

PROPOSAL TO CONCLUDE A PURCHASE CONTRACT IIPLANGOLD

IBIS InGold®, a. s., with its registered office at the address Rybná 682/14, Staré Město, 110 00 Prague 1, Czech Republic, incorporated in the Companies Register kept by the Municipal Court in Prague under the File No. B 18920, Id No.: 25525433, TIN: CZ25525433 (hereinafter referred to as the "Seller"), e-mail: shop@ibisingold.com, website operated by the Seller (hereinafter referred to as the "Seller's Website"): ibis.ibisingold.com, represented by Libor Kochrda, makes this proposal to conclude this iiplan® purchase contract (hereinafter referred to as the "Contract") to the customer indicated below as a buyer (hereinafter referred to as the "Buyer"). Způsob uzavření Smlouvy je popsán v čl. XII. Smlouvy; prosté přijetí tohoto návrhu Kupujícím nezpůsobí uzavření Smlouvy.

THE BUYER	
Full Name	Street No.
Date of birth	Town
Mobile Phone	ZIP Code
E-mail	State
BUYER'S BANK DETAILS	
Bank country	Account owner
Account number	Relationship
Bank Code	

I.

SUBJECT-MATTER OF CONTRACT, DETERMINATION OF PAYMENTS, TYPE OF CONTRACT

- 1. The subject-matter hereof is the Seller's obligation to supply the Buyer with investment gold in the form specified below and in a quantity corresponding to the purchase price paid (hereinafter referred to as the "Subject of Purchase") and to enable the Buyer to acquire ownership of such Subject of Purchase, and the Buyer's obligation to accept the Subject of Purchase.
- 2. Other applicable terms and conditions pertaining to the purchase of the Subject of Purchase:

Type of Investment Metal	Contract Type
Fineness of the Investment Metal	Input Price Increase of the First Piece
Form of the Investment Metal	Amount of monthly payment
Weight of One Piece	Amount of special payment

- 3. Bar means an investment precious metal marked with a serial number and the weight, fineness, type of metal, and manufacturer. A certificate of authenticity shall be delivered to the Buyer together with the bar. The form of the certificate of authenticity shall be determined by the manufacturer or supplier of the bar.
- 4. In order for the Subject of Purchase to be supplied, the Buyer shall purchase from the Seller, in increments, the aforementioned investment metal (hereinafter referred to as "Purchase Subcontracts") from which the Subject of Purchase is to be manufactured.
- 5. The purchase price of the first unit of the Subject of Purchase shall include the aforementioned input price increase (hereinafter referred to as the "Input Price Increase"). For the avoidance of doubt, the Parties agree that the Input Price Increase shall be a fixed amount irrespective of the total number of units of the Subject of Purchase purchased by the Buyer hereunder, i.e. the Buyer shall pay the Input Price Increase only once. The Input Price Increase shall be refunded within the scope of the iiplanGold® Buyback Premium under the terms and conditions of this Contract.
- 6. The type of contract shall determine the ratio at which the Buyer's payments are automatically distributed by the Seller pending full payment of the Input Price Increase. The number before the slash indicates what percentage of the payment will be used to cover the Input Price Increase. The number after the slash indicates what percentage of the payment will be used for the purchase of the investment metal. Once the Input Price Increase has been paid in full, all the Buyer's payments shall be put towards the purchase of the investment metal.
- 7. The investment metal purchased cannot be delivered other than as the Subject of Purchase, save as otherwise provided for herein. The Buyer shall acquire ownership of the Subject of Purchase upon payment of the total purchase price of each unit of the Subject of Purchase (i.e. when investment metal equal to the weight of one unit of the Subject of Purchase has been purchased) and an instruction by the Buyer that the Seller deliver such Subject of Purchase in accordance with Article IV hereof.

PURCHASE SUBCONTRACTS AND DETERMINATION OF THE PURCHASE PRICE

П.

- 1. The price of investment metals depends on financial market fluctuations beyond the Seller's control. The price of the Subject of Purchase is influenced by the price of investment precious metals on the precious metals exchange and by the exchange rate. The current investment metal purchase price for the Subject of Purchase shall be listed in the purchase price list available on the Seller's Website (hereinafter referred to as the "Purchase Price List"). The purchase price shall be published in the Purchase Price List from Monday to Friday after 6 p.m. Central European Time (hereinafter referred to as "CET"); upon publication, it shall take effect immediately and remain valid for the following day and, if applicable, for other days when the purchase price is not published in the Purchase Price List pursuant to the first part of this sentence (hereinafter referred to as the "Current Price"). The Purchase Price List shall not constitute an offer to enter into a contract, but an invitation to submit offers to enter into a contract.
- 2. The Buyer shall enter into a Purchase Subcontract by transferring or depositing a certain amount of money, based on the Current Price of the investment metal for the Subject of Purchase, to the Seller's bank account, specifying the Contract number in the payment reference (variable symbol). The amount thus credited to the Seller's account (less any bank charges incurred in connection with the receipt of payment) shall constitute an irrevocable offer by the Buyer to enter into a Purchase Subcontract at a purchase price (hereinafter referred to as the "Purchase Price") equal to such credited amount, minus, if applicable, the relevant amount used to pay the Input Price Increase, such being for investment metal at a weight corresponding to the ratio of the Purchase Price paid to the Current Price of the investment metal for the Subject of Purchase as at the Payment Date pursuant to paragraph 3 of this Article, provided that such weight of the investment metal to be purchased is not more than 10% less than the weight of such investment metal that would have been attributable to

the Current Price on the date on which the wire transfer is due or on the date on which the funds are credited to the Seller's account (hereinafter referred to as the "Maximum Purchased Weight Variance"). A larger weight of investment metal for the Subject of Purchase may be purchased without limitation, with which the Buyer expressly agrees. The weight of the investment metal being purchased is measured in grams to six decimal places.

