

## PROPOSAL TO CONCLUDE **A PURCHASE CONTRACT IIPLANGOLD**<sup>®</sup>

IBIS InGold<sup>®</sup>, a. s., having its registered office at Rybná 682/14, Staré Město, 110 00 Praha 1, Czech Republic, incorporated by entry in the Commercial Register maintained by the Municipal Court in Prague under register entry B 18920, company registration number: 25525433, VAT number: CZ25525433 (hereinafter referred to as the "Seller"), email: shop@ibisingold.com, website operated by the Seller (hereinafter referred to as the "Seller's Website"): ibis.ibisingold.com, represented by Libor Kochrda, Chairman of the Board of Directors, hereby makes a proposal to the customer specified below as the buyer (hereinafter referred to as the "Buyer") to enter into this iiplanGold<sup>®</sup> Purchase Contract (hereinafter referred to as the "Contract"). The Buyer may accept the proposal to enter into the Contract in the manner provided for in Article XII hereof.

### 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

The husband's/wife's account or registered partner's account may also be used for accepting the Contract.

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.

## II. PURCHASE SUBCONTRACTS AND DETERMINATION OF THE PURCHASE PRICE

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 transaction description (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 date on which the amount is credited to the Seller's account, 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 purchased shall be measured in grams to six decimal places.

3. The amount of money shall be deemed to be paid at the moment it is credited to the Seller's account, provided it is credited by 11 a.m. CET on a Business Day; otherwise it shall be deemed to be paid on the following Business Day (hereinafter referred to as the "Payment Date"). For the purposes of this Contract, Business Day means any business day on which banks are customarily open for the provision of banking services in the Seller's country of establishment (hereinafter referred to as a "Business Day"). If the amount of money is unidentifiable due to an incorrectly entered contract number in the transaction description (variable symbol), the Payment Date shall be the first Business Day on which the identification of the payment is known to the Seller before 11 a.m. CET. All terms and conditions of a Purchase Subcontract shall be governed by the present Contract. Payment shall be made by wire transfer, unless funds are deposited directly into the Seller's account, with the Contract number in the transaction description (variable symbol).
4. The Seller shall accept the Buyer's offer to enter into a Purchase Subcontract by sending the Buyer confirmation of purchase to the Buyer's Customer Account and/or the Buyer's email address within five Business Days of the Payment Date (hereinafter referred to as the "Purchase Confirmation"). The Seller shall be under no obligation to accept an offer to enter into a Purchase Subcontract. An offer shall not be accepted in particular if the Seller suspects that the primary purpose of the offer is the Buyer's speculation on the price of the investment metal, or if extraordinary unforeseeable circumstances beyond the Seller's control arise (e.g. natural disasters, viral epidemics, armed conflicts, general strikes, etc.) which cause significant fluctuations in the purchase prices of investment metals on the market. Should the weight of the investment metal purchased under a Purchase Subcontract exceed the Maximum Purchased Weight Variance, the Purchase Subcontract shall not be concluded. Notwithstanding the foregoing, the Seller shall send Purchase Confirmation to the Buyer's Customer Account and/or email address, whereby the Purchase Confirmation shall constitute a new irrevocable offer by the Seller to enter into a Purchase Subcontract. That offer shall be deemed accepted unless the Buyer disagrees in writing within 15 calendar days of the date on which the Buyer receives the Purchase Confirmation; any subsequent payment by the Buyer to the Seller or acceptance of any Subject of Purchase shall also constitute acceptance of the offer.
5. 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.
6. 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.
7. 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.
8. 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).

## IV. DELIVERY OF THE SUBJECT OF PURCHASE

1. 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 reshipe 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 reshipe 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)

1. 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.
3. 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. 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<sup>®</sup>, iiplanRentier<sup>®</sup>, or iiplanGold<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> or iiplanMax<sup>®</sup> 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.

- 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*<sup>®</sup> or *iiplanMax*<sup>®</sup> 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*<sup>®</sup> 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. TERMINATION OF CONTRACT

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 Contract 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.

## VIII. 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.

## 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 shall consist solely of the Metal 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).
  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.
2. 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.
3. 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. If this Contract is bilingual, the Parties agree that, in the event of any inconsistency between the different language versions of the Contract, the English version hereof shall prevail.

