511 a.</p> <p>Μοναδικός μέτοχος της FRANKSTAHL είναι η Javor Unternehmensbeteiligungsges.m.b.H., εταιρεία περιορισμένης ευθύνης (<i>Gesellschaft mit beschränkter Haftung</i>), η οποία έχει συσταθεί</p>

και λειτουργεί νόμιμα και σύμφωνα με τους νόμους της Δημοκρατίας της Αυστρίας, με καταστατική έδρα στη Βιέννη της Αυστρίας και έδρα στην Esterplatz 6, 1030 Βιέννη, Αυστρία, εγγεγραμμένη στο Εμπορικό Μητρώο (*Firmenbuch*) του Εμποροδικείου της Βιέννης (*Handelsgericht Wien*) με αριθμό μητρώου FN 200305 t.

Η Javor Unternehmensbeteiligungsges.m.b.H. ανήκει αποκλειστικά στον κ. Marcel Javor, γεννηθέντα την 17η Οκτωβρίου 1974, ο οποίος συνεπώς και επομένως είναι ο μοναδικός και απόλυτος δικαιούχος του Εκδότη.

Διοίκηση

Η διοίκηση του Εκδότη (*Geschäftsführung*) επί του παρόντος αποτελείται από τους ακόλουθους διευθύνοντες συμβούλους (*Geschäftsführer*):

- Marcel Javor, γεννηθείς την 17η Οκτωβρίου 1974 και
- Ronald Nagy, γεννηθείς την 7η Δεκεμβρίου 1973.

Ταυτότητα ορκωτών ελεγκτών

Ο Εκδότης διόρισε την BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft με καταστατική έδρα στη Βιέννη, Αυστρία και εταιρική έδρα στην Am Belvedere 4, 1100 Βιέννη, Αυστρία, εγγεγραμμένη στο Εμπορικό Μητρώο του Εμποροδικείου της Βιέννης με αριθμό μητρώου FN 96046 w ("**BDO**"), ως ορκωτό ελεγκτή για τον (i) ισολογισμό έναρξης χρήσης (*Eröffnungsbilanz*) του Εκδότη, από τις 31 Μαρτίου 2022 ("**Ισολογισμός Έναρξης Χρήσης**") και των (ii) μη ενοποιημένων ενδιάμεσων οικονομικών καταστάσεων ("**Οικονομικές Καταστάσεις**") από και για την περίοδο με έναρξη 1 Απριλίου 2022 και λήξη 15 Αυγούστου 2022 και οι δύο συντάχθηκαν σύμφωνα με τις γενικά αποδεκτές λογιστικές αρχές στην Αυστρία ("**GAAP**"). Η BDO εξέδωσε ελεγκτική έκθεση χωρίς παρατηρήσεις ή επιφυλάξεις με ημερομηνία 26 Αυγούστου 2022 σχετική με τον Ισολογισμό Έναρξης Χρήσης και μια ελεγκτική έκθεση χωρίς παρατηρήσεις ή επιφυλάξεις στη γερμανική γλώσσα με ημερομηνία 26 Αυγούστου σχετική με τις Οικονομικές Καταστάσεις.

Η BDO είναι μέλος του Ινστιτούτου Ορκωτών Ελεγκτών της Αυστρίας (*Institut der Wirtschaftsprüfer*) και του Αυστριακού Επιμελητηρίου Φοροτεχνικών Συμβούλων και Ελεγκτών (*Kammer der Steuerberater und Wirtschaftsprüfer*).

β) Ποιες είναι οι βασικές χρηματοοικονομικές πληροφορίες σχετικά με τον εκδότη;

Οι πληροφορίες στους παρακάτω πίνακες έχουν εξαχθεί και αποτελούν μόνο μια περίληψη του Ισολογισμού Έναρξης Χρήσης και των Οικονομικών Καταστάσεων για τις ημερομηνίες/ περιόδους στις οποίες αναφέρονται. Οι πληροφορίες στους παρακάτω πίνακες πρέπει να αναγνωστούν σε συνδυασμό με τις πληροφορίες που περιέχονται στο σύνολο του Ενημερωτικού Δελτίου και συγκεκριμένα με τις πληροφορίες που περιέχονται στον Ισολογισμό Έναρξης Χρήσης και στις Οικονομικές Καταστάσεις που περιλαμβάνονται στην Ενότητα VII (*Annexes*) του παρόντος Ενημερωτικού Δελτίου.

Λογαριασμός Κερδών και Ζημιών (ελεγμένος)	1 Απριλίου 2022 – 15 Αυγούστου 2022	
	(σε €)	
Λοιπές λειτουργικές δαπάνες		- 11.617,16
Αποτελέσματα χρήσης		- 11.617,16
Κέρδη προ φόρων		- 11.617,16
Κέρδη μετά φόρων		- 11.617,16
Καθαρό ποσό ζημιών του έτους		- 11.617,16
Συσσωρευμένες ζημιές		- 11.617,16

Ισολογισμός (ελεγμένος)	15 Αυγούστου 2022	31 Μαρτίου 2022
	(σε €)	
Ενεργητικό		
<i>Κυκλοφορούν ενεργητικό</i>	1.790.182,84	100.000,00
Απαιτήσεις και άλλα στοιχεία	1.359,50	0

Ρευστά με πιστωτικά ιδρύματα	1.788.823,34	100.000,00
Σύνολο Ισολογισμού	1.790.182,84	100.000,00
Παθητικό και υποχρεώσεις		
<i>Παθητικό</i>	1.788.382,84	100.000,00
Μετοχικό κεφάλαιο	100.000,00	100,000.00
Αποθεματικά κεφαλαίου	1.700.000,00	0
Συσσωρευμένες ζημιές	- 11.617,16	0
Αποθεματικά	1.800,00	0
Άλλα αποθεματικά	1.800,00	0
Σύνολο Ισολογισμού	1.790.182,84	100.000,00

γ) Ποιοι είναι οι βασικοί κίνδυνοι που αφορούν συγκεκριμένα τον εκδότη

Ο Εκδότης εξαρτάται σε μεγάλο βαθμό από την FRANKSTAHL

Ο Εκδότης δεν έχει δικό του προσωπικό και ενδεχομένως να μην είναι σε θέση να αποκτήσει εξειδικευμένο προσωπικό και την τεχνογνωσία που απαιτείται για τις δραστηριότητές του

Ο Εκδότης ενδέχεται να μην είναι σε θέση να αποκτήσει τα προϊόντα χάλυβα που απαιτούνται για την εκπλήρωση των υποχρεώσεών του βάσει των STEELCOINS και/ή να αντισταθμίσει τους κινδύνους των υλικών υποχρεώσεων (κίνδυνος διαθεσιμότητας) και/ή με εμπορικά λογικούς όρους (κίνδυνος αστάθειας των τιμών)

Ο Εκδότης ενδέχεται να μην είναι σε θέση να μπορεί να παραδώσει τα χαλυβουργικά προϊόντα, στο πλαίσιο της Επιλογής Χαλυβουργικών Προϊόντων (Steel Goods Option), είτε λόγω μη διαθεσιμότητας των προϊόντων είτε λόγω αδυναμίας του Εκδότη να παραδώσει εγκαίρως τα προϊόντα ή καθόλου

Η δυνατότητα του Εκδότη για πληρωμή σε μετρητά υπό το πλαίσιο της Επιλογής Μετρητών (Cash Option) δεν είναι εξασφαλισμένη

Ενότητα Γ – Βασικές πληροφορίες για τις κινητές αξίες

α) Ποια είναι τα κύρια χαρακτηριστικά των κινητών αξιών;

Τύπος, κατηγορία και ISIN των STEELCOINS

Τα STEELCOINS είναι μεταβιβάσιμες κινητές αξίες στον κομιστή με ISIN ATSTEELCOIN5 και έχουν εκδοθεί υπό τη μορφή ERC-20 tokens στην αλυσίδα μπλοκ ("**Blockchain**") του "Ethereum". Δεν υπάρχουν διαφορετικές κατηγορίες STEELCOINS.

Νόμισμα, ονομαστική αξία, αξία στο άρτιο, συνοπτική περιγραφή των κινητών αξιών που εκδόθηκαν και τη διάρκεια των κινητών αξιών.

Τα STEELCOINS δεν έχουν συγκεκριμένο νόμισμα. Ωστόσο η έκδοση των STEELCOINS γίνεται έναντι της πληρωμής τους σε ευρώ.

Η ελάχιστη ονομαστική αξία (=μικρότερη μεταβιβάσιμη μονάδα) ενός STEELCOIN είναι 0,000000000000000001 STEELCOIN. Η μικρότερη ωστόσο μονάδα ενός STEELCOIN για την οποία μπορεί να κάνει εγγραφή ο Εκδότης είναι 0,0001 STEELCOIN. Για την επιστροφή των STEELCOINS στον Εκδότη απαιτείται τουλάχιστον 0,01 STEELCOIN για την Επιλογή Μετρητών (Cash Option) (όπως ορίζεται στην παρακάτω ενότητα «*Δικαιώματα που συνδέονται με τα STEELCOINS*») ή ένα (1) STEELCOIN για την Επιλογή Χαλυβουργικών Προϊόντων (Steel Good Option) (όπως ορίζεται στην παρακάτω Ενότητα «*Δικαιώματα που συνδέονται με τα STEELCOINS*»)

Τα STEELCOINS δεν έχουν αξία στο άρτιο.

Σύμφωνα με το παρόν Ενημερωτικό Δελτίο πρόκειται να εκδοθούν μέχρι 18.000 STEELCOINS. Περισσότερα STEELCOINS ίσως εκδοθούν στο μέλλον.

Τα STEELCOINS δεν έχουν συγκεκριμένη διάρκεια / λήξη. Ωστόσο, ξεκινώντας από τις 2 Ιανουαρίου 2023 η Ποσότητα Χάλυβα (όπως ορίζεται στην παρακάτω Ενότητα «*Δικαιώματα που*

συνδέονται με τα STEELCOINS») μειώνεται κατά 3% κάθε έτος (υπολογίζεται σε ημερήσια βάση συγκριτικά με την προηγούμενη ημέρα, δηλαδή έχει προοδευτική μείωση). Έτσι για παράδειγμα, στις 31 Δεκεμβρίου 2022 η ποσότητα Χάλυβα είναι περίπου στα 395,69κ (συγκριτικά με τα 1.814,39κ που ήταν μέχρι και την 1 Ιανουαρίου 2023). Στο πλαίσιο της Επιλογής Χαλυβουργικών Προϊόντων (Steel Good Option) αυτό σημαίνει μείωση του βάρους των προϊόντων χάλυβα που μπορούν να αποκτηθούν ανά STEELCOIN (ή την αύξηση του αριθμού των STEELCOINS που απαιτούνται για την απόκτηση ορισμένης ποσότητας χαλυβουργικών προϊόντων. Στο πλαίσιο της Επιλογής Μετρητών (Cash Option) αυτό αποτελεί παράγοντα μείωσης του ποσού πληρωμής.

Δικαιώματα που συνδέονται με τα STEELCOINS

Τα STEELCOINS μπορούν να επιστραφούν στον Εκδότη ανά πάσα στιγμή κατόπιν επιλογής του κατόχου είτε έναντι μιας ορισμένης ποσότητας συγκεκριμένων χαλυβουργικών προϊόντων σε κιλά ("**Επιλογή Χαλυβουργικών Προϊόντων**" ("**Steel Goods Option**")) είτε έναντι διακανονισμού μετρητών σε ευρώ ("**Επιλογή Μετρητών**" ("**Cash Option**")).

Τόσο η Επιλογή Χαλυβουργικών Προϊόντων όσο και η Επιλογή Μετρητών συνδέονται με ένα ορισμένο βάρος χαλυβουργικών προϊόντων, το οποίο με την πάροδο του χρόνου μειώνεται ως εξής: (κάθε τέτοια ποσότητα "**Ποσότητα Χάλυβα**"): Μέχρι (και συμπεριλαμβανομένης) την 1 Ιανουαρίου 2023, η Ποσότητα είναι 1.814,39 κιλά προϊόντων χάλυβα ανά STEELCOIN, αρχής γενομένης από την 2 Ιανουαρίου 2023, η Ποσότητα Χάλυβα θα μειώνεται συνεχώς κατά 3% ανά έτος, όπου η μείωση εφαρμόζεται σε καθημερινή βάση και με τη συνέπεια αυτή να ξεκινάει από τις 2 Ιανουαρίου 2023, η Ποσότητα Χάλυβα θα μειώνεται καθημερινά πολλαπλασιάζοντας την Ποσότητα Χάλυβα της προηγούμενης ημέρας κατά $0.97^{(1/365)}$ (αντίστοιχα στα δίσεκτα έτη: η Ποσότητα Χάλυβα μειώνεται πολλαπλασιάζοντας την Ποσότητα Χάλυβα της προηγούμενης ημέρας κατά $0.97^{(1/366)}$).

Με το δικαίωμα Επιλογής Χαλυβουργικών Προϊόντων (Steel Goods Option), μέσα από ορισμένα προϊόντα χάλυβα μπορεί να επιλεγεί ένας συγκεκριμένος αριθμός προϊόντων. Συνεπώς το ποσό σε STEELCOINS που θα πρέπει να επιστραφεί στον Εκδότη, θα πρέπει να αντιστοιχεί στο συνολικό πραγματικό βάρος των συγκεκριμένων επιλεγμένων προϊόντων και στην τιμή που αυτά έχουν την ημέρα άσκησης του δικαιώματος. Στη συνέχεια τα επιλεγμένα προϊόντα χάλυβα θα πρέπει να παραληφθούν από επιλεγμένα σημεία παραλαβής. Με την επιλογή Χαλυβουργικών Προϊόντων (Steel Goods Option) απαιτείται η επιστροφή τουλάχιστον ενός (1) STEELCOIN.

Στην εκκαθάριση μετρητών (σε ευρώ) το ποσό που καταβάλλεται βάσει της Επιλογής Μετρητών (Cash Option) η («Τιμή Πώλησης») υπολογίζεται πολλαπλασιάζοντας την αντίστοιχη Ποσότητα Χάλυβα, την ημέρα άσκησης του δικαιώματος της Επιλογής Μετρητών (Cash Option) βάσει της «Τελικής Αξίας Χάλυβα». Η Τελική Αξία Χάλυβα αποτελεί παράγοντα ο οποίος λαμβάνει υπόψη μεταξύ άλλων και ορισμένες μέσες τιμές με τις οποίες η FRANKSTAHL και/ή ο Εκδότης και/ή άλλοι τοπικοί ή διεθνείς έμποροι χάλυβα, υπέβαλλαν εντολές αγοράς για δημιουργία αποθεμάτων συγκεκριμένων προϊόντων χάλυβα, κατά τη διάρκεια μιας περιόδου 64 ημερολογιακών ημερών, πριν την άσκηση του Δικαιώματος και υπολογίζεται με την εφαρμογή ενός σύνθετου τύπου. Η Τιμή Πώλησης εκφράζεται σε ΕΥΡΩ. Οι Επενδυτές μπορούν να προτείνουν υψηλότερη τιμή πώλησης, προτείνοντάς την μέσω του δικτυακού τόπου, για την οποία όμως πρέπει να είναι διατεθειμένοι να επιστρέψουν τα STEELCOINS. Ωστόσο ο Εκδότης, δεν είναι υποχρεωμένος να δεχτεί τόσο αυξημένη τιμή πώλησης. Με την Επιλογή Μετρητών (Cash Option) τουλάχιστον 0,01 STEELCOIN πρέπει να επιστραφεί.

Τα δικαιώματα που συνδέονται με τα STEELCOINS μπορούν να ασκηθούν μόνο μέσω του δικτυακού τόπου του Εκδότη <https://www.steelcoin.com> ("**Δικτυακός τόπος**").

Χωρίς προτεραιότητα

Τα STEELCOINS είναι άμεσες, μη εξασφαλισμένες υποχρεώσεις του Εκδότη προς τους επενδυτές στην ίδια βάση με όλες τις άλλες μη εξασφαλισμένες υποχρεώσεις του Εκδότη, εφόσον αυτές δεν είναι ρητώς ανώτερες από τις απαιτήσεις των επενδυτών σύμφωνα με τους ισχύοντες νόμους και κανονισμούς και ιδίως τους νόμους περί αφερεγγυότητας.

	<p>Σε περίπτωση αφερεγγυότητας του Εκδότη, οι επενδυτές έχουν μόνο τα δικαιώματα του πιστωτή. Οι επενδυτές δεν έχουν μπορούν να εγείρουν αξίωση διαχωρισμού και οι αξιώσεις τους κατά του Εκδότη δεν έχουν προτεραιότητα και δεν διασφαλίζονται.</p> <p>Μεταβασιμότητα</p> <p>Τα STEELCOINS, σύμφωνα με τους ισχύοντες νόμους και κανονισμούς, είναι γενικά ελεύθερα μεταβιβάσιμα. Κλάσματα των STEELCOINS μπορούν να μεταβιβαστούν, όπου το μικρότερο κλάσμα θα είναι 0,000000000000000001 STEELCOIN. Ωστόσο για κάθε μεταφορά ενός STEELCOIN (ή κλάσματος αυτού) απαιτείται μια μεταφορά στο Blockchain ("Μεταφορά"). Κάθε μεταφορά, ιδίως, της άσκησης του δικαιώματος Επιλογής Χαλυβουργικών Προϊόντων (Steel Goods Option) θα δημιουργήσει "Gas Fees" (Τέλη Συναλλαγών) πληρωτέα από τον επενδυτή στην πλατφόρμα Ether (ETH, το εγγενές συνάλλαγμα του Blockchain's). Επομένως, εάν ο Επενδυτής θέλει να πραγματοποιήσει μια Μεταφορά, θα πρέπει να έχει διαθέσιμο το αντίστοιχο ποσό σε ETH για να πληρώσει τα Gas Fees (τέλη συναλλαγών) που θα προκύψουν από τη Μεταφορά. Ο Εκδότης δεν έχει καμία επιρροή στο πληρωτέο ποσό που προκύπτει από τα Gas Fees (Τέλη Συναλλαγών).</p>
β)	<p>Πού θα πραγματοποιείται η διαπραγμάτευση των κινητών αξιών;</p> <p>Από την ημερομηνία κατάρτισης του Ενημερωτικού Δελτίου ο Εκδότης δεν έχει διάθεση να δημιουργήσει ή να ξεκινήσει μια αγορά όπου τα STEELCOINS θα μπορούν να διαπραγματεύονται από τους επενδυτές, ή θα μπορούν να ζητούν εισαγωγή των STEELCOINS για διαπραγμάτευση σε ρυθμιζόμενη αγορά, σε πολυμερούς μηχανισμούς διαπραγμάτευσης, σε οργανωμένη ή άλλου είδους αγορά που υπόκεινται σε παρόμοιες ρυθμίσεις. Ωστόσο, ο Εκδότης διατηρεί το δικαίωμα να το πράξει στο μέλλον.</p>
γ)	<p>Υπάρχει εγγύηση για τις κινητές αξίες;</p> <p>Δεν υπάρχει εγγύηση που να προσαρτάται στα STEELCOINS.</p>
δ)	<p>Ποιοι είναι οι βασικοί κίνδυνοι που αφορούν ειδικά τις κινητές αξίες;</p> <p>Η Τιμή Πώλησης ενδέχεται να μην αντανakλά την εξέλιξη των τιμών στις αγορές χάλυβα Η Τιμή Πώλησης δεν είναι σταθερή Οι ενδιαφερόμενοι επενδυτές μπορεί να κάνουν λάθος για την τρέχουσα αξία ενός STEELCOIN ή για την περαιτέρω αύξησή του όταν καθορίζεται η Προσφερόμενη Τιμή Εγγραφής Η τιμή εγγραφής μπορεί να είναι σημαντικά υψηλότερη σε σχέση με την Τιμή Πώλησης τη στιγμή της εγγραφής Ο εκδότης ενδεχομένως να μην μπορεί να υπολογίσει την Τελική Αξία του Χάλυβα και επομένως την Τιμή Πώλησης Ένας Επενδυτής μπορεί να χάσει την πρόσβαση στον λογαριασμό του STEELCOINS εξαιτίας της απώλειας (πρόσβασης στο) πορτοφόλι και/ ή στο (private key) στον ιδιωτικό λογαριασμό των κινητών αξιών του Επενδυτή Η απώλεια του private key του Εκδότη επιφέρει ανικανότητα και/ή απώλεια ελέγχου του Εκδότη των λειτουργιών του έξυπνου συμβολαίου (smart contract) στο οποίο βασίζονται τα STEELCOINS Τα STEELCOINS μπορεί να χαθούν από χάκερς Τα STEELCOINS μπορεί να χαθούν εξαιτίας του «τέλους» του Blockchain Τα STEELCOINS μπορεί να χαθούν λόγω ευπάθειας της εφαρμογής λογισμικού, του έξυπνου συμβολαίου (smart contract) και της υποδομής του blockchain (π.χ. το Δίκτυο Ethereum)</p>

Ενότητα Δ – Βασικές πληροφορίες για την προσφορά κινητών αξιών στο κοινό και/ή την εισαγωγή τους προς διαπραγμάτευση σε ρυθμιζόμενη αγορά

α) Υπό ποιες προϋποθέσεις και με ποιο χρονοδιάγραμμα μπορώ να επενδύσω στην εν λόγω κινητή αξία;

Η εγγραφή για STEELCOINS (ή για κλάσματα, ελάχιστο κλάσμα: 0,0001 STEELCOIN) από τους ενδιαφερόμενους επενδυτές μπορεί να ξεκινήσει από την ημερομηνία έκδοσης τους, η οποία αναμένεται να είναι μεταξύ 22 Σεπτεμβρίου 2022 και 30 Σεπτεμβρίου 2022 (σε κάθε περίπτωση συμπεριλαμβανομένης αυτής της ημέρας) και θα δημοσιευθεί από τον Εκδότη στο Δικτυακό τόπο, μέχρι και την ημερομηνία λήξης ισχύος του παρόντος Ενημερωτικού Δελτίου στις 21 Σεπτεμβρίου 2023, το αργότερο. Ο Εκδότης διατηρεί το δικαίωμα να μειώσει ή να τερματίσει την περίοδο προσφοράς ανά πάσα στιγμή κατά την απόλυτη κρίση του (ιδιαίτερως σε περίπτωση πλήρους τοποθέτησης των STEELCOINS). Η διαδικασία εγγραφής γίνεται αποκλειστικά μέσω του Δικτυακού Τόπου.

Η τιμή έκδοσης των STEELCOINS δεν είναι σταθερή. Ο ενδιαφερόμενος επενδυτής απαιτείται να κάνει μια προσφορά ("**Προσφορά του Επενδυτή**") για να εγγραφεί για την αγορά (ενός κλάσματος) ενός ή περισσότερων STEELCOINS ("**Προσφερόμενα STEELCOINS**") στην τιμή σε ευρώ ανά STEELCOIN που ορίζεται από τον ενδιαφερόμενο επενδυτή ("**Προσφερόμενη Τιμή Εγγραφής**"), η οποία δεν πρέπει να υπερβαίνει τα 5.400 ΕΥΡΩ ανά STEELCOIN (μέγιστη τιμή έκδοσης ανά STEELCOIN). Η Προσφερόμενη Τιμή Εγγραφής πολλαπλασιαζόμενη με τα Προσφερόμενα STEELCOINS πρέπει να είναι τουλάχιστον 50 ΕΥΡΩ (ελάχιστο ποσό επένδυσης ανά προσφορά εγγραφής) και το ελάχιστο κλάσμα εγγραφής είναι 0,0001 STEELCOIN.

Ο Εκδότης, έχει τη διακριτική ευχέρεια να αποδεχτεί την προσφορά του Επενδυτή, στο σύνολό της ή εν μέρει (π.χ. μειωμένο αριθμό STEELCOINS ή κλασμάτων αυτών, όχι όμως για διαφορετική τιμή από την Προσφερόμενη Τιμή Εγγραφής) ή μπορεί να την απορρίψει αμέσως.

Εάν η Προσφορά του Επενδυτή γίνει αποδεκτή (στο σύνολό της ή εν μέρει) από τον Εκδότη ("**Προσφορά Εγγραφής**") ο ενδιαφερόμενος επενδυτής εγγράφεται για τον αριθμό των STEELCOINS (ή των κλασμάτων αυτών) που είναι αποδεκτός από τον Εκδότη ("**Αποδεκτά STEELCOINS**") και πρέπει να πληρώσει άμεσα το ποσό που προκύπτει από τον πολλαπλασιασμό των Αποδεκτών STEELCOINS με την Προσφερόμενη Τιμή Εγγραφής ("**Ποσό Εγγραφής**") χρησιμοποιώντας έναν από τους προσφερόμενους τρόπους πληρωμής. Με την επιφύλαξη ορισμένων εξαιρέσεων, όλες οι πληρωμές που γίνονται προς τον Εκδότη πρέπει να προέρχονται από λογαριασμούς εντός της Ευρωπαϊκής Ένωσης και/ ή του Ευρωπαϊκού Κοινωνικού Χώρου.

Μετά την ολοκλήρωση της πληρωμής του Ποσού Εγγραφής, θα ζητηθεί από τον ενδιαφερόμενο επενδυτή να παράσχει τη δημόσια διεύθυνση στο Blockchain στην οποία τα Αποδεκτά STEELCOINS θα μεταφερθούν ("**Διεύθυνση Παράδοσης**") και μπορεί να δώσει εντολή στον Εκδότη να εκδώσει τα Αποδεκτά STEELCOINS. Εντός 24 ωρών από την ενημέρωση της Διεύθυνσης Παράδοσης στον Εκδότη, ο Εκδότης εκδίδει τα Εισπράξιμα STEELCOINS κόβοντάς τα στην Blockchain και στη συνέχεια τα μεταφέρει στη Διεύθυνση Παράδοσης ("**Έκδοση Αποδεκτών STEELCOINS**"). Τα τέλη Έκδοσης (Gas Fees) των Εισπράξιμων STEELCOINS που καταβάλλονται στο εγγενές νόμισμα Ether βαραίνουν τον Εκδότη.

Η έκδοση των Εισπράξιμων STEELCOINS στον ενδιαφερόμενο επενδυτή υπόκειται στην συνολική πληρωμή του Ποσού Εγγραφής. Εάν η πληρωμή του συνολικού Ποσού Εγγραφής δεν πραγματοποιηθεί εντός του χρόνου που υποδεικνύεται για αυτή την πληρωμή στο Διαδίκτυο, τότε η ισχύουσα Προσφορά Εγγραφής ακυρώνεται. Στην περίπτωση που μια πληρωμή του ποσού Εγγραφής ανακληθεί ή ακυρωθεί για οποιοδήποτε λόγο, ο επενδυτής θα πρέπει να επιστρέψει το Αποδεκτά STEELCOINS στον Εκδότη και ο Εκδότης θα πρέπει να κάψει τα αντίστοιχα Αποδεκτά STEELCOINS μέσα σε επτά (7) ημέρες από την παραλαβή.

Ο εκδότης εκτιμά ότι το συνολικό κόστος για την έκδοση ανέρχεται σε 2.000.000 Ευρώ.

Οι Επενδυτές ενδέχεται να χρειαστεί να πληρώσουν τα συνήθη τέλη συναλλαγής όταν πληρώνουν το Ποσό Εγγραφής στον Εκδότη.

Από την ημερομηνία του παρόντος Ενημερωτικού Δελτίου, ο Εκδότης δεν έχει συνάψει συμβάσεις διανομής είναι όμως ελεύθερος να συνάψει στο μέλλον.

β)	<p>Ποιος είναι ο προσφέρων και/ ή το πρόσωπο που ζητεί την εισαγωγή προς διαπραγμάτευση;</p> <p>Ο Εκδότης είναι ο προσφέρων των STEELCOINS. Τα STEELCOINS δεν έχουν εισαχθεί προς διαπραγμάτευση σε ρυθμιζόμενη αγορά. Ανατρέξτε στο στοιχείο Γ.β) του παρόντος Περιληπτικού Σημειώματος</p>
γ)	<p>Γιατί καταρτίζεται το παρόν ενημερωτικό δελτίο;</p> <p>Σκοπός του Εκδότη είναι η δημόσια προσφορά, σύμφωνα με το Άρθρο 2 εδάφιο δ) του Κανονισμού Ενημερωτικού Δελτίου ΕΕ ("Προσφορά") των STEELCOINS, τα οποία είναι κινητές αξίες σύμφωνα με την έννοια του Άρθρου 2 εδάφιο α) του Κανονισμού Ενημερωτικού Δελτίου ΕΕ. Η συνολική εξέταση της Προσφοράς πιθανόν να υπερβαίνει τα όρια όπως αυτά ορίζονται από το Άρθρο 1 παράγραφος 3 Κανονισμού Ενημερωτικού Δελτίου ΕΕ και ενότητα 12 του Νόμου περί Κεφαλαιαγορών της Αυστρίας του 2019 (<i>Kapitalmarktgesetz 2019</i>). Δεν ισχύει κάποια εξαίρεση σύμφωνα με το Άρθρο 1 παράγραφος 4 Κανονισμού Ενημερωτικού Δελτίου ΕΕ. Έτσι, ο Εκδότης θα κάνει την Προσφορά μόνο μετά τη δημοσίευση του παρόντος Ενημερωτικού Δελτίου.</p> <p>Τα καθαρά έσοδα που θα συγκεντρωθούν από την Προσφορά θα χρησιμοποιηθούν για τις τρέχουσες επιχειρηματικές δραστηριότητες του Εκδότη, με στόχο τη δημιουργία ιδίων κερδών από την εμπορία χάλυβα ή άλλων δραστηριοτήτων που άπτονται στην κρίση του Εκδότη. Οι επενδυτές δεν έχουν συμμετοχή στα κέρδη αυτά καθώς τα STEELCOINS είναι άμεσες, μη εξασφαλισμένες, μη εξαρτώμενες υποχρεώσεις του Εκδότη. Οι επιχειρησιακές δραστηριότητες του Εκδότη μπορεί να περιλαμβάνουν εμπόριο προϊόντων χάλυβα με τρίτα μέλη (άλλους χονδρέμπορους, εμπόρους, χαλυβουργεία, μεγάλους καταναλωτές χάλυβα) και/ή την απόκτηση αποθεμάτων χάλυβα και/ή εταιρικές συμμετοχές σύμφωνα με τις οποίες ο Εκδότης θα μπορεί να έχει ρευστότητα μέσω των τραπεζικών λογαριασμών και της χρηματαγοράς χωρίς να χρειάζεται να χρησιμοποιήσει το συνολικό ποσό της έκδοσης. Ο Εκδότης μπορεί επίσης να ασκήσει πρόσθετες ή διαφορετικές επιχειρηματικές δραστηριότητες καθώς και να εγκαταλείψει τις τρέχουσες και/ή προγραμματισμένες δραστηριότητες στο μέλλον.</p> <p>Δεδομένου ότι ο Εκδότης δεν μπορεί να προσδιορίσει την τιμή έκδοσης των STEELCOINS (ανατρέξτε στο στοιχείο Δ.α) του παρόντος Περιληπτικού Σημειώματος) και η τιμή αυτή μπορεί να διαφοροποιηθεί σημαντικά με την πάροδο του χρόνου, ο Εκδότης δεν είναι σε θέση να εκτιμήσει με αξιοπιστία τα έσοδα από την έκδοση μέχρι και των 18.000 STEELCOINS, που είναι και το θέμα του παρόντος Ενημερωτικού Δελτίου. Θεωρητικά το μέγιστο δυνατό κέρδος από την έκδοση τους αν για παράδειγμα και τα 18.000 STEELCOINS του παρόντος Ενημερωτικού Δελτίου φέρουν την υψηλότερη αξία των 5.400 ΕΥΡΩ έκαστο, θα συγκεντρωθεί το ποσό των 97,2 εκατ. ΕΥΡΩ μεικτά ή, λαμβάνοντάς υπόψιν τα εκτιμώμενα συνολικά κόστη που αναφέρθηκαν παραπάνω τα 95,2 εκατ. ΕΥΡΩ καθαρά. Οι επενδυτές/ κάτοχοι των STEELCOINS δεν συμμετέχουν στα έσοδα από τις επιχειρησιακές δραστηριότητες του Εκδότη.</p> <p>Η Προσφορά δεν υπόκειται σε συμφωνία αναδοχής βάσει σταθερής δέσμευσης: Ο Εκδότης θα διαθέσει τα STEELCOINS αποκλειστικά μόνος του μέσω του Δικτυακού Τόπου.</p> <p>Ο Marcel Javor, ένας από τους διευθύνοντες συμβούλους του Εκδότη (<i>Geschäftsführer</i>), είναι επίσης διευθύνων σύμβουλος του μοναδικού μετόχου του Εκδότη FRANKSTAHL και (εμμέσως) μοναδικός, τελικός και πραγματικός δικαιούχος του Εκδότη και της FRANKSTAHL. Έτσι, ενδέχεται να προκύψει σύγκρουση συμφερόντων μεταξύ του Εκδότη, της μετόχου FRANKSTAHL και του μοναδικού πραγματικού δικαιούχου.</p>

Annex H

Danish translation / *Dansk Oversættelse*

I. RESUMÉ

Section A – Introduction, containing warnings	
<p><i>Dette resumé bør læses som en indledning til dette prospekt (som defineret herunder).</i></p> <p><i>Enhver beslutning om at investere i værdipapirerne bør være baseret på investors hensyntagen til dette prospekt som et hele.</i></p> <p><i>Investorer i værdipapirerne kan miste hele eller dele af den investerede kapital.</i></p> <p><i>Hvis der indbringes et krav i relation til de oplysninger, der er indeholdt i dette prospekt, for en domstol, kan den sagsøgende investor i henhold til national lovgivning blive pålagt at betale omkostningerne til oversættelse af dette prospekt, inden retssagen indledes.</i></p> <p><i>Civilretligt ansvar påhviler udelukkende de personer, der har fremlagt dette resumé, herunder enhver oversættelse heraf, men kun hvor dette resumé er vildledende, upræcist eller inkonsistent, når det sammenholdes med de andre dele af dette prospekt, eller hvor det ikke, når det sammenholdes med de andre dele af dette prospekt, leverer nøgleoplysninger til hjælp for investorer, der overvejer at investere i værdipapirerne.</i></p>	
a)	Navn og fondskode ("ISIN") på værdipapirerne
	Dette prospekt (" prospekt ") vedrører udstedelse af STEELCOINS, som er omsættelige ihænde-haverværdipapirer i form af ERC-20-tokens på blockchainen "Ethereum", som ikke har nogen løbetid og ikke forrentes, men som til enhver tid kan returneres enten, efter ihænde-havers valg, imod fysisk afregning i form af en vis mængde stålvarer (aftagende over tid) eller mod kontantafregning i EUR (" STEELCOINS " og hver for sig en " STEELCOIN "). ISIN for STEELCOINS er: ATSTEELCOIN5.
b)	Identitet og kontaktoplysninger for udsteder, herunder dennes identifikationskode for juridiske enheder (LEI-kode)
	FS Steel-Products GmbH (" Udsteder "; LEI: 5299000X94239BUDFN51) er et kapitalselskab (<i>Gesellschaft mit beschränkter Haftung</i>) registreret som aktieselskab og lovligt eksisterende i henhold til lovgivningen i Republikken Østrig med vedtægtsmæssigt hjemsted i Wien, Østrig og hovedkontor på Praterstraße 15/3/17, 1020 Wien, Østrig (telefon: +43 50 5030; website: https://www.steel-coin.com). Udsteder er registreret i handelsregistret (<i>Firmenbuch</i>) i handelsretten i Wien (<i>Handelsgericht Wien</i>) under registreringsnummer FN 579306 x. Udsteder opererer også under handelsnavnet STEELCOIN.
c)	Identitet og kontaktoplysninger på tilbudsgiver, herunder dennes LEI, hvis tilbudsgiver er en juridisk person, eller på den person, der anmoder om optagelse til handel på et reguleret marked
	Se punkt A.b) i dette resumé.
d)	Identitet og kontaktoplysninger for den kompetente myndighed, der godkender prospektet, og, hvis denne er forskellig herfra, den kompetente myndighed, der godkendte registreringsdokumentet eller det universelle registreringsdokument
	Det østrigske finanstilsyn (<i>Finanzmarktaufsichtsbehörde</i> , kaldet " FMA "), Otto-Wagner-Platz 5, A-1090 Wien (telefon: +43 1 249 59-0; website: www.fma.gv.at) har godkendt dette prospekt i sin kapacitet af kompetent myndighed for Østrig i henhold til Europa-Parlamentets og Rådets forordning (EU) 2017/1129 af 14. juni 2017, som ændret (" EU's prospektforordning ") og i medfør af den østrigske kapitalmarkedslov af 2019 (<i>Kapitalmarktgesetz 2019</i>).
e)	Dato for godkendelse af prospektet
	Dette prospekt er godkendt d. 21. september 2022.

Afsnit B – Nøgleoplysninger om udsteder

a) Hvem er udstederen af værdipapirerne?

Domicil og retlige form, LEI, de regler, som udsteder er underlagt, samt indregistreringsland

Se punkt A.b) i dette resumé.

Hovedvirksomhed

Udsteders forretningsmæssige mål (*Unternehmensgegenstand*) som anført under 'for det tredje' (*Drittens*) i dennes selskabsvedtægter (*Errichtungserklärung*) omfatter (oversat fra den tyske originaltekst):

- handel med metalvarer og byggematerialer;
- alle transaktioner og tiltag, der er nødvendige og nyttige i forhold til opnåelse af virksomhedens mål og i forhold til virksomhedens udvikling og økonomiske effektivitet.

Handel med stål og udstedelsen samt opfyldelsen af udsteders forpligtelser i forbindelse med STEELCOINS er udsteders primære forretningsmæssige formål. Udsteders strategiske mål er at etablere en ny variant af klassisk handel med stål med udstedelsen af STEELCOINS, som er af interesse både i forhold til spekulation og i forhold til at opnå sikringsmæssige virkninger for stål kunder. Som stålforhandler kan udsteders driftsmæssige aktiviteter omfatte handel med stålprodukter med tredjeparter (andre grossister, handlende, stålvalseværker, storforbrugere af stål). Udsteder er i besiddelse af en relevant handelslicens (Østrigs handelsinformationssystem [*Gewerbeinformationssystem Austria – GISA*] nummer 34882627). Udsteder kan (men er ikke forpligtet til) også sikre sig mod prisstigninger og fremtidige risici og tage del i modsvarende transaktioner. Udsteder kan bygge eller opkøbe sine egne lagerbygninger i fremtiden og kan også købe og sælge virksomheder eller interesser i virksomheder. Udsteders forretningsaktiviteter er ikke begrænset til det europæiske marked, men kan også omfatte handel og forretningspartnere over hele verden. Markedsudviklinger og markedspriser vil have en signifikant effekt på den måde, udsteder driver sin virksomhed på. Derudover vil udviklingen af STEELCOINS og antallet af udstedte STEELCOINS samt investorernes adfærd, når STEELCOINS returneres, også påvirke udsteders forretningsbeslutninger. Som operativ enhed er udsteder ikke dedikeret til en specifik strategi. Udsteder er navnlig ikke forpligtet til at opretholde sit eget lager af stålprodukter (eller andre produkter) eller til at anvende en specifik investerings- eller sikringsstrategi, men kan frit anvende overskuddet fra udstedelsen efter eget skøn og for egen regning. I fremtiden kan udsteder ændre sine forretningsaktiviteter og kan – efter eget skøn og efter sin (ene-)ejers skøn – gennemføre yderligere eller andre aktiviteter og/eller opgive de nuværende og/eller planlagte forretningsaktiviteter.

(Direkte og indirekte) ejere

Eneejer af udsteder er FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), et kapitalselskab (*Gesellschaft mit beschränkter Haftung*) registreret som aktieselskab og lovligt eksisterende i henhold til lovgivningen i Republikken Østrig med vedtægtsmæssigt hjemsted i Wien, Østrig og hovedkontor på Esteplatz 6, 1030 Wien, Østrig, registreret i det kommercielle register (*Firmenbuch*) i handelsretten i Wien (*Handelsgericht Wien*) under registreringsnummer FN 142511 a.

Eneejer af FRANKSTAHL er Javor Unternehmensbeteiligungsges.m.b.H., et kapitalselskab (*Gesellschaft mit beschränkter Haftung*) registreret som aktieselskab og lovligt eksisterende i henhold til lovgivningen i Republikken Østrig med vedtægtsmæssigt hjemsted i Wien, Østrig og hovedkontor på Esteplatz 6, 1030 Wien, Østrig, registreret i det kommercielle register (*Firmenbuch*) i handelsretten i Wien (*Handelsgericht Wien*) under registreringsnummer FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. er 100 % ejet af Marcel Javor, født d. 17. oktober 1974, som dermed er den reelle ejer af udsteder.

Ledelse

Udsteders ledelse (*Geschäftsführung*) består i øjeblikket af følgende virksomhedsledere (*Geschäftsführer*):

- Marcel Javor, født d. 17. oktober 1974; og
- Ronald Nagy, født d. 7. december 1973.

De lovpligtige revisorers identitet

Udsteder har udpeget BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft med vedtægtsmæssigt hjemsted i Wien, Østrig og hovedkontor på Am Belvedere 4, 1100 Wien, Østrig, registreret i handelsregistret i handelsretten i Wien under registreringsnummer FN 96046 w ("**BDO**") som revisor for udsteders (i) åbningsbalance (*Eröffnungsbilanz*) pr. 31. marts 2022 ("**åbningsbalance**") og (ii) de ukonsoliderede delårsregnskabsopgørelser ("**regnskabsopgørelser**") pr. og for den periode, der indledes med d. 1. april 2022 og slutter d. 15. august 2022, begge udarbejdet under overholdelse af Østrigs almindeligt anerkendte regnskabsprincipper ("**GAAP**"). BDO har udstedt en revisionserklæring uden forbehold dateret d. 26. august 2022 på åbningsbalancen og en revisionserklæring uden forbehold dateret d. 26. august 2022 på regnskabsopgørelserne.

BDO er medlem af både instituttet for offentlige revisorer i Østrig (*Institut der Wirtschaftsprüfer*) og det østrigske kammer af skatterådgivere samt statsautoriserede revisorer (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Hvad er de vigtigste regnskabsoplysninger om udsteder?

Oplysningerne i tabellerne herunder er taget fra og er kun et resumé af åbningsbalancen og regnskabsopgørelserne for de anførte datoer/perioder. Oplysningerne i tabellerne herunder skal sammenholdes med de oplysninger, der er indholdt i det samlede prospekt, navnlig oplysningerne i åbningsbalancen og regnskabsopgørelserne i del VII (*Annexes*) i dette prospekt.

Resultatopgørelse (revideret)	1. april 2022 - 15. august 2022	
	(i €)	
Øvrige driftsomkostninger		- 11.617,16
Driftsresultat		- 11.617,16
Resultat før skat		- 11.617,16
Resultat efter skat		- 11.617,16
Nettotab for året		- 11.617,16
Akkumulerede tab		- 11.617,16

Balance (revideret)	15. august 2022	31. marts 2022
	(i €)	
Aktiver		
<i>Omsætningsaktiver</i>	1.790.182,84	100.000,00
Tilgodehavender og andre aktiver	1.359,50	0
Saldi hos kreditinstitutter	1.788.823,34	100.000,00
Balance total	1.790.182,84	100.000,00
Egenkapital- og forpligtelselementer		
<i>Egenkapital</i>	1.788.382,84	100.000,00
Aktiekapital	100.000,00	100.000,00
Kapitalreserver	1.700.000,00	0
Akkumulerede tab	- 11.617,16	0
<i>Provisioner</i>	1.800,00	0
Øvrige provisioner	1.800,00	0
Balance total	1.790.182,84	100.000,00

c)	Hvad er de vigtigste risici, der er specifikke for udstederen?
	<p>Udsteder er stærkt afhængig af FRANKSTAHL</p> <p>Udsteder har ikke sine egne medarbejdere og vil muligvis ikke kunne opbygge sin egen medarbejderstab, navnlig nøglepersonale, eller den nødvendige knowhow til sine aktiviteter</p> <p>Udsteder vil muligvis ikke være i stand til at opkøbe de stålprodukter, der skal til for at opfylde sine forpligtelser i henhold til STEELCOINS og/eller sin fysiske sikring overhovedet (risiko for tilgængelighed) og/eller på kommercielt rimelige vilkår (risiko for prisudsving)</p> <p>Udsteder vil muligvis ikke være i stand til at levere stålvarerne i henhold til stålvareroptionen som følge af manglende tilgængelighed af stålvarer eller udsteders manglende levering af stålvarer til tiden eller i det hele taget</p> <p>Udsteders evne til at betale kontantafregningen i henhold til kontantoptionen er ikke sikret</p>

Afsnit C – Nøgleoplysninger om værdipapirerne	
a)	Hvad er værdipapirernes vigtigste karakteristika?
	<p>Type, klasse og ISIN for STEELCOINS</p> <p>STEELCOINS er omsættelige ihændeleværdipapirer med ISIN ATSTEELCOIN5, som udstedes i form af ERC-20-tokens på blockchainen "Ethereum" ("Blockchain"). Der findes ikke forskellige klasser af STEELCOINS.</p> <p>Valuta, pålydende værdi, antal udstedte værdipapirer samt værdipapirernes vilkår</p> <p>STEELCOINS er ikke tilknyttet en specifik valuta. Men udstedelsen af STEELCOINS påvirkes af betaling i euro.</p> <p>Den mindste pålydende værdi (= mindste omsættelige enhed) for en STEELCOIN er 0,000000000000000001 STEELCOIN. Men den mindste enhed for en STEELCOIN, som kan tegnes af udsteder, er 0,0001 STEELCOIN. Ved returnering af STEELCOINS til udsteder er der krav om mindst 0,01 STEELCOIN for kontantoptionen (som defineret i afsnittet "<i>Rettigheder knyttet til STEELCOINS</i>" herunder) eller én (1) STEELCOIN for stålvareroptionen (som defineret i afsnittet "<i>Rettigheder knyttet til STEELCOINS</i>" herunder).</p> <p>STEELCOINS har ikke nogen pålydende værdi.</p> <p>I medfør af dette prospekt vil der blive udstedt op til 18.000 STEELCOINS. Yderligere STEELCOINS kan blive udstedt i fremtiden.</p> <p>STEELCOINS har ingen specifik løbetid. Men fra 2. januar 2023 reduceres stålængden (defineret i afsnittet "<i>Rettigheder knyttet til STEELCOINS</i>" herunder) med 3 % om året (beregnet på daglig basis sammenlignet med dagen i forvejen. D.v.s. degressiv reduktion). Dermed vil stålængden for eksempel d. 31. december 2072 være ca. 395,69 kg (sammenlignet med 1.814,39 kg til og med d. 1. januar 2023). I henhold til stålvareroptionen reducerer dette den vægt af stålvarer, der kan erhverves pr. STEELCOIN (eller øger det antal STEELCOINS, det kræver at erhverve en vis mængde stålvarer. I henhold til kontantoptionen udgør dette en faktor, der reducerer beløbet til udbetaling.</p> <p>Rettigheder knyttet til STEELCOINS</p> <p>STEELCOINS kan når som helst returneres til udsteder efter ihændeleværdipapirer valg enten mod en vis mængde specifikke fysiske stålvarer i kg ("stålvareroption") eller mod kontantafregning i euro ("kontantoption").</p> <p>Både stålvareroptionen og kontantoptionen er linket til en vis mængde stålvarer, målt i vægt, som reduceres over tid som følger (den enkelte mængde benævnes "stålængde"): Indtil (og inklusive) 1. januar 2023 er stålængden 1.814,39 kg stål pr. STEELCOIN. Fra 2. januar 2023 falder stålængden løbende med 3 % om året, hvorved vægtreduktionen gøres gældende på daglig basis med den konsekvens, at fra 2. januar 2023 reduceres mængden af stål hver dag ved at gange stålængden for dagen i forvejen med $0,97^{(1/365)}$ (respektivt for skudår: Stålængden reduceres ved at gange stålængden for dagen i forvejen med $0,97^{(1/366)}$).</p>

	<p>I henhold til stålvareroptionen kan et specifikt antal stålvarer vælges fra et udvalg af visse stålvarer. Efterfølgende skal der returneres et antal STEELCOINS til udsteder, hvis samlede stålmængde-værdi på den dag, optionen anvendes, svarer til den samlede faktiske vægt af de valgte stålvarer. De valgte stålvarer skal derefter afhentes på valgte opsamlingssteder. I henhold til stålvareroptionen skal mindst én (1) STEELCOIN returneres.</p> <p>Den kontantafregning (i euro), der er til betaling i henhold til kontantoptionen ("salgspris") beregnes ved at gange den respektive stålmængde på dagen for anvendelsen af kontantoptionen med den "endelige stålværdi". Den endelige stålværdi er en faktor, der blandt andet tager højde for gennemsnitspriser, til hvilke FRANKSTAHL og/eller udsteder og/eller andre lokale eller internationale stålforhandlere har afgivet købsordrer til lagerføring inden for visse grupper af færdige stålprodukter i en periode på 64 kalenderdage forud for anvendelsen af kontantoptionen, og beregnes ved hjælp af en kompleks formel. Salgsprisen er denomineret i EUR. Investorer kan foreslå en højere salgspris, for hvilken de er villige til at returnere STEELCOINS, ved at foreslå en sådan pris via websitet. Men udsteder er ikke forpligtet til at acceptere en sådan højere salgspris. I henhold til kontantoptionen skal mindst 0,01 STEELCOIN returneres.</p> <p>De rettigheder, der er knyttet til STEELCOINS, kan kun udøves via udsteders website https://www.steelcoin.com ("website").</p> <p>Ingen anciennitet</p> <p>STEELCOINS er udsteders direkte, usikrede, ikke-efterstillede forpligtelser overfor investorer, der rangerer på samme niveau indbyrdes og med alle andre af udsteders usikrede forpligtelser, så længe sådanne andre af udsteders forpligtelser ikke udtrykkeligt foranstilles kravene fra investorerne i henhold til gældende love og regulativer, herunder navnlig insolvenslovgivningen.</p> <p>I tilfælde af, at udsteder bliver erklæret insolvent, har investorerne udelukkende rettigheder som kreditorer. Investorerne kan ikke påberåbe sig segregation eller separation, og deres krav mod udsteder vil heller ikke blive prioriteret og er ikke sikret.</p> <p>Omsættelighed</p> <p>STEELCOINS er, med forbehold af gældende love og regulativer, generelt frit omsættelige. Fraktioner af STEELCOINS kan omsættes, hvor den mindste tilladte fraktion er 0,000000000000000001 STEELCOIN. Men enhver overdragelse af en STEELCOIN (eller en fraktion heraf) kræver en overdragelse på blockchainen ("overdragelse"). Enhver overdragelse, herunder navnlig anvendelsen af stålvareroptionen eller kontantoptionen, vil generere transaktionsgebyrer, der skal betales af investor i Ether (ETH, blockchainens egen valuta). Dermed skal investor, hvis denne ønsker at gennemføre en overdragelse, være i besiddelse af den relevante mængde ETH til betaling af de transaktionsgebyrer, der udløses ved overdragelsen. Udsteder har ingen indflydelse på det beløb, der skal betales i transaktionsgebyrer.</p>
b)	<p>Hvor vil værdipapirerne blive handlet?</p> <p>Fra og med datoen for prospektet er det ikke udsteders intention at etablere eller initiere en markedsplads, hvor STEELCOINS kan handles af investorerne, eller at ansøge om eller opnå optagelse til handel med STEELCOINS på et reguleret marked, en multilateral handelsfacilitet, en organiseret handelsfacilitet eller noget andet marked underlagt lignende regulering. Men udsteder forbeholder sig retten til at gøre dette i fremtiden.</p>
c)	<p>Er der knyttet en garanti til værdipapirerne?</p> <p>Der er ikke knyttet nogen garanti til STEELCOINS.</p>
d)	<p>Hvad er de vigtigste risici, der er specifikke for værdipapirerne?</p> <p>Interesserede investorer kan fejle vedrørende den aktuelle værdi af en STEELCOIN eller dens fremtidige udvikling ved fastlæggelsen af den tilbudte tegningspris</p> <p>Tegningsprisen kan være betydeligt højere end salgsprisen på tidspunktet for tegningen. Udsteder vil muligvis ikke kunne beregne den endelige stålværdi og dermed salgsprisen</p>

<p>En investor kan miste adgangen til sine STEELCOINS pga. mistet adgang til sin wallet og/eller investorens private nøgle</p> <p>Tabet af udsteders private nøgle ville medføre, at udsteder bliver udelukket og/eller mister kontrollen med funktionerne i den smart-kontrakt, der ligger til grund for STEELCOINS</p> <p>STEELCOINS kan gå tabt pga. hackere</p> <p>STEELCOINS kan gå tabt pga. blockchainens "endegyldighed"</p> <p>STEELCOINS kan gå tabt pga. softwaresårbarheder i den underliggende softwareapplikation, den underliggende smart-kontrakt og blockchain-infrastrukturen (d.v.s. Ethereum-netværket)</p>

Afsnit D – Nøgleoplysninger om udbuddet af værdipapirer til offentligheden og/eller optagelsen til handel på et reguleret marked

a)	<p>På hvilke betingelser og i henhold til hvilken tidsplan kan jeg investere i dette værdipapir?</p> <p>STEELCOINS (eller fraktioner heraf. Minimumsfraktion: 0,0001 STEELCOIN) kan tegnes af interesserede investorer fra udstedelsesdatoen, som forventes at være mellem d. 22. september 2022 og d. 30. september 2022 (i begge tilfælde inklusive denne dag) og vil blive offentliggjort af udsteder på websitet, indtil prospektets gyldighed udløber senest d. 21. september 2023. Udsteder forbeholder sig retten til når som helst at afkorte eller afslutte tilbudsperioden efter eget skøn (især i tilfælde af fuld placering af de relevante STEELCOINS). Tegningsprocessen gennemføres elektronisk og kun via websitet.</p> <p>Prisen på STEELCOINS ved udstedelse er ikke fastsat. Derimod skal en interesseret investor afgive et tilbud ("investors tilbud") på tegning af (en fraktion af) en eller flere STEELCOINS ("udbudte STEELCOINS") til en europris pr. STEELCOIN specificeret af den interesserede investor ("tilbudte tegningspris"), som ikke må overstige 5.400 EUR pr. STEELCOIN (maksimumpris pr. STEELCOIN ved udstedelse). Den tilbudte tegningspris ganget med de udbudte STEELCOINS skal være mindst 50 EUR (minimumsinvesteringsbeløb pr. tegningstilbud), og det mindste beløb, der kan tegnes, er 0,0001 STEELCOIN.</p> <p>Udsteder kan efter eget skøn acceptere investorens tilbud helt eller delvist (d.v.s. med et reduceret antal STEELCOINS eller en fraktion deraf, men ikke til en anden pris end den tilbudte tegningspris) eller omgående afvise det.</p> <p>Hvis investorens tilbud accepteres (helt eller delvist) af udsteder ("tegningstilbud"), tegner den interesserede investor et sådan antal STEELCOINS (eller en fraktion heraf), som accepteres af udsteder ("accepterede STEELCOINS"), og skal omgående betale det beløb, der fremkommer, når de accepterede STEELCOINS ganges med den tilbudte tegningspris ("tegningsbeløbet"), ved hjælp af en af de tilbudte betalingsmetoder. Bortset fra visse undtagelser skal alle betalinger foretaget til udsteder oprinde fra konti inden for Den Europæiske Union og/eller Det Europæiske Økonomiske Samarbejdsområde.</p> <p>Efter fuld betaling af tegningsbeløbet vil den interesserede investor blive bedt om at oplyse den offentlige adresse på den blockchain, til hvilken de accepterede STEELCOINS skal overføres ("leveringsadresse"), og kan bede udsteder om at udstede de accepterede STEELCOINS. Inden for 24 timer efter udsteders modtagelse af leveringsadressen udsteder udstederen de accepterede STEELCOINS ved at "præge" dem på blockchainen og derefter overføre dem til leveringsadressen ("udstedelse af de accepterede STEELCOINS"). Gebyret for udstedelsen af de accepterede STEELCOINS (transaktionsgebyrer), som skal betales i blockchainens egen valuta Ether, påhviler udsteder.</p> <p>Udstedelsen af de accepterede STEELCOINS til den interesserede investor er betinget af komplet forudgående betaling af tegningsbeløbet. Hvis betaling af det fulde tegningsbeløb ikke gennemføres inden for den angivne tid for en sådan betaling på websitet, annulleres det relevante tegningstilbud. I tilfælde af at en betaling af tegningsbeløbet annulleres eller ophæves uanset grund, skal investoren returnere de accepterede STEELCOINS til udsteder, og udsteder skal brænde de respektive accepterede STEELCOINS inden for syv (7) dage fra modtagelsen.</p> <p>Udsteder estimerer de samlede omkostninger for udstedelsen til op til 2.000.000 EUR.</p>
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Investorer kan blive afkrævet almindelige overførselsgebyrer ved betaling af tegningsprisen til udsteder.</p> <p>På datoen for dette prospekt har udsteder ikke indgået nogen distributionsaftaler, men kan frit indgå sådanne aftaler i fremtiden.</p>
b)	<p>Hvem er udbyder og/eller den person, der anmoder om optagelse til handel?</p> <p>Udsteder er udbyderen af STEELCOINS. STEELCOINS er ikke optaget til handel på et reguleret marked. Se punkt C.b) i dette resumé.</p>
c)	<p>Hvorfor udarbejdes dette prospekt?</p> <p>Det er udsteders intention at udbyde STEELCOINS, som er værdipapirer inden for definitionen i artikel 2, litra a) i EU's prospektforordning, til offentligheden inden for definitionen i artikel 2, litra d) i EU's prospektforordning ("tilbud"). Den samlede værdi af udbuddet vil sandsynligvis overskride de tærskler, der er specificeret i artikel 1 paragraf 3 i EU's prospektforordning og afsnit 12 i den østrigske lov om kapitalmarkedet af 2019 (<i>Kapitalmarktgesetz 2019</i>). En undtagelse i henhold til artikel 1 paragraf 4 i EU's prospektforordning er ikke gældende. Dermed må udsteder kun fremsætte tilbuddet efter forudgående offentliggørelse af dette prospekt.</p> <p>Nettoprovenuet af tilbudet vil blive anvendt til udsteders løbende forretningsaktiviteter med henblik på at generere egen profit inden for stålhandel eller andre aktiviteter efter udsteders eget skøn. Investorer tager ikke del i en sådan profit, da STEELCOINS er udsteders direkte, usikrede, ikke-efterstillede forpligtelser. Udsteders driftsaktiviteter kan inkludere handel med stålprodukter med tredjeparter (andre grossister, handlende, stålvalseværker, storforbrugere af stål) og/eller erhvervelsen af stålagervarer og/eller virksomhedsdeltagelser, hvorved udsteder også kan besidde likviditet i form af bankkonti og pengemarkedsinstrumenter og ikke behøver at bruge hele provenuet fra udstedelsen. Men udsteder kan også indgå i yderligere eller andre forretningsaktiviteter og også opgive de nuværende og/eller planlagte aktiviteter i fremtiden.</p> <p>Da udsteder ikke kan fastlægge den pris, STEELCOINS udstedes til (se punkt D.a) i dette resumé), og denne pris kan variere signifikant over tid, er det ikke muligt for udsteder på pålidelig vis at estimere provenuet fra udstedelsen af de op til 18.000 STEELCOINS, som dette prospekt omhandler. Det teoretiske maksimumprovenu fra udstedelsen, dvs., hvis alle 18.000 STEELCOINS under dette prospekt bliver solgt til den maksimale udstedelsespris på 5.400 EUR pr. STEELCOIN, ville beløbe sig til 97,2 millioner EUR brutto, eller, under hensyntagen til de estimerede samlede omkostninger nævnt herover, 95,2 millioner EUR netto. Investorerne/ihændehaverne af STEELCOINS tager ikke del i overskuddet fra udsteders driftsmæssige aktiviteter.</p> <p>Tilbuddet er ikke underlagt nogen aftale om tegningsgaranti på grundlag af en fast forpligtelse: Alene udsteder vil udstede STEELCOINS direkte via websitet.</p> <p>Marcel Javor, en af udsteders virksomhedsledere (<i>Geschäftsführer</i>), er også administrerende direktør for udsteders eneste aktionær FRANKSTAHL og (indirekte) den reelle ejer af udsteder og FRANKSTAHL. Dermed kan der opstå interessekonflikter mellem udsteder, dennes aktionær FRANKSTAHL og den reelle ejer.</p>

Annex I

Estonian translation / *Eesti tõlge*

I. KOKKUVÕTE

Jagu A – Sissejuhatus, mis sisaldab ka hoiatusi	
<p>Kokkuvõtet tuleks lugeda kui Prospekti sissejuhatust (nagu määratletud allpool).</p> <p>Väärtpaberitesse investeerimise üle otsustamisel peaks investor tuginema Prospektile tervikuna.</p> <p>Väärtpaberitesse investeerijad võivad kaotada kogu investeeritud kapitali või osa sellest.</p> <p>Kui kohtule esitatakse Prospektis sisalduva teabega seonduv nõue, võib hagejast investorile liikmesriikide õiguse alusel tuleneda kohustus kanda prospekti tõlkimise kulud enne kohtumenetluse algatamist.</p> <p>Tsiviilvastutust kohaldatakse üksnes nende isikute suhtes, kes on esitanud kokkuvõtte, sealhulgas selle tõlke, kuid üksnes juhul, kui kokkuvõtte on eksitav, ebatäpne või Prospekti muude osadega vastuolus või kui see ei anna koos Prospekti muude osadega lugedes põhiteavet, mis aitaks investoritel otsustada sellistesse väärtpaberitesse investeerimise üle.</p>	
a)	Väärtpaberite nimetus ja rahvusvaheline väärtpaberite identifitseerimisnumber (ISIN-kood)
	<p>See prospekt (edaspidi "Prospekt") on seotud STEELCOINSide emiteerimisega, mis on plokiahelas "Ethereum" ERC-20 žetoonide kujul olevad võõrandatavad esitajaväärtpaberid, millel puudub tähtaeg ja mis ei kanna intressi, kuid mida saab igal ajal tagastada valdaja valikul kas füüsilise arvelduse vastu teatud terasekaupade koguse vastu (aja jooksul väheneb) või eurodes sularahas arveldamise vastu ("STEELCOINS" ja igaüks eraldi "STEELCOIN"). STEELCOINSide ISIN on: ATSTEELCOIN5.</p>
b)	Emitendi nimi ja kontaktandmed, sh tema juriidilise isiku tunnus (LEI)
	<p>FS Steel-Products GmbH ("Emitent"; LEI: 529900OX94239BUDFN51), on piiratud vastutusega äriühing (<i>Gesellschaft mit beschränkter Haftung</i>), mis on asutatud ja toimib Austria Vabariigi õigusaktide alusel, registreeritud asukohaga Austrias Viinis ja registreeritud kontoriga Austrias Viinis, Praterstraße 15/3/17, 1020 (telefon: +43 50 5030; veebileht: https://www.steelcoin.com). Emitent on registreeritud Viini kaubanduskohtu (<i>Handelsgericht Wien</i>) äriregistris (<i>Firmenbuch</i>) registreerimisnumbriga FN 579306 x. Samuti tegutseb see ärinime STEELCOIN all.</p>
c)	Pakkuja nimi ja kontaktandmed, sh tema LEI, kui pakkuja on juriidiline isik, või reguleeritud turul kauplemisele võtmise taotleja nimi ja kontaktandmed
	<p>Vt käesoleva kokkuvõtte punkti A.b).</p>
d)	Prospekti kinnitanud pädeva asutuse nimi ja kontaktandmed ja kui see on erinev, siis registreerimisdokumendi ja universaalse registreerimisdokumendi kinnitanud pädeva asutuse nimi ja kontaktandmed
	<p>Austria finantsturu amet (<i>Finanzmarktaufsichtsbehörde</i>, "FMA"), Otto-Wagner-Platz 5, A-1090 Viin (telefon: +43 1 249 59-0; veebileht: www.fma.gv.at) on käesoleva Prospekti Austria pädeva asutusena heaks kiitnud vastavalt Euroopa Parlamendi ja nõukogu 14. juuni 2017. aasta määrusele (EL) 2017/1129, (muudetud kujul) ("ELi prospektimäärus") ja Austria 2019. aasta kapitaliturgude seadusele (<i>Kapitalmarktgesetz 2019</i>).</p>
e)	Prospekti kinnitamise kuupäev
	<p>Prospekt on kinnitatud 21. septembril 2022.</p>

Jagu B – Põhiteave emitendi kohta

a) Kes on väärtpaperite emitent?

Asukoht ja õiguslik vorm, LEI, õigus, mille alusel ta tegutseb, ja asutamise riik

Vt käesoleva kokkuvõtte punkti A.b).

Põhitegevusala

Emitendi ärieesmärgid (*Unternehmensgegenstand*), mis on sätestatud tema põhikirja (*Errichtungserklärung*) kolmandas osas (*Drittens*), hõlmavad (tõlgitud saksakeelsest originaalist):

- metallkaupade ja ehitusmaterjalidega kauplemine;
- kõik tehingud ja meetmed, mis on vajalikud ja kasulikud ettevõtte eesmärgi saavutamiseks ning ettevõtte arenguks ja majanduslikuks tulemuslikkuseks.

Emitendi peamine ärieesmärk on terasega kauplemine ja STEELCOINSide emiteerimine ning nendega seotud emitendi kohustuste täitmine. Emitendi strateegiline eesmärk on luua STEELCOINSi emissiooniga uus tahk klassikalises terasekaubanduses, mis pakub huvi nii spekulatsioonile kui ka terasetarbijate riskide maandamise eesmärgil. Terasekauplejana võib Emitendi tegevuseks olla terasetoodetega kauplemine kolmandate isikutega (muud hulгимүүjad, kauplejad, terasetehased, suured terasetarbijad). Emitendil on kehtiv kauplemislitsents (Trade Information System Austria [*Gewerbeinformationssystem Austria* – GISA] number 34882627). Emitent võib (kuid ei ole kohustatud) ka tulevikus maandada hinnatõusu ja riskide eest ning teha vastavaid tehinguid. Emitent võib tulevikus ehitada või omandada oma ladusid, samuti omandada ja võõrandada ettevõtteid või osalusi ettevõtetes. Emitendi äritegevus ei piirdu Euroopa turuga, vaid võib hõlmata kaubandus- ja äripartnereid üle maailma. Turusuundumustel ja turuhindadel on märkimisväärne mõju Emitendi äritegevusele. Lisaks mõjutab Emitendi äriotsuseid ka STEELCOINI areng ja emiteeritavate STEELCOINSide arv ning investorite käitumine STEELCOINSide tagastamisel. Tegevusüksusena ei ole Emitent pühendunud konkreetsele strateegiale. Eelkõige ei ole Emitent kohustatud hoidma oma terase- (või muude) toodete laoseisu ega rakendama konkreetset investeerimis- või riskimaandamisstrateegiat, kuid ta võib vabalt kasutada emissioonist saadavat tulu oma äranägemisel oma tarbeks. Emitent võib edaspidi muuta oma äritegevust ning võib – oma äranägemisel ja oma (ainu)aktsionäri äranägemisel – tegeleda täiendava või muu tegevusega ja/või loobuda senisest ja/või kavandatavast äritegevusest.

(Otseesed ja kaudsed) aktsionärid

Emitendi ainuaktsionär on FRANKSTAHL Rohr- und Stahlhandelsgesellschaft mbH ("**FRANKSTAHL**"), piiratud vastutusega äriühing (*Gesellschaft mit beschränkter Haftung*), mis on asutatud ja toimib Austria Vabariigi õigusaktide alusel, registreeritud asukohaga Austrias Viinis ja registreeritud kontoriga Austrias Viinis, Esteplatz 6, 1030, registreeritud Viini kaubanduskohtu (Handelsgericht Wien) äriregistris (Firmenbuch) registreerimisnumbriga FN 142511 a.

FRANKSTAHLi ainuaktsionär on Javor Unternehmensbeteiligungsges.m.b.H., piiratud vastutusega äriühing (*Gesellschaft mit beschränkter Haftung*), mis on asutatud ja toimib Austria Vabariigi õigusaktide alusel, registreeritud asukohaga Austrias Viinis ja registreeritud kontoriga Austrias Viinis, Esteplatz 6, 1030, registreeritud Viini kaubanduskohtu (Handelsgericht Wien) äriregistris (Firmenbuch) registreerimisnumbriga FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H kuulub täielikult hr Marcel Javorile, sündinud 17. oktoobril 1974, kes on seega emitendi lõplik tegelik kasusaaja.

Juhatuse liikmed

Emitendi juhtkond (*Geschäftsführung*) koosneb praegu järgmistest tegevdirektoritest (*Geschäftsführer*):

- Marcel Javor, sündinud 17. oktoobril 1974; ja
- Ronald Nagy, sündinud 7. detsembril 1973.

Vannutatud audiitorite nimed

Emitent määras BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschafti, registreeritud asukohaga Austrias Viinis, ja registreeritud kontoriga Austrias Viinis, Am Belvedere 4, 1100, registreeritud Viini kaubanduskohtus registreerimisnumbriga FN 96046 w ("**BDO**"), Emitendi (i) algbilansi (*Eröffnungsbilanz*) seisuga 31. märts 2022 ("**Algbilanss**") ja (ii) konsolideerimata vahefinantsaruannete ("**Finantsaruanded**") audiitoriks alates 1. aprillist 2022 perioodiks 15. augustini 2022, mõlemad dokumendid on koostatud Austrias üldtunnustatud raamatupidamispõhimõtete ("**GAAP**") kohaselt. BDO on väljastanud 26. augusti 2022. aasta märkusteta audiitorarvamuse algbilansi kohta ja 26. augusti 2022. aasta märkusteta audiitorarvamuse finantsaruannete kohta.

BDO on Austria riikliku audiitorite instituudi (*Institut der Wirtschaftsprüfer*) ja -audiitorite koja (*Kammer der Steuerberater und Wirtschaftsprüfer*) liige.

b) Milline on emitenti puudutav põhiline finantsteave?

Alltoodud tabelites olev teave on võetud näidatud kuupäevade/perioodide algbilansist ja finantsaruannetest ning on ainult nende kokkuvõte. Allolevates tabelites sisalduvat teavet tuleb lugeda koos kogu Prospektis sisalduva teabega, eelkõige käesoleva prospekti VII osas (*Annexes*) sisalduva algbilansi ja finantsaruannete teabega.

Kasumiaruanne (auditeeritud)	1. aprill 2022 – 15. august 2022	
	(eurodes)	
Muud põhitegevuskulud		- 11.617,16
Tegevustulemus		- 11.617,16
Tulemus enne maksude mahaarvamist		- 11.617,16
Tulemus pärast maksude mahaarvamist		- 11.617,16
Aasta netokahjum		- 11.617,16
Akumuleeritud kahjum		- 11.617,16

Bilanss (auditeeritud)	15. august 2022	31. märts 2022
	(eurodes)	
Varad		
<i>Käibevarad</i>	1.790.182,84	100.000,00
Muud nõuded ja varad	1.359,50	0
Saldod pankades	1.788.823,34	100.000,00
Kokku varad	1.790.182,84	100.000,00
Omakapital ja kohustused		
<i>Omakapital</i>	1.788.382,84	100.000,00
Aktsiakapital	100.000,00	100.000,00
Reservid	1.700.000,00	0
Akumuleeritud kahjum	- 11.617,16	0
<i>Viitkohustused</i>	1800,00	0
Muud viitkohustused	1800,00	0
Kokku omakapital ja kohustused	1.790.182,84	100.000,00

c) Millised on emitendiga seotud konkreetsed põhiriskid?