- 3. Pokud peněžitá částka ke dni připsání na účet Prodávajícího nedosahuje hodnotu, která dle zákona č. 253/2008 Sb., o některých opatřeních proti legalizaci výnosů z trestné činnosti a financování terorismu, v platném znění (dále jen "AML zákon") zakládá povinnost Prodávajícího provést identifikaci a/nebo kontrolu Kupujícího, považuje se za uhrazenou okamžikem připsání na účet Prodávajícího, je-li připsána do 11:00 hod. SEČ Provozního dne; v opačném případě se považuje za uhrazenou až následující Provozní den. Pokud peněžitá částka ke dni připsání na účet Prodávajícího dosahuje nejméně hodnotu, která dle AML zákona zakládá povinnost Prodávajícího provést identifikaci a/nebo kontrolu Kupujícího, je uhrazena jejím připsáním na účet Prodávajícího a provedením a ukončením této identifikace a/nebo kontroly, je-li takto identifikace a/nebo kontrola provedena a ukončena do 11:00 hod. SEČ Provozního dne; je-li provedena a ukončena později, považuje se za provedenou a ukončenou až následující Provozní den (dále jen "Den úhrady"). Provozním dnem se pro účely této Smlouvy rozumí každý pracovní den, v němž jsou v zemi sídla Prodávajícího banky standardně otevřeny pro poskytování bankovních služeb (dále jen "Provozní den"). Nepodaří-li se peněžitou částku identifikovat s ohledem na chybně zadané nebo chybějící číslo smlouvy v popisu transakce (variabilní symbol), platí, že Dnem úhrady je až první Provozní den, ve kterém je identifikace platby známa Prodávajícímu před 11:00 hod. SEČ. Všechny podmínky Dílčí kupní smlouvy se řídí touto Smlouvou. Platba bude provedena bezhotovostním příkazem, ledaže jsou prostředky vkládány přímo na účet Prodávajícího, s číslem Smlouvy v popisu transakce (variabilním symbolem).
- 4. Kupující sdělí Prodávajícímu bez zbytečného odkladu po připsání peněžité částky dle odstavce 3 věty druhé tohoto článku informace potřebné pro provedení identifikace a/nebo kontroly dle AML zákona (zejména identifikační údaje, informace o účelu a zamýšlené povaze obchodu, povaze podnikání Kupujícího, zdrojích peněžních prostředků, případně další informace, k jejich sdělení jej Prodávající vyzve). Kupující tyto informace sdělí Prodávajícímu prostřednictvím Zákaznického účtu, a to vyplněním příslušného formuláře, případně se souhlasem Prodávajícího na emailovou adresu Prodávajícího
- 5. Nejpozději do 5 Provozních dnů ode Dne úhrady Prodávající nabídku Kupujícího na uzavření Dílčí smlouvy akceptuje nebo odmítne. Prodávající nabídku na uzavření Dílčí smlouvy akceptuje tak, že zašle Kupujícímu potvrzení o nákupu na jeho Zákaznický účet a/nebo emailovou adresu (dále jen "Potvrzení o nákupu"). Prodávající není povinen nabídku na uzavření Dílčí kupní smlouvy akceptovat. Nabídka nebude akceptována zejména v případě podezření Prodávajícího, že účelem nabídky je primárně spekulace Kupujícího na cenu investičního kovu, nebo v případě mimořádných nepředvídatelných okolností vzniklých nezávisle na vůli Prodávajícího (například živelní pohromy, virové epidemie, ozbrojené konflikty, generální stávky apod.), které způsobí významné kolísání kupních cen investičních kovů na trhu. V případě, že hmotnost nakoupeného investičního kovu dle Dílčí smlouvy přesáhne Maximální odchylku hmotnosti, není Dílčí smlouva uzavřena. Prodávající však zašle Potvrzení o nákupu na Zákaznický účet a/nebo emailovou adresu Kupujícího, přičemž Potvrzení o nákupu je v takovém případě novou neodvolatelnou nabídkou Prodávajícího na uzavření Dílčí smlouvy. Tato nabídka je akceptována, pokud s ní Kupující nevysloví nesouhlas v písemné formě nejpozději do 15 dnů ode dne, kdy obdržel Potvrzení o nákupu, přičemž akceptací nabídky je rovněž jakákoliv další následná platba Kupujícího Prodávajícímu nebo převzetí jakéhokoliv Předmětu koupě. Prodávající nabídku na uzavření Dílčí smlouvy odmítne v případech, kdy je povinen odmítnout uzavření obchodu podle AML zákona.
- 6. The Buyer undertakes to pay the Purchase Price exclusively out of funds actually owned by the Buyer. Within 10 Business Days of the Payment Date, the Seller shall be entitled to demand that the Buyer prove, within a reasonable time limit set by the Seller, the origin of the funds from which the Purchase Price was paid. Should the Buyer, within the set time limit, fail to prove (at the Seller's discretion) that the Purchase Price has been paid exclusively out of funds actually owned by the Buyer, the Seller shall be entitled to withdraw from the Purchase Subcontract, in which case the Seller shall refund to the Buyer, within a reasonable period of time, the Purchase Price paid, less bank charges related to the acceptance of payment and transaction fees related to the sending of payment as set forth in the current Fee and Service Price List and the costs associated with the withdrawal from the Purchase Subcontract.
- 7. The Seller shall keep a record of the weight of the investment metal purchased by the Buyer in the form of a Weight Accumulation Account (hereinafter referred to as the "Weight Accumulation Account"), the current weight of which (including the current value thereof for the purposes of payout from the Weight Accumulation Account within the meaning of Article V hereof) and historical changes thereto shall be available to the Buyer via the Buyer's Customer Account.
- 8. The sum of the Purchase Prices that the Buyer shall pay to the Seller under Purchase Subcontracts (less any payouts from the Weight Accumulation Account pursuant to Article V hereof, and/or other deductions from the Weight Accumulation Account pursuant to this Contract), and for which the Buyer has incrementally purchased the investment metal for the manufacture of one unit of the Subject of Purchase in its total weight, shall constitute the total Purchase Price of the total weight of one unit of the Subject of Purchase. Upon payment of the total Purchase Price of the total weight of the Subject of Purchase, the Buyer shall have the right to have such Subject of Purchase delivered, subject to the terms and conditions set forth below.
- 9. In addition to the Purchase Price of the Subject of Purchase, the Seller shall be entitled to a fee for facilitating the purchase

of investment gold (hereinafter referred to as the "Seller's Investment Gold Purchase Facilitation Fee") as per the Fee and Service Price List available on the Seller's Website (hereinafter referred to as the "Fee and Service Price List"), calculated as a percentage, per calendar day, of the current balance of the weight of the investment metal in the Buyer's Weight Accumulation Account. The Seller's Investment Gold Purchase Facilitation Fee shall be paid by reducing, on an ongoing basis, the balance of the weight of the investment metal in the Weight Accumulation Account by the amount of that fee.

III.