## 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](http://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. The proposal to enter into the Contract shall be sent to the Buyer in pdf format to the Buyer's Customer Account and/or email address specified in the heading of the Contract. The Buyer shall enter into the Contract by making a non-cash payment to the Seller's account listed in the footer of this Contract or on the Seller's Website. Such payment shall be made from the account or via the payment card (if permitted by the Seller) listed in the heading of the Contract, the holder of which is the Buyer or the Buyer's spouse or civil partner listed in the heading of the Contract as the holder of the account / payment card. The payment shall be made in the minimum amount of EUR 4,00 and the Contract number shall be specified in the transaction description (i.e. the variable symbol shall be identical to the Contract number) (hereinafter referred to as the "Confirmation Payment").
2. The Contract is concluded when the Confirmation Payment is credited to the Seller's account. The Confirmation Payment shall be credited to the Seller's account no later than 11 a.m. CET on the 15th calendar day from the date on which the Buyer receives the proposal to enter into the Contract in the Customer account and/or at the email address specified in the heading of the Contract. The Seller shall confirm the conclusion of the Contract to the Buyer by means of a message to the Buyer's Customer Account and/or email address. Where payment is made from the account of a spouse or civil partner, the Buyer declares that the payment has been made by the Buyer or by the account holder acting as the Buyer's representative.
3. 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.
4. Should the Seller receive a Confirmation Payment, but absent the corresponding Contract number in the transaction description (i.e. without a variable symbol), or with an incorrect Contract number in the transaction description (i.e. with an incorrect variable symbol), the Seller shall notify the Buyer of such fact by sending a message to the Buyer's Customer Account and/or email address. The Buyer shall then have a time limit of seven calendar days to subsequently identify the Confirmation Payment from the email address specified in the heading of the Contract, stating in that email: (i) the date of payment; (ii) the amount of the payment; (iii) the account number or payment card number (depending on the method of payment); (iv) the name of the account holder or payment card holder (depending on the method of payment); and (v) the correct contract number (variable symbol). The Seller shall then confirm that the Contract has been concluded by sending a message to the Buyer's Customer Account and/or email address. The Contract shall be concluded at the moment the Buyer receives a confirmation message from the Seller via the Buyer's Customer Account and/or email address. For the avoidance of doubt, it is understood that the Seller may confirm the conclusion of the Contract even if the Seller receives an email from the Buyer sufficiently identifying the Confirmation Payment in the aforesaid manner after the required time limit.

has elapsed.

5. Should the Seller receive the Confirmation Payment after the time limit set out in Article XII.2 hereof has elapsed, the Contract shall be concluded only if the Seller notifies the Buyer of this fact via the Buyer's Customer Account and/or email address within five Business Days of the date of receipt of such payment.
6. 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.
7. 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.
8. The Seller shall have the right, and in certain cases the obligation, to identify, check and verify the Buyer, inter alia, with respect to the Buyer's creditworthiness, measures to counter money laundering and terrorist financing (including, where applicable, intensified identification and checks of the Buyer), and the implementation of international or national sanctions and measures to counter fraud and unfair or speculative trading. As part of such identification, checks and verification, the Seller, at the Seller's own discretion, may require the Buyer to provide additional information and/or documents. Should the Buyer fail to provide the requested information or documents to the Seller within a reasonable period of time, or should the Seller's doubts about the facts under review or verification persist even after the provision of such information or documents, the Seller may: (i) terminate the Contract without further notice; or (ii) refuse to process a payment or other performance by or for the benefit of the Buyer. This shall be without prejudice to the Seller's rights and obligations under mandatory provisions of law. Where the Buyer is identified by means of a control payment pursuant to Act No 253/2008 on certain measures to combat money laundering and terrorist financing, the Buyer undertakes to fulfil all obligations arising from that Act and to provide the Seller with the necessary cooperation.

Partner, number

Brokered by the partner's representative responsible for the correctness of the data filled in and for the verification of the Buyer's identity:

Full Name

Number

E-mail

Mobile Phone

Praha, 22.10.2024



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