Emitent sõltub oluliselt FRANKSTAHList

Emitendil ei ole oma personali ja ta ei pruugi olla võimeline värbama töötajaid, eelkõige võtmeisikuid, ja oma tegevuseks vajalikku oskusteavet

Emitendil ei pruugi olla võimalik soetada terasetooteid, mis on vajalikud tema STEELCOINSidest tulenevate kohustuste täitmiseks ja/või füüsiliseks riskide maandamiseks (kättesaadavuse risk) või teha seda äriiselt mõistlikel tingimustel (hinna volatiilsuse oht)

Emitendil ei pruugi olla võimalik terasetoodete valiku alusel terasetooteid tarnida terasetoodete puudumise või Emitendi suutmatuse tõttu tarnida terasetooteid õigeaegselt või üldse

Emitendi võimalus tasuda sularaha valiku alusel arveldust sularahas ei ole tagatud

Jagu C – Põhiteave väärtpaberite kohta

a) Mis on väärtpaberite põhitunnused?

STEELCOINSide tüüp, liik ja ISIN-kood

STEELCOINSide on võõrandatavad esitajaväärtpaberid ISIN-koodiga ATSTEELCOIN5, mis on emitteeritud ERC-20 žetonidena "Ethereum" ploki ahelas ("**Ploki ahel**"). STEELCOINSide ei ole erinevaid liike.

Vääring, nimiväärtus, pariteet aktsia kohta, emitteeritud väärtpaberite arv, väärtpaberite tähtaeg

STEELCOINSide ei ole kindlat valuutat. STEELCOINSide väljastamine toimub aga eurodes tehtava makse vastu.

STEELCOINi minimaalne nimiväärtus (= väikseim võõrandatav ühik) on 0,000000000000000001 STEELCOINi. Väikseim STEELCOINi ühik, mida emitendilt saab tellida, on aga 0,0001 STEELCOINi. STEELCOINSide tagastamiseks emitendile on nõutav vähemalt 0,01 STEELCOINi sularaha valiku eest (nagu on määratletud allpool jaotises "*STEELCOINSidega kaasnevad õigused*") või üks (1) STEELCOIN terasetoodete valiku eest (nagu on määratletud jaotises "*STEELCOINSidega kaasnevad õigused*").

STEELCOINSide ei ole pariteeti aktsia kohta.

Selle Prospekti alusel emitteeritakse kuni 18.000 STEELCOINi. Tulevikus võidakse emitteerida täiendavaid STEELCOINe.

STEELCOINSide pole konkreetset tähtaega/lunastustähtaega. Kuid alates 2. jaanuarist 2023 vähendatakse Terasekogust (määratletud allpool jaotises "*STEELCOINSidega kaasnevad õigused*") igal aastal 3% (arvestatakse igapäevaselt võrreldes eelmise päevaga, st kahanev vähendamine). Näiteks 31. detsembril 2022 on Terasekogus ligikaudu 395,69 kg (võrreldes 1.814,39 kg 1. jaanuarini 2023 (kaasa arvatud)). Terasetoodete valiku puhul vähendab see terasetoodete kaalu, mida on võimalik saada ühe STEELCOINi eest (või suurendab teatud koguse terasetoodete saamiseks vajalike STEELCOINide arvu). Sularaha valiku puhul on see väljamakse summat vähendav tegur.

STEELCOINSidega kaasnevad õigused

STEELCOINSe saab emitendile tagastada igal ajal valdaja valikul kas teatud kindla füüsilise terasekaupade koguse vastu kilogrammides ("**Terasekaupade valik**") või sularahas arveldamise vastu eurodes ("**Sularaha valik**").

Nii Terasekaupade valik kui ka Sularaha valik on seotud terasetoodete teatud kaaluga, mida aja jooksul vähendatakse järgmiselt (iga selline summa on "**Terasekogus**"): kuni 1. jaanuarini 2023 (kaasa arvatud) on Terasekogus 1.814,39 kg terasetooteid STEELCOINi kohta; alates 2. jaanuarist 2023 väheneb Terasekogus pidevalt 3% aastas, sealjuures rakendatakse kaalu vähendamist igapäevaselt, mille tulemusena alates 2. jaanuarist 2023 vähendatakse Terasekogust iga päev, korrutades eelmise päeva Terasekoguse 0,97-ga ^(1/365) (liigaaastatel vastavalt: Terasekogust vähendatakse, korrutades eelmise päeva Terasekoguse 0,97-ga ^(1/366)).

Terasetoodete valiku kohaselt võib teatud terasetoodete valikust valida konkreetse arvu selliseid terasetooteid. Seejärel tuleb emitendile tagastada selline arv STEELCOINSe, mille valiku realiseerimise päeva summeeritud Terasekogus vastab valitud terasekaupade tegelikule koondkaalule. Seejärel tuleb valitud terasetoodetele valitud kättesaamise kohtadesse järele tulla. Terasetoodete valiku puhul tuleb tagastada vähemalt üks (1) STEELCOIN.

Sularaha valiku alusel tasumisele kuuluv sularahaarveldus (eurodes) ("**Müügihind**") ar-
vutatakse sularaha valiku realiseerimise päeva vastava terasekoguse korrutamisel "**Valmis terase väärtusega**". Valmis terase väärtus on tegur, mis võtab muuhulgas arvesse teatud

	<p>keskmisi hindu, millega FRANKSTAHL ja/või Emitent ja/või teised kohalikud või rahvusvahelised terasekauplejad on esitanud ostutellimusi teatud valmis terasetooterühmade varude hoidmiseks 64 kalendripäeva jooksul enne Sularaha valiku käivitamist ja mis arvutatakse keeruka valemi abil. Müügihind on väljendatud eurodes. Investorid võivad pakkuda kõrgemat müügihinda, mille eest ta on valmis STEELCOINSid tagastama, esitades sellise hinna veebilehe kaudu. Emitent ei ole kohustatud sellist kõrgemat müügihinda aktsepteerima. Sularaha valiku puhul tuleb tagastada vähemalt 0,01 STEELCOIN.</p> <p>STEELCOINSidega kaasnevaid õigusi saab kasutada ainult emitendi veebilehe https://www.steelcoin.com ("Veebileht") kaudu.</p> <p>Nõudeõiguse järk puudub</p> <p>STEELCOINid on emitendi otsesed, tagamata, allutamata kohustused investorite ees, mis on samaväärsed omavahel ja kõigi teiste emitendi tagamata kohustustega, seni kuni sellised Emitendi muud kohustused ei ole selgelt kõrgemal kohal kui investorite nõuded vastavalt kohaldatavatele õigusaktidele ja määrustele, eelkõige maksejõuetust käsitlevatele õigusaktidele. Emitendi maksejõuetuse korral on investoritel ainult võlausaldajate õigused. Investoritel ei ole õigust eristamisele või eraldamisele ning nende nõuded Emitendi vastu ei ole samuti prioriteetsed ega tagatud.</p> <p>Võõrandatavus</p> <p>STEELCOINSid on kohaldatavate õigusaktide ja määruste kohaselt üldiselt vabalt võõrandatavad. STEELCOINSide murdosi saab üle kanda, kusjuures väikseim murdosa on 0,000000000000000001 STEELCOINI. STEELCOINI (või selle osa) võõrandamine nõuab aga võõrandamist plokiahelas ("Võõrandamine"). Iga Võõrandamine, sealhulgas eelkõige Terasetoodete valiku või Sularaha valiku kasutamine, tekitab "Gaasitasud", mille investor maksab Etheris (ETH, plokiahela emavaluuta). Seega, kui investor soovib Võõrandada, peab tal olema vastav summa ETH-d, et tasuda Võõrandamisega seotud Gaasitasud. Emitent ei saa mõjutada tasumisele kuuluvate Gaasitasude suurust.</p>
<p>b)</p>	<p>Kus väärtpaberitega kaubeldakse?</p> <p>Prospekti kuupäeva seisuga ei kavatses Emitent asutada ega algatada turgu, kus investorid saavad STEELCOINSidega kaubelda, ega taotleda või saada STEELCOINSide lubamist kauplemisele reguleeritud turul, mitmepoolses kauplemissüsteemis, organiseeritud kauplemissüsteemis või muul turul, mille suhtes kohaldatakse sarnaseid regulatsioone. Samas jätab Emitent endale õiguse seda teha tulevikus.</p>
<p>c)</p>	<p>Kas väärtpaberitel on garantii?</p> <p>STEELCOINSidel ei ole garantiid.</p>
<p>d)</p>	<p>Mis on väärtpaberitele omased põhiriskid?</p> <p>Müügihind ei pruugi kajastada hindade arengut teraseturgudel</p> <p>Müügihind on volatiilne</p> <p>Huvitatud investorid võivad Pakutava märkimishinna määramisel eksida STEELCOINI praeguse väärtuse või selle edasise arengu osas</p> <p>Märkimishind võib olla märkimishetkel Müügihinnast tunduvalt kõrgem. Emitendil ei pruugi olla võimalik välja arvutada Valmis terase väärtust ja seega ka Müügihinda</p> <p>Investor võib kaotada juurdepääsu oma STEELCOINSidele investori rahakoti ja/või privaatvõtme (juurdepääsu) kaotamise tõttu</p> <p>Emitendi privaatvõtme kaotamine tooks kaasa Emitendi teovõimetuse ja/või kontrolli kaotuse STEELCOINSide aluseks oleva nutika lepingu funktsioonide üle</p> <p>Häkkerid võivad STEELCOINSid üle võtta</p> <p>STEELCOINS võib plokiahela "lõplikkuse" tõttu kaduma minna</p> <p>STEELCOINSid võivad kaduma minna aluseks oleva tarkvararakenduse, selle aluseks oleva nutika lepingu ja plokiahela infrastruktuuri (st Ethereumi võrgu) tarkvara haavatavuste tõttu</p>

Jagu D – Põhiteave väärtpaberite avaliku pakkumise ja/või reguleeritud turul kauplemisele võtmise kohta

a)

Millistel tingimustel ja millise ajakava alusel saan ma sellesse väärtpaberisse investeerida?

STEELCOINI (või selle murdosa; minimaalne murdosa: 0,0001 STEELCOINI) saavad huvitatud investorid märkida alates emissiooni alguskuupäevast, mis eeldatavasti jääb vahemikku 22. september 2022 kuni 30. september 2022 (mõlemal juhul, kaasa arvatud see päev) ja mille Emitent avaldab Veebilehel, kuni käesoleva Prospekti kehtivusaeg lõpeb hiljemalt 21. septembril 2023. Emitent jätab endale õiguse pakkumise perioodi igal ajal oma äranägemisel lühendada või lõpetada (eelkõige STEELCOINSide täieliku märkimise korral). Märkimisprotsess toimub ainult elektrooniliselt Veebilehe kaudu.

STEELCOINSide väljalaskehind ei ole fikseeritud. Pigem peab huvitatud investor tegema pakkumise ("**Investori pakkumine**") ühe või mitme STEELCOINI ("**Pakutavad STEELCOINid**") märkimiseks euro suuruse summaga STEELCOINI kohta, mille on määranud huvitatud investor ("**Pakutav märkimishind**"), mis ei tohi ületada 5.400 eurot STEELCOINI kohta (maksimaalne väljalaskehind STEELCOINI kohta). Pakutav märkimishind korrutatuna Pakutavate STEELCOINSidega peab olema vähemalt 50 eurot (minimaalne investeringusumma märkimispakkumise kohta) ja väikseim murdosa, mida saab märkida, on 0,0001 STEELCOINI.

Emitent võib oma äranägemisel investori pakkumise kas täielikult või osaliselt vastu võtta (st ainult vähendatud STEELCOINSide arvuga või osaga sellest, kuid mitte muu hinna eest kui Pakutav märkimishind) või selle viivitamata tagasi lükata.

Kui Emitent võtab Investori Pakkumise (täielikult või osaliselt) ("**Märkimispakkumine**") vastu, märgib huvitatud investor Emitendi poolt aktsepteeritud arvu STEELCOINSe (või osa sellest) ("**Aktsepteeritud STEELCOINSid**") ja peab tasuma Aktsepteeritud STEELCOINSide korrutamisel pakutava märkimishinnaga ("**Märkimissumma**") saadud summa kohe, kasutades ühte pakutavatest makseviisidest. Välja arvatud teatud erandid, peavad kõik Emitendile tehtavad maksed pärinema Euroopa Liidu ja/või Euroopa Majanduspiirkonna siseselt kontodelt.

Pärast Märkimissumma täielikku tasumist palutakse huvitatud investoril esitada plokiahelas avalik aadress, kuhu Aktsepteeritud STEELCOINSid üle kantakse ("**Tarneaadress**"), ning ta saab anda Emitendile korralduse Aktsepteeritud STEELCOINSid väljastada. 24 tunni jooksul pärast Tarneaadressi kättesaamist Emitendi poolt väljastab Emitent Aktsepteeritud STEELCOINSid, vermides need Plokiahelale ja edastades need seejärel Tarneaadressile ("**Aktsepteeritud STEELCOINSide väljastamine**"). Aktsepteeritud STEELCOINSide väljastamise tasu (Gaasitasu) Plokiahela omavääringus Ether [ETH] kannab Emitent.

Aktsepteeritud STEELCOINSide väljastamiseks huvitatud investorile tuleb eelnevalt tasuda kogu Märkimissumma. Kui kogu Märkimissumma tasumist ei toimu veebilehel selliseks makseks märgitud aja jooksul, tühistatakse kehtiv Märkimispakkumine. Kui Märkimissumma makse lükatakse tagasi või tühistatakse mis tahes põhjusel, peab investor Aktsepteeritud STEELCOINSid Emitendile tagastama ja Emitent põletab vastavad Aktsepteeritud STEELCOINSid seitsme (7) päeva jooksul pärast kättesaamist.

Emitent hindab emissiooni kogukuluks kuni 2.000.000 eurot.

Investoritelt võidakse nõuda tavapärasest tehingutasu maksmist emitendile märkimissumma maksmisel.

Käesoleva Prospekti kuupäeva seisuga ei ole Emitent sõlminud turustuslepinguid, kuid võib selliseid lepinguid edaspidi sõlmida.

b)

Kes on pakuja ja/või kauplemisele võtmise taotleja?

Emitent on STEELCOINSide pakuja. STEELCOINSid ei ole reguleeritud turul kauplemisele lubatud. Vt käesoleva kokkuvõtte punkti C.b).

c) Miks see prospekt koostatakse?

Emitent kavatseb pakkuda STEELCOINSe, mis on väärtpaberid EL prospektimääruse artikli 2 punkti a tähenduses, avalikkusele EL prospektimääruse artikli 2 punkti d tähenduses ("**Pakkumine**"). Pakkumise koguväärtus ületab tõenäoliselt ELi prospektimääruse artikli 1 lõike 3 ja Austria 2019. aasta kapitaliturgude seaduse (*Kapitalmarktgesetz 2019*) paragrahvi 12 sätestatud piirmäärasid. ELi prospektimääruse artikli 1 lõike 4 kohast erandit ei kohaldata. Seega teeb Emitent Pakkumise alles pärast käesoleva Prospekti eelnevat avaldamist.

Pakkumisega kogutud puhastulu kasutatakse Emitendi käimasolevaks äritegevuseks eesmärgiga teenida kasumit terasekaubandusest või muust tegevusest Emitendi äranägemisel. Investorid ei osale sellistes kasumites, kuna STEELCOINSi on Emitendi otsesed, tagamata, allutatud kohustused. Emitendi põhitegevus võib hõlmata terasetoodetega kauplemist kolmandate isikutega (muud hulgimüüjad, kauplejad, terasetehased, suured terasetarbijad) ja/või terasevarude ja/või äriühingute osaluste soetamist, mille käigus Emitent saab hoida likviidsust ka pangakontode ja rahaturuinstrumentidena näol, ning ta ei pea kasutama kogu emissioonist saadavat tulu. Samas võib Emitent tegeleda ka täiendava või muu äritegevusega ning samuti loobuda senisest ja/või tulevikus kavandatavast tegevusest.

Kuna Emitent ei saa kindlaks määrata hinda, millega STEELCOINSe emiteeritakse (vt käesoleva kokkuvõtte punkt D.a) ja see hind võib aja jooksul oluliselt muutuda, ei ole Emitendil võimalik usaldusväärselt hinnata kuni 18.000 STEELCOINSi emiteerimisest saadavat tulu, mis on käesoleva Prospekti teemaks. Teoreetiline maksimaalne võimalik tulu emissioonist, st kui kõik 18.000 STEELCOINI käesoleva Prospekti alusel paigutataks maksimaalse väljalaskehinnaga 5.400 eurot STEELCOINI kohta, oleks 97,2 miljonit eurot bruto või, võttes arvesse nimetatud hinnangulisi kogukulusid, üle 95,2 miljonit euro. STEELCOINSi investorid/omanikud ei osale Emitendi põhitegevusest saadavate tulude jaotamises.

Pakkumise suhtes ei sõlmita märkimislepingut siduva kohustuse alusel: Emitent väljastab STEELCOINSe ainult ise otse veebilehe kaudu.

Marcel Javor, üks Emitendi tegevdirektoritest (*Geschäftsführer*), on ka Emitendi ainsa aktsionäri FRANKSTAHLi tegevdirektor ning (kaudne) Emitendi ja FRANKSTAHLi ainus tegelik kasusaaja. Seega võivad tekkida huvide konfliktid Emitendi, selle aktsionäri FRANKSTAHLi ja selle ainsa lõpliku tegeliku kasusaaja vahel.

Annex J

Swedish translation / *Svensk översättning*

I. SAMMANFATTNING

Afsnit A – Indledning, der indeholder advarsler	
<p>Denna sammanfattning ska läsas som en introduktion till Prospektet (som definieras nedan). Alla beslut om investering i värdepapper bör baseras på att investeraren granskar detta Prospekt i sin helhet. Investerare i värdepapper kan förlora hela eller delar av sitt investerade kapital. Om talan väcks i domstol angående informationen i Prospektet kan den investerare som är kående enligt nationell rätt bli tvungen att stå för kostnaderna för översättning av Prospektet innan de rättsliga förfarandena inleds. Civilrättsligt ansvar kan endast åläggas de personer som lagt fram Sammanfattningen, inklusive översättningar därav, men endast om Sammanfattningen är vilseledande, felaktig eller oförenlig med de andra delarna av Prospektet eller om den inte, tillsammans med de andra delarna av Prospektet, ger nyckelinformation för att hjälpa investerare när de överväger att investera i värdepapperen.</p>	
a)	Namn och internationellt standardnummer för värdepapper ("ISIN") på värdepapperen
	Detta prospekt (" Prospektet ") gäller för emission av STEELCOINS som är överförbara värdepapper i form av ERC-20-token på "Ethereum"-blockkedjan som inte förfaller och som inte uppbär ränta, men när som helst kan återlämnas antingen på innehavarens begäran mot ett fysiskt belopp, mot en viss mängd stålvaror (minskar över tiden) eller mot ett kontantbelopp i EUR (" STEELCOINS ", enskilt " STEELCOIN "). ISIN för STEELCOINS är: ATSTEELCOIN5.
b)	Identitet och kontaktuppgifter för Emittenten, däribland dennes identifieringskod för juridiska personer ("LEI").
	FS Steel-Products GmbH (" Emittent "; LEI: 5299000X94239BUDFN51), är en form av aktiebolag (<i>Gesellschaft mit beschränkter Haftung</i>) upprättat och nu giltigt under österrikisk lag, med registrerat säte i Wien, Österrike, och med registrerat kontor på Praterstraße 15/3/17, 1020 Wien, Österrike (telefon: +43505030. Webbplats: https://www.steelcoin.com). Emittenten är registrerad i det kommersiella registret (<i>Firmenbuch</i>) hos handelsdomstolen i Wien (<i>Handelsgericht Wien</i>) med registreringsnummer FN 579306 x. Bolaget verkar också under sitt handelsnamn STEELCOIN.
c)	Identitet och kontaktuppgifter för erbjudaren, däribland dennes LEI om erbjudaren är en juridisk person, eller för den person som ansöker om upptagande till handel på en reglerad marknad
	Se punkt A.b) i den här Sammanfattningen.
d)	Identitet och kontaktuppgifter för den behöriga myndighet som godkänner Prospektet och, om det är en annan myndighet, den behöriga myndighet som godkände registreringsdokumentet eller det universella registreringsdokumentet.
	Österrikes Finansinspektion (<i>Finanzmarktaufsichtsbehörde</i> , " FMA "), Otto-Wagner-Platz 5, A-1090 Wien (telefon: +43 1 249 59-0. webbplats: www.fma.gv.at) har godkänt detta Prospekt i sin roll som behörig myndighet för Österrike under Europaparlamentets och rådets förordning (EU) 2017/1129 av den 14 juni 2017, enligt ändring (" EU-prospektförordning ") och enligt Österrikes kapitalmarknadslag 2019 (<i>Kapitalmarktgesetz 2019</i>).
e)	Datum för godkännande av prospektet
	Detta Prospekt har godkänts den 21 september 2022.

Avsnitt B – Nyckelinformation om Emittenten

a)	Vem är emittent av värdepapperen?
	Hemvist och juridisk form, LEI, enligt vilken lagstiftning Emittenten bedriver verksamhet samt det land där bolaget har bildats Se punkt A.b) i den här Sammanfattningen.
	Huvudsaklig verksamhet Emittentens verksamhetsmål (<i>Unternehmensgegenstand</i>) enligt tredje punkten (<i>Drittens</i>) i dess bolagsordning (<i>Errichtungserklärung</i>) innehåller (översatt från det tyska originalet): <ul style="list-style-type: none">• Handel med metallvaror och byggnadsmaterial.• Alla transaktioner och åtgärder som är nödvändiga och lämpliga för företagets mål och för företagets utveckling och ekonomiska effektivitet. Handel med stål och emission samt uppfyllande av Emittentens skyldigheter för STEELCOINS är Emittentens huvudsakliga verksamhet. Emittentens strategiska mål är att upprätta en ny aspekt av den traditionella handeln med stål genom emission av STEELCOINS, vilket är av intresse både för spekulation och för att uppnå säkring av risker för stålkonsumenter. Som stålhandlare kan Emittentens verksamhetsaktiviteter omfatta handel i stålprodukter med tredje part (andra grossister, handlare, stålverk, stora stålkonsumenter). Emittenten har en tillämplig handelslicens (Trade Information System Austria [<i>Gewerbeinformationssystem Austria – GISA</i>] nummer 34882627). Emittenten kan (men är inte skyldig att) också försäkra sig mot prisökningar och framtida risker samt göra motsvarande transaktioner. Emittenten kan bygga upp eller förvärva egna lager i framtiden och kan även förvärva och sälja företag eller andelar i företag. Emittentens affärsverksamhet är inte begränsad till den europeiska marknaden, utan kan omfatta handel och affärspartners i hela världen. Marknadsutveckling och marknadspriser kommer att ha en betydande påverkan på hur Emittenten bedriver sin verksamhet. Utöver det kommer utvecklingen av STEELCOIN och antalet emitterade STEELCOINS samt investerarens beteenden vid återlämning av STEELCOINS också att påverka Emittentens affärsbeslut. Som operativ entitet är Emittenten inte skyldig att följa någon specifik strategi. Emittenten har framförallt ingen skyldighet att hålla ett eget lager med stålprodukter (eller andra produkter) eller att tillämpa någon specifik investerings- eller säkringsstrategi, utan kan fritt använda emissionsintäkterna för egen räkning. I framtiden kan Emittenten ändra sin affärsverksamhet och kan – helt enligt eget gottfinnande och enligt sin (enda) aktieägares gottfinnande – bedriva ytterligare eller andra aktiviteter och/eller frånträda aktuell och/eller planerad affärsverksamhet.
	(Direkta och indirekta) aktieägare Emittentens enda aktieägare är FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. (" FRANKSTAHL "), ett aktiebolag (<i>Gesellschaft mit beschränkter Haftung</i>) upprättat och nu giltigt under österrikisk lag, med registrerat säte i Wien, Österrike, och med registrerat kontor på Esteplatz 6, 1030 Wien, Österrike, och registrerat i det kommersiella registret (<i>Firmenbuch</i>) i Wiens handelsdomstol (<i>Handelsgericht Wien</i>) med registreringsnummer FN 142511 a. Enda aktieägaren i FRANKSTAHL är Javor Unternehmensbeteiligungsges.m.b.H., ett aktiebolag (<i>Gesellschaft mit beschränkter Haftung</i>) upprättat och giltigt under österrikisk lag, med registrerat säte i Wien, Österrike, och med registrerat kontor på Esteplatz 6, 1030 Wien, Österrike, och registrerat i det kommersiella registret (<i>Firmenbuch</i>) i Wiens handelsdomstol (<i>Handelsgericht Wien</i>) med registreringsnummer FN 200305 t. Javor Unternehmensbeteiligungsges.m.b.H. är helägt av Marcel Javor, född 17 oktober 1974, som därmed är Emittentens faktiska ägare.
	Bolagsledning Emittentens ledning (<i>Geschäftsführung</i>) består för tillfället av följande företagsledare (<i>Geschäftsführer</i>): <ul style="list-style-type: none">• Marcel Javor, född 17 oktober 1974, och• Ronald Nagy, född 7 december 1973.

Revisorer

Emittenten har utsett BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungs-gesellschaft med säte i Wien, Österrike, och med registrerat kontor på Am Belvedere 4, 1100 Wien, Österrike, registrerat i det kommersiella registret i Wiens handelsdomstol under registreringsnumret FN 96046 w ("**BDO**") som revisor för Emittentens (i) inledande balansräkning (*Eröffnungsbilanz*) per 31 mars 2022 ("**Inledande balansräkning**") och (ii) okonsoliderade finansiella delårsrapporter ("**Finansiella rapporter**") per, och för perioden som inleds 1 april 2022 och slutar, 15 augusti 2022, båda framtagna enligt allmänt accepterade bokföringsprinciper i Österrike ("**GAAP**"). BDO har lämnat ett okvalificerat revisionsutlåtande daterat 26 augusti 2022 om den Inledande balansräkningen och ett okvalificerat revisionsutlåtande daterat 26 augusti 2022 om de Finansiella rapporterna.

BDO är medlem både i revisorsinstitutet i Österrike (*Institut der Wirtschaftsprüfer*) och Österrikes kammare för skatterådgivare och revisorer (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Vilken är den finansiella nyckelinformationen för Emittenten?

Informationen i tabellerna nedan har hämtats från, och är endast en sammanfattning av, den Inledande balansräkningen och de Finansiella rapporterna för de datum/perioder som anges. Informationen i tabellerna nedan ska läsas tillsammans med informationen i hela Prospektet, särskild informationen i den Inledande balansräkningen och de Finansiella rapporterna som bifogas i Del VII (*Annexes*) i detta Prospekt.

Resultaträkning (granskad)	1 april 2022 - 15 august 2022	
	(i €)	
Övriga rörelsekostnader		- 11.617,16
Rörelseresultat		- 11.617,16
Resultat före skatt		- 11.617,16
Resultat efter skatt		- 11.617,16
Nettoförlust för året		- 11.617,16
Ackumulerade förluster		- 11.617,16

Balansräkning (granskad)	15 augusti 2022	31 mars 2022
	(i €)	
Tillgångar		
<i>Omsättningstillgångar</i>	1.790.182,84	100.000,00
Övriga fordringar och tillgångar	1.359,50	0
Saldo hos kreditinstitut	1.788.823,34	100.000,00
Balansomslutning	1.790.182,84	100.000,00
Eget kapital och skulder		
<i>Eget kapital</i>	1.788.382,84	100.000,00
Aktiekapital	100.000,00	100.000,00
Kapitalreserver	1.700.000,00	0
Ackumulerade förluster	- 11.617,16	0
<i>Tillgångar</i>	1.800,00	0
Övriga tillgångar	1.800,00	0
Balansomslutning	1.790.182,84	100.000,00

c) Vilka är de specifika nyckelriskerna för Emittenten?

Emittenten är mycket beroende av FRANKSTAHL

Emittenten har ingen egen personal och kan kanske inte bygga upp en egen personalstyrka,

<p>särskilt med avseende på nyckelpersonal, och saknar de kunskaper som krävs för verksamheten</p> <p>Emittenten kan kanske inte förvärva de stålprodukter som krävs för att uppfylla sina åtaganden under STEELCOINS och/eller fysiskt säkrande (tillgångsrisk) och/eller till kommersiellt rimliga villkor (prisvolatilitetsrisk)</p> <p>Emittenten kan kanske inte leverera stålvaror under alternativet Stålvaror på grund av att stålvarorna inte är tillgängliga eller att Emittenten inte kan tillhandahålla stålvarorna i tid eller över huvud taget</p> <p>Emittentens förmåga att betala kontantbeloppet under Kontantalternativet är inte säkrat</p>

Avsnitt C – Nyckelinformation om värdepapperen

a)	<p>Vilka är de huvudsakliga egenskaperna för värdepapperen?</p> <p>Typ, klass och ISIN för STEELCOINS</p> <p>STEELCOINS är överförbara värdepapper med ISIN ATSTEELCOIN5 som emitterats i form av ERC-20-token på "Ethereum"-blockkedjan ("Blockkedja"). Det finns inga olika klasser av STEELCOINS.</p> <p>Valuta, valör, nominellt värde och antal emitterade värdepapper och värdepapperens löptid</p> <p>STEELCOINS har ingen specifik valuta. Emissionen av STEELCOINS görs dock mot betalning i euro.</p> <p>Minsta valör (= minsta överförbara enhet) för en STEELCOIN är 0,000000000000000001 STEELCOIN. Den minsta enheten av en STEELCOIN som kan tecknas från Emittenten är dock 0,0001 STEELCOIN. För återlämning av STEELCOINS till Emittenten krävs minst 0,01 STEELCOIN för Kontantalternativet (enligt definitionen i avsnittet "<i>Rättigheter förenade med STEELCOINS</i>" nedan) eller en (1) STEELCOIN för alternativet Stålvaror (enligt definitionen i avsnittet "<i>Rättigheter förenade med STEELCOINS</i>" nedan).</p> <p>STEELCOINS har inget nominellt värde.</p> <p>Under detta Prospekt kommer upp till 18.000 STEELCOINS att emitteras. Ytterligare STEELCOINS kan emitteras i framtiden.</p> <p>STEELCOINS har ingen specifik löptid/inget specifikt förfallodatum. Från och med 2 januari 2023 reduceras dock Stålmängden (definieras i avsnittet "<i>Rättigheter förenade med STEELCOINS</i>" nedan) med tre procent per år (beräknat dagligen jämfört med föregående dag, d.v.s. en gradvis reducering). Exempelvis är Stålmängden den 31 december 2022 ungefär 395,69 kilo (jämfört med 1.814,39 kilo till och med 1 januari 2023). Under alternativet Stålvaror innebär detta en reducering av vikten på de stålvaror som kan förvärfas per STEELCOIN (eller ökar antalet STEELCOINS som krävs för att förvärva en viss mängd stålvaror. Under Kontantalternativet utgör detta en faktor som reducerar utbetalningsbeloppet.</p> <p>Rättigheter förenade med STEELCOINS</p> <p>STEELCOINS kan närhelst innevararen så önskar återlämnas till Emittenten antingen mot en viss mängd specifika fysiska stålvaror i kilo ("Alternativet Stålvaror") eller mot en kontantutbetalning i euro ("Kontantalternativet").</p> <p>Både alternativet Stålvaror och Kontantalternativet är kopplat till en specifik vikt stålvaror, vilken reduceras över tiden som följer (varje sådan mängd "Stålmängd"): Till och med 1 januari 2023 är Stålmängden 1.814,39 kilo stålvaror per STEELCOIN. Från och med 2 januari 2023 kommer Stålmängden att löpande minska med tre procent per år, där viktreduceringen appliceras dagligen, med följderna att från och med 2 januari 2023 kommer Stålmängden att reduceras dagligen genom multiplicering av föregående dags Stålmängd med 0,97^(1/365) (respektive under skottår: Stålmängden reduceras genom multiplicering av föregående dags Stålmängd med 0,97^(1/366)).</p> <p>Under alternativet Stålvaror kan ett specifikt antal sådana stålvaror väljas bland ett urval av olika stålvaror. Av det följer att ett sådant antal STEELCOINS måste återlämnas till Emittenten</p>
-----------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>för den samlade Stålmängd för den dag då alternativet väljs motsvarande den samlade faktiska vikten för de valda stålvarorna. De valda stålvarorna måste sedan hämtas vid utvalda hämtningsplatser. Under alternativet Stålvaror måste minst en (1) STEELCOIN återlämnas.</p> <p>Kontantutbetalningen (i euro) under Kontantalternativet ("Säljpris") beräknas genom multiplikering av respektive Stålmängd för den dag då Kontantalternativet väljs med det "Färdiga stål-värdet". Det Färdiga stål-värdet är en faktor som omfattar <i>bland annat</i> vissa genomsnittspriser till vilka FRANKSTAHL och/eller Emittenten och/eller andra lokala eller internationella stålhandlare lagt inköpsorder för lagerhållning i vissa färdigt stål-produktgrupper under en period på 64 kalenderdagar före den dag Kontantalternativet åberopas och beräknas med hjälp av en komplex formel. Säljpriset anges i euro. Investerare kan föreslå ett högre försäljningspris för vilket de är villiga att återlämna STEELCOINS genom att föreslå ett sådant pris via webbplatsen. Emittenten är dock inte skyldig att acceptera ett sådant högre försäljningspris. Under Kontantalternativet måste minst 0,01 STEELCOIN återlämnas.</p> <p>De rättigheter som är förenade med STEELCOINS kan endast utövas via Emittentens webbplats https://www.steelcoin.com ("Webbplatsen").</p> <p>Ingen senioritet</p> <p>STEELCOINS är direkta, oprioriterade obligationer utan säkerhet, utfärdade av Emittenten till investerare som rankas <i>jämbördigt</i> med varandra och med Emittentens alla andra skulder utan säkerhet, under förutsättning att inga andra av Emittentens sådana skulder uttryckligen är mer seniora än de anspråk som investerare gör under tillämpliga lagar och föreskrifter, i synnerhet insolvenslagstiftning.</p> <p>I händelse att Emittenten hamnar på obestånd har investerarna endast rättigheter som fordringsägare. Investerare har ingen rätt till segregering eller avskiljning, och deras anspråk på Emittenten är heller inte prioriterade eller förknippade med säkerhet.</p> <p>Överförbarhet</p> <p>STEELCOINS kan, med beaktande av tillämpliga lagar och föreskrifter, överföras fritt. Delar av STEELCOINS kan överföras, där den minsta delen ska vara 0,000000000000000001 STEELCOIN. All överföring av en STEELCOIN (eller del därav) kräver dock en överföring i Blockkedjan ("Överföring"). All överföring, även i synnerhet, anspråk enligt alternativet Stålvaror eller Kontantalternativet, kommer att generera en "Gas Fee" som ska betalas av investerare i Ether (ETH, Blockkedjans egen valuta). Om Investeraren vill göra en Överföring måste denne därför ha motsvarande belopp ETH för att betala den Gas Fee som Överföringen ger upphov till. Emittenten kan inte påverka det belopp som ska betalas för Gas Fee.</p>
b)	<p>Var kommer värdepapperen att handlas?</p> <p>Vid datum för Prospektet har Emittenten inte för avsikt att upprätta eller initiera en marknadsp plats där STEELCOINS kan handlas av investerare, eller ansöka om att STEELCOINS ska tas upp till handel på en reglerad marknad, en multilateral handelsplattform, en organiserad handelsplattform eller någon annan marknad som lyder under motsvarande reglering. Emittenten förbehåller sig dock rätten att göra det i framtiden.</p>
c)	<p>Omfattas värdepapperen av en garanti?</p> <p>STEELCOINS omfattas inte av någon garanti.</p>
d)	<p>Vilka nyckelrisker är specifika för värdepapperen?</p> <p>Försäljningspriset kanske inte motsvarar utvecklingen för priser på stålmarknaden</p> <p>Försäljningspriset kommer att vara volatilt</p> <p>Intresserade investerare kan ta miste på det aktuella värdet för en STEELCOIN eller dess framtida utveckling då den Erbjudna teckningskursen bestäms</p> <p>Teckningskursen kan vara betydligt högre än Försäljningspriset vid teckningstillfället Emittenten kanske inte kan beräkna det Färdiga stål-värdet, och därmed inte heller Försäljningspriset</p> <p>En Investerare kan förlora tillgången till sina STEELCOINS på grund av en förlust av (tillgång till) Investerarens plånbok och/eller den privata nyckeln</p>

Förlust av Emittentens privata nyckel kan göra Emittenten oförmögen att agera och/eller göra att denne förlorar kontroll över det smarta kontrakt som ligger till grund för STEELCOINS

STEELCOINS kan gå förlorade till hackare

STEELCOINS kan gå förlorade på grund av Blockkedjans "finalitet"

STEELCOINS kan gå förlorade på grund av programvarusårbarheter i den underliggande programvarutillämpningen, det underliggande smarta kontraktet och blockkedjans infrastruktur (d.v.s. Ethereum-nätverket)

Avsnitt D – Nyckelinformation om erbjudandet av värdepapper till allmänheten och/eller upptagandet till handel på en reglerad marknad

a) På vilka villkor och enligt vilken tidsplan kan jag investera i detta värdepapper?

STEELCOINS (eller delar därav. Minsta del: 0,0001 STEELCOIN) kan tecknas av intresserade investerare från och med startdatum för emissionen, vilket förväntas vara mellan 22 september 2022 och 30 september 2022 (i båda fall inklusive båda dagarna) och kommer att publiceras av Emittenten på Webbplatsen, tills Prospektets giltighetstid går ut, senast den 21 september 2023. Emittenten förbehåller sig rätten att när som helst, enligt eget gottfinnande, korta eller avsluta erbjudandetiden, (särskilt vid fullteckning av STEELCOINS). Teckningsprocessen är elektronisk och hanteras enbart på Webbplatsen.

Emissionskursen för STEELCOINS är inte fast. I stället ska en intresserad investerare lämna ett bud ("**Investerares bud**") för teckning av (eller del av) en eller flera STEELCOINS ("**Emitterade STEELCOINS**") till ett eurobelopp per STEELCOIN som anges av den intresserade investeraren ("**Erbjuden teckningskurs**"), vilken inte får överstiga 5.400 euro per STEELCOIN (maximal teckningskurs per STEELCOIN). Erbjuden teckningskurs multiplicerat med Emitterade STEELCOINS måste vara minst 50 euro (minsta investeringsbelopp enligt teckningserbjudandet) och den minsta del som kan tecknas är 0,0001 STEELCOIN.

Emittenten kan enligt eget gottfinnande acceptera investerarens erbjudande helt eller delvis (d.v.s. endast med ett reducerat antal STEELCOINS eller del därav, men inte till en kurs annan än den Erbjudna teckningskursen) eller omedelbart avvisa det.

Om Investerarens anbud accepteras (helt eller delvis) av Emittenten ("**Teckningsanbud**") tecknar den intresserade investeraren ett sådant antal STEELCOINS (eller del därav) som accepterats av Emittenten ("**Accepterade STEELCOINS**") och ska omedelbart betala det belopp som resulterar av multiplikation av Accepterade STEELCOINS med Erbjuden teckningskurs ("**Teckningsbelopp**") med någon av de erbjudna betalningsmetoderna. Förutom i vissa undantagsfall ska alla betalningar gjorda till Emittenten komma från konton i EU och/eller EES.

Efter fullständig betalning av Teckningsbeloppet ska den intresserade investeraren uppge den offentliga adress i Blockkedjan som Accepterade STEELCOINS ska överföras till ("**Leveransadress**") och kan ge Emittenten i uppdrag att emittera Accepterade STEELCOINS. Inom 24 timmar efter mottagning av Leveransadressen från Emittenten kommer Emittenten att emittera Accepterade STEELCOINS genom att skapa dem i Blockkedjan och därefter överföra dem till Leveransadressen ("**Emission av Accepterade STEELCOINS**"). Avgiften för emission av Accepterade STEELCOINS (Gas fee) betalas i Blockkedjans egen valuta Ether [ETH] av Emittenten. Emission av Accepterade STEELCOINS till den intresserade investeraren görs efter fullständig betalning av Teckningsbeloppet. Om betalning av hela Teckningsbeloppet inte görs inom den tidsrymd som anges för sådan betalning på webbplatsen kommer Teckningsanbudet att annulleras.

Om en betalning av Teckningsbeloppet återkallas eller annulleras av någon anledning ska investeraren återlämna Accepterade STEELCOINS till Emittenten och Emittenten kommer att bränna de Accepterade STEELCOINS inom sju (7) dagar efter mottagandet.

Emittenten uppskattar att den totala kostnaden för emissionen kommer att vara upp till 2.000.000 euro.

	<p>Investerare kan behöva betala de vanliga transaktionsavgifterna vid betalning av Teckningsbeloppet till Emittenten.</p> <p>Vid datum för Prospektet har Emittenten inte tecknat några distributionsavtal, men har rätt att teckna sådana avtal i framtiden.</p>
b)	<p>Vem är erbjudaren och/eller den person som ansöker om upptagande till handel?</p> <p>Emittenten är erbjudare av STEELCOINS. STEELCOINS är inte upptagna till handel på en reglerad marknad. Se punkt C.b) i den här Sammanfattningen.</p>
c)	<p>Varför upprättas detta prospekt?</p> <p>Den här Emittenten har för avsikt att erbjuda STEELCOINS, värdepapper enligt definitionen i Artikel 2 a) i EUs Prospektförordning, till allmänheten enligt definitionen i Artikel 2 d) i EUs Prospektförordning ("Erbjudande"). Det sammanlagda beloppet för Erbjudandet kommer sannolikt att överstiga de tröskelvärden som stipuleras i Artikel 1 § 3 i EUs Prospektförordning och avsnitt 12 i Österrikes kapitalmarknadslag 2019 (<i>Kapitalmarktgesetz 2019</i>). Ett undantag enligt Artikel 1 § 4 i EUs Prospektförordning är inte tillämpligt. Därför ska Emittenten göra Erbjudandet först efter att detta Prospekt har publicerats.</p> <p>Nettobeloppet som tas in via Erbjudandet ska användas för Emittentens löpande affärsverksamhet, med syfte att generera egna vinster i handel med stål eller andra aktiviteter enligt Emittentens gottfinnande. Investerare tar inte del av sådana vinster eftersom STEELCOINS är direkta, oprioriterade obligationer utan säkerhet, utfärdade av Emittenten. Emittentens verksamhetsaktiviteter ska omfatta handel med stålprodukter med tredje part (andra grossister, handlare, stålverk, stora stålkonsumenter) och/eller förvärv av eget lager av stål och/eller företagsandelar där Emittenten också kan bibehålla likviditet i form av bankkonton och penningmarknadsinstrument, och behöver inte använda hela intäkten från emissionen. Emittenten kan dock även bedriva ytterligare eller annan affärsverksamhet och även frånträda aktuell och/eller planerad verksamhet i framtiden.</p> <p>Eftersom Emittenten inte kan bestämma emissionspriset för STEELCOINS (se punkt D.a) i den här Sammanfattningen) och det här priset kan fluktuera kraftigt över tiden, är det inte möjligt för Emittenten att med säkerhet uppskatta intäkterna från emissionen av de upp till 18.000 STEELCOINS som omfattas av detta Prospekt. Den teoretiska maximalintäkten från emissionen, d.v.s. om alla 18.000 STEELCOINS som omfattas av Prospektet skulle tecknas till det maximala teckningspriset på 5.400 euro per STEELCOIN, skulle vara 97,2 miljoner euro brutto, eller med beaktande av de uppskattade totalkostnaderna nämnda ovan, 95,2 miljoner euro netto. Investerare/innehavare av STEELCOINS tar inte del av intäkterna från Emittentens affärsverksamhet.</p> <p>Erbjudandet omfattas inte av något garantiavtal med ett fast åtagande: Emittenten emitterar STEELCOINS helt på egen hand via webbplatsen.</p> <p>Marcel Javor, en av Emittentens företagsledare (<i>Geschäftsführer</i>), är även VD för Emittentens enda aktieägare FRANKSTAHL och (indirekt) den enda faktiska ägaren av Emittenten och FRANKSTAHL. Därför kan intressekonflikter uppstå mellan Emittenten, dess aktieägare FRANKSTAHL och den enda faktiska ägaren.</p>

Annex K

German translation / *Deutsche Übersetzung*

I. ZUSAMMENFASSUNG

Abschnitt A – Einführung, mit Warnhinweisen	
<p><i>Diese Zusammenfassung sollte als Einleitung zu diesem Prospekt (wie unten definiert) verstanden werden.</i></p> <p><i>Bei der Entscheidung, in die Wertpapiere zu investieren, sollten sich Anleger auf den Prospekt als Ganzes stützen.</i></p> <p><i>Anleger, die in die Wertpapiere investieren, können das gesamte angelegte Kapital oder einen Teil davon verlieren.</i></p> <p><i>Wenn vor einem Gericht Ansprüche aufgrund der in diesem Prospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger nach nationalem Recht die Kosten für die Übersetzung dieses Prospekts vor Prozessbeginn zu tragen haben.</i></p> <p><i>Zivilrechtlich haften nur diejenigen Personen, die diese Zusammenfassung samt etwaiger Übersetzung davon vorgelegt und übermittelt haben, und dies auch nur für den Fall, dass diese Zusammenfassung, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, irreführend, unrichtig oder widersprüchlich ist oder dass sie, wenn sie zusammen mit den anderen Teilen des Prospekts gelesen wird, nicht die Basisinformationen vermittelt, die in Bezug auf die Wertpapiere für die Anleger eine Entscheidungshilfe darstellen würden.</i></p>	
a)	<p>Name und internationale Wertpapier-Identifikationsnummer ("ISIN") der Wertpapiere</p> <p>Dieser Prospekt ("Prospekt") bezieht sich auf die Ausgabe von STEELCOINS, bei denen es sich um übertragbare Inhaberpapiere in Form von ERC-20-Token auf der "Ethereum"-Blockchain handelt, die keine Fälligkeit und keine Verzinsung aufweisen, sondern jederzeit nach Wahl des Inhabers entweder gegen physische Erfüllung gegen eine bestimmte Menge an Stahlwaren (die im Laufe der Zeit abnimmt) oder gegen Barausgleich in EUR zurückgegeben werden können ("STEELCOINS", und jeweils ein "STEELCOIN"). Die ISIN der STEELCOINS lautet: ATSTEELCOIN5.</p>
b)	<p>Identität und Kontaktdaten des Emittenten, einschließlich der Rechtsträgerkennung ("LEI")</p> <p>FS Steel-Products GmbH ("Emittent"; LEI: 529900OX94239BUDFN51) ist eine nach dem Recht der Republik Österreich gegründete und gültig bestehende Gesellschaft mit beschränkter Haftung mit Sitz in Wien, Österreich, und Unternehmenssitz in der Praterstraße 15/3/17, 1020 Wien, Österreich (Telefon: +43 50 5030; Website: https://www.steelcoin.com). Die Emittentin ist im Firmenbuch des Handelsgerichts Wien unter der Firmenbuchnummer FN 579306 x eingetragen und ist auch unter dem Namen STEELCOIN tätig.</p>
c)	<p>Identität und Kontaktdaten des Anbieters, einschließlich der LEI, falls der Anbieter Rechtspersönlichkeit hat, oder der die Zulassung zum Handel auf einem geregelten Markt beantragenden Person</p> <p>Siehe Punkt A.b) in dieser Zusammenfassung.</p>
d)	<p>Identität und Kontaktdaten der zuständigen Behörde, die den Prospekt billigt, und der zuständigen Behörde, die das Registrierungsformular oder das einheitliche Registrierungsformular gebilligt hat, sofern sie nicht mit der erstgenannten Behörde identisch ist</p> <p>Die österreichische Finanzmarktaufsichtsbehörde (die "FMA"), Otto-Wagner-Platz 5, A-1090 Wien (Telefon: +43 1 249 59-0; Website: www.fma.gv.at) hat diesen Prospekt in ihrer Eigenschaft als zuständige Behörde für Österreich gemäß der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017 in der jeweils geltenden Fassung (die "EU-Prospektverordnung") und gemäß dem österreichischen Kapitalmarktgesetz 2019 gebilligt.</p>

e)	Das Datum der Billigung des Prospekts
	Dieser Prospekt wurde am 21. September 2022 gebilligt.

Abschnitt B – Basisinformationen über den Emittenten

a)	Wer ist der Emittent der Wertpapiere?
	<p>Sitz und Rechtsform des Emittenten, seine LEI, für ihn geltendes Recht und Land der Eintragung</p> <p>Siehe Punkt A.b) in dieser Zusammenfassung.</p>
	<p>Haupttätigkeiten</p> <p>Der Unternehmensgegenstand der Emittentin, wie er unter Drittens der Errichtungserklärung angegeben ist, umfasst:</p> <ul style="list-style-type: none"> • den Handel mit Metallwaren und Baustoffe; • alle Geschäfte und Maßnahmen, die zur Erreichung des Gesellschaftszweckes förderlich erscheinen. <p>Der Handel mit Stahl sowie die Emission und die Erfüllung der mit den STEELCOINS verbundenen Verpflichtungen der Emittentin ist der primäre Unternehmenszweck der Emittentin. Strategisches Ziel der Emittentin ist es, mit der Emission von STEELCOINS eine neue Facette des klassischen Stahlhandels zu etablieren, die sowohl für die Spekulation als auch zur Erzielung von Hedgingeffekten durch Stahlkunden von Interesse ist. Als Stahlhändler kann die operative Tätigkeit der Emittentin den Handel mit Stahlprodukten mit Dritten (anderen Großhändlern, Händlern, Stahlwerken, großen Stahlkunden) umfassen. Die Emittentin verfügt über eine gültige Gewerbeberechtigung (<i>Gewerbeinformationssystem Austria</i> [GISA] Nummer 34882627). Die Emittentin kann sich (muss dies aber nicht) auch in der Zukunft gegen Preissteigerungen und Risiken absichern und entsprechende Geschäfte abschließen. Die Emittentin kann in Zukunft eigene Stahllager errichten oder erwerben und auch Unternehmen oder Beteiligungen an Unternehmen erwerben und veräußern. Die Geschäftstätigkeit der Emittentin ist nicht auf den europäischen Markt beschränkt, sondern kann Handels- und Geschäftspartner weltweit umfassen. Marktentwicklungen und Marktpreise werden einen wesentlichen Einfluss darauf haben, wie die Emittentin ihre Geschäftstätigkeit ausübt. Darüber hinaus werden auch die Entwicklung der STEELCOINS und die Anzahl der emittierten STEELCOINS sowie das Verhalten der Anleger bei der Rückgabe von STEELCOINS die Geschäftsentscheidungen der Emittentin beeinflussen. Die Emittentin ist als operativ tätige Gesellschaft keiner bestimmten Strategie verpflichtet. Die Emittentin ist insbesondere nicht verpflichtet, einen eigenen Bestand an Stahlprodukten (oder anderen Produkten) zu halten oder eine bestimmte Investment- oder Hedgingstrategie anzuwenden, sondern kann die Emissionserlöse nach eigenem Ermessen für eigene Rechnung verwenden. Die Emittentin kann ihre Geschäftstätigkeit in Zukunft ändern und kann – nach eigenem Ermessen und dem Ermessen ihres (einzigen) Gesellschafters – zusätzliche oder andere Aktivitäten verfolgen und/oder die derzeitigen und/oder geplanten Geschäftsaktivitäten aufgeben.</p>
	<p>(Direkte und indirekte) Gesellschafter</p> <p>Alleingesellschafterin der Emittentin ist die FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("FRANKSTAHL"), eine nach dem Recht der Republik Österreich gegründete und gültig bestehende Gesellschaft mit beschränkter Haftung mit Sitz in Wien, Österreich, und der Geschäftsanschrift Esteplatz 6, 1030 Wien, Österreich, eingetragen im Firmenbuch des Handelsgerichts Wien unter der Firmenbuchnummer FN 142511 a.</p> <p>Alleingesellschafterin der FRANKSTAHL ist die Javor Unternehmensbeteiligungsges.m.b.H., eine nach dem Recht der Republik Österreich gegründete und gültig bestehende Gesellschaft mit beschränkter Haftung, mit Sitz in Wien, Österreich, und der Geschäftsanschrift Esteplatz 6, 1030 Wien, Österreich, eingetragen im Firmenbuch des Handelsgerichts Wien unter der Firmenbuchnummer FN 200305 t.</p>

Die Javor Unternehmensbeteiligungsges.m.b.H. befindet sich vollständig im Besitz von Herrn Marcel Javor, geboren am 17. Oktober 1974, der somit der wirtschaftliche Eigentümer der Emittentin ist.

Geschäftsführung

Die Geschäftsführung der Emittentin besteht derzeit aus den folgenden Geschäftsführern:

- Marcel Javor, geboren am 17. Oktober 1974; und
- Ronald Nagy, geboren am 7. Dezember 1973.

Identität des Abschlussprüfers

Die Emittentin hat die BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft mit Sitz in Wien, Österreich, und der Geschäftsanschrift Am Belvedere 4, 1100 Wien, Österreich, eingetragen im Firmenbuch des Handelsgerichts Wien unter der Firmenbuchnummer FN 96046 w ("**BDO**"), als Prüfer der (i) Eröffnungsbilanz der Emittentin zum 31. März 2022 ("**Eröffnungsbilanz**") und (ii) des unkonsolidierten Zwischenabschlusses ("**Zwischenabschluss**") für den Zeitraum vom 1. April 2022 bis zum 15. August 2022, die beide in Übereinstimmung mit den in Österreich gültigen Grundsätzen ordnungsgemäßer Buchführung ("**GAAP**") erstellt wurden, beauftragt. BDO hat am 26. August 2022 einen uneingeschränkten Bestätigungsvermerk zur Eröffnungsbilanz und am 26. August 2022 einen uneingeschränkten Bestätigungsvermerk für den Zwischenabschluss erteilt.

BDO ist Mitglied sowohl des Instituts der Wirtschaftsprüfer in Österreich als auch der Kammer der Steuerberater und Wirtschaftsprüfer in Österreich.

b) Was sind die wesentlichsten finanziellen Informationen über den Emittenten?

Die Informationen in den nachfolgenden Tabellen wurden der Eröffnungsbilanz und dem Zwischenabschluss für die angegebenen Daten/Zeiträume entnommen und stellen lediglich eine Zusammenfassung dieser dar. Die Angaben in den nachfolgenden Tabellen sind zusammen mit den im gesamten Prospekt enthaltenen Informationen zu lesen, insbesondere mit den Informationen in der Eröffnungsbilanz und im Zwischenabschluss, die in Teil VII (*Annexes*) des Prospekts enthalten sind.

Gewinn- und Verlustrechnung (geprüft)	<u>1. April 2022 – 15. August 2022</u> (in EUR)	
Sonstige betriebliche Aufwendungen		- 11.617,16
Betriebsergebnis		- 11.617,16
Ergebnis vor Steuern		- 11.617,16
Ergebnis nach Steuern		- 11.617,16
Jahresfehlbetrag		- 11.617,16
Bilanzverlust		- 11.617,16

Bilanz (geprüft)	<u>15. August 2022</u> <u>31. März 2022</u>	
	(in EUR)	
Aktiva		
<i>Umlaufvermögen</i>	<i>1.790.182,84</i>	<i>100.000,00</i>
Forderungen und sonstige Vermögenswerte	1.359,50	0
Guthaben bei Kreditinstituten	1.788.823,34	100.000,00
Bilanzsumme	1.790.182,84	100.000,00
Eigenkapital und Verbindlichkeiten		
<i>Eigenkapital</i>	<i>1.788.382,84</i>	<i>100.000,00</i>
Stammkapital	100.000,00	100.000,00
Kapitalrücklagen	1.700.000,00	0
Bilanzverlust	- 11.617,16	0
<i>Rückstellungen</i>	<i>1.800,00</i>	<i>0</i>

	Sonstige Rückstellungen	1.800,00	0
	Bilanzsumme	1.790.182,84	100.000,00

c)	Was sind die zentralen Risiken, die für den Emittenten spezifisch sind?
	<p>Die Emittentin ist in einem sehr großen Ausmaß von FRANKSTAHL abhängig</p> <p>Die Emittentin verfügt über kein eigenes Personal und ist möglicherweise nicht in der Lage, eigenes Personal, insbesondere Personal in Schlüsselpositionen, und das für ihre Tätigkeit erforderliche Know-how aufzubauen</p> <p>Die Emittentin ist möglicherweise nicht in der Lage, die für die Erfüllung ihrer Verpflichtungen aus den STEELCOINS und/oder ihrer physischen Absicherung erforderlichen Stahlprodukte überhaupt (Verfügbarkeitsrisiko) und/oder zu wirtschaftlich angemessenen Bedingungen (Preisvolatilitätsrisiko) zu erwerben</p> <p>Die Emittentin ist möglicherweise nicht in der Lage, die Stahlprodukte im Rahmen der Stahlwarenoption zu liefern, weil die Stahlprodukte nicht verfügbar sind oder die Emittentin die Stahlwaren nicht rechtzeitig oder überhaupt nicht zur Verfügung zu stellen kann</p> <p>Die Fähigkeit der Emittentin, den Barausgleich im Rahmen der Baroption zu zahlen, ist nicht gesichert</p>

Abschnitt C – Basisinformationen über die Wertpapiere	
a)	Welches sind die wichtigsten Merkmale der Wertpapiere?
	<p>Art, Gattung und ISIN der STEELCOINS</p> <p>Die STEELCOINS sind übertragbare Inhaberwertpapiere mit der ISIN ATSTEELCOIN5, die in Form von ERC-20-Token auf der "Ethereum"-Blockchain ("Blockchain") ausgegeben werden. Es gibt keine verschiedenen Gattungen von STEELCOINS.</p> <p>Währung, Stückelung, Nennwert, Anzahl der begebenen Wertpapiere und Laufzeit der Wertpapiere</p> <p>Die STEELCOINS lauten nicht auf eine bestimmte Währung. Die Ausgabe von STEELCOINS erfolgt jedoch gegen Zahlung in Euro.</p> <p>Die Mindeststückelung (= kleinste übertragbare Einheit) eines STEELCOINS beträgt 0,000000000000000001 STEELCOIN. Die kleinste Einheit eines STEELCOIN, die bei der Emittentin gezeichnet werden kann, ist jedoch 0,0001 STEELCOIN. Für die Rückgabe von STEELCOINS an die Emittentin sind mindestens 0,01 STEELCOIN für die Baroption (wie im Abschnitt "<i>Mit den STEELCOINS verbundene Rechte</i>" definiert) oder ein (1) STEELCOIN für die Stahlwarenoption (wie im Abschnitt "<i>Mit den STEELCOINS verbundene Rechte</i>" unten definiert) erforderlich.</p> <p>Die STEELCOINS haben keinen Nennwert.</p> <p>Unter diesem Prospekt werden bis zu 18.000 STEELCOINS ausgegeben. Weitere STEELCOINS können in Zukunft ausgegeben werden.</p> <p>Die STEELCOINS haben keine bestimmte Laufzeit / Fälligkeit. Ab dem 2. Januar 2023 wird der Stahlbetrag (wie im Abschnitt "<i>Mit den STEELCOINS verbundene Rechte</i>" unten definiert) jedoch jedes Jahr um 3 % reduziert (berechnet auf Tagesbasis im Vergleich zum Vortag; d. h. degressive Reduzierung). So beträgt der Stahlbetrag am 31. Dezember 2022 beispielsweise ca. 395,69 kg (im Vergleich zu 1.814,39 kg bis einschließlich 1. Januar 2023). Im Rahmen der Stahlwarenoption führt dies dazu, dass sich das Gewicht der Stahlwaren, die pro STEELCOIN bezogen werden können, verringert (bzw die Anzahl der STEELCOINS erhöht, die erforderlich ist, um eine bestimmte Menge an Stahlwaren zu erhalten). Bei der Baroption ist dies ein Faktor, der den Verkaufspreis reduziert.</p>

Mit den STEELCOINS verbundene Rechte

STEELCOINS können jederzeit an die Emittentin nach Wahl des Inhabers entweder gegen eine bestimmte Menge bestimmter physischer Stahlwaren in kg ("**Stahlwarenoption**") oder gegen Barausgleich in Euro ("**Baroption**") zurückgegeben werden.

Sowohl die Stahlwarenoption als auch die Baroption sind an ein bestimmtes Gewicht an Stahlwaren gebunden, das im Laufe der Zeit wie folgt verringert wird (jeweils der "**Stahlbetrag**"): Bis einschließlich 1. Januar 2023 beträgt der Stahlbetrag 1.814,39 kg Stahlwaren pro STEELCOIN; ab dem 2. Januar 2023 wird der Stahlbetrag kontinuierlich um 3 % pro Jahr reduziert, wobei die Gewichtsreduzierung täglich angewendet wird, sodass sich der Stahlbetrag ab dem 2. Januar 2023 jeden Tag durch Multiplikation des Stahlbetrags des Vortags mit $0,97^{(1/365)}$ verringert (bzw in Schaltjahren: der Stahlbetrag wird durch Multiplikation des Stahlbetrags des Vortags mit $0,97^{(1/366)}$ verringert).

Bei der Stahlwarenoption kann aus einer Auswahl bestimmter Stahlwaren eine bestimmte Anzahl solcher Stahlwaren ausgewählt werden. Anschließend muss eine solche Anzahl von STEELCOINS an die Emittentin zurückgegeben werden, deren aggregierter Stahlbetrag am Tag der Ausübung der Option dem aggregierten tatsächlichen Gewicht der ausgewählten Stahlwaren entspricht. Die ausgewählten Stahlwaren müssen dann an ausgewählten Abholstellen abgeholt werden. Im Rahmen der Stahlwarenoption muss mindestens ein (1) STEELCOIN zurückgegeben werden.

Der im Rahmen der Baroption zu zahlende Barausgleich (in Euro) ("**Verkaufspreis**") wird durch Multiplikation des jeweiligen Stahlbetrags am Tag der Ausübung der Baroption mit dem "**Fertigstahlwert**" berechnet. Der Fertigstahlwert ist ein Faktor, der unter anderem bestimmte Durchschnittspreise berücksichtigt, zu denen FRANKSTAHL und/oder die Emittentin und/oder andere einheimische oder internationale Stahlhändler während eines Zeitraums von 64 Kalendertagen vor Ausübung der Baroption Kaufaufträge zur Bevorratung bestimmter Fertigstahlproduktgruppen erteilt haben, und wird durch Anwendung einer komplexen Formel berechnet. Der Verkaufspreis wird in EUR angegeben. Die Anleger können einen höheren Verkaufspreis vorschlagen, zu dem sie bereit sind, STEELCOINS zurückzugeben, indem sie diesen Preis über die Website vorschlagen. Die Emittentin ist jedoch nicht verpflichtet, einen solchen höheren Verkaufspreis zu akzeptieren. Bei der Baroption müssen mindestens 0,01 STEELCOIN zurückgegeben werden.

Die mit den STEELCOINS verbundenen Rechte können nur über die Website der Emittentin <https://www.steelcoin.com> ("**Website**") ausgeübt werden.

Keine Vorrangigkeit

STEELCOINS sind unmittelbare, unbesicherte, nicht nachrangige Verpflichtungen der Emittentin gegenüber den Anlegern, die untereinander und mit allen anderen unbesicherten Verbindlichkeiten der Emittentin gleichrangig sind, solange diese anderen Verbindlichkeiten der Emittentin nach den anwendbaren Gesetzen und Vorschriften, insbesondere den Insolvenzgesetzen, nicht ausdrücklich vorrangig gegenüber den Ansprüchen der Anleger sind.

Im Falle der Insolvenz der Emittentin stehen den Anlegern nur Gläubigerrechte zu. Die Anleger haben keinen Anspruch auf Aussonderung oder Absonderung und ihre Ansprüche gegen die Emittentin sind auch nicht vorrangig und nicht besichert.

Übertragbarkeit

STEELCOINS sind, vorbehaltlich der geltenden Gesetze und Vorschriften, grundsätzlich frei übertragbar. Teile von STEELCOINS können übertragen werden, wobei der kleinste Teil 0,000000000000000001 STEELCOIN beträgt. Jede Übertragung eines STEELCOINS (oder eines Teils davon) erfordert jedoch eine Übertragung auf der Blockchain ("**Übertragung**"). Bei jeder Übertragung, wozu auch die Ausübung der Stahlwarenoption und die Ausübung der Baroption zählen, fallen "Gasgebühren" (gas fees) an, die vom Anleger in Ether (ETH, die native Währung der Blockchain) zu zahlen sind. Wenn ein Anleger eine Übertragung durchführen will, muss er

	über die entsprechende Menge an ETH verfügen, um die für die Übertragung anfallenden Gasgebühren zu bezahlen. Die Emittentin hat keinen Einfluss auf die Höhe der zu zahlenden Gasgebühren.
b)	Wo werden die Wertpapiere gehandelt?
	Die Emittentin beabsichtigt zum Datum des Prospekts nicht, einen Marktplatz einzurichten oder zu initiieren, auf dem die STEELCOINS von den Anlegern gehandelt werden können, oder die Zulassung der STEELCOINS zum Handel auf einem geregelten Markt, einem multilateralen Handelssystem, einem organisierten Handelssystem oder einem anderen Markt, der einer ähnlichen Regulierung unterliegt, zu beantragen oder zu erhalten. Die Emittentin behält sich jedoch das Recht vor, dies in Zukunft zu tun.
c)	Wird für die Wertpapiere eine Garantie gestellt?
	Für die STEELCOINS wird keine Garantie gestellt.
d)	Welches sind die zentralen Risiken, die für die Wertpapieren spezifisch sind?
	<p>Der Verkaufspreis spiegelt möglicherweise nicht die Entwicklung der Preise an den Stahlmärkten wider</p> <p>Der Verkaufspreis wird volatil sein</p> <p>Interessierte Anleger könnten bei der Festlegung des angebotenen Zeichnungspreises über den aktuellen Wert eines STEELCOINS oder seine zukünftige Entwicklung irren</p> <p>Der für den Zeitpunkt der Zeichnung gültige Verkaufspreis kann möglicherweise erheblich höher sein als Zeichnungspreis</p> <p>Die Emittentin könnte möglicherweise nicht in der Lage sein, den Fertigstahlwert und damit auch den Verkaufspreis zu berechnen</p> <p>Ein Anleger könnte den Zugang zu seinen STEELCOINS verlieren, wenn er seine Wallet und/oder seinen privaten Schlüssel (oder jeweils den Zugang dazu) verliert</p> <p>Der Verlust des privaten Schlüssels der Emittentin würde zur Handlungsunfähigkeit der Emittentin und/oder zum Verlust der Kontrolle über die Funktionen des "Smart Contracts" führen, der den STEELCOINS zugrunde liegt</p> <p>STEELCOINS könnten an Hacker verloren gehen</p> <p>STEELCOINS könnten aufgrund der "Endgültigkeit" der Blockchain verloren gehen</p> <p>Möglicherweise können STEELCOINS aufgrund von Software-Schwachstellen der zugrundeliegenden Software-Anwendung, des zugrundeliegenden "Smart Contracts" und der Blockchain-Infrastruktur (d.h. dem Ethereum Netzwerk) verloren gehen</p>

Abschnitt D – Basisinformationen über das öffentliche Angebot von Wertpapieren und/oder die Zulassung zum Handel an einem geregelten Markt

a)	Zu welchen Konditionen und nach welchem Zeitplan kann ich in dieses Wertpapier investieren?
	<p>Interessierte Anleger können die STEELCOINS (oder Bruchteile davon; kleinste zeichenbare Einheit: 0,0001 STEELCOIN) ab dem Emissionsbeginn, der voraussichtlich zwischen dem 22. September 2022 und dem 30. September 2022 (jeweils inklusive der genannten Tage) liegen und von der Emittentin auf der Website veröffentlicht wird, bis zum Ablauf der Gültigkeit dieses Prospekts spätestens am 21. September 2023 gezeichnet werden. Die Emittentin behält sich das Recht vor, den Angebotszeitraum jederzeit nach eigenem Ermessen zu verkürzen oder zu beenden (insbesondere im Falle einer kompletten Platzierung der STEELCOINS). Der Zeichnungsvorgang erfolgt ausschließlich elektronisch über die Website.</p> <p>Die STEELCOINS haben keinen fixen Ausgabepreis. Vielmehr kann ein interessierter Anleger ein Angebot ("Angebot des Anlegers") zur Zeichnung eines oder mehrerer STEELCOINS (oder eines Bruchteils eines STEELCOIN) ("Angebotene STEELCOINS") zu einem vom interessier-</p>

	<p>ten Anleger selbst festgelegten Euro-Betrag pro STEELCOIN ("Angebotener Zeichnungspreis") stellen. Der Angebotene Zeichnungspreis darf EUR 5.400 pro STEELCOIN (maximaler Ausgabepreis pro STEELCOIN) nicht überschreiten. Der Angebotene Zeichnungspreis multipliziert mit den Angebotenen STEELCOINS muss mindestens EUR 50 betragen (Mindestinvestitionsbetrag pro Zeichnungsangebot) und der kleinste Teil einer STEELCOIN, der gezeichnet werden kann, ist 0,0001 STEELCOIN.</p> <p>Die Emittentin kann das Angebot des Anlegers im eigenen Ermessen ganz annehmen oder teilweise annehmen (d.h. nur mit einer reduzierten Anzahl von STEELCOINS oder Teilen davon, jedoch nicht zu einem anderen Preis als dem Angebotenen Zeichnungspreis) oder sofort ablehnen.</p> <p>Wird das Angebot des Anlegers von der Emittentin (ganz oder teilweise) angenommen ("Zeichnungsangebot"), zeichnet der interessierte Anleger die von der Emittentin angenommene Anzahl von STEELCOINS (oder eines Teils einer STEELCOIN) ("Angenommene STEELCOINS") und muss den Betrag, der sich aus der Multiplikation der Angenommenen STEELCOINS mit dem Angebotenen Zeichnungspreis ergibt ("Zeichnungsbetrag"), unverzüglich unter Verwendung einer der angebotenen Zahlungsmethoden zahlen. Vorbehaltlich bestimmter Ausnahmen müssen alle Zahlungen, die an die Emittentin geleistet werden, von Konten innerhalb der Europäischen Union und/oder des Europäischen Wirtschaftsraums stammen.</p> <p>Nach vollständiger Zahlung des Zeichnungsbetrags wird der interessierte Anleger gebeten, eine öffentliche Adresse auf der Blockchain bekannt zu geben, an die die Angenommenen STEELCOINS übertragen werden sollen ("Lieferadresse"), und kann die Emittentin anweisen, die Angenommenen STEELCOINS auszugeben. Innerhalb von 24 Stunden nach Erhalt der Lieferadresse durch die Emittentin gibt die Emittentin die Angenommenen STEELCOINS aus, indem sie diese auf der Blockchain "minted" und anschließend an die Lieferadresse überträgt ("Ausgabe der Angenommenen STEELCOINS"). Die Emittentin trägt die Gebühr für die Ausgabe der Angenommenen STEELCOINS (Gasgebühr), zahlbar in der Blockchain-eigenen Währung Ether [ETH].</p> <p>Die Ausgabe der Angenommenen STEELCOINS an den interessierten Anleger erfolgt vorbehaltlich der vorherigen vollständigen Zahlung des Zeichnungsbetrags. Erfolgt die Zahlung des vollständigen Zeichnungsbetrages nicht innerhalb der auf der Website angegebenen Frist, wird das entsprechende Zeichnungsangebot widerrufen. Sollte eine Zahlung des Zeichnungsbetrags aus welchem Grund auch immer widerrufen oder storniert werden, muss der Anleger die Angenommenen STEELCOINS an die Emittentin zurückgeben und die Emittentin wird die entsprechenden STEELCOINS innerhalb von sieben (7) Tagen nach Erhalt "burnen".</p> <p>Die Emittentin schätzt die Gesamtkosten für die Emission auf bis zu EUR 2.000.000.</p> <p>Bei der Zahlung des Zeichnungsbetrags an die Emittentin können für Anleger übliche Transaktionsgebühren anfallen.</p> <p>Die Emittentin hat zum Datum dieses Prospekts keine Vertriebsvereinbarungen abgeschlossen. Es steht ihr jedoch frei, solche Vereinbarungen in Zukunft abzuschließen.</p>
b)	<p>Wer ist der Anbieter und/oder die die Zulassung zum Handel beantragende Person?</p> <p>Die Emittentin ist die Anbieterin der STEELCOINS. Die STEELCOINS sind nicht zum Handel an einem geregelten Markt zugelassen. Siehe Punkt C.b) dieser Zusammenfassung.</p>
c)	<p>Weshalb wird dieser Prospekt erstellt?</p> <p>Die Emittentin beabsichtigt, die STEELCOINS, bei denen es sich um Wertpapiere im Sinne des Artikels 2 lit a) der EU-Prospektverordnung handelt, öffentlich im Sinne des Artikels 2 lit d) der EU-Prospektverordnung anzubieten ("Angebot"). Der Gesamtgegenwert des Angebots wird voraussichtlich die in Artikel 1 Abs 3 der EU-Prospektverordnung und § 12 des Kapitalmarktgesetzes 2019 festgelegten Schwellenwerte überschreiten. Eine Ausnahme gemäß Artikel 1 Abs 4 der EU-Prospektverordnung ist nicht anwendbar. Die Emittentin darf das Angebot daher erst nach vorheriger Veröffentlichung dieses Prospekts vornehmen.</p>

Der durch das Angebot erzielte Nettoerlös wird für den laufenden Geschäftsbetrieb der Emittentin verwendet, um mit dem Stahlhandel oder anderen, im Ermessen der Emittentin liegenden Tätigkeiten eigene Gewinne zu erzielen. Die Anleger partizipieren an diesen Gewinnen nicht, weil STEELCOINS direkte, unbesicherte und nicht nachrangige Verbindlichkeiten der Emittentin sind. Die operative Tätigkeit der Emittentin kann den Handel mit Stahlprodukten mit Dritten (anderen Großhändlern, Händlern, Stahlwerken, großen Stahlkunden) und/oder den Erwerb von Stahlslagern und/oder Unternehmensbeteiligungen umfassen, wobei die Emittentin auch Liquidität in Form von Bankkonten und Geldmarktinstrumenten halten kann und nicht den gesamten Emissionserlös verwenden muss. Die Emittentin darf jedoch auch zusätzliche oder andere Geschäftstätigkeiten verfolgen und auch die derzeitigen und/oder geplanten Tätigkeiten in der Zukunft aufgeben.