CUSTOMER ACCOUNT

- 1. On the Seller's Website, the Buyer has set up a customer account and logged into it before the draft Contract was sent to the Buyer (hereinafter referred to as the "Customer Account"). The Buyer can access the Customer Account by entering the Buyer's username, password and, if applicable, security authorisation code. Documents and information sent by the Seller to the Customer Account in the form of messages shall be stored in this account for possible reproduction; the content of sent messages may not be unilaterally changed by the Seller.
- 2. The Seller shall send to the Buyer's Customer Account and/or email address the draft Contract, draft addenda to the Contract, information on the conclusion of the Contract or addenda to the Contract, all information pursuant to the Contract, i.e. confirmation of Purchase Subcontracts indicating the Current Price of the Subject of Purchase on the date of conclusion of the Purchase Subcontract and the weight of the investment metal purchased, confirmation of Sale Subcontracts indicating the Selling Price and/or the weight of the investment metal sold, information on the dispatch of the Subject of Purchase to the Buyer, confirmation of mutual settlement in the event of termination of the Contract, and confirmation of termination of the Contract. The Seller may also send marketing information to the Customer Account, subject to the Buyer's consent. A message is deemed to have been delivered to the Buyer upon receipt of the message in the Customer Account.
- 3. Through the Customer Account, the Buyer may electronically sign documents that the Seller allows to be signed in this manner. After logging in to the Customer Account, the Buyer shall fill in the relevant form and confirm it using the security authorisation code, by means of a mobile application, or by any other similarly reliable means that the Seller may enable in the future. The draft document shall thereby be validly signed on the Buyer's part. The Seller's electronic signature shall then be affixed to the draft document, and the signed document shall be sent to the Buyer's Customer Account and/or email address.
- 4. The Buyer undertakes to treat the Customer Account login credentials with care and caution in order to prevent any misuse thereof. In particular, the Buyer undertakes not to store the password in a browser or on a hard drive, to regularly check messages received in the Customer Account, to always use strong passwords (preferably a combination of lower and upper case letters in conjunction with numbers and special characters, while respecting the required password length), to change the password regularly, and, should the Buyer suspect that the password has been misused, to report everything to the Seller without undue delay. The Buyer shall be liable for all use of the Customer Account, including use by third parties, irrespective of how such third parties have gained access to the Buyer's Customer Account. The Seller shall not be liable for any misuse of the Customer Account by third parties, including, but not limited, to the execution of any orders placed through the Customer Account by such third parties. The Buyer further expressly confirms the correctness of the mobile phone number listed in the heading of this Contract and declares that this is the number of the Buyer's mobile phone and may be used for purposes of authorisation hereunder. The Buyer undertakes to ensure the sufficient security of the Buyer's mobile phone in order to prevent the misuse thereof (including, without limitation, with regard to the generation of security authorisation codes).



DELIVERY OF THE SUBJECT OF PURCHASE

- The Buyer shall be entitled to instruct the Seller, via the Customer Account, to deliver the Subject of Purchase, one unit at a time, by filling in the relevant form and signing it electronically in accordance with Article III.3 hereof, subject to the following terms and conditions: (i) the Buyer has paid the total purchase price of at least one unit of the Subject of Purchase, i.e. the quantity of purchased investment metal recorded in the Buyer's Weight Accumulation Account corresponds to at least one unit of the Subject of Purchase; and (ii) at least 12 months have elapsed since the conclusion of this Contract (if this is to be the delivery of the first unit of the Subject of Purchase), or 12 months have elapsed since the delivery of the previous unit of the Subject of Purchase (if this is to be the delivery of any subsequent unit of the Subject of Purchase), unless the Seller allows delivery of the Subject of Purchase within a shorter period. The delivery of the Subject of Purchase shall be conditional upon the payment of postage, packing, and insurance as per the Fee and Service Price List valid as at the date of delivery of the instruction to deliver the Subject of Purchase made to the Seller by the Buyer. Save as otherwise agreed, postage, packing, and insurance shall be paid by the sale of the corresponding quantity of investment metal from the Buyer's Weight Accumulation Account (provided that there is a sufficient quantity of the investment metal in the Weight Accumulation Account), calculated in accordance with Article V.2 of the Contract, whereby, to this end, the Selling Price shall be deemed to be the total of postage, packing, and insurance (i.e. the Seller's claim to payment of postage, packing, and insurance shall be set off against the Buyer's claim to payment of the selling price of the corresponding quantity of investment metal). The Subject of Purchase shall be delivered to the Buyer no later than 60 calendar days from the date on which the terms and conditions for its delivery are met, unless delivery is prevented by extraordinary unforeseeable circumstances arising beyond the Seller's control (e.g. natural disasters, viral epidemics, armed conflicts, general strikes, extreme delays on the part of the Seller's subcontractor, etc.). For the avoidance of doubt, the Parties agree that, upon delivery of the Subject of Purchase, the quantity of investment metal recorded in the Weight Accumulation Account shall be reduced accordingly.
- 2. As part of a request for the delivery of the Subject of Purchase, the Buyer shall specify the correct shipping address to which the Subject of Purchase is to be dispatched. The Buyer undertakes to accept the Subject of Purchase sent. Should the Buyer fail to meet this obligation, the Seller shall reship the Subject of Purchase to the Buyer. The Seller shall make two reshipments, in each case subject to payment of postage, packing, and insurance as per the Fee and Service Price List valid as at the date of reshipment. Save as otherwise agreed, postage, packing, and insurance shall be paid by the sale of the corresponding quantity of investment metal from the Buyer's Weight Accumulation Account, calculated in accordance with Article V.2 of the Contract, whereby, to this end, the Selling Price shall be deemed to be the total of postage, packing, and insurance (i.e. the Seller's claim to payment of postage, packing, and insurance shall be set off against the Buyer's claim to payment of the selling price of the corresponding quantity of investment metal). If the above shipping costs are not paid, the Seller shall be entitled, but not obliged, to reship the Subject of Purchase.
- 3. Individual units of the Subject of Purchase shall be dispatched to the Buyer's registered shipping address. The shipment is insured. The delivery of the Subject of Purchase shall be accompanied by a tax document (invoice). On the day on which the Subject of Purchase is shipped, the Seller shall send the Buyer notification of dispatch to the Buyer's Customer Account and/or email address. Where the value of the Product in a single shipment would exceed the limit under the applicable Fee and Service Price List, the Product shall be divided into multiple shipments.
- 4. Should the Buyer fail to accept the shipped Subject of Purchase even after it has been reshipped to the Buyer for a second time, the return of such shipment to the Seller shall be deemed to be an irrevocable proposal by the Buyer to the Seller to enter into a contract for the buyback of the Subject of Purchase pursuant to Article IX of the Contract, and the date of the return of such shipment to the Seller shall be deemed to be the Buyback Date and the date of the Buyer's proposal to enter into a buyback contract. The Seller shall accept such proposal to enter into the contract by paying the buyback price (less any transaction fees associated with the dispatch of payment under the applicable Fee and Service Price List) by wire transfer to the Buyer's bank account from which the Buyer's last payment was sent, or to an account notified to the Seller in writing or by an addendum to the Contract. Should the Buyer not yet have paid the Seller the postage, packing, and insurance of the reshipments as per the Fee and Service Price List valid as at the date of dispatch thereof, the Seller shall set off this claim against the Buyer's claim to the payout of the buyback price.
- 5. A Subject of Purchase may not be returned to the Seller, only offered back for buyback pursuant to Article IX of the Contract.
- 6. The shipment shall be handed over in accordance with the method chosen for delivery of the Subject of Purchase as per the Fee and Service Price List valid as at the date of dispatch thereof. The Buyer shall inspect the delivered shipment, including the Subject of Purchase, without undue delay. After the shipment has been inspected to ensure that it is intact and once it has been accepted, it is deemed to have been delivered. After such acceptance, the Buyer shall not be entitled to any legal or financial compensation due to negligence upon acceptance of the Subject of Purchase. Should a shipment be delivered with damaged packaging, acceptance thereof may be refused, in which case, the Buyer shall immediately notify the Seller by email or telephone. In order to preserve the value of the investment precious metal, no damage thereto shall be admissible. Where the Subject of Purchase has original protective packaging, damage to that original security