Da die Emittentin den Preis, zu dem STEELCOINS emittiert werden, nicht bestimmen kann (siehe Punkt D.a) dieser Zusammenfassung) und dieser Preis im Laufe der Zeit erheblich schwanken kann, ist es der Emittentin nicht möglich, die Erlöse aus der Emission der bis zu 18.000 STEELCOINS, die Gegenstand dieses Prospekts sind, verlässlich zu schätzen. Der theoretisch maximal mögliche Emissionserlös aus der Emission, d.h. wenn alle 18.000 STEELCOINS unter diesem Prospekt zum maximalen Angebotenen Zeichnungspreis von EUR 5.400 pro STEELCOIN ausgegeben werden, würde sich auf EUR 97,2 Millionen brutto bzw unter Berücksichtigung der oben genannten geschätzten Gesamtkosten für die Emission auf EUR 95,2 Millionen netto belaufen. Die Anleger und Inhaber von STEELCOINS partizipieren nicht an den Erträgen aus der operativen Tätigkeit der Emittentin.

Das Angebot ist nicht Gegenstand einer Vereinbarung über eine feste Übernahmeverpflichtung: Die Emittentin emittiert die STEELCOINS ausschließlich selbst direkt über die Website.

Marcel Javor, einer der Geschäftsführer der Emittentin, ist auch Geschäftsführer der Alleingesellschafterin der Emittentin, FRANKSTAHL, und (indirekt) alleiniger wirtschaftlicher Eigentümer der Emittentin und der FRANKSTAHL. Daher können möglicherweise Interessenkonflikte zwischen der Emittentin, ihrer Gesellschafterin FRANKSTAHL und ihrem alleinigen wirtschaftlichen Eigentümer entstehen.

Annex L

Hungarian translation / *Magyar fordítás*

I. ÖSSZEFOGLALÓ

A szakasz – Figyelmeztetéseket is tartalmazó bevezető	
<p>Az összefoglalót a tájékoztató bevezető részeként kell értelmezni. (az alábbiak szerint).</p> <p>Az értékpapírokba történő befektetésről szóló döntést a tájékoztató egészének ismeretében lehet meghozni.</p> <p>Az értékpapírok befektetői elveszíthetik befektetett tőkéjük egészét vagy egy részét.</p> <p>Adott esetben azt, hogy a befektető elveszítheti a befektetett tőke egészét vagy annak egy részét, továbbá amennyiben a befektető felelőssége nem korlátozódik a befektetés összegére, hogy a befektető a befektetett tőkénél nagyobb összeget is veszíthet, megadva az ilyen lehetséges veszteség mértéké.</p> <p>Ha a tájékoztatóban foglalt információkkal kapcsolatban keresetindításra kerül sor, előfordulhat, hogy a nemzeti jogszabályok alapján a felperes befektetőnek kell viselnie a tájékoztató fordításának költségeit a bírósági eljárás megindítását megelőzően.</p>	
a)	Az értékpapír megnevezése és nemzetközi értékpapír-azonosító száma (ISIN) <p>Ez a tájékoztató ("Tájékoztató") STEELCOINS-ok kibocsátására vonatkozik, amelyek ERC-20 tokenek formájában átruházhatók, az "Ethereum" blokkláncon lévő, lejárat nélküli és kamatozással nem járó, de a tulajdonos választása szerint bármikor visszaváltható fizikai elszámolás ellenében egy bizonyos mennyiségű acéláru ellenében (idővel csökkenő) vagy euróban történő készpénzes elszámolás ellenében ("STEELCOINS" és minden egyes "STEELCOIN"). A STEELCOINS ISIN-je a következő: ATSTEELCOIN5.</p>
b)	A kibocsátó megnevezése és elérhetőségei, ideértve a jogiszemély-azonosítóját (LEI) <p>Az FS Steel-Products GmbH ("Kibocsátó"; LEI: 529900OX94239BUDFN51) az Osztrák Köztársaság joga szerint alapított és érvényesen létező korlátozott felelősségű társaság (Gesellschaft mit beschränkter Haftung), székhelye Bécs, Ausztria Praterstraße 15/3/17, 1020 Bécs, Ausztria (telefon: +43 50 5030; honlap: https://www.steelcoin.com). A kibocsátó a bécsi kereskedelmi bíróság (Handelsgericht Wien) cégjegyzékében (Firmenbuch) az FN 579306 x nyilvántartási számon szerepel. A STEELCOIN kereskedelmi név alatt is működik.</p>
c)	Adott esetben az ajánlattevő megnevezése és elérhetőségei, ideértve a jogiszemély-azonosítóját is, ha az ajánlattevő jogi személy, valamint a szabályozott piacra bevezetést kérő személy megnevezése és elérhetősége <p>Lásd ezen összefoglaló A szakasz b) pontját.</p>
d)	A tájékoztatót jóváhagyó illetékes hatóság megnevezése és elérhetőségei, továbbá, ha az előbbtől eltér, annak az illetékes hatóságnak a megnevezése, amely a regisztrációs okmányt, illetve az egyetemes regisztrációs okmányt jóváhagyta <p>Az Osztrák Pénzügyi Piaci Hatóság (Finanzmarktaufsichtsbehörde, a "FMA"), Otto-Wagner-Platz 5, A-1090 Bécs (telefon: +43 1 249 59-0; weboldal: www.fma.gv.at) az Európai Parlament és a Tanács 2017. június 14-i (EU) 2017/1129 rendelete (a továbbiakban: "EU-tájékoztatórendelet") és a 2019. évi osztrák tőkepiaci törvény (Kapitalmarktgesetz 2019) alapján, mint Ausztria illetékes hatósága jóváhagyta ezt a tájékoztatót.</p>
e)	A tájékoztató jóváhagyásának napja <p>Ezt a tájékoztatót 2022. szeptember 21-án/-én hagyták jóvá.</p>

B szakasz – A kibocsátóra vonatkozó kiemelt információk	
a)	Ki az értékpapírok kibocsátója? <p>Székhely és jogi forma, LEI, a kibocsátó működése szerinti jog és a székhelye szerinti ország</p>

Lásd ezen összefoglaló A szakaszt b) pontját.

Főtevékenységek

A Kibocsátó üzleti céljai (*Unternehmensgegenstand*) az alapszabály (*Errichtungserklärung*) harmadik részében (*Drittens*) meghatározottak szerint a következők (német eredetiből fordítva):

- fémáruk és építőanyagok kereskedelme;
- minden olyan ügylet és intézkedés, amely szükséges és hasznos a vállalat céljának eléréséhez, valamint a vállalat fejlődéséhez és gazdasági hatékonyságához.

A Kibocsátó elsődleges üzleti célja az acélkereskedelem és -kibocsátása, valamint a Kibocsátónak a STEELCOINS-hoz kapcsolódó kötelezettségeinek teljesítése. A Kibocsátó stratégiai célja, hogy a STEELCOINS kibocsátásával a klasszikus acélkereskedelem egy új aspektusát hozza létre, amely mind a spekuláció, mind az acélfogyasztók általi fedezeti hatások elérése szempontjából érdekes. Acélkereskedőként a Kibocsátó operatív tevékenységei közé tartozhat az acéltermékek kereskedelme harmadik felekkel (más nagykereskedőkkel, kereskedőkkel, acélművekkel, nagy acélfogyasztókkal). A Kibocsátó rendelkezik vonatkozó kereskedelmi engedéllyel (az ausztriai kereskedelmi információs rendszer [*Gewerbeinformationssystem Austria - GISA*] száma 34882627). A Kibocsátó fedezheti (de nem köteles) a jövőbeni áremelkedéseket és kockázatokat is, és megfelelő ügyleteket köthet. A Kibocsátó a jövőben saját raktárakat építhet vagy szerezhet, valamint vállalatokat vagy vállalati érdekeltségeket szerezhet és adhat el. A Kibocsátó üzleti tevékenysége nem korlátozódik az európai piacra, hanem világszerte kereskedelmi és üzleti partnereket is bevonhat. A piaci fejlemények és a piaci árak jelentősen befolyásolják a Kibocsátó üzleti tevékenységét. Emellett a STEELCOIN alakulása és a kibocsátott STEELCOINS-ok száma, valamint a befektetők magatartása a STEELCOINS-ok visszaváltásakor szintén befolyásolja a Kibocsátó üzleti döntéseit. A Kibocsátó mint operatív szervezet, nem kötelezi el magát egy meghatározott stratégia mellett. A Kibocsátó különösen nem köteles saját acél (vagy egyéb) termékkészletet tartani vagy meghatározott befektetési vagy fedezeti stratégiát alkalmazni, hanem a kibocsátásból származó bevételeket saját belátása szerint, saját számlájára szabadon felhasználhatja. A jövőben a Kibocsátó megváltoztathatja üzleti tevékenységét, és – saját és (egyetlen) részvényesének belátása szerint – további vagy más tevékenységeket folytathat és/vagy felhagyhat a jelenlegi és/vagy tervezett üzleti tevékenységgel.

(Közvetlen és közvetett) részvényesek

A Kibocsátó egyedüli részvényese a FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), az Osztrák Köztársaság joga szerint alapított és érvényesen létező korlátolt felelősségű társaság (*Gesellschaft mit beschränkter Haftung*), amelynek székhelye Bécs, Ausztria, irodája pedig 1030 Bécs, Ausztria, Esteplatz 6, FN 142511 a. számon bejegyezve a bécsi kereskedelmi bíróság (*Handelsgericht Wien*) cégjegyzékében.

A FRANKSTAHL egyedüli részvényese a Javor Unternehmensbeteiligungsges.m.b.H., az Osztrák Köztársaság joga szerint alapított és érvényesen létező korlátolt felelősségű társaság (*Gesellschaft mit beschränkter Haftung*), amelynek székhelye Bécs, Ausztria, irodája pedig 1030 Bécs, Ausztria, Esteplatz 6, FN 200305 t. számon bejegyezve a bécsi kereskedelmi bíróság (*Handelsgericht Wien*) cégjegyzékében (*Firmenbuch*).

A Javor Unternehmensbeteiligungsges.m.b.H. teljes egészében az 1974. október 17-én született Marcel Javor úr tulajdonában van, aki így a Kibocsátó végső gazdasági tulajdonosa.

Vezetőség

A Kibocsátó vezetősége (*Geschäftsführung*) jelenleg a következő ügyvezetőkből (*Geschäftsführer*) áll:

- Javor Marcel, született 1974. október 17-én és
- Nagy Ronald, született 1973. december 7-én.

A jog szerinti könyvvizsgálók személye

A kibocsátó a BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft-ot (a továbbiakban: BDO) jelölte ki, székhelye Bécs, Ausztria, székhelye: Am Belvedere 4, 1100 Bécs, Ausztria, bejegyezve a Bécsi Kereskedelmi Bíróság cégjegyzékében FN 96046 w számon ("BDO"), mint a Kibocsátó (i) 2022. március 31-i nyitómérlegének (*Eröffnungsbilanz*) ("nyitómérleg") és (ii) a 2022. április 1-jén kezdődő és 2022. augusztus 15-én végződő időszakra vonatkozó, nem konszolidált ideiglenes pénzügyi kimutatások ("**pénzügyi kimutatások**") könyvvizsgálója, mindkettő az Ausztriában általánosan elfogadott számviteli elvek ("**GAAP**") szerint készült. A BDO 2022. augusztus 26-án kelt, korlátozás nélküli könyvvizsgálói véleményt adott ki a nyitómérlegről és 2022. augusztus 26-án kelt, korlátozás nélküli könyvvizsgálói véleményt a pénzügyi kimutatásokról.

A BDO tagja az Ausztriai Könyvvizsgálók Intézetének (*Institut der Wirtschaftsprüfer*) és az Osztrák Adótanácsadók és Könyvvizsgálók Kamarájának (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Melyek a kibocsátóra vonatkozó kiemelt pénzügyi információk?

Az alábbi táblázatokban szereplő információk a nyitómérlegből és a pénzügyi kimutatásokból származnak, és csak összefoglaló jellegűek a feltüntetett időpontokra/időszakokra vonatkozóan. Az alábbi táblázatokban szereplő információkat a teljes Tájékoztatóban szereplő információkkal együtt kell olvasni, különösen a jelen Tájékoztató VII részében (*Annexes*) szereplő nyitómérlegben és pénzügyi kimutatásokban szereplő információkkal együtt.

Eredménykimutatás (auditált)	2022. április 1. – 2022. augusztus 15.	
	(€-ban)	
Egyéb működési kiadások		- 11.617,16
Működési eredmény		- 11.617,16
Adózás előtti eredmények		- 11.617,16
Adózás utáni eredmények		- 11.617,16
Felhalmozott veszteségek		- 11.617,16

Mérleg (auditált)	2022. augusztus 15.	2022. március 31.
	(€-ban)	
Eszköz		
<i>Forgóeszközök</i>	1.790.182,84	100.000,00
Követelések és egyéb eszközök	1.359,50	0
Hitelintézetekkel szembeni egyenlegek	1.788.823,34	100.000,00
Mérleg összesen	1.790.182,84	100.000,00
Saját tőke és kötelezettségek		
<i>Saját tőke</i>	1.788.382,84	100.000,00
Részvénytőke	100.000,00	100.000,00
Tőketartalékok	1.700.000,00	0
Felhalmozott veszteségek	- 11.617,16	0
Céltartalékok	1.800,00	0
Egyéb céltartalékok	1.800,00	0
Mérleg összesen	1.790.182,84	100.000,00

c) Melyek a kibocsátóhoz kapcsolódó legfontosabb specifikus kockázatok?

A Kibocsátó nagymértékben függ a FRANKSTAHL-tól.

A Kibocsátó nem rendelkezik saját személyzettel, illetve nem biztos, hogy képes lesz saját személyzetet, különösen a kulcsszemélyzetet és a működéséhez szükséges szaktudást kiépíteni.

A Kibocsátó nem biztos, hogy képes lesz a STEELCOINS-ok és/vagy a fizikai fedezeti ügyletek keretében vállalt kötelezettségeinek teljesítéséhez szükséges acéltermékeket egyáltalán (a rendelkezésre állás kockázata) és/vagy kereskedelmileg elfogadható feltételek mellett beszerezni (az áringadozás kockázata).

A Kibocsátó esetleg nem tudja leszállítani az acéltermékek opció szerinti acéltermékeket, mivel az acéltermékek nem állnak rendelkezésre vagy a Kibocsátó nem tudja időben vagy egyáltalán nem biztosítja az acéltermékeket.

A Kibocsátó készpénzfizetési opció szerinti készpénzkifizetési képessége nem biztosított.

C szakasz – Az értékpapírokra vonatkozó kiemelt információk

a) Melyek az értékpapírok fő jellemzői?

A STEELCOINS típusa, osztálya és ISIN-je

A STEELCOINS-ok átruházható, ATSTEELCOIN5 ISIN-kóddal rendelkező, az "Ethereum" blokkláncon ("**Blokklánc**") ERC-20 tokenek formájában kibocsátott, bemutatóra szóló értékpapírok. A STEELCOINS-oknak nincsenek különböző osztályai.

Pénznem, címlet, névérték, a kibocsátott értékpapírok száma és az értékpapírok futamideje

A STEELCOINS-nak nincs sajátos pénzneme. A STEELCOINS kibocsátása azonban euróban történő fizetés ellenében történik.

A STEELCOIN minimális címlete (= legkisebb átruházható egység) 0,00000000000000000001 STEELCOIN. A STEELCOIN legkisebb, a Kibocsátótól jegyezhető egysége azonban 0,0001 STEELCOIN. A STEELCOINS-ok Kibocsátóhoz történő visszaszolgáltatásához legalább 0,01 STEELCOIN szükséges a készpénzes opció (az alábbi "A STEELCOINS-okhoz kapcsolódó jogok" szakaszban meghatározottak szerint) vagy egy (1) STEELCOIN az acéláru opció (az alábbi "A STEELCOINS-okhoz kapcsolódó jogok" szakaszban meghatározottak szerint) esetében.

A STEELCOINS-oknak nincs névértéke.

E tájékoztató keretében legfeljebb 18.000 STEELCOIN kerül kibocsátásra. A jövőben további STEELCOINS-ok is kibocsátásra kerülhetnek.

A STEELCOINS-oknak nincs meghatározott futamideje/lejárat. Azonban 2023. január 2-től kezdődően az acélösszeg (az alábbi "A STEELCOINS-hoz kapcsolódó jogok" szakaszban meghatározottak szerint) minden évben 3%-kal csökken (az előző naphoz képest napi alapon számítva; azaz degresszív csökkenés). Így például 2022. december 31-én az acélmennyiség megközelítőleg 395,69 kg (szemben a 2023. január 1-jéig bezárólag fennálló 1.814,39 kg-mal). Az Acéláru-opció esetében ez azzal a hatással jár, hogy csökken az egy STEELCOIN-onként beszerezhető acéláru súlya -(vagy nő a STEELCOINS-ok száma, amelyek szükségesek egy bizonyos mennyiségű acéláru megszerzéséhez). A Készpénz-opció esetében ez a kifizetési összeget csökkentő tényező.

A STEELCOINS-hoz kapcsolódó jogok

A STEELCOINS-ok a tulajdonos választása szerint bármikor visszaválthatók a Kibocsátónak vagy meghatározott mennyiségű, kg-ban kifejezett fizikai acéláru ellenében ("**Acéláru-opció**") vagy euróban történő készpénzfizetés ellenében ("**Készpénz-opció**").

Mind az Acéláru-opció, mind a Készpénz-opció egy bizonyos acéláru-tömeghez kapcsolódik, amely az idő múlásával az alábbiak szerint csökken (mindegyik ilyen összeg a "acélösszeg"): január 1-jéig (beleértve) az acélmennyiség 1.814,39 kg acéláru-t jelent STEELCOIN-onként; 2023. január 2-ától kezdődően az acélmennyiség folyamatosan, évente 3%-kal csökken, ahol a súlycsökkentést napi szinten alkalmazzák, aminek következtében 2023. január 2-ától kezdődően az acélmennyiség mindennap az előző napi acélmennyiség $0,97^{(1/365)}$ szorzatával csökken (illetve szökőévekben: az acélmennyiség az előző napi acélmennyiség $0,97^{(1/365)}$ szorzatával csökken).

Az Acéláru-opcióban bizonyos acélárak kiválasztásából meghatározott számú ilyen acéláru választható ki. Ezt követően olyan számú acéláru-t kell visszaadni a Kibocsátónak, amelynek az

	<p>opció gyakorlásának napján érvényes összesített acélmennyisége megfelel a kiválasztott acéláru összesített tényleges súlyának. A kiválasztott acélárut ezt követően a kiválasztott átvételi helyeken kell átvenni. Az Acéláru-opció keretében legalább egy (1) STEELCOIN-t kell visszaadni.</p> <p>A Készpénzes-opció alapján fizetendő készpénzkifizetés (euróban) ("eladási ár") kiszámítása úgy történik, hogy a Készpénzes-opció lehívásának napján érvényes acélösszeget megszorozzuk a "készacélértékkel". A készacélérték egy olyan tényező, amely többek között figyelembe vesz bizonyos átlagárakat, amelyekben a FRANKSTAHL és/vagy a Kibocsátó és/vagy más helyi vagy nemzetközi acélkereskedők a Készpénz-opció lehívását megelőző 64 naptári napon belül bizonyos készacél termékcsoportok készletére adtak vételi megbízást, és amelyet egy összetett képlet alkalmazásával számítanak ki. Az eladási ár euróban van megadva. A Befektetők magasabb eladási árat javasolhatnak, amelyért hajlandóak visszaadni a STEELCOINS-t, ha a Weboldalon keresztül ilyen árat javasolnak. A Kibocsátó azonban nem köteles elfogadni az ilyen magasabb eladási árat. A Készpénzes-opció keretében legalább 0,01 STEELCOIN-t kell visszaadni.</p> <p>A STEELCOINS-hoz kapcsolódó jogok kizárólag a Kibocsátó https://www.steelcoin.com weboldalán ("Weboldal") keresztül gyakorolhatók.</p> <p>Nincs rangidős</p> <p>A STEELCOINS a Kibocsátó közvetlen, fedezetlen, nem alárendelt kötelezettségei a befektetők felé, amelyek egymás között és a Kibocsátó minden más, fedezetlen kötelezettségével egyenrangúak, amennyiben a Kibocsátó ilyen egyéb kötelezettségei az alkalmazandó törvények és jogszabályok, különösen a fizetésektelenségi törvények értelmében nem állnak kifejezetten a Befektetők követeléseire előt.</p> <p>A Kibocsátó fizetésektelensége esetén a Befektetőket csak hitelezői jogok illetik meg. A Befektetők nem jogosultak elkülönítésre vagy különválásra, és a Kibocsátóval szembeni követeléseik sincsenek rangsorolva és biztosítva.</p> <p>Átadhatóságát</p> <p>A STEELCOINS-ok az alkalmazandó törvények és rendeletek függvényében általában szabadon átruházhatók. A STEELCOINS-ok töredékei átruházhatók, a legkisebb töredék 0,000000000000000000000001 STEELCOIN. A STEELCOIN (vagy annak töredéke) bármilyen átruházásához azonban a blokkláncon történő átutalás ("Átutalás") szükséges. Bármely átutalás, beleértve különösen az Acéláru-opció vagy a Készpénz-opció gyakorlását, "gázdíjat" generál, amelyet a befektetőnek Etherben (ETH, a blokklánc natív pénzneme) kell fizetnie. Így ha a Befektető átutalást kíván végrehajtani, rendelkeznie kell a megfelelő mennyiségű ETH-val az átutalásért felmerülő gázdíjak kifizetéséhez. A Kibocsátónak nincs befolyása a fizetendő gázdíjak összegére.</p>
b)	Hol kereskednek az értékpapírokkal?
	<p>A Tájékoztató megjelenésének időpontjában a Kibocsátó nem szándékozik olyan piacot létrehozni vagy kezdeményezni, ahol a befektetők a STEELCOINS-al kereskedhetnek, illetve a STEELCOINS szabályozott piacra, multilaterális kereskedési rendszerbe, szervezett kereskedési rendszerbe vagy bármely más, hasonló szabályozás alá tartozó piacra történő bevezetését kérelmezni vagy elérni. A Kibocsátó azonban fenntartja a jogot, hogy a jövőben ezt megtegye.</p>
c)	Kötődik-e valamilyen garancia az értékpapírokhoz?
	<p>A STEELCOINS-hoz nem kapcsolódik garancia.</p>
d)	<p>Melyek az értékpapírra vonatkozó legfontosabb specifikus kockázatok?</p> <p>Az eladási ár nem feltétlenül tükrözi az acélpiaci áruk alakulását.</p> <p>Az eladási ár ingadozó lesz.</p> <p>Az érdeklődő Befektetők tévedhetnek a STEELCOIN jelenlegi értékével vagy jövőbeli fejlődésével kapcsolatban, amikor meghatározzák a felkínált jegyzési árat.</p> <p>A jegyzési ár jelentősen magasabb lehet, mint a jegyzés időpontjában érvényes eladási ár.</p>

A Kibocsátó nem biztos, hogy képes lesz kiszámítani a készacélértékét, és így az eladási árat.

A Befektető elveszítheti a STEELCOINS-hoz való hozzáférést a befektető pénztárcájának és/vagy privát kulcsának elvesztése miatt.

A Kibocsátó privát kulcsának elvesztése a Kibocsátó működésképtelenségéhez és/vagy a STEELCOINS alapjául szolgáló intelligens szerződés funkciói feletti ellenőrzés elvesztéséhez vezetne.

A STEELCOINS elveszhet a hackerek számára.

A STEELCOINS elveszhet a blokklánc "véglegessége" miatt.

A STEELCOINS elveszhet a háttérben lévő szoftveralkalmazás, a háttérben lévő intelligens szerződés és a blokklánc-infrastruktúra (azaz az Ethereum-hálózat) szoftveres sebezhetőségei miatt.

D szakasz – Az értékpapírokra vonatkozó nyilvános ajánlattételre és/vagy azok szabályozott piacra történő bevezetésére vonatkozó kiemelt információk

a) Mely feltételek és ütemezés alapján fektethetők be ebbe az értékpapírba?

A STEELCOINS-okat (vagy azok törtrészeit; minimális törtrész: 0,0001 STEELCOIN) az érdeklődő Befektetők a kibocsátás kezdőnapjától kezdődően jegyezhetik, amely várhatóan 2022. szeptember 22. és 2022. szeptember 30. között lesz (minden esetben az adott napot is beleértve), és amelyet a Kibocsátó a Weboldalon tesz közzé, a jelen Tájékoztató érvényességének legkésőbbi 2023. szeptember 21-i lejárataig. A Kibocsátó fenntartja a jogot, hogy az ajánlattételi időszakot saját belátása szerint bármikor lerövidítse vagy megszüntesse (különösen a STEELCOINS-ok teljes elhelyezése esetén). A jegyzési folyamat elektronikus úton, kizárólag a Weboldalon keresztül történik.

A STEELCOINS-ok kibocsátási ára nincs rögzítve. Az érdekelt Befektetőnek ajánlatot kell tennie ("**befektetői ajánlat**") egy vagy több STEELCOINS-ok ("**felkínált STEELCOINS-ok**") jegyzésére (törredékére) az érdekelt Befektető által meghatározott STEELCOIN-onkénti euró összegért ("**felkínált jegyzési ár**"), amely nem haladhatja meg STEELCOIN-onként az 5.400 eurót (STEELCOIN-onkénti maximális kibocsátási ár). A felkínált jegyzési árnak a felkínált STEELCOINS-okkal megszorozva legalább 50 eurónak kell lennie (minimális befektetési összeg jegyzési ajánlatonként), és a legkisebb lejegyvezhető törredék 0,0001 STEELCOIN.

A Kibocsátó saját belátása szerint elfogadhatja a Befektető ajánlatát részben vagy egészben (azaz csak csökkentett számú STEELCOINS-nál vagy annak törredékével, de nem a felkínált jegyzési ártól eltérő áron) vagy azonnal elutasíthatja azt.

Amennyiben a Befektető ajánlatát a Kibocsátó (részben vagy egészben) elfogadja ("**Jegyzési ajánlat**"), az érdeklődő Befektető a Kibocsátó által elfogadott számú STEELCOINS-t (vagy annak törredékét) jegyzi ("**Elfogadott STEELCOIN**"), és az Elfogadott STEELCOINS-ok és a megajánlott jegyzési ár szorzatából eredő összeget ("**Jegyzési összeg**") haladéktalanul köteles megfizetni a felkínált fizetési módok valamelyikének felhasználásával. Bizonyos kivételektől eltekintve, a Kibocsátónak teljesített valamennyi befizetésnek az Európai Unió és/vagy az Európai Gazdasági Térségen belüli számlákról kell származnia.

A jegyzési összeg teljes befizetését követően az érdeklődő Befektetőt arra kéri, hogy adja meg a blokkláncon azt a nyilvános címet, amelyre az Elfogadott STEELCOINS-ot át kell utalni ("**Szállítási cím**"), és utasíthatja a Kibocsátót az Elfogadott STEELCOINS-ok kibocsátására. A Kibocsátó a szállítási cím Kibocsátó általi kézhezvételét követő 24 órán belül kibocsátja az Elfogadott STEELCOINS-okat a blokkláncon történő pénzveréssel és ezt követően a szállítási címre történő átutalással ("**Az Elfogadott STEELCOINS-ok kibocsátása**"). Az Elfogadott STEELCOINS-ok (Gázdíj) kibocsátásának a blokklánc natív pénznemében, Etherben (ETH) fizetendő díját a Kibocsátó viseli.

Az Elfogadott STEELCOINS-ok kibocsátása az érdeklődő Befektető részére a jegyzési összeg teljes összegének előzetes befizetésétől függ. Amennyiben a teljes Jegyzési Összeg befizetése nem történik meg a Weboldalon a befizetésre megjelölt határidőn belül, az adott Jegyzési Ajánlat törlésre kerül. Amennyiben a Jegyzési Összeg befizetése bármilyen okból visszavonásra

	<p>vagy törlésre kerül, a Befektetőnek az Elfogadott STEELCOINS-okat vissza kell juttatnia a Kibocsátóhoz, és a Kibocsátó a kézhezvételtől számított hét (7) napon belül elégeti az adott Elfogadott STEELCOINS-okat.</p> <p>A Kibocsátó becslése szerint a kibocsátás teljes költsége legfeljebb 2.000.000 eurót tesz ki.</p> <p>A Befektetőnek a jegyzési összegnek a Kibocsátó részére történő befizetésekor szokásos tranzakciós díjakat kell fizetniük.</p> <p>A jelen Tájékoztató megjelenésének időpontjában a Kibocsátó nem kötött forgalmazási megállapodásokat, de a jövőben szabadon köthet ilyen megállapodásokat.</p>
b)	<p>Ki az ajánlattevő és/vagy a szabályozott piacra történő bevezetést kérő személy?</p> <p>A Kibocsátó a STEELCOINS-ok ajánlattevője. A STEELCOINS-okat nem vezették be szabályozott piacra. Lásd ezen összefoglaló C szakasz b) pontját.</p>
c)	<p>Miért készült ez a tájékoztató?</p> <p>A Kibocsátó a STEELCOINS-okat, amelyek az EU Tájékoztatórendelet 2. cikkének a) pontja értelmében értékpapíroknak minősülnek, az EU Tájékoztatórendelet 2. cikkének d) pontja értelmében a nyilvánosság számára kívánja felajánlani ("Ajánlat"). Az Ajánlat teljes ellenértéke valószínűleg meghaladja az EU Tájékoztatórendelet 1. cikkének (3) bekezdésében és a 2019. évi osztrák tőkepiaci törvény (Kapitalmarktgesetz 2019) 12. szakaszában meghatározott küszöbértékeket. Az EU-tájékoztatórendelet 1. cikkének (4) bekezdése szerinti kivétel nem alkalmazható. Így a Kibocsátó az Ajánlatot csak a jelen Tájékoztató előzetes közzétételét követően teheti meg.</p> <p>Az Ajánlat révén befolyt nettó bevételt a Kibocsátó folyamatos üzleti tevékenységére fogják felhasználni azzal a céllal, hogy a Kibocsátó saját belátása szerint acélkereskedelemmel vagy egyéb tevékenységekkel saját nyereséget termeljen. A Befektetők nem részesülnek az ilyen nyereségből, mivel a STEELCOINS-ok a Kibocsátó közvetlen, fedezetlen, alárendeltségi viszonyban nem álló kötelezettségei. A Kibocsátó operatív tevékenységei közé tartozhat az acéltermékekkel való kereskedés harmadik felekkel (más nagykereskedőkkel, kereskedőkkel, acélgyárakkal, nagy acélfelhasználókkal) és/vagy acélkészletek és/vagy vállalati részesedések megszerzése, amelynek során a Kibocsátó bankszámlák és pénzügyi eszközök formájában likviditást is tarthat, és nem kell a kibocsátás teljes bevételét felhasználnia. A Kibocsátó azonban további vagy más üzleti tevékenységeket is folytathat, és a jövőben a jelenlegi és/vagy tervezett tevékenységeket is leállíthatja.</p> <p>Mivel a Kibocsátó nem tudja meghatározni azt az árat, amelyen a STEELCOINS-okat kibocsátják (lásd ezen összefoglaló D szakasz a) pontját), és ez az ár idővel jelentősen változhat, a Kibocsátó nem tudja megbízhatóan megbecsülni a jelen Tájékoztató tárgyát képező legfeljebb 18.000 STEELCOINS-ok kibocsátásából származó bevételt. A kibocsátásból származó elméleti maximális lehetséges bevétel, azaz ha a jelen tájékoztató szerinti mind a 18.000 STEELCOINS-ot a STEELCOIN-onként 5.400 eurós maximális kibocsátási áron helyeznék el, bruttó 97,2 millió eurót, vagy – a fent említett becsült összköltségeket figyelembe véve – nettó 95,2 millió eurót tenne ki. A STEELCOINS-ok Befektetői/tulajdonosai nem részesülnek a Kibocsátó operatív tevékenységéből származó bevételekből.</p> <p>Az Ajánlatra nem vonatkozik a biztos kötelezettségvállaláson alapuló jegyzési megállapodás: a Kibocsátó a STEELCOINS-okat kizárólag saját maga bocsátja ki közvetlenül a Weboldalon keresztül.</p> <p>Marcel Javor, a Kibocsátó egyik ügyvezető igazgatója (<i>Geschäftsführer</i>) egyben a Kibocsátó egyetlen részvényesének, a FRANKSTAHL-nek az ügyvezető igazgatója, valamint a Kibocsátó és a FRANKSTAHL (közvetett) egyedüli végső kedvezményezett tulajdonosa. Így a Kibocsátó, annak részvényese, a FRANKSTAHL és az egyedüli végső haszonhúzó között érdekellentétek merülhetnek fel.</p>

Annex M

Icelandic translation / *Íslensk þýðing*

I. Samantekt

Kafli A – Inngangur, með varnaðarorðum	
<p>Samantekt þessa ætti að lesa sem inngang að lýsingu þessari (eins og hún er skilgreind hér fyrir neðan).</p> <p>Ákvörðun um að fjárfesta í verðbréfunum ætti að byggjast á mati fjárfestisins á lýsingu þessari í heild.</p> <p>Fjárfestar í verðbréfunum gætu tapað allri fjárfestingu sinni eða hluta af henni.</p> <p>Sé höfðað mál sem varðar upplýsingar í lýsingu þessari gæti fjárfestirinn sem stefnir þurft, samkvæmt landslögum, að bera kostnað af þýðingu lýsingar þessarar áður en mála rekstur hefst.</p> <p>Einkaréttarábyrgð fellur eingöngu á þá aðila sem leggja fram samantekt þessa, þ.m.t. þýðingu hennar, og einungis ef hún er villandi, ónákvæm eða ósamræm þegar hún er lesin ásamt öðrum hlutum lýsingarinnar eða veitir ekki, þegar hún er lesin ásamt öðrum hlutum lýsingar þessarar, lykilupplýsingar til aðstoðar fjárfestum þegar þeir íhuga að fjárfesta í verðbréfunum.</p>	
a)	Heiti og alþjóðlegt auðkennisnúmer ("ISIN-númer") verðbréfanna <p>Lýsing þessi ("lýsingin") varðar útgáfu STEELCOINS, sem eru framseljanleg handhafaverðbréf í formi ERC-20 auðkenna á "Ethereum" bálkakeðjunni sem hafa engan lokagjalddaga og bera enga vexti, en sem unnt er að skila hvenær sem er annaðhvort að vali eiganda gegn efnislegu uppgjöri með tilteknu magni af stálvörum (sem minnkar með tímanum) eða gegn peningauppgjöri í evrum ("STEELCOINS", og hvert um sig "STEELCOIN"). ISIN-númer STEELCOINS er: ATSTEELCOIN5.</p>
b)	Deili á og samskiptaupplýsingar útgefanda, þ.m.t. auðkenni lögaðila (LEI) <p>FS Steel-Products GmbH ("útgefandi"; LEI: 529900OX94239BUDFN51), sem er hlutafélag (<i>Gesellschaft mit beschränkter Haftung</i>) sem var stofnað og starfar samkvæmt lögum Lýðveldisins Austurríkis, með skráð aðsetur í Vín, Austurríki, og með lögheimili að Praterstraße 15/3/17, 1020 Vín, Austurríki (símanúmer: +43 50 5030; vefsíða: https://www.steelcoin.com). Útgefandi er skráður í fyrirtækjaskrá (<i>Firmenbuch</i>) Verslunarréttarins í Vín (<i>Handelsgericht Wien</i>) með skráningarnúmerið FN 579306 x. Hann starfar einnig undir viðskiptaheitinu STEELCOIN.</p>
c)	Deili á og samskiptaupplýsingar tilboðsgjafa, þ.m.t. auðkenni lögaðila (LEI) ef tilboðsgjafinn er lögaðili, eða aðilans sem óskar eftir töku til viðskipta á skipulegum markaði <p>Sjá lið A.b) í samantekt þessari.</p>
d)	Deili á og samskiptaupplýsingar þess lögbæra yfirvalds sem staðfestir lýsinguna og, sé það annað, þess lögbæra yfirvalds sem staðfesti útgefandalýsinguna eða almennu útgefandalýsinguna <p>Austurríska fjármálaeftirlitið (<i>Finanzmarktaufsichtsbehörde</i>, "FMA"), Otto-Wagner-Platz 5, A-1090 Vín (símanúmer: +43 1 249 59-0; vefsíða: www.fma.gv.at) hefur samþykkt lýsingu þessa sem lögbært yfirvald í Austurríki samkvæmt reglugerð Evrópuþingsins og ráðsins (ESB) 2017/1129 frá 14. júní 2017, með áorðnum breytingum ("ESB-lýsingarreglugerðin") og í samræmi við austurrísk lög um fjármagnsmarkaði frá árinu 2019 (<i>Kapitalmarktgesetz 2019</i>).</p>
e)	Dagsetning staðfestingar á lýsingu <p>Lýsing þessi var samþykkt hinn 21. september 2022.</p>

Kafli B– Lykilupplýsingar um útgefandann

a)	Hver er útgefandi verðbréfanna?
	Lögheimili útgefanda og rekstrarform hans að lögum, auðkenni lögaðila (LEI), löggjöfin sem útgefandinn starfar samkvæmt og heiti lands þar sem útgefandi er skráður Sjá lið A.b) í samantekt þessari.
	Meginstarfsemi Tilgangur (<i>Unternehmensgegenstand</i>) útgefandans eins og hann kemur fram, í þriðja lagi (<i>Drittens</i>), í félagssamþykktum (<i>Errichtungserklärung</i>) hans er meðal annars (þýtt af þýska frumtextanum): <ul style="list-style-type: none">viðskipti með málmvöru og byggingarefni;öll viðskipti og ráðstafanir sem eru nauðsynlegar og gagnlegar til að ná tilgangi félagsins og fyrir þróun og hagkvæmni þess. Stálviðskipti og útgáfa á, sem og uppfylling á skuldbindingum útgefanda tengdum, STEELCOINS er megintilgangur starfsemi útgefanda. Stefnumið útgefanda er að stofna til nýs þáttar hefðbundinna stálviðskipta með útgáfu STEELCOINS, sem álitlegs kosts bæði til spákaupmennsku (e. speculation) og til að ná fram áhættuvarnaráhrifum fyrir stálnotendur. Vegna þess að útgefandi stundar viðskipti með stál getur starfsemi hans falið í sér viðskipti með stálvörur við þriðju aðila (aðra heildsala, miðlara, stálverksmiðjur, stórnotendur stáls). Útgefandi hefur áskilið viðskiptaleyfi (Viðskiptaupplýsingakerfi Austurríkis [<i>Gewerbeinformationssystem Austria – GISA</i>] númer 34882627). Útgefandi gæti, en er ekki skylt að, verja sig einnig fyrir verðhækkunum og áhættu í framtíðinni, og stundað viðskipti því til samræmis. Útgefandi kann að byggja eða kaupa eigin vöruhús í framtíðinni og einnig kaupa og selja fyrirtæki eða eignarhluti í fyrirtækjum. Starfsemi útgefanda takmarkast ekki við evrópskan markað heldur getur tekið til viðskipta og samstarfsaðila víðsvegar um heim. Markaðsþróun og markaðsverð munu hafa veruleg áhrif á hvernig útgefandi hagar starfsemi sinni. Auk þess mun þróun STEELCOIN og fjöldi útgefinna STEELCOINS sem og hegðun fjárfesta, þegar STEELCOINS er skilað, einnig hafa áhrif á viðskiptaákvarðanir útgefanda. Sem rekstrareining er útgefandinn ekki bundinn tiltekinni áætlun. Einkum er útgefanda ekki skylt að viðhalda eigin birgðum af stál- (eða öðrum) vörum eða beita tiltekinni fjárfestingar- eða áhættuvarnaraðferð, heldur er frjálst að nota ágóða útgáfunnar að eigin ákvörðun fyrir eigin reikning. Í framtíðinni kann útgefandi að breyta viðskiptastarfsemi sinni og gæti – að eigin ákvörðun og að ákvörðun (eina) hluthafa síns – stundað viðbótarstarfsemi eða aðra starfsemi og/eða látið af núverandi og/eða fyrirhugaðri starfsemi.
	(Beinir og óbeinir) hluthafar Eini hluthafi útgefanda er FRANKSTAHL Rohr- und Stahlhandels-gesellschaft m.b.H. (" FRANKSTAHL "), hlutafélag (<i>Gesellschaft mit beschränkter Haftung</i>) sem var stofnað og starfar samkvæmt lögum Lýðveldisins Austurríkis, með skráð aðsetur í Vín, Austurríki, og lögheimili að Esteplatz 6, 1030 Vín, Austurríki, skráð í fyrirtækjaskrá (<i>Firmenbuch</i>) Verslunarréttarins í Vín (<i>Handelsgericht Wien</i>) með skráningarnúmerinu FN 142511 a. Eini hluthafi FRANKSTAHL er Javor Unternehmensbeteiligungsges.m.b.H., hlutafélag (<i>Gesellschaft mit beschränkter Haftung</i>) sem var stofnað og starfar samkvæmt lögum Lýðveldisins Austurríkis, með skráð aðsetur í Vín, Austurríki, og lögheimili að Esteplatz 6, 1030 Vín, Austurríki, skráð í fyrirtækjaskrá (<i>Firmenbuch</i>) Verslunarréttarins í Vín (<i>Handelsgericht Wien</i>) með skráningarnúmerinu FN 200305 t. Javor Unternehmensbeteiligungsges.m.b.H. er í fullri eigu hr. Marcells Javor, f. 17. október 1974, sem er því raunverulegur eigandi útgefandans.
	Stjórnendur Framkvæmdastjórn (<i>Geschäftsführung</i>) útgefanda samanstendur nú af eftirfarandi framkvæmdastjórum (<i>Geschäftsführer</i>): <ul style="list-style-type: none">Marcel Javor, f. 17. október 1974; ogRonald Nagy, f. 7. desember 1973.

Deili á löggiltum endurskoðendum

Útgefandi skipaði BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, með skráð aðsetur í Vín, Austurríki, og með lögheimili að Am Belvedere 4, 1100 Vín, Austurríki, sem skráð er í fyrirtækjaskrá Verslunarréttarins í Vín með skráningarnúmerinu FN 96046 w ("BDO"), sem endurskoðanda (i) opnunarefnahagsreiknings (*Eröffnungsbilanz*) síns dags. 31. mars 2022 ("opnunarefnahagsreikningur") og (ii) árshlutareiknings síns sem ekki er á sams-tæðugrundvelli ("reikningsskil") frá og með 1. apríl 2022 og fyrir tímabilið sem hófst þann dag og lauk 15. ágúst 2022, sem hvort tveggja eru samin í samræmi við almennt viðurkenndar reikningsskilavenjur í Austurríki ("GAAP"). BDO áritaði opnunarefnahagsreikninginn án fyrir-vara hinn 26. ágúst 2022 og áritaði reikningsskilin án fyrirvara hinn 26. ágúst 2022.

BDO er aðili að bæði félagi löggiltra endurskoðenda í Austurríki (*Institut der Wirtschaftsprüfer*) og austurríska skattráðgjafa- og endurskoðendaráðinu (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Helstu fjárhagsupplýsingar um útgefandann

Upplýsingarnar í töflunum hér fyrir neðan voru unnar úr, og eru aðeins samantekt á, opunar-hagsreikningi og reikningsskilum fyrir hinar tilgreindu dagsetningar/tímabil. Upplýsingarnar í töflunum hér fyrir neðan skal lesa ásamt upplýsingunum sem er að finna í lýsingunni í heild sinni, einkum upplýsingarnar í þeim opnunarefnahagsreikningi og reikningsskilum sem er að finna í hluta VII (*Annexes*) af lýsingu þessari.

Rekstrarreikningur (endurskoðaður)	1. apríl 2022 – 15. ágúst 2022	
	(í evrum)	
Annar rekstrarkostnaður		- 11.617,16
Rekstrarafkoma		- 11.617.16
Afkoma fyrir skatta		- 11.617.16
Afkoma eftir skatta		- 11.617.16
Tap ársins		- 11.617,16
Uppsafnað tap		- 11.617,16

Efnahagsreikningur (endurskoðaður)	15. ágúst 2022	31. mars 2022
	(í evrum)	
Eignir		
<i>Veltufjármunir</i>	1.790.182,84	100.000,00
Viðskiptakröfur og aðrar eignir	1.359,50	0
Innstæður hjá lánastofnunum	1.788.823,34	100.000,00
Efnahagsreikningur samtals	1.790.182,84	100.000,00
Eigið fé og skuldir		
<i>Eigið fé</i>	1.788.382,84	100.000,00
Hlutfé	100.000,00	100.000,00
Lögbundinn varasjóður	1.700.000,00	0
Uppsafnað tap	- 11.617,16	0
<i>Skuldbindingar</i>	1.800,00	0
Aðrar skuldbindingar	1.800,00	0
Efnahagsreikningur samtals	1.790.182,84	100.000,00

c) Helstu áhættuþættir sem eru sértækir fyrir útgefandann

Útgefandinn er mjög háður FRANKSTAHL

Útgefandinn hefur ekki sitt eigið starfsfólk og hugsanlegt er að hann geti ekki byggt upp eigið starfslið, einkum lykilstarfsmenn, og þá þekkingu sem þarf til starfsemi hans

<p>Ekki er víst að útgefandinn geti eignast þær stálvörur sem nauðsynlegar eru til að uppfylla skuldbindingar sínar í tengslum við STEELCOINS og/eða efnislegar áhættuvarnir (aðgengisáhætta) og/eða á sanngjörnum viðskiptakjörum (verðsveifluáhætta)</p> <p>Hugsanlegt er að útgefandinn geti ekki afhent stálvörur samkvæmt stálvöruvalkostinum vegna þess að stálvörur séu ekki fáanlegar eða vegna þess að útgefandinn hafi ekki útvegað stálvörur á réttum tíma eða yfirleitt</p> <p>Geta útgefandans til að greiða uppgjör í peningum samkvæmt peningavalkostinum er ekki tryggð</p>

Kafli C– Lykilupplýsingar um verðbréfin	
a)	<p>Helstu eiginleikar verðbréfanna</p> <p>Tegund, flokkur og ISIN-númer STEELCOINS</p> <p>STEELCOINS eru framseljanleg handhafaverðbréf með ISIN-númerið ATSTEELCOIN5, sem eru gefin út í formi ERC-20 auðkenna á "Ethereum" bálkakeðjunni ("bálkakeðjan"). Engir mismunandi flokkar eru af STEELCOINS.</p> <p>Gjaldmiðill, eining, nafnverð, fjöldi útgefinna verðbréfa og tímalengd verðbréfanna</p> <p>STEELCOINS hafa ekki sérstakan gjaldmiðil. Hins vegar fer útgáfa STEELCOINS fram gegn greiðslu í evrum.</p> <p>Lágmarkseining (= minnsta framseljanlega eining) STEELCOIN er 0,000000000000000001 STEELCOIN. Hins vegar er minnsta eining STEELCOIN sem unnt er að skrá sig fyrir frá útgefandanum 0,0001 STEELCOIN. Til að skila STEELCOINS til útgefanda þarf minnst 0,01 STEELCOIN fyrir peningavalkostinn (eins og hann er skilgreindur í kaflanum <i>Réttindi sem fylgja STEELCOINS</i> hér fyrir neðan) eða einn (1) STEELCOIN fyrir stálvöruvalkostinn (eins og hann er skilgreindur í kaflanum <i>Réttindi sem fylgja STEELCOINS</i> hér fyrir neðan).</p> <p>STEELCOINS hafa ekki nafnverð.</p> <p>Með lýsingu þessari verða gefin út allt að 18.000 STEELCOINS. Fleiri STEELCOINS kunna að verða gefnir út í framtíðinni.</p> <p>STEELCOINS hafa enga sérstaka tímalengd/lokagjalddaga. Frá og með 2. janúar 2023 minnkar þó stálmagnið (sem skilgreint er í kaflanum <i>Réttindi sem fylgja STEELCOINS</i> hér fyrir neðan) um 3% á hverju ári (reiknað daglega miðað við daginn áður; þ.e. með stigminnkandi lækkun). Til dæmis mun stálmagnið hinn 31. desember 2022 þannig nema um 395,69 kg (samanborið við 1.814,39 kg til og með 1. janúar 2023). Með stálvöruvalkostinum hefur þetta þau áhrif að draga úr þyngd stálvara sem unnt er að fá fyrir hvern STEELCOIN (eða auka fjölda STEELCOINS sem þarf til að fá tiltekið magn af stálvörum). Sé peningavalkosturinn valinn er þetta þáttur sem lækkar útgreiðslufjárhæðina.</p> <p>Réttindi sem fylgja STEELCOINS</p> <p>STEELCOINS er hægt að skila hvenær sem er að vali handhafa til útgefanda, annaðhvort gegn ákveðnu magni af tilteknum efnislegum stálvörum í kg ("stálvöruvalkostur") eða gegn peningauppgjöri í evrum ("peningavalkostur").</p> <p>Bæði stálvöruvalkosturinn og peningavalkosturinn eru tengdir tiltekinni þyngd af stálvörum, sem minnkar með tímanum eins og hér segir (þar sem hver slík magneining er "stálmagn"): Til og með 1. janúar 2023 er stálmagnið 1.814,39 kg af stálvörum á hvern STEELCOIN; frá og með 2. janúar 2023 mun stálmagnið stöðugt minnka um 3% á ári þannig að þyngdarminnkun er beitt daglega, með þeim afleiðingum að frá og með 2. janúar 2023 er stálmagnið minnkað á hverjum degi með því að margfalda stálmagn dagsins á undan með $0,97^{(1/365)}$ (á hlaupárum er stálmagnið minnkað með því að margfalda stálmagn dagsins á undan með $0,97^{(1/366)}$).</p> <p>Með stálvöruvalkostinum er hægt að velja tiltekinn fjölda af slíkum stálvörum úr ákveðnu úrvali þeirra. Í kjölfarið verður að skila þeim fjölda af STEELCOINS til útgefanda þar sem samanlagt stálmagn á nýtingardegi valkostarins samsvarar samanlagðri raunþyngd hinna völdu stálafurða. Þá þarf að sækja hinar völdu stálvörur á völdum afhendingarstöðum. Með stálvöruvalkostinum verður að skila að minnsta kosti einum (1) STEELCOIN.</p>

	<p>Peningauppgjörið (í evrum) til greiðslu samkvæmt peningavalkostinum ("söluverð") er reiknað út með því að margfalda viðkomandi stálmagn á nýtingardegi peningavalkostarins með "virði unnins stáls". Virði unnins stáls er ákvarðað út frá m.a. tilteknu meðalverði sem FRANKSTAHL og/eða útgefandinn og/eða aðrir innlendir eða erlendir stálmiðlarar hafa lagt inn innkaupapantanir á fyrir birgðir í tilteknum unnum stálvörum á 64 almanaksdaga tímabili áður en peningavalkosturinn er nýttur og er það reiknað út á grundvelli flókinnar formúlu. Söluverðið er gefið upp í evrum. Fjárfestar geta lagt til, gegnum vefsíðuna, hærra söluverð sem þeir eru tilbúnir að skila STEELCOINS á. Útgefanda er þó ekki skylt að samþykkja slíkt hærra söluverð. Með peningavalkostinum verður að skila a.m.k. 0,01 STEELCOIN.</p> <p>Réttindi sem fylgja STEELCOINS er aðeins hægt að nýta gegnum vefsíðu útgefanda: https://www.steelcoin.com ("vefsíðan").</p> <p>Enginn forgangur krafna</p> <p>STEELCOINS eru beinar, ótryggðar, óvíkjandi skuldbindingar útgefandans gagnvart fjárfestunum sem njóta sömu réttthæðar innbyrðis og gagnvart öllum öðrum ótryggðum skuldbindingum útgefandans, svo fremi sem slíkar aðrar skuldbindingar útgefanda eru ekki með ótvíræðum hætti réttthærrí kröfum fjárfesta samkvæmt gildandi lögum og reglugerðum, einkum gjaldþrotalögum.</p> <p>Komi til gjaldþrots útgefanda hafa fjárfestar einungis kröfuhafarétt. Fjárfestar eiga ekki tilkall til aðgreiningar eða aðskilnaðar, auk þess sem kröfur þeirra á hendur útgefanda eru ekki settar í forgang og eru ekki tryggðar.</p> <p>Framseljanleiki</p> <p>Með fyrirvara um gildandi lög og reglur eru STEELCOINS almennt framseljanlegir án takmarkana. Heimilt er að framselja brot af STEELCOINS, þar sem minnsta brotið skal vera 0,00000000000000000001 STEELCOIN. Framsal á STEELCOIN (eða broti þar af) krefst þó millifærslu gegnum bálkakeðjuna ("millifærsla"). Hver millifærsla, einkum nýting stálvöru- eða peningavalkostarins, mun stofna til "gasgjalda" (e. gas fees) sem fjárfestirinn greiðir í Ether (ETH, innri gjaldmiðli bálkakeðjunnar). Til að framkvæma millifærslu verður fjárfestirinn því að hafa samsvarandi fjárhæð af ETH til að greiða gasgjöldin sem stofnað er til með millifærslunni. Útgefandinn hefur engin áhrif á fjárhæð gjaldskyldra gasgjalda.</p>
b)	<p>Hvar munu viðskipti með verðbréfin fara fram?</p> <p>Á dagsetningu lýsingarinnar hyggst útgefandinn ekki stofna eða innleiða markað þar sem fjárfestar geta átt viðskipti með STEELCOINS, né sækja um eða koma því til leiðar að STEELCOINS verði teknir til viðskipta á skipulegum markaði, markaðstorgi fjármálagerninga, skipulegu markaðstorgi eða öðrum markaði sem lýtur svipuðu regluverki. Hins vegar áskilur útgefandi sér rétt til að gera það í framtíðinni.</p>
c)	<p>Eru verðbréfin með ábyrgð?</p> <p>Engin ábyrgð er á STEELCOINS.</p>
d)	<p>Helstu áhættuþættir sem eru sértækir fyrir verðbréfin</p> <p>Söluverðið mun hugsanlega ekki endurspegla þróun verðs á stálmörkuðum</p> <p>Söluverðið verður flöktkennt</p> <p>Áhugasamir fjárfestar gætu metið núvirði STEELCOIN eða framtíðarþróun virði þess rangt við mat á boðnu áskriftarverði</p> <p>Áskriftarverðið kann að vera töluvert hærra en söluverðið á þeim tíma sem stofnað er til áskriftar</p> <p>Hugsanlegt er að útgefanda verði ekki kleift að reikna út verð unnins stáls og þar með söluverðið.</p> <p>Fjárfestir gæti misst aðgang að STEELCOINS sínum ef aðgangur að veskinu (e. wallet) og/eða einkalykli fjárfestisins tapast</p>

<p>Tap á einkalykli útgefanda myndi leiða til óstarfhæfni útgefandans og/eða missis stjórnar á virkni snjallsamningsins (e. smart contract) sem liggur að baki STEELCOINS</p> <p>STEELCOINS gætu glatast í hendur tölvuþrjótum</p> <p>STEELCOINS gætu glatast vegna "endanleika" bálkakeðjunnar</p> <p>STEELCOINS gætu glatast vegna veikleika undirliggjandi hugbúnaðarforrits, undirliggjandi snjallsamnings og bálkakeðjuinnviða (þ.e. Ethereum Network)</p>

D- Lykilupplýsingar um viðkomandi almennt útboð og/eða töku til viðskipta á skipulegum markaði	
a)	<p>Samkvæmt hvaða skilyrðum og tímaáætlun get ég fjárfest í þessu verðbréfi?</p> <p>STEELCOINS (eða brot þeirra; lágmarksbrot: 0,0001 STEELCOIN) bjóðast til áskriftar áhugasömum fjárfestum frá og með upphafsdegi útgáfunnar, sem er gert ráð fyrir að verði á milli 22. september 2022 og 30. september 2022 (í hverju tilviki að meðtöldum slíkum degi) og verður birtur af útgefanda á vefsíðunni, þar til gildistími lýsingar þessarar rennur út 21. september 2023, í síðasta lagi. Útgefandinn áskilur sér rétt til að stytta eða enda útboðstímabilið hvenær sem er algjörlega að eigin ákvörðun (einkum sé um að ræða fulla markaðssetningu (e. full placement) á STEELCOINS). Áskriftarferlið fer fram rafrænt, eingöngu gegnum vefsíðuna.</p> <p>Útgáfuverð STEELCOINS er ekki fast. Þess í stað þarf áhugasamur fjárfestir að gera tilboð ("tilboð fjárfestis") um að skrá sig fyrir (broti af) einum eða fleiri STEELCOINS ("STEELCOINS sem boðið er í") á evrufjárhæð á hvern STEELCOIN sem viðkomandi fjárfestir tilgreinir ("boðið áskriftarverð"), sem skal ekki vera hærra en 5.400 evrur á hvern STEELCOIN (hámarksútgáfuverð á hvern STEELCOIN). Boðið áskriftarverð margfaldað með fjölda STEELCOINS sem boðið er í skal vera a.m.k. 50 evrur (lágmarksfjárfestingarfjárhæð fyrir hvert áskriftartilboð) og minnsta brot sem unnt er að skrá sig fyrir er 0,0001 STEELCOIN.</p> <p>Útgefandanum er heimilt, að eigin ákvörðun, að samþykkja tilboð fjárfestis í heild eða að hluta (þ.e. aðeins með minnkuðum fjölda STEELCOINS eða hluta þar af, en ekki fyrir annað verð en boðið áskriftarverð) eða að hafna því strax.</p> <p>Samþykki útgefandinn tilboð fjárfestis (í heild eða að hluta) ("áskriftartilboð") skráir viðkomandi áhugasamur fjárfestir sig fyrir þeim fjölda af STEELCOINS (eða broti) sem útgefandinn samþykkir ("samþykktir STEELCOINS") og ber að greiða fjárhæðina sem leiðir af margföldun hinna samþykktu STEELCOINS með boðnu áskriftarverði ("áskriftarfjárhæð") án tafar með því að nota eina þeirra greiðsluleiða sem boðið er upp á. Með tilteknum undantekningum skulu allar greiðslur til útgefanda eiga uppruna sinn á reikningum innan Evrópusambandsins og/eða Evrópska efnahagssvæðisins.</p> <p>Eftir að hann greiðir áskriftarfjárhæðina að fullu er viðkomandi áhugasamur fjárfestir beðinn um að gefa upp opinbert vistfang á bálkakeðjunni sem millifæra skal hina samþykktu STEELCOINS á ("afhendingarvistfang") og getur gefið útgefandanum fyrirmæli um að gefa út hina samþykktu STEELCOINS. Innan 24 klukkustunda eftir að útgefandinn móttækur afhendingarvistingið gefur útgefandinn út hina samþykktu STEELCOINS með því að slá þá á bálkakeðjunni og millifæra þá svo á afhendingarvistingið ("útgáfa samþykktu STEELCOINS"). Gjaldið fyrir útgáfu samþykktu STEELCOINS ("gasgjald") til greiðslu í innri gjaldmiðli bálkakeðjunnar, Ether (ETH), greiðist af útgefanda.</p> <p>Útgáfa hinna samþykktu STEELCOINS til hlutaðeigandi áhugasams fjárfestis er háð fyrirframgreiðslu áskriftarfjárhæðarinnar að fullu. Sé greiðsla allrar áskriftarfjárhæðinnar ekki innt af hendi innan þess tíma sem tilgreindur er fyrir þá greiðslu á vefsíðunni fellur viðkomandi áskriftartilboð niður. Sé greiðsla áskriftarfjárhæðarinnar afturkölluð eða felld niður af einhverri ástæðu verður fjárfestirinn að skila hinum samþykktu STEELCOINS til útgefandans og mun þá útgefandinn brenna viðkomandi samþykktu STEELCOINS innan sjö (7) daga frá móttöku.</p> <p>Útgefandinn áætlað að heildarkostnaður við útgáfuna nemi allt að 2.000.000 evrum.</p> <p>Fjárfestar gætu þurft að greiða venjuleg færslugjöld þegar þeir greiða áskriftarfjárhæðina til útgefanda.</p>

	Á dagsetningu lýsingar þessarar hefur útgefandi ekki gert dreifingarsamninga, en honum er frjálst að gera slíka samninga í framtíðinni.
b)	Hver er tilboðsgjafinn og/eða aðilinn sem óskar eftir töku til viðskipta?
	Útgefandinn er tilboðsgjafi STEELCOINS. STEELCOINS verða ekki teknir til viðskipta á skipulegum markaði. Sjá lið C.b) í samantekt þessari.
c)	Hvers vegna er þessi lýsing gerð?
	<p>Útgefandinn hyggst bjóða STEELCOINS, sem eru verðbréf í skilningi a-liðar 2. gr. Lýsingarreglugerðar ESB, sem gefin eru út í almennu útboði í skilningi d-liðar 2. gr. Lýsingarreglugerðar ESB ("útboð"). Heildarfjárhæð útboðsins mun að öllum líkindum fara yfir þau viðmiðunarmörk sem kveðið er á um í 3. mgr. 1. gr. Lýsingarreglugerðar ESB og 12. gr. austurrískra laga um fjármagnsmarkaði frá árinu 2019 (<i>Kapitalmarktgesetz 2019</i>). Undantekning skv. 4. mgr. 1. gr. ESB-lýsingarreglugerðarinnar á ekki við. Því er útgefanda skylt að birta lýsingu þessa áður en útboðið fer fram.</p> <p>Nettófjárhæð ágóðans sem aflað er með útboðinu verður notuð til áframhaldandi viðskiptastarfsemi útgefandans með það að markmiði að mynda eigin hagnað með stálviðskiptum eða annarri starfsemi að ákvörðun útgefanda. Fjárfestar eiga ekki hlutdeild í slíkum hagnaði þar sem STEELCOINS eru beinar, ótryggðar, óvíkjandi skuldbindingar útgefandans. Starfsemi útgefanda kann að fela í sér viðskipti með stálvörur við þriðju aðila (aðra heildsala, miðlara, stálverksmiðjur, stórnotendur stáls) og/eða kaup á stálbirgðum og/eða hlutdeild í fyrirtækjum og í tengslum við það kann útgefandi einnig að eiga lausafé í formi innstæðna á bankareikningum og peningamarkaðsgerninga og þarf ekki að nota allan ágóða útgáfunnar. Þó kann útgefandi einnig að stunda viðbótarstarfsemi eða aðra starfsemi og auk þess hætt núverandi og/eða fyrirhugaðri starfsemi í framtíðinni.</p> <p>Vegna þess að útgefandanum er ókleift að ákvarða útgáfuverð STEELCOINS (sjá lið D.a) í samantekt þessari) og þetta verð getur breyst verulega með tímanum er ekki mögulegt fyrir útgefandann að áætla með áreiðanlegum hætti ágóðann af útgáfu allt að 18.000 STEELCOINS, sem eru efni lýsingar þessarar. Fræðilegt hámark mögulegs ágóða útgáfunnar, þ.e. ef allir 18.000 STEELCOINS samkvæmt lýsingu þessari yrðu settir á markað á hámarksútgáfuverðinu 5.400 evrur á hvern STEELCOIN, myndi nema 97,2 milljónum evra brúttó eða, að teknu tilliti til ofangreinds áætlaðs heildarkostnaðar, 95,2 milljónum evra nettó. Fjárfestar í/eigendur STEELCOINS eiga ekki hlutdeild í ágóða af rekstrarstarfsemi útgefanda.</p> <p>Útboðið fellur ekki undir samning um sölutryggingu á grundvelli fastrar skuldbindingar: Útgefandinn mun gefa út STEELCOINS að öllu leyti sjálfur beint gegnum vefsíðuna.</p> <p>Marcel Javor, einn framkvæmdastjóra (<i>Geschäftsführer</i>) útgefandans, er einnig framkvæmdastjóri eina hluthafa útgefandans, FRANKSTAHL, og (óbeint) eini raunverulegi eigandi útgefandans og FRANKSTAHL. Þannig geta hagsmunaárekstrar komið upp milli útgefandans, hluthafa hans, FRANKSTAHL, og eina raunverulega eiganda hans.</p>

Annex N

Italian translation / *traduzione italiana*

I. Nota di sintesi

Sezione A - Introduzione contenente avvertenze	
<p>La presente nota di sintesi deve essere letta come introduzione al presente Prospetto (come definito di seguito).</p> <p>Qualsiasi decisione di investire nei titoli dovrebbe basarsi sull'esame del prospetto completo da parte dell'investitore.</p> <p>Gli investitori nei titoli potrebbero incorrere in una perdita totale o parziale del capitale investito</p> <p>Qualora sia proposto un ricorso dinanzi all'organo giurisdizionale in merito alle informazioni contenute nel prospetto, l'investitore ricorrente potrebbe essere tenuto, a norma del diritto nazionale, a sostenere le spese di traduzione del prospetto prima dell'inizio del procedimento. La responsabilità civile incombe solo alle persone che hanno presentato la nota di sintesi, comprese le sue eventuali traduzioni, ma soltanto se tale nota risulta fuorviante, imprecisa o incoerente se letta insieme con le altre parti del prospetto o non offre, se letta insieme con le altre parti del prospetto, le informazioni fondamentali per aiutare gli investitori al momento di valutare l'opportunità di investire nei titoli.</p>	
a)	Denominazione dei titoli e il codice internazionale di identificazione dei titoli ("ISIN") <p>Il presente prospetto ("Prospetto") riguarda l'emissione di STEELCOINS che sono titoli al portatore trasferibili sotto forma di token ERC-20 sulla blockchain "Ethereum" che non hanno scadenza e non producono interessi, ma possono essere restituiti in qualsiasi momento a scelta del titolare a fronte di un regolamento fisico contro una certa quantità di prodotti in acciaio (decrementi nel tempo) o a fronte di un regolamento in contanti in EUR ("STEELCOINS", e ciascuno un "STEELCOIN"). L'ISIN dei STEELCOINS è: ATSTEELCOIN5.</p>
b)	Identità e i dati di contatto dell'emittente, compreso il suo codice identificativo del soggetto giuridico ("LEI") <p>FS Steel-Products GmbH ("Emittente"; LEI: 5299000X94239BUDFN51), è una società a responsabilità limitata (<i>Gesellschaft mit beschränkter Haftung</i>) costituita e validamente esistente ai sensi delle leggi della Repubblica d'Austria, con sede statutaria a Vienna, Austria, e sede legale in Praterstraße 15/3/17, 1020 Vienna, Austria (telefono: +43 50 5030; sito web: https://www.steel-coin.com). L'Emittente è iscritto nel Registro delle Imprese (<i>Firmenbuch</i>) del Tribunale Commerciale di Vienna (<i>Handelsgericht Wien</i>) con il numero di registrazione FN 579306 x. Opera anche sotto il nome commerciale di STEELCOIN.</p>
c)	Identità e i dati di contatto dell'offerente, compreso il suo LEI se l'offerente ha personalità giuridica, o del soggetto che chiede l'ammissione alla negoziazione in un mercato regolamentato <p>Consultare la sezione A.b) della presente Nota di Sintesi.</p>
d)	Identità e i dati di contatto dell'autorità competente che approva il prospetto e, se diversa, dell'autorità competente che ha approvato il documento di registrazione o il documento di registrazione universale <p>L'Autorità austriaca per i mercati finanziari (<i>Finanzmarktaufsichtsbehörde</i>, la "FMA"), Otto-Wagner-Platz 5, A-1090 Vienna (telefono: +43 1 249 59-0; website: www.fma.gv.at) ha approvato il presente Prospetto in qualità di autorità competente per l'Austria ai sensi del Regolamento (UE) 2017/1129 del Parlamento europeo e del Consiglio del 14 giugno 2017, come modificato (il "Regolamento UE relativo al Prospetto") e ai sensi della Legge austriaca sui mercati dei capitali 2019 (<i>Kapitalmarktgesetz</i> 2019).</p>
e)	La data di approvazione del prospetto <p>Il presente Prospetto informativo è stato approvato il 21 settembre 2022.</p>

Sezione B - Informazioni fondamentali concernenti l'emittente

a)	Chi è l'emittente dei titoli?
	Domicilio e forma giuridica, LEI, legge in base alla quale opera l'Emittente e paese di incorporazione. Consultare la sezione A.b) della presente Nota di Sintesi.
	Attività principali Gli obiettivi aziendali dell'Emittente (<i>Unternehmensgegenstand</i>), come indicati al terzo punto (<i>Drittens</i>) del suo statuto (<i>Errichtungserklärung</i>), comprendono (tradotto dall'originale tedesco): <ul style="list-style-type: none">• il commercio di prodotti metallici e materiali da costruzione;• tutte le operazioni e le misure necessarie e utili per il raggiungimento dello scopo della società e per lo sviluppo e l'efficienza economica della stessa. Il commercio di acciaio e l'emissione, nonché l'adempimento delle obbligazioni dell'Emittente connesse agli STEELCOINS, costituiscono l'obiettivo principale dell'attività dell'Emittente. L'obiettivo strategico dell'Emittente è quello di creare un nuovo aspetto del commercio classico dell'acciaio con l'emissione di STEELCOINS, che è interessante sia per la speculazione che per ottenere effetti di copertura da parte dei consumatori di acciaio. operative dell'Emittente possono includere il commercio di prodotti in acciaio con terzi (altri grossisti, commercianti, acciaierie, grandi consumatori di acciaio). L'Emittente è in possesso di una licenza commerciale valida (Sistema di informazione commerciale Austria - GISA [<i>Gewerbeinformationssystem Austria - GISA</i>] numero 34882627). L'Emittente potrebbe (ma non è obbligato a farlo) anche proteggersi da aumenti di prezzo e rischi in futuro, e stipulare transazioni corrispondenti. L'Emittente può costruire o acquisire i propri magazzini in futuro e può anche acquisire e cedere società o interessi in società. Le attività dell'Emittente non sono limitate al mercato europeo, ma possono includere partner commerciali e d'affari in tutto il mondo. Gli sviluppi del mercato e i prezzi di mercato avranno un'influenza significativa sul modo in cui l'Emittente conduce la propria attività. Inoltre, lo sviluppo del STEELCOIN e il numero di STEELCOINS emessi, così come il comportamento degli investitori, quando i STEELCOINS vengono restituiti, influenzeranno anche le decisioni commerciali dell'Emittente. In quanto entità operativa, l'Emittente non è impegnato in una strategia specifica. In quanto entità operativa, l'Emittente non è impegnato in una strategia specifica. In particolare, l'Emittente non ha l'obbligo di mantenere una propria scorta di prodotti in acciaio (o di altro tipo) o di applicare una specifica strategia di investimento o di copertura, ma è libero di utilizzare i proventi dell'emissione a propria discrezione per il proprio conto. In futuro l'Emittente potrebbe modificare le proprie attività e potrebbe - a sua esclusiva discrezione e a discrezione del suo (unico) azionista - perseguire attività aggiuntive o di altro tipo e/o abbandonare le attività commerciali attuali e/o pianificate.
	Azionisti (direttamente e indirettamente) L'azionista unico dell'Emittente è FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. (" FRANKSTAHL "), una società a responsabilità limitata (<i>Gesellschaft mit beschränkter Haftung</i>) costituita e validamente esistente secondo le leggi della Repubblica d'Austria, con sede statutaria a Vienna, Austria, e sede legale in Esteplatz 6, 1030 Vienna, Austria, iscritta nel Registro delle Imprese (<i>Firmenbuch</i>) del Tribunale Commerciale di Vienna (<i>Handelsgericht Wien</i>) sotto il numero di registrazione FN 142511 a. Azionista unico di FRANKSTAHL è Javor Unternehmensbeteiligungsges.m.b.H una società a responsabilità limitata (<i>Gesellschaft mit beschränkter Haftung</i>) costituita e validamente esistente secondo le leggi della Repubblica d'Austria, con sede statutaria a Vienna, Austria, e sede legale in Esteplatz 6, 1030 Vienna, Austria, iscritta nel Registro delle Imprese (<i>Firmenbuch</i>) del Tribunale Commerciale di Vienna (<i>Handelsgericht Wien</i>) sotto il numero di registrazione FN 200305 t. Javor Unternehmensbeteiligungsges.m.b.H. è interamente di proprietà del sig. Marcel Javor, nato il 17 ottobre 1974, che è quindi il proprietario effettivo ultimo dell'Emittente.