packaging with the certificate of authenticity shall also be unacceptable.

V.

SALE SUBCONTRACTS (PAYOUTS FROM THE WEIGHT ACCUMULATION ACCOUNT)

- The Buyer shall be entitled to request a payout from the Weight Accumulation Account at any time after the conclusion of this Contract.
- 2. For purposes of payout from the Weight Accumulation Account, the current value of the Weight Accumulation Account (hereinafter referred to as the "Current Value") shall be calculated as per the current buyback price list posted on the Seller's Website (hereinafter referred to as the "Buyback Price List") in the manner set forth below:
 - a. For a payout in investment metal, the Current Value of the Weight Accumulation Account shall be calculated as the Metal Buyback Price for the current quantity of investment metal recorded in the Weight Accumulation Account as per the Buyback Price List plus a pro rata portion of the IBIS Buyback Premium and a pro rata portion of the iiplanGold[®] Buyback Premium according to the current Buyback Price List; such pro rata amounts shall correspond to the ratio of the current quantity of investment metal recorded in the Weight Accumulation Account to the total quantity of investment metal contained in one unit of the Subject of Purchase;
 - b. For a cash payout, the Current Value of the Weight Accumulation Account shall be calculated as the Metal Buyback Price for the current quantity of investment metal recorded in the Weight Accumulation Account as per the Buyback Price List without further increases (i.e. the Current Value shall not be increased by a pro rata portion of the IBIS Buyback Premium or a pro rata portion of the iiplanGold® Buyback Premium).
 - c. For the transfer of cash or grams of investment metal to any iiplanRentier® or iiplanMax® Weight Accumulation Account, or to a Weight Accumulation Account set up under any contract other than an iiplanGold® contract, the Current Value of the Buyer's Weight Accumulation Account shall be calculated as the Metal Buyback Price for the current quantity of investment metal recorded in the Weight Accumulation Account as per the Buyback Price List plus a pro rata portion of the IBIS Buyback Premium, but excluding the pro rata portion of the iiplanGold® Buyback Premium.
- A payout shall be made from the Weight Accumulation Account in such manner that the Buyer, through the Customer Account (by filling in the relevant form and signing it electronically in accordance with Article III.3 of the Contract), instructs the Seller to make the payout from the Weight Accumulation Account. An instruction to make a payout from the Weight Accumulation Account shall constitute an offer by the Buyer to the Seller to enter into a contract for the sale of a quantity of investment metal recorded in the Weight Accumulation Account corresponding to the sale price selected by the Buyer (hereinafter referred to as the "Sale Subcontract"). In the instruction to make a payout from the Weight Accumulation Account, the Buyer shall select whether the payout is to be made in investment metal or in cash, specify the amount from the Current Value of the Weight Accumulation Account that the Buyer wishes to receive by selling the investment metal (hereinafter referred to as the "Selling Price"), and the date on which the investment metal is to be sold (hereinafter referred to as the "Sale Date"), which, at the earliest, may be the day following the instruction to make the payout from the Weight Accumulation Account, unless, in any particular case, the Seller allows the sale to be made on the instruction date. Should the Buyer request a payout from the Weight Accumulation Account in an amount which, as at the date of delivery of the payout instruction, gives rise under the AML Act to the Seller's obligation to identify and/or verify the Buyer, the Sale Date shall not arise until such obligations under the AML Act have been fulfilled. For the avoidance of doubt, the Parties agree that, under a Sale Subcontract, the Buyer has no obligation to hand over to the Seller the investment metal that is being sold and to allow the Seller to acquire ownership thereof (respectively, these obligations are deemed to have been fulfilled on the Sale Date), given that the investment metal being sold under the Sale Subcontract is still in the Seller's possession on the Sale Date and the Buyer has not yet acquired ownership of it (pursuant to Article I.7 of the Contract).
- 4. The price of investment metals depends on financial market fluctuations beyond the Seller's control. Therefore, the quantity of the investment metal to be sold under a Sale Subcontract shall be determined on the Sale Date by reference to the Selling Price, i.e. according to the amount from the Current Value of the Weight Accumulation Account on the Sale Date which the Buyer wishes to obtain by selling the investment metal, as per the Buyback Price List valid on the Sale Date, provided that the weight of the investment metal to be sold is not more than 10% higher than the weight of such investment metal which would have been attributable to the selling price of the investment metal being sold on the fifth Business Day prior to the Sale Date (hereinafter referred to as the "Maximum Sale Weight Variance"). However, the Maximum Sale Weight Variance does not apply if the Sale Date falls on an earlier Business Day than the fifth Business Day as of the corresponding instruction for a payout to be made from the Weight Accumulation Account. Lower weights of investment metal may be sold without limitation, to which the Buyer expressly agrees. With respect to the method for determining the Maximum Sale Weight Variance, the Buyer shall continuously (at least once every three Business Days) monitor the

current price of the investment metal as per the Buyback Price List, and, should the Buyer disagree with the making of a payout from the Weight Accumulation Account at the current price, the Buyer shall modify or cancel payouts from the Weight Accumulation Account that have been entered by the Buyer but not yet carried out. The weight of the investment metal to be sold shall be measured in grams to six decimal places.