La direzione

La direzione dell'Emittente (*Geschäftsführung*) è attualmente composta dai seguenti amministratori delegati (*Geschäftsführer*):

- Marcel Javor, nato il 17 ottobre 1974; e
- Ronald Nagy, nato il 7 dicembre 1973.

Identità dei suoi revisori legali

L'Emittente ha nominato BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft (Società di revisione e consulenza fiscale) con sede legale a Vienna, Austria, e sede legale in Am Belvedere 4, 1100 Vienna, Austria iscritta nel Registro delle Imprese del Tribunale Commerciale di Vienna con il numero di registrazione FN 96046 w ("**BDO**") come revisore del (i) bilancio di apertura (*Eröffnungsbilanz*) dell'Emittente dal 31 marzo 2022 ("**Bilancio di apertura**") e (ii) del bilancio provvisorio non consolidato ("**Bilancio**") a partire dal, e per il periodo che inizia il 1 aprile 2022 e termina il, 15 agosto 2022, entrambi redatti in conformità ai principi contabili generalmente accettati in Austria ("**GAAP**"). BDO ha emesso un giudizio di revisione senza riserve datato il 26 agosto 2022 sul Bilancio Patrimoniale di Apertura e un giudizio di revisione senza riserve datato il 26 agosto 2022 sul Bilancio.

BDO è membro dell'Istituto dei revisori dei conti pubblici in Austria (*Institut der Wirtschaftsprüfer*) e della Camera austriaca dei consulenti fiscali e dei revisori dei conti (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Quali sono le informazioni finanziarie fondamentali relative all'emittente?

Le informazioni contenute nelle tabelle che seguono sono state estratte, e rappresentano solo una sintesi, del Bilancio Patrimoniale di Apertura e del Bilancio per le date/periodi indicati. Le informazioni contenute nelle tabelle che seguono devono essere lette congiuntamente alle informazioni contenute nell'intero Prospetto, in particolare alle informazioni contenute nel Bilancio patrimoniale di apertura e nei Bilanci inclusi nella Parte VII (*Annexes*) del presente Prospetto.

Conto economico (certificato)	1 aprile 2022 – 15 agosto 2022	
	(euro)	
Altri costi operativi		- 11.617,16
Risultati operativi		- 11.617,16
Risultati prima delle imposte		- 11.617,16
Risultati al netto delle imposte		- 11.617,16
Perdita netta dell'anno		- 11.617,16
Perdite accumulate		- 11.617,16

Bilancio (certificato)	15 agosto 2022	31 marzo 2022
	(euro)	
Attività		
<i>Attività correnti</i>	1.790.182,84	100.000,00
Crediti ed altre attività	1.359,50	0
Saldi con istituti di credito	1.788.823,34	100.000,00
Bilancia totale	1.790.182,84	100.000,00
Patrimonio netto e passività		
<i>Patrimonio netto</i>	1.788.382,84	100.000,00
Capitale sociale	100.000,00	100.000,00
Riserve di capitale	1.700.000,00	0
Perdite accumulate	- 11.617,16	0
<i>Accantonamenti</i>	1.800,00	0
Altri accantonamenti	1.800,00	0
Bilancia totale	1.790.182,84	100.000,00

c)	Quali sono i principali rischi specifici dell'emittente?
	<p>L'Emittente dipende fortemente da FRANKSTAHL</p> <p>L'Emittente non dispone di personale proprio e potrebbe non essere in grado di creare personale proprio, in particolare personale chiave, e il know-how necessario per le sue operazioni</p> <p>L'Emittente potrebbe non essere in grado di acquistare i prodotti in acciaio necessari per adempiere ai propri obblighi relativi ai STEELCOINS e/o alla propria copertura fisica (rischio di disponibilità) e/o a condizioni commercialmente ragionevoli (rischio di volatilità dei prezzi)</p> <p>L'Emittente potrebbe non essere in grado di consegnare i prodotti in acciaio ai sensi dell'Opzione Prodotti in Acciaio a causa dell'indisponibilità dei prodotti in acciaio o dell'incapacità dell'Emittente di fornire i prodotti in acciaio nei tempi previsti o in qualsiasi altro momento</p> <p>La capacità dell'Emittente di pagare la liquidazione in contanti ai sensi dell'Opzione Contanti non è garantita</p>

Sezione C - Informazioni fondamentali sui titoli	
a)	Quali sono le principali caratteristiche dei titoli?
	<p>Tipologia, classe e codice ISIN STEELCOINS</p> <p>I STEELCOINS sono titoli al portatore trasferibili con ISIN ASTEELCOIN5, emessi sotto forma di token ERC-20 sulla blockchain "Ethereum" ("Blockchain"). Non esistono diverse classi di STEELCOINS.</p> <p>Valuta, denominazione, valore nominale, numero di titoli emessi e durata dei titoli</p> <p>I STEELCOINS non hanno una valuta specifica. Tuttavia, l'emissione di STEELCOINS avviene a fronte di un pagamento in euro.</p> <p>Il taglio minimo (= la più piccola unità trasferibile) di un STEELCOIN è 0,000000000000001 STEELCOIN. Tuttavia, l'unità più piccola di un STEELCOIN che può essere sottoscritta dall'Emittente è 0,0001 STEELCOIN. Per la restituzione di STEELCOINS all'Emittente sono necessari almeno 0,01 STEELCOIN per l'Opzione Contanti (come definita nella sezione "<i>Diritti connessi ai STEELCOINS</i>" di seguito) o un (1) STEELCOIN per l'Opzione Prodotti in Acciaio (come definita nella sezione "<i>Diritti connessi ai STEELCOINS</i>" di seguito).</p> <p>I STEELCOINS non hanno un valore nominale.</p> <p>Ai sensi del presente Prospetto informativo saranno emessi fino a 18.000 STEELCOINS. Ulteriori STEELCOINS potranno essere emessi in futuro.</p> <p>I STEELCOINS non hanno una scadenza specifica. Tuttavia, a partire dal 2 gennaio 2023 l'Importo d'Acciaio (definito nella sezione "<i>Diritti connessi ai STEELCOINS</i>") viene ridotto del 3% ogni anno (calcolato su base giornaliera rispetto al giorno precedente, ossia con una riduzione decrescente).</p> <p>Così, ad esempio, il 31 dicembre 2022 la Quantità di acciaio è di circa 395,69 kg (rispetto a 1.814,39 kg fino al 1° gennaio 2023 incluso). Nell'ambito dell'Opzione Prodotti in Acciaio, ciò ha l'effetto di ridurre il peso della merce in acciaio ottenibile per STEELCOIN (o di aumentare il numero di STEELCOINS necessari per ottenere una certa quantità di merce in acciaio. Nell'ambito dell'Opzione Contanti, ciò costituisce un fattore di riduzione dell'importo del pagamento.</p> <p>Diritti connessi ai STEELCOINS</p> <p>I STEELCOINS possono essere restituiti in qualsiasi momento, a scelta del titolare, all'Emittente, a fronte di un certo quantitativo di specifici prodotti fisici in acciaio in kg ("Prodotti Fisici in Acciaio") o a fronte di un regolamento in contanti in euro ("Opzione Contanti"). Sia l'Opzione Prodotti in Acciaio che l'Opzione Contanti sono legate a un certo peso di merce in acciaio, che si riduce nel tempo come segue (ciascuno di questi importi è l'"Importo in Acciaio"): Fino al (e compreso il) 1° gennaio 2023, l'Importo in acciaio è pari a 1.814,39 kg di prodotti in acciaio per STEELCOIN; a partire dal 2 gennaio 2023, l'Importo in acciaio diminuirà continuamente del 3% all'anno, con una riduzione di peso applicata su base giornaliera, con la</p>

conseguenza che a partire dal 2 gennaio 2023, l'Importo in acciaio si riduce ogni giorno moltiplicando l'Importo in acciaio del giorno precedente per $0.97^{(1/365)}$ (rispettivamente negli anni bisestili: l'Importo in acciaio si riduce moltiplicando l'Importo in acciaio del giorno precedente per $0,97^{(1/366)}$).

Nell'ambito dell'Opzione Prodotti in Acciaio, da una selezione di determinati prodotti in acciaio, è possibile scegliere un numero specifico di tali prodotti in acciaio. Successivamente, tale numero di STEELCOINS deve essere restituito all'Emittente il cui Importo aggregato di acciaio del giorno di esercizio dell'opzione corrisponde al peso effettivo aggregato dei prodotti in acciaio selezionati. I prodotti in acciaio selezionati devono quindi essere ritirati presso i luoghi di ritiro selezionati. Nell'ambito dell'Opzione Prodotti in Acciaio deve essere restituito almeno un (1) STEELCOIN.

Il pagamento in contanti (in euro) dovuto in base all'Opzione Contanti ("**Prezzo di vendita**") è calcolato moltiplicando la rispettiva Quantità di acciaio del giorno di esercizio dell'Opzione Contanti con il "**Valore dell'acciaio finito**".

Il Valore dell'Acciaio Finito è un fattore che tiene conto, tra l'altro, di alcuni prezzi medi ai quali FRANKSTAHL e/o l'Emittente e/o altri operatori siderurgici locali o internazionali hanno piazzato ordini di acquisto per le scorte di alcuni gruppi di prodotti in acciaio finiti durante un periodo di 64 giorni di calendario prima dell'esercizio dell'Opzione Contanti ed è calcolato applicando una formula complessa.

Il Prezzo di Vendita è denominato in EUR. Gli investitori possono proporre un prezzo di vendita più alto per il quale sono disposti a restituire STEELCOINS, proponendo tale prezzo attraverso il Sito web. Tuttavia, l'Emittente non è obbligato ad accettare tale prezzo di vendita più alto. Nell'ambito dell'Opzione Contanti devono essere restituiti almeno 0,01 STEELCOINS.

I diritti connessi ai STEELCOINS possono essere esercitati solo attraverso il sito web dell'Emittente <https://www.steelcoin.com> ("**Sito web**").

Nessun rango

I STEELCOINS sono obbligazioni dirette, non garantite e non subordinate dell'Emittente nei confronti degli investitori, di pari grado tra loro e con tutte le altre obbligazioni non garantite dell'Emittente, a condizione che tali altre obbligazioni dell'Emittente non siano espressamente di rango superiore ai crediti degli investitori ai sensi delle leggi e dei regolamenti applicabili, in particolare delle leggi sull'insolvenza.

In caso di insolvenza dell'Emittente, agli investitori spettano solo i diritti di creditore. Gli investitori non hanno diritto alla segregazione o alla separazione e i loro crediti nei confronti dell'Emittente non hanno priorità e non sono garantiti.

Negoziabilità

I STEELCOINS sono, soggetti alle leggi e i regolamenti applicabili, generalmente liberamente trasferibili. È possibile trasferire frazioni di STEELCOINS, la cui frazione più piccola sarà pari a 0,000000000000000001 STEELCOIN. Tuttavia, qualsiasi trasferimento di un STEELCOIN (o di una sua frazione) richiede un trasferimento sulla Blockchain ("**Trasferimento**"). Ogni Trasferimento, in particolare l'esercizio dell'Opzione Prodotti in Acciaio o dell'Opzione Contanti, genererà "Commissioni Gas" pagabili dall'investitore in Ether (ETH, la valuta nativa della Blockchain). Pertanto, se l'Investitore desidera effettuare un Trasferimento, deve disporre del corrispondente importo di ETH per pagare le Commissioni sul gas sostenute per il Trasferimento. L'Emittente non ha alcuna influenza sull'importo delle Commissioni sul gas da pagare.

b) Dove saranno negoziati i titoli?

Alla data del Prospetto, l'Emittente non intende istituire o avviare un mercato in cui i STEELCOINS possano essere negoziati dagli investitori, né richiedere o ottenere l'ammissione dei STEELCOINS alla negoziazione su un mercato regolamentato, un sistema multilaterale di negoziazione, un sistema organizzato di negoziazione o qualsiasi altro mercato soggetto a regolamentazione analoga. Tuttavia, l'Emittente si riserva il diritto di farlo in futuro.

c)	Garanzia connessa ai titoli
	Non esiste alcuna garanzia legata ai STEELCOINS.
d)	Quali sono i principali rischi specifici dei titoli?
	<p>Il Prezzo di Vendita potrebbe non riflettere lo sviluppo dei prezzi sui mercati dell'acciaio</p> <p>Il Prezzo di Vendita sarà volatile</p> <p>Gli investitori interessati potrebbero sbagliare il valore attuale di uno STEELCOIN o il suo sviluppo futuro al momento di determinare il Prezzo di Sottoscrizione Offerto</p> <p>Il prezzo di sottoscrizione può essere notevolmente superiore al Prezzo di Vendita al momento della sottoscrizione</p> <p>L'Emittente potrebbe non essere in grado di calcolare il Valore dell'Acciaio Finito e, di conseguenza, il Prezzo di Vendita</p> <p>Un investitore potrebbe perdere l'accesso ai propri STEELCOINS a causa della perdita del (accesso a) portafoglio e/o della chiave privata dell'investitore</p> <p>I STEELCOINS potrebbero andare persi per colpa degli hacker</p> <p>I STEELCOINS potrebbero andare persi a causa della "finalità" della Blockchain</p> <p>I STEELCOINS potrebbero andare persi a causa di vulnerabilità del software dell'applicazione sottostante, del contratto intelligente sottostante e dell'infrastruttura blockchain (ad esempio, la rete Ethereum).</p>

Sezione D - Informazioni chiave sull'offerta di titoli al pubblico e/o sull'ammissione alla negoziazione in un mercato regolamentato	
a)	A quali condizioni posso investire in questo titolo e qual è il calendario previsto?
	<p>I STEELCOINS (o frazioni di essi; frazione minima: 0,0001 STEELCOINS) possono essere sottoscritti dagli investitori interessati a partire dalla data di inizio dell'emissione, che è prevista tra l'22 settembre 2022 e il 30 settembre 2022 (in ogni caso tale giorno è incluso) e che sarà pubblicata dall'Emittente sul Sito web, fino alla scadenza della validità del presente Prospetto informativo il 21 settembre 2023, al più tardi. L'Emittente si riserva il diritto di abbreviare o terminare il periodo di offerta in qualsiasi momento a sua assoluta discrezione (in particolare, nel caso di integrale collocazione di STEELCOINS). La procedura di sottoscrizione viene effettuata per via elettronica esclusivamente tramite il Sito Internet.</p> <p>Il prezzo di emissione dei STEELCOINS non è fisso. Piuttosto, un investitore interessato è tenuto a fare un'offerta ("Offerta dell'investitore") per sottoscrivere (una frazione di) uno o più STEELCOINS ("STEELCOINS offerti") a un importo in euro per STEELCOIN specificato dall'investitore interessato ("Prezzo di sottoscrizione offerto"), che non deve superare i 5.400 euro per STEELCOIN (prezzo massimo di emissione per STEELCOIN).</p> <p>Il Prezzo di sottoscrizione offerto moltiplicato per gli STEELCOINS offerti deve essere di almeno 50 EUR (importo minimo di investimento per ogni offerta di sottoscrizione) e la frazione più piccola che può essere sottoscritta è 0,0001 STEELCOIN.</p> <p>L'Emittente, a sua esclusiva discrezione, può accettare l'Offerta dell'Investitore in tutto o in parte (cioè solo con un numero ridotto di STEELCOINS o una frazione di essi, ma non per un prezzo diverso dal Prezzo di Sottoscrizione Offerto) o respingerla immediatamente.</p> <p>Se l'Offerta dell'Investitore viene accettata (in tutto o in parte) dall'Emittente ("Offerta di Sottoscrizione"), l'investitore interessato sottoscrive il numero di STEELCOINS (o una frazione di esso) accettato dall'Emittente ("STEELCOINS Accettati") e deve pagare immediatamente l'importo risultante dalla moltiplicazione dei STEELCOINS Accettati con il Prezzo di Sottoscrizione Offerto ("Importo di Sottoscrizione") utilizzando uno dei metodi di pagamento offerti. Fatte salve alcune eccezioni, tutti i pagamenti effettuati all'Emittente devono provenire da conti all'interno dell'Unione Europea e/o dello Spazio Economico Europeo.</p> <p>Dopo il pagamento completo dell'Importo di Sottoscrizione, all'investitore interessato viene chiesto di fornire l'indirizzo pubblico sulla Blockchain dove saranno trasferiti gli STEELCOINS</p>

	<p>accettati ("Indirizzo di Consegna") e può dare istruzioni all'Emittente di emettere i STEELCOINS accettati. Entro 24 ore dal ricevimento dell'indirizzo di consegna da parte dell'Emittente, quest'ultimo emette i STEELCOINS accettati coniadoli sulla Blockchain e trasferendoli successivamente all'indirizzo di consegna ("Emissione degli STEELCOINS accettati"). La commissione per l'emissione degli STEELCOINS accettati (commissione per il gas), pagabile nella valuta nativa della Blockchain, Ether (ETH), è a carico dell'Emittente.</p> <p>L'emissione dei STEELCOINS accettati all'investitore interessato è subordinata al previo pagamento integrale dell'Importo di sottoscrizione. Se il pagamento dell'intero Importo di sottoscrizione non viene effettuato entro il termine indicato sul Sito web, l'Offerta di sottoscrizione viene annullata. Se il pagamento dell'Importo di Sottoscrizione viene revocato o annullato per qualsiasi motivo, l'investitore deve restituire gli STEELCOINS accettati all'Emittente e l'Emittente brucerà i rispettivi STEELCOINS accettati entro sette (7) giorni dal ricevimento.</p> <p>L'Emittente stima che i costi complessivi dell'emissione ammontino a un massimo di 2.000.000 di euro.</p> <p>Gli investitori possono essere tenuti a pagare le abituali commissioni di transazione al momento del pagamento dell'Importo di Sottoscrizione all'Emittente.</p> <p>Alla data del presente Prospetto, l'Emittente non ha concluso accordi di distribuzione, ma è libero di concluderli in futuro.</p>
b)	<p>Chi è l'offerente e/o il soggetto che chiede l'ammissione alla negoziazione?</p> <p>L'Emittente è l'offerente dei STEELCOINS. I STEELCOINS non sono ammessi alla negoziazione su un mercato regolamentato. Consultare il punto C.b) della presente Nota di Sintesi.</p>
c)	<p>Perché è redatto il presente prospetto?</p> <p>L'Emittente intende offrire al pubblico i STEELCOINS, che sono strumenti finanziari ai sensi dell'articolo 2 lettera a) del Regolamento sul Prospetto UE, ai sensi dell'articolo 2 lettera d) del Regolamento sul Prospetto UE ("Offerta"). Il corrispettivo totale dell'Offerta supererà probabilmente le soglie stabilite dall'articolo 1, comma 3, del Regolamento sul prospetto UE e dall'articolo 12 della legge austriaca sui mercati dei capitali 2019 (<i>Kapitalmarktgesetz 2019</i>). Non si applica l'eccezione ai sensi dell'articolo 1, comma 4, del Regolamento sul Prospetto. Pertanto, l'Emittente effettuerà l'Offerta solo dopo la preventiva pubblicazione del presente Prospetto.</p> <p>I proventi netti raccolti attraverso l'Offerta saranno utilizzati per le operazioni commerciali in corso dell'Emittente con l'obiettivo di generare profitti propri con il trading di acciaio o altre attività a discrezione dell'Emittente. Gli investitori non partecipano a tali profitti in quanto i STEELCOINS sono obbligazioni dirette, non garantite e non subordinate dell'Emittente.</p> <p>Le attività operative dell'Emittente possono includere la negoziazione di prodotti in acciaio con terzi (altri grossisti, commercianti, acciaierie, grandi consumatori di acciaio) e/o l'acquisizione di un'esistenza d'acciaio e/o partecipazioni societarie per cui l'Emittente può anche detenere liquidità sotto forma di conti bancari e strumenti del mercato monetario e non deve utilizzare l'intero ricavato dell'emissione. Tuttavia, l'Emittente può anche perseguire ulteriori o altre attività commerciali e anche abbandonare le attività attuali e/o pianificate in futuro.</p> <p>Poiché l'Emittente non è in grado di determinare il prezzo di emissione dei STEELCOINS (si veda il punto D.a) della presente Nota di Sintesi) e tale prezzo può variare significativamente nel tempo, non è possibile per l'Emittente stimare in modo attendibile i proventi derivanti dall'emissione di un massimo di 18.000 STEELCOINS, oggetto del presente Prospetto. Il massimo ricavo teorico possibile dall'emissione, ossia se tutti i 18.000 STEELCOINS di cui al presente Prospetto fossero collocati al prezzo massimo di emissione di 5.400 EUR per STEELCOINS, ammonterebbe a 97,2 milioni di EUR lordi o, tenendo conto dei costi totali stimati di cui sopra, a 95,2 milioni di EUR netti. Gli investitori/titolari di STEELCOINS non partecipano ai proventi delle attività operative dell'Emittente. L'Offerta non è soggetta a un accordo di sottoscrizione su base di impegno irrevocabile: L'Emittente emetterà gli STEELCOINS esclusivamente da solo e direttamente tramite il sito web. Marcel Javor, uno degli amministratori delegati dell'Emittente (<i>Geschäftsführer</i>), è anche amministratore delegato dell'Emittente azionista unico FRANKSTAHL e (indirettamente) unico beneficiario finale dell'Emittente e di FRANKSTAHL. Pertanto, possono</p>

	sorgere conflitti di interesse tra l'Emittente, il suo azionista FRANKSTAHL e il suo unico beneficiario finale.
--	-----------------------------------------------------------------------------------------------------------------

Annex O

Latvian translation / *tulkojums latviešu valodā*

I. Kopsavilkums

A sadaļa – Ievads ar brīdinājumiem	
<p>Šis kopsavilkums ir jālasa kā šī Prospekta (kā noteikts tālāk) ievads.</p> <p>Jebkurš lēmums ieguldīt vērtspapīros ieguldītājam ir jāpieņem, pamatojoties uz apsvērumiem, kas izriet no šī Prospekta kopumā.</p> <p>Vērtspapīros ieguldītāji var zaudēt visu vai daļu no ieguldītā kapitāla.</p> <p>Ja tiesā tiek iesniegta prasība saistībā ar šajā Prospektā ietverto informāciju, prasītājam ieguldītājam saskaņā ar valsts tiesību aktiem var būt jāsedz šī Prospekta tulkošanas izmaksas pirms tiesvedības uzsākšanas.</p> <p>Civiltiesiska atbildība gulstas tikai uz tām personām, kas iesniegušas kopsavilkumu, tostarp veikušas jebkādu tā tulkošanu, bet tikai tādā gadījumā, ja kopsavilkums ir maldinošs, neprecīzs vai, lasot kopā ar pārējām prospekta daļām, pretrunīgs, vai, ja, lasot kopā ar pārējām Prospekta daļām, nav sniegta pamatinformācija, lai palīdzētu ieguldītājiem apsvērt, vai ieguldīt minētajos vērtspapīros.</p>	
a)	Vērtspapīru nosaukums un starptautiskais vērtspapīru identifikācijas numurs ("ISIN").
	<p>Šis prospekts ("Prospekts") attiecas uz STEELCOINS emisiju, kas ir pārvedami uzrādītāja vērtspapīri ERC-20 žetonu veidā blokķēdē "Ethereum", kuriem nav dzēšanas termiņa un par kuriem nav jāmaksā procenti, taču tos var atgriezt jebkurā laikā pēc turētāja izvēles, vai nu pret fizisku norēķinu pret noteiktu tērauda izstrādājumu daudzumu (laika gaitā samazinās) vai pret skaidras naudas norēķinu EUR ("STEELCOINS", un katrs atsevišķi ir "STEELCOIN"). STEELCOINS ISIN ir: ATSTEELCOIN5.</p>
b)	Emitenta identitāte un kontaktinformācija, tostarp tā juridiskās personas identifikators ("LEI")
	<p>FS Steel-Products GmbH ("Emitents"; LEI: 529900OX94239BUDFN51), ir sabiedrība ar ierobežotu atbildību (<i>Gesellschaft mit beschränkter Haftung</i>) reģistrēta un spēkā esoša saskaņā ar Austrijas Republikas tiesību aktiem, tās juridiskā adrese ir Vīnē, Austrijā, un juridiskā biroja adrese ir: Praterstraße 15/3/17, 1020 Vīne, Austrija (tālrunis: 43 50 5030; tīmekļa vietne: https://www.steelcoin.com). Emitents ir reģistrēts Vīnes Tirdzniecības tiesas (<i>Handelsgericht Wien</i>) Komercreģistrā (<i>Firmenbuch</i>) ar reģistrācijas numuru FN 579306 x. Tas darbojas arī ar komercnosaukumu STEELCOIN.</p>
c)	Piedāvātāja, tostarp tā LEI, ja piedāvātājam ir juridiskas personas statuss, vai personas, kas lūdz pielaidi tirdzniecībai regulētā tirgū, identitāte un kontaktinformācija
	<p>Skatīt šī kopsavilkuma A.b) punktu.</p>
d)	Tās kompetentās iestādes identitāte un kontaktinformācija, kura apstiprina šo prospektu, un, ja tā atšķiras, kompetentā iestāde, kas apstiprinājusi reģistrācijas dokumentu vai vispārējo reģistrācijas dokumentu
	<p>Austrijas finanšu tirgus uzraudzības iestāde (<i>Finanzmarktaufsichtsbehörde</i>, "FMA"), Otto-Wagner-Platz 5, A-1090 Vīne (tālrunis: 43 1 249 59-0; tīmekļa vietne: www.fma.gv.at) ir apstiprinājusi šo Prospektu kā Austrijas kompetentā iestāde saskaņā ar Eiropas Parlamenta un Padomes 2017. gada 14. jūnija Regulu (ES) 2017/1129 ar grozījumiem ("ES Prospekta regula") un saskaņā ar Austrijas 2019. gada Kapitāla tirgu likumu (<i>Kapitalmarktgesetz 2019</i>).</p>
e)	Prospekta apstiprināšanas datums
	<p>Šis Prospekts ir apstiprināts 2022. gada 21. septembrī.</p>

B sadaļa – Galvenā informācija par Emitentu

a) Kas ir vērtspapīru Emitents?

Domicils un juridiskā forma, LEI, tiesību akti, saskaņā ar kuriem Emitents darbojas, un tā dibināšanas valsts

Skatīt šī kopsavilkuma A.b) punktu.

Galvenās darbības

Emitenta biznesa mērķi (*Unternehmensgegenstand*) kā norādīts tā statūtu (*Errichtungserklärung*) trešajā daļā (*Drittens*), ietver (tulkots no vācu oriģināla):

- metālizstrādājumu un būvmateriālu tirdzniecību;
- visus darījumus un pasākumus, kas ir nepieciešami un noderīgi uzņēmuma mērķu sasniegšanai un uzņēmuma attīstībai un ekonomiskajai efektivitātei.

Tērauda tirdzniecība un emitēšana, kā arī Emitenta saistību izpilde, kas saistīta ar STEELCOINS, ir Emitenta galvenais uzņēmējdarbības mērķis. Emitenta stratēģiskais mērķis ir izveidot jaunu klasiskās tērauda tirdzniecības veidu, emitējot STEELCOINS, - gan spekulācijai, gan tērauda patērētāju riska ierobežošanas efektam. Emitenta kā tērauda tirgotāja operatīvajā darbībā var ietilpt tērauda izstrādājumu tirdzniecība ar trešajām personām (citi vairumtirgotāji, tirgotāji, tērauda rūpnīcas, lielie tērauda patērētāji). Emitentam ir atbilstoša tirdzniecības licence (Trade Information System Austria [*Gewerbeinformationssystem Austria – GISA*] numurs 34882627). Emitents var (bet tam nav pienākuma) arī nodrošināties pret cenu pieaugumu un riskiem nākotnē un slēgt atbilstošus darījumus. Emitents nākotnē var būvēt vai iegādāties savas noliktavas, kā arī var iegādāties un atsavināt uzņēmumus vai līdzdalības uzņēmumus. Emitenta uzņēmējdarbība neaprobežojas tikai ar Eiropas tirgu, bet var ietvert tirdzniecības un darījumu partnerus visā pasaulē. Tirgus attīstība un tirgus cenas būtiski ietekmēs to, kā Emitents veic savu uzņēmējdarbību. Turklāt Emitenta biznesa lēmumus ietekmēs arī STEELCOIN attīstība un emitēto STEELCOINS skaits, kā arī investoru uzvedība, kad STEELCOINS tiek atgriezti. Kā operatīva vienība Emitents nav apņēmis ievērot noteiktu stratēģiju. Emitentam jo īpaši nav pienākuma turēt savu tērauda (vai citu) izstrādājumu krājumus vai piemērot īpašu ieguldījumu vai riska ierobežošanas stratēģiju, bet tas var brīvi izmantot emisijas ieņēmumus pēc saviem ieskatiem uz sava rēķina. Nākotnē Emitents var mainīt savu saimniecisko darbību un var – pēc saviem ieskatiem un sava (vienīgā) akcionāra ieskatiem – veikt papildu vai citas darbības un/vai atteikties no esošās un/vai plānotās saimnieciskās darbības.

(Tiešie un netiešie) akcionāri

Vienīgais emitenta akcionārs ir FRANKSTAHL Rohr- und Stahlhandels-gesellschaft m.b.H. ("**FRANKSTAHL**"), sabiedrība ar ierobežotu atbildību (*Gesellschaft mit beschränkter Haftung*), kas ir reģistrēta un spēkā esoša saskaņā ar Austrijas Republikas tiesību aktiem, un tās juridiskā adrese ir Vīnē, Austrijā, juridiskā biroja adrese Esteplatz 6, 1030 Vīne, Austrija, reģistrēta Vīnes Tirdzniecības tiesas (*Handelsgericht Wien*) Komercreģistrā (*Firmenbuch*) ar reģistrācijas numuru FN 142511 a.

FRANKSTAHL vienīgais akcionārs ir Javor Unternehmensbeteiligungsges.m.bH, sabiedrība ar ierobežotu atbildību (*Gesellschaft mit beschränkter Haftung*) reģistrēta un spēkā esoša saskaņā ar Austrijas Republikas tiesību aktiem, kuras juridiskā adrese ir Vīnē, Austrijā, juridiskā biroja adrese Esteplatz 6, 1030 Vīne, Austrija, reģistrēta Vīnes Tirdzniecības tiesas (*Handelsgericht Wien*) Komercreģistrā (*Firmenbuch*) ar reģistrācijas numuru FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. pilnībā pieder Marselam Javora (*Marcel Javor*) kungam, dzimušam 1974. gada 17. oktobrī, kurš tādējādi ir Emitenta galīgais faktiskais īpašnieks.

Vadība

Emitenta vadībā (*Geschäftsführung*) pašlaik ir šādi rīkotājdirektori (*Geschäftsführer*):

- *Marcel Javor*, dzimis 1974. gada 17. oktobrī; un
- *Ronald Nagy*, dzimis 1973. gada 7. decembrī.

Apstiprināto revidentu identitāte

Emitents iecēla BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft kuras juridiskā adrese ir Vīnē, Austrijā, un juridiskā biroja adrese: Am Belvedere 4, 1100 Vīne, Austrija, reģistrēta Vīnes Tirdzniecības tiesas Komercreģistrā ar reģistrācijas numuru FN 96046 w ("**BDO**"), par revidentu Emitenta (i) sākuma bilancei (*Eröffnungsbilanz*) 2022. gada 31. martā ("**Sākuma bilance**") un (ii) nekonsolidētajiem pagaidu finanšu pārskatiem ("**Finanšu pārskati**") šajā datumā un par laika posmu no 2022. gada 1. aprīļa līdz 2022. gada 15. augustam, abi sagatavoti saskaņā ar vispārpieņemtiem grāmatvedības principiem Austrijā ("**GAAP**"). BDO 2022. gada 26. augustā ir izsniegusi revīzijas atzinumu bez piezīmēm par Sākuma bilanci un 2022. gada 26. augusta revīzijas atzinumu bez piezīmēm par Finanšu pārskatiem.

BDO ir biedrs Valsts auditoru institūtā Austrijā (*Institut der Wirtschaftsprüfer*) un Austrijas Nodokļu konsultantu un auditoru palātā (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Kāda ir galvenā finanšu informācija par Emitentu?

Informācija tālāk esošajās tabulās ir iegūta, un ir tikai kopsavilkums, no Sākuma bilances un Finanšu pārskatiem par norādītajiem datumiem/periodiem. Informācija zemāk esošajās tabulās ir jālasa kopā ar informāciju, kas ietverta visā Prospektā, jo īpaši informāciju Sākuma bilanci un Finanšu pārskatos, kas iekļauta šī Prospekta VII daļā (*Annexes*).

Peļņas un zaudējumu aprēķins (auditēts)	2022.g. 1.aprīlis – 2022.g.15. augusts	
	(€)	
Citas darbības izmaksas		- 11.617,16
Darbības rezultāts		- 11.617,16
Rezultāts pirms nodokļu nomaksas		- 11.617,16
Rezultāts pēc nodokļu nomaksas		- 11.617,16
Gada neto zaudējumi		- 11.617,16
Uzkrātie zaudējumi		- 11.617,16

Bilance (auditēta)	2022.g.15.	2022.g. 31.marts
	augusts	
	(€)	
Aktīvi		
<i>Apgrozāmie līdzekļi</i>	1.790.182,84	100.000,00
Debitoru parādi un citi aktīvi	1.359,50	0
Atlikumi kredītiestādēs	1.788.823,34	100.000,00
Bilance kopā	1.790.182,84	100.000,00
Pašu kapitāls un saistības		
<i>Pašu kapitāls</i>	1.788.382,84	100.000,00
Pamatkapitāls	100.000,00	100.000,00
Kapitāla rezerves	1.700.000,00	0
Uzkrātie zaudējumi	- 11.617,16	0
<i>Provīzijas</i>	1.800,00	0
Pārējās provīzijas	1.800,00	0
Bilance kopā	1.790.182,84	100.000,00

c)	Kādi ir būtiskie riski, kas ir raksturīgi Emitentam?
	<p>Emitents ir izteikti atkarīgs no FRANKSTAHL</p> <p>Emitentam nav sava personāla, un tas, iespējams, nevarēs izveidot savu personālu, jo īpaši galvenos darbiniekus, un attīstīt tā darbībai nepieciešamo zinātību.</p> <p>Emitents var nespēt iegādāties tērauda izstrādājumus, kas nepieciešami STEELCOINS un/vai tā fiziskā nodrošinājuma saistību izpildei (pieejamības risks) un/vai ar komerciāli pieņemamiem nosacījumiem (cenu svārstību risks).</p> <p>Emitents var nespēt piegādāt tērauda preces saskaņā ar Tērauda izstrādājumu opciju sakarā ar to, ka tērauda izstrādājumi nav pieejami, vai tādēļ, ka Emitents nespēj nodrošināt tērauda preces laikā vai vispār. Emitenta spēja samaksāt skaidras naudas norēķinu saskaņā ar Skaidras naudas opciju nav nodrošināta.</p>

C sadaļa – Galvenā informācija par vērtspapīriem	
a)	Kādas ir vērtspapīru galvenās iezīmes?
	<p>STEELCOINS tips, klase un ISIN</p> <p>STEELCOINS ir pārvedami uzrādītāja vērtspapīri ar ISIN ATSTEELCOIN5, kas tiek emitēti ERC-20 žetonu veidā "Ethereum" blokķēdē ("Blockchain"). Nav dažādu STEELCOINS klašu.</p> <p>Valūta, denominācija, nominālvērtība, emitēto vērtspapīru skaits un vērtspapīru termiņš</p> <p>STEELCOINS nav noteiktas valūtas. Tomēr STEELCOINS emisija tiek veikta pret samaksu eiro. STEELCOIN minimālā denominācija (= mazākā pārvedamā vienība) ir 0,000000000000000001 STEELCOIN. Tomēr mazākā STEELCOIN vienība, ko var parakstīt pie Emitenta, ir 0,0001 STEELCOIN. STEELCOIN atgriešanai Emitentam ir nepieciešami vismaz 0,01 STEELCOIN Skaidras naudas opcijai (kā noteikts sadaļā "<i>Ar STEELCOINS saistītās tiesības</i>" zemāk) vai viens (1) STEELCOIN Tērauda izstrādājumu opcijai (kā definēts sadaļā "<i>Ar STEELCOINS saistītās tiesības</i>" zemāk).</p> <p>STEELCOINS nav nominālvērtības.</p> <p>Saskaņā ar šo Prospektu tiks emitēti līdz 18.000 STEELCOINS. Nākotnē var tikt emitēti papildu STEELCOINS.</p> <p>STEELCOINS nav noteikta termiņa/dzēšanas termiņa. Tomēr, sākot ar 2023. gada 2. janvāri, Tērauda daudzums (noteikts sadaļā "<i>Ar STEELCOINS saistītās tiesības</i>" zemāk) tiek samazināts par 3% katru gadu (aprēķinot katru dienu salīdzinājumā ar iepriekšējo dienu; t.i, pakāpenisks samazinājums). Tā, piemēram, 2022. gada 31. decembrī Tērauda daudzums ir aptuveni 395,69 kg (salīdzinājumā ar 1.814,39 kg līdz 2023. gada 1. janvārim ieskaitot). Tērauda izstrādājumu opcijā tas samazina tērauda izstrādājumu svaru, ko var iegūt par vienu STEELCOIN (vai palielinās STEELCOINS skaits, kas nepieciešams, lai iegūtu noteiktu tērauda izstrādājumu daudzumu.) Skaidras naudas opcijas ietvaros tas ir faktors, kas samazina izmaksas summu.</p> <p>Ar STEELCOINS saistītās tiesības</p> <p>STEELCOINS var atgriezt Emitentam jebkurā laikā pēc turētāja izvēles vai nu pret noteiktu konkrētu fizisko tērauda preču daudzumu kilogramos ("Tērauda izstrādājumu opcija") vai pret skaidras naudas norēķiniem eiro ("Skaidras naudas opcija").</p> <p>Gan tērauda izstrādājumu opcija, gan skaidras naudas opcija ir saistītas ar noteiktu tērauda izstrādājumu svaru, kas laika gaitā tiek samazināts šādi (katra šāda summa "Tērauda daudzums"): Līdz 2023. gada 1. janvārim (ieskaitot) Tērauda daudzums ir 1.814,39 kg tērauda izstrādājumu uz vienu STEELCOIN; no 2023. gada 2. janvāra Tērauda daudzums nepārtraukti samazināsies par 3% gadā, turklāt svara samazinājums tiek piemērots katru dienu, kā rezultātā, sākot ar 2023. gada 2. janvāri, Tērauda daudzums tiek samazināts katru dienu, reizīnot iepriekšējās dienas Tērauda daudzumu ar $0,97^{(1/365)}$ (attiecīgi garajos gados: Tērauda daudzums tiek samazināts, reizīnot iepriekšējās dienas Tērauda daudzumu ar</p>

0,97^(1/366)).

Izmantojot Tērauda izstrādājumu opciju, no noteiktu tērauda izstrādājumu izvēles var atlasīt noteiktu skaitu šādu tērauda izstrādājumu. Pēc tam šāds STEELCOINS skaits ir jāatgriež Emitentam, kura opcijas izmantošanas dienas kopējais Tērauda daudzums atbilst atlasīto tērauda izstrādājumu summētajam faktiskajam svaram. Pēc tam atlasītie tērauda izstrādājumi ir jāsaņem izvēlētajās savākšanas vietās. Izmantojot Tērauda izstrādājumu opciju, ir jāatgriež vismaz viens (1) STEELCOIN.

Skaidras naudas norēķins (eiro), kas maksājams saskaņā ar Skaidras naudas opciju ("**Pārdošanas cena**"), tiek aprēķināts, reizinot Skaidras naudas opcijas izmantošanas dienas attiecīgo Tērauda daudzumu ar "**Gatavā tērauda vērtību**". Gatavā tērauda vērtība ir faktors, kas ņem vērā *cita starpā* noteiktas vidējās cenas, par kurām FRANKSTAHL un/vai Emitents un/vai citi vietējie vai starptautiskie tērauda tirgotāji ir veikuši pirkšanas pasūtījumus krājumu glabāšanai noteiktās gatavo tērauda izstrādājumu grupās 64 kalendāro dienu laikā pirms Skaidras naudas opcijas izmantošanas. un tiek aprēķināts, izmantojot kompleksu formulu. Pārdošanas cena ir izteikta EUR. Ieguldītāji var piedāvāt augstāku pārdošanas cenu, par kuru viņi vēlas atgriezt STEELCOINS, piedāvājot šādu cenu tīmekļa vietnē. Tomēr Emitentam nav pienākuma pieņemt šādu augstāku pārdošanas cenu. Izmantojot Skaidras naudas opciju, ir jāatgriež vismaz 0,01 STEELCOIN.

Ar STEELCOINS saistītās tiesības var izmantot tikai Emitenta tīmekļa vietnē <https://www.steel-coin.com> ("**Tīmekļa vietne**").

Nav prioritātes

STEELCOINS ir tiešas, nenodrošinātas, nesubordinētas Emitenta saistības pret ieguldītājiem, kas ir līdzvērtīgas *pari passu* savā starpā un ar visām citām nenodrošinātām Emitenta saistībām, ciktāl šādas citas Emitenta saistības nav nepārprotami prioritāras attiecībā uz ieguldītāju prasījumiem saskaņā ar piemērojamiem normatīvajiem aktiem, jo īpaši maksātnespējas tiesību aktiem.

Emitenta maksātnespējas gadījumā ieguldītājiem pienākas tikai kreditora tiesības. Ieguldītājiem nevar būt prasību attiecībā uz segregāciju vai nodalīšanu, un arī viņu prasības pret Emitentu nav prioritāras un nav nodrošinātas.

Pārvedamība

STEELCOINS, ievērojot piemērojamos likumus un noteikumus, parasti ir brīvi pārvedami. Var tikt pārvestas STEELCOINS frakcijas, kur mazākā frakcija ir 0,000000000000000001 STEELCOIN. Tomēr jebkurai STEELCOIN (vai tā daļas) pārvešanai ir nepieciešama pārsūtīšana Blockchain ("**Pārsūtīšana**"). Jebkura Pārsūtīšana, tostarp jo īpaši Tērauda izstrādājumu opcijas vai Skaidras naudas opcijas izmantošana, radīs "gāzes nodevas", kas ieguldītājam jāmaksā Ether (ETH, Blockchain iekšējā valūtā). Tādējādi, ja Ieguldītājs vēlas veikt Pārsūtīšanu, tam ir jābūt atbilstoši ETH summai, lai samaksātu par sakarā ar Pārsūtīšanu radušos Gāzes nodevu. Emitentam nav nekādas ietekmes uz maksājamo Gāzes nodevas apmēru.

b) Kur tiks tirgoti vērtspapīri?

Prospekta izdošanas brīdī Emitents neplāno izveidot vai uzsākt tirgus vietu, kurā ieguldītāji var tirgot STEELCOINS, vai arī pieteikties vai iegūt STEELCOINS iekļaušanu regulētā tirgū, daudzpusējā tirdzniecības sistēmā, organizēta tirdzniecības sistēmā vai jebkurā citā tirgū, uz kuru attiecas līdzīgs regulējums. Tomēr Emitents patur tiesības to darīt turpmāk.

c) Vai vērtspapīriem ir pievienota garantija?

STEELCOINS nav pievienota garantija.

d) Kādi ir būtiskākie riski, kas ir raksturīgi vērtspapīriem?

Pārdošanas cena var neatspoguļot cenu attīstību tērauda tirgos

Pārdošanas cena būs nepastāvīga

Ieinteresētie ieguldītāji, nosakot Piedāvāto parakstīšanās cenu, var kļūdīties par STEELCOIN pašreizējo vērtību vai tā turpmāko attīstību.

<p>Parakstīšanās cena var būt ievērojami augstāka par pārdošanas cenu parakstīšanās brīdī. Iespējams, ka Emitents nevar aprēķināt Gatavā tērauda vērtību un līdz ar to arī pārdošanas cenu</p> <p>Ieguldītājs var zaudēt piekļuvi saviem STEELCOINS, ja tiek zaudēts (zaudēta piekļuve) ieguldītāja maks un/vai privātā atslēga</p> <p>Emitenta privātās atslēgas zaudēšana izraisītu Emitenta rīcībnespēju un/vai kontroles zaudēšanu pār STEELCOINS bāzes viedā līguma funkcijām.</p> <p>STEELCOINS var tikt zaudēti hakeru dēļ</p> <p>STEELCOINS var tikt zaudēti Blockchain "galīguma" dēļ</p> <p>STEELCOINS var tikt zaudēti bāzes programmatūras lietojumprogrammas, bāzes viedā līguma un blokķēdes infrastruktūras (t.i., Ethereum tīkla) programmatūras ievainojamības dēļ</p>

D sadaļa – Galvenā informācija par vērtspapīru publisko piedāvājumu un/vai iekļaušanu tirdzniecībai regulētā tirgū

a)	<p>Kādos apstākļos un saskaņā ar kādu grafiku es varu ieguldīt šajā vērtspapīrā?</p> <p>Uz STEELCOINS (vai to frakcijām; minimālā frakcija: 0,0001 STEELCOIN) ieinteresētie ieguldītāji var parakstīties, sākot no emisijas sākuma datuma, kas ir paredzēts laikā no 2022. gada 22. septembra līdz 2022. gada 30. septembrim (jebkurā gadījumā ieskaitot šo dienu), un ko Emitents publicēs tīmekļa vietnē, līdz šī Prospekta derīguma termiņa beigām, vēlākais, 2023. gada 21. septembrī. Emitents patur tiesības jebkurā laikā pēc saviem ieskatiem saīsināt vai izbeigt piedāvājuma termiņu (jo īpaši, ja STEELCOINS ir pilnībā izvietoti). Parakstīšanās process tiek veikts tikai elektroniski, izmantojot tīmekļa vietni.</p> <p>STEELCOINS emisijas cena nav fiksēta. Ieinteresētajam ieguldītājam ir jāizsaka piedāvājums ("Ieguldītāja piedāvājums"), lai parakstītos uz vienu vai vairākiem (uz frakciju) STEELCOINS ("Piedāvātie STEELCOINS") par eiro summu par vienu STEELCOIN, ko norādījis ieinteresētais ieguldītājs ("Piedāvātā parakstīšanās cena"), kas nedrīkst pārsniegt EUR 5.400 par vienu STEELCOIN (maksimālā emisijas cena par vienu STEELCOIN). Piedāvātajai parakstīšanās cenai, kas reizināta ar Piedāvātajiem STEELCOINS, ir jābūt vismaz EUR 50 (minimālā ieguldījuma summa uz vienu parakstīšanās piedāvājumu), un mazākā frakcija, uz ko var parakstīties, ir 0,0001 STEELCOIN.</p> <p>Emitents pēc saviem ieskatiem var pieņemt Investora Piedāvājumu pilnībā vai daļēji (t.i., tikai par samazinātu STEELCOINS skaitu vai to frakciju, bet ne par cenu, kas nav Piedāvātā parakstīšanās cena) vai nekavējoties to noraidīt.</p> <p>Ja ieguldītāja Piedāvājumu (pilnībā vai daļēji) Emitents pieņem ("Parakstīšanās piedāvājums"), ieinteresētais ieguldītājs parakstās uz tādu STEELCOINS skaitu (vai to frakciju), kādu ir akceptējis Emitents ("Akceptētie STEELCOINS") un nekavējoties samaksā summu, kas iegūta, reizinot Akceptētos STEELCOINS ar Piedāvāto parakstīšanās cenu ("Parakstīšanās summa"), izmantojot kādu no piedāvātajiem maksājuma veidiem. Ievērojot atsevišķus izņēmumus, visi Emitentam veiktie maksājumi jāveic no kontiem Eiropas Savienībā un/vai Eiropas Ekonomikas zonā.</p> <p>Pēc pilnīgas Parakstīšanās summas samaksas ieinteresētais ieguldītājs tiek lūgts norādīt publisko adresi Blockchain, uz kuru tiks pārsūtīti Akceptētie STEELCOINS ("Piegādes adrese"), un var uzdot Emitentam izsniegt Akceptētos STEELCOINS. 24 stundu laikā pēc tam, kad Emitents ir saņēmis Piegādes adresi, Emitents izsniedz Akceptētos STEELCOINS, tos izkalot Blockchain un pēc tam pārsūtot uz Piegādes adresi ("Akceptēto STEELCOINS izsniegšana"). Maksu par Akceptēto STEELCOINS izsniegšanu, kas maksājama Blockchain iekšējā valūtā Ether [ETH], sedz Emitents.</p> <p>Par Akceptēto STEELCOINS izsniegšanu ieinteresētajam ieguldītājam ir iepriekš jāsamaksā pilna Parakstīšanās summa. Ja pilnas Parakstīšanās summas apmaksa netiek veikta Tīmekļa vietnē maksājumam norādītajā laikā, piemērojamais Parakstīšanās piedāvājums tiek atcelts. Ja</p>
-----------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Parakstīšanās summas maksājums tiek atsaukts vai atcelts kāda iemesla dēļ, ieguldītājam ir jāatdod Emitentam Akceptētie STEELCOINS, un Emitents sadedzinās attiecīgos Akceptētos STEELCOINS septiņu (7) dienu laikā pēc saņemšanas.</p> <p>Emitents pieņem, ka kopējās emisijas izmaksas ir līdz 2.000.000 eiro.</p> <p>Ieguldītājiem, izmaksājot Emitentam Parakstīšanās summu, var būt jāmaksā parastā darījuma komisijas maksa.</p> <p>Šī Prospekta datumā Emitents nav noslēdzis izplatīšanas līgumus, bet var brīvi slēgt šādus līgumus nākotnē.</p>
b)	<p>Kas ir piedāvātājs un/vai persona, kas lūdz pielaidi tirdzniecībai?</p> <p>Emitents ir STEELCOINS piedāvātājs. STEELCOINS nav atļauts tirgot regulētā tirgū. Skatīt šī kopsavilkuma C.b) punktu.</p>
c)	<p>Kāpēc tiek sagatavots šis prospekts?</p> <p>Šis Emitents plāno piedāvāt STEELCOINS, kas ir vērtspapīri ES Prospekta regulas 2. panta a) apakšpunkta izpratnē, publiski - ES Prospekta regulas 2. panta d) apakšpunkta izpratnē ("Piedāvājums"). Piedāvājuma kopējā atlīdzība, visticamāk, pārsniegs sliekšņus, kas noteikti ES Prospekta regulas 1. panta 3. punktā un Austrijas 2019. gada Kapitāla tirgu likuma 12. sadaļā (<i>Kapitalmarktgesetz 2019</i>). Izņēmums saskaņā ar ES Prospekta regulas 1. panta 4. punktu netiek piemērots. Tādējādi Emitents izsaka Piedāvājumu tikai pēc šī Prospekta iepriekšējās publicēšanas.</p> <p>Piedāvājuma rezultātā iegūtie tīrie ieņēmumi tiks izmantoti Emitenta pastāvīgajai saimnieciskajai darbībai ar mērķi gūt peļņu no tērauda tirdzniecības vai citām darbībām pēc Emitenta ieskatiem. Ieguldītāji nepiedalās tādā peļņā, jo STEELCOINS ir Emitenta tiešas, nenodrošinātas, nepakārtotas saistības. Emitenta operatīvā darbība var ietvert tērauda izstrādājumu tirdzniecību ar trešajām personām (citiem vairumtirgotājiem, tirgotājiem, tērauda rūpnīcām, lieliem tērauda patērētājiem) un/vai tērauda krājumu un/vai uzņēmumu līdzdalības iegādi, kā rezultātā Emitents var arī uzturēt likviditāti banku kontu un naudas tirgus instrumentu veidā, un tam nav jāizmanto visi emisijas ieņēmumi. Tomēr Emitents var arī veikt papildu vai cita veida uzņēmējdarbību, kā arī atteikties no esošajām un/vai plānotajām darbībām nākotnē.</p> <p>Tā kā Emitents nevar noteikt cenu, par kādu tiek emitēti STEELCOINS (sk. šī kopsavilkuma D.a) apakšpunktu) un šī cena laika gaitā var ievērojami atšķirties, Emitentam nav iespējams ticami novērtēt ieņēmumus no līdz 18.000 STEELCOINS emisijas, kas ir šī Prospekta priekšmets. Teorētiski maksimālie iespējamie ieņēmumi no emisijas, t.i., ja visi 18.000 STEELCOINS saskaņā ar šo Prospektu tiktu izvietoti par maksimālo emisijas cenu EUR 5.400 par vienu STEELCOIN, būtu EUR 97,2 miljoni bruto vai, ņemot vērā minētās paredzamās kopējās izmaksas, virs, 95,2 miljoni eiro neto. STEELCOINS ieguldītāji/turētāji nepiedalās Emitenta pamatdarbības ieņēmumos.</p> <p>Piedāvājums nav pakļauts apakšlīgumam uz stingru saistību pamata: Emitents izsniegs STEELCOINS tikai un vienīgi pats, tiešā veidā, ar tīmekļa vietnes starpniecību.</p> <p>Marsels Javors (<i>Marcel Javor</i>), viens no Emitenta rīkotājdirektoriem (<i>Geschäftsführers</i>), ir arī Emitenta vienīgā akcionāra FRANKSTAHL rīkotājdirektors un (netieši) vienīgais Emitenta un FRANKSTAHL faktiskais īpašnieks. Tādējādi var rasties interešu konflikti starp Emitentu, tā akcionāru FRANKSTAHL un tā vienīgo galīgo faktisko īpašnieku.</p>

Annex P

Lithuanian translation / *Lietuviškas vertimas*

I. Santrauka

A skyrius. Įvadas, kuriame pateikiami ir įspėjimai	
<p>Santrauka turėtų būti skaitoma kaip prospekto įvadas (kaip nurodyta toliau).</p> <p>Bet kokį sprendimą investuoti į vertybinius popierius investuotojas turėtų priimti remdamasis visu prospektu.</p> <p>Investuotojai gali prarasti visą arba dalį į vertybinius popierius investuoto kapitalo.</p> <p>Jeigu teismui pateikiamas ieškinys dėl prospekte esančios informacijos, pagal nacionalinę teisę ieškovui investuotojui prieš pradėdant teismo procesą gali tekti padengti prospekto vertimo išlaidas.</p> <p>Civilinė atsakomybė numatyta tik tiems asmenims, kurie pateikė santrauką, įskaitant visus jos vertimus, tačiau tik tuo atveju, jei santrauka yra klaidinanti, netiksli ar nenuosekli, ją skaitant kartu su kitomis prospekto dalimis, arba santraukoje, ją skaitant kartu su kitomis prospekto dalimis, nepateikiama pagrindinė informacija, kuria siekiama padėti investuotojams apsispręsti, ar investuoti į tokius vertybinius popierius.</p>	
a)	Vertybinių popierių pavadinimas ir tarptautiniai vertybinių popierių identifikavimo numeriai (ISIN)
	Šis prospektas (" Prospektas ") susijęs su STEELCOINS – perleidžiamaisiais pareikštiniais vertybiniais popieriais ERC-20 žetonų pavidalu eterio bloku grandinėje, kurie neturi termino ir nesuteikia teisės gauti palūkanų, bet gali būti gražinami bet kuriuo metu, turėtoji fiziškai atsiskaitant už atitinkamą plieno gaminių kiekį (laikui bėgant mažėja) ar atsiskaitant grynaisiais pinigais eurais (" STEELCOINS ", vienas vienetas – " STEELCOIN "). STEELCOINS tarptautinis vertybinių popierių identifikavimo numeris: ATSTEELCOIN5.
b)	Emitento tapatybė ir kontaktiniai duomenys, įskaitant jo juridinio asmens identifikatorių (LEI)
	"FS Steel-Products GmbH" (" Emitentas "; LEI: 529900OX94239BUDFN51), yra ribotos atsakomybės bendrovė (<i>Gesellschaft mit beschränkter Haftung</i>), įsteigta ir teisėtai veikianti pagal Austrijos Respublikos įstatymus, kurios registruota buveinė yra Vienoje (Austrija), o registruotas biuras įsikūręs adresu Praterstraße 15/3/17, 1020 Viena (Austrija) (tel.: +43 50 5030; svetainė: https://www.steelcoin.com). Emitentas yra registruotas Vienos komercinių bylų teismo (<i>Handelsgericht Wien</i>) Komercinės veiklos registre (<i>Firmenbuch</i>); emitento registracijos numeris – FN 579306 x. Jis taip pat veikia komerciniu pavadinimu STEELCOIN.
c)	Siūlytojo tapatybė ir kontaktiniai duomenys, įskaitant jo LEI, jeigu siūlytojas yra juridinis asmuo, arba asmens, prašančio įtraukti į prekybos reguliuojamoje rinkoje sąrašą, tapatybė ir kontaktiniai duomenys
	Žr. šios santraukos A.b) punktą.
d)	Kompetentingos institucijos, tvirtinančios prospektą ir – jei tai skirtingos institucijos – kompetentingos institucijos, patvirtinusios registracijos dokumentą ar universalų registracijos dokumentą, tapatybė ir kontaktiniai duomenys
	Austrijos finansų rinkų priežiūros institucija (<i>Finanzmarktaufsichtsbehörde</i> , " FMA "), Otto-Wagner-Platz 5, A-1090 Viena (tel.: +43 1 249 59-0; svetainė: www.fma.gv.at) patvirtino šį Prospektą kaip kompetentinga Austrijos institucija pagal 2017 m. birželio 14 d. Europos Parlamento ir Tarybos reglamentą (ES) Nr. 2017/1129 su pakeitimais (" ES reglamentas dėl prospekto ") ir pagal 2019 m. Austrijos Kapitalo rinkos įstatymą (<i>Kapitalmarktgesetz 2019</i>).
e)	Prospekto patvirtinimo data
	Šis Prospektas patvirtintas 2022 m. rugsėjo 21 d.

B skyrius. Pagrindinė informacija apie emitentą

a) Kas yra vertybinių popierių emitentas?

Buveinės vieta bei teisinė forma, LEI, teisė, pagal kurią emitentas veikia, ir įsteigimo šalis

Žr. šios santraukos A.b) punktą.

Pagrindinės veiklos sritys

Emitento strateginiai tikslai (*Unternehmensgegenstand*) kaip nurodyta jo įstatų (*Errichtungserklärung*) trečiojoje dalyje (*Drittens*) (versta iš vokiečių kalbos):

- prekyba metalo gaminiais ir statybinėmis medžiagomis;
- visi sandoriai ir priemonės, kurios yra būtinos ir naudingos įmonės tikslui siekti bei įmonės plėtrai ir ekonominiam efektyvumui.

Prekyba plienu ir emisija bei su STEELCOIN susijusių Emitento įsipareigojimų vykdymas yra pagrindinis Emitento strateginis tikslas. Emitento strateginis tikslas – sukurti naują klasikinės prekybos plienu aspektą, išleidžiant STEELCOINS tiek spekuliaciniam, tiek plieno naudotojų rizikos draudimo tikslais. Emitento, prekiaujančio plienu, veikla gali apimti prekybą plieno produktais su trečiosiomis šalimis (kitais didmenininkais, prekybininkais, plieno gamyklomis, stambiais plieno naudotojais). Emitentas turi galiojančią prekybos licenciją (Austrijos prekybos informacinėje sistemoje [*Gewerbeinformationssystem Austria – GISA*] numeris 34882627). Emitentas gali (bet neprivalo) apsidrausti nuo kainų padidėjimo ir rizikų ateityje bei sudaryti atitinkamus sandorius. Emitentas ateityje gali pasistatyti ar įsigyti sandėlius, taip pat įsigyti ar perleisti įmones ar įmonių akcijų paketus. Emitento verslo veikla neapsiriboja Europos rinka ir gali apimti prekybą ir verslo partnerius visame pasaulyje. Emitento veiklai didelę įtaką turės rinkos pokyčiai ir rinkos kainos. Emitento veiklos sprendimams įtakos taip pat turės STEELCOIN plėtojimas ir išleistų STEELCOINS skaičius bei investuotojų elgesys grąžinant STEELCOINS. Emitentas, kaip ūkio subjektas, nėra įsipareigojęs laikytis konkrečios strategijos. Emitentas neprivalo turėti savo plieno (ar kitų produktų) atsargų ar taikyti konkrečią investavimo ar apsidraudimo strategiją, tačiau gali naudoti iš emisijos gautas pajamas savo nuožiūra, veikiant savo sąskaita. Ateityje Emitentas gali keisti savo verslo veiklas ir savo bei savo (vienintelio) akcininko nuožiūra vykdyti papildomą ar kitą veiklą ir (ar) atsisakyti vykdomos ir (ar) planuojamos ūkinės veiklos.

(Tiesioginiai ir netiesioginiai) akcininkai

Emitento vienintelis akcininkas – FRANKSTAHL Rohr- und Stahlhandels-gesellschaft m.b.H. ("**FRANKSTAHL**"), – yra ribotos atsakomybės bendrovė (*Gesellschaft mit beschränkter Haftung*), įsteigta ir teisėtai veikianti pagal Austrijos Respublikos įstatymus, kurios registruota buveinė yra Vienoje (Austrija), registruotas biuras įsikūręs adresu Esteplatz 6, 1030 Viena (Austrija), registruotas Vienos komercinių bylų teismo (*Handelsgericht Wien*) Komercinės veiklos registre (*Firmenbuch*), registracijos Nr. FN 142511 a.

"FRANKSTAHL" vienintelis akcininkas yra "Javor Unternehmensbeteiligungsges.m.b.H." – ribotos atsakomybės bendrovė (*Gesellschaft mit beschränkter Haftung*), įsteigta ir teisėtai veikianti pagal Austrijos Respublikos įstatymus, kurios registruota buveinė yra Vienoje (Austrija), registruotas biuras įsikūręs adresu Esteplatz 6, 1030 Viena (Austrija), registruotas Vienos komercinių bylų teismo (*Handelsgericht Wien*) Komercinės veiklos registre (*Firmenbuch*), registracijos Nr. FN 200305 t.

"Javor Unternehmensbeteiligungsges.m.b.H." priklauso Marcel Javor, gim. 1974 10 17, kuris yra tikrasis Emitento savininkas.

Vadovybė

Emitento vadovybę (*Geschäftsführung*) sudaro šie valdantieji direktoriai (*Geschäftsführer*):

- Marcel Javor, gim. 1974 m. spalio 17 d.; ir
- Ronald Nagy, gim. 1973 m. gruodžio 7 d.

Teisės aktų nustatyta auditą atliekančių auditorių tapatybė

Emitentas paskyrė "BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft", registruota buveinė Vienoje (Austrija), registruotas biuras įsikūręs adresu Am Belvedere 4, 1100 Viena (Austrija), registruotas Vienos komercinių bylų teismo Komercinės veiklos registre numeriu FN 96046 w (**BDO**), Emitento (i) pradinio balanso (*Eröffnungsbilanz*) nuo 2022 03 31 ("**Pradinio balanso**") ir (ii) nekonsoliduotų finansinių ataskaitų ("**Finansinės ataskaitos**") nuo paskyrimo datos ir laikotarpiui, prasidedančiam nuo 2022 m. balandžio 1 d. iki 2022 m rugpjūčio 15 d. (abu dokumentai paruošti pagal Austrijos bendruosius apskaitos principus (**BAP**)), auditoriumi. BDO 2022 m. rugpjūčio 26 d. pateikė besąlyginę nuomonę apie pradinį balansą ir 2022 m rugpjūčio 22 d. besąlyginę nuomonę apie finansines ataskaitas.

BDO yra Austrijos auditorių instituto (*Institut der Wirtschaftsprüfer*) ir Austrijos mokesčių konsultantų ir auditorių rūmų (*Kammer der Steuerberater und Wirtschaftsprüfer*) narys.

b) Emitento pagrindinė finansinė informacija

Informacija toliau pateiktose lentelėse paimta iš pradinio balanso ir nurodytų datų / laikotarpių finansinių ataskaitų ir yra tik jų santrauka. Informacija toliau pateiktose lentelėse turi būti skaitoma kartu su visu Prospektu, ypač informacija, pateikta pradiniam balanse ir finansinėse ataskaitose, įtrauktose į šio Prospekto VII (*Annexes*) dalį.

Pajamų ataskaita (audituota)	2022 m. balandžio 1 d. – 2022 m. rugpjūčio 15 d.	
	(eurais)	
Kitos veiklos sąnaudos		- 11.617,16
Veiklos rezultatas		- 11.617,16
Rezultatas iki mokesčių		- 11.617,16
Rezultatas po mokesčių		- 11.617,16
Grynasis metų nuostolis		- 11.617,16
Sukaupti nuostoliai		- 11.617,16

Balansas (audituotas)	2022 m. rugpjūčio 15 d.	2022 m. kovo 31 d.
	(eurais)	
Turtas		
<i>Trumpalaikis turtas</i>	1.790.182,84	100.000,00
Gautinos sumos ir kitas turtas	1.359,50	0
Lėšos kredito įstaigose	1.788.823,34	100.000,00
Balanso bendroji suma	1.790.182,84	100.000,00
Nuosavybė ir įsipareigojimai		
<i>Nuosavybė</i>	1.788.382,84	100.000,00
Kapitalas	100.000,00	100.000,00
Atsargos kapitalas	1.700.000,00	0
Sukaupti nuostoliai	- 11.617,16	0
<i>Atidėjiniai</i>	1.800,00	0
Kiti atidėjiniai	1.800,00	0
Balanso bendroji suma	1.790.182,84	100.000,00

c) Pagrindinė emitentui būdinga rizika

Emitentas yra labai priklausomas nuo FRANKSTAHL

Emitentas neturi darbuotojų ir gali būti nepajėgus suburti personalo, ypač pagrindinių darbuotojų, ir jo veiklai reikalingos praktinės patirties

<p>Emitentas gali nesugebėti įsigyti plieno gaminių, reikalingų jo įsipareigojimams pagal STEELCOINS vykdyti ir (ar) natūraliam rizikos draudimui visiškai (prieinamumo rizika) ir (arba) komerciniu požiūriu pagrįstomis sąlygomis (kainos kintamumo rizika)</p> <p>Emitentas gali nesugebėti tiekti plieno gaminių pagal Plieno Gaminių Opcioną dėl plieno gaminių neprieinamumo ar dėl Emitento negalėjimo pristatyti plieno gaminių iš viso arba laiku</p> <p>Emitento galimybė apmokėti grynųjų pinigų sandorius pagal Grynųjų Pinigų Opcioną nėra užtikrinta</p>

C skyrius. Pagrindinė informacija apie vertybinius popierius

a) Pagrindiniai vertybinių popierių ypatumai

STEELCOIN rūšis, klasė ir ISIN

STEELCOIN yra perleidžiamieji pareikštiniai vertybiniai popieriai, kurių ISIN – ATSTEELCOIN5, išleidžiami ERC-20 žetonų pavidalu eterio blokų grandinėje ("**Blockchain**"). STEELCOINS neturi skirtingų klasių.

Vertybinių popierių valiuta, nominalios vertės išraiška, vieneto nominali vertė, išleistų vertybinių popierių skaičius ir terminas;

STEELCOINS neturi konkrečios valiutos. Tačiau STEELCOINS emisija vykdoma atsiskaitant eurai.

STEELCOIN minimali nominali vertė (= mažiausias perleidžiamas kiekis) yra 0,000000000000000001 STEELCOIN. Tačiau mažiausias STEELCOIN kiekis, kurį galima pasirašyti tiesiogiai su Emitentu, yra 0,0001 STEELCOIN. STEELCOINS gražinimas Emitentui vykdomas ne mažiau kaip 0,01 STEELCOIN Grynųjų Pinigų Opciono atveju (žr. skyrių "*STEELCOINS suteikiamos teisės*") vienu (1) STEELCOIN Plieno Gaminių Opciono atveju (žr. skyrių "*STEELCOINS suteikiamos teisės*").