- 5. Should the Buyer choose to have the Selling Price paid in investment metal, the investment metal shall be delivered to the Buyer in the form of bars, coins, or sets currently offered by the Seller, together with certificates of authenticity, the form of which shall be determined by the manufacturer or supplier of the respective bar, coin, or set (hereinafter referred to as the "Product"), at the value of the Selling Price as per the Purchase Price List valid as at the Sale Date. For the purposes of the delivery of the Product, the Buyer shall also be liable to pay the postage, packing, and insurance as per the Fee and Service Price List valid as at the Sale Date. Save as otherwise agreed, postage, packing, and insurance shall be paid by the sale of the corresponding quantity of investment metal from the Buyer's Weight Accumulation Account within the scope of the relevant Sale Subcontract in such manner that, in the calculation of the quantity of investment metal to be sold pursuant to Article V.4 of the Contract, the Selling Price shall be increased by postage, packing, and insurance. The Seller's claim to payment of the price of Products being purchased by the Buyer and to payment of postage, packing, and insurance shall be set off against the Buyer's claim to payment of the Selling Price. A purchased Product shall be delivered to the Buyer under terms and conditions analogous to Article IV. of the Contract. The Buyer shall acquire ownership of the Product upon payment of the price thereof.
- 6. Should the Buyer choose to have the Selling Price paid out in cash, the Buyer shall further be required to pay transaction fees associated with the dispatch of payment as per the Fee and Service Price List valid as at the Sale Date. Unless agreed otherwise, transaction fees associated with the dispatch of payment shall be paid by the sale of the corresponding quantity of investment metal from the Buyer's Weight Accumulation Account within the scope of the relevant Sale Subcontract in such manner that, in the calculation of the quantity of investment metal to be sold pursuant to Article V.4 of the Contract, the Selling Price shall be increased by such transaction fees. The Seller's claim to payment of transaction fees associated with the dispatch of payment shall be set off against the Buyer's claim to payment of the Selling Price. Within 20 Business Days of the Sale Date, the outstanding balance of the Selling Price shall be deposited in the bank account specified for this purpose by the Buyer.
- 7. When a payout is made from the Weight Accumulation Account, the Seller shall be entitled to a fee for facilitating the sale of investment gold (hereinafter referred to as the "Seller's Investment Gold Sale Facilitation Fee") as per the Fee and Service Price List valid as at the Sale Date. The Seller's Investment Gold Sale Facilitation Fee shall be paid by reducing the balance of the weight of the investment metal in the Weight Accumulation Account by a quantity corresponding to the amount of that fee. The quantity of investment metal corresponding to the Seller's Investment Gold Sale Facilitation Fee shall be calculated as per the Buyback Price List valid as at the Sale Date.
- 8. The Seller shall accept the Buyer's offer to enter into a Sale Subcontract by sending the Buyer confirmation of sale to the Buyer's Customer Account and/or email address within five Business Days of the Sale Date (hereinafter referred to as the "Sale Confirmation"). The Seller shall be under no obligation to accept an offer to enter into a Sale Subcontract. Should the quantity of investment metal to be sold under a Sale Subcontract, as determined in accordance with Article V.4 of the Contract, exceed the Maximum Sale Weight Variance, the Sale Subcontract shall not be concluded. Notwithstanding the foregoing, the Seller shall send Sale Confirmation to the Buyer's Customer Account and/or email address, whereby the Sale Confirmation shall constitute a new irrevocable offer by the Seller to enter into a Sale Subcontract. That offer shall be accepted unless the Buyer disagrees with it in writing within 10 calendar days of the date on which the Buyer receives the Sale Confirmation; acceptance of any Product purchased by the Buyer pursuant to Article V.5 of the Contract shall also constitute acceptance of the offer. Should the Buyer choose to have the Selling Price paid out in cash, the Buyer shall also return to the Seller, within the time limit to express disagreement, the entire Selling Price (or the entire portion thereof paid by the Seller to the Buyer in accordance with Article V.6 of this Contract), if the Seller has already paid this to the Buyer under the relevant Sale Subcontract, otherwise the Sale Subcontract shall be deemed to have been concluded. Further, a Sale Subcontract shall not be concluded if an insufficient quantity of investment metal to fulfil that Sale Subcontract is recorded in the Weight Accumulation Account on the Sale Date.
- 9. The Buyer shall also be entitled at any time to request that the Seller transfer a quantity of investment metal selected by the Buyer from the Buyer's Weight Accumulation Account to a Weight Accumulation Account registered by the Seller under another iiplanMax[®], iiplanRentier[®], or iiplanGold[®] purchase contract, including to the Weight Accumulation Account of a third party (in which case this shall constitute the transfer of the selected quantity of investment metal for the benefit of such third party), subject to the following terms and conditions:
 - a. The Buyer shall submit the transfer request via the Customer Account (by filling in the relevant form and signing it electronically pursuant to Article III.3 of the Contract). In a request for transfer to the Weight Accumulation Account of an iiplanGold® purchase contract, the Buyer shall select either the quantity of investment metal to be transferred or the amount from the Current Value of the Weight Accumulation Account to which the corresponding quantity of investment metal is to be transferred. In a request for transfer to the Weight Accumulation Account of an iiplanRentier® or iiplanMax® purchase contract, the Buyer shall select the amount from the Current Value of the Weight Accumulation Account to which the corresponding quantity of investment metal is to be transferred (in this

case, it is not possible to select a quantity of investment metal to be transferred). In both cases, the Buyer shall also identify the Weight Accumulation Account to which the investment metal is to be transferred and the date on which the investment metal is to be transferred (hereinafter referred to as the "Transfer Date"), which, at the earliest, may be the day following the transfer request, unless, in any particular case, the Seller allows the transfer to be made on the date of the request. Should the Buyer request a payout from the Weight Accumulation Account in an amount which, as at the date of delivery of the payout instruction, gives rise under the AML Act to the Seller's obligation to identify and/or verify the Buyer, the Sale Date shall not arise until such obligations under the AML Act have been fulfilled.