STEELCOINS neturi vieneto nominalios vertės.

Pagal šį Prospektą bus išleista iki 18.000 STEELCOINS. Ateityje gali būti išleista papildomų STEELCOINS.

STEELCOINS neturi konkretaus termino. Tačiau, nuo 2023 m. sausio 2 d. Plieno Kiekis (nurodytas skyriuje "*STEELCOINS suteikiamos teisės*") bus kasmet mažinamas 3 procentais (skaičiuojama kasdien, lyginant su praėjusia diena, t. y. laipsniškas mažinimas). Todėl, pavyzdžiui, 2022 m. gruodžio 31 d. Plieno Kiekis bus lygus apyt. 395,69 kg (lyginant su 1.814,39 kg iki 2023 m. sausio 1 d. imtinai). Plieno Gaminių Opciono atveju, mažinamas plieno gaminių, kuriuos galima įsigyti už vieną STEELCOIN, svoris (arba didinamas STEELCOINS kiekis, reikalingas tam tikram kiekiui plieno gaminių įsigyti. Grynųjų Pinigų Opciono atveju, tai yra veiksnys, mažinantis išmokėjimo sumą.

STEELCOINS suteikiamos teisės

Turėtojas bet kuriuo metu gali gražinti STEELCOINS Emitentui už tam tikrą kiekį konkrečių natūrinių plieno gaminių kilogramais ("**Plieno gaminių opcionas**") arba atsiskaitant grynaisiais pinigais (eurais) ("**Grynųjų pinigų opcionas**").

Tiek Plieno Gaminių, tiek Grynųjų Pinigų opcionas yra susietas su konkrečiu plieno gaminių svoriu, kuris yra ilgainiui mažinamas (kiekviena tokia suma yra "**Plieno kiekis**"): Iki (imtinai) 2023 m. sausio 1 d., plieno kiekis siekia 1.814,39 kg plieno gaminių už vieną STEELCOIN; nuo 2023 m. sausio 2 d., Plieno Kiekis bus mažinamas po 3 % per metus, svorį mažinant kasdien, taigi, pradedant nuo 2023 m. sausio 2 d., Plieno Kiekis mažinamas kiekvieną dieną dauginant praėjusios dienos Plieno Kiekį iš $0,97^{(1/365)}$ (atitinkamai keliamaisiais metais: Plieno Kiekis mažinamas dauginant praėjusios dienos Plieno Kiekį iš $0,97^{(1/366)}$).

Plieno Gaminių Opciono atveju, galima rinktis konkretų prieinamų plieno gaminių kiekį. Tuomet Emitentui turi būti gražinamas toks STEELCOINS kiekis, kurį opciono vykdymo datą agreguotą Plieno Kiekį atitinka agreguotas faktinis pasirinktų plieno gaminių svoris. Tuomet pasirinktus plieno gaminius reikia atsiimti pasirinktoje atsiėmimo vietoje. Plieno Gaminių Opciono atveju gražinamas mažiausiai vienas (1) STEELCOIN.

	<p>Atsiskaitymas grynaisiais pinigais (eurais), pagal Grynujų Pinigų Opcioną, ("Pardavimo kaina") skaičiuojamas dauginant atitinkamą Grynujų Pinigų Opciono vykdymo dienos Plieno Kiekį iš "Gatavo plieno vertės". Gatavo Plieno Vertė yra veiksnys, kuris, inter alia, apima konkrečias vidutines kainas, kuriomis FRANKSTAHL ir (ar) Emitentas ir (ar) kiti vietiniai ar tarptautiniai plieno prekybininkai pateikė pirkimo užsakymus konkrečių gatavo plieno gaminių grupių atsargų saugojimui per 64 kalendorinių dienų laikotarpį iki Grynujų Pinigų Opciono panaudojimo, skaičiuojamas taikant sudėtinę formulę. Pardavimo Kaina išreiškta eurais. Investuotojai gali siūlyti didesnę pardavimo kainą, už kurią jie pageidautų grąžinti STEELCOINS. Kaina siūloma Svetainėje. Tačiau Emitentas neįsipareigoja priimti aukštesnės pardavimo kainos. Grynujų Pinigų Opciono atveju grąžinama mažiausiai 0,01 STEELCOIN.</p> <p>STEELCOINS suteikiamomis teisėmis galima pasinaudoti tik Emitento interneto svetainėje https://www.steelcoin.com ("Svetainė").</p> <p>Nėra pirmaeilškumo</p> <p>STEELCOINS yra Emitento tiesioginės, neužtikrintos, nesubordinuotos obligacijos investuotojams, vertinamos pari passu tarpusavyje ir su visomis kitomis Emitento neužtikrintomis obligacijomis, kol kitos Emitento obligacijos nėra aiškiai didesnio prioriteto už investuotojų pretenzijas pagal taikomus įstatymus ir reglamentus, ypač pagal nemokumo įstatymus.</p> <p>Emitento nemokumo atveju investuotojams suteikiamos tik kreditorių teisės. Investuotojai neturi teisės reikalauti atskyrimo, o jų Emitentui pateikiamoms pretenzijoms taip pat neteikiama pirmenybė ir jos neužtikrinamos.</p> <p>Perleidimas</p> <p>Atsižvelgiant į galiojančius įstatymus ir reglamentus, STEELCOINS paprastai yra laisvai perleidžiami. Galima perleisti STEELCOIN dalis. Mažiausia perleidžiama STEELCOIN dalis yra 0,000000000000000001 STEELCOIN. STEELCOIN (ar STEELCOIN dalies) perleidimas atliekamas naudojant blokų grandinę ("Perleidimas"). Bet koks Perleidimas, įskaitant Plieno Gaminių Opciono ar Grynujų Pinigų Opciono vykdymą, generuoja mokesčius už skaičiavimo energijos kiekį "Gas fees"), kuriuos investuotojas moka eteriu (ETH, blokų grandinės tinko valiuta). Todėl Investuotojas, norėdamas atlikti Perleidimą, privalo turėti reikiamą eterio kiekį, kad galėtų sumokėti mokesčius už skaičiavimo energiją ("Gas fees") Perleidimo metu. Mokėtini "Gas fees" mokesčiai nepriklauso nuo Emitento.</p>
b)	<p>Prekybos vertybiniais popieriais vieta</p> <p>Prospekto paskelbimo dieną Emitentas neketina steigti ar inicijuoti prekybos vietos, kurioje investuotojai galėtų prekiauti STEELCOINS, ar kreiptis dėl STEELCOINS įtraukimo ar leidimo prekybai reguliuojamoje rinkoje, daugiašalės prekybos sistemoje, organizuotoje prekybos sistemoje ar kitoje panašiai reglamentuojamoje rinkoje. Tačiau Emitentas pasilieka teisę tai daryti ateityje.</p>
c)	<p>Vertybiniais popieriais suteikiama garantija</p> <p>STEELCOINS garantijos nesuteikiamos.</p>
d)	<p>Pagrindinė vertybiniais popieriais būdinga rizika</p> <p>Pardavimo kaina gali neatspindėti kainų pokyčių plieno rinkose.</p> <p>Pardavimo kaina bus nepastovi</p> <p>Suinteresuoti investuotojai, nustatydami Siūlomą Pasirašymo Kainą, gali suklysti dėl esamos STEELCOIN vertės ar būsimų jos pokyčių.</p> <p>Pasirašymo kaina gali būti ženkliai didesnė nei Pardavimo Kaina pasirašymo metu.</p> <p>Emitentas gali būti nepajėgus apskaičiuoti Gatavo Plieno Vertės, taigi, ir Pardavimo Kainos</p> <p>Investuotojas gali prarasti prieigą prie savo STEELCOINS, praradus prieigą prie piniginės ir (ar) pametus privatą investuotojo raktą</p> <p>Emitentui praradus privatą raktą jis taptų neveiksnium ir (ar) netektų išmaniosios sutarties, kuria grindžiami STEELCOINS, funkcijų kontrolės.</p>

<p>STEELCOINS taip pat gali tapti programišių taikiniu</p> <p>STEELCOINS galima netekti dėl blokų grandinės "baigtinumo".</p> <p>STEELCOINS galima netekti dėl pagrindinės programinės įrangos, pagrindinės išmaniosios sutarties, blokų grandinės infrastruktūros (t. y. eterio tinklo) programinės įrangos pažeidžiamumo.</p>

D skyrius. Pagrindinė informacija apie viešą vertybinių popierių siūlymą ir (arba) įtraukimą į prekybos reguliuojamoje rinkoje sąrašą

<p>a)</p>	<p>Kokiomis sąlygomis ir pagal kokį tvarkaraštį galiu investuoti į šiuos vertybinius popierius?</p> <p>STEELCOINS (ar jo dalis; mažiausia dalis – 0,0001 STEELCOIN) suinteresuoti investuotojai gali pasirašyti nuo emisijos datos, kuri, tikėtina, įvyks tarp 2022 m. rugsėjo 22 ir 2022 m. rugsėjo 30 d. (imtinai), ir apie tai bus paskelbta Emitento Svetainėje, iki šio Prospekto galiojimo pabaigos – vėliausiai iki 2023 m. rugsėjo 21 d. Emitentas pasilieka teisę bet kuriuo metu savo nuožiūra sutrumpinti ar nutraukti pasiūlymo galiojimo laikotarpį (ypač visiško STEELCOINS išplatavimo atveju). Pasirašymo procesas vyksta elektroniniu būdu Svetainėje.</p> <p>STEELCOINS emisijos kaina nėra fiksuota. Suinteresuotas investuotojas turi pateikti pasiūlymą ("Investuotojo pasiūlymas"), norėdamas pasirašyti (daliai) vieno ar daugiau STEELCOINS ("Siūlomi STEELCOINS") už suinteresuoto investuotojo nurodytą kainą eurais už vieną STEELCOIN ("Siūloma pasirašymo kaina"), kuri negali viršyti 5.400 eurų už vieną STEELCOIN (maksimali emisijos kaina vienam STEELCOIN). Siūloma pasirašymo kaina, padauginta iš Siūlomų STEELCOINS, turi būti bent 50 Eur (min. investicijų suma vienam pasirašymo pasiūlymui); mažiausia pasirašoma dalis yra 0,0001 STEELCOIN.</p> <p>Emitentas savo nuožiūra gali visiškai ar iš dalies (t. y. tik su sumažintu STEELCOINS skaičiumi ar jų dalimi, bet ne už kitą kainą nei Siūloma pasirašymo kaina) priimti Investuotojo Pasiūlymą arba nedelsiant jį atmesti.</p> <p>Jei Emitentas priima Investuotojo pasiūlymą (visą ar jo dalį) ("Pasirašymo pasiūlymas"), suinteresuotas investuotojas pasirašo tokiam STEELCOINS (ar dalies) kiekiui, kurį patvirtino Emitentas ("Patvirtinti STEELCOINS"), ir nedelsiant sumoka sumą, gautą padaugintus Patvirtintus STEELCOINS iš Siūlomos pasirašymo kainos ("Pasirašymo suma"), pasirinkus vieną iš siūlomų mokėjimo metodų. Išskyrus tam tikras išimtis, visi mokėjimai Emitentui turi būti atliekami iš sąskaitų Europos Sąjungoje ir (ar) Europos ekonominėje erdvėje.</p> <p>Sumokėjus visą Pasirašymo sumą, suinteresuotas investuotojas turi pateikti blokų grandinės viešąjį adresą, į kurį bus perkelti Patvirtinti STEELCOINS ("Pristatymo adresas"), ir gali nurodyti Emitentui išduoti Patvirtintus STEELCOINS. Per 24 valandas nuo Pristatymo adreso pateikimo Emitentui, Emitentas išduoda Patvirtintus STEELCOINS, sugeneruojant juos blokų grandinėje ir perleidžiant juos nurodytu Pristatymo adresu ("Patvirtintų STEELCOINS emisija"). Mokestį už Patvirtintų STEELCOINS ("Gas fee") emisiją blokų grandinės valiuta (eteriu) moka Emitentas.</p> <p>Patvirtinti STEELCOINS išduodami suinteresuotam investuotojui tik iš anksto sumokėjus visą Pasirašymo sumą. Jei visa Pasirašymo suma nesumokama per svetainėje nurodytą mokėjimo terminą, Pasirašymo pasiūlymas atmetamas. Jei Pasirašymo sumos mokėjimas dėl bet kokios priežasties atmetamas ar atšaukiamas, Investuotojas privalo grąžinti Patvirtintus STEELCOINS Emitentui, o Emitentas per septynias (7) dienas nuo gavimo sudegina atitinkamus Patvirtintus STEELCOINS.</p> <p>Emitentas skaičiuoja, kad bendros emisijos išlaidos sieks iki 2.000.000 Eur.</p> <p>Investuotojų gali būti reikalaujama mokėti įprastus sandorio mokesčius, atliekant Pasirašymo sumos mokėjimą Emitentui.</p> <p>Iki šio Prospekto paskelbimo dienos Emitentas nėra sudaręs platinimo sutarčių, tačiau pasilieka teisę jas sudaryti ateityje.</p>
------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

b)	Siūlytojas ir (arba) asmuo, prašantis įtraukti į prekybos sąrašą
	Emitentas yra STEELCOINS siūlytojas. STEELCOINS nėra įtraukti į prekybos sąrašą reguliuojamoje rinkoje. Žr. šios santraukos C.b) punktą.
c)	Kodėl rengiamas šis prospektas
	<p>Emitentas planuoja siūlyti STEELCOINS, kurie yra vertybiniai popieriai pagal ES reglamento dėl prospekto 2 straipsnio a) punktą, viešai, pagal ES reglamento dėl prospekto 2 straipsnio d) punktą ("Pasiūlymas"). Tikėtina, kad bendra Pasiūlymo pardavimo vertė viršys ES reglamento dėl prospekto 1 straipsnio 3 dalyje ir 2019 m. Austrijos Kapitalo rinkos įstatymo (<i>Kapitalmarkt-gesetz 2019</i>) 12 skyriuje nurodytas ribas. Išimtis pagal ES reglamento dėl prospekto 1 straipsnio 4 dalį netaikoma. Todėl Emitentas Pasiūlymą gali teikti tik paskelbus šį Prospektą.</p> <p>Iš šio Pasiūlymo gautos grynosios įplaukos bus naudojamos Emitento vykdomai veiklai, siekiant užsidirbti pelno iš plieno prekybos ir kitų Emitento nuožūra vykdomų veiklų. Investuotojai neturi teisės į tokį pelną, nes STEELCOINS yra Emitento tiesioginės, neužtikrintos, nesubordinuotos obligacijos. Emitento veikla gali apimti prekybą plieno gaminiiais su trečiosiomis šalimis (kitais didmenininkais, prekybininkais, plieno gamyklomis, stambiais plieno naudotojais) ir (ar) plieno atsargų ir (ar) įmonių akcijų įsigijimą, kai Emitentas taip pat gali išlaikyti likvidumą banko sąskaitų ir pinigų rinkos priemonių pavidalu ir neprivalo naudoti visų iš emisijos gautų pajamų. Tačiau Emitentas taip pat gali imtis papildomų ar kitų ūkinių veiklų ir (ar) atsisakyti vykdomos ir (ar) planuojamos ūkinės veiklos.</p> <p>Emitentas negali nustatyti kainos, kuria išduodami STEELCOINS (žr. šios Santraukos D.a) punktą), be to, ši kaina lakui bėgant gali ženkliai kisti. Emitentas negali tiksliai įvertinti pajamų, kurias gaus išleidęs iki 18.000 STEELCOINS, kurie yra šio Prospekto objektas. Teorinės didžiausios galimos pajamos iš emisijos, t. y. jei visi 18.000 STEELCOIN pagal šį Prospektą būtų išleisti už 5.400 Eur vieneto kainą, siektų 97,2 mln. Eur bruto, arba, atsižvelgus į viršuje nurodytas bendrąsias emisijos išlaidas, 95,2 mln. Eur neto. STEELCOINS investuotojai / turėtojai neturi teisės į Emitento veiklos pajamas.</p> <p>Siūlymui netaikomas tvirto įsipareigojimo pagrindu sudarytas garantavimo susitarimas: Emitentas STEELCOINS išduoda tik pats, tiesiogiai per interneto svetainę.</p> <p>Marcel Javor, vienas iš Emitento valdančiųjų direktorių (<i>Geschäftsführer</i>), taip pat yra Emitento vienintelio akcininko FRANKSTAHL valdantysis direktorius ir (netiesioginis) tikrasis Emitento ir FRANKSTAHL savininkas. Todėl tarp Emitento, jo akcininko FRANKSTAHL ir jo tikrojo savininko gali kilti interesų konfliktas.</p>

Annex Q

Norwegian translation / *Norsk oversettelse*

I. SAMMENDRAG

Avsnitt A – innledning som inneholder advarsler

Sammendraget bør leses som en innledning til prospektet (som definert nedenfor).

En eventuell beslutning om å investere i verdipapirene bør baseres på investors vurdering av prospektet i sin helhet.

Investoren kan tape hele eller deler av den investerte kapitalen.

Dersom et krav i forbindelse med opplysningene i prospektet bringes inn for en domstol, kan den investoren som er saksøker i henhold til nasjonal rett, måtte betale kostnadene for å oversette prospektet før rettergang innledes.

Erstatningsansvar kan bare påhvile personene som har framlagt sammendraget, herunder eventuelle oversettelser av det, men bare dersom sammendraget er villedende, unøyaktig eller ikke i samsvar med de andre delene av prospektet, eller dersom det ikke, lest sammen med de andre delene av prospektet, gir nøkkelopplysninger for å hjelpe investorer når de vurderer om de skal investere i disse verdipapirene.

a)	Betegnelsen og ISIN (International Security Identification Number) for verdipapirene
	Dette prospektet (" prospektet ") er knyttet til utstedelse av STEELCOINS, som er omsettelige ihendehaververdipapirer i form av ERC-20-token på "Ethereum"-blokkjeden, som ikke har noen løpetid og ikke oppbeholder noen rente, men som kan returneres når som helst, enten etter innehaverens eget valg, mot fysisk oppgjør av en viss mengde stålvarer (avtagende over tid), eller mot kontantoppgjør i EUR (" STEELCOINS ", hvorav hver er en " STEELCOIN "). ISIN for STEELCOINS er: ATSTEELCOIN5.
b)	Identiteten og kontaktopplysningene til utstederen, herunder dennes identifikator for juridisk person (LEI)
	FS Steel-Products GmbH (" utsteder "; LEI: 529900OX94239BUDFN51), er et selskap med begrenset ansvar (<i>Gesellschaft mit beschränkter Haftung</i>) som er stiftet og utøver sin virksomhet i henhold til lovene i Republikken Østerrike, med sete i Wien i Østerrike og hovedkontor i Praterstraße 15/3/17, 1020 Wien i Østerrike (tlf.: +43 50 5030; nettsted: https://www.steel-coin.com). Utsteder er registrert i handelsregisteret (<i>Firmenbuch</i>) under Wiens handelsdomstol (<i>Handelsgericht Wien</i>) med registreringsnummer FN 579306 x. Den opererer også under handelsnavnet STEELCOIN.
c)	Identiteten og kontaktopplysningene til tilbydereren, herunder dennes LEI dersom tilbydereren har status som juridisk person, eller til personen som søker om opptak til handel på et regulert marked
	Se punkt A.b) i dette sammendraget.
d)	Identiteten og kontaktopplysningene til vedkommende myndighet som godkjenner prospektet, og, dersom det er en annen myndighet, vedkommende myndighet som godkjente registreringsdokumentet eller det universelle registreringsdokumentet
	Det østerrikske finanstillstyret (<i>Finanzmarktaufsichtsbehörde</i> , " FMA "), Otto-Wagner-Platz 5, A-1090 Wien (tlf.: +43 1 249 59-0; nettsted: www.fma.gv.at) har godkjent dette prospektet i egenskap av tilsynsmyndighet for Østerrike i henhold til forordning (EU) 2017/1129 fra Europaparlamentet og rådet av 14. juni 2017, med endringer (" EU-prospektforordningen ") og i henhold til den østerrikske kapitalmarkedsloven 2019 (<i>Kapitalmarktgesetz 2019</i>).
e)	Datoen for godkjenning av prospektet
	Dette prospektet ble godkjent 21. september 2022.

Avsnitt B – nøkkelopplysninger om utsteder

a) Hvem er utstederen av verdipapirene?

Domisil og juridisk form, LEI, gjeldende lovgivning for utsteders virksomhet samt dens stiftelsesstat

Se punkt A.b) i dette sammendraget.

Hovedvirksomhet

Utstederens formål (*Unternehmensgegenstand*) som angitt under tredje punkt (*Drittens*) i stiftelsesdokumentet (*Errichtungserklärung*) inkluderer (oversatt fra den tyske originalen):

- handel med metallvarer og byggematerialer;
- alle transaksjoner og tiltak som er nødvendige og nyttige for å oppnå selskapets formål og for selskapets utvikling og økonomiske effektivitet.

Stålhandel og utstedelse samt oppfyllelse av utstederens forpliktelser knyttet til STEELCOINS er utstederens primære forretningsformål. Utstederens strategiske mål er å etablere en ny fasett av klassisk stålhandel i form av utstedelse av STEELCOINS, som er av interesse både i forbindelse med spekulasjon og for at stålforbrukere skal oppnå sikringseffekter. Som stålhandler kan utsteders driftsmessige aktiviteter omfatte handel med stålprodukter med tredjeparter (andre grossister, handelsfirmaer, stålverk, store stålforbrukere). Utstederen har en gyldig handelslisens (Trade Information System Austria [*Gewerbeinformationssystem Austria – GISA*] nummer 34882627). Utstederen kan også (men er ikke forpliktet til) å sikre seg mot fremtidige prisøkninger og risiko og inngå transaksjoner i henhold til dette. Utstederen kan bygge eller anskaffe egne lagre i fremtiden og kan også kjøpe og avhende selskaper eller andeler i selskaper. Utstederens forretningsaktiviteter er ikke begrenset til det europeiske markedet, men kan omfatte handels- og forretningspartnere over hele verden. Markedsutviklingen og markedsprisene vil ha en betydelig innflytelse på hvordan utstederen utfører sin virksomhet. I tillegg vil utviklingen av STEELCOIN og antall utstedte STEELCOINS, samt atferden til investorer, når STEELCOINS returneres, også påvirke utstederens forretningsbeslutninger. Som driftsenhet er utstederen ikke forpliktet til noen spesifikk strategi. Utstederen er især ikke forpliktet til å føre et eget lager av stålprodukter (eller andre produkter) eller å anvende en spesifikk investerings- eller sikringsstrategi, men står fritt til å bruke provenyet fra emisjonen etter eget skjønn for egen regning. I fremtiden kan utstederen endre sine forretningsaktiviteter og kan – etter eget og sin (eneste) aksjonærs skjønn – utføre ytterligere eller andre virksomheter og/eller gi opp de nåværende og/eller planlagte forretningsvirksomhetene.

(Direkte og indirekte) aksjeeiere

Utstederens eneste aksjonær er FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), et aksjeselskap (*Gesellschaft mit beschränkter Haftung*) som er stiftet og utøver sin virksomhet i henhold til lovene i Republikken Østerrike, med sete i Wien, Østerrike, med hovedkontor på Esteplatz 6, 1030 Wien, Østerrike, registrert i handelsregisteret (*Firmenbuch*) under handelsdomstolen i Wien (*Handelsgericht Wien*) med registreringsnummer FN 142511 a.

Eneste aksjonær i FRANKSTAHL er Javor Unternehmensbeteiligungsges.m.b.H, et aksjeselskap (*Gesellschaft mit beschränkter Haftung*) som er stiftet og utøver sin virksomhet i henhold til lovene i Republikken Østerrike, med sete i Wien i Østerrike og hovedkontor på Esteplatz 6, 1030 Wien i Østerrike, registrert i handelsregisteret (*Firmenbuch*) til handelsdomstolen i Wien (*Handelsgericht Wien*) under registreringsnummer FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H eies til fulle av Marcel Javor, født 17. oktober 1974, som dermed er utstederens endelige virkelige eier.

Ledelse

Utstederens firmaledelse (*Geschäftsführung*) består for tiden av følgende administrerende direktører (*Geschäftsführer*):

- Marcel Javor, født 17. oktober 1974; og
- Ronald Nagy, født 7. desember 1973.

Identiteten til utsteders revisorer som foretar lovfestet revisjon

Utstederen har utnevnt BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft med sete i Wien i Østerrike og hovedkontor i Am Belvedere 4, 1100 Wien i Østerrike, registrert i handelsregisteret til handelsdomstolen i Wien under registreringsnummer FN 96046 w ("**BDO**"), som revisor for utsteders (i) åpningsbalanse (*Eröffnungsbilanz*) per 31. mars 2022 ("**åpningsbalanse**") og (ii) det ukonsoliderte foreløpige årsregnskapet ("**årsregnskapet**") fra og med perioden som starter 1. april 2022 og avsluttes 15. august 2022, begge utarbeidet i samsvar med allment aksepterte regnskapsprinsipper i Østerrike ("**GAAP**"). BDO har utarbeidet en revisjonserklæring datert 26. august 2022 for åpningsbalansen og en revisjonserklæring datert 26. august 2022 for årsregnskapet.

BDO er medlem av både Institutt for offentlige revisorer i Østerrike (*Institut der Wirtschaftsprüfer*) og Det østerrikske kammeret for skatterådgivere og revisorer (*Kammer der Steuerberater og Wirtschaftsprüfer*).

b) Hva er finansiell nøkkelinformasjon om utstederen?

Informasjonen i tabellene nedenfor er hentet fra, og er kun et sammendrag av, åpningsbalanse og årsregnskap for de angitte datoene/periodene. Informasjonen i tabellene nedenfor skal leses sammen med informasjonen i det samlede prospektet, spesielt informasjonen i åpningsbalansen og årsregnskapetsom inngår i del VII (*Annexes*) i dette prospektet.

Resultatregnskap (revidert)	1. april 2022 – 15. august 2022	
	(i €)	
Andre driftskostnader		- 11.617,16
Driftsresultat		- 11.617,16
Resultat før skatt		- 11.617,16
Resultat etter skatt		- 11.617,16
Netto underskudd for regnskapsåret		- 11.617,16
Akkumulert underskudd		- 11.617,16

Balanse (revidert)	15. august 2022	31. mars 2022
	(i €)	
Eiendeler		
<i>Omløpsmidler</i>	1.790.182,84	100.000,00
Fordringer og andre eiendeler	1.359,50	0
Saldo hos kredittinstitusjoner	1.788.823,34	100.000,00
Sum balanse	1.790.182,84	100.000,00
Egenkapital og gjeld		
<i>Egenkapital</i>	1.788.382,84	100.000,00
Aksjekapital	100.000,00	100.000,00
Kapitalreserver	1.700.000,00	0
Akkumulert underskudd	- 11.617,16	0
<i>Avsetninger</i>	1.800,00	0
Andre avsetninger	1.800,00	0
Sum balanse	1.790.182,84	100.000,00

c)	<p>Hva er de viktigste risikoene som er spesifikke for utstederen?</p> <p>Utsteder er sterkt avhengig av FRANKSTAHL</p> <p>Utsteder har ikke eget personell og vil kanskje ikke være i stand til å bygge opp eget personell, spesielt nøkkelpersonell, og kunnskapen som kreves til sin virksomhet</p> <p>Utsteder vil kanskje ikke være i stand til å anskaffe stålproduktene som kreves for å oppfylle sine forpliktelser i henhold til STEELCOINS og/eller dens fysiske sikring overhodet (risiko for tilgjengelighet) og/eller til rimelige handelsvilkår (risiko for prissvingninger)</p> <p>Det kan skje at utsteder ikke er i stand til å levere stålvarer i henhold til stålwareopsjonen på grunn av manglende tilgjengelighet av stålvarer eller manglende levering av stålvarer i tide eller overhodet</p> <p>Utstederens evne til å innfri kontantoppgjør i forbindelse med kontantopsjonen er ikke sikret</p>
-----------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Avsnitt C – nøkkelopplysninger om verdipapirene

a)	<p>Hva er verdipapirenes viktigste egenskaper?</p> <p>Type, klasse og ISIN for STEELCOINS</p> <p>STEELCOINS er overførbare ihendehaverpapirer med ISIN ATSTEELCOIN5 som er utstedt i form av ERC-20 token på "Ethereum"-blokkjeden ("blokkjeden"). Det finnes ingen ulike klasser av STEELCOINS.</p> <p>Verdipapirenes valuta, pålydende verdi, pariverdi, antall utstedte verdipapirer og verdipapirenes vilkår</p> <p>STEELCOINS har ingen spesifikk valuta. Utstedelse av STEELCOINS skjer imidlertid mot betaling i euro.</p> <p>Minimumsverdien (= minste omsettelige enhet) for en STEELCOIN er 0,000000000000000001 STEELCOIN. Imidlertid er den minste enheten av en STEELCOIN som kan tegnes fra utstederen, 0,0001 STEELCOIN. Ved retur av STEELCOINS til utstederen kreves det minst 0,01 STEELCOIN for kontantopsjonen (definert i avsnittet "<i>Rettigheter knyttet til STEELCOINS</i>" nedenfor) eller én (1) STEELCOIN for stålwareopsjonen (som definert i avsnittet "<i>Rettigheter knyttet til STEELCOINS</i>" nedenfor).</p> <p>STEELCOINS har ikke en pariverdi.</p> <p>I forbindelse med dette prospektet vil det bli utstedt opptil 18.000 STEELCOINS. Ytterligere STEELCOINS kan bli utstedt i fremtiden.</p> <p>STEELCOINS har ingen spesifikk løpetid. Fra og med 2. januar 2023 reduseres imidlertid stålmengden (definert i avsnittet "<i>Rettigheter knyttet til STEELCOINS</i>" nedenfor) med 3 % hvert år (beregnet daglig sammenlignet med foregående dag; dvs. degressiv reduksjon). Følgelig er for eksempel stålmengden ca. 395,69 kg 31. desember 2022 (sammenlignet med 1.814,39 kg til og med 1. januar 2023). I forbindelse med stålwareopsjonen innebærer dette en reduksjon av vekten av stålvarer som kan tilveiebringes for hver STEELCOIN (eller en økning i antallet STEELCOINS som kreves for å tilveiebringe en viss mengde stålvarer. I forbindelse med kontantopsjonen utgjør dette en faktor som reduserer det utbetalte beløpet.</p> <p>Rettighetene som er knyttet til STEELCOINS</p> <p>Innehaveren kan etter eget valg når som helst returnere STEELCOINS til utstederen, enten mot en viss mengde spesifikke fysiske stålvarer i kg ("stålwareopsjon") eller mot kontantoppgjør i euro ("kontantopsjon").</p> <p>Både stålwareopsjonen og kontantopsjonen er knyttet til en viss vekt av stålvarer, som reduseres over tid som følger (hver mengde er "stålmengden"): Frem til og med 1. januar 2023 er stålmengden 1.814,39 kg stålware per STEELCOIN; fra 2. januar 2023 reduseres stålmengden kontinuerlig med 3 % hvert år, hvor vektreduksjonen iverksettes daglig, med den følge at stålmengden fra og med 2. januar 2023 reduseres hver dag ved å multiplisere stålmengden fra</p>
-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>foregående dag med $0,97^{(1/365)}$ (i skuddår reduseres stålmengden ved å multiplisere stålmengden fra foregående dag med $0,97^{(1/366)}$).</p> <p>I henhold til stålvareropsjonen kan et spesifikt antall stålvarer velges fra et utvalg av visse stålvarer. Deretter må et antall STEELCOINS returneres til utstederen hvis samlede stålmengde på datoen for innløsning av opsjonen tilsvarer den samlede, faktiske vekten av de valgte stålvarerene. De utvalgte stålvarerene skal da hentes på utvalgte hentesteder. I forbindelse med stålvareropsjonen må minst én (1) STEELCOIN returneres.</p> <p>Kontantoppgjøret (i euro) som betales i henhold til kontantopsjonen ("salgspris") beregnes ved å multiplisere den aktuelle stålmengden på datoen for innløsning av kontantopsjonen med "ferdigstålverdi". Ferdigstålverdien er en faktor som blant annet tar hensyn til visse gjennomsnittspriser som FRANKSTAHL og/eller utstederen og/eller andre lokale eller internasjonale stålhandlere har lagt inn kjøpsordrer for for lagerhold av visse produktgrupper av ferdigstål i løpet av en periode på 64 kalenderdager før kontantopsjonen blir påberopt og beregnet ved hjelp av en kompleks formel. Salgsprisen er pålydende EUR. Investorene kan foreslå en høyere salgspris som de er villig til å returnere STEELCOINS for, ved å foreslå en slik pris gjennom nettstedet. Utstederen er imidlertid ikke forpliktet til å godta en høyere salgspris. Ved bruk av kontantopsjonen må det returneres minst 0,01 STEELCOIN.</p> <p>Rettighetene knyttet til STEELCOINS kan kun utøves via utstederens nettsted https://www.steelcoin.com ("nettstedet").</p> <p>Ingen rang</p> <p>STEELCOINS er utstederens direkte, usikrede, ikke-underordnede forpliktelser overfor investorene som rangerer <i>pari passu</i> seg imellom og med alle andre av utstederens usikrede forpliktelser, så lenge disse andre forpliktelsene fra utstederen ikke uttrykkelig rangerer høyere enn investorenes krav iht. gjeldende lover og forskrifter, spesielt iht. lover om insolvens.</p> <p>Ved utsteders insolvens har investorene kun krav på rettigheter som kreditorer. Investorene har ikke krav på segregering eller atskillelse av krav, og deres krav mot utsteder er heller ikke prioritert eller sikret.</p> <p>Omsettelighet</p> <p>STEELCOINS er, med forbehold om gjeldende lover og forordninger, generelt fritt omsettelige. Det kan omsettes brøkdeler av STEELCOIN. Den minste brøkdelen skal være 0,000000000000000001 STEELCOIN. Imidlertid krever all omsetning av en STEELCOIN (eller brøkdeler av den) en omsetning på blokkjeden ("omsetning"). Enhver omsetning, især innløsning av stålvareropsjonen eller kontantopsjonen, vil generere "gas fees", som skal betales av investoren i Ether (ETH, blokkjedens egen valuta). Hvis investoren derfor ønsker å utføre en overføring, må den ha tilsvarende beløp av ETH for å betale gassavgiftene som påløper for overføringen. Utsteder har ingen innflytelse på "gas fee"-beløpet som skal betales.</p>
b)	<p>Hvor vil verdipapirene bli handlet?</p> <p>Per prospektets dato har ikke utstederen til hensikt å etablere eller initiere en markeds plass hvor STEELCOINS kan omsettes av investorene, eller å søke om eller få opptatt STEELCOINS på et regulert marked, en multilateral handelsfasilitet, en organisert handelsfasilitet eller ethvert annet marked underlagt lignende regulering. Utstederen forbeholder seg imidlertid retten til å gjøre dette i fremtiden.</p>
c)	<p>Er det knyttet en garanti til verdipapirene?</p> <p>Det er ingen garanti knyttet til STEELCOINS.</p>
d)	<p>Hva er de viktigste risikoene som er spesifikke for verdipapirene?</p> <p>Salgsprisen gjenspeiler kanskje ikke utviklingen av prisene på stålmarkedene. Salgsprisen vil være volatil. Interesserte investorer kan ta feil med hensyn til gjeldende verdi av en STEELCOIN eller dens fremtidige utvikling når de bestemmer den tilbudte tegningskursen</p>

	<p>Tegningskursen kan være betydelig høyere enn salgsprisen på tegningstidspunktet. Det kan skje at utstederen ikke kan beregne verdien av ferdigstål og dermed salgsprisen</p> <p>En investor kan miste tilgangen til sine STEELCOINS på grunn av tap av (tilgang til) lommeboken og/eller investorens private nøkkel</p> <p>Tapet av utsteders private nøkkel vil føre til at utstederen utestenges fra og/eller taper kontrollen over funksjonene i smartavtalen som ligger til grunn for STEELCOINS</p> <p>STEELCOINS kan gå tapt på grunn av hackere</p> <p>STEELCOINS kan gå tapt på grunn av "finaliteten" i blokkjeden</p> <p>STEELCOINS kan gå tapt på grunn av programvaresårbarheter i den underliggende programvareapplikasjonen, den underliggende smartavtalen og blokkjedens infrastruktur (dvs. Ethereum-nettverket)</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Avsnitt D – nøkkelopplysninger om det offentlige tilbudet om verdipapirer og/eller opp-taket til handel på et regulert marked

a) Hvilke vilkår og hvilken tidsplan vil gjelde dersom jeg investerer i dette verdipapiret?

STEELCOINS (eller brøkdeler av disse; minste brøkdel: 0,0001 STEELCOIN) kan tegnes av interesserte investorer fra og med emisjonens startdato, som forventes å være fra og med 22. september 2022 til og med 30. september 2022 og vil bli publisert av utstederens på Nettstedet, inntil gyldigheten av dette prospektet utløper senest 21. september 2023. Utstederen forbeholder seg retten til å avkorte eller avslutte tilbudsperioden når som helst etter eget skjønn (spesielt i tilfelle fulltegning av STEELCOINS). Tegningsprosessen utføres utelukkende elektronisk via nettstedet.

Utstedelseskursen for STEELCOINS er ikke fast. I stedet må en interessert investor gi et tilbud ("**investors tilbud**") om å tegne seg for (en brøkdel av) én eller flere STEELCOINS ("**tilbudte STEELCOINS**") til et eurobeløp per STEELCOIN som spesifiseres av den interesserte investoren ("**tilbudt tegningspris**"), som ikke må overstige EUR 5.400 per STEELCOIN (maksimal utstedelseskurs per STEELCOIN). Den tilbudte tegningskursen multiplisert med de tilbudte STEELCOINS må være minst EUR 50 (minste investeringsbeløp per tegningstilbud), og den minste brøkdelen som kan tegnes er 0,0001 STEELCOIN.

Utstederen kan etter eget skjønn godta investors tilbud helt eller delvis (dvs. bare med et redusert antall STEELCOINS eller en brøkdel av disse, men ikke for en annen kurs enn den tilbudte tegningskursen) eller avvise det umiddelbart.

Hvis investors tilbud aksepteres (helt eller delvis) av utstederen ("**tegningstilbud**"), tegner den interesserte investoren seg for et slikt antall STEELCOINS (eller en brøkdel av disse) som aksepteres av utstederen ("**aksepterte STEELCOINS**") og må innfri beløpet som oppstår av multiplikasjonen av de aksepterte STEELCOINS med den tilbudte tegningskursen ("**tegningsbeløp**") umiddelbart ved å anvende en av de tilbudte betalingsmåtene. Med visse unntak skal alle betalinger til utsteder ha sitt opphav i kontoer innenfor EU og/eller Det europeiske økonomiske samarbeidsområdet.

Etter full betaling av tegningsbeløpet blir den interesserte investoren bedt om å oppgi den offentlige adressen på blokkjeden som de aksepterte STEELCOINS skal overføres til ("**leveringsadresse**") og kan instruere utstederen om å utstede de aksepterte STEELCOINS. Innen 24 timer etter mottak av leveringsadressen fra utsteder, utsteder utstederen de aksepterte STEELCOINS ved å prege dem på blokkjeden og deretter overføre dem til leveringsadressen ("**utstedelse av aksepterte STEELCOINS**"). Gebyret for utstedelsen av de aksepterte STEELCOINS ("gas fee") skal betales i blokkjedens egen valuta Ether [ETH] og bæres av utstederen.

Utstedelsen av de aksepterte STEELCOINS til den interesserte investoren er avhengig av at tegningsbeløpet forhåndsbetales i sin helhet. Hvis betaling av hele tegningsbeløpet ikke gjennomføres innen tidsrommet som på nettstedet er angitt for en slik betaling, kanselleres det

	<p>gjeldende tegningstilbudet. Hvis betaling av tegningsbeløpet skulle bli tilbakekalt eller kansellert, uansett årsak, må investoren returnere de aksepterte STEELCOINS til utstederen, og utstederen brenner de respektive aksepterte STEELCOINS innen sju (7) dager etter mottak. Utstederen estimerer de totale kostnadene for emisjonen til å beløpe seg til EUR 2.000.000. Investorer kan bli pålagt å betale normale transaksjonsgebyrer når de betaler tegningsbeløpet til utstederen.</p> <p>Per datoen for dette prospektet har utsteder ikke inngått distribusjonsavtaler, men står fritt til å inngå slike avtaler i fremtiden.</p>
b)	<p>Hvem er tilbyderer og/eller personen som søker om opptak til handel?</p> <p>Utstederen er tilbyderer av STEELCOINS. STEELCOINS er ikke opptatt til handel på et regulert marked. Se punkt C.b) i dette sammendraget.</p>
c)	<p>Hvorfor utarbeides dette prospektet?</p> <p>Denne utstederen har til hensikt å tilby STEELCOINS, som er verdipapirer i henhold til artikkel 2 bokstav a) i EUs prospektforordning, til offentligheten i henhold til artikkel 2 bokstav d) i EU-prospektforordningen ("tilbudet"). Det totale vederlaget for tilbudet vil sannsynligvis overstige grensene fastsatt i artikkel 1 avsnitt 3 i EUs prospektforordning og paragraf 12 i den østerrikske kapitalmarkedsloven 2019 (<i>Kapitalmarktgesetz 2019</i>). Et unntak i henhold til artikkel 1 avsnitt 4 i EU-prospektforordningen foreligger ikke. Utsteder skal derfor først legge frem tilbudet etter forutgående publisering av dette prospektet.</p> <p>Nettoproveny innhentet gjennom tilbudet vil bli brukt til utstederens løpende forretningsdrift med sikte på å generere egen fortjeneste med stålhandel eller andre aktiviteter etter utstederens skjønn. Investorene tar ikke del i slike fortjenester, ettersom STEELCOINS er utstederens direkte, usikrede, ikke-underordnede forpliktelser. Utstederens driftsmessige virksomhet kan omfatte handel med stålprodukter med tredjeparter (andre grossister, handelsbedrifter, stålverk, store stålforbrukere) og/eller erverv av stålbeholdning og/eller selskapsandeler der utstederen også kan inneha likviditet i form av bankkontoer og pengemarkedsinstrumenter, og trenger ikke bruke hele provenyet fra emisjonen. Utstederen kan imidlertid også drive ytterligere eller annen forretningsvirksomhet og også gi avkall på de nåværende og/eller planlagte aktivitetene i fremtiden.</p> <p>Siden utstederen ikke kan fastsette kursen som STEELCOINS utstedes til (se punkt D.a) i dette sammendraget), og denne kursen kan variere betydelig over tid, er det ikke mulig for utstederen å gi et pålitelig anslag over provenyet fra utstedelsen av opptil 18.000 STEELCOINS som er gjenstand for dette prospektet. Det teoretiske, maksimalt mulige utbyttet fra emisjonen, dvs. dersom alle 18.000 STEELCOINS iht. dette prospektet skulle plasseres til den maksimale emisjonskursen på EUR 5.400 per STEELCOIN, ville beløpe seg til EUR 97,2 millioner brutto eller, tatt i betraktning de estimerte totale kostnadene nevnt over, EUR 95,2 millioner netto. Investorene/eierne av STEELCOINS tar ikke del i inntektene fra utstederens operative virksomhet.</p> <p>Tilbudet forutsetter ikke noen avtale om fulltegningsgaranti basert på fast forpliktelse: Utstederen vil kun utstede STEELCOINS selv direkte via nettstedet.</p> <p>Marcel Javor, en av utstederens direktører (<i>Geschäftsführer</i>), er også administrerende direktør for utsteders eneste aksjonær FRANKSTAHL og (indirekte) den reelle eier av utstederen og FRANKSTAHL. Dermed kan det oppstå interessekonflikter mellom utstederen, dens aksjonær FRANKSTAHL og dens eneste virkelige eier.</p>

Annex R

Polish translation / *Polskie tłumaczenie*

I. Podsumowanie

Sekcja A – Wprowadzenie, zawierające ostrzeżenia

Niniejsze podsumowanie powinno być czytane jako wprowadzenie do niniejszego Prospektu (zdefiniowanego poniżej).

Wszelka decyzja o zainwestowaniu papierów wartościowych powinna być oparta na rozważeniu niniejszego Prospektu w całości przez inwestora.

Inwestorzy w papiery wartościowe mogą stracić całość lub część swojego zainwestowanego kapitału.

Jeśli roszczenie związane z informacjami zawartymi w niniejszym Prospekcie zostanie wniesione do sądu, inwestor powoda może, zgodnie z prawem krajowym, musieć ponieść koszty przetłumaczenia niniejszego Prospektu przed zainicjowaniem procedur prawnych.

Odpowiedzialność cywilna dotyczy wyłącznie tych osób, które dostarczyły niniejsze podsumowanie łącznie z jakimkolwiek jego tłumaczeniem, ale tylko tam gdzie niniejsze podsumowanie jest wprowadzające w błąd, niedokładne lub niespójne kiedy czytane wraz z innymi częściami niniejszego Prospektu albo gdzie nie zapewnia ono, kiedy jest czytane razem z innymi częściami niniejszego Prospektu, kluczowych informacji, aby pomóc inwestorom przy rozważaniu, czy zainwestować papiery wartościowe.

a) Nazwa i międzynarodowy numer identyfikacyjny papierów wartościowych ("ISIN")

Niniejszy prospekt ("**Prospekt**") wiąże emisję STEELCOINS, które są zbywalnymi papierami wartościowymi na okaziciela w formie żetonów ERC-20 w blockchainie "Ethereum", który nie ma dojrzałości i nie jest oprocentowany, ale może zostać zwrócony w dowolnym momencie na podstawie decyzji posiadacza przeciwko fizycznej wymianie na określoną ilość wyrobów stalowych (malejącą w czasie) lub na wymianę na EUR ("**STEELCOINS**" oraz każdy "**STEELCOIN**"). ISIN dla STEELCOINS to: ATSTEELCOIN5).

b) Tożsamość i dane kontaktowe emitenta, łącznie z identyfikatorem jednostki prawnej ("LEI")

FS Steel-Products GmbH ("**Emitent**"; LEI: 5299000X94239BUDFN51), jest spółką o ograniczonej odpowiedzialności (*Gesellschaft mit beschränkter Haftung*) założoną i zgodnie z prawem działającą na podstawie praw Republiki Austrii, z zarejestrowaną siedzibą w Wiedniu, Austria, oraz zarejestrowanym biurem przy Praterstraße 15/3/17, 1020 Wiedeń, Austria (telefon: +43 50 5030; witryna internetowa: <https://www.steelcoin.com>). Emitent jest zarejestrowany w Rejestrze Handlowym (*Firmenbuch*) Sądu Handlowego w Wiedniu (*Handelsgericht Wien*) pod numerem rejestracyjnym FN 579306 x. Działa ona także pod nazwą handlową STEELCOIN.

c) Tożsamość i dane kontaktowe oferenta, łącznie z jego LEI, jeśli oferent ma osobowość prawną, lub osoba prosząca o zezwolenie na obroty na rynku regulowanym

Zobacz punkt A.b) niniejszego Podsumowania.

d) Tożsamość i dane kontaktowe władzy właściwej zatwierdzającej prospekt i, o ile jest inna, władzy właściwej, która zatwierdziła dokument rejestracyjny lub uniwersalny dokument rejestracyjny

Austriacka Komisja Nadzoru Finansowego (*Finanzmarktaufsichtsbehörde*, "**FMA**"), Otto-Wagner-Platz 5, A-1090 Wiedeń (telefon: +43 1 249 59-0; witryna: www.fma.gv.at) has approved this Prospectus in its capacity as competent authority for Austria under Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the "**EU Prospectus Regulation**") and pursuant to the Austrian Capital Markets Act 2019 (*Kapitalmarktgesetz 2019*).

e)	Data zatwierdzenia prospektu
	Niniejszy prospekt został zatwierdzony 21 września 2022 roku.

Sekcja B – Najważniejsze informacje o Emitencie

a)	Kto jest Emitentem papierów wartościowych?
	<p>Siedziba i forma prawna, LEI, prawo na podstawie którego działa Emitent oraz kraj jego rejestracji</p> <p>Zobacz punkt A.b) niniejszego Podsumowania.</p>
	<p>Najważniejsze aktywności</p> <p>Cele biznesowe Emitenta (<i>Unternehmensgegenstand</i>) określone w punkcie Po trzecie (<i>Drittens</i>) jego statutu (<i>Errichtungserklärung</i>) obejmują (tłumaczone z niemieckiego oryginału):</p> <ul style="list-style-type: none"> • handel wyrobami metalowymi i materiałami budowlanymi • wszystkie transakcje i środki, które są niezbędne i przydatne do realizacji celu spółki oraz rozwoju i efektywności ekonomicznej spółki. <p>Handle stałą i emisja a także realizacji zobowiązań Emitenta powiązanych ze STEELCOINS jest pierwszorzędowym celem biznesowym Emitenta. Celem strategicznym Emitenta jest ustanowienie nowej płaszczyzny klasycznego handlu stałą przez emisję STEELCOINS, które jest przedmiotem zainteresowania zarówno do spekulacji jak i uzyskiwania efektów hedgingowych przez konsumentów stali Aktywności Emitenta jako handlarza stałą mogą obejmować handel produktami stalowymi ze stronami trzecimi (innymi hurtownikami, handlarzami, hutami, dużymi konsumentami stali). Emitent ma odpowiednią licencję handlową (Austriacki System Informacji Handlowej [<i>Gewerbeinformationssystem Austria – GISA</i>] numer 34882627). Emitent mógłby (ale nie jest zobowiązany) także zabezpieczyć przed wzrostami cen i ryzykami w przyszłości oraz wejść w odpowiednie transakcje. Emitent może budować lub nabywać własne magazyny w przyszłości i może także nabywać i zbywać spółki lub udziały w spółkach. Aktywności biznesowe Emitenta nie są ograniczone do rynku europejskiego, ale mogą obejmować partnerów handlowych i biznesowych na całym świecie. Rozwój sytuacji na rynkach i ceny rynkowe będą mieć istotny wpływ na sposób prowadzenia biznesu przez Emitenta. Ponadto, rozwój STEELCOIN i liczba wyemitowanych STEELCOINS oraz zachowanie inwestorów, kiedy STEELCOINS są zwracane, będą także wpływać na decyzje biznesowe Emitenta. Emitent, jako podmiot operacyjny, nie jest zaangażowany w określoną strategię. Emitent jest w szczególności zobowiązany do utrzymywania własnego magazynu stali (lub innych) produktów lub do stosowania szczególnej strategii inwestycyjnej lub hedgingowej ale może swobodnie wykorzystywać zyski z emisji zgodnie z własnym uznaniem na własny rachunek. W przyszłości Emitent może zmieniać swoje aktywności biznesowe i może – na własną odpowiedzialność i odpowiedzialność swojego (jedyne) udziałowca – prowadzić dodatkowe i inne działania i/lub rezygnować z bieżących i/lub planowanych aktywności biznesowych.</p>
	<p>Udziałowcy (bezpośredni i pośredni)</p> <p>Jedynym akcjonariuszem Emitenta jest firma FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("FRANKSTAHL"), spółka z ograniczoną odpowiedzialnością (<i>Gesellschaft mit beschränkter Haftung</i>), założona i prawidłowo działająca zgodnie z prawami Republiki Austrii, z zarejestrowaną siedzibą w Wiedniu, Austria, oraz zarejestrowanym biurem przy Esteplatz 6, 1030 Wiedeń, Austria, zarejestrowana w rejestrze handlowym (<i>Firmenbuch</i>) Sądu Handlowego w Wiedniu (<i>Handelsgericht Wien</i>) pod numerem rejestracyjnym FN 142511 a.</p> <p>Jedynym udziałowcem firmy FRANKSTAHL jest Javor Unternehmensbeteiligungsges.m.b.H., spółka z ograniczoną odpowiedzialnością (<i>Gesellschaft mit beschränkter Haftung</i>), założona i prawidłowo działająca zgodnie z prawami Republiki Austrii, z zarejestrowaną siedzibą w Wiedniu, Austria, oraz swoim zarejestrowanym biurem przy Esteplatz 6, 1030 Wiedeń, Austria, zarejestrowana w Rejestrze Handlowym (<i>Firmenbuch</i>) Sądu Handlowego w Wiedniu (<i>Handelsgericht Wien</i>) pod numerem rejestracyjnym FN 200305 t.</p>

Javor Unternehmensbeteiligungsges.m.b.H. jest w całości posiadana przez Pana Marcela Javora, urodzonego 17 października 1974 roku, który jest zatem ostatecznym rzeczywistym właścicielem Emitenta.

Zarząd

Zarząd Emitenta (*Geschäftsführung*) składa się obecnie z następujących dyrektorów zarządzających (*Geschäftsführer*):

- Marcel Javor, urodzony 17 października 1974; oraz
- Ronald Nagy, urodzony 7 grudnia 1973.

Tożsamość statutowych audytorów

Emitent powołał BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft z zarejestrowaną siedzibą w Wiedniu, Austria, oraz swoim zarejestrowanym biurem w Am Belvedere 4, 1100 Wiedeń, Austria, zarejestrowanym w Rejestrze Handlowym Sądu Handlowego Wiedeń pod numerem rejestracyjnym FN 96046 w ("**BDO**"), jako audytor (i) bilansu otwierającego (*Eröffnungsbilanz*) Emitenta w dniu 31 marca 2022 roku ("**Bilans otwierający**") oraz (ii) nieskonsolidowanych tymczasowych sprawozdań finansowych ("**Financial Statements**") w dniu i przez okres rozpoczynający się 1 kwietnia 2022 roku oraz kończący 15 sierpnia 2022 roku, obydwie sporządzone zgodnie z ogólnie akceptowanymi zasadami rachunkowości w Austrii ("**GAAP**"). BDO wyemitowała niekwalifikowaną opinię audytową w dniu 26 sierpnia 2022 na temat bilansu otwierającego oraz niekwalifikowaną opinię audytową w dniu 26 sierpnia 2022 roku na temat sprawozdań finansowych.

BDO jest członkiem zarówno Instytutu Audytorów Publicznych w Austrii (*Institut der Wirtschaftsprüfer*) jak i Austriackiej Izby Doradców Podatkowych i Audytorów (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Jaka jest kluczowa informacja finansowa dotycząca emitenta?

Informacje w poniższych tabelach zostały wyekstrahowane z i są jedynie streszczeniem Bilansu Otwierającego i Sprawozdań Finansowych za wskazane dni/okresy. Informacje w poniższych tabelach powinny być czytane wraz z informacjami zawartymi w całym Prospekcie, szczególnie z informacjami z Bilansu Otwierającego i Sprawozdań Finansowych zawartych w Części VII (*Annexes*) niniejszego Prospektu.

Rachunek zysków i strat (audytowany)	1 kwietnia 2022 – 15 sierpnia 2022	
	(w €)	
Pozostały koszt operacyjny		- 11.617,16
Wynik operacyjny		- 11.617,16
Wyniki przed opodatkowaniem		- 11.617,16
Wyniki po opodatkowaniu		- 11.617,16
Strata netto za ten rok		- 11.617,16
Straty zakumulowane		- 11.617,16

Rachunek zysków i strat (audytowany)	15 sierpnia 2022 r.	31 marca 2022 r.
	(w €)	
Aktywa		
<i>Aktywa obrotowe</i>	1.790.182,84	100.000,00
Należności i inne aktywa	1.359,50	0
Salda w instytucjach kredytowych	1.788.823,34	100.000,00
Suma aktywów	1.790.182,84	100.000,00
Majątek własny i zobowiązania		
<i>Majątek własny</i>	1.788.382,84	100.000,00
Kapitał akcyjny	100.000,00	100.000,00
Rezerwy kapitałowe	1.700.000,00	0

Straty skumulowane	- 11.617,16	0
Rezerwy	1.800,00	0
Inne rezerwy	1.800,00	0
Suma rachunku zysków i strat	1.790.182,84	100.000,00

c) Jakie kluczowe ryzyka są specyficzne dla emitenta?

Emitent jest bardzo uzależniony od firmy FRANKSTAHL

Emitent nie ma własnego personelu i może nie być w stanie zbudować własnego personelu, w szczególności kluczowego personelu, oraz know how wymaganego do swoich operacji

Emitent może nie być w stanie uzyskiwać produktów stalowych wymaganych do wypełnienia zobowiązań w ramach STEELCOINS i/lub jego fizycznego zabezpieczenia w ogóle (ryzyko dostępności) i/lub na komercyjnie uzasadnionych warunkach (ryzyko niestabilności cen)

Emitent może nie być w stanie dostarczyć wyrobów stalowych w ramach Opcji Wyrobów Stalowych ze względu na niedostępność wyrobów stalowych lub całkowity brak możliwości terminowego dostarczenia wyrobów stalowych przez Emitenta.

Zdolność Emitenta do opłacenia rozliczenia pieniężnego w ramach Opcji Gotówkowej nie jest zabezpieczona

Sekcja C – Najważniejsze informacje o papierach wartościowych

a) Jakie są najważniejsze cechy papierów wartościowych?

Typ, klasa i ISIN STEELCOINS

STEELCOINS to zbywalne papiery wartościowe na okaziciela z ISIN ATSTEELCOIN5, które są emitowane w formie żetonów ERC-20 w blockchainie "Ethereum" ("**Blockchain**"). Nie ma różnych klas STEELCOINS

Waluta, denominacja, wartość nominalna, liczba wyemitowanych papierów wartościowych oraz termin papierów wartościowych

STEELCOINS nie mają specyficznej waluty. Jednak emisja STEELCOINS jest dokonywana w zamian za płatność w euro.

Maksymalna denominacja (= najmniejsza jednostka zbywalna) STEELCOIN wynosi 0,000000000000000001 STEELCOIN. Jednak najmniejszą jednostką STEELCOIN, na którą można się zapisać u Emitenta, jest 0,0001 STEELCOIN. Do zwrotu STEELCOINS do Emitenta wymagane jest co najmniej 0,01 STEELCOIN w przypadku Opcji Gotówkowej (zdefiniowanej w sekcji "Prawa związane ze STEELCOINS" poniżej) lub jeden (1) STEELCOIN w przypadku Opcji Wyrobów Stalowych (zgodnie z definicją w sekcji "Prawa związane ze STEELCOINS" poniżej).

STEELCOINS nie mają wartości nominalnej.

W ramach niniejszego Prospektu zostanie wyemitowanych maksymalnie 18.000 STEELCOINS. Dodatkowe STEELCOINS mogą być wyemitowane w przyszłości.

STEELCOINS nie mają konkretnego terminu/dojrzałości. Jednak, począwszy od 2 stycznia 2023 roku Wartość Stali (zdefiniowana w sekcji "Prawa związane ze STEELCOINS" poniżej) jest zmniejszana o 3% każdego roku (wyliczone na bazie dziennej w porównaniu z poprzednim dniem; tzn. redukcja degresyjna). W związku z tym na przykład 31 grudnia 2022 roku Wartość Stali wynosi około 395,69 kg (w porównaniu z 1.814,39 kg do i włącznie z 1 stycznia 2023 roku). W ramach Opcji Wyrobów Stalowych ma to efekt w postaci zmniejszenia masy wyrobów stalowych, które mogą być uzyskane za STEELCOIN (albo zwiększanie liczby STEELCOINS wymaganych do uzyskania określonej ilości wyrobów stalowych. W ramach Opcji Gotówkowej stanowi to czynnik redukujący wartość wypłaty.

Prawa związane ze STEELCOINS

STEELCOINS mogą być zwrócone w dowolnym momencie zgodnie z wyborem posiadacza do Emitenta albo za określoną ilość konkretnych fizycznych wyrobów stalowych w kg ("**Opcja Wyrobów Stalowych**") albo za rozliczenie gotówkowe w euro ("**Opcja Gotówkowa**").

Zarówno Opcja Wyrobów Stalowych jak i Opcja Gotówkowa są powiązane z określoną masą wyrobów stalowych, która jest zmniejszana w czasie w następujący sposób (każda taka ilość to "**Ilość Stali**"): Do (i łącznie z) 1 stycznia 2023 roku Ilość Stali wynosi 1.814,39 kg wyrobów stalowych za STEELCOIN; począwszy od 2 stycznia 2023 roku Ilość Stali będzie ciągle spadać o 3% rocznie, przy czym redukcja masy jest stosowana codziennie, z taką konsekwencją, że począwszy od 2 stycznia 2023 roku Ilość Stali jest zmniejszana każdego dnia przez zwielokrotnienie Ilości Stali z poprzedniego dnia o $0,97^{(1/365)}$ (odpowiednio w latach przestępnych: Ilość Stali jest redukowana przez zwielokrotnienie Ilości Stali z poprzedniego dnia o $0,97^{(1/366)}$).

W Opcji Wyrobów Stalowych z szeregu konkretnych wyrobów stalowych może być wybrana określona liczba takich wyrobów stalowych. Konsekwentnie taka liczba STEELCOINS musi być zwrócona do Emitenta, którego zagregowana Ilość Stali z dnia wykonania opcji odpowiada zagregowanej rzeczywistej masie wybranych wyrobów stalowych. Wybrane wyroby stalowe muszą być następnie odebrane w wybranych lokalizacjach odbioru. W ramach Opcji Wyrobów Stalowych co najmniej jedna (1) STEELCOIN musi być zwrócona.

Rozliczenie gotówkowe (w euro) płatne w ramach Opcji Gotówkowej ("**Cena Sprzedaży**") jest wyliczane przez zwielokrotnienie odpowiedniej Ilości Stali z dnia wykonania Opcji Gotówkowej z "**Wartością Stali Wykończonej**". Wartość Stali Wykończonej to współczynnik, który uwzględnia między innymi pewne ceny średnie, przy których FRANKSTAHL i/lub Emitent i/lub inni lokalni lub międzynarodowi handlarze stalą złożyli zamówienia na magazynowanie w pewnych grupach wykończonych produktów stalowych w okresie 64 dni kalendarzowych przed wywołaniem Opcji Gotówkowej i jest wyliczany przez zastosowanie skomplikowanego wzoru. Cena sprzedaży jest denominowana w EUR. Inwestorzy mogą proponować wyższą cenę sprzedaży, za którą są skłonni zwrócić STEELCOINS, proponując taką cenę za pośrednictwem witryny internetowej. Jednak Emitent nie jest zobowiązany do zaakceptowania takiej wyższej ceny sprzedaży. W ramach Opcji Gotówkowej musi być zwrócone co najmniej 0,01 STEELCOIN.

Prawa związane ze STEELCOINS mogą być wykonywane tylko przez witrynę Emitenta <https://www.steelcoin.com> ("**Witryna**").

Brak uprzywilejowania

STEELCOINS są bezpośrednimi, niezabezpieczonymi, niepodporządkowanymi zobowiązaniami Emitenta wobec inwestorów o wzajemny rankingu *pari passu* wobec siebie oraz przy wszystkich innych niezabezpieczonych obligacjach Emitenta, tak długo jak takie inne zobowiązania Emitenta nie są wyraźnie uszeregowane w sposób uprzywilejowany wobec roszczeń inwestorów zgodnie z obowiązującymi prawami i regulacjami, w szczególności prawami dotyczącymi niewypłacalności.

W przypadku niewypłacalności Emitenta inwestorzy są tylko zobowiązani wobec praw wierzyciela. Inwestorzy nie mają roszczenia do segregacji lub separacji, a ich roszczenia wobec Emitenta także nie są priorytetyzowane i nie są zabezpieczone.

Zbywalność

STEELCOINS są, pod warunkiem przestrzegania obowiązujących praw i regulacji, zasadniczo swobodnie zbywalne. Frakcje STEELCOINS mogą być zbywane, przy czym najmniejszą frakcją jest 0,000000000000000001 STEELCOIN. Jednak wszelkie zbycie STEELCOIN (lub jego frakcji) wymaga zbycia na Blockchain ("**Zbycie**"). Wszelkie przeniesienie, w tym w szczególności wykonanie Opcji Wyrobów Stalowych lub Opcji Gotówkowej, wygeneruje "Opłaty Gazowe" płatne przez inwestora w Ether (ETH, natywna waluta Blockchain). W związku z tym, jeśli Inwestor chce dokonać Zbycia, to musi mieć odpowiadającą ilość ETH do uiszczenia Opłat Gazowych poniesionych w związku ze zbyciem. Emitent nie ma żadnego wpływu na ilość należnych Opłat Gazowych.

b) Gdzie moje papiery wartościowe zostaną sprzedane?

W dniu emisji Prospektu Emitent nie zamierza ustanowić ani zainicjować rynku, na którym STEELCOINS mogą być sprzedawane przez inwestorów, ani wnioskować o uzyskanie dopuszczenia STEELCOINS do obrotu na rynku regulowanym, na wielostronnej platformie

	obrotu, zorganizowanej platformie obrotu lub dowolnym innym rynku podlegającym podobnej regulacji. Jednak Emitent zastrzega sobie prawo do dokonania tego w przyszłości.
c)	Czy jakaś gwarancja jest powiązana z papierami wartościowymi?
	Nie ma gwarancji powiązanej ze STEELCOINS.
d)	Jakie są najważniejsze ryzyka specyficzne dla papierów wartościowych?
	<p>Cena Sprzedaży może nie odzwierciedlać rozwoju cen na rynkach stali</p> <p>Cena Sprzedaży będzie zmienna</p> <p>Zainteresowani inwestorzy mogą się mylić co do bieżącej wartości STEELCOIN lub jej przyszłego rozwoju podczas wyznaczania Oferowanej Ceny Subskrypcji</p> <p>Cena subskrypcji może być znacznie wyższa niż Cena Sprzedaży w momencie subskrypcji</p> <p>Emitent może nie być w stanie wyliczyć Wartości Stali Wykończonej, a w związku z tym Ceny Sprzedaży</p> <p>Inwestor mógłby utracić dostęp do swoich STEELCOINS ze względu na utratę (dostępu do) portfela i/lub prywatnego klucza Inwestora.</p> <p>Utrata prywatnego klucza Inwestora mogłaby prowadzić do ubezwłasnowolnienia Emitenta i/lub utraty kontroli nad funkcjami umów cyfrowych regulujących STEELCOINS</p> <p>STEELCOINS mogą być utracone przez hakerów</p> <p>STEELCOINS mogą być utracone z powodu "ostateczności" Blockchain</p> <p>STEELCOINS mogą być utracone z powodu słabych punktów oprogramowania wykorzystywanej aplikacji, obowiązującej umowy cyfrowej i infrastruktury blockchainu (tzn. Sieć Ethereum)</p>

Sekcja D – Najważniejsze informacje o publicznej ofercie papierów wartościowych i/lub dopuszczeniu do obrotu na rynku regulowanym

a)	Na jakich warunkach i w jakim harmonogramie mogą inwestować w ten papier wartościowy?
	<p>STEELCOINS (lub ich frakcje; frakcja minimalna: 0,0001 STEELCOIN) może być subskrybowana przez zainteresowanych inwestorów począwszy od daty rozpoczęcia emisji, która jest spodziewana na okres między 22 września 2022 roku i 30 września 2022 roku (w każdym przypadku łącznie z takim dniem) i zostanie opublikowana przez Emitenta w Witrynie, aż do wygaśnięcia ważności niniejszego Prospektu najpóźniej 21 września 2023 roku. Emitent zastrzega sobie prawo do skrócenia lub zakończenia okresu oferty w dowolnym momencie według swojego wyłącznego uznania (szczególnie w przypadku pełnego ulokowania STEELCOINS). Proces subskrypcji jest prowadzony elektronicznie wyłącznie przez Witrynę.</p> <p>Cena emisji STEELCOINS nie jest ustalona. Raczej od zainteresowanego inwestora oczekuje się złożenie oferty ("Oferta Inwestora"), aby się zapisać na (frakcję) jedną lub więcej STEELCOINS ("Oferowane STEELCOINS") w wartości w euro za STEELCOIN określonej przez zainteresowanego inwestora ("Zaoferowana Cena Subskrypcji"), która nie może przekroczyć EUR 5.400 za STEELCOIN (maksymalna cena emisji za STEELCOIN). Oferowana Cena Subskrypcji zwielokrotniona przez Zaoferowane STEELCOINS musi wynosić co najmniej 50 EUR (minimalna wartość inwestycji na ofertę subskrypcji), a najmniejsza frakcja, na którą można się zapisać wynosi 0,0001 STEELCOIN.</p> <p>Emitent według własnego uznania może zaakceptować Ofertę Inwestora w całości lub w części (tzn. tylko w zmniejszonej liczbie STEELCOINS lub jej frakcję ale nie za cenę inną niż Oferowana Cena Subskrypcji) albo odrzucić ją niezwłocznie.</p> <p>Jeśli Oferta Inwestora zostanie zaakceptowana (w całości lub w części) przez Emitenta ("Oferta Subskrypcji"), zainteresowany inwestor zapisuje się na taką liczbę STEELCOINS (lub jej frakcję) jaka zostanie zaakceptowana przez Emitenta ("Zaakceptowane STEELCOINS") i musi zapłacić kwotę wynikającą ze zwielokrotnienia zaakceptowanych STEELCOINS przy Zaoferowanej Cenie Subskrypcji ("Kwota Subskrypcji") niezwłocznie przez wykorzystanie jednej z oferowanych metod płatności. Za pewnymi wyjątkami wszelkie płatności dokonane</p>

	<p>przez Emitenta zostaną dokonane z kont w obrębie Unii Europejskiej i/lub Europejskim Obszarze Gospodarczym.</p> <p>Po całkowitej płatności Kwoty Subskrypcji zainteresowany inwestor zostanie poproszony o dostarczenie publicznego adresu na Blockchainie, na który mają być przeniesione STEELCOINS ("Adres dostawy") i może poinstruować Emitenta o wyemitowaniu Zaakceptowanych STEELCOINS. W ciągu 24 godzin po otrzymaniu Adresu Dostawy przez Emitenta Emitent emituje Zaakceptowane STEELCOINS (opłata gazowa) przez wybicie ich na Blockchainie i następane przeniesienie ich pod Adres Dostawy ("Emitowanie Zaakceptowanych STEELCOINS"). Opłata za wyemitowanie Zaakceptowanych STEELCOINS (opłata gazowa) płatnych w natywnej walucie Blockchain Ether jest ponoszona przez Emitenta.</p> <p>Wyemitowanie Zaakceptowanych STEELCOINS dla zainteresowanego inwestora musi być poprzedzone pełną płatnością Kwoty Subskrypcji. Jeśli płatność pełnej Kwoty Subskrypcji nie zostanie dokonana w czasie wskazanym dla takiej płatności w Witrynie, odpowiednia Oferta Subskrypcji zostanie anulowana. Jeśli płatność Kwoty Subskrypcji zostanie odwołana lub anulowana z dowolnej przyczyny, inwestor musi zwrócić Zaakceptowane STEELCOINS Emitentowi, a Emitent spali odpowiednie Zaakceptowane STEELCOINS w ciągu siedmiu (7) dni od ich otrzymania.</p> <p>Emitent szacuje całkowite koszty emisji na kwotę do 2.000.000 EUR.</p> <p>Od inwestorów może być wymagane opłacenie zwykłych opłat transakcyjnych podczas opłacania Kwoty Subskrypcji Emitentowi.</p> <p>W dniu wydania niniejszego Prospektu Emitent nie zawarł umów dystrybucyjnych, ale ma swobodę zawarcia takich umów w przyszłości.</p>
b)	<p>Kto jest oferentem i/lub osobą proszącą o pozwolenie na obrót?</p> <p>Emitent jest oferentem STEELCOINS. STEELCOINS nie są dopuszczone do obrotu na rynku regulowanym. Zobacz punkt C.b) niniejszego Podsumowania.</p>
c)	<p>Dlaczego ten prospekt jest produkowany?</p> <p>Ten Emitent zamierza publicznie oferować STEELCOINS, które są papierami wartościowymi w rozumieniu Artykułu 2 lit. a) Rozporządzenia w UE w sprawie prospektów, w znaczeniu Artykułu 2 lit d) Rozporządzenia UE w sprawie prospektów ("Offer"). Łączna wartość Oferty prawdopodobnie przekroczy progi wyznaczone przez Artykuł 1 ust. 3 Rozporządzenia UE w sprawie prospektów i sekcji 12 Austriackiej ustawy o rynkach kapitałowych z 2019 roku (<i>Kapitalmarktgesetz 2019</i>). Wyjątek zgodny z Artykułem 1 ust. 4 Rozporządzenia w sprawie prospektów nie ma zastosowania. W związku z tym Emitent złoży Ofertę tylko po wcześniejszej publikacji niniejszego Prospektu.</p> <p>Zysk netto uzyskany z Oferty zostanie wykorzystany do bieżących operacji biznesowych Emitenta z celem wygenerowania własnych zysków dzięki handlowi stalą lub innym aktywnościami według uznania Emitenta. Inwestorzy nie uczestniczą w takich zyskach, ponieważ STEELCOINS są bezpośrednimi, niezabezpieczonymi i niepodporządkowanymi zobowiązaniami Emitenta. Aktywności operacyjne Emitenta mogą obejmować obrót wyrobami stalowymi ze stronami trzecimi (innymi hurtownikami, handlarzami, hutami, dużymi odbiorcami stali) i/lub pozyskiwaniem zapasu stali i/lub uczestnictwa spółki, przy czym Emitent może także zachować płynność finansową w formie kont bankowych i instrumentów rynku pieniężnego i nie musi wykorzystywać całego zysku emisji. Jednak Emitent może także prowadzić dodatkowe lub inne aktywności biznesowe i także zrezygnować z bieżących i/lub planowanych aktywności w przyszłości.</p> <p>W związku z tym, że Emitent nie może ustalić ceny, po której STEELCOINS są emitowane (zob. poz D.a) niniejszego Podsumowania), a ta cena może wykazywać istotne różnice w czasie, nie jest możliwe rzetelne oszacowanie przez Emitenta zysków z emisji maksymalnie 18.000 STEELCOINS, które są ujęte w niniejszym Prospekcie. Teoretyczne maksymalne możliwe zyski z tej emisji, tzn. gdyby wszystkie 18.000 STEELCOINS w ramach niniejszego Prospektu miały być umieszczone w maksymalnej cenie emisji 5.400 EUR za STEELCOIN, osiągnęłyby maks. 97,2</p>

mIn EUR brutto lub, biorąc pod uwagę oszacowane koszty całkowite wspomniane powyżej, 95,2 mln EUR netto. Inwestorzy/posiadacze STEELCOINS nie uczestniczą w zyskach z działalności operacyjnej Emitenta.