- b. Should the Buyer, in a request, select an amount from the Current Value of the Weight Accumulation Account to which the corresponding quantity of investment metal is to be transferred, the quantity of investment metal to be transferred shall be calculated as at the Transfer Date in accordance with Article V.4 of this Contract mutatis mutandis (however, the provisions on the Maximum Sale Weight Variance shall not apply); for the purposes of this transfer, the Current Value shall always be determined in accordance with Article V.2(a) of this Contract.
- c. Should the Buyer request a transfer to the Weight Accumulation Account of an iiplanRentier® or iiplanMax® contract, the quantity of investment metal to be transferred shall be calculated as at the Transfer Date in accordance with Article V.4 of this Contract, mutatis mutandis (however, the provisions on the Maximum Sale Weight Variance shall not apply); for the purposes of this transfer, the Current Value shall always be determined in accordance with Article V.2(c) of this Contract.
- d. When a transfer is made from the Weight Accumulation Account, the Seller shall be entitled to a Seller's Investment Gold Sale Facilitation Fee as per the Fee and Service Price List valid as at the Transfer Date. The Seller's Investment Gold Sale Facilitation Fee shall be paid by reducing the balance of the weight of the investment metal in the Weight Accumulation Account by a quantity corresponding to the amount of that fee. The quantity of investment metal corresponding to the Seller's Investment Gold Sale Facilitation Fee shall be calculated as per the Buyback Price List valid as at the Transfer Date.
- e. The Seller shall accept the Buyer's request for a transfer from a Weight Accumulation Account by sending the Buyer transfer confirmation to the Buyer's Customer Account and/or email address within five Business Days of the Transfer Date, thereby concluding an agreement on a transfer from a Weight Accumulation Account (hereinafter referred to as the "Weight Accumulation Account Transfer Agreement"). The Seller is under no obligation to comply with a transfer request and enter into a Weight Accumulation Account Transfer Agreement. Investment metal shall not be transferred, in particular, if, on the Transfer Date, an insufficient quantity of investment metal is registered in the Buyer's Weight Accumulation Account to effect the transfer thereof.
- f. The quantity of investment metal recorded in the Buyer's Weight Accumulation Account shall be reduced by the quantity of investment metal to be transferred, and the quantity of investment metal recorded in the target Weight Accumulation Account designated by the Buyer for the transfer shall be increased by the same.
- 10. For the avoidance of doubt, the Parties acknowledge that if investment metal is transferred from a Weight Accumulation Account registered by the Seller under another iiplanGold® purchase contract to the Buyer's Weight Accumulation Account by means of procedure analogous to that laid down in Article V.9 of this Contract, the quantity of investment metal recorded in the Buyer's Weight Accumulation Account shall be increased by the quantity of the investment metal to be transferred.
- 11. For the avoidance of doubt, the Parties agree that, by means of payouts from a Weight Accumulation Account or transfers pursuant to Article V.9 of the Contract, the quantity of investment metal recorded in the Weight Accumulation Account may be fully exhausted (i.e. the value of the Weight Accumulation Account may be equal to zero) without thereby causing the termination of this Contract.
- 12. Should the Seller reliably learn of the death of the Buyer, the Seller shall cancel, without undue delay, all payouts from the Weight Accumulation Account which were entered by the Buyer but for which the Sale Date remains pending, as well as transfers of grams which were entered by the Buyer but for which the Transfer Date remains pending.

VI.

UKONČENÍ ZÁVAZKU ZE SMLOUVY

- 1. This Contract shall be of indefinite duration.
- 2. This Contract may be terminated by either Party with three months' notice, commencing on the first day of the calendar month following service of notice on the other Party. Notice of termination of the Contract may be served solely in paper

form. For the purposes of the Contract, the date of service of notice is defined solely as the Business Day on which the notice is delivered within the addressee's sphere of influence by 4 p.m. CET.

- 3. The Buyer acknowledges that the price of investment metal depends on financial market fluctuations beyond the Seller's control. In view of this fact, pursuant to Section 1837(b) of Czech Act No 89/2012, the Civil Code, as amended, the Buyer shall not have the right to withdraw from this Contract, or a Purchase Subcontract, a Sale Subcontract, or a Weight Accumulation Account Transfer Agreement in accordance with Section 1829 of Czech Act No 89/2012, the Civil Code, as amended.
- 4. Upon notice of termination of the Contract, all the Buyer's payments credited towards payment of the Input Price Increase as at the date on which the notice period expires are attributable to the Seller and no compensation is provided by the Seller
- 5. If the obligations hereunder are extinguished and at the same time investment metal purchased by the Buyer is at the Seller (a non-zero amount of investment metal is recorded in the Weight Accumulation Account), the Buyer shall be entitled to compensation in an amount calculated according to the Buyback Price List valid as at the date of extinguishment of the obligations hereunder (or, if the obligations hereunder are extinguished due to termination of the Contract, according to the Buyback Price List valid as at the date of service of notice on the other party) based on the quantity of investment metal recorded in the Weight Accumulation Account. Upon extinguishment of the obligations hereunder, the Buyer shall choose without undue delay (in the text of the served notice if the Buyer is terminating the Contract) whether the Buyer requires the compensation to be paid out in investment metal or in cash. Should the Buyer fail to select the required payout method within the time limit set out in the preceding sentence, the compensation shall be paid out in cash. Compensation shall be paid in accordance with Article V.5 or 6 hereof, and the Sale Date shall be deemed to be the date on which the obligations hereunder are extinguished.
- 6. Termination of the contractual relationship shall be confirmed to the Buyer's Customer Account and/or email address.

VII.

CLAIMS

1. Rights arising from defective performance and the Seller's liability for defects are governed by the relevant provisions of Czech Act No 89/2012, the Civil Code, as amended, including, without limitation, Sections 2099 to 2112 and Sections 2165 to 2174 thereof. The Buyer shall submit a claim in writing to the Seller's address for service, by telephone, or by email to the Seller's email address, citing the original Contract number and a description of the defects found. The Seller shall send the Buyer confirmation of receipt of the claim to the Buyer's Customer Account and/or email address. The Seller shall make a decision on the claim within three Business Days of receipt thereof and shall notify the Buyer of the decision at the Buyer's Customer Account and/or email address, unless otherwise agreed with the Buyer. A legitimate claim shall be settled without undue delay, and in any event no later than 30 calendar days from the date on which the claimed Subject of Purchase is delivered to the Seller's address.