Oferta nie podlega umowie gwarantowania emisji na bazie zobowiązania wiążącego: Emitent będzie emitował STEELCOINS wyłącznie samodzielnie bezpośrednio przez Witrynę.

Marcel Javor, jeden z dyrektorów zarządzających Emitenta (*Geschäftsführer*), jest także dyrektorem zarządzającym jedyne go udziałowca Emitenta, firmy FRANKSTAHL i (pośrednio) jedyne go ostatecznego właściciela rzeczywistego Emitenta i firmy FRANKSTAHL. W związku z tym mogą powstawać konflikty interesów między Emitentem, udziałowcem, firmą FRANKSTAHL, i jego jedynym ostatecznym właścicielem rzeczywistym

Annex S

Portuguese translation / *Tradução portuguesa*

I. SUMÁRIO

Secção A – Introdução, advertências incluídas	
<p><i>Este sumário deve ser lido como uma introdução a este Prospeto (tal como definido abaixo).</i></p> <p><i>Qualquer decisão de investimento nos títulos deve ser baseada na análise do presente Prospeto como um todo pelo investidor.</i></p> <p><i>Os investidores nos títulos podem perder a totalidade ou parte do capital investido.</i></p> <p><i>Caso seja apresentada em tribunal uma queixa relativa à informação contida neste Prospeto, o investidor queixoso poderá, nos termos do direito nacional, ter de suportar os custos de tradução deste Prospeto antes do início do processo judicial.</i></p> <p><i>Só pode ser assacada responsabilidade civil às pessoas que tenham elaborado este sumário, incluindo qualquer tradução deste, mas apenas caso o mesmo, quando lido em conjunto com as outras partes deste Prospeto, contenha menções enganosas, inexatas ou incoerentes ou não preste a informação fundamental para ajudar os investidores a decidirem se devem investir nos títulos.</i></p>	
a)	Nome e Número de Identificação Internacional de Títulos (ISIN – sigla inglesa de International Securities Identification Number) dos títulos
	Este prospeto (" Prospeto ") refere-se à emissão de STEELCOINS que são títulos ao portador negociáveis sob a forma de fichas ERC-20 na blockchain "Ethereum" sem maturidade e sem juros, mas que podem ser transacionados em qualquer altura, quer à escolha do titular mediante liquidação em espécie tendo como contrapartida uma determinada quantidade de produtos de aço (decrecente ao longo do tempo), quer mediante liquidação em numerário em EUR (" STEELCOINS ", e individualmente um " STEELCOIN "). O ISIN dos STEELCOINS é ATSTEELCOIN5.
b)	Identidade e dados de contacto do emitente, incluindo o seu código identificador de entidade jurídica (LEI – sigla inglesa de Legal Entity Identifiers)
	FS Steel-Products GmbH (" Emitente "; LEI: 529900OX94239BUDFN51) é uma sociedade anónima (<i>Gesellschaft mit beschränkter Haftung</i>) constituída e validamente existente ao abrigo das leis da República da Áustria, com representação oficial em Viena, Áustria, e com sede social em PraterstraBe 15/3/17, 1020 Viena, Áustria (telefone: +43 50 5030; website: https://www.steelcoin.com). O Emitente está inscrito no Registo Comercial (<i>Firmenbuch</i>) do Tribunal de Comércio de Viena (<i>Handelsgericht Wien</i>) sob o número de registo FN 579306 x. Também opera sob o nome comercial STEELCOIN.
c)	Identidade e dados de contacto do oferente, incluindo o seu LEI se o oferente tiver personalidade jurídica, ou da pessoa que solicita a admissão à negociação num mercado regulamentado
	Ver item A.b) deste Sumário.
d)	Identidade e dados de contacto da autoridade competente que aprova o prospeto e, caso seja diferente, da autoridade competente que aprovou o documento de registo ou o documento de registo universal
	A Autoridade do Mercado Financeiro austríaca (<i>Finanzmarktaufsichtsbehörde</i> , a " FMA "), Otto-Wagner-Platz 5, A-1090 Viena (telefone: +43 1 249 59-0; website: www.fma.gv.at) aprovou este Prospeto na sua qualidade de autoridade competente para a Áustria ao abrigo do Regulamento (UE) 2017/1129 do Parlamento Europeu e do Conselho de 14 de junho de 2017, tal como alterado (o " Regulamento do Prospeto da UE ") e nos termos da Lei dos Mercados de Capitais austríaca de 2019 (<i>Kapitalmarktgesetz</i> 2019).
e)	Data de aprovação do Prospeto
	Este Prospeto foi aprovado em 21 de setembro de 2022.

Secção B – Informação fundamental sobre o Emitente

a) Quem é o Emitente dos títulos?

Domicílio e forma jurídica, LEI, legislação ao abrigo da qual o Emitente exerce a sua atividade e o seu país de registo

Ver item A.b) deste Sumário.

Principais atividades

Os objetivos comerciais do Emitente (*Geschäftsgegenstand*), tal como constam no Terceiro (*Drittens*) artigo dos seus estatutos (*Errichtungserklärung*), incluem (traduzido do original alemão):

- o comércio de produtos metalúrgicos e materiais de construção;
- todas as operações e medidas necessárias e úteis para a consecução do objeto da empresa e para o desenvolvimento e eficiência económica da empresa.

O comércio de aço e a emissão, bem como o cumprimento das obrigações do Emitente relacionadas com os STEELCOINS, é o principal objetivo comercial do Emitente. O objetivo estratégico do Emitente é estabelecer uma nova faceta no comércio de aço tradicional com a emissão de STEELCOINS, com interesse tanto para fins de especulação como para alcançar efeitos de cobertura por parte dos consumidores de aço. Como comerciante de aço, as atividades operacionais do Emitente podem também incluir o comércio de produtos de aço com terceiros (outros grossistas, comerciantes, siderurgias, grandes consumidores de aço). O Emitente tem uma licença comercial em vigor (Sistema Austríaco de Informação sobre Licenças Comerciais [*Gewerbeinformationssystem Austria* – GISA] número 34882627). O Emitente poderá (mas não é obrigado a) cobrir futuros aumentos de preços e riscos, e realizar as operações correspondentes. O Emitente poderá construir ou adquirir os seus próprios armazéns no futuro e também poderá adquirir e alienar empresas ou participações em empresas. As atividades comerciais do Emitente não se limitam ao mercado europeu, podendo incluir parceiros empresariais e comerciais em todo o mundo. A evolução do mercado e os preços de mercado exercerão uma influência significativa na forma como o Emitente conduz os seus negócios. Além disso, o crescimento do STEELCOIN e o número de STEELCOINS emitidos, bem como o comportamento dos investidores sempre que os STEELCOINS forem transacionados, também terão influência nas decisões comerciais do Emitente. Como entidade operacional, o Emitente não está comprometido com uma estratégia específica. O Emitente não é, em particular, obrigado a manter um stock próprio de produtos de aço (ou outros) ou a aplicar uma estratégia específica de investimento ou cobertura, sendo livre de utilizar as receitas da emissão de acordo com o seu próprio critério e por sua própria conta. No futuro, o Emitente poderá alterar as suas atividades comerciais e poderá – a seu exclusivo critério e a critério do seu (único) acionista – exercer atividades adicionais ou outras atividades e/ou desistir das atividades comerciais atuais e/ou planeadas.

Acionistas (diretos e indiretos)

O único acionista do Emitente é a FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), uma sociedade anónima (*Gesellschaft mit beschränkter Haftung*) constituída e validamente existente ao abrigo das leis da República da Áustria, com representação oficial em Viena, Áustria, e com sede social em Esteplatz 6, 1030 Viena, Áustria, inscrita no Registo Comercial (*Firmenbuch*) do Tribunal de Comércio de Viena (*Handelsgericht Wien*) sob o número de registo FN 142511 a.

O único acionista da FRANKSTAHL é a Javor Unternehmensbeteiligungsges.m.b.H., uma sociedade anónima (*Gesellschaft mit beschränkter Haftung*) constituída e validamente existente ao abrigo das leis da República da Áustria, com representação oficial em Viena, Áustria, e com sede social em Esteplatz 6, 1030 Viena, Áustria, inscrita no Registo Comercial (*Firmenbuch*) do Tribunal de Comércio de Viena (*Handelsgericht Wien*) sob o número de registo FN 200305 t.

A Javor Unternehmensbeteiligungsges.m.b.H. é propriedade exclusiva de Marcel Javor, nascido a 17 de outubro de 1974, sendo assim o proprietário beneficiário final do Emitente.

Administração

A administração do Emitente (*Geschäftsführung*) é atualmente constituída pelos seguintes diretores executivos (*Geschäftsführer*):

- Marcel Javor, nascido a 17 de outubro de 1974; e
- Ronald Nagy, nascido a 7 de dezembro de 1973.

Identidade dos revisores oficiais de contas

O Emitente nomeou a BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft, com representação oficial em Viena, Áustria, e sede social em Am Belvedere 4, 1100 Viena, Áustria, inscrita no Registo Comercial do Tribunal de Comércio de Viena com o número de registo FN 96046 w ("**BDO**"), como seu revisor oficial de contas para (i) o balanço de abertura em língua alemã (*Eroffnungsbilanz*) à data de 31 de março de 2022 ("**Balanço de Abertura**") e (ii) demonstrações financeiras não consolidadas ("**Demonstrações Financeiras**") a partir de, e para o período compreendido entre 1 de abril de 2022 e 15 de agosto de 2022, sendo ambos preparados de acordo com os princípios contabilísticos geralmente aceites na Áustria ("**GAAP**"). A BDO emitiu um parecer de auditoria em língua alemã, sem reservas, datado de 26 de agosto de 2022, sobre o Balanço de Abertura e um parecer de auditoria, sem reservas, datado de 26 de agosto de 2022, sobre as Demonstrações Financeiras.

A BDO é membro do Instituto dos Auditores do Setor Público austríaco (*Institut der Wirtschaftsprüfer*) e da Câmara Austríaca de Consultores e Auditores Fiscais (*Kammer der Steuer-berater und Wirtschaftsprüfer*).

b) Quais são as informações financeiras fundamentais sobre o Emitente?

A informação nos quadros abaixo foi extraída do Balanço de Abertura e das Demonstrações Financeiras sendo apenas um resumo dos mesmos para as datas/períodos indicados. A informação contida nos quadros abaixo deve ser lida juntamente com a informação contida em todo o Prospeto, sobretudo a informação contida no Balanço de Abertura e nas Demonstrações Financeiras constantes da Parte VII (*Annexes*) do presente Prospeto.

Demonstração de Resultados (auditado)	1 Abril 2022 – 15 Agosto 2022	
	(em €)	
Outras despesas operacionais		- 11.617,16
Resultado operacional		- 11.627,16
Resultados antes de impostos		- 11.627,16
Resultados depois de impostos		- 11.627,16
Prejuízos para o ano		- 11.617,16
Prejuízos acumulados		- 11.617,16

Balanço (auditado)	15 Agosto 2022	31 Março 2022
	(em €)	
Ativos		
<i>Ativos correntes</i>	1.790.182,84	100.000,00
Outros créditos e ativos	1.359,50	0
Saldos mantidos com instituições de crédito	1.788.823,34	100.000,00
Ativo Total	1.790.182,84	100.000,00
Capital Próprio e Passivo		
<i>Capital Próprio</i>	1.788.382,84	100.000,00
Capital social	100.000,00	100.000,00
Reservas	1.700.000,00	0
Prejuízos Acumulados	- 11.617,16	0
<i>Passivo Acumulado</i>	1.800,00	0
Outros passivos	1.800,00	0

	Total de Capital Próprio e Passivo	1.790.182,84	100.000,00
c)	Quais são os principais riscos específicos do Emitente?		
	<p>O Emitente está fortemente dependente da FRANKSTAHL</p> <p>O Emitente não tem pessoal próprio e pode não ser capaz de constituir o seu próprio pessoal, em especial pessoal fundamental, e o know-how necessário para as suas operações</p> <p>O Emitente pode não ser capaz de adquirir os produtos de aço necessários ao cumprimento das suas obrigações no âmbito dos STEELCOINS e/ou para a sua cobertura física (risco de disponibilidade) e/ou em condições comercialmente razoáveis (risco de flutuação de preços)</p> <p>O Emitente pode não ser capaz de entregar os produtos de aço nos termos da Opção de Produtos de Aço devido à indisponibilidade de produtos de aço ou à falha de entrega atempada dos mesmos por parte do Emitente</p> <p>A capacidade do Emitente de efetuar o pagamento em dinheiro nos termos da Opção de Pagamento a Dinheiro não está garantida</p>		

Secção C – Informação fundamental sobre os títulos	
a)	Quais são as principais características dos títulos?
	<p>Tipo, categoria e ISIN dos STEELCOINS</p> <p>Os STEELCOINS são títulos ao portador negociáveis cujo Número de Identificação Internacional de Títulos (ISIN) é ATSTEELCOIN5, e que são emitidos sob a forma de fichas ERC-20 na blockchain "Ethereum" ("Blockchain"). Não existem classes diferentes de STEELCOINS.</p> <p>Moeda, denominação, valor nominal, número de títulos emitidos e prazo dos mesmos</p> <p>Os STEELCOINS não têm uma moeda específica. No entanto, a emissão de STEELCOINS é efetuada contra pagamento em euros.</p> <p>A denominação mínima (= menor unidade negociável) do STEELCOIN é 0,00000000000000000001 STEELCOIN. No entanto, a menor unidade que pode ser subscrita junto do Emitente é 0,0001 STEELCOIN. Para devolver STEELCOINS ao Emitente são necessários pelo menos 0,01 STEELCOIN no caso da Opção a Dinheiro (como definido na secção "<i>Direitos inerentes aos STEELCOINS</i>" abaixo) ou um (1) STEELCOIN no caso da Opção de Produtos de Aço (como definido na secção "<i>Direitos inerentes aos STEELCOINS</i>" abaixo).</p> <p>Os STEELCOINS não têm valor nominal.</p> <p>Ao abrigo deste Prospeto, serão emitidos até 18.000 STEELCOINS. Poderão ser emitidos STEELCOINS adicionais no futuro.</p> <p>Os STEELCOINS não têm um prazo/maturidade específico. Contudo, a partir de 2 de janeiro de 2023, o Montante de Aço (definido na secção "<i>Direitos inerentes aos STEELCOINS</i>" abaixo) é reduzido em 3% cada ano (calculado numa base diária em comparação com o dia anterior, ou seja, redução degressiva). Assim, por exemplo, a 31 de dezembro de 2022 o Montante de Aço é de aproximadamente 395,69 kg (em comparação com 1.814,39 kg até 1 de Janeiro de 2023 inclusive). Nos termos da Opção de Produtos de Aço, isto tem o efeito de reduzir o peso dos produtos de aço que podem ser obtidos por cada STEELCOIN (ou de aumentar o número de STEELCOINS necessários para obter uma certa quantidade de produtos de aço). Nos termos da Opção a Dinheiro, isto constitui um fator de redução do montante de pagamento.</p> <p>Direitos inerentes aos STEELCOINS</p> <p>Os STEELCOINS podem ser devolvidos ao Emitente em qualquer altura à escolha do titular, quer em quilogramas, mediante a entrega de uma determinada quantidade de produtos de aço específicos ("Opção de Produtos de Aço"), quer em euros, mediante liquidação em numerário ("Opção a Dinheiro").</p> <p>Tanto a Opção de Produtos de Aço como a Opção a Dinheiro estão ligadas a um determinado peso de produtos de aço, que é reduzido ao longo do tempo da seguinte forma (sendo cada um desses montantes o "Montante de Aço"): até 1 de janeiro de 2023 (inclusive), o Montante de</p>

Aço corresponde a 1.814,39 kg de produtos de aço que podem ser obtidos por cada STEELCOIN; a partir de 2 de janeiro de 2023, o Montante de Aço irá diminuir continuamente 3% ao ano, sendo que a redução de peso é aplicada numa base diária, com a consequência de que a partir de 2 de Janeiro de 2023, o Montante de Aço é reduzido todos os dias através da multiplicação do Montante de Aço do dia anterior por $0,97^{(1/365)}$ (em anos bissextos o Montante de Aço é reduzido através da multiplicação do Montante de Aço do dia anterior por $0,97^{(1/366)}$).

Na Opção de Produtos de Aço, a partir de uma seleção de certos produtos de aço, pode ser selecionado um número específico de tais produtos de aço. Subsequentemente, tal número de STEELCOINS deve ser devolvido ao Emitente, e em que o Montante de Aço acumulado do dia de exercício da opção corresponde ao peso real acumulado dos produtos de aço selecionados. Os produtos de aço selecionados devem então ser levantados em locais previamente definidos para o levantamento. Na Opção de Produtos de Aço, deve ser transacionado pelo menos um (1) STEELCOIN.

O pagamento em dinheiro (em euros) a efetuar nos termos da Opção a Dinheiro ("**Preço de Venda**") é calculado multiplicando o respetivo Montante de Aço do dia de exercício da Opção a Dinheiro pelo "**Valor de Aço Acabado**". O Valor de Aço Acabado é um fator que tem em conta, entre outros, certos preços médios a que a FRANKSTAHL e/ou o Emitente e/ou outros comerciantes de aço locais ou internacionais colocaram ordens de compra para detenção de stocks em certos grupos de produtos de aço acabados durante um período de 64 dias de calendário antes da Opção a Dinheiro ser ativada, e é calculado através da aplicação de uma fórmula complexa. O Preço de Venda é expresso em EUR. Os investidores podem propor um preço de venda mais elevado para o qual estão dispostos a devolver STEELCOINS, propondo tal preço através do Site. Na Opção a Dinheiro, deve ser transacionado pelo menos 0,01 STEELCOIN.

Os direitos inerentes aos STEELCOINS só podem ser exercidos através do site do Emitente, <https://www.steelcoin.com> ("**Site**").

Sem grau de prioridade superior

Os STEELCOINS são obrigações diretas, não garantidas e não subordinadas do Emitente para com os investidores classificadas pari passu entre si e em relação a todas as outras obrigações não garantidas do Emitente, desde que essas outras obrigações do Emitente não sejam expressamente prioritárias em relação aos créditos dos investidores ao abrigo das leis e regulamentos aplicáveis, em particular as leis de insolvência.

Em caso de insolvência do Emitente, os investidores só têm direitos de credor. Os investidores não podem ter direito à segregação ou separação, e os seus créditos contra o Emitente não têm prioridade e também não estão garantidos.

Transferibilidade

Os STEELCOINS podem, em geral, ser livremente transferidos, de acordo com as leis e regulamentos aplicáveis. Podem ainda ser transferidas frações de STEELCOINS, sendo a fração mais pequena 0,000000000000000001 STEELCOIN. No entanto, qualquer transferência de um STEELCOIN (ou de uma fração do mesmo) requer uma transferência na Blockchain ("**Transferência**"). Qualquer transferência, incluindo em particular o exercício da Opção de Produtos de Aço ou da Opção a Dinheiro, irá gerar "Taxas de Gás" a pagar pelo investidor em Ether (ETH, a moeda nativa da Blockchain). Assim, se o Investidor quiser efetuar uma Transferência, deverá ter o montante correspondente de ETH para pagar as Taxas de Gás incorridas pela Transferência. O Emitente não exerce qualquer influência sobre o montante das Taxas de Gás a pagar.

b) Onde serão negociados os títulos?

À data de aprovação do Prospeto, não é intenção do Emitente estabelecer ou iniciar um mercado onde os STEELCOINS possam ser negociados pelos investidores, nem solicitar ou obter a admissão dos STEELCOINS à negociação num mercado regulamentado, sistema de negociação multilateral, sistema de negociação organizado ou em qualquer outro mercado sujeito a

	regulamentação semelhante. Contudo, o Emitente reserva-se o direito de assim proceder no futuro.
c)	Existe uma garantia associada aos títulos?
	Não há qualquer garantia associada aos STEELCOINS.
d)	Quais são os principais riscos específicos dos títulos?
	<p>O Preço de Venda pode não refletir a evolução dos preços nos mercados do aço</p> <p>O Preço de Venda será flutuante</p> <p>Os investidores interessados correm o risco de se enganar em relação ao valor atual de um STEELCOIN ou ao seu crescimento futuro ao determinar o Preço de Subscrição da Oferta</p> <p>O preço de subscrição pode ser consideravelmente mais elevado do que o Preço de Venda no momento da subscrição</p> <p>O Emitente pode não ser capaz de calcular o Valor de Aço Acabado e, portanto, o Preço de Venda</p> <p>Um Investidor pode perder o acesso aos seus STEELCOINS devido a uma perda de (acesso à) carteira e/ou à chave privada do Investidor</p> <p>A perda da chave privada do Emitente resultaria em incapacidade do Emitente e/ou perda de controlo sobre as funções do contrato inteligente subjacente aos STEELCOINS</p> <p>Os STEELCOINS podem ser perdidos devido à ação de hackers</p> <p>Os STEELCOINS podem ser perdidos devido à "finalidade" da Blockchain</p> <p>Os STEELCOINS podem ser perdidos devido a vulnerabilidades de software na aplicação subjacente, do contrato inteligente subjacente, e da infraestrutura da blockchain (isto é, a Rede Ethereum)</p>

Secção D - Informação fundamental para a oferta de títulos ao público e/ou admissão à negociação num mercado regulamentado

a)	Em que condições e calendário posso investir neste título?
	<p>Os STEELCOINS (ou respetivas frações; fração mínima: 0,0001 STEELCOIN) podem ser subscritos pelos investidores interessados a partir da data de início da emissão, prevista para o período entre 22 de setembro de 2022 e 30 de setembro de 2022 (em cada caso incluindo esse dia) e serão publicados pelo Emitente no Site, até que a validade do presente Prospeto expire em 21 de setembro de 2023 o mais tardar. O Emitente reserva-se o direito de reduzir ou terminar o período da oferta a qualquer momento a seu critério absoluto (em particular, no caso de colocação total das STEELCOINS). O processo de subscrição é realizado exclusivamente por via eletrónica através do Site.</p> <p>O preço de emissão dos STEELCOINS não é fixo. Em vez disso, um investidor interessado é obrigado a fazer uma oferta ("Oferta do Investidor") para subscrever (uma fração de) um ou mais STEELCOINS ("Oferta de STEELCOINS") no montante em euros por STEELCOIN especificado pelo investidor interessado ("Preço de Subscrição da Oferta"), que não deve exceder 5.400 EUR por STEELCOIN (preço máximo de emissão por STEELCOIN). O Preço de Subscrição da Oferta multiplicado pela Oferta de STEELCOINS deve ser de pelo menos 50 EUR (montante mínimo de investimento por oferta de subscrição) e a menor fração passível de ser subscrita é igual a 0,0001 STEELCOIN.</p> <p>O Emitente pode, a seu critério exclusivo, aceitar a Oferta do Investidor na sua totalidade ou em parte (isto é, apenas para um número reduzido de STEELCOINS ou para uma fração destes, mas não por um preço que não seja o Preço de Subscrição da Oferta) ou rejeitá-la imediatamente.</p> <p>Se a Oferta do Investidor for aceite (no todo ou em parte) pelo Emitente ("Oferta de Subscrição"), o investidor interessado subscreve o número de STEELCOINS (ou uma fração dos mesmos) tal como aceite pelo Emitente ("STEELCOINS Aceites") e deve pagar o montante resultante da multiplicação dos STEELCOINS Aceites pelo Preço de Subscrição da Oferta</p>

	<p>("Montante de Subscrição") imediatamente, utilizando um dos métodos de pagamento oferecidos. Salvo certas exceções, todos os pagamentos efetuados ao Emitente devem ter a sua origem em contas dentro da União Europeia e/ou do Espaço Económico Europeu.</p> <p>Após o pagamento completo do Montante de Subscrição, o investidor interessado é solicitado a fornecer o seu endereço público na Blockchain para a qual os STEELCOINS Aceites serão transferidos ("Endereço de Entrega") e pode solicitar ao Emitente que emita os STEELCOINS Aceites. No prazo de 24 horas após a obtenção do Endereço de Entrega pelo Emitente, este procederá à emissão dos STEELCOINS Aceites, cunhando os mesmos na Blockchain e transferindo-os posteriormente para o Endereço de Entrega ("Emissão dos STEELCOINS Aceites"). A taxa de Emissão dos STEELCOINS Aceites, a pagar (taxa de gás) em Ether [ETH], a moeda nativa da Blockchain, é suportada pelo Emitente.</p> <p>A Emissão dos STEELCOINS Aceites para o investidor interessado está sujeita ao pagamento prévio da totalidade do Montante de Subscrição. Se o pagamento do Montante de Subscrição integral não for efetuado dentro do prazo indicado no Site para tal pagamento, a Oferta de Subscrição aplicável é cancelada. Se o pagamento do Montante de Subscrição for anulado ou cancelado por qualquer razão, o investidor tem de devolver os STEELCOINS Aceites ao Emitente e este irá remover/queimar os respetivos STEELCOINS Aceites no prazo de sete (7) dias após terem sido recebidos.</p> <p>O Emitente estima que os custos totais da emissão podem ascender a 2.000.000 EUR.</p> <p>Os investidores podem ser obrigados a pagar as taxas de transação normais ao efetuar o pagamento do Montante de Subscrição ao Emitente.</p> <p>À data de aprovação deste Prospeto, o Emitente não tinha celebrado acordos de distribuição, mas é livre de celebrar tais acordos no futuro.</p>
b)	<p>Quem é o oferente e/ou a pessoa que solicita a admissão à negociação?</p> <p>O Emitente é o oferente dos STEELCOINS. Os STEELCOINS não são admitidos à negociação em mercados regulamentados. Ver item C.b) deste Sumário.</p>
c)	<p>Por que razão está a ser elaborado este prospeto?</p> <p>Este Emitente pretende oferecer STEELCOINS, ou seja, títulos nos termos do Artigo 2 a) do Regulamento do Prospeto da UE, ao público em conformidade com o Artigo 2 d) do Regulamento do Prospeto da UE ("Oferta"). O valor total da Oferta irá provavelmente exceder os limiares estipulados pelo Artigo 1 parágrafo 3 do Regulamento do Prospeto da UE e pelo Artigo 12 da Lei dos Mercados de Capitais austríaca de 2019 (<i>Kapitalmarktgesetz 2019</i>). A derrogação prevista no Artigo 1 parágrafo 4 do Regulamento do Prospeto da UE não é aplicável. Assim, o Emitente só fará a Oferta após a publicação prévia deste Prospeto.</p> <p>As receitas líquidas obtidas através da Oferta serão utilizadas para as operações comerciais em curso do Emitente com o objetivo de gerar lucros próprios com o comércio de aço ou outras atividades à discrição do Emitente. Os investidores não têm participação em tais lucros, uma vez que os STEELCOINS são obrigações diretas, não garantidas e não subordinadas do Emitente. As atividades operacionais do Emitente podem incluir o comércio de produtos de aço com terceiros (outros grossistas, comerciantes, siderurgias, grandes consumidores de aço) e/ou a aquisição existências de aço e/ou participações em empresas, em que o Emitente também pode deter liquidez sob a forma de contas bancárias e instrumentos do mercado monetário, não tendo de utilizar a totalidade das receitas da emissão. No entanto, o Emitente poderá também exercer atividades adicionais ou outras atividades e/ou desistir das atividades comerciais atuais e/ou planeadas.</p> <p>Como o Emitente não pode determinar o preço a que os STEELCOINS são emitidos (ver item D.a) deste Resumo) e esse preço pode variar significativamente ao longo do tempo, não é possível ao Emitente estimar de forma rigorosa as receitas da emissão de até 18.000 STEELCOINS, sendo este o objeto do presente Prospeto. As receitas teóricas máximas possíveis da emissão, ou seja, no caso de todos os 18.000 STEELCOINS ao abrigo deste Prospeto serem colocados ao preço máximo de emissão de 5.400 EUR por STEELCOIN, ascenderiam a 97,2 milhões de EUR brutos ou, tendo em conta os custos totais estimados acima mencionados, 95,2</p>

milhões de EUR líquidos. Os investidores/detentores de STEELCOINS não têm qualquer participação nas receitas das atividades operacionais do Emitente.

A Oferta não está sujeita a um acordo de subscrição com base num compromisso firme: o Emitente emitirá os STEELCOINS exclusivamente por si próprio e diretamente através do Site.

Marcel Javor, um dos diretores executivos do Emitente (*Geschäftsführer*), é também diretor executivo do único acionista do Emitente, a FRANKSTAHL, e (indiretamente) único proprietário beneficiário final do Emitente e da FRANKSTAHL. Assim, podem surgir conflitos de interesse entre o Emitente, o seu acionista FRANKSTAHL, e o seu único proprietário beneficiário final.

Annex T

Romanian translation / *Traducere în limba română*

I. REZUMAT

Secțiunea A - Introducere, cu avertismente	
<p>Acest rezumat trebuie citit ca o introducere la prezentul Prospect (așa cum este definit în continuare). Orice decizie de a investi în valori mobiliare trebuie să se bazeze pe o analiză a prezentului prospect în ansamblul său de către investitor.</p> <p>Investitorii în aceste valori mobiliare ar putea pierde total sau parțial capitalul investit.</p> <p>În cazul în care o acțiune referitoare la informațiile conținute în prezentul prospect este introdusă în instanță, investitorul reclamant ar putea, în conformitate cu legislația națională, să fie nevoit să suporte costurile de traducere a prezentului prospect înainte de inițierea procedurilor judiciare.</p> <p>Răspunderea civilă revine numai acelor persoane care au prezentat acest rezumat, inclusiv orice traducere a acestuia, dar numai în cazul în care acest rezumat induce în eroare, este inexact sau incoerent atunci când este citit împreună cu celelalte părți ale prezentului prospect sau atunci când nu furnizează informații esențiale pentru a ajuta investitorii atunci când iau în considerare posibilitatea de a investi în valorile mobiliare.</p>	
a)	Denumirea și numărul internațional de identificare a valorilor mobiliare ("ISIN") al valorii mobiliare
	Prezentul prospect (" Prospectul ") se referă la emiterea de STEELCOINS, care sunt titluri de valoare la purtător transferabile sub forma unor token-uri ERC-20 pe blockchain "Ethereum", care nu au scadență și nu poartă dobândă, dar pot fi returnate în orice moment, la alegerea deținătorului, fie în schimbul unei decontări fizice cu o anumită cantitate de bunuri din oțel (care scade în timp), fie în schimbul unei decontări în numerar în EUR (" STEELCOINS " și individual " STEELCOIN "). ISIN-ul STEELCOINS este: ATSTEELCOIN5.
b)	Identitatea și datele de contact ale emitentului, inclusiv identificatorul său de entitate juridică ("LEI").
	FS Steel-Products GmbH (" Emitent "; LEI: 529900OX94239BUDFN51), este o societate cu răspundere limitată (<i>Gesellschaft mit beschränkter Haftung</i>) constituită și existentă în mod valabil în conformitate cu legile Republicii Austria, cu sediul social în Viena, Austria, și cu sediul social la Praterstraße 15/3/17, 1020 Viena, Austria (telefon: +43 50 5030; website: https://www.steelcoin.com). Emitentul este înregistrat în Registrul Comerțului (<i>Firmenbuch</i>) al Tribunalului Comercial din Viena (<i>Handelsgericht Wien</i>) cu numărul de înregistrare FN 579306 x. De asemenea, își desfășoară activitatea sub denumirea comercială STEELCOIN.
c)	Identitatea și datele de contact ale ofertantului, inclusiv LEI al acestuia, în cazul în care ofertantul are personalitate juridică, sau ale persoanei care solicită admiterea la tranzacționare pe o piață reglementată
	A se vedea punctul A.b) din prezentul rezumat.
d)	Identitatea și datele de contact ale autorității competente care aprobă prospectul și, în cazul în care sunt diferite, ale autorității competente care a aprobat documentul de înregistrare sau documentul de înregistrare universal.
	Autoritatea austriacă pentru piața financiară (<i>Finanzmarktaufsichtsbehörde</i> , " FMA "), Otto-Wagner-Platz 5, A-1090 Viena (telefon: +43 1 249 59-0; site web: www.fma.gv.at) a aprobat prezentul prospect în calitatea sa de autoritate competentă pentru Austria în temeiul Regulamentului (UE) 2017/1129 al Parlamentului European și al Consiliului din 14 iunie 2017, cu modificările ulterioare (" Regulamentul UE privind prospectul ") și în conformitate cu Legea austriacă privind piețele de capital din 2019 (<i>Kapitalmarktgesetz 2019</i>).
e)	Data de aprobare a prospectului
	Prezentul Prospect a fost aprobat la data de 21 septembrie 2022.

Secțiunea B - Informații cheie despre emitent

a) Cine este emitentul valorilor mobiliare?

Domiciliul și forma juridică, LEI, legea în baza căreia funcționează emitentul și țara de constituire a acestuia

A se vedea punctul A.b) din prezentul rezumat.

Activități principale

Obiectivele de afaceri ale Emitentului (*Unternehmensgegenstand*), astfel cum sunt menționate la punctul al treilea (*Drittens*) din statutul său (*Errichtungserklärung*), includ (tradus din originalul german):

- comerțul cu produse metalice și materiale de construcții;
- toate tranzacțiile și măsurile care sunt necesare și utile pentru realizarea obiectului de activitate al societății și pentru dezvoltarea și eficiența economică a societății.

Comerțul cu oțel și emiterea, precum și îndeplinirea obligațiilor emitentului legate de STEELCOINS reprezintă scopul principal al activității emitentului. Obiectivul strategic al emitentului este de a crea o nouă fațetă a comerțului clasic cu oțel prin emiterea de STEELCOINS, care prezintă interes atât pentru speculații, cât și pentru obținerea de efecte de acoperire a riscurilor de către consumatorii de oțel. În calitate de comerciant de oțel, activitățile operaționale ale Emitentului pot include comerțul cu produse siderurgice cu terțe părți (alți angroșiști, comercianți, oțelării, mari consumatori de oțel). Emitentul deține o licență comercială valabilă și aplicabilă (numărul 34882627 al sistemului de informații comerciale din Austria [*Gewerbeinformationssystem Austria - GISA*]). Emitentul ar putea (dar nu este obligat) să se protejeze și în viitor împotriva creșterilor de preț și a riscurilor și să încheie tranzacții corespunzătoare. Emitentul poate construi sau achiziționa propriile depozite în viitor și poate, de asemenea, să achiziționeze și să cedeze societăți sau participații în societăți. Activitățile comerciale ale emitentului nu se limitează la piața europeană, ci pot include parteneri comerciali și de afaceri din întreaga lume. Evoluțiile pieței și prețurile pieței vor avea o influență semnificativă asupra modului în care emitentul își desfășoară activitatea. În plus, evoluția STEELCOIN și numărul de STEELCOINS emise, precum și comportamentul investitorilor, atunci când STEELCOINS sunt returnate, vor influența, de asemenea, deciziile de afaceri ale emitentului. În calitate de entitate operațională, Emitentul nu este angajat într-o strategie specifică. În special, emitentul nu are nicio obligație de a păstra un stoc propriu de produse siderurgice (sau de altă natură) sau de a aplica o strategie specifică de investiții sau de acoperire, dar este liber să utilizeze veniturile din emisiune la propria discreție, în cont propriu. În viitor, Emitentul își poate schimba activitățile comerciale și ar putea - la discreția sa și a acționarului (unic) - să desfășoare activități suplimentare sau de altă natură și/sau să renunțe la activitățile comerciale actuale și/sau planificate.

Acționari (directi și indirecti)

Acționarul unic al Emitentului este FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), o societate cu răspundere limitată (*Gesellschaft mit beschränkter Haftung*) constituită și existentă în mod valabil în conformitate cu legile Republicii Austria, cu sediul social în Viena, Austria, și cu sediul social în Estepplatz 6, 1030 Viena, Austria, înregistrată în Registrul Comerțului (*Firmenbuch*) al Tribunalului Comercial din Viena (*Handelsgericht Wien*) cu numărul de înregistrare FN 142511 a.

Acționarul unic al FRANKSTAHL este Javor Unternehmensbeteiligungsges.m.b.H. , o societate cu răspundere limitată (*Gesellschaft mit beschränkter Haftung*) constituită și existentă în mod valabil în conformitate cu legile Republicii Austria, cu sediul social la Viena, Austria, și sediul social la Estepplatz 6, 1030 Viena, Austria, înregistrată în Registrul Comerțului (*Firmenbuch*) al Tribunalului Comercial din Viena (*Handelsgericht Wien*) sub numărul de înregistrare FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. este deținută în totalitate de domnul Marcel Javor, născut la 17 octombrie 1974, care este astfel proprietarul și beneficiarul efectiv final al emitentului.

Management

Conducerea emitentului (*Geschäftsführung*) este formată în prezent din următorii directori generali (*Geschäftsführer*):

- Marcel Javor, născut la 17 octombrie 1974; și
- Ronald Nagy, născut la 7 decembrie 1973.

Identitatea auditorilor statutari

Emitentul a numit BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft cu sediul social în Viena, Austria, și sediul social la Am Belvedere 4, 1100 Viena, Austria, înregistrată în Registrul Comerțului de la Tribunalul Comercial din Viena cu numărul de înregistrare FN 96046 w ("**BDO**"), în calitate de auditor al (i) bilanțului de deschidere în limba germană (*Eröffnungsbilanz*) al Emitentului la data de 31 martie 2022 ("**Bilanțul de deschidere**") și (ii) situațiilor financiare neconsolidate provizorii ("**Situațiile financiare**") la data curentă respectivă și pentru perioada care începe la 1 aprilie 2022 și se încheie la 15 august 2022, ambele întocmite în conformitate cu principiile contabile general acceptate în Austria ("**GAAP**"). BDO a emis o opinie de audit fără rezerve la data de 26 august 2022 cu privire la Bilanțul de deschidere și o opinie de audit fără rezerve la data de 26 august 2022 cu privire la Situațiile financiare.

BDO este membră atât a *Institutului* Auditorilor Publici din Austria (*Institut der Wirtschaftsprüfer*), cât și a Camerei Austriece a Consilierilor Fiscali și Auditorilor (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Care sunt principalele informații financiare referitoare la emitent?

Informațiile din tabelele de mai jos au fost extrase din bilanțul de deschidere și din situațiile financiare pentru datele/perioadele indicate și reprezintă doar un rezumat al acestora. Informațiile din tabelele de mai jos trebuie citite împreună cu informațiile conținute în întregul Prospect, în special cu informațiile din Bilanțul de deschidere și din Situațiile financiare incluse în partea VII (*Annexes*) a prezentului prospect.

Contul de profit și pierdere (auditat)	1 aprilie 2022 - 15 august 2022	
	(în EUR)	
Alte costuri de exploatare		- 11,617,16
Rezultatul operațional		- 11.617,16
Rezultatul înainte de impozitare		- 11.617,16
Rezultatul după impozitare		- 11.617,16
Pierdere netă pe an		- 11.617,16
Pierderi nete acumulate		- 11.617,16

Bilanț (auditat)	15 august 2022	31 martie 2022
	(în EUR)	
Active		
<i>Active curente</i>	1.790.182,84	100.000,00
Creanțe și alte active	1.359,50	0
Solduri cu instituții de credit	1.788.823,34	100.000,00
Totalul bilanțului	1.790.182,84	100.000,00
Capitaluri proprii și pasive		
<i>Capitaluri</i>	1.788.382,84	100.000,00
Capitalul social	100.000,00	100.000,00
Rezerve de capital	1.700.000,00	0

Pierderi acumulate	- 11.617,16	0
Rezerve	1.800,00	0
Alte rezerve	1.800,00	0
Totalul bilanțului	1.790.182,84	100.000,00

c) Care sunt principalele riscuri specifice emitentului?

Emitentul este puternic dependent de FRANKSTAHL

Emitentul nu dispune de personal propriu și s-ar putea să nu fie în măsură să își formeze propriul personal, în special personalul cheie, și nici cunoștințele necesare pentru operațiunile sale

Este posibil ca emitentul să nu poată achiziționa produsele siderurgice necesare pentru îndeplinirea obligațiilor sale în cadrul STEELCOINS și/sau a acoperirii riscului fizic deloc (risc de disponibilitate) și/sau în condiții comerciale rezonabile (risc de volatilitate a prețurilor)

Este posibil ca emitentul să nu fie în măsură să livreze produsele siderurgice în cadrul opțiunii pentru produse siderurgice din cauza indisponibilității produselor siderurgice sau a faptului că emitentul nu poate furniza produsele siderurgice la timp sau deloc

Capacitatea emitentului de a plăti decontul în numerar în cadrul opțiunii în numerar nu este garantată

Secțiunea C - Informații cheie privind valorile mobiliare

a) Care sunt principalele caracteristici ale valorii mobiliare?

Tipul, clasa și ISIN al STEELCOINS

STEELCOINS sunt titluri de valoare la purtător transferabile cu ISIN ATSTEELCOIN5, emise sub formă de token-uri ERC-20 în blockchain-ul "Ethereum" ("**Blockchain**"). Nu există clase diferite de STEELCOINS.

Moneda, denumirea, valoarea nominală, numărul de titluri de valoare emise și durata titlurilor de valoare

STEELCOINS nu au o monedă specifică. Cu toate acestea, emisiunea de STEELCOINS se efectuează contra unei plăți în euro.

Valoarea nominală minimă (= cea mai mică unitate transferabilă) a unui STEELCOIN este de 0,0000000000000000000001 STEELCOIN. Cu toate acestea, cea mai mică unitate de STEELCOIN care poate fi subscrisă de la Emitent este de 0,0001 STEELCOIN. Pentru returnarea de STEELCOIN-uri către Emitent sunt necesare cel puțin 0,01 STEELCOIN pentru opțiunea cash (așa cum este definită în secțiunea "*Drepturi atașate STEELCOIN-urilor*" de mai jos) sau cel puțin un (1) STEELCOIN pentru opțiunea pentru bunuri din oțel (așa cum este definită în secțiunea "*Drepturi atașate STEELCOIN-urilor*" de mai jos).

STEELCOINS nu au o valoare nominală.

În cadrul acestui Prospect se vor emite până la 18.000 de STEELCOINS. STEELCOINS suplimentare pot fi emise în viitor.

STEELCOINS nu au un termen specific / scadență. Cu toate acestea, începând cu 2 ianuarie 2023, Suma de oțel (definită în secțiunea "*Drepturile aferente STEELCOINS*" de mai jos) este redusă cu 3% în fiecare an (calculată zilnic față de ziua precedentă; adică reducere degresivă). Astfel, de exemplu, la 31 decembrie 2022, Cantitatea de oțel este de aproximativ 395,69 kg (față de 1.814,39 kg până la 1 ianuarie 2023 inclusiv). În cadrul Opțiunii pentru bunuri siderurgice, acest lucru are ca efect reducerea greutateii bunurilor siderurgice care pot fi obținute per STEELCOIN (sau creșterea numărului de STEELCOIN-uri necesare pentru a obține o anumită cantitate de bunuri siderurgice. În cadrul Opțiunii de numerar, acest lucru constituie un factor care reduce suma de plată.

Drepturi atașate la STEELCOINS

STEELCOINS pot fi returnate în orice moment la alegerea deținătorului către emitent, fie în schimbul unei anumite cantități de **produse** siderurgice fizice specifice în kilograme

("Opțiunea pentru produse siderurgice"), fie în schimbul unei plăți în numerar în euro ("Opțiunea pentru numerar").

Atât opțiunea pentru bunuri din oțel, cât și opțiunea pentru numerar sunt legate de o anumită greutate de bunuri din oțel, care se reduce în timp după cum urmează (fiecare dintre aceste cantități fiind "**Cantitatea de oțel**"): Până la 1 ianuarie 2023 (inclusiv), cantitatea totală de oțel este de 1.814,39 kg de bunuri din oțel per STEELCOIN; începând cu 2 ianuarie 2023, Suma de oțel va scădea continuu cu 3% pe an, reducerea greutății fiind aplicată zilnic, cu consecința că, începând cu 2 ianuarie 2023, Suma de oțel se reduce în fiecare zi prin înmulțirea cu $0,97^{(1/365)}$ a cantității de oțel din ziua precedentă (respectiv în anii bisecți: cantitatea de oțel se reduce prin înmulțirea cantității de oțel din ziua precedentă cu $0,97^{(1/366)}$).

În cadrul opțiunii pentru produse siderurgice, dintr-o selecție de anumite produse siderurgice, se poate selecta un număr specific de astfel de produse siderurgice. Ulterior, un astfel de număr de STEELCOINS trebuie să fie returnat emitentului a cărui cantitate de oțel agregată din ziua exercitării opțiunii corespunde greutății reale agregate a bunurilor din oțel selectate. Bunurile din oțel selectate trebuie apoi să fie ridicate la locațiile de ridicare selectate. În cadrul Opțiunii pentru bunuri din oțel, cel puțin un (1) STEELCOIN trebuie returnat.

Decontarea în numerar (în euro) care trebuie plătită în cadrul opțiunii pentru numerar ("**Prețul de vânzare**") se calculează prin înmulțirea cantității de oțel respective din ziua exercitării opțiunii de vânzare în numerar cu "**Valoarea oțelului finit**". Valoarea oțelului finit este un factor care ia în considerare, *printre altele*, anumite prețuri medii la care FRANKSTAHL și/sau emitentul și/sau alți comercianți de oțel locali sau internaționali au plasat comenzi de cumpărare pentru stocuri în anumite grupe de produse siderurgice finite pe parcursul unei perioade de 64 de zile calendaristice înainte de invocarea opțiunii pentru numerar și se calculează prin aplicarea unei formule complexe. Prețul de vânzare este exprimat în EUR. Investitorii pot propune un preț de vânzare mai mare pentru care este dispus să returneze STEELCOINS, propunând un astfel de preț prin intermediul site-ului web. Cu toate acestea, Emitentul nu este obligat să accepte un astfel de preț de vânzare mai mare. În cadrul opțiunii pentru numerar, trebuie să se returneze cel puțin 0,01 STEELCOIN.

Drepturile atașate STEELCOINS pot fi exercitate numai prin intermediul site-ului web al Emitentului <https://www.steelcoin.com> ("**Site-ul web**").

Fără vechime

STEELCOINS reprezintă obligații directe, negarantate și nesubordonate ale emitentului față de investitori, de *rang egal* între ele și cu toate celelalte obligații negarantate ale emitentului, atâta timp cât aceste alte obligații ale emitentului nu au în mod expres un rang superior față de creanțele investitorilor în conformitate cu legile și reglementările aplicabile, în special cu legile privind insolvența.

În caz de insolvență a emitentului, investitorii au doar drepturi de creditor. Investitorii nu au dreptul la segregare sau separare, iar creanțele lor față de emitent nu sunt, de asemenea, prioritare și nu sunt garantate.

Transferabilitate

În general, STEELCOINS sunt, sub rezerva legilor și reglementărilor aplicabile, liber transferabile. Pot fi transferate fracțiuni de STEELCOINS, cea mai mică fracțiune fiind de 0,00000000000000000001 STEELCOIN. Cu toate acestea, orice transfer al unui STEELCOIN (sau al unei fracțiuni din acesta) necesită un transfer pe Blockchain ("**Transfer**"). Orice Transfer, inclusiv, în special, exercitarea Opțiunii pentru bunuri din oțel sau a Opțiunii pentru numerar, va genera "Taxe de gaz" plătibile de către investitor în Ether (ETH, moneda nativă a Blockchain). Astfel, dacă investitorul dorește să efectueze un Transfer, trebuie să dispună de suma corespunzătoare de ETH pentru a plăti taxele de gaz generate de transfer. Emitentul nu are nicio influență asupra valorii taxelor de gaz plătibile.

b) Unde vor fi tranzacționate valorile mobiliare?

La data Prospectului, emitentul nu intenționează să înființeze sau să inițieze o piață, unde STEELCOINS să poată fi tranzacționate de către investitori, sau să solicite sau să obțină

	admiterea la tranzacționare a STEELCOINS pe o piață reglementată, un sistem multilateral de tranzacționare, un sistem organizat de tranzacționare sau orice altă piață supusă unei reglementări similare. Cu toate acestea, Emitentul își rezervă dreptul de a face acest lucru în viitor.
c)	Există o garanție atașată la valorile mobiliare?
	Nu există nicio garanție atașată la STEELCOINS.
d)	Care sunt principalele riscuri specifice valorilor mobiliare?
	<p>Prețul de vânzare ar putea să nu reflecte evoluția prețurilor pe piețele de oțel</p> <p>Prețul de vânzare va fi volatil</p> <p>Investitorii interesați ar putea greși cu privire la valoarea actuală a unui STEELCOIN sau la dezvoltarea sa viitoare atunci când determină prețul de subscriere oferit</p> <p>Prețul de subscriere poate fi considerabil mai mare decât prețul de vânzare la momentul subscrierii</p> <p>Este posibil ca Emitentul să nu fie în măsură să calculeze valoarea oțelului finit și, prin urmare, prețul de vânzare</p> <p>Un investitor ar putea pierde accesul la STEELCOINS din cauza pierderii (accesului la) portofelului și/sau a cheii private a investitorului</p> <p>Pierderea cheii private a emitentului ar duce la incapacitatea emitentului și/sau la pierderea controlului asupra funcțiilor contractului inteligent care stă la baza STEELCOINS</p> <p>STEELCOINS ar putea fi pierdute datorită hackerilor</p> <p>STEELCOINS ar putea fi pierdute din cauza "finalității" Blockchain-ului</p> <p>STEELCOINS ar putea fi pierdute din cauza vulnerabilităților software ale aplicației software de bază, ale contractului inteligent de bază și ale infrastructurii blockchain (de exemplu, rețeaua Ethereum)</p>

Secțiunea D - Informații cheie privind oferta publică de valori mobiliare și/sau admiterea la tranzacționare pe o piață reglementată	
a)	În ce condiții și în ce calendar pot investi în acest titlu de valoare?
	<p>STEELCOINS (sau fracțiuni ale acestora; fracțiune minimă: 0,0001 STEELCOIN) pot fi subscribe de către investitorii interesați începând cu data de începere a emisiunii, care se preconizează că va fi între 22 septembrie 2022 și 30 septembrie 2022 (în fiecare caz, inclusiv această zi) și va fi publicată de către Emitent pe Site-ul web, până când valabilitatea acestui Prospect expiră la 21 septembrie 2023, cel târziu. Emitentul își rezervă dreptul de a scurta sau de a încheia perioada de ofertă în orice moment, la discreția sa absolută (în special, în cazul unui plasament complet al STEELCOINS). Procesul de subscriere se realizează în mod electronic exclusiv prin intermediul Site-ului web.</p> <p>Prețul de emisiune al STEELCOINS nu este fixat. Mai degrabă, un investitor interesat trebuie să facă o ofertă ("Oferta investitorului") pentru a subscrie (o fracțiune din) unul sau mai multe STEELCOINS ("STEELCOINS oferite") la o sumă în euro pe STEELCOIN specificată de investitorul interesat ("Prețul de subscriere oferit"), care nu trebuie să depășească 5.400 EUR pe STEELCOIN (prețul maxim de emisiune pe STEELCOIN). Prețul de subscriere oferit înmulțit cu STEELCOIN-urile oferite trebuie să fie de cel puțin 50 EUR (suma minimă de investiție pe ofertă de subscriere), iar cea mai mică fracțiune care poate fi subscrisă este de 0,0001 STEELCOIN.</p> <p>Emitentul, la discreția sa, poate accepta Oferta investitorului în întregime sau parțial (adică numai cu un număr redus de STEELCOINS sau o fracțiune din acesta, dar nu la un preț diferit de Prețul de subscriere oferit) sau o poate respinge imediat.</p> <p>În cazul în care Oferta investitorului este acceptată (integral sau parțial) de către emitent ("Oferta de subscriere"), investitorul interesat subscrie un număr de STEELCOINS (sau o fracțiune din acesta) acceptat de către emitent ("STEELCOINS acceptați") și trebuie să</p>

	<p>plătească imediat suma rezultată din înmulțirea STEELCOINS acceptați cu prețul de subscriere oferit ("Suma de subscriere"), utilizând una dintre metodele de plată oferite. Sub rezerva anumitor excepții, toate plățile efectuate către Emitent trebuie să provină din conturi situate în Uniunea Europeană și/sau în Spațiul Economic European.</p> <p>După plata completă a sumei de subscriere, investitorul interesat este rugat să furnizeze adresa publică din Blockchain la care vor fi transferate STEELCOINS acceptate ("Adresa de livrare") și poate da instrucțiuni emitentului să emită STEELCOINS acceptate. În termen de 24 de ore de la primirea adresei de livrare de către emitent, emitentul emite STEELCOINS acceptați prin baterea acestora pe Blockchain și prin transferul lor ulterior către Adresa de livrare ("Emiterea STEELCOINS acceptați"). Comisionul pentru Emiterea STEELCOINS acceptați (taxa de gaz), plătit în moneda nativă a Blockchain, Ether, este suportat de către emitent.</p> <p>Emiterea STEELCOINS acceptate către investitorul interesat este condiționată de plata prealabilă a sumei de subscriere în întregime. În cazul în care plata integrală a sumei de subscriere nu este efectuată în termenul indicat pentru o astfel de plată pe site-ul web, oferta de subscriere aplicabilă este anulată. În cazul în care o plată a sumei de subscriere este revocată sau anulată din orice motiv, investitorul trebuie să returneze STEELCOINS acceptați către Emitent, iar Emitentul va arde STEELCOINS acceptați respectivi în termen de șapte (7) zile de la primire.</p> <p>Emitentul estimează că costurile totale ale emisiunii se vor ridica la 2.000.000 EUR.</p> <p>Investitorilor li se poate cere să plătească comisioanele obișnuite de tranzacție atunci când plătesc suma de subscriere către emitent.</p> <p>La data prezentului prospect, emitentul nu a încheiat acorduri de distribuție, dar este liber să încheie astfel de acorduri în viitor.</p>
b)	<p>Cine este ofertantul și/sau persoana care solicită admiterea la tranzacționare?</p> <p>Emitentul este ofertantul STEELCOINS. STEELCOINS nu sunt admise la tranzacționare pe o piață reglementată. A se vedea punctul C. b) din prezentul Rezumat.</p>
c)	<p>De ce este elaborat acest prospect?</p> <p>Acest emitent intenționează să ofere STEELCOINS, care sunt valori mobiliare în sensul articolului 2 lit. a) din Regulamentul UE privind prospectul, către public în sensul articolului 2 lit. d) din Regulamentul UE privind prospectul ("Oferta"). Contravaloarea totală a Ofertei va depăși probabil pragurile stipulate la articolul 1 alin. 3 din Regulamentul UE privind prospectul și la secțiunea 12 din Legea austriacă privind piețele de capital din 2019 (<i>Kapitalmarktgesetz 2019</i>). Nu se aplică o excepție în conformitate cu articolul 1 alin. 4 din Regulamentul UE privind prospectul. Astfel, emitentul va face oferta numai după publicarea prealabilă a acestui Prospect.</p> <p>Veniturile nete obținute prin ofertă vor fi utilizate pentru operațiunile comerciale curente ale emitentului, cu scopul de a genera profituri proprii prin tranzacționare de oțel sau alte activități la discreția emitentului. Investitorii nu participă la astfel de profituri, deoarece STEELCOINS sunt obligații directe, negarantate și nesubordonate ale emitentului. Activitățile operaționale ale emitentului pot include comerțul cu produse siderurgice cu terțe părți (alți angroșiști, comercianți, oțelării, mari consumatori de oțel) și/sau achiziționarea de acțiuni de oțel și/sau participării în societăți, prin care emitentul poate deține, de asemenea, lichidități sub formă de conturi bancare și instrumente ale pieței monetare și nu trebuie să utilizeze toate veniturile din emisiune. Cu toate acestea, emitentul poate, de asemenea, să desfășoare activități comerciale suplimentare sau de altă natură și, de asemenea, să renunțe la activitățile actuale și/sau planificate în viitor.</p> <p>Deoarece emitentul nu poate determina prețul la care sunt emise STEELCOINS (a se vedea punctul D.a) din prezentul Rezumat), iar acest preț poate varia semnificativ în timp, nu este posibil ca Emitentul să estimeze în mod fiabil veniturile obținute din emiterea celor până la 18.000 de STEELCOINS, care fac obiectul prezentului prospect. Încasările maxime teoretice posibile din emisiune, adică dacă toate cele 18.000 de STEELCOINS din cadrul acestui Prospect ar fi plasate la prețul maxim de emisiune de 5.400 EUR per STEELCOIN, s-ar ridica la 97,2 milioane EUR brut sau, ținând cont de costurile totale estimate menționate mai sus, la 95,2</p>

milioane EUR net. Investitorii/deținătorii de STEELCOINS nu participă la veniturile obținute din activitățile operaționale ale Emitentului.

Oferta nu face obiectul unui acord de subscriere în baza unui angajament ferm: emitentul va emite STEELCOINS numai de unul singur, direct prin intermediul site-ului web.

Marcel Javor, unul dintre directorii executivi ai emitentului (*Geschäftsführer*), este, de asemenea, director executiv al acționarului unic al emitentului, FRANKSTAHL, și (indirect) unicul proprietar final beneficiar al emitentului și al FRANKSTAHL. Astfel, pot apărea conflicte de interese între emitent, acționarul său FRANKSTAHL și unicul său beneficiar final.

Annex U

Slovak translation / *Slovenský preklad*

I. ZHRNUTIE

Časť A – Úvod, obsahuje varovania

Toto zhrnutie sa musí čítať ako úvod k prospektu (ktorý je uvedený nižšie).

Každé rozhodnutie o investícii do cenných papierov musí investor urobiť po zvážení tohto prospektu ako celku.

Investori do cenných papierov môžu stratiť časť alebo celý svoj investovaný kapitál.

Ak dôjde k súdnemu prerokovaniu nároku týkajúceho sa informácií uvedených v tomto prospekte, môže žalujúci investor podľa vnútroštátneho práva znášať náklady na preklad tohto prospektu pred začatím súdneho konania.

Občianska zodpovednosť sa týka len tých osôb, ktoré predložili toto zhrnutie vrátane jeho prekladu, ale len vtedy, ak je toto zhrnutie zavádzajúce, nepresné alebo nekonzistentné, keď sa číta spoločne s ostatnými časťami tohto prospektu alebo ak pri čítaní s ostatnými časťami tohto prospektu neposkytuje kľúčové informácie, ktoré majú investorom pomôcť pri zvažovaní investícii do cenných papierov.

a) **Názov a medzinárodné identifikačné číslo cenných papierov ("ISIN")**

Tento prospekt ("**prospect**") sa týka vydania cenných papierov STEELCOINS, čo sú cenné papiere s možnosťou prenosu držiteľa vo forme tokenov ERC-20 na blockchaine "Ethereum", ktoré nemajú splatnosť a nenesú so sebou žiadny úrok, ale môžu sa kedykoľvek vrátiť buď na želanie držiteľa ako fyzické vyrovnanie určitej sumy oceľových tovarov (ktorá sa časom znižuje) alebo ako hotovostné vyrovnanie v eurách (cenné papiere ako "**STEELCOINS**" a každý cenný papier ako "**STEELCOIN**"). Číslo ISIN cenných papierov STEELCOINS je: ATSTEELCOIN5.

b) **Identity a kontaktné informácie emitenta vrátane identifikátora jeho právneho subjektu ("LEI")**

FS Steel-Products GmbH ("**emitent**"; LEI: 529900OX94239BUDFN51), je spoločnosť s ručením obmedzeným (*Gesellschaft mit beschränkter Haftung*) zapísaná a platne existuje podľa zákonov Rakúskej republiky so sídlom vo Viedni, Rakúsko na adrese Praterstraße 15/3/17, 1020 Viedeň, Rakúsko (telefón: +43 50 5030; webová stránka: <https://www.steel-coin.com>). Emitent je zapísaný v Obchodnom registri (*Firmenbuch*) obchodného súdu Viedeň (*Handelsgericht Wien*) pod registračným číslom FN 579306 x. Tiež pôsobí pod obchodným názvom STEELCOIN.

c) **Identita a kontaktné údaje ponúkajúceho vrátane jeho identifikátora LEI, ak je ponúkajúci právnickou osobou alebo osobou žiadajúcou o prístup k obchodovaniu na regulovanej trhu.**

Pozri bod A.b) tohto zhrnutia.

d) **Identita a kontaktné údaje kompetentného úradu, ktorý schvaľuje prospekt a, ak sa líši, kompetentného úradu, ktorý schválil registračný dokument alebo univerzálny registračný dokument**

Rakúsky regulátor finančného trhu (*Finanzmarktaufsichtsbehörde*, "**FMA**"), Otto-Wagner-Platz 5, A-1090 Viedeň (telefón: +43 1 249 59-0; webová stránka: www.fma.gv.at) schválil tento prospekt z pozície kompetentného orgánu pre Rakúsko podľa nariadenia (EÚ) 2017/1129 Európskeho parlamentu a Rady z 14. júna 2017 v platnom znení, ("**nariadenie EÚ o prospektoch**") a v súlade s rakúskym zákonom o kapitálových trhoch z roku 2019 (*Kapitalmarktgesetz 2019*).

e) **Dátum schválenia prospektu**

Tento prospekt bol schválený dňa 21. septembra 2022.

Časť B – Kľúčové informácie o emitentovi

a)	Kto je emitentom cenných papierov?
	Sídlo a právna forma, LEI, zákon, ktorým sa emitent riadi a jeho krajina zápisu Pozri bod A.b) tohto zhrnutia.
	Hlavné činnosti Predmety obchodnej činnosti emitenta (<i>Unternehmensgegenstand</i>) emitenta podľa informácií v treťom bode (<i>Drittens</i>) jeho stanov (<i>Errichtungserklärung</i>) sú (preklad z nemeckého originálu): <ul style="list-style-type: none">• obchodovanie s kovovým tovarom a stavebnými materiálmi,• všetky transakcie a opatrenia, ktoré sú potrebné a užitočné na dosiahnutie cieľa spoločnosti a vývoj a ekonomickú efektívnosť spoločnosti. Obchod s oceľou a vydávanie, ako aj plnenie povinností emitenta, ktorú sú spojené s cennými papiermi STEELCOINS, je primárnym obchodným cieľom emitenta. Strategický cieľ emitenta je vytvoriť nový aspekt bežného obchodovania s oceľou prostredníctvom vydania cenných papierov STEELCOINS, čo je v záujme z dôvodu špekulácií aj na dosiahnutie zaisťovacích efektov spotrebiteľov ocele. Ako obchodník s oceľou môžu prevádzkové činnosti emitenta zahŕňať obchodovanie s oceľovými výrobkami s tretími stranami (inými veľkoobchodníkmi, obchodníkmi, oceliarňami, veľkými spotrebiteľmi ocele). Emitent má platnú obchodnú licenciu (obchodný informačný systém Rakúska [<i>Gewerbeinformationssystem Austria – GISA</i>] číslo 34882627). Emitent sa môže (ale nie je povinný) zabezpečiť proti zvýšeniam cien a rizikám v budúcnosti a uskutočniť príslušné transakcie. Emitent môže v budúcnosti vybudovať alebo získať svoj vlastný sklad a môže tiež získať a zbaviť sa spoločností alebo podielov v spoločnostiach. Obchodné aktivity emitenta nie sú obmedzené na európsky trh, ale môžu zahŕňať obchodovanie a obchodných partnerov na celom svete. Vývoje na trhu a trhové ceny majú výrazný vplyv na to, ako emitent vykonáva svoje obchodné činnosti. Obchodné rozhodnutia investora ovplyvňuje okrem toho vývoj cenného papiera STEELCOIN a počet vydaných cenných papierov STEELCOINS, ako aj správanie investorov a čas vrátenie cenných papierov STEELCOINS. Ako operatívny subjekt nie je emitent verný konkrétnej stratégii. Emitent nemá najmä žiadnu povinnosť udržiavať vlastné zásoby ocele (alebo iných) výrobkov ani použiť konkrétne investičnú alebo zaisťovaciu stratégiu, ale môže slobodne podľa vlastného uváženia a na svoj vlastný účet využívať zisk z emisie. V budúcnosti môže emitent zmeniť svoje obchodné aktivity a môže sa podľa svojho vlastného uváženia a podľa uváženia svojho (jediného) akcionára venovať ďalším alebo iným aktivitám a/alebo prestať s aktuálnymi a/alebo plánovanými obchodnými aktivitami.
	(Priamy a nepriamy) akcionári Jediným akcionárom emitenta je spoločnosť FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. (" FRANKSTAHL "), čo je spoločnosť s ručením obmedzeným (<i>Gesellschaft mit beschränkter Haftung</i>) zapísaná a platne existujúca podľa zákonov Rakúskej republiky so sídlom vo Viedni, Rakúsko na adrese Esteplatz 6, 1030 Viedeň, Rakúsko, registrovaná v Obchodnom registri (<i>Firmenbuch</i>) obchodného súdu Viedeň (<i>Handelsgericht Wien</i>) pod registračným číslom FN 142511 a. Jediným akcionárom spoločnosti FRANKSTAHL je spoločnosť Javor Unternehmensbeteiligungsges.m.b.H., čo je spoločnosť s ručením obmedzeným (<i>Gesellschaft mit beschränkter Haftung</i>) zapísaná a platne existujúca podľa zákonov Rakúskej republiky so sídlom vo Viedni, Rakúsko na adrese Esteplatz 6, 1030 Viedeň, Rakúsko, registrovaná v Obchodnom registri (<i>Firmenbuch</i>) obchodného súdu Viedeň (<i>Handelsgericht Wien</i>) pod registračným číslom FN 200305 t. Celú spoločnosť Javor Unternehmensbeteiligungsges.m.b.H. vlastní pán Marcel Javor, narodený 17. októbra 1974, ktorý je tak konečným užívateľom výhod emitenta.

Vedenie

Vo vedení emitenta (*Geschäftsführung*) sú v súčasnosti títo konatelia (*Geschäftsführer*):

- Marcel Javor, narodený 17. októbra 1974 a
- Ronald Nagy, narodený 7. decembra 1973.

Identita štatutárnych audítorov

Emitent vymenoval spoločnosť BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft so sídlom vo Viedni, Rakúsko na adrese Am Belvedere 4, 1100 Viedeň, Rakúsko, registrovanú v Obchodnom registri obchodného súdu Viedeň pod registračným číslom FN 96046 w ("**BDO**") za audítora otváracej súvahy (*Eröffnungsbilanz*) emitenta od 30. marca 2022 ("**otváracia súvaha**") a (ii) nekonsolidovaných dočasných finančných výkazov ("**finančné výkazy**") odo dňa a na obdobie začínajúce 1. apríla 2022 a končiace 15. augusta 2022, pričom obidva tieto dokumenty sú pripravené v súlade so všeobecne prijatými zásadami účtovníctva v Rakúsku ("**GAAP**"). Spoločnosť BDO vydala nekvalifikovaný auditorský výrok s dátumom 26. augusta 2022 týkajúci sa otváracej súvahy a nekvalifikovaný auditorský výrok s dátumom 26. augusta 2022 týkajúci sa finančných výkazov.

Spoločnosť BDO je členom Inštitútu verejných audítorov v Rakúsku (*Institut der Wirtschaftsprüfer*) a Rakúskej komory dnových poradcov a audítorov (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Čo sú kľúčové finančné informácie týkajúce sa emitenta?

Informácie v tabuľke nižšie sú len úryvok a jediným zhrnutím otváracej súvahy a finančných výkazov pre uvedené dátumy/obdobia. Informácie v tabuľke nižšie sa musia čítať spoločne s informáciami uvedenými v celom prospekte, ide najmä o informácie v otváracej súvahe a finančných výkazoch uvedené v časti VII (*Annexes*) tohto prospektu.

Výkaz ziskov a strát (auditovaný)	1. apríl 2022 – 15. august 2022	
	(v €)	
Ostatné prevádzkové náklady		- 11.617,16
Prevádzkový výsledok		- 11.617,16
Výsledky pred zdanením		- 11.617,16
Výsledky po zdanení		- 11.617,16
Čistá strata za rok		- 11.617,16
Akumulovaná strata		- 11.617,16

Súvaha (auditovaná)	15. august 2022	31. marec 2022
	(v €)	
Aktíva		
Krátkodobý majetok	1.790.182,84	100.000,00
Pohľadávky a ostatné aktíva	1.359,50	0
Zostatky v úverových inštitúciách	1.788.823,34	100.000,00
Celková súvaha	1.790.182,84	100.000,00
Vlastný kapitál a záväzky	1.788.382,84	100.000,00
Vlastný kapitál	100.000,00	100.000,00
Akciový kapitál Kapitálové rezervy	1.700.000,00	0
Akumulované straty	-11.617,16	0
Rezervy	1.800,00	0
Ostatné rezervy	1.800,00	0
Celková súvaha	1.790.182,84	100.000,00

c)	Aké sú kľúčové riziká špecifické pre emitenta?
	<p>Emitent veľmi závisí od spoločnosti FRANKSTAHL</p> <p>Emitent nemá vlastný personál a nemusí byť schopný zhromaždiť vlastných zamestnancov, najmä kľúčový personál, a odborné vedomosti potrebné pre svoju prevádzku</p> <p>Emitent nemusí byť schopný vôbec získať ocelové výrobky potrebné na plnenie svojich povinností týkajúce sa cenných papierov STEELCOINS a/alebo jeho fyzického zaistenia (riziko dostupnosti) a/alebo za komerčne primeraných podmienok (riziko cenovej volatility)</p> <p>Emitent nemusí byť schopný dodať oceľ na základe výberu ocele z dôvodu nedostupnosti ocelového tovaru alebo neschopnosti emitenta dodať oceľov včas alebo vôbec</p> <p>Schopnosť emitenta vyplatiť hotovostné vyrovnanie na základe hotovostnej možnosti podľa možnosti nie je istá</p>

Časť C – Kľúčové informácie o cenných papieroch

a)	Aké sú hlavné charakteristiky cenných papierov?
	<p>Typ, trieda a ISIN cenných papierov STEELCOINS</p> <p>Cenné papiere STEELCOINS sú cenné papiere s možnosťou prenosu držiteľa s ISIN číslom ATSTEELCOIN5, ktoré sa vydávajú vo forme tokenov ERC-20 na blockchaine "Ethereum" ("blockchain"). Neexistujú rôzne triedy cenných papierov STEELCOINS.</p> <p>Mena, nominálna hodnota, počet vydaných cenných papierov a lehota platnosti cenných papierov</p> <p>Cenné papiere STEELCOINS nemajú konkrétnu menu. Emisia cenných papierov STEELCOINS sa ale uskutočňuje za platbu v eurách.</p> <p>Minimálna nominálna hodnota (= najmenšia prevoditeľná jednotka) cenného papiera STEELCOIN je 0,000000000000000001 STEELCOIN. Ale najmenšia jednotka cenného papiera STEELCOIN, ktorú je možné upísať od emitenta je 0,0001 STEELCOIN. Na vrátenie cenného papiera STEELCOIN emitentovi je potrebný minimálne 0,01 cenného papiera STEELCOIN pre hotovostnú možnosť (podľa definície v časti "<i>Práva súvisiace s cennými papiermi STEELCOINS</i>") alebo jeden (1) cenný papier STEELCOIN pre možnosť s oceľou (podľa definície v časti "<i>Práva súvisiace s cennými papiermi STEELCOINS</i>").</p> <p>Cenné papiere STEELCOINS nemajú nominálnu hodnotu.</p> <p>Podľa tohto prospektu sa vydá do 18.000 cenných papierov STEELCOIN. V budúcnosti sa môžu vydať ďalšie cenné papiere STEELCOIN.</p> <p>Cenné papiere STEELCOIN nemajú konkrétnu lehotu platnosti/splatnosť. Od 2. januára 2023 sa ale množstvo ocele (definované v časti "<i>Práva súvisiace s cennými papiermi STEELCOINS</i>" nižšie) zníži o 3 %každý rok (výpočet sa na dennej báze porovnáva s predchádzajúcim dňom, t. j. zostupné zníženie). 31. decembra 2022 bude napríklad množstvo ocele približne 395,69 kg (v porovnaní s 1.814,39 kg do 1. januára 2023 vrátane). Podľa možnosti s oceľou bude mať toto vplyv na zníženie hmotnosti ocele, ktorú je možné získať na cenný papier STEELCOIN (alebo zvýšenie počtu cenných papierov STEELCOINS potrebných na získanie určitého množstva ocele). Podľa hotovostnej možnosti toto predstavuje faktor, ktorý znižuje výšku vyplatenej sumy.</p> <p>Práva spojené s cennými papiermi STEELCOINS</p> <p>Cenné papiere STEELCOINS je možné vrátiť kedykoľvek podľa výberu držiteľa emitentovi buď na určitú sumu konkrétnej fyzickej ocele v kg ("ocel") alebo za hotovosť v eurách ("hotovosť").</p> <p>Možnosť s oceľou aj hotovostná možnosť sú spojené s určitou hmotnosťou ocele, ktorá sa časom zníži nasledovne (každé množstvo ako "množstvo ocele"): Do 1. januára 2023 (vrátane) je množstvo ocele 1.814,39 kg na cenný papier STEELCOIN: od 2. januára 2023 sa bude množstvo</p>

	<p>ocele postupne znižovať o 3 % za rok, pričom zníženie hmotnosť sa uplatní na dennej báze s následným začiatkom 2. januára 2023, odkedy sa množstvo ocele zníži každý deň vynásobením množstva ocele z predchádzajúceho dňa číslom 0,97^(1/365) (prípadne počas priestupného roku sa množstvo ocele zníži vynásobením množstva ocele z predchádzajúceho dňa číslom 0,97^(1/366)).</p> <p>Na základe možnosti s oceľou je možné z tovarov z ocele vybrať konkrétny počet takýchto tovarov z ocele. Následne sa tento počet cenných papierov STEELCOINS musí vrátiť emitentovi, ktorého súhrnné množstvo ocele z dňa uskutočnenia tejto možnosti zodpovedá súhrnnej skutočnej hmotnosti vybraných tovarov z ocele. Vybrané tovary z ocele sa potom musia vyzdvihnúť na vybraných miestach. Podľa možnosti s oceľou je potrebné vrátiť aspoň jeden (1) cenný papier STEELCOIN.</p> <p>Hotovostné vyrovnanie (v eurách) splatné v rámci hotovostnej možnosti ("predajná cena") sa vypočíta vynásobením príslušného množstva ocele v deň uskutočnenia hotovostnej možnosti "hodnotou hotovej ocele". Hodnota hotovej ocele je faktor, ktorý zohľadňuje <i>inter alia</i> konkrétne priemerné ceny, za ktoré spoločnosť FRANKSTAHL a/alebo emitent a/alebo iní miestni alebo medzinárodní obchodníci s oceľou vytvorili nákupné objednávky na vlastnenie akcií v určitých skupinách výrobkov z hotovej ocele počas obdobia 64 kalendárnych dní pred začatím hotovostnej možnosti a vypočíta sa na základe zložitého vzorca. Predajná cena má nominálnu hodnotu v eurách. Investori môžu navrhnúť vyššiu predajnú cenu, za ktorú sú ochotní vrátiť cenné papiera STEELCOINS TAK, že navrhnúť takúto cenu prostredníctvom webovej stránky. Emitent ale nie je povinný takúto vyššiu predajnú cenu akceptovať. Podľa hotovostnej možnosti je potrebné vrátiť aspoň 0,01 cenného papiera STEELCOIN.</p> <p>Práva spojené s cennými papiermi STEELCOINS sa môžu uplatniť len prostredníctvom webovej stránky emitenta https://www.steelcoin.com ("webová stránka").</p> <p>Neexistencia nadradenosti</p> <p>Cenné papiere STEELCOINS sú priame, nezaistené, nepodriadené dlhopisy emitenta voči investorom, ktorí sa medzi sebou považujú za <i>pari passu</i> a so všetkými ostatnými nezaistenými dlhopismi emitenta, pokiaľ ostatné dlhopisy emitenta výslovne nie sú nadradené nárokom investorov podľa platných zákonov a nariadení, najmä podľa zákonov o platobnej neschopnosti.</p> <p>V prípade platobnej neschopnosti emitenta majú investori nárok len na práva veriteľov. Investori nemajú nárok na oddelenie alebo odlúčenie a ich nároky voči emitentovi nemajú prednosť a nie sú zaistené.</p> <p>Prenosnosť</p> <p>Cenné papiere STEELCOINS sú podľa platných zákonov a nariadení vo všeobecnosti voľne prenosné. Zlomky cenných papierov STEELCOINS je možné preniesť, pričom najmenším zlomkom je 0,000000000000000001 STEELCOIN. Každý prenos cenného papiera STEELCOIN (alebo jeho zlomku) vyžaduje prenesenie na blockchaine ("prenos"). Každý prenos, najmä využitie možnosti s oceľou alebo hotovostnej možnosti, vygeneruje "poplatky za emisie" splatné investorom v cene Ether (ETH, domáca mena blockchainu). Ak investor chce vykonať prenos, musí mať príslušné množstvo ETH na zaplatenie poplatkov za emisie vzniknutých pri prenose. Emitent nemá žiadny vplyv na sumu poplatkov za emisie.</p>
b)	<p>Kde sa budú cenné papiere obchodovať?</p> <p>Od dátumu prospektu nemá emitent v úmysle vytvoriť ani spustiť trhovisko, na ktorom môžu investori obchodovať s cennými papiermi STEELCOINS, ani požiadať o získanie povolenia na obchodovanie s STEELCOINS na regulovanom trhu, vo viacstrannom obchodnom systéme, organizovanom obchodnom systéme ani na žiadnom inom trhu, ktorý podlieha podobnej regulácii. Emitenti si ale vyhradzuje právo urobiť tak v budúcnosti.</p>
c)	<p>Je s cennými papiermi spojená nejaká záruka?</p> <p>S cennými papiermi STEELCOINS nie je spojená žiadna záruka.</p>

d)	Aké sú kľúčové riziká špecifické pre cenné papiere?
	<p>Predajná cena nemusí reflektovať vývoj cien na trhoch s oceľou</p> <p>Predajná cena môžu byť nestála</p> <p>Investori, ktorí prejavia záujem, môžu pochybiť v súvislosti s aktuálnou hodnotou cenného papiera STEELCOIN alebo jeho budúcim vývojom pri určovaní ponúkanej ceny za upísanie</p> <p>Cena za upisovanie môže byť výrazne vyššia ako predajná cena v čase upísania. Emitent nemusí byť schopný vypočítať konečnú cenu ocele, a tak ani predajnú cenu</p> <p>Investor môže stratiť prístup k svojim cenným papierom STEELCOINS z dôvodu straty (prístupu) k peňaženke a/alebo súkromnému kľúču investora</p> <p>Strata súkromného kľúča emitenta by viedla k ochromeniu emitenta a/alebo strate kontroly nad funkciami inteligentnej zmluvy, na ktorej sú cenné papiere STEELCOINS založené</p> <p>Cenné papiere STEELCOINS môžu získať hakeri</p> <p>Cenné papiere STEELCOINS sa môžu stratiť z dôvodu "konečnosti" blockchainu</p> <p>Cenné papiere STEELCOINS sa môžu stratiť pre zraniteľnosť softvéru základných softvérových aplikácií, základnej inteligentnej zmluvy a infraštruktúry blockchainu (t. j. siete Ethereum)</p>

Časť D – Kľúčové informácie o ponuke cenných papierov pre verejnosť a/alebo povolenie na obchodovanie na regulovanom trhu

a)	Na základe akých podmienok a harmonogramu môžem investovať do tohto cenného papiera?
	<p>Cenné papiere STEELCOINS (alebo ich zlomky, minimálny zlomok: 0,0001 STEELCOIN) si môžu investori, ktorí prejavia záujem, upísať od dátumu spustenia emisie, ktorý sa očakáva medzi 22. septembrom 2022 a 30. septembrom 2022 (v každom prípade vrátane tohto dňa), ktorý zverejní emitent na webovej stránke, až kým nevyprší platnosť tohto prospektu najneskôr dňa 21. septembra 2023. Emitent si vyhradzuje právo kedykoľvek skrátiť alebo ukončiť obdobie ponuky podľa svojho uváženia (najmä v prípade úplného umiestnenia cenných papierov STEELCOINS. Proces upisovania sa vykonáva len elektronicky cez webovú stránku.</p> <p>Cena emisie cenných papierov STEELCOINS nie je pevná. Investor, ktorý prejaví záujem musí predložiť ponuku ("ponuka investora") na upísanie (zlomku) jedného alebo viacerých cenných papierov STEELCOINS ("ponúkané cenné papiere STEELCOINS") za sumu v eurách za jeden cenný papier STEELCOIN, ktorú určí investor javiaci záujem ("ponúkaná upisovacia cena"), ktorá nesmie presiahnuť 5.400 eur za cenný papier STEELCOIN (maximálna cena za emisie na cenný papier STEELCOIN). Ponúkaná upisovacia cena vynásobená ponúkanými cennými papiermi STEELCOINS musí byť minimálne 50 eur (minimálna investovaná suma na upisováciu ponuku) a najmenší zlomok, ktorý je možný upísať je 0,0001 STEELCOIN.</p> <p>Emitent podľa svojho vlastného uváženia môže akceptovať ponuku investora ako celok alebo jej časť (t. j. len so zníženým počtom cenných papierov STEELCOINS alebo ich zlomkom, ale nie za cenu inú, ako je ponúkaná upisovacia cena) alebo ponuku okamžite odmietnuť.</p> <p>Ak emitent ponuku investora (ako celok alebo jej časť) prijme ("upisovacia ponuka"), investor majúci záujem upíše takýto počet cenných papierov STEELCOINS (alebo ich zlomok) ako akceptované investorom ("akceptované cenné papiere STEELCOINS") a musí okamžite zaplatiť sumu vyplývajúcu z vynásobenia počtu akceptovaných cenných papierov STEELCOINS ponúkanou upisovacou cenou ("upisovacia suma") prostredníctvom jedného z ponúkaných spôsobov platby. Až na niektoré výnimky musia všetky platby odoslané emitentovi pochádzať z účtov v Európskej únii a/alebo Európskom hospodárskom priestore.</p> <p>Po dokončení platby upisovacej sumy je investor javiaci záujem požiadaný, aby uviedol verejnú adresu na blockchaine, na ktorú sa akceptované cenné papiere STEELCOINS prevedú ("dodacia adresa") a môže nariadiť emitentovi, aby akceptované cenné papiere vydal. Do 24 hodín po prijatí dodacej adresy emitentom, vydá tento prijaté cenné papiere STEELCOINS tak, že ich</p>

	<p>poskytne na blockchaine a následne prenesie na dodaciu adresu ("emisie akceptovaných cenných papierov STEELCOINS"). Poplatok za emisiu akceptovaných cenných papierov STEELCOINS (poplatok za emisie) splatnú v domácej mene blockchainu Ether (ETH) znáša emitent.</p> <p>Emisia akceptovaných cenných papierov STEELCOINS pre investora javiaceho záujem je podmienená uhradením plnej upisovacej sumy. Ak sa platba plnej upisovacej sumy neuskutoční do času určeného na túto platbu na webovej stránke, platná upisovacia ponuka sa zruší. Ak dôjde z akéhokoľvek dôvodu k odmietnutiu alebo zrušeniu platby za upisovaciú sumu, musí investor vrátiť akceptované cenné papiere STEELCOINS emitentovi a emitent do siedmich (7) dní po prijatí vyradí príslušné akceptované cenné papiere STEELCOINS z obehu.</p> <p>Emitent odhaduje celková náklady na emisie vo výške 2.000.000 eur.</p> <p>Investori môžu byť požiadaní, aby pri platbe za upisovaciú sumu zaplatili emitentovi transakčné poplatky.</p> <p>Od dátumu tohto prospektu neuzavrel emitent distribučné dohody, ale môže takéto dohody uzavrieť v budúcnosti.</p>
b)	<p>Kto je ponúkajúci a/alebo osoba žiadajúca o povolenie na obchodovanie?</p> <p>Ponúkajúcim cenných papierov STEELCOINS je emitent. Cenné papiere STEELCOINS nemajú povolenie na obchodovanie na regulovanom trhu. Pozri bod C.b) tohto zhrnutia.</p>
c)	<p>Prečo vznikol tento prospekt?</p> <p>Emitent má v úmysle ponúknuť cenné papiere STEELCOINS, čo sú cenné papiere v zmysle článku 2 písm. a) nariadenia EÚ o prospektoch, verejnosti v súlade s článkom 2 písm. d) nariadenia EÚ o prospektoch ("ponuka"). Celkové kritérium ponuka pravdepodobne presiahne hranice uvedené v článku 1 ods. 3 nariadenia EÚ o prospektoch a časti 12 rakúskeho zákona o kapitálových trhoch z roku 2019 (<i>Kapitalmarktgesetz 2019</i>). Výnimka podľa článku 1 ods. 4 nariadenia EÚ o prospektoch neplatí. Emitent tak poskytne ponuku len po predchádzajúcom zverejnení tohto prospektu.</p> <p>Čistý zisk získaný z ponuky sa použije na prebiehajúce obchodné operácie emitenta s cieľom vygenerovať svoj vlastný zisk z obchodu s oceľou alebo iných činností podľa uváženia emitenta. Investori sa nezúčastnia na takomto zisku, pretože cenné papiere STEELCOINS sú priame nezaistené nepodriadené dlhopisy emitenta. Prevádzkové činnosti emitenta môžu zahŕňať obchodovanie s výrobkami z ocele s tretími stranami (inými veľkoobchodníkmi, obchodníkmi, oceľiarňami, veľkými spotrebiteľmi ocele) a/alebo získavanie zásob ocele a/alebo podiel v spoločnostiach, pričom emitent môže tiež udržiavať likviditu vo forme bankových účtov a peňažných trhových nástrojov a nemusí použiť celý zisk z emisie. Emitent môže tiež vykonávať iné obchodné činnosti a tiež sa v budúcnosti vzdať aktuálnych a/alebo plánovaných činností.</p> <p>Keďže emitent nedokáže určiť cenu, za ktorú sa cenné papiere STEELCOINS vydajú (pozri bod D.a tohto zhrnutia) a táto cena sa môže časom výrazne meniť, nedokáže emitent spoľahlivo odhadnúť zisk z emisie až 18.000 cenných papierov STEELCOINS, ktoré sú predmetom tohto prospektu. Teoretický maximálny zisk z emisie, t. j. ak sa všetkých 18.000 cenných papierov STEELCOINS podľa tohto prospektu vydá za maximálnu emisnú cenu 5.400 eur za cenný papier STEELCOIN, dosiahla by suma 97,2 miliónov eur v hrubom, alebo, po zohľadnení odhadovaných celkových nákladov uvedených vyššie, 95,2 miliónov eur v čistom. Investori/držitelia cenných papierov STEELCOINS nebudú mať podiel na zisku z prevádzkových činností emitenta.</p> <p>Táto ponuka nie je predmetom žiadnej upisovacej zmluvy na základe pevného záväzku: Emitent vydá cenné papiere STEELCOINS len sám priamo cez webovú stránku.</p> <p>Marcel Javor, jeden z konateľov emitenta (<i>Geschäftsführer</i>), je tiež konateľom jediného akcionára emitenta, spoločnosti FRANKSTAHL a (nepriamy) jediným konečným užívateľom výhod emitenta a spoločnosti FRANKSTAHL. Medzi emitentom, jeho akcionárom, spoločnosťou FRANKSTAHL a jeho konečným užívateľom výhod, tak môžu vzniknúť konflikty záujmov.</p>

Annex V

Slovenian translation / *Slovenski prevod*

I. POVZETEK

Razdelek A – uvod z opozorili	
<p><i>Ta povzetek je treba brati kot uvod v prospekt (kot je opredeljen v nadaljevanju). Vlagatelj naj vsako odločitev o naložbi v vrednostne papirje sprejme na podlagi preučitve celotnega prospekta. Vlagatelji v vrednostne papirje lahko izgubijo vloženi kapital v celoti ali delno. Če je na sodišču vložen zahtevek v zvezi z informacijami iz tega prospekta, bo vlagatelj tožnik v skladu z nacionalno zakonodajo verjetno moral nositi stroške prevoda tega prospekta pred začetkom sodnega postopka. Civilnopravno odgovornost nosijo le osebe, ki so predložile ta povzetek, vključno z njegovim prevodom, vendar le, če je ta povzetek zavajajoč, netočen ali neskladen, če se bere skupaj z drugimi deli tega prospekta ali če skupaj z drugimi deli tega prospekta ne zagotavlja ključnih informacij, ki bi bile vlagateljem v pomoč pri odločanju, ali naj vložijo v vrednostne papirje</i></p>	
a)	<p>Ime in mednarodna identifikacijska številka vrednostnih papirjev ("ISIN") vrednostnih papirjev</p> <p>Ta prospekt ("prospekt") se nanaša na izdajo STEELCOINOV, ki so prenosljivi vrednostni papirji na prinosnika v obliki žetonov ERC-20 v verigi podatkovnih blokov "Ethereum", ki nimajo zapadlosti in se ne obrestujejo, vendar jih je mogoče po izbiri imetnika kadar koli vrniti proti fizični poravnavi z določeno količino jeklenega blaga (ki se sčasoma zmanjšuje) ali proti denarni poravnavi v evrih ("STEELCOINI" in vsak "STEELCOIN"). ISIN za STEELCOINE je ATSTEELCOIN5.</p>
b)	<p>Identiteta in kontaktni podatki izdajatelja, vključno z njegovim identifikatorjem pravne osebe (LEI)</p> <p>FS Steel-Products GmbH ("izdajatelj"; LEI: 529900OX94239BUDFN51) je družba z omejeno odgovornostjo (Gesellschaft mit beschränkter Haftung), ki je bila ustanovljena in veljavno obstaja po pravu Republike Avstrije, s sedežem na Dunaju, Avstrija, in s sedežem na Praterstraße 15/3/17, 1020 Dunaj, Avstrija (telefon: +43 50 50 5030; spletna stran: https://www.steel-coin.com). Izdajatelj je vpisan v poslovni register (<i>Firmenbuch</i>) Gospodarskega sodišča na Dunaju (<i>Handelsgericht Wien</i>) pod registrsko številko FN 579306 x. Deluje tudi pod poslovnim imenom STEELCOIN.</p>
c)	<p>Identiteta in kontaktni podatki ponudnika, vključno z njegovim LEI, če je ponudnik pravna oseba, ali osebe, ki prosi za uvrstitev v trgovanje na reguliranem trgu.</p> <p>Glejte točko A b) tega povzetka.</p>
d)	<p>Identiteta in kontaktni podatki pristojnega organa, ki je potrdil prospekt, in, če je drugačen, pristojnega organa, ki je potrdil registracijski dokument ali univerzalni registracijski dokument.</p> <p>Avstrijski organ za finančni trg (<i>Finanzmarktaufsichtsbehörde, "FMA"</i>), Otto-Wagner-Platz 5, A – 1090 Dunaj (telefon: +43 1 249 59-0; spletna stran: www.fma.gv.at) je potrdil ta prospekt kot pristojni organ za Avstrijo v skladu z Uredbo (EU) 2017/1129 Evropskega parlamenta in Sveta z dne 14. junija 2017, kakor je bila spremenjena ("uredba EU o prospektu"), in v skladu z avstrijskim Zakonom o kapitalskih trgih 2019 (<i>Kapitalmarktgesetz 2019</i>).</p>
e)	<p>Datum potrditve prospekta</p> <p>Ta prospekt je bil potrjen 21. septembra 2022.</p>
Razdelek B – Ključni podatki o izdajatelju	
a)	<p>Kdo je izdajatelj vrednostnih papirjev?</p> <p>Stalno prebivališče in pravna oblika, LEI, pravo, v skladu s katerim izdajatelj posluje, in država njegove registracije</p>

Glejte točko A b) tega povzetka.

Glavne dejavnosti

Poslovne dejavnosti izdajatelja (*Unternehmensgegenstand*), kot je navedeno pod tretjim (*Drittens*) členom njegovega statuta (*Errichtungserklärung*), vključujejo (prevedeno iz nemškega izvirnika):

- trgovanje s kovinskimi izdelki in z gradbenim materialom;
- vse posle in ukrepe, ki so nujni in koristni za doseganje predmeta družbe ter za razvoj in gospodarsko učinkovitost družbe.

Trgovanje z jeklom in izdajanje ter izpolnjevanje izdajateljevih obveznosti, povezanih s STEELCOINI, sta glavna poslovna namena izdajatelja. Strateški cilj izdajatelja je vzpostaviti nov vidik klasičnega trgovanja z jeklom z izdajo STEELCOINOV, ki je zanimiv tako za špekulacije kot tudi za doseganje učinkov varovanja potrošnikov jekla. Kot trgovec z jeklom lahko izdajateljeve operativne dejavnosti vključujejo trgovanje z jeklenimi izdelki s tretjimi osebami (drugimi trgovci na debelo, trgovci, jeklarnami, velikimi porabniki jekla). Izdajatelj ima ustrezno dovoljenje za trgovanje (trgovinski informacijski sistem Avstrije [*Gewerbeinformationssystem Austria - GISA*] številka 34882627). Izdajatelj bi se lahko (vendar ni dolžan) tudi zavaroval pred povišanjem cen in tveganjem v prihodnosti ter sklenil ustrezne posle. Izdajatelj lahko v prihodnosti zgradi ali pridobi lastna skladišča ter pridobi in odtuji družbe ali deleže v družbah. Izdajateljeve poslovne dejavnosti niso omejene na evropski trg, temveč lahko vključujejo trgovske in poslovne partnerje po vsem svetu. Razvoj trga in tržnih cen bo pomembno vplival na to, kako bo izdajatelj izvajal poslovanje. Poleg tega bodo na poslovne odločitve izdajatelja vplivali tudi razvoj valute STEELCOIN in število izdanih STEELCOINOV ter vedenje vlagateljev ob vračilu STEELCOINOV. Izdajatelj kot operativni subjekt ni zavezan k posebni strategiji. Izdajatelj zlasti ni zavezan, da bi vzdrževal lastne zaloge jeklenih (ali drugih) izdelkov ali uporabljal posebno naložbeno strategijo ali strategijo varovanja pred tveganjem, temveč lahko po lastni presoji za svoj račun uporabi sredstva iz izdaje. Izdajatelj lahko v prihodnosti spremeni svoje poslovne dejavnosti in lahko – po lastni presoji in presoji svojega (edinega) delničarja – izvaja dodatne ali druge dejavnosti in/ali opusti sedanje in/ali načrtovane poslovne dejavnosti.

(Neposredni in posredni) delničarji

Edini delničar izdajatelja je FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), družba z omejeno odgovornostjo (*Gesellschaft mit beschränkter Haftung*), ustanovljena in veljavno obstoječa po pravu Republike Avstrije, s sedežem na Dunaju, Avstrija, in s sedežem na Esteplatz 6, 1030 Dunaj, Avstrija, vpisana v sodni register (*Firmenbuch*) Gospodarskega sodišča na Dunaju (*Handelsgericht Wien*) pod številko FN- 142511 a.

Edini delničar družbe FRANKSTAHL je Javor Unternehmensbeteiligungsges.m.b.H., družba z omejeno odgovornostjo (*Gesellschaft mit beschränkter Haftung*), ustanovljena in veljavno obstoječa po pravu Republike Avstrije, s sedežem na Dunaju, Avstrija, in s sedežem na Esteplatz 6, 1030 Dunaj, Avstrija, vpisana v sodni register (*Firmenbuch*) Gospodarskega sodišča na Dunaju (*Handelsgericht Wien*) pod številko FN- 200305.

Družba Javor Unternehmensbeteiligungsges.m.b.H. je v celoti v lasti gospoda Marcela Javorja, rojenega 17. oktobra 1974, ki je tako končni dejanski lastnik izdajatelja.

Vodstvo

Upravo izdajatelja (*Geschäftsführung*) trenutno sestavljata naslednja poslovodji (*Geschäftsführer*):

- Marcel Javor, rojen 17. oktobra 1974 in
- Ronald Nagy, rojen 7. decembra 1973.

Revizor

Izdajatelj je imenoval družbo BDO-Austria-GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft s sedežem na Dunaju, Avstrija, in sedežem na naslovu Am Belvedere 4, 1100 Dunaj, Avstrija, ki je vpisana v sodni register Gospodarskega sodišča na Dunaju pod številko FN 96046 w ("**BDO**"), kot revizor izdajateljeve (i) otvoritvene bilance stanja

(Eröffnungsbilanz) v nemškem jeziku na dan 31. marca 2022 ("**Otvoritvena bilanca stanja**") in (ii) nekonsolidiranih predhodnih računovodskih izkazov v nemškem jeziku ("**Računovodski izkazi**") na dan in za obdobje od 1. aprila 2022 do 15. avgusta 2022, ki sta pripravljena v skladu s splošno sprejetimi računovodskimi načeli v Avstriji ("**GAAP**"). Družba BDO je v nemškem jeziku izdala revizijsko mnenje brez pridržkov z dne 26. avgusta 2022 o otvoritveni bilanci stanja in revizijsko mnenje brez pridržkov z dne 26. avgusta 2022 o računovodskih izkazih.

Družba BDO je članica Inštituta javnih revizorjev v Avstriji (*Institut der Wirtschaftsprüfer*) in Avstrijske zbornice davčnih svetovalcev in revizorjev (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Katere so ključne finančne informacije v zvezi z izdajateljem?

povzete iz otvoritvene bilance stanja in računovodskih izkazov za navedene datume/obdobja ter so le njihov povzetek. Informacije v tabelah je treba brati skupaj z informacijami v celotnem prospektu, zlasti z informacijami v otvoritveni bilanci stanja in računovodskih izkazih, ki so vključeni v del VII (*Annexes*) tega prospekta.

Izkaz poslovnega izida (revidiran)	<u>1. april 2022 – 15. Avgust 2022</u> (euro)
Drugi poslovni stroški	- 11.617,16
Rezultat poslovanja	- 11.617,16
Rezultat pred obdavčitvijo	- 11.617,16
Rezultat po obdavčitvi	- 11.617,16
Čista izguba za leto	- 11.617,16
Akumulirane izgube	- 11.617,16

Bilanca stanja (revidirana)	<u>15. avgust 2022</u>	<u>31. marec 2022</u>
	(euro)	
Sredstva		
<i>Kratkoročna sredstva</i>	1.790.182,84	100.000,00
Druge terjatve in sredstva	1.359,50	0
Stanja pri kreditnih institucijah	1.788.823,34	100.000,00
Sredstva skupaj	1.790.182,84	100.000,00
Lastniška kapital in obveznosti		
<i>Lastniški kapital</i>	1.788.382,84	100.000,00
Osnovni kapital	100.000,00	100.000,00
Rezerve kapitala	1.700.000,00	0
Akumulirane izgube	- 11.617,16	0
<i>Rezervacije</i>	1.800,00	0
Druge rezervacije	1.800,00	0
Bilančna vsota	1.790.182,84	100.000,00

c) Katere so ključne tveganje, značilno za izdajatelja?

Izdajatelj je močno odvisen od družbe FRANKSTAHL.

Izdajatelj nima lastnega osebja in morda ne bo mogel pridobiti lastnega osebja, zlasti ključnega osebja, in znanja, potrebnega za svoje poslovanje.

Izdajatelj morda ne bo mogel pridobiti jeklenih izdelkov, potrebnih za izpolnjevanje svojih obveznosti iz pogodbe za STEELCOIN in/ali fizičnega varovanja, sploh (tveganje razpoložljivosti) in/ali pod komercialno primernimi pogoji (tveganje nestanovitnosti cen).

	<p>Izdajatelj morda ne bo mogel dobaviti jeklenih izdelkov v okviru opcije za jeklene izdelke zaradi nerazpoložljivosti jeklenih izdelkov ali ker izdajatelj ne bo pravočasno ali sploh zagotovil jeklenih izdelkov.</p> <p>Izdajateljeva zmožnost plačila denarne poravnave v okviru opcije denarnih sredstev ni zagotovljena.</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Razdelek C – Ključni podatki o vrednostnih papirjih

a)	<p>Katere so glavne značilnosti vrednostnih papirjev?</p> <p>Vrsta, razred in ISIN STEELCOINOV</p> <p>STEELCOINI so prenosljivi vrednostni papirji na prinosnika s kodo ISIN ATSTEELCOIN5, ki se izdajajo v obliki žetonov ERC-20 v verigi podatkovnih blokov "Ethereum" ("Blockchain"). Ni različnih razredov STEELCOINOV.</p> <p>Valuta, denominacija, nominalna vrednost, število izdanih vrednostnih papirjev in trajanje vrednostnih papirjev</p> <p>STEELCOINI nimajo posebne valute. Vendar pa se izdaja vrednostnih papirjev STEELCOIN izvede proti plačilu v evrih.</p> <p>Najmanjša denominacija (= najmanjša prenosljiva enota) kovanca STEELCOIN je 0,000000000000000001 STEELCOINA. Vendar je najmanjša enota STEELCOIN, ki jo je mogoče vpisati pri izdajatelju, 0,0001 STEELCOINA. Za vračilo STEELCOINOV izdajatelju je potrebno najmanj 0,01 STEELCOINA za gotovinsko opcijo (kot je opredeljeno v nadaljevanju v razdelku "Pravice, povezane s STEELCOINI") ali en (1) STEELCOIN za opcijo jeklenih izdelkov (kot je opredeljeno v nadaljevanju v razdelku "Pravice, povezane s STEELCOINI").</p> <p>Kovanci STEELCOIN nimajo nominalne vrednosti.</p> <p>Na podlagi tega prospekta bo izdanih do 18.000 STEELCOINOV. V prihodnosti se lahko izdajo dodatni STEELCOINI.</p> <p>STEELCOINI nimajo določenega roka zapadlosti. Vendar se od 2. januarja 2023 dalje jekleni znesek (opredeljen v nadaljevanju v razdelku "Pravice, povezane z žetoni STEELCOIN") vsako leto zmanjša za 3 % (izračunano dnevno v primerjavi s prejšnjim dnevom; tj. degresivno zmanjšanje). Tako na primer 31. decembra 2022 količina jekla znaša približno 395,69 kg (v primerjavi s 1.814,39 kg do vključno 1. januarja 2023). V okviru opcije jeklenega blaga to vpliva na zmanjšanje mase jeklenega blaga, ki ga je mogoče pridobiti na jeklenico (ali na povečanje števila jeklenk, ki so potrebne za pridobitev določene količine jeklenega blaga). Pri gotovinski opciji je to dejavnik, ki zmanjšuje znesek izplačila.</p> <p>Pravice, povezane z žetoni STEELCOIN</p> <p>STEELCOINI se lahko po izbiri imetnika kadar koli vrnejo izdajatelju bodisi proti določeni količini določenega fizičnega jeklenega blaga v kg ("opcija za jekleno blago") bodisi proti gotovinski poravnavi v evrih ("denarna opcija").</p> <p>Tako opcija za jekleno blago kot denarna opcija sta vezani na določeno težo jeklenega blaga, ki se sčasoma zmanjša na naslednji način (vsak tak znesek je "jekleni znesek"): Do 1. januarja 2023 (in vključno z njim) znaša jekleni znesek 1.814,39 kg jeklenega blaga na kovanec STEELCOIN; od 2. januarja 2023 dalje se bo jekleni znesek neprekinjeno zmanjševal za 3 % na leto, pri čemer se zmanjšanje teže uporablja dnevno, tako da se od 2. januarja 2023 jekleni znesek vsak dan zmanjša tako, da se jekleni znesek prejšnjega dne pomnoži z 0,97(1/365) (v prestopnih letih: jekleni znesek se zmanjša tako, da se jekleni znesek prejšnjega dne pomnoži z 0,97(1/366)).</p> <p>Pod možnostjo Jekleno blago lahko iz izbora določenega jeklenega blaga izberete določeno število takega jeklenega blaga. Nato je treba tako število STEELCOINOV vrniti izdajatelju, katerega skupni znesek jekla na dan uveljavitve opcije ustreza skupni dejanski teži izbranega jeklenega blaga. Izbrano jekleno blago je nato treba prevzeti na izbranih prevzemnih mestih. V okviru opcije za jekleno blago je treba vrniti vsaj en (1) STEELCOIN.</p>
-----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>Denarna poravnava (v evrih), ki se plača v okviru opcije na gotovino ("prodajna cena"), se izračuna tako, da se ustrezna količina jekla na dan uveljavitve opcije na gotovino pomnoži z "vrednostjo dokončanega jekla". Vrednost dokončanega jekla je faktor, ki med drugim upošteva določene povprečne cene, po katerih so FRANKSTAHL in/ali izdajatelj in/ali drugi lokalni ali mednarodni trgovci z jeklom oddali nakupna naročila za zaloge v določenih skupinah dokončanega jekla v obdobju 64 koledarskih dni pred uveljavitvijo denarne opcije, in se izračuna z uporabo kompleksne formule. Prodajna cena je izražena v evrih. Vlagatelji lahko predlagajo višjo prodajno ceno, za katero so pripravljeni vrniti STEELCOINE, in sicer tako, da tako ceno predlagajo na spletni strani. Vendar izdajatelj ni dolžan sprejeti take višje prodajne cene. Pri gotovinski opciji je treba vrniti vsaj 0,01 STEELCOINA.</p> <p>Pravice, povezane z žetoni STEELCOIN, je mogoče uveljavljati samo na izdajateljevi spletni strani https://www.steelcoin.com ("spletna stran").</p> <p>Brez prednosti</p> <p>STEELCOINI so neposredne, nezavarovane in nepodrejene obveznosti izdajatelja do vlagateljev, ki so enakovredne med seboj in z vsemi drugimi nezavarovanimi obveznostmi izdajatelja, če te druge obveznosti izdajatelja niso izrecno nadrejene terjatvam vlagateljev v skladu z veljavnimi zakoni in predpisi, zlasti insolvenčno zakonodajo.</p> <p>V primeru izdajateljeve insolventnosti so vlagatelji upravičeni le do pravic upnikov. Vlagatelji nimajo pravice do izločitve ali ločitve, njihove terjatve do izdajatelja pa tudi niso prednostne in niso zavarovane.</p> <p>Prenosljivost</p> <p>STEELCOINI so ob upoštevanju veljavnih zakonov in predpisov na splošno prosto prenosljivi. Prenesejo se lahko delci STEELCOINOV, pri čemer najmanjši del znaša 0,000000000000000001 STEELCOINA. Vendar je za vsak prenos žetona STEELCOIN (ali njegovega dela) potreben prenos v verigi podatkovnih blokov ("prenos"). Vsak prenos, zlasti vključno z uveljavljanjem opcije za jeklene izdelke ali denarne opcije, bo ustvaril "pristojbine za plin", ki jih mora vlagatelj plačati v valuti Ether (ETH, domača valuta verige blokov). Če torej vlagatelj želi izvesti prenos, mora imeti ustrezen znesek ETH za plačilo pristojbin za plin, ki nastanejo pri prenosu. Izdajatelj nima vpliva na znesek plačljivih pristojbin za plin.</p>
b)	<p>Kje se bo trgovalo z vrednostnimi papirji?</p> <p>Na dan izdaje prospekta izdajatelj ne namerava vzpostaviti ali sprožiti trga, na katerem bi vlagatelji lahko trgovali z vrednostnimi papirji STEELCOIN, ali zaprositi za uvrstitev ali pridobiti uvrstitve STEELCOINOV v trgovanje na reguliranem trgu v večstranskem sistemu trgovanja, reguliranem sistemu trgovanja ali katerem koli drugem trgu, za katerega velja podobna ureditev. Vendar si izdajatelj pridržuje pravico, da to stori v prihodnosti.</p>
c)	<p>Ali je z vrednostnimi papirji povezano jamstvo?</p> <p>Z vrednostnimi papirji STEELCOIN ni povezano nobeno jamstvo.</p>
d)	<p>Katero je ključno tveganje, značilno za vrednostne papirje?</p> <p>Prodajna cena morda ne odraža gibanja cen na trgih jekla.</p> <p>Prodajna cena bo nestalna.</p> <p>Zainteresirani vlagatelji se lahko pri določanju ponujene vpisne cene zmotijo glede trenutne vrednosti STEELCOINA ali njegovega prihodnjega razvoja.</p> <p>Vpisna cena je lahko v obdobju vpisa precej višja od prodajne cene.</p> <p>Izdajatelj morda ne bo mogel izračunati vrednosti dokončanega jekla in s tem prodajne cene.</p> <p>Vlagatelj lahko izgubi dostop do svojih STEELCOINOV zaradi izgube (dostopa do) denarnice in/ali zasebnega ključa vlagatelja.</p> <p>Izguba zasebnega ključa izdajatelja bi povzročila nezmožnost izdajatelja in/ali izgubo nadzora nad funkcijami pametne pogodbe, ki je podlaga za STEELCOINE.</p> <p>STEELCOINI bi lahko bili izgubljeni zaradi vdora hekerjev.</p>

STEELCOINI bi se lahko izgubili zaradi "dokončnosti" verige podatkovnih blokov.

STEELCOINI se lahko izgubijo zaradi programskih ranljivosti osnovne programske aplikacije, osnovne pametne pogodbe in infrastrukture veriženja podatkovnih blokov (tj. omrežja Ethereum).

Razdelek D – Ključne informacije o javni ponudbi vrednostnih papirjev in/ali uvrstitvi v trgovanje na reguliranem trgu

a) Pod katerimi pogoji in v katerem časovnem okviru lahko vlagam v ta vrednostni papir?

Zainteresirani vlagatelji lahko STEELCOINE (ali njihove deleže; najmanjši delež je 0,0001 STEELCOINA) vpisujejo od datuma začetka izdaje, ki bo predvidoma med 22. septembrom 2022 in 30. septembrom 2022 (v vsakem primeru vključno s tem dnevom) in ga bo izdajatelj objavil na spletni strani, do izteka veljavnosti tega prospekta, do najkasneje 21. septembra 2023. Izdajatelj si pridržuje pravico, da kadarkoli po želji skrajša ali konča obdobje ponudbe, posebej v primeru popolnega plasiranja STEELCOINOV. Postopek vpisa poteka elektronsko izključno na spletni strani.

Emisijska cena STEELCOINOV ni določena. Zainteresirani vlagatelj mora oddati ponudbo ("**ponudba vlagatelja**") za vpis (dela) enega ali več žetonov STEELCOIN ("**ponujeni žetoni STEELCOIN**") po znesku v evrih na žeton STEELCOIN, ki ga določi zainteresirani vlagatelj ("**ponujena vpisna cena**"), ki ne sme presegati 5.400 evrov na žeton STEELCOIN (največja emisijska cena na žeton STEELCOIN). Ponujena vpisna cena, pomnožena s ponujenimi žetoni STEELCOIN, mora znašati vsaj 50 evrov (najmanjši znesek naložbe na ponudbo za vpis), najmanjši delež, ki ga je mogoče vpisati, pa je 0,0001 žetona STEELCOIN.

Izdajatelj lahko po lastni presoji sprejme ponudbo vlagatelja v celoti ali delno (tj. le z manjšim številom STEELCOINOV ali njihovim delom, vendar ne za ceno, ki je drugačna od ponujene vpisne cene) ali jo takoj zavrne.

Če izdajatelj sprejme ponudbo vlagatelja (v celoti ali delno) ("**ponudba za vpis**"), zainteresirani vlagatelj vpiše tolikšno število žetonov STEELCOIN (ali njegov del), kot ga je sprejel izdajatelj ("**sprejeti žetoni STEELCOIN**"), in mora znesek, ki je rezultat pomnožitve sprejetih žetonov STEELCOIN s ponujeno vpisno ceno ("**vpisni znesek**"), takoj plačati z uporabo enega od ponujenih načinov plačila. Ob upoštevanju nekaterih izjem morajo vsa plačila izdajatelju izvirati z računov v Evropski uniji in/ali Evropskem gospodarskem prostoru.

Po popolnem plačilu vpisnega zneska je zainteresirani vlagatelj pozvan, da navede javni naslov v verigi blokov, na katerega bodo preneseni sprejeti žetoni STEELCOIN ("**naslov za dostavo**"), in lahko izda izdajatelju navodilo za izdajo sprejetih žetonov STEELCOIN. Izdajatelj v 24 urah po tem, ko prejme dostavni naslov, izda Accepted STEELCOINS tako, da jih izkoplje v verigi blokov in jih nato prenese na dostavni naslov ("**izdaja Accepted STEELCOINS**"). Pristojbino za izdajo Accepted STEELCOINS (pristojbina za plin), ki se plača v domači valuti verige blokov Ether [Eth], krije izdajatelj.

Izdaja sprejetih STEELCOINOV zainteresiranemu vlagatelju je pogojena s predhodnim plačilom celotnega vpisnega zneska. Če plačilo celotnega vpisnega zneska ni izvedeno v roku, ki je za tako plačilo naveden na spletni strani, se veljavna ponudba za vpis razveljavi. Če se plačilo vpisanega zneska iz kakršnega koli razloga prekliče ali odpove, mora vlagatelj izdajatelju vrniti sprejete žetone STEELCOIN, izdajatelj pa bo zadevne sprejete žetone STEELCOIN pokuril v sedmih (7) dneh po prejemu.

Izdajatelj ocenjuje, da bodo skupni stroški izdaje znašali do 2.000.000 evrov.

Vlagatelji bodo morda morali pri plačilu vpisanega zneska izdajatelju plačati običajne transakcijske provizije.

Do datuma tega prospekta izdajatelj ni sklenil pogodb o distribuciji, lahko pa jih sklene v prihodnosti.

b)	Kdo je ponudnik in/ali oseba, ki prosi za uvrstitev v trgovanje?
	Izdajatelj je ponudnik STEELCOINOV. STEELCOINI niso uvrščeni v trgovanje na reguliranem trgu. Glejte točko C b) tega povzetka.
c)	Zakaj se pripravlja ta prospekt?
	<p>Izdajatelj namerava STEELCOINE, ki so vrednostni papirji v smislu člena 2(a) Uredbe EU o prospektu, ponuditi javnosti v smislu člena 2(d) Uredbe EU o prospektu ("ponudba"). Skupna vrednost ponudbe bo verjetno preseгла pragove, določene v členu 1(3) Uredbe EU o prospektu in členu 12 avstrijskega Zakona o kapitalskih trgih 2019 (<i>Kapitalmarktgesetz 2019</i>). Izjema v skladu s členom 1(4) Uredbe EU o prospektu se ne uporablja. Izdajatelj bo torej ponudbo izvedel šele po predhodni objavi tega prospekta.</p> <p>Neto izkupiček, zbran s ponudbo, bo uporabljen za tekoče poslovanje izdajatelja z namenom ustvarjanja lastnega dobička s trgovanjem z jeklom ali z drugimi dejavnostmi po presoji izdajatelja. Vlagatelji niso udeleženi pri teh dobičkih, saj so STEELCOINI neposredne, nezavarovane in nepodrejene obveznosti izdajatelja. Operativne dejavnosti izdajatelja lahko vključujejo trgovanje z jeklenimi izdelki s tretjimi osebami (z drugimi trgovci na debelo, s trgovci, z jeklarnami, velikimi porabniki jekla) in/ali nakup delnic jeklarskih družb in/ali deležev v podjetjih, pri čemer ima izdajatelj lahko tudi likvidnost v obliki bančnih računov in instrumentov denarnega trga in mu ni treba uporabiti celotnega izkupička iz izdaje. Vendar pa lahko izdajatelj opravlja tudi dodatne ali druge poslovne dejavnosti in tudi opusti sedanje in/ali načrtovane dejavnosti v prihodnosti.</p> <p>Ker izdajatelj ne more določiti cene, po kateri bodo izdani STEELCOINI (glejte točko D a) tega povzetka), in ker se lahko ta cena s časom precej spreminja, izdajatelj ne more zanesljivo oceniti prihodkov od izdaje do 18.000 STEELCOINOV, ki so predmet tega prospekta. Teoretični največji možni izkupiček od izdaje, tj. če bi bilo vseh 18.000 STEELCOINOV iz tega prospekta plasiranih po najvišji emisijski ceni 5.400 evrov za STEELCOIN, bi znašal 97,2 milijona evrov bruto oziroma, ob upoštevanju zgoraj navedene ocene skupnih stroškov, 95,2 milijona evrov neto. Vlagatelji/imetniki STEELCOINOV niso udeleženi pri prihodkih iz operativnih dejavnosti izdajatelja.</p> <p>Ponudba ni predmet pogodbe o obveznem prevzemu na podlagi trdne zaveze. Izdajatelj bo STEELCOINE izdal izključno sam neposredno na spletnem mestu.</p> <p>Marcel Javor, eden od izdajateljevih direktorjev (<i>Geschäftsführer</i>), je tudi direktor izdajateljevega edinega delničarja FRANKSTAHL in (posredno) edini končni dejanski lastnik izdajatelja in FRANKSTAHLA. Tako lahko pride do navzkrižja interesov med izdajateljem, njegovim delničarjem FRANKSTAHLOM in njegovim edinim končnim dejanskim lastnikom.</p>

Annex W

Spanish translation / *Traducción al español*

I. RESUMEN

Sección A - Introducción, contiene advertencias

Este resumen ha de leerse como una introducción al presente Prospecto (tal y como se define a continuación).

Cualquier decisión de invertir en los valores deberá basarse en la consideración del presente Prospecto en su conjunto por parte del inversor.

Los inversores de los valores podrían perder la totalidad o parte del capital invertido.

En caso de que se presente una reclamación relacionada con la información contenida en el presente Prospecto ante un tribunal, el inversor demandante podría, a tenor de la legislación nacional, tener que asumir los gastos de traducción de este Prospecto antes de iniciar el procedimiento judicial.

La responsabilidad civil se impone únicamente a las personas que hayan presentado este resumen, incluida cualquier traducción del mismo, pero sólo si este resumen es confuso, inexacto o incoherente al leerlo junto con las demás partes del presente Prospecto o si al leerlo junto con las demás partes del presente Prospecto no proporciona información clave para ayudar a los inversores a considerar si deben invertir en los valores.

a) Nombre y Número de Identificación Internacional de los Valores ("ISIN")

El presente prospecto ("**Prospecto**") se refiere a la emisión de STEELCOINS que son valores al portador transferibles en forma de tokens ERC-20 en la blockchain de "Ethereum" que no tienen vencimiento ni conllevan intereses, pero que pueden devolverse en cualquier momento a elección del titular mediante una entrega física con una determinada cantidad de bienes de acero (decreciente en el tiempo) o mediante una liquidación en efectivo en euros ("**STEELCOINS**", y cada una de ellas una "**STEELCOIN**"). El ISIN de las STEELCOINS es: ATSTEELCOIN5.

b) Identidad y datos de contacto del emisor, incluido su identificador de entidad jurídica ("LEI")

FS Steel-Products GmbH ("**Emisor**"; LEI: 5299000X94239BUDFN51), es una sociedad de responsabilidad limitada (*Gesellschaft mit beschränkter Haftung*) constituida y vigente según las leyes de la República de Austria, con sede en Viena, Austria, y domicilio social en Praterstraße 15/3/17, 1020 Viena, Austria (teléfono: +43 50 5030; página web: <https://www.steelcoin.com>). El Emisor está inscrito en el Registro Mercantil (Firmenbuch) del Tribunal de Comercio de Viena (Handelsgericht Wien) con el número de registro FN 579306 x. También opera con el nombre comercial STEELCOIN.

c) Identidad y datos de contacto del oferente, incluido su LEI si el oferente es una persona jurídica, o de la persona que solicita la admisión a cotización en un mercado regulado

Véase el punto A.b) de este resumen.

d) Identidad y datos de contacto de la autoridad competente de aprobar el Prospecto y, de ser diferente, de la autoridad competente que aprobó el documento de registro o el documento de registro universal

La Autoridad del Mercado Financiero de Austria (*Finanzmarktaufsichtsbehörde*, la "**FMA**"), Otto-Wagner-Platz 5, A-1090 Viena (teléfono: +43 1 249 59-0; página web: www.fma.gv.at) ha aprobado el presente Prospecto en calidad de autoridad competente en Austria, a tenor del Reglamento (UE) 2017/1129 del Parlamento Europeo y del Consejo, el 14 de junio de 2017, en su versión modificada (el "**Reglamento sobre el Folleto de la UE**") y conforme a la Ley de Austria de Mercados Capitaless de 2019 (*Kapitalmarktgesetz 2019*).

e) Fecha de aprobación del prospecto

Este Prospecto ha sido aprobado el 21 de septiembre de 2022.

Sección B - Información clave del Emisor

a) ¿Quién es el Emisor de los valores?

Domicilio y forma jurídica, LEI, legislación bajo la que opera el Emisor y su país de constitución

Véase el punto A.b) de este resumen.

Principales actividades

Los objetivos empresariales del Emisor (*Unternehmensgegenstand*), tal y como se recogen en el apartado Tercero (*Drittens*) de sus estatutos (*Errichtungserklärung*) incluyen (traducido del original alemán):

- el comercio de productos metalúrgicos y materiales de construcción;
- todas las operaciones y medidas que sean necesarias y útiles para la consecución del objeto social y para el desarrollo y la eficacia económica de la empresa.

El comercio de acero y la emisión, así como el cumplimiento de las obligaciones del Emisor con las STEELCOINS es el principal objetivo empresarial del Emisor. El objetivo estratégico del Emisor es establecer una nueva faceta del comercio clásico del acero con la emisión de STEELCOINS, que resulta interesante tanto para la especulación como para conseguir efectos de cobertura por parte de los consumidores de acero. Como comerciante de acero, las actividades operativas del Emisor pueden incluir el comercio de productos de acero con terceros (otros mayoristas, comerciantes, plantas de acero, grandes consumidores de acero). El Emisor tiene una licencia comercial aplicable (Sistema de Información Comercial de Austria [*Gewerbeinformationssystem Austria - GISA*] número 34882627). El Emisor podría (pero no está obligado a) asegurarse también contra las subidas de precios y los riesgos en el futuro, y realizar las operaciones correspondientes. El Emisor podrá construir o adquirir sus propios almacenes en el futuro y también podrá adquirir y enajenar empresas o participaciones en empresas. Las actividades comerciales del Emisor no se limitan al mercado europeo, sino que pueden incluir a socios comerciales y empresariales de todo el mundo. La evolución de los mercados y los precios de los mismos tendrán una influencia significativa en la forma en que el Emisor lleve a cabo su actividad. Además, la evolución de la STEELCOIN y el número de STEELCOINS emitidas, así como el comportamiento de los inversores, cuando se devuelvan las STEELCOINS, también influirán en las decisiones empresariales del Emisor. Como entidad operativa, el Emisor no está sujeto a una estrategia específica. En particular, el Emisor no está obligado a mantener un stock propio de productos de acero (o de otro tipo) ni a aplicar una estrategia específica de inversión o cobertura, sino que es libre de utilizar el producto de la emisión a su discreción por cuenta propia. En el futuro, el Emisor puede cambiar sus actividades comerciales y podría -a su entera discreción y a la de su (único) accionista- llevar a cabo actividades adicionales de otro tipo y/o abandonar las actividades comerciales actuales y/o previstas.

Accionistas (directos e indirectos)

El accionista único del Emisor es FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), una sociedad de responsabilidad limitada (*Gesellschaft mit beschränkter Haftung*) constituida y vigente según las leyes de la República de Austria, con sede en Viena, Austria, y domicilio social en Esteplatz 6, 1030 Viena, Austria, inscrita en el Registro Mercantil (*Firmenbuch*) del Tribunal de Comercio de Viena (*Handelsgericht Wien*) con el número de registro FN 142511 a.

El único accionista de FRANKSTAHL es Javor Unternehmensbeteiligungsges.m.b.H., una sociedad de responsabilidad limitada (*Gesellschaft mit beschränkter Haftung*) constituida y vigente según las leyes de la República de Austria, con sede en Viena, Austria, y domicilio social en Esteplatz 6, 1030 Viena, Austria, inscrita en el Registro Mercantil (*Firmenbuch*) del Tribunal de Comercio de Viena (*Handelsgericht Wien*) con el número de registro FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. es propiedad en su totalidad de D. Marcel Javor, nacido el 17 de octubre de 1974, que es por tanto el beneficiario activo del Emisor.

Gestión

La dirección del Emisor (Geschäftsführung) está compuesta actualmente por los siguientes directores generales (Geschäftsführer):

- Marcel Javor, nacido el 17 de octubre de 1974; y
- Ronald Nagy, nacido el 7 de diciembre de 1973.

Identidad de los auditores legales

El Emisor nombró a BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft con sede en Viena, Austria, y domicilio social en Am Belvedere 4, 1100 Viena, Austria, inscrita en el Registro Mercantil del Tribunal de Comercio de Viena con el número de registro FN 96046 w ("**BDO**"), como auditor del (i) balance de apertura (*Eröffnungsbilanz*) del Emisor a 31 de marzo de 2022 ("**Balance de apertura**") y (ii) los estados financieros provisionales no consolidados ("**Estados financieros**") a partir del 1 de abril de 2022 y hasta el 15 de agosto de 2022, ambos preparados de conformidad con los principios de contabilidad generalmente aceptados en Austria ("**GAAP**" (por sus siglas en inglés)). BDO ha emitido un dictamen de auditoría sin reservas con fecha del 26 de agosto de 2022 sobre el Balance de Apertura y un dictamen de auditoría sin reservas con fecha del 26 de agosto de 2022 sobre los Estados Financieros.

BDO es miembro del Instituto de Auditores Públicos de Austria (*Institut der Wirtschaftsprüfer*) y de la Cámara de Asesores Fiscales y Auditores de Austria (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) ¿Cuál es la información financiera clave sobre el emisor?

La información que figura en las siguientes tablas se ha extraído del Balance de Apertura y de los Estados Financieros correspondientes a las fechas/períodos indicados, y son sólo un resumen de los mismos. La información de las siguientes tablas debe leerse junto con la información contenida en todo el Prospecto, en particular la información del Balance de Apertura y los Estados Financieros incluidos en la Parte VII (*Annexes*) de este Prospecto.

Estado de resultados (auditado)	1 de abril de 2022 - 15 de agosto de 2022	
	(en €)	
Otros costes de funcionamiento		- 11.617,16
Resultado de funcionamiento		- 11.617,16
Resultados antes de impuestos		- 11.617,16
Resultados después de impuestos		- 11.617,16
Pérdidas netas en el año		- 11.617,16
Pérdidas acumuladas		- 11.617,16

Balance (auditado)	15 de agosto de 2022	31 de marzo de 2022
	(en €)	
Activos		
<i>Activos corrientes</i>	1.790.182,84	100.000,00
Créditos y otros activos	1.359,50	0
Saldos en entidades de crédito	1.788.823,34	100.000,00
Balance total	1.790.182,84	100.000,00
Patrimonio neto y pasivo		
<i>Capital</i>	1.788.382,84	100.000,00
Capital social	100.000,00	100.000,00

Provisiones	1.700.000,00	0
Pérdidas acumuladas	- 11.617,16	0
<i>Provisiones</i>	<i>1.800,00</i>	<i>0</i>
Otras provisiones	1.800,00	0
Balance total	1.790.182,84	100.000,00

c) ¿Cuáles son los principales riesgos específicos del emisor?

El Emisor depende en gran medida de FRANKSTAHL

El Emisor no cuenta con personal propio y podría no ser capaz de formar personal propio, en particular personal clave, y los conocimientos técnicos necesarios para sus operaciones

El Emisor podría no ser capaz de adquirir los productos de acero necesarios para cumplir con sus obligaciones en virtud de las STEELCOINS y/o su cobertura física en absoluto (riesgo de disponibilidad) y/o en condiciones comercialmente razonables (riesgo de volatilidad de precios)

Es posible que el Emisor no pueda entregar los bienes de acero según la Opción en Bienes de Acero debido a la falta de disponibilidad de los bienes de acero o que el Emisor no pueda proporcionar los productos de acero a tiempo o en absoluto

No se garantiza la capacidad del Emisor de pagar la liquidación en efectivo bajo la Opción en Efectivo

Sección C - Información clave sobre los valores

a) ¿Cuáles son las principales características de los valores?

Tipo, clase e ISIN de las STEELCOINS

Las STEELCOINS son valores al portador transferibles con el ISIN ATSTEELCOIN5 que se emiten en forma de tokens ERC-20 en la blockchain "Ethereum" ("**Blockchain**"). No hay diferentes clases de STEELCOINS.

Moneda, denominación, valor nominal, número de títulos emitidos y duración de los mismos

Las STEELCOINS no tienen una moneda específica. Sin embargo, la emisión de STEELCOINS se efectúa mediante pago en euros.

La denominación mínima (= unidad transferible más pequeña) de una STEELCOIN es 0,000000000000000001 STEELCOIN. Sin embargo, la unidad más pequeña de una STEELCOIN que se puede suscribir por parte del Emisor es 0,0001 STEELCOIN. Para la devolución de las STEELCOINS al Emisor se requieren al menos 0,01 STEELCOIN para la Opción en Efectivo (tal y como se define en el apartado "*Derechos vinculados a las STEELCOINS*" más adelante) o una (1) STEELCOIN para la Opción en Bienes de Acero (tal y como se define en el apartado "*Derechos vinculados a las STEELCOINS*" a continuación).

Las STEELCOINS no tienen valor nominal.

En el marco de este Prospecto se emitirán hasta 18.000 STEELCOINS. Es posible que se emitan más STEELCOINS en el futuro.

Las STEELCOINS no tienen un plazo/vencimiento específico. Sin embargo, a partir del 2 de enero de 2023, la Cantidad de Acero (definida en la sección "*Derechos vinculados a las STEELCOINS*" más adelante) se reduce en un 3% cada año (calculada sobre una base diaria en comparación con el día anterior; es decir, una reducción decreciente). De este modo, por ejemplo, a 31 de diciembre de 2072 la Cantidad de Acero es de aproximadamente 395,69 kg (en comparación con los 1.814,39 kg hasta el 1 de enero de 2023 inclusive). En la Opción en Bienes de Acero, esto tiene el efecto de reducir el peso de los bienes de acero que se pueden obtener por STEELCOIN (o aumentar el número de STEELCOINS necesarios para obtener una determinada cantidad de bienes de acero. En la Opción en Efectivo, esto supone un factor de reducción de la cantidad a pagar.

Derechos vinculados a las STEELCOINS

Las STEELCOINS pueden devolverse en cualquier momento, a elección del titular, al Emisor, ya sea mediante una cantidad determinada de bienes de acero físicos en kg ("**Opción en Bienes de Acero**") o mediante una liquidación en efectivo en euros ("**Opción en Efectivo**").

Tanto la Opción en Bienes de Acero como la Opción en Efectivo están vinculadas a un determinado peso de bienes de acero, que se reduce a lo largo del tiempo de la siguiente manera (cada una de estas cantidades, la "**Cantidad de Acero**"): Hasta el 1 de enero de 2023 (e inclusive), la Cantidad de Acero es de 1.814,39 kg de bienes de acero por STEELCOIN; a partir del 2 de enero de 2023, la Cantidad de Acero disminuirá de forma continua un 3% cada año, por lo que la reducción de peso se aplica diariamente, con la consecuencia de que a partir del 2 de enero de 2023, la Cantidad de Acero se reduce cada día multiplicando la Cantidad de Acero del día anterior por $0.97^{(1/365)}$ (respectivamente en los años bisiestos: la Cantidad de Acero se reduce multiplicando la Cantidad de Acero del día anterior por $0.97^{(1/366)}$).

En la Opción en Bienes de Acero, a partir de una selección de determinados bienes de acero, se puede seleccionar un número específico de dichos bienes de acero. Posteriormente, se deberá devolver al Emisor dicho número de STEELCOINS cuya Cantidad de Acero agregada del día del ejercicio de la opción corresponda al peso real agregado de los bienes de acero seleccionados. Los bienes de acero seleccionados deben ser entonces recogidos en los lugares de recogida seleccionados. En la Opción en Bienes de Acero debe devolverse al menos una (1) STEELCOIN.

La liquidación en efectivo (en euros) a pagar en virtud de la Opción en Efectivo ("**Precio de Venta**") se calcula multiplicando la respectiva Cantidad de Acero del día de ejercicio de la Opción en Efectivo por el "**Valor del Acero Terminado**". El Valor del Acero Terminado es un factor que tiene en cuenta, *inter alia*, determinados precios medios a los que FRANKSTAHL y/o el Emisor y/o otros comerciantes de acero locales o internacionales han realizado pedidos de compra de existencias de determinados grupos de productos de acero terminado durante un periodo de 64 días naturales antes de que se invoque la Opción en Efectivo y se calcula aplicando una fórmula compleja. El precio de venta se denomina en euros. Los inversores pueden proponer un precio de venta más alto por el que está dispuesto a devolver STEELCOINS, proponiendo dicho precio a través de la página web. Sin embargo, el Emisor no está obligado a aceptar tan elevado precio de venta. En la Opción en Efectivo hay que devolver al menos 0,01 STEELCOIN.

Los derechos vinculados a las STEELCOINS sólo pueden ejercerse a través de la página web del Emisor <https://www.steelcoin.com> ("**Página web**").

Sin antigüedad

Las STEELCOINS son obligaciones directas, no garantizadas y no subordinadas del Emisor para con los inversores pari passu entre sí y con todas las demás obligaciones no garantizadas del Emisor, mientras esas otras obligaciones del Emisor no tengan expresamente un rango superior a los derechos de los de los inversores a tenor de las leyes y reglamentos aplicables, en particular las leyes de insolvencia.

En caso de insolvencia del Emisor, los inversores sólo tienen derechos de acreedor. Los inversores no tienen derecho a la segregación o separación y sus derechos contra el Emisor tampoco tienen prioridad ni están garantizados.

Transferibilidad

Las STEELCOINS son, por lo general, libremente transferibles, con sujeción a las leyes y reglamentos aplicables. Se pueden transferir fracciones de STEELCOINS, siendo la fracción más pequeña de 0,000000000000000001 STEELCOIN. Sin embargo, cualquier transferencia de una STEELCOIN (o una fracción de la misma) requiere una transferencia en la Blockchain ("**Transferencia**"). Cualquier Transferencia, incluyendo en particular, el ejercicio de la Opción en Bienes de Acero o la Opción en Efectivo, generará "Comisiones de Gas" a pagar por el inversor en Ether (ETH, la moneda nativa de la Blockchain). Así, si el Inversor quiere realizar una Transferencia, deberá disponer de la cantidad correspondiente de ETH para pagar las

	Comisiones de Gas producidas para la Transferencia. El Emisor no tiene ninguna influencia sobre el importe de las Comisiones de Gas a pagar.
b)	¿Dónde se negocian los valores? En la fecha del Prospecto, el Emisor no tiene intención de establecer o iniciar un mercado en el que las STEELCOINS se puedan negociarse por parte de los inversores, ni de solicitar u obtener la admisión de las STEELCOINS a cotización en un mercado regulado, un sistema de negociación multilateral, un sistema de negociación organizado o cualquier otro mercado sujeto a una regulación similar. No obstante, el Emisor se reserva el derecho de hacerlo en el futuro.
c)	¿Existe una garantía vinculada a los valores? Las STEELCOINS no tienen ninguna garantía vinculada.
d)	¿Cuáles son los principales riesgos específicos de los valores? El precio de venta podría no reflejar la evolución de los precios en los mercados del acero El precio de venta será volátil Los inversores interesados podrían equivocarse sobre el valor actual de una STEELCOIN o su evolución futura al determinar el Precio de Suscripción Ofertado El precio de suscripción puede ser considerablemente superior al Precio de Venta en el momento de la suscripción El Emisor podría no ser capaz de calcular el Valor del Acero Terminado y, por tanto, el Precio de Venta Un Inversor podría perder el acceso a sus STEELCOINS debido a una pérdida de (acceso a) la cartera y/o la clave privada del Inversor La pérdida de la clave privada del Emisor llevaría a la incapacitación del Emisor y/o la pérdida de control sobre las funciones del contrato inteligente subyacente a las STEELCOINS Las STEELCOINS podrían perderse a manos de piratas informáticos Las STEELCOINS podrían perderse debido a la "finalidad" de la Blockchain Las STEELCOINS podrían perderse debido a las vulnerabilidades del software de la aplicación subyacente, el contrato inteligente subyacente y la infraestructura de la blockchain (es decir, la Red Ethereum)

Sección D - Información clave sobre la oferta de valores al público y/o la admisión en un mercado regulado	
a)	¿En qué condiciones y plazos puedo invertir en este valor? Las STEELCOINS (o fracciones de las mismas; fracción mínima: 0,0001 STEELCOIN) podrán ser suscritas por los inversores interesados a partir de la fecha de inicio de la emisión, que se prevé que esté comprendida entre el 22 de septiembre de 2022 y el 30 de septiembre de 2022 (en ambos casos, incluido dicho día) y será publicada por el Emisor en la página Web, hasta que la validez del presente Prospecto expire el 21 de septiembre de 2023 a más tardar. El Emisor se reserva el derecho de reducir o terminar el período de oferta en cualquier momento a su absoluta discreción (en particular, en caso de la colocación completa de las STEELCOINS). El proceso de suscripción se realiza de manera electrónica exclusivamente a través de la Página Web. El precio de emisión de las STEELCOINS no está fijado. De hecho, un inversor interesado debe hacer una oferta (" Oferta del Inversor ") para suscribir una (fracción de) o más STEELCOINS (" STEELCOINS Ofrecidas ") a un importe en euros por STEELCOIN especificado por el inversor interesado (" Precio de Suscripción Ofrecido "), que no debe superar los 5.400 euros por STEELCOIN (precio máximo de emisión por STEELCOIN). El Precio de Suscripción Ofrecido multiplicado por las STEELCOINS ofrecidas debe ser de al menos 50 EUR (importe mínimo de inversión por oferta de suscripción) y la fracción más pequeña que puede suscribirse es de 0,0001 STEELCOIN.