RECORDING OF DATA, PERSONAL DATA PROTECTION

- 1. The Seller shall process the personal data of the Buyer in particular for the purposes of contractual performance hereunder. Further information on how the Seller processes such personal data can be found in the Legal Statement available on the Seller's Website (at https://ibis.ibisingold.com/Files/pdf/EN/Legal). The Seller shall be entitled to unilaterally change the Legal Statement at any time and shall notify the Buyer of such change.
- 2. Pursuant to Article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the Buyer consents to the processing of the Buyer's photograph and selfie video for purposes of identification under the AML Act through a digital service operated by a third party (i.e. as at the date of conclusion of the present Contract, the Amazon Rekognition service provided by Amazon Web Services, Inc.). The Buyer may withdraw such consent to the processing of personal data for this purpose at any time via the contact email address, the customer service line, or the Customer Account. The Buyer acknowledges that such identification may be necessary for the Seller to comply with obligations under the AML Act, and that refusal to give consent or the withdrawal of consent may lead to termination of the contractual relationship hereunder by written notice of termination served by the Seller. The Buyer's personal data shall be processed and retained until the withdrawal of consent, unless another legal basis exists for

such processing, in which case it shall be processed and retained for the duration of the obligations under the Contract and for a further ten years following the cessation of all obligations hereunder between the Buyer and the Seller.

IX. BUYBACK OF THE SUBJECT OF PURCHASE

- 1. The Seller will buy back all units of the Subject of Purchase and other Products (delivered in investment metal in the event of payout from the Weight Accumulation Account) sold by the Seller under the Contract at a price (the "Buyback Price") determined in the manner set in accordance with the Buyback Price List valid for the date on which the Subject of Purchase and/or the Product to be bought back are delivered to the Seller (the "Buyback Date"). The Buyback Price is published in the Buyback Price List from Monday to Friday after 6 p.m. CET; upon publication, it takes effect immediately and remains valid for the following day and, if applicable, for other days when the Buyback Price is not published in the Buyback Price List pursuant to the first part of this sentence. The Buyback Price List is not an offer to enter into a contract, but only an invitation to submit offers to enter into a contract.
 - a. In the event of the buyback of the Subject of Purchase after at least 60 months have elapsed between delivery to the Buyer and the Buyback Date, the Buyback Price shall consist of: (i) the Metal Buyback Price; (ii) the IBIS Buyback Premium; and (iii) the iiplanGold[®] Buyback Premium. The iiplanGold[®] Buyback Premium per unit of the Subject of Purchase shall be stated in the Buyback Price List.
 - b. In the event of the buyback of the Subject of Purchase in a situation where at least 60 months have yet to elapse between delivery to the Buyer and the Buyback Date, the Buyback Price
 - c. Where another Product is bought back, the Buyback Price shall consist of: (i) the Metal Buyback Price; and (ii) the IBIS Buyback Premium.
- 2. The Buyer shall submit to the Seller a proposal to enter into a contract for the buyback of the Subject of Purchase or Product: (i) through the Customer Account by filling in the relevant form and signing it electronically in accordance with Article III.3 hereof; (ii) by sending a copy of a hand-signed written proposal worded as per the form in the Customer Account to the Seller's email address; or (iii) by sending a hand-signed written proposal on paper, worded as per the form in the Customer Account, to the Seller's address. The subject of a proposal to enter into a buyback contract, which is irrevocable, shall be the sale of the specified Subject of Purchase, or Product, at the Buyback Price on condition that the metal buyback price on the Buyback Date is not more than 10% lower than on the date on which the Buyer made the proposal to the Seller to enter into a buyback contract (hereinafter referred to as the "Minimum Metal Price"). The Seller accepts such a proposal to enter into a contract by making cashless payment of the Buyback Price (less any transaction fees associated with the dispatch of payment as per the valid Fee and Service Price List). Prodávající akceptuje takový návrh na uzavření smlouvy bezhotovostní úhradou Výkupní ceny. Prodávající návrh na uzavření smlouvy odmítne v případech, kdy je povinen odmítnout uskutečnit obchod dle AML zákona nebo jiného právního předpisu.
- 3. If the Metal Buyback Price is lower than the Minimum Metal Price, the Buyer shall be entitled to make a new offer or, further to the Buyer's request, the Seller shall send the received Subject of Purchase, or Product, back to the Buyer's address at the Buyer's expense (postage, packing, and insurance as per the valid Fee and Service Price List).
- 4. The Seller shall conduct a physical inspection of the authenticity, fineness and general integrity of the Subject of Purchase, or the Product, including the certificate and any and all accessories supplied. In the event of delivery of a damaged or incomplete Subject of Purchase, or Product, or damaged or incomplete accessories of the Subject of Purchase, or Product, the Seller shall have the right to set a lower Buyback Price or to refuse the buyback and return the Subject of Purchase, or Product, to the Buyer's address at the Buyer's expense (postage, packing, and insurance as per the valid Fee and Service Price List). Should the Seller set a lower Buyback Price, the Seller shall send the Buyer a proposal to enter into a buyback contract to the Customer Account and/or email address specified in the heading of the buyback contract; the Buyer shall confirm such proposal by email sent to the Seller from the email address specified in the buyback contract. Should the Buyer fail to confirm a proposal to enter into a buyback contract within a reasonable time limit set by the Seller, which shall be specified in the proposal, the Seller shall return the Subject of Purchase, or Product, at the Buyer's expense (postage, packing, and insurance as per the valid Fee and Service Price List) to the Buyer's address.

X. FINAL PROVISIONS

- 1. This Contract shall pass to any successor in title of the Buyer. The Contract or a Subcontract may be assigned to another entity and the obligations arising from the Contract may be assumed by another entity on the basis of a Contract on the Assignment of Rights and Assumption of Obligations. Should the Buyer die, the Seller shall be entitled and obliged to notify the authority conducting the inheritance proceedings of the status of the business relationship with the Buyer as at the date of death; settlement shall then be made with the rightful heir after a final decision on inheritance has been submitted to the Seller.
- The addresses listed above in the heading shall be used for service. Where hereby agreed between the Parties, documents may be delivered to the email addresses listed above in the heading or, in the Buyer's case, to the Buyer's Customer Account.
- Except where the Contract expressly contains other provisions, the legal relationship between the Parties shall be governed by the applicable law of the Czech Republic, including, but not limited to, Act No 89/2012, the Civil Code, as amended.
- 4. The Parties acknowledge that they have read the Contract and agree to its contents, and that it has been drawn up in accordance with their true and genuine will, clearly and definitely, and not under duress on manifestly disadvantageous terms. If the Buyer is married or in a civil partnership, the Buyer declares that their spouse or civil partner agrees to this Contract.
- 5. By accepting the proposal to enter into the Contract, the Buyer confirms that the Buyer, sufficiently in advance, has become acquainted with the Information provided to interested parties prior to the conclusion of an iiplanGold[®] Purchase Contract (hereinafter referred to as the "Information"), which was received together with this draft Contract, understands the Information provided, and any questions regarding the Information have been duly answered by the Seller.
- 6. Pro případ, že tato Smlouva byla vyhotovena dvojjazyčně, smluvní strany sjednávají, že v případě nesrovnalostí mezi jednotlivými jazykovými verzemi Smlouvy je rozhodující její české znění; není-li vyhotovena v českém znění, pak je rozhodující její anglické znění.

XI. ALTERNATIVE DISPUTE RESOLUTION

1. As a consumer, the Buyer has the right to an out-of-court settlement of a consumer dispute. The entity responsible for such alternative dispute resolution for consumer disputes is the Czech Trade Inspection Authority (www.coi.cz). The Buyer shall be entitled to initiate alternative dispute resolution only after failing to resolve the dispute directly with the Seller. The Buyer must prove this fact to the Czech Trade Inspection Authority. The Buyer shall be entitled to file a claim with the Czech Trade Inspection Authority no later than one year from the date on which the Buyer first exercised the right in question, i.e. the subject of the dispute, with the Seller. There is no charge for alternative dispute resolution for consumer disputes. Upon commencement of alternative dispute resolution, there is no statute of limitations. The above procedure shall be without prejudice to the Buyer's right to take a claim to court. A court of competent jurisdiction pursuant to the laws of the Czech Republic shall have jurisdiction to arbitrate on disputes arising out of the concluded Contract.

XII.

ACCEPTANCE OF THE DRAFT CONTRACT AND AMENDMENTS TO THE CONTRACT

- 1. Návrh Smlouvy je Kupujícímu zasílán ve formátu pdf na jeho Zákaznický účet a/nebo e-mailovou adresu uvedenou v záhlaví Smlouvy. Po obdržení a prostudování návrhu Smlouvy Kupující, má-li o uzavření Smlouvy zájem, provede bezhotovostní platbu minimálně ve výši 4,00 EUR na účet Prodávajícího uvedený v zápatí této Smlouvy nebo na Stránkách Prodávajícího. Tato platba je neodvolatelnou nabídkou Kupujícího na uzavření Smlouvy podle obdrženého návrhu. Platba musí být provedena z účtu uvedeného v záhlaví Smlouvy, jehož je Kupující majitelem, a s variabilním symbolem, který je totožný s číslem Smlouvy, a případně zprávou pro příjemce "AML, IBIS InGold" (dále jen "Potvrzující platba").
- 2. Pokud obdrží Prodávající Potvrzující platbu, avšak bez příslušného variabilního symbolu, popř. s chybným variabilním

symbolem, informuje o takové skutečnosti Prodávající Kupujícího, a to na jeho Zákaznický účet a/nebo e-mailovou adresu. Kupující má následně lhůtu 7 Provozních dnů na to, aby Potvrzující platbu dodatečně identifikoval, a to z e-mailové adresy uvedené v záhlaví Smlouvy, přičemž v předmětném e-mailu uvede (i) datum platby, (ii) výši platby, (iii) číslo účtu, (iv) jméno majitele účtu, (v) správný variabilní symbol a (vi) zprávu pro příjemce "AML, IBIS InGold". Prodávající nejpozději do 15 Provozních dnů ode dne připsání Potvrzující platby se všemi údaji a doložení dokladů potřebných k provedení identifikace a/nebo kontroly dle AML zákona zprávou na Zákaznický účet a/nebo e-mailovou adresu Kupujícího potvrdí, že Smlouva byla uzavřena. Smlouva je uzavřena okamžikem, kdy Kupující obdrží od Prodávajícího potvrzující zprávu na jeho Zákaznický účet a/nebo e-mailovou adresu. Pro vyloučení pochybností se stanoví, že Prodávající může uzavření Smlouvy potvrdit, i když obdrží e-mail od Kupujícího dostatečně identifikující Protvzující platbu dle výše uvedeného později než v požadované lhůtě

- 3. The Buyer shall provide the Seller with documents pursuant to the AML Act (a copy of an identity document, a document evidencing that the account from which the Buyer made the Confirmation Payment exists and is held in the Buyer's name, and any further documents prescribed by the AML Act or requested of the Buyer by the Seller). The Buyer shall upload such documents via the mobile application or the web interface to the Customer Account, or, with the Seller's consent, send them to the Seller's email address. The Seller shall identify and/or verify the Buyer on the basis of such documents in accordance with the AML Act.
- 4. The confirmation payment (less any bank charges associated with the receipt of payment) will be used to cover the Input Price Increase and/or the purchase of investment metal at a ratio based on the type of contract.
- 5. Acceptance of an offer to enter into the Contract accompanied by an addendum or deviation shall be precluded in advance, unless this is an addendum, the written proposal to enter into which is sent to the Buyer by the Seller via the Buyer's Customer Account and/or email address specified in the heading hereof together with the Contract, in which case the Contract shall be concluded under the above terms and conditions in the wording of the addendum.
- 6. Changes to the Contract may be made, in each case, by written addenda in paper form and/or by filling in the relevant form in the Customer Account, which shall be electronically signed in accordance with Article III.3 hereof. If the subject of an amendment to the Contract is a change in the Buyer's telephone number, the addendum shall be concluded in a written form on paper.
- 7. Prodávající má právo a v některých případech i povinnost identifikovat, kontrolovat a prověřovat Kupujícího, mimo jiné s ohledem na jeho kredibilitu, opatření proti legalizaci výnosů z trestné činnosti a financování terorismu (včetně případně zesílené identifikace a kontroly Kupujícího), provádění mezinárodních nebo národních sankcí a opatření proti podvodům a nepoctivým nebo spekulativním obchodům. V rámci identifikace, kontroly a prověřování může Prodávající požadovat od Kupujícího poskytnutí dodatečných informací anebo dokumentů podle svého vlastního uvážení. Jestliže Kupující vyžádané informace nebo dokumenty Prodávajícímu neposkytne v přiměřené lhůtě anebo i po jejich poskytnutí budou přetrvávat pochybnosti Prodávajícího o kontrolovaných nebo prověřovaných skutečnostech, může Prodávající (i) od Smlouvy bez dalšího odstoupit; anebo (ii) odmítnout zpracovat výplatu nebo jiné plnění ze strany Kupujícího nebo v jeho prospěch. Práva a povinnosti Prodávajícího vyplývající z kogentních ustanovení právních předpisů tím nejsou dotčeny. Při identifikaci Kupujícího kontrolní platbou podle AML zákona se Kupující zavazuje plnit veškeré povinnosti vyplývající z tohoto zákona a poskytovat k tomu potřebnou součinnost i Prodávajícímu.

Praha, 04.11.2025

Libor Kochrda
Chairman of the Board of Directors
IBIS InGold[®], a.s.