	<p>El Emisor, a su entera discreción, podrá aceptar la Oferta del Inversor en su totalidad o en parte (es decir, sólo con un número reducido de STEELCOINS o una fracción del mismo, pero no por un precio distinto del Precio de Suscripción Ofrecido) o rechazarla inmediatamente.</p> <p>Si el Emisor acepta (total o parcialmente) la Oferta del Inversor ("Oferta de Suscripción") el inversor interesado suscribe el número de STEELCOINS (o una fracción de las mismas) aceptadas por el Emisor ("STEELCOINS Aceptadas") y deberá pagar el importe resultante de la multiplicación de las STEELCOINS Aceptadas por el Precio de Suscripción Ofertado ("Importe de la Suscripción") de forma inmediata utilizando uno de los métodos de pago ofrecidos. Salvo ciertas excepciones, todos los pagos efectuados al Emisor deberán proceder de cuentas situadas en la Unión Europea y/o en el Espacio Económico Europeo.</p> <p>Una vez completado el pago del Importe de Suscripción, se pide al inversor interesado que proporcione la dirección pública en la Blockchain a la que se transferirán las STEELCOINS Aceptadas ("Dirección de Entrega") y puede dar instrucciones al Emisor para que emita las STEELCOINS Aceptadas. En el plazo de 24 horas después de que el Emisor reciba la Dirección de Entrega, el Emisor emite las STEELCOINS Aceptadas, acuñándolas en la Blockchain y transfiriéndolas posteriormente a la Dirección de Entrega ("Emisión de las STEELCOINS Aceptadas"). La comisión por la emisión de las STEELCOINS aceptadas (Comisión de Gas), a pagar en la moneda nativa de la Blockchain, Ether (ETH) corre a cargo del Emisor.</p> <p>La emisión de las STEELCOINS Aceptadas al inversor interesado está sujeta al previo pago de la totalidad del Importe de Suscripción. Si el pago de la totalidad del Importe de Suscripción no se efectúa dentro del plazo indicado para dicho pago en la Página Web, la Oferta de Suscripción aplicable queda anulada. En caso de que el pago del Importe de la Suscripción sea revocado o cancelado por cualquier motivo, el inversor deberá devolver las STEELCOINS Aceptadas al Emisor y éste quemará las respectivas STEELCOINS Aceptadas dentro de los siete (7) días siguientes a su recepción.</p> <p>El Emisor estima que los costes totales de la emisión ascienden a un máximo de 2.000.000 de euros.</p> <p>Es posible que los inversores deban pagar las comisiones de transacción habituales al abonar el importe de la suscripción al Emisor.</p> <p>A la fecha del presente Prospecto, el Emisor no ha cerrado acuerdos de distribución, pero es libre de llegar a tales acuerdos en el futuro.</p>
b)	<p>¿Quién es el oferente y/o la persona que solicita la admisión a negociación?</p> <p>El Emisor es el oferente de las STEELCOINS. Las STEELCOINS no están admitidas a negociación en un mercado regulado. Véase el punto C.b) de este Resumen.</p>
c)	<p>¿Por qué se elabora este Prospecto?</p> <p>Este Emisor tiene la intención de ofrecer al público las STEELCOINS, que son valores según el artículo 2 letra a) del Reglamento sobre el Folleto de la UE, según el artículo 2 letra d) del Reglamento sobre el Folleto de la UE ("Oferta"). La consideración total de la Oferta superará probablemente los umbrales estipulados por el artículo 1, apartado 3, del Reglamento sobre el Folleto de la UE y el artículo 12 de la Ley de Mercados de Capitales de Austria de 2019 (<i>Kapitalmarktgesetz 2019</i>). A tenor de lo dispuesto en el artículo 1, apartado 4, del Reglamento sobre el Folleto de la UE, no se aplican excepciones. Por lo tanto, el Emisor sólo realizará la Oferta tras la publicación previa del presente Prospecto.</p> <p>Los ingresos netos obtenidos a través de la Oferta se utilizarán para las operaciones comerciales en curso del Emisor con el objetivo de generar beneficios propios con el comercio de acero u otras actividades a discreción del Emisor. Los inversores no participan en dichos beneficios ya que las STEELCOINS son obligaciones directas, no garantizadas y no subordinadas del Emisor. Las actividades operativas del Emisor pueden incluir productos de acero con terceros (otros mayoristas, comerciantes, fábricas de acero, grandes consumidores de acero) y/o la adquisición de un inventario de acero y/o participaciones de empresas de acero por lo que el Emisor también puede disponer de liquidez en forma de cuentas bancarias e instrumentos del mercado monetario y no tiene que utilizar la totalidad del ingreso de la emisión. Sin embargo, el Emisor</p>

también puede llevar a cabo actividades empresariales adicionales o de otro tipo y también abandonar las actividades actuales y/o previstas en el futuro.

Dado que el Emisor no puede determinar el precio al que se emiten las STEELCOINS (véase el punto D.a) de este Resumen) y que este precio puede variar significativamente con el tiempo, no es posible para el Emisor estimar de forma fiable los ingresos de la emisión de las hasta 18.000 STEELCOINS, que son objeto del presente Prospecto. La recaudación máxima teórica posible de la emisión, es decir si las 18.000 STEELCOINS objeto del presente Prospecto se colocaran al precio máximo de emisión de 5.400 euros por STEELCOIN, ascendería a 97,2 millones de euros brutos o, teniendo en cuenta los costes totales estimados antes mencionados, 95,2 millones de euros netos. Los inversores/titulares de STEELCOINS no participan en los ingresos de las actividades operativas del Emisor.

La Oferta no está sujeta a un acuerdo de suscripción en firme: El Emisor emitirá las STEELCOINS únicamente por sí mismo directamente a través de la página web.

Marcel Javor, uno de los directores generales del Emisor (Geschäftsführer), es también director general del único accionista del Emisor, FRANKSTAHL, y único beneficiario final (indirecto) del Emisor y de FRANKSTAHL. Por lo tanto, pueden surgir conflictos de intereses entre el Emisor, su accionista FRANKSTAHL y su único beneficiario final.

Annex X

Czech translation / Český překlad

I. SOUHRN

Část A – Úvod včetně upozornění	
<p><i>Tento souhrn by měl být chápán jako úvod k tomuto Prospektu (jak je definován níže).</i></p> <p><i>Jakékoli rozhodnutí investovat do cenných papírů by mělo být založeno na zvážení tohoto Prospektu jako celku ze strany investora.</i></p> <p><i>Investoři do cenných papírů mohou přijít o celý investovaný kapitál nebo jeho část.</i></p> <p><i>Je-li u soudu vznesen nárok týkající se informací obsažených v tomto Prospektu, může se stát, že žalující investor bude muset podle vnitrostátních právních předpisů nést náklady na překlad tohoto Prospektu před zahájením soudního řízení.</i></p> <p><i>Občanskoprávní odpovědnost se vztahuje pouze na osoby, které předložily tento souhrn včetně jeho překladu, avšak pouze v případě, že tento souhrn je zavádějící, nepřesný nebo nekonzistentní při společném čtení s ostatními částmi tohoto Prospektu nebo pokud při společném čtení s ostatními částmi tohoto Prospektu neposkytuje klíčové informace, které mají investorům pomoci při zvažování, zda investovat do cenných papírů.</i></p>	
a)	Název a mezinárodní identifikační číslo ("ISIN") cenných papírů
	Tento prospekt (dále jen " Prospekt ") se týká emise STEELCOINŮ, což jsou převoditelné cenné papíry na doručitele ve formě tokenů ERC-20 na blockchainu "Ethereum", které nemají žádnou splatnost a nenesou žádný úrok, ale mohou být kdykoli vráceny buď podle volby držitele proti fyzickému vypořádání za určité množství ocelového zboží (snižující se v čase), nebo proti hoto- vostnímu vypořádání v EUR (dále jen " STEELCOINY " a každý z nich jednotlivě " STEELCOIN "). ISIN STEELCOINŮ je: ATSTEELCOIN5.
b)	Identifikační a kontaktní údaje emitenta, včetně jeho identifikátoru právnické osoby ("LEI").
	FS Steel-Products GmbH (" Emitent "; LEI: 529900OX94239BUDFN51), je společnost s ručením omezeným (<i>Gesellschaft mit beschränkter Haftung</i>), která byla založena a právoplatně existuje podle práva Rakouské republiky, se sídlem ve Vídni, Rakousko, a s centrálou na adrese Prater- straße 15/3/17, 1020 Vídeň, Rakousko (tel.: +43 50 5030; web: https://www.steel-coin.com). Emitent je zapsán v obchodním rejstříku (<i>Firmenbuch</i>) Obchodního soudu ve Vídni (<i>Handelsgericht Wien</i>) pod registračním číslem FN 579306 x. Působí také pod obchodním názvem STEEL- COIN.
c)	Identifikační a kontaktní údaje nabízejícího, včetně jeho LEI, pokud nabízející má právní subjektivitu, nebo osoby, která žádá o přijetí k obchodování na regulovaném trhu
	Viz položku A. b) tohoto souhrnu.
d)	Identifikační a kontaktní údaje příslušného orgánu, který schválil prospekt, a případně příslušného orgánu, který schválil registrační dokument nebo univerzální registrační dokument, pokud se liší
	Rakouský úřad pro finanční trh (<i>Finanzmarktaufsichtsbehörde</i> , " FMA "), Otto-Wag- ner-Platz 5, A-1090 Wien (tel.: +43 1 249 59-0; web: www.fma.gv.at) schválil tento Prospekt jako příslušný orgán pro Rakousko podle nařízení Evropského parlamentu a Rady (EU) 2017/1129 ze dne 14. června 2017 v platném znění (" Nařízení EU o prospektu ") a podle rakouského zákona o ka- pitálových trzích z roku 2019 (<i>Kapitalmarktgesetz 2019</i>).
e)	Datum schválení prospektu
	Tento Prospekt byl schválen dne 21. září 2022.

Část B – Klíčové informace o emitentovi

a) Kdo je emitentem cenných papírů?

Sídlo a právní forma, LEI, právo, podle kterého se řídí působení emitenta, a země, v níž byl založen

Viz položku A. b) tohoto souhrnu.

Hlavní činnosti

Mezi obchodní cíle (*Geschäftsgegenstand*) Emitenta uvedené v Třetí (*Drittens*) části jeho stanov (*Errichtungserklärung*) patří (přeloženo z originálu v němčině):

- obchodování s kovovým zbožím a stavebními materiály;
- veškeré transakce a opatření, které jsou nezbytné a užitečné pro dosažení předmětu podnikání společnosti a pro rozvoj a ekonomickou efektivitu společnosti.

Obchodování s ocelí a vydávání, jakož i plnění závazků souvisejících se STEELCOINY, je hlavním předmětem podnikání Emitenta. Strategickým cílem Emitenta je vytvořit nový aspekt klasického obchodování s ocelí prostřednictvím emise STEELCOINS, která je zajímavá jak z hlediska spekulací, tak z hlediska dosažení zajišťovacích efektů ze strany spotřebitelů oceli. Jako obchodník s ocelí může Emitent v rámci svých provozních činností obchodovat s produkty z oceli se třetími stranami (jinými velkoobchodníky, obchodníky, ocelárnami, velkými spotřebiteli oceli). Emitent má platnou obchodní licenci (Obchodní informační systém Rakouska [*Gewerbeinformationssystem Austria* – GISA] číslo 34882627). Emitent by se v budoucnosti mohl (ale není povinen) také zajistit proti růstu cen a rizikům a uzavírat odpovídající transakce. Emitent může v budoucnosti vybudovat nebo získat vlastní sklady a může také nabývat a prodávat společnosti nebo podíly ve společnostech. Obchodní aktivity Emitenta se neomezují pouze na evropský trh, ale mohou zahrnovat obchodní a podnikatelské partnery po celém světě. Na to, jak Emitent vykonává svoji činnost, bude mít významný vliv vývoj na trhu a tržní ceny. Kromě toho bude mít na obchodní rozhodnutí Emitenta vliv i vývoj STEELCOINŮ, počet vydaných STEELCOINŮ a chování investorů, pokud budou STEELCOINY vráceny. Emitent jako provozní subjekt není zavázán k žádné konkrétní strategii. Emitent zejména není povinen udržovat vlastní zásoby ocelářských (nebo jiných) produktů ani uplatňovat konkrétní investiční nebo zajišťovací strategii, ale může výnosy z emise použít podle vlastního uvážení na vlastní účet. Emitent může v budoucnosti změnit své podnikatelské aktivity a může – na základě vlastního uvážení a uvážení svého (výhradního) akcionáře – vykonávat další nebo jiné činnosti a/nebo se vzdát stávajících a/nebo plánovaných podnikatelských aktivit.

(Přímí a nepřímí) akcionáři

Výhradním akcionářem Emitenta je FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("FRANKSTAHL"), společnost s ručením omezeným (*Gesellschaft mit beschränkter Haftung*), zřízená a platně existující podle práva Rakouské republiky, se sídlem ve Vídni, Rakousko, na adrese Esteplatz 6, 1030 Vídeň, Rakousko, zapsaná v obchodním rejstříku (*Firmenbuch*) Obchodního soudu ve Vídni (*Handelsgericht Wien*) pod registračním číslem FN 142511 a.

Výhradním akcionářem společnosti FRANKSTAHL je Javor Unternehmensbeteiligungs-ges.m.b.H., společnost s ručením omezeným (*Gesellschaft mit beschränkter Haftung*), založená a platně existující podle práva Rakouské republiky, se sídlem ve Vídni, Rakousko, na adrese Esteplatz 6, 1030 Vídeň, Rakousko, zapsaná v obchodním rejstříku (*Firmenbuch*) Obchodního soudu ve Vídni (*Handelsgericht Wien*) pod registračním číslem FN 200305 t.

Jediným vlastníkem společnosti Javor Unternehmensbeteiligungs-ges.m.b.H. je pan Marcel Javor, narozen 17. října 1974, který je tak konečným vlastníkem Emitenta.

Vedení

Vedení Emitenta (*Geschäftsführung*) se v současné době skládá z následujících jednatelů (*Geschäftsführer*):

- Marcel Javor, narozen 17. října 1974; a
- Ronald Nagy, narozen 7. prosince 1973.

Totožnost statutárních auditorů

Emitent jmenoval společnost BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft se sídlem ve Vídni, Rakousko, na adrese Am Belvedere 4, 1100 Vídeň, Rakousko, zapsaná v obchodním rejstříku Obchodního soudu ve Vídni pod registračním číslem FN 96046 w ("**BDO**"), auditorem auditor (i) počáteční rozvahy Emitenta (*Eröffnungsbilanz*) ke dni 31. března 2022 ("**Počáteční rozvaha**") a (ii) nekonsolidované průběžné účetní závěrky ("**Účetní závěrka**") pro období začínající datem 1. dubna 2022 a končící datem 15. srpna 2022, přičemž oba dokumenty byly zpracovány v souladu s obecně uznávanými účetními zásadami v Rakousku ("**GAAP**"). Společnost BDO vydala k počáteční rozvaze výrok auditora bez výhrad s datem 26. srpna a k účetní závěrce rozvaze výrok auditora bez výhrad s datem 26. srpna.

Společnost BDO je členem Institutu veřejných auditorů v Rakousku. (*Institut der Wirtschaftsprüfer*) a Rakouské komory daňových poradců a auditorů (*Kammer der Steuerberater und Wirtschaftsprüfer*).

b) Jaké jsou klíčové finanční údaje o Emitentovi?

Údaje v níže uvedených tabulkách byly převzaty a jsou pouze shrnutím Počáteční rozvahy a Účetní závěrky za uvedená data/období. Údaje v níže uvedených tabulkách je nutno posuzovat číst společně s údaji obsaženými v celém Prospektu, zejména s údaji uvedenými v Počáteční rozvaze a Účetní závěrce, které jsou přiloženy v části VII (*Annexes*) tohoto Prospektu.

Výkaz zisků a ztrát (auditovaný)	1. dubna 2022 – 15. srpna 2022	
	(v €)	
Ostatní provozní náklady	- 11,617.16	
Provozní výsledek	- 11,617.16	
Výsledky hospodaření před zdaněním	- 11,617.16	
Výsledky hospodaření po zdanění	- 11,617.16	
Čistá ztráta za rok	- 11,617.16	
Akumulované ztráty	- 11,617.16	

Rozvaha (auditovaná)	15. srpna 2022	31. března 2022
	(v €)	
Aktiva		
<i>Krátkodobá aktiva</i>	1.790.182,84	100.000,00
Ostatní pohledávky a ostatní aktiva	1.359,50	0
Zůstatky u úvěrových institucí	1.788.823,34	100.000,00
Rozvaha celkem	1.790.182,84	100.000,00
Vlastní kapitál a závazky		
<i>Vlastní kapitál</i>	1.788.382,84	100.000,00
Základní kapitál	100.000,00	100.000,00
Kumulované ztráty	1.700.000,00	0
Základní kapitál	- 11.617,16	0
<i>Provize</i>	1.800,00	0
Ostatní provize	1.800,00	0
Rozvaha celkem	1.790.182,84	100.000,00

c) Jaká jsou klíčová rizika, která jsou specifická pro Emitenta?

Emitent je silně závislý na společnosti FRANKSTAHL.

Emitent nemá vlastní zaměstnance a nemusí být schopen vybudovat vlastní personál, zejména klíčové zaměstnance, a know-how potřebné pro svoji činnost.

Emitent nemusí být schopen získat ocelářské produkty potřebné pro plnění svých závazků ze STEELCOINY a/nebo jejich fyzické zajištění, a to vůbec (riziko dostupnosti), a/nebo za komerčně přiměřených podmínek (riziko kolísání cen).

Emitent nemusí být schopen dodat ocelové produkty v rámci opce na ocelové produkty z důvodu nedostupnosti ocelových produktu nebo z důvodu, že Emitent nedodá ocelové produkty včas nebo vůbec.

Schopnost Emitenta uhradit peněžní vypořádání v rámci peněžní opce není zajištěna.

Část C – Klíčové informace o cenných papírech

a) Jaké jsou hlavní rysy cenných papírů?

Typ, třída a ISIN STEELCOINŮ

STEELCOINY jsou převoditelné cenné papíry na doručitele s ISIN ATSTEELCOIN5, které jsou vydávány v podobě tokenů ERC-20 na blockchainu "Ethereum" ("**Blockchain**"). Neexistují žádné různé třídy STEELCOINŮ.

Měna, nominální hodnota, jmenovitá hodnota, počet vydaných cenných papírů a doba platnosti cenných papírů

STEELCOINY nemají vazbu na konkrétní měnu. Emise STEELCOINŮ se však uskutečňuje proti platbě v eurech.

Minimální nominální hodnota (= nejmenší převoditelná jednotka) STEELCOINU je 0,000000000000000001 STEELCOINU. Nejmenší jednotka STEELCOINU, kterou lze od Emitenta upsat, je však 0,0001 STEELCOINU. Pro vrácení STEELCOINŮ Emitentovi je pro peněžní opci zapotřebí alespoň 0,01 STEELCOINU (podle definice v části "Práva spojená se STEELCOINY" níže) nebo jeden (1) STEELCOIN pro opci na ocelové zboží (podle definice v části "Práva spojená se STEELCOINY" níže).

STEELCOINY nemají nominální hodnotu.

Na základě tohoto Prospektu bude vydáno až 18.000 STEELCOINŮ. V budoucnosti mohou být vydány další STEELCOINY.

STEELCOINY nemají žádnou konkrétní dobu splatnosti. Počínaje 2. lednem 2023 se však množství oceli (definované níže v části "Práva spojená se STEELCOINY") každoročně sníží o 3 % (počítáno na denní bázi v porovnání s předchozím dnem; tj. regresivní snížení). Tak například k 31. prosinci 2022 činí množství oceli přibližně 395,69 kg (v porovnání s 1.814,39 kg do 1. ledna 2023 včetně). V rámci opce na ocelové zboží to má za následek snížení hmotnosti ocelového zboží, které lze získat na jeden STEELCOIN (nebo zvýšení počtu STEELCOINŮ nutných k získání určitého množství ocelového zboží). V případě peněžní opce to představuje faktor, který snižuje výši výplaty.

Práva spojená se STEELCOINY

STEELCOINŮ lze kdykoli podle volby držitele vrátit Emitentovi buď proti určitému množství konkrétního fyzického ocelového zboží v kg ("**Opce na ocelové zboží**"), nebo proti hotovostnímu vypořádání v eurech ("**Peněžní opce**").

Opce na ocelové zboží i peněžní opce jsou vázány na určitou hmotnost ocelového zboží, která se v průběhu času snižuje následujícím způsobem (každé takové množství se označuje jako "**Množství oceli**"): Do 1. ledna 2023 (včetně) činí množství oceli 1.814,39 kg ocelového zboží za jeden STEELCOIN; počínaje 2. lednem 2023 se množství oceli bude průběžně snižovat o 3 % ročně, přičemž snížení hmotnosti se uplatňuje denně, v důsledku čehož se počínaje 2. lednem 2023 množství oceli sníží každý den vynásobením množství oceli z předchozího dne číslem $0,97^{(1/365)}$ (resp. v přestupných letech: množství oceli se sníží vynásobením množství oceli z předchozího dne číslem $0,97^{(1/366)}$).

V rámci opce na ocelové zboží lze z výběru určitého ocelového zboží vybrat konkrétní počet tohoto ocelového zboží. Následně musí být Emitentovi vrácen takový počet STEELCOINŮ, jehož

	<p>souhrnné množství oceli ke dni uplatnění opce odpovídá skutečné souhrnné hmotnosti vybraného ocelového zboží. Vybrané ocelové zboží musí být následně vyzvednuto na vybraných odběrných místech. V rámci opce na ocelové zboží musí být vrácen alespoň jeden (1) STEELCOIN.</p> <p>Peněžní vyrovnání (v eurech) splatné v rámci peněžní opce ("Prodejní cena") se vypočítá vynásobením příslušného množství oceli v den uplatnění peněžní opce a "Hodnoty hotového ocelového zboží". Hodnota hotové oceli je faktor, který <i>mimo jiné</i> zohledňuje určité průměrné ceny, za které společnosti RANKSTAHL a/nebo Emitent a/nebo jiní místní nebo mezinárodní obchodníci s ocelí zadali objednávky na nákup zásob určitých skupin hotových ocelových produktů v období 64 kalendářních dnů před uplatněním peněžní opce, a vypočítá se podle složitějšího vzorce. Prodejní cena je denominována v eurech. Investoři mohou navrhnout vyšší prodejní cenu, za kterou chtějí STEELCOINY vrátit, a to tak, že takovou cenu navrhnou prostřednictvím webových stránek. Emitent však není povinen takovou vyšší prodejní cenu akceptovat. V rámci peněžní opce musí být vráceno alespoň 0,01 STEELCOINU.</p> <p>Práva spojená se STEELCOINY lze uplatňovat pouze prostřednictvím webových stránek Emitenta https://www.steelcoin.com ("Webové stránky").</p> <p>Bez prioritizace</p> <p>STEELCOINY jsou přímými, nezajištěnými, nepodřízenými závazky Emitenta vůči investorům, které mají stejné pořadí (<i>pari passu</i>) mezi sebou a se všemi ostatními nezajištěnými závazky Emitenta, pokud tyto ostatní závazky Emitenta nemají výslovně přednost před pohledávkami investorů podle platných právních předpisů, zejména insolvenčních zákonů.</p> <p>V případě platební neschopnosti Emitenta mají investoři pouze práva věřitele. Investoři nemají nárok na oddělení nebo separaci a jejich pohledávky vůči Emitentovi rovněž nejsou přednostní a nejsou zajištěné.</p> <p>Převoditelnost</p> <p>STEELCOINY podléhají platným zákonům a předpisům a obecně jsou volně převoditelné. Převádět lze i zlomky STEELCOINŮ, přičemž nejmenší zlomek musí činit 0,000000000000000001 STEELCOINU. Jakýkoli převod STEELCOINU (nebo jeho zlomku) však vyžaduje převod v Blockchainu ("Převod"). Jakýkoli převod, včetně zejména uplatnění opce na ocelové zboží nebo peněžní opce, vygeneruje "Poplatky za plyn", které investor uhradí v etherech (ETH, nativní měna Blockchainu). Pokud tedy chce investor provést převod, musí mít odpovídající množství ETH, aby mohl uhradit poplatky za plyn vzniklé v souvislosti s převodem. Emitent nemá na výši splatných poplatků za plyn žádný vliv.</p>
b)	<p>Kde se bude s cennými papíry obchodovat?</p> <p>Ke dni vyhotovení Prospektu Emitent nemá v úmyslu zřídit trh, na kterém by STEELCOINY mohly být investory obchodovány, ani iniciovat vznik takového trhu a ani požádat o přijetí STEELCOINŮ k obchodování na regulovaném trhu, v mnohostranném obchodním systému, v organizovaném obchodním systému nebo na jiném trhu podléhajícím obdobné regulaci. Emitent si však vyhrazuje právo učinit tak v budoucnosti.</p>
c)	<p>Je s cennými papíry spojena nějaká záruka?</p> <p>Se STEELCOINY není spojena žádná záruka.</p>
d)	<p>Jaká jsou klíčová rizika, která jsou specifická pro cenné papíry?</p> <p>Prodejní cena nemusí odrážet vývoj cen na trzích s ocelí.</p> <p>Prodejní cena bude volatilní.</p> <p>Zájemci z řad investorů by se mohli při určování nabídkové upisovací ceny mýlit ohledně současné hodnoty STEELCOINU nebo jeho budoucího vývoje.</p> <p>Upisovací cena může být v době úpisu výrazně vyšší než prodejní cena. Emitent nemusí být schopen vypočítat hodnotu hotového ocelového zboží, a tedy ani prodejní cenu.</p> <p>Investor by mohl ztratit přístup ke svým STEELCOINŮM v důsledku ztráty peněženky a/nebo soukromého klíče investora (přístupu k ní/němu/nim).</p>

Ztráta soukromého klíče Emitenta by měla za následek ztrátu provozní schopnosti Emitenta a/nebo ztrátu kontroly nad funkcemi inteligentního kontraktu, který je základem pro STEELCOINY.

STEELCOINY by mohly padnout za oběť hackerům.

STEELCOINY by mohly být ztraceny v důsledku "konečnosti" Blockchainu.

STEELCOINY mohou být ztraceny kvůli softwarovým zranitelnostem základní softwarové aplikace, podkladového inteligentního kontraktu a infrastruktury Blockchainu (tj. síť Ethereum).

Část D – Klíčové informace o veřejné nabídce cenných papírů a/nebo o jejich přijetí obchodování na regulovaném trhu

a) Za jakých podmínek a v jakém časovém harmonogramu mohu do tohoto cenného papíru investovat?

STEELCOINY (nebo jejich zlomky; minimální zlomek: mohou zájemci z řad investorů upisovat od data zahájení emise, které se očekává mezi 22. zářím 2022 a 30. zářím 2022 (vždy včetně daného dne) a které Emitent zveřejní na svých webových stránkách, až do konce platnosti tohoto Prospektu, tj. nejpozději dne 21. září 2023. Emitent si vyhrazuje právo kdykoli zkrátit nebo ukončit nabídkové období na základě vlastního uvážení (zejména v případě úplného umístění STEELCOINŮ). Proces upisování probíhá výhradně elektronicky prostřednictvím webových stránek.

Emisní kurz STEELCOINŮ není pevně stanoven. Zájemce o úpis musí spíše učinit nabídku ("**Nabídka investora**") na úpis (zlomek) jednoho nebo více STEELCOINŮ ("**Nabízené STEELCOINY**") za částku v eurech za STEELCOIN stanovenou zájemcem o úpis ("**Nabízená upisovací cena**"), která nesmí přesáhnout 5.400 eur za STEELCOIN (maximální emisní cena STEELCOINU). Nabízená upisovací cena vynásobená nabízenými STEELCOINY musí činit alespoň 50 eur (minimální výše investice na nabídku úpisu) a nejmenší zlomek, který lze upsat, je 0,0001 STEELCOINU.

Emitent může dle vlastního uvážení nabídku investora zcela nebo zčásti (tj. pouze se sníženým počtem STEELCOINŮ nebo jejich zlomek, nikoli však za jinou cenu, než je Nabízená upisovací cena) přijmout, nebo ji okamžitě odmítnout.

Pokud je Nabídka investora Emitentem přijata (zcela nebo zčásti) ("**Nabídka úpisu**"), zájemce o úpis upíše takový počet STEELCOINŮ (nebo zlomek STEELCOINU), který Emitent akceptoval ("**Akceptované STEELCOINY**") a musí neprodleně uhradit částku vypočtenou vynásobením počtu akceptovaných STEELCOINŮ Nabízenou upisovací cenou ("**Částka úpisu**"), a to jedním z nabízených způsobů platby. Až na určité výjimky musí všechny platby Emitentovi pocházet z účtů v rámci Evropské unie a/nebo Evropského hospodářského prostoru.

Po úplném uhrazení Částky úpisu je zájemce o úpis požádán, aby v Blockchainu uvedl veřejnou adresu, na kterou budou akceptované STEELCOINY převedeny ("**Doručovací adresa**"), a může dát Emitentovi pokyn k vydání akceptovaných STEELCOINŮ. Do 24 hodin od okamžiku, kdy Emitent obdrží Doručovací adresu, Emitent vydá Akceptované STEELCOINY tak, že je vyrazí v Blockchainu a následně převede na Doručovací adresu ("**Vydání akceptovaných STEELCOINŮ**"). Poplatek za vydání akceptovaných STEELCOINŮ (poplatek za plyn) splatný v nativní měně Blockchainu Ether [ETH] hradí Emitent.

Vydání akceptovaných STEELCOINŮ zájemci o úpis je podmíněno předchozím uhrazením celé Částky úpisu. Pokud nedojde k úhradě celé Částky úpisu ve lhůtě uvedené pro takovou úhradu na webových stránkách, bude příslušná Nabídka úpisu zrušena. Pokud dojde z jakéhokoli důvodu k odvolání nebo zrušení úhrady Částky úpisu, musí investor vrátit Emitentovi akceptované STEELCOINY a Emitent příslušné akceptované STEELCOINS spálí do sedmi (7) dnů od jejich obdržení.

Emitent odhaduje, že celkové náklady na emisi budou činit až 2.000.000 eur.

Investoři mohou být při úhradě Částky úpisu Emitentovi vyzváni k úhradě obvyklých transakčních poplatků.

	K datu vydání tohoto Prospektu Emitent neuzavřel žádné smlouvy o distribuci, ale může je uzavřít v budoucnosti.
b)	Kdo je předkladatelem nabídky a/nebo osobou žádající o přijetí k obchodování? STEELCOINY nabízí Emitent. STEELCOINY nejsou přijaty k obchodování na regulovaném trhu. Viz položku C. b) tohoto souhrnu.
c)	Proč se tento Prospekt připravuje? Tento Emitent má v úmyslu veřejně nabízet STEELCOINY, které jsou cennými papíry ve smyslu článku 2, písm. a) nařízení EU o prospektu a ve smyslu článku 2, písm. d) nařízení EU o prospektu (" Nabídka "). Celková hodnota nabídky pravděpodobně překročí prahové hodnoty stanovené v článku 1, odst. 3 Nařízení EU o prospektu a v § 12 rakouského zákona o kapitálových trzích z roku 2019 (<i>Kapitalmarktgesetz 2019</i>). Výjimka podle čl. 1, odst. 4 Nařízení EU o prospektu se neuplatní. Emitent tedy předloží nabídku až po předchozím zveřejnění tohoto Prospektu. Čistý výtěžek získaný prostřednictvím nabídky bude použit na běžnou obchodní činnost Emitenta s cílem vytvářet vlastní zisk v rámci obchodování s ocelí nebo jinými činnostmi podle vlastního uvážení Emitenta. Investoři nemají na těchto ziscích podíl, neboť STEELCOINY jsou přímými, nezajištěnými a nepodřízenými závazky Emitenta. Provozní činnosti Emitenta mohou zahrnovat obchodování s produkty z oceli s třetími stranami (jinými velkoobchodníky, obchodníky, ocelárnami, velkými spotřebiteli oceli) a/nebo nákup zásob oceli a/nebo podílů ve společnostech, přičemž Emitent může rovněž držet likviditu ve formě bankovních účtů a nástrojů peněžního trhu a nemusí použít celý výnos z emise. Emitent však může rovněž vykonávat další nebo jiné podnikatelské aktivity a rovněž se v budoucnosti vzdát svých stávajících a/nebo plánovaných aktivit. Vzhledem k tomu, že Emitent nemůže určit cenu, za kterou budou STEELCOINY vydány (viz položku D.a) tohoto souhrnu), a tato cena se může v čase výrazně měnit, není možné, aby Emitent spolehlivě odhadl výnos emise až 18 000 STEELCOINŮ, která je předmětem tohoto Prospektu. Teoretický maximální možný výnos emise, tj. pokud by všech 18.000 STEELCOINŮ podle tohoto Prospektu bylo akceptováno za maximální emisní cenu 5.400 eur za jeden STEELCOIN, by činil 97,2 milionu eur v hrubém vyjádření, resp. při zohlednění výše uvedených odhadovaných celkových nákladů 95,2 milionu eur v čistém vyjádření. Investoři/držitelé STEELCOINŮ nemají podíl na výnosech z provozní činnosti Emitenta. Nabídka není předmětem smlouvy o úpisu na základě pevného závazku: Emitent bude STEELCOINY vydávat výhradně sám, a to přímo prostřednictvím webových stránek. Marcel Javor, jeden z jednatelů (<i>Geschäftsführer</i>) Emitenta, je zároveň jednatelem jediného akcionáře Emitenta, společnosti FRANKSTAHL, a (nepřímo) jediným konečným vlastníkem Emitenta a společnosti FRANKSTAHL. Mezi Emitentem, jeho akcionářem FRANKSTAHL a jeho jediným skutečným konečným vlastníkem tak může docházet ke střetům zájmů.

Annex Y

Maltese translation / Traduzzjoni bil-Malti

I. SOMMARJU

Taqsim A – Introduzzjoni, li fiha t-twissijiet	
<p><i>Dan is-sommarju għandu jinqara bħala introduzzjoni għal dan il-Prospett (kif definit hawn taħt). Kwalunkwe deċiżjoni ta' investiment fit-titoli għandha tiġi bbażata fuq konsiderazzjoni ta' dan il-Prospett sħiħ mill-investitur. L-investituri fit-titoli jistgħu jitilfu l-kapital investit kollu jew parti minnu. Meta pretensjoni relatata mal-informazzjoni li tinsab f'dan il-Prospett titressaq quddiem il-qorti, l-investitur attur jista', skont il-liġi nazzjonali, jkollu jgarrab l-ispejjeż tat-traduzzjoni ta' dan il-Prospett qabel ma jinbdew il-proċeduri legali. Ir-responsabbiltà ċivili għandha x'taqsam biss ma' dawk il-persuni li jkunu pprezentaw dan is-sommarju, inkluża kwalunkwe traduzzjoni tiegħu, iżda biss fejn dan is-sommarju jkun qarrieqi, inezatt jew inkonsistenti, meta jinqara flimkien mal-partijiet l-oħra ta' dan il-Prospett, jew fejn dan ma jipprovdix, meta jinqara flimkien mal-partijiet l-oħra ta' dan il-Prospett, informazzjoni ewlenija sabiex jgħin lill-investituri meta jiġu biex jikkunsidraw jekk jinvestux fit-titoli.</i></p>	
a)	<p>L-Isem u n-Numri Internazzjonali għall-Identifikazzjoni tat-Titoli ("ISIN") tat-titoli</p> <p>Dan il-prospett ("Prospett") jirrigwarda l-ħruġ ta' STEELCOINS li huma titoli anonimi trasferibbli fil-forma ta' tokens ERC-20 fuq il-blockchain "Ethereum" li m'għandhom l-ebda maturità u lanqas imgħax, iżda jistgħu jiġu rritornati fi kwalunkwe ħin jew skont l-għażla tad-detentur għal saldu fiżiku kontra ċertu ammont ta' oġġetti tal-azzar (li jonqos maż-żmien) jew għal saldu fi flus kontanti f'EUR ("STEELCOINS", u kull waħda "STEELCOIN"). L-ISIN tal-STEELCOINS huwa: ATSTEELCOIN5.</p>
b)	<p>L-identità u d-dettalji tal-emittent, inkluż l-identifikatur ta' entità ġuridika ("LEI") tiegħu</p> <p>FS Steel-Products GmbH ("Emittent"; LEI: 529900OX94239BUDFN51), hija kumpanija b'responsabbiltà limitata (<i>Gesellschaft mit beschränkter Haftung</i>) inkorporata u validament eżistenti skont il-liġijiet tar-Repubblika tal-Awstrija, bis-sede registrat tagħha fi Vjenna, l-Awstrija, u l-uffiċċju registrat tagħha f'Praterstraße 15/3/17, 1020 Vjenna, l-Awstrija (telefown: +43 50 5030; sit web: https://www.steelcoin.com). L-Emittent huwa registrat fir-Registru Kummerċjali (<i>Firmenbuch</i>) tal-Qorti Kummerċjali ta' Vjenna (<i>Handelsgericht Wien</i>) bin-numru ta' registrazzjoni FN 579306 x. Huwa jopera wkoll taħt l-isem kummerċjali STEELCOIN.</p>
c)	<p>L-identità u d-dettalji ta' kuntatt tal-offerent, inkluż il-LEI tiegħu jekk l-offerent ikollu personalità ġuridika, jew tal-persuna li titlob l-ammissjoni għall-kummerċ f'suq regolat</p> <p>Ara l-punt A.b) ta' dan is-Sommarju.</p>
d)	<p>L-identità u d-dettalji tal-kuntatt tal-awtorità kompetenti li tapprova l-prospett u, meta differenti, l-awtorità kompetenti li approvat id-dokument tar-registrazzjoni jew id-dokument tar-registrazzjoni universali</p> <p>L-Awtorità tas-Suq Finanzjarju Awstrijak (<i>Finanzmarktaufsichtsbehörde</i>, l-"FMA"), Otto-Wagner-Platz 5, A-1090 Vjenna (telefown: +43 1 249 59-0; sit web: www.fma.gv.at) approvat dan il-Prospett fil-kapaċità tagħha bħala awtorità kompetenti għall-Awstrija skont ir-Regolament (UE) 2017/1129 tal-Parlament Ewropew u tal-Kunsill tal-14 ta' Ġunju 2017, kif emendat (ir-"Regolament tal-UE dwar il-Prospett") u skont l-Att dwar is-Swieq Kapitali Awstrijaċi 2019 (<i>Kapitalmarktgesetz 2019</i>).</p>
e)	<p>Id-data tal-approvazzjoni tal-prospett</p> <p>Dan il-Prospett ġie approvat fis-21 ta' Settembru 2022.</p>

Taqsimha B – Informazzjoni ewlenija dwar l-Emittent

a) Min hu l-Emittent tat-titoli?

Id-domicilju u l-forma ġuridika, il-LEI, il-liġi li taħtha jopera l-Emittent u l-pajjiż ta' inkorporazzjoni tiegħu

Ara l-punt A.b) ta' dan is-Sommarju.

L-attivitajiet prinċipali

L-għanijiet kummerċjali tal-Emittent (*Geschäftsgegenstand*) kif iddikjarati taħt it-Tielet (*Drittens*) Artikolu tal-istatut tiegħu (*Errichtungserklärung*) jinkludu (tradotti mill-original bil-Ġermaniż):

- il-kummerċ f'oġġetti tal-metall u materjali tal-bini;
- kull tranżazzjoni u miżura meħtieġa u utli għall-kisba tal-għan tal-kumpanija u għall-iżvilupp u l-effiċjenza ekonomika tal-kumpanija.

L-għan kummerċjali ewleni tal-Emittent huwa l-kummerċ fl-azzar u l-ħruġ kif ukoll it-twettiq tal-obbligazzjonijiet tal-Emittent relatati mal-iSTEELCOINS. L-għan strateġiku tal-Emittent huwa li jstabbilixxi aspekk ġdid tal-kummerċ tradizzjonali fl-azzar bil-ħruġ ta' STEELCOINS, li huwa ta' interess kemm għall-ispekulazzjoni kif ukoll biex jinkisbu effetti ta' hheggjar mill-konsumaturi tal-azzar. Bħala negozjant fl-azzar, l-attivitajiet operazzjonali tal-Emittent jinkludu l-kummerċ fi prodotti tal-azzar ma' partijiet terzi (bejjiegħa bl-ingrossa oħrajn, kummerċjanti, fabbriki tal-azzar, konsumaturi ewlenin tal-azzar). L-Emittent għandu liċenzja kummerċjali valida (Sistema ta' Informazzjoni dwar il-Kummerċ tal-Awstrija [*Gewerbeinformationssystem Austria* – GISA] numru 34882627). L-Emittent jista' wkoll (iżda mhuwiex obligat li) jiħheggja kontra židiet fil-prezzijiet u riskji fil-futur, u jidhol fi tranżazzjonijiet korrispondenti. L-Emittent jista' jibni jew jakkwista l-imħażen tiegħu stess fil-futur u jista' wkoll jakkwista u jiddisponi minn kumpaniji jew interessi f'kumpaniji. L-attivitajiet kummerċjali tal-Emittent mhumiex limitati għas-suq Ewropew iżda jistgħu jinkludu shab kummerċjali u negozjanti madwar id-dinja. L-iżviluppi tas-suq u l-prezzijiet tas-suq se jkollhom impatt sinifikanti fuq kif l-Emittent iwettaq in-negozju tiegħu. Minbarra dan, l-iżvilupp tal-iSTEELCOIN u l-għadd ta' STEELCOINS maħruġa, kif ukoll l-imġiba tal-investituri meta l-iSTEELCOINS jiġu rritornati wkoll se jaffettwaw id-deċiżjonijiet kummerċjali tal-Emittent. Bħala entità operattiva, l-Emittent mhuwiex marbut b'xi strateġija speċifika. B'mod partikolari, l-Emittent m'għandu l-ebda obbligu li jżomm stokk proprju tal-azzar (jew ta' prodotti oħrajn) jew li japplika strateġija speċifika ta' investiment jew ta' hheggjar iżda huwa liberu li juża d-dhul mill-ħruġ kif jidhirlu l-aħjar għan-nom tiegħu. Fil-futur l-Emittent jista' jibdel l-attivitajiet kummerċjali tiegħu u jista', fid-diskrezzjoni unika tiegħu u fid-diskrezzjoni tal-azzjonist (uniku) tiegħu, iwettaq attivitajiet addizzjonali jew oħrajn u/jew iċedi l-attivitajiet kummerċjali attwali u/jew ippjanati tiegħu

L-Azzjonisti (Diretti u Indiretti)

L-azzjonist uniku tal-Emittent huwa FRANKSTAHL Rohr- und Stahlhandelsgesellschaft m.b.H. ("**FRANKSTAHL**"), kumpanija b'responsabbiltà limitata (*Gesellschaft mit beschränkter Haftung*) inkorporata u validament eżistenti skont il-liġijiet tar-Repubblika tal-Awstrija, bis-sede registrat tagħha fi Vjenna, l-Awstrija, u l-uffiċċju registrat tagħha f'Esteplatz 6, 1030 Vjenna, l-Awstrija, registrata fir-Registru Kummerċjali (*Firmenbuch*) tal-Qorti Kummerċjali ta' Vjenna (*Handelsgericht Wien*) bin-numru ta' registrazzjoni FN 142511 a.

L-uniku azzjonist ta' FRANKSTAHL huwa Javor Unternehmensbeteiligungsges.m.b.H., kumpanija b'responsabbiltà limitata (*Gesellschaft mit beschränkter Haftung*) inkorporata u validament eżistenti skont il-liġijiet tar-Repubblika tal-Awstrija, bis-sede registrat tagħha fi Vjenna, l-Awstrija, u l-uffiċċju registrat tagħha f'Esteplatz 6, 1030 Vjenna, l-Awstrija, registrata fir-Registru Kummerċjali (*Firmenbuch*) tal-Qorti Kummerċjali ta' Vjenna (*Handelsgericht Wien*) bin-numru ta' registrazzjoni FN 200305 t.

Javor Unternehmensbeteiligungsges.m.b.H. hija proprjetà sħiħa tas-Sur Marcel Javor, li tweled fis-17 ta' Ottubru 1974, li għalhekk huwa s-sid benefiċjarju aħħari tal-Emittent.

Maniġment

Il-maniġment tal-Emittent (*Geschäftsführung*) attwalment jikkonsisti fid-diretturi maniġerjali li ġejjin (*Geschäftsführer*):

- Marcel Javor, li twieled fis-17 ta' Ottubru 1974; u
- Ronald Nagy, li twieled fis-7 ta' Diċembru 1973.

L-identità tal-awdituri statutorji

L-Emittent ħatar lil BDO Austria GmbH Wirtschaftsprüfungs- und Steuerberatungsgesellschaft bis-sede registrat tagħha fi Vjenna, l-Awstrija, u l-uffiċċju registrat tagħha f'Am Belvedere 4, 1100 Vjenna, l-Awstrija, registrata fir-Registru Kummerċjali ta' Vjenna bin-numru ta' registrazzjoni FN 96046 w ("BDO"), bħala l-awditur (i) tal-karta tal-bilanċ tal-ftuħ (*Eröffnungsbilanz*) tal-Emittent fil-31 ta' Marzu 2022 ("Karta tal-Bilanċ tal-Ftuħ") u (ii) tad-dikjarazzjonijiet finanzjarji interim mhux konsolidati ("Dikjarazzjonijiet Finanzjarji") fi, u għall-perjodu li jibda mill-1 ta' April 2022 u li jintemm fil-15 ta' Awwissu 2022, it-tnejn ippreparati f'konformità mal-principji tal-kontabilità generalment aċċettati ("GAAP") fl-Awstrija. BDO ħarget opinjoni tal-awditjar mhux kwalifikata datata s-26 ta' Awwissu 2022 dwar il-Kartatal-Bilanċ tal-Ftuħ u opinjoni tal-awditjar mhux kwalifikata datata s-26 ta' Awwissu 2022 dwar id-Dikjarazzjonijiet Finanzjarji. BDO hija membru kemm tal-Istitut tal-Awdituri Pubbliċi fl-Awstrija (*Institut der Wirtschaftsprüfer*) kif ukoll tal-Kamra tal-Konsulenti tat-Taxxa u l-Awdituri Awstrijaka (*Kammer der Steuer-berater und Wirtschaftsprüfer*).

b) X'inhil l-informazzjoni finanzjarja ewlenija li tirrigwarda l-emittent?

L-informazzjoni fit-tabelli li ġejjin ittiehdet mill-Karta tal-Bilanċ tal-Ftuħ u mid-Dikjarazzjonijiet Finanzjarji għad-dati/għall-perjodi indikati u hija biss sommarju tagħhom. L-informazzjoni fit-tabelli li ġejjin għandha tingara flimkien mal-informazzjoni li tinsab fil-Prospett sħiħ, b'mod partikolari l-informazzjoni fil-Karta tal-Bilanċ tal-Ftuħ u d-Dikjarazzjonijiet Finanzjarji inkluża fil-Parti VII (*Annexes*) ta' dan il-Prospett.

Rapport tal-Introjtu (awditjat)	1 ta' April 2022 – 15 ta' Awwissu 2022	
	(f'€)	
Spiza operatorja oħra		- 11.617,16
Introjtu operatorju		- 11.617,16
Introjtu qabel it-taxxi		- 11.617,16
Introjtu wara t-taxxi		- 11.617,16
Telf nett għas-sena		- 11.617,16
Telf akkumulat		- 11.617,16

Karta tal-Bilanċ (awditjata)	15 ta' Awwissu 2022	31 ta' Marzu 2022
	(f'€)	
Assi		
<i>Assi Kurrenti</i>	1.790.182,84	100.000,00
Riċevibbli u assi oħrajn	1.359,50	0
Bilanċi ma' istituzzjonijiet ta' kreditu	1.788.823,34	100.000,00
Karta tal-Bilanċ Totali	1.790.182,84	100.000,00
Ekwiżità u obbligazzjonijiet		
<i>Ekwiżità</i>	1.788.382,84	100.000,00
Kapital azzjonarju	100.000,00	100.000,00
Riżervi kapitali	1.700.000,00	0
Telf Akkumulat	- 11.617,16	0
<i>Provvedimenti</i>	1.800,00	0
Provvedimenti oħrajn	1.800,00	0

	Karta tal-Bilanċ Totali	1.790.182,84	100.000,00
c)	X'inhuma r-riskji ewlenin li huma speċifiċi għall-emittent?		
	<p>L-Emittent huwa dipendenti ħafna fuq FRANKSTAHL</p> <p>L-Emittent m'għandux il-persunal tiegħu stess u jista' ma jkunx kapaċi jiffirma l-persunal tiegħu stess, b'mod partikolari persunal ewlieni, u jiżviluppa l-għarfien meħtieġ għall-operazzjonijiet tiegħu</p> <p>L-Emittent jista' ma jkunx kapaċi bl-ebda mod jakkwista l-prodotti tal-azzar meħtieġa biex jissodisfa l-obbligi tiegħu skont l-iSTEELCOINS u/jew l-iħhegġjar fiżiku (riskju ta' disponibbiltà) u/jew f'termini kummerċjalment raġonevoli (riskju tal-volatilità tal-prezzijiet)</p> <p>L-Emittent jista' ma jkunx kapaċi jikkonsenja l-oġġetti tal-azzar skont l-Opzjoni ta' Oġġetti tal-Azzar minħabba n-nuqqas ta' disponibbiltà ta' oġġetti tal-azzar jew in-nuqqas tal-Emittent li jipprovdi oġġetti tal-azzar fil-ħin jew għalkollox</p> <p>Il-kapaċità tal-Emittent li jhallas is-saldu fi flus skont l-Opzjoni ta' Flus Kontanti mhijiex garantita</p>		

Taqsimi C – Informazzjoni ewlenija dwar it-titoli	
a)	X'inhuma l-karatteristiċi ewlenin tat-titoli?
	<p>It-tip, il-klassi u l-ISIN tal-iSTEELCOINS</p> <p>L-iSTEELCOINS huma titoli anonimi trasferibbli bl-ISIN ATSTEELCOIN5 li jinħarġu fil-forma ta' tokens ERC-20 fuq il-blockchain "Ethereum" ("Blockchain"). M'hemmx klassijiet differenti ta' STEELCOINS.</p> <p>Il-valuta, id-denominazzjoni, il-valur nominali, in-numru ta' titoli maħruġa u t-terminu tat-titoli</p> <p>L-iSTEELCOINS m'għandhomx valuta speċifika. Madankollu, il-ħruġ ta' STEELCOINS isir kontra ħlas f'euro.</p> <p>Id-denominazzjoni minima (= l-iżgħar unità trasferibbli) ta' STEELCOIN hija 0,000000000000000001 STEELCOIN. Madankollu, l-iżgħar unità ta' STEELCOIN li tista' tiġi sottoskritta mill-Emittent hija 0,0001 STEELCOIN. Għar-ritorn ta' STEELCOINS lill-Emittent huma meħtieġa mill-inqas 0,01 STEELCOIN għall-Opzjoni ta' Flus Kontanti (kif definita fit-Taqsima "<i>Drittijiet marbuta mal-iSTEELCOINS</i>" hawn taħt) jew STEELCOIN waħda (1) għall-Opzjoni ta' Oġġetti tal-Azzar (kif definita fit-Taqsima "<i>Drittijiet marbuta mal-iSTEELCOINS</i>" hawn taħt).</p> <p>L-iSTEELCOINS m'għandhomx valur nominali.</p> <p>Taħt dan il-Prospett se jinħarġu sa 18.000 STEELCOINS. Fil-futur jistgħu jinħarġu STEELCOINS oħrajn.</p> <p>L-iSTEELCOINS m'għandhomx terminu jew maturità speċifika. Madankollu, mit-2 ta' Jannar 2023 l-Ammont ta' Azzar (definit fit-Taqsima "<i>Drittijiet marbuta mal-iSTEELCOINS</i>" hawn taħt) se jitnaqqas bi 3 % kull sena (ikkalkolat kuljum meta mqabbel mal-ġurnata ta' qabel; jiġifieri, tnaqqis digressiv). Għalhekk, pereżempju, fil-31 ta' Diċembru 2022 l-Ammont ta' Azzar se kun madwar 395,69 kg (meta mqabbel ma' 1.814,39 kg sal-1 ta' Jannar 2023, din id-data inkluża). Taħt l-Opzjoni ta' Oġġetti tal-Azzar, dan għandu l-effett li jnaqqas il-piż tal-oġġetti tal-azzar li jistgħu jinkisbu għal kull STEELCOIN (jew li jżid l-għadd ta' STEELCOINS meħtieġa biex jinkiseb ċertu ammont ta' oġġetti tal-azzar. Taħt l-Opzjoni ta' Flus Kontanti, dan jikkostitwixxi fattur li jnaqqas l-ammont tal-iżborż.</p> <p>Drittijiet marbuta mal-iSTEELCOINS</p> <p>L-iSTEELCOINS jistgħu jiġu rritornati fi kwalunkwe ħin lill-Emittent meta jagħzel li jagħmel dan id-detentur jew għal ċertu ammont ta' oġġetti tal-azzar fiżiċi speċifiċi f'kg ("Opzjoni ta' Oġġetti tal-Azzar") jew għal saldu fi flus kontanti f'euro ("Opzjoni ta' Flus Kontanti"). Kemm l-Opzjoni ta' Oġġetti tal-Azzar kif ukoll l-Opzjoni ta' Flus Kontanti huma marbuta ma' ċertu piż ta' oġġetti tal-azzar, li maż-żmien jonqos kif ġej (kull tali ammont l-"Ammont ta'</p>

Azzar): Sal-1 ta' Jannar 2023 (din id-data inkluża), l-Ammont ta' Azzar huwa 1.814,39 kg ta' oġġetti tal-azzar għal kull STEELCOIN; mit-2 ta' Jannar 2023, l-Ammont ta' Azzar se jonqos kontinwament bi 3 % fis-sena, b'dan it-tnaqqis fil-piż jiġi applikat kuljum bil-konsegwenza li mit-2 ta' Jannar 2023, l-Ammont ta' Azzar jitnaqqas kuljum billi l-Ammont ta' Azzar tal-jum ta' qabel jiġi mmultiplikat b' $0,97^{(1/365)}$ ' (rispettivament fis-snin biżestili: l-Ammont ta' Azzar jitnaqqas billi l-Ammont ta' Azzar jiġi mmultiplikat b' $0,97^{(1/366)}$ ').

Taħt l-Opzjoni ta' Oġġetti tal-Azzar, jista' jingħażel għadd speċifiku ta' ċerti oġġetti tal-azzar minn għażla ta' tali oġġetti tal-azzar. Sussegwentement, dan l-għadd ta' STEELCOINS irid jiġi rritornat lura lill-Emittent li l-Ammont ta' Azzar aggregat tiegħu tal-jum meta tiġi eżerċitata l-opzjoni jikkorrispondi għall-piż proprju aggregat tal-oġġetti tal-azzar magħżula. L-oġġetti tal-azzar magħżula mbagħad għandhom jingħabru minn diversi postijiet tal-ġbir. Taħt l-Opzjoni ta' Oġġetti tal-Azzar trid tiġi rritornata mill-inqas STEELCOIN waħda (1).

Is-saldu fi flus kontanti (f'euro) pagabbli taħt l-Opzjoni ta' Flus Kontanti ("**Prezz tal-Bejgħ**") jiġi kkalkolat billi l-Ammont ta' Azzar rispettiv tal-jum tal-eżerċitar tal-Opzjoni ta' Flus Kontanti jiġi mmultiplikat bil-"**Valur tal-Azzar Lest**". Il-Valur tal-Azzar Lest huwa fattur li jqis fost l-oħrajn ċerti prezzijiet medji li bihom FRANKSTAHL u/jew l-Emittent u/jew negozjanti tal-azzar lokali u internazzjonali oħrajn ikunu għamlu ordnijiet ta' xiri għall-ħażna tal-istokk f'ċerti gruppi ta' prodotti tal-azzar lest matul perjodu ta' 64 jum kalendarju qabel ma tiġi invokata l-Opzjoni ta' Flus Kontanti u jiġi kkalkolat bl-applikazzjoni ta' formula kumplessa. Il-Prezz tal-Bejgħ huwa denominat f'EUR. L-investituri jistgħu jipproponu prezz tal-bejgħ oġġla li bih ikunu lesti jirritornaw l-iSTEELCOINS, billi jipproponu tali prezz permezz tas-Sit web. Madankollu, l-Emittent mhuwiex obligat jaċċetta tali prezz tal-bejgħ oġġla. Taħt l-Opzjoni ta' Flus Kontanti, trid tiġi rritornata mill-inqas STEELCOIN ta' 0,01.

Id-drittijiet marbuta mal-iSTEELCOINS jistgħu jiġu eżerċitati biss permezz tas-sit web tal-Emittent <https://www.steelcoin.com> ("**Sit web**").

Ebda Superjorità

L-iSTEELCOINS huma obbligazzjonijiet diretti, mhux garantiti, mhux subordinati tal-Emittent lill-investituri klassifikati *pari passu* bejniethom u mal-obbligazzjonijiet l-oħrajn kollha mhux garantiti tal-Emittent, dment li tali obbligazzjonijiet oħrajn tal-Emittent ma jikklassifikawx espressament superjuri għall-pretensjonijiet tal-investituri skont liġijiet u regolamenti applikabbli, b'mod partikolari l-liġijiet dwar l-insolvenza.

F'każ ta' insolvenza tal-Emittent, l-investituri huma intitolati biss għad-drittijiet tal-kredituri. L-investituri m'għandhomx pretensjoni għas-segregazzjoni jew għas-separazzjoni u l-pretensjonijiet tagħhom kontra l-Emittent ukoll mhumiex prijoritizzati u mhumiex garantiti.

It-trasferibbiltà

L-iSTEELCOINS huma generalment liberament trasferibbli, soġġett għal-liġijiet u r-regolamenti applikabbli. Jistgħu jiġu ttrasferiti frazzjonijiet tal-iSTEELCOINS, f'liema każ l-iżgħar frazzjoni għandha tkun STEELCOIN ta' 0,000000000000000001. Madankollu, kwalunkwe trasferiment ta' STEELCOIN (jew ta' frazzjoni tagħha) jirrikjedi trasferiment fuq il-Blockchain ("**Trasferiment**"). Kwalunkwe Trasferiment, inkluż b'mod partikolari l-eżerċitar tal-Opzjoni ta' Oġġetti tal-Azzar jew l-Opzjoni ta' Flus Kontanti, jiġġenera "Tariffi tat-Tranzazzjoni" (hekk imsejha "Gas Fees") li jithallsu mill-investitur f'Ether (ETH, il-munita nattivha tal-Blockchain). B'hekk, jekk l-Investitur ikun irid jagħmel Trasferiment, irid ikollu l-ammont korrispondenti ta' ETH biex iħallas it-Tariffi tat-Tranzazzjoni mgarrba għat-Trasferiment. L-Emittent m'għandu l-ebda influwenza fuq l-ammont ta' Tariffi tat-Tranzazzjoni pagabbli.

b) Fejn ser jiġu nneozjati t-titoli?


Mid-data tal-Prospett l-Emittent m'għandux l-intenzjoni li jistabbilixxi jew jibda suq, fejn l-iSTEELCOINS ikunu jistgħu jiġu nneozjati mill-investituri, jew li japplika għal jew jikseb l-ammissjoni tal-iSTEELCOINS f'suq kummerċjali jew f'suq regolat, f'faċilità ta' kummerċ multilaterali, f'faċilità ta' kummerċ organizzata jew fi kwalunkwe suq ieħor soġġett għal regolamentazzjoni simili. Madankollu, l-Emittent jirriżerva d-dritt li jagħmel dan fil-futur.

c)	Hemm garanzija marbuta mat-titoli?
	M'hemm l-ebda garanzija marbuta mal-iSTEELCOINS.
d)	X'inhuma r-riskji ewlenin li huma speċifiċi għat-titoli?
	<p>Il-Prezz tal-Bejgħ jista' ma jirriflettix l-iżvilupp tal-prezzijiet fis-swieg tal-azzar Il-Prezz tal-Bejgħ se jkun volatili</p> <p>L-investituri interessati jistgħu jiżbaljaw dwar il-valur attwali ta' STEELCOIN jew l-iżvilupp futur tiegħu meta jiddeterminaw il-Prezz ta' Sottoskrizzjoni Offrut</p> <p>Il-prezz ta' sottoskrizzjoni jista' jkun konsiderevolment oġġla mill-Prezz tal-Bejgħ fiż-żmien ta' sottoskrizzjoni</p> <p>L-Emittent jista' ma jkunx kapaċi jikkalkula l-Valur tal-Azzar Lest u, għalhekk, il-Pezz tal-Bejgħ</p> <p>Investitur jista' jitlef l-aċċess għall-iSTEELCOINS tiegħu minhabba li jitlef (il-/l-aċċess għall-) kartiera u/jew il-kjavi privata tal-Investitur</p> <p>It-Telf tal-kjavi privata tal-Emittent iwassal għall-inkapaċità tal-Emittent u/jew għat-telf tal-kontroll fuq il-funzjonijiet tal-kuntratt intelligenti sottostanti għall-iSTEELCOINS</p> <p>L-iSTEELCOINS jistgħu jinsterqu mill-hackers</p> <p>L-iSTEELCOINS jistgħu jintilfu minhabba l-"finalità" tal-Blockchain</p> <p>L-iSTEELCOINS jistgħu jintilfu minhabba vulnerabbiltajiet fl-applikazzjoni tas-software sottostanti, il-kuntratt intelligenti sottostanti, u l-infrastruttura tal-blockchain (jiġifieri n-Network tal-Ethereum)</p>

Taqsim D – Informazzjoni ewlenija dwar l-offerta ta' titoli lill-pubbliku u/jew l-ammissjoni għall-kummerċ f'suq regolat	
a)	Taht liema kondizzjonijiet u skeda ta' żmien nista' ninvesti f'dan it-titolu?
	<p>L-iSTEELCOINS (jew frazzjonijiet tagħhom; frazzjoni minima: 0.0001 STEELCOIN) jistgħu jiġu sottoskritti minn investituri interessati mid-data tal-bidu tal-ħruġ, li hija mistennija li tkun bejn id-22 ta' Settembru 2022 u t-30 ta' Settembru 2022 (f'kull każ tali ġurnata inkluża) u se jiġu ppubblikati mill-Emittent fuq is-Sit web, sakemm tiskadi l-validità ta' dan il-Prospett sa mhux aktar tard mis-21 ta' Settembru 2023. L-Emittent jirriżerva d-dritt li jqassar jew iwaqqaf il-perjodu tal-offerta fi kwalunkwe ħin fid-diskrezzjoni assoluta tiegħu (b'mod partikolari, f'każ ta' tqegħid shiħ tal-iSTEELCOINS). Il-proċess ta' sottoskrizzjoni jsir b'mod elettroniku esklussivament permezz tas-Sit web.</p> <p>Il-prezz tal-ħruġ tal-iSTEELCOINS mhuwiex fiss. Minflok, investitur interessat huwa meħtieġ li jagħmel offerta (l-"Offerta tal-Investitur") biex jissottoskrivi għal (frazzjoni ta') STEELCOIN waħda jew aktar ("STEELCOINS Offruti") f'ammont ta' euro għal kull STEELCOIN speċifikat mill-investitur interessat ("Prezz ta' Sottoskrizzjoni Offrut"), li m'għandux jaqbeż EUR 5.400 għal kull STEELCOIN (prezz massimu tal-ħruġ għal kull STEELCOIN). Il-Prezz ta' Sottoskrizzjoni Offrut immultiplikat bl-iSTEELCOINS Offruti għandu jkun mill-inqas EUR 50 (l-ammont ta' investiment minimu għal kull offerta ta' sottoskrizzjoni) u l-iżgħar frazzjoni li tista' tiġi sottoskritta hija 0,0001 STEELCOIN.</p> <p>L-Emittent fid-diskrezzjoni unika tiegħu jista' jaċċetta l-Offerta tal-Investitur kollha jew parti minnha (jiġifieri, b'għadd imnaqqas ta' STEELCOINS jew frazzjoni minnhom iżda mhux għal prezz differenti mill-Prezz ta' Sottoskrizzjoni Offrut) jew jirrifjutaha minnufih.</p> <p>Jekk l-Offerta tal-Investitur tiġi aċċettata (kollha jew parzjalment) mill-Emittent ("Offerta ta' Sottoskrizzjoni"), l-investitur interessat jissottoskrivi għal tali għadd ta' STEELCOINS (jew frazzjoni tagħhom) kif aċċettat mill-Emittent ("STEELCOINS Aċċettati") u għandu jhallas l-ammont li jirriżulta mill-multiplikazzjoni tal-iSTEELCOINS Aċċettati bil-Prezz ta' Sottoskrizzjoni Offrut ("Ammont ta' Sottoskrizzjoni") minnufih billi juża wieħed mill-metodi ta' ħlas offruti. Soġġett għal ċerti eċċezzjonijiet, il-pagamenti kollha magħmula lill-Emittent għandhom jorjginaw minn kontijiet fl-Unjoni Ewropea u/jew iż-Żona Ekonomika Ewropea.</p>

	<p>Wara l-pagament komplut tal-Ammont ta' Sottoskrizzjoni, l-investitur interessat jintalab jipprovdi l-indirizz pubbliku fuq il-Blockchain li lilu għandhom jiġu ttrasferiti l-iSTEELCOINS Aċċettati ("Indirizz Destinatarju") u jista' jagħti struzzjonijiet lill-Emittent biex joħroġ l-iSTEELCOINS Aċċettati. Fi żmien 24 siegħa minn meta l-Emittent jirċievi l-Indirizz Destinatarju, l-Emittent joħroġ l-iSTEELCOINS Aċċettati billi jimmintjahom fuq il-Blockchain u sussegwentement jittrasferihom fl-Indirizz Destinatarju ("Hruġ tal-iSTEELCOINS Aċċettati"). It-tariffa għall-Hruġ tal-iSTEELCOINS Aċċettati (Tariffa tat-Tranzazzjoni) pagabbli fil-munita nattiva tal-Blockchain Ether (ETH) (it-tariffa tat-tranzazzjoni) tithallas mill-Emittent.</p> <p>Il-Hruġ tal-iSTEELCOINS Aċċettati lill-investitur interessat huwa soġġett għall-pagament sħiħ minn qabel tal-Ammont ta' Sottoskrizzjoni. Jekk il-pagament tal-Ammont sħiħ ta' Sottoskrizzjoni ma jsirx fiż-żmien indikat għal tali pagament fuq is-Sit web, l-Offerta ta' Sottoskrizzjoni applikabbli tiġi kkanċellata. Jekk pagament tal-Ammont ta' Sottoskrizzjoni jiġi rrevokat jew ikkanċellat għal kwalunkwe raġuni, l-investitur ikollu jirritorna l-iSTEELCOINS Aċċettati lill-Emittent u l-Emittent jaħraq l-iSTEELCOINS Aċċettati rispettivi fi żmien sebat (7) ijiem minn meta jirċevihom.</p> <p>L-Emittent jistma li l-kostijiet totali għall-hruġ jammontaw għal massimu ta' EUR 2.000.000.</p> <p>L-investituri jistgħu jkunu meħtieġa jħallsu t-tariffi ta' tranzazzjoni tas-soltu meta jħallsu l-Ammont ta' Sottoskrizzjoni lill-Emittent.</p> <p>Sad-data ta' dan il-Prospett, l-Emittent ma kkonkludix ftehimiet ta' distribuzzjoni iżda huwa liberu li jikkonkludi tali ftehimiet fil-futur.</p>
b)	<p>Min hu l-offerent u/jew il-persuna li qed titlob l-ammissjoni għall-kummerċ?</p> <p>L-Emittent huwa l-offerent tal-iSTEELCOINS. L-iSTEELCOINS mhumiex ammessi għall-kummerċ f'suq regolat. Ara l-punt C.b) ta' dan is-Sommarju.</p>
c)	<p>Għaliex qed jiġi prodott dan il-prospett?</p> <p>L-Emittent għandu l-intenzjoni li joffri l-iSTEELCOINS, li huma titoli skont it-tifsira tal-Artikolu 2(a) tar-Regolament tal-UE dwar il-Prospett, lill-pubbliku skont it-tifsira tal-Artikolu 2(d) tar-Regolament tal-UE dwar il-Prospett ("Offerta"). Il-korrispettiv totali tal-Offerta x'aktarx li se jaqbenz il-limiti massimi stipulati mill-Artikolu 1(3) tar-Regolament tal-UE dwar il-Prospett u t-Taqsima 12 tal-Att dwar is-Swieq Kapitali Awstrijaċi 2019 (<i>Kapitalmarktgesetz 2019</i>). Ma tapplikax eċċezzjoni skont l-Artikolu 1(4) tar-Regolament tal-UE dwar il-Prospett. B'hekk, l-Emittent għandu jagħmel l-Offerta biss wara li jkun ippubblika dan il-Prospett.</p> <p>Id-dhul nett magħmul permezz tal-Offerta se jintuża għall-operazzjonijiet ta' negozju kontinwi tal-Emittent bl-għan li jiġġenera profitti proprji bil-kummerċ fl-azzar jew b'attivitajiet oħrajn fid-diskrezzjoni tal-Emittent. L-investituri ma jipparteċipawx f'tali profitti peress li l-iSTEELCOINS huma obbligazzjonijiet diretti, mhux garantiti, u mhux subordinati tal-Emittent. L-attivitajiet operazzjonali tal-Emittent jistgħu jinkludu l-kummerċ fi prodotti tal-azzar ma' partijiet terzi (bejjieġha bl-ingrossa oħrajn, kummerċjanti, fabbriki tal-azzar, konsumaturi ewlenin tal-azzar) u/jew l-akkwist ta' stokk tal-azzar u/jew parteċipazzjonijiet f'kumpaniji li permezz tagħhom l-Emittent jista' jzomm ukoll likwidità fil-forma ta' kontijiet bankarji u strumenti tas-suq monetarju u m'għandux għalfajn iżda d-dhul kollu mill-hruġ. Madankollu l-Emittent jista' wkoll iwettaq attivitajiet addizzjonali jew attivitajiet oħrajn kif ukoll iċedi l-attivitajiet kummerċjali attwali u/jew ippjanati fil-futur.</p> <p>Peress li l-Emittent ma jistax jiddetermina l-prezz li bih jinħarġu l-iSTEELCOINS (ara l-punt D.a) ta' dan is-Sommarju) u dan il-prezz jista' jvarja b'mod sinifikanti maż-żmien, mhux possibbli għall-Emittent li jistma b'mod affidabbli d-dhul mill-hruġ ta' massimu ta' 18.000 STEELCOIN, li huma s-sugġett ta' dan il-Prospett. Id-dhul massimu possibbli fit-teorija minn dan il-hruġ, jiġifieri, kieku t-18.000 STEELCOIN kollha taħt dan il-Prospett kellhom jitqiegħdu bil-prezz massimu tal-hruġ ta' EUR 5.400 għal kull STEELCOIN, ikun jammonta għal EUR 97,2 miljun gross jew, meta wieħed iqis il-kostijiet totali stmati msemmija hawn fuq, EUR 95,2 miljun netti. L-investituri/id-detenturi ta' STEELCOINS ma jipparteċipawx fid-dhul minn attivitajiet operazzjonali tal-Emittent.</p> <p>L-Offerta mhijiex soġġetta għal ftehim ta' sottoskrizzjoni fuq bażi ta' impenn irrevokabbli: L-</p>

Emittent se jöhrög l-iSTEELCOINS unikament waħdu direttament permezz tas-Sit web. Marcel Javor, wieħed mid-diretturi manigerjali tal-Emittent (*Geschäftsführer*), huwa wkoll direttur manigerjali tal-azzjonist uniku tal-Emittent FRANKSTAHL u s-sid beneficijarju aħhari uniku (indirett) tal-Emittent u ta' FRANKSTAHL. Għaldaqstant, jistgħu jinqalgħu kunflitti ta' interess bejn l-Emittent, l-azzjonist tiegħu FRANKSTAHL u s-sid beneficijarju aħhari tiegħu.

Signaturwert	bxiLH8QTNWgoPsSgsZKWOMgWs+wYLnXu0jB91W78ycONQu9hyZ5D2Imhoc+Hu8G1NpeH1hzSqaPINKYob4fBsDnthhYt4YoUVilTlumMCptbSS97w3YDWF/pp9cFm9pmeCdOBBoKTptrN9wXg8IKapQ6tn4X2nLj85TUArz5tb6XGAJSXbNEyLTZVpKTHgH0gFYNPRywKoT0WQj4iuFztlxhdfy1Mf6BHqD7fKS3PCqhak0zYefelqdKh5jmkVh17Y2AI28IS5d9Wp7tpdNuOACVY+Gz1BIzhGeXfFyAYcYlgjAixo9HVPGSWeozfFQQ1c/L10L5FABQYCLpUmYMhg==	
	Unterzeichner	Österreichische Finanzmarktaufsichtsbehörde
	Datum/Zeit-UTC	2022-09-20T08:52:53Z
	Aussteller-Zertifikat	CN=a-sign-corporate-light-02,OU=a-sign-corporate-light-02,O=A-Trust Ges. f. Sicherheitssysteme im elektr. Datenverkehr GmbH,C=AT
	Serien-Nr.	532114608
	Methode	urn:pdfsigfilter:bka.gv.at:binaer:v1.1.0
Prüfinformation	Informationen zur Prüfung des elektronischen Siegels bzw. der elektronischen Signatur finden Sie unter: http://www.signaturpruefung.gv.at	
Hinweis	Dieses Dokument wurde amtssigniert. Auch ein Ausdruck dieses Dokuments hat gemäß § 20 E-Government-Gesetz die Beweiskraft einer öffentlichen Urkunde.	