

## INFORMATION PROVIDED TO POTENTIAL BUYERS BEFORE THE CONCLUSION OF A ONE-TIME DISTANCE PURCHASE CONTRACT AND INSTRUCTIONS ON THE RIGHT OF THE POTENTIAL BUYER TO WITHDRAW FROM THE CONTRACT (hereinafter the "Information")

The Seller is legally entitled to offer the conclusion of, and conclude, a One-Time Purchase Contract (hereinafter the "Contract"), and the potential Buyer is interested in concluding such Contract. With regard to this fact, the Seller provides the following pre-contractual information to the potential Buyer to inform them, as well as possible and sufficiently in advance before the actual Contract is concluded, about certain essential issues of the contractual relationship, in accordance with Section 1820 of Act No 89/2012, the Civil Code, as amended (hereinafter the "Civil Code"). The information relates to the content of the contractual relationship, including instructions on the possibility of withdrawing from the concluded Contract.

The information is available on the website of the Seller [ibis.ibisingold.com](http://ibis.ibisingold.com) (hereinafter referred to as the "Seller's Website"). The Interested Party will receive it together with a proposal to conclude the Contract in PDF format, while after accepting the proposal to conclude the Contract they will also confirm they have been familiarized with the Information adequately and sufficiently in advance before concluding the Contract, that they understand the Information and that they agree with the data included and have received satisfactory answers to any potential questions regarding the Information from the Seller.

### 1. ABOUT US

|                                    |   |
|------------------------------------|---|
| <b>TRADE NAME</b>                  | IBIS InGold, a.s. (hereinafter referred to as the "Seller")   |
| <b>LEGAL FORM</b>                  | joint stock company   |
| <b>COMPANY NUMBER</b>              | 25 52 54 33   |
| <b>REGISTERED OFFICE</b>           | Rybná 682/14, 110 00 Praha 1 – Staré Město, Česká republika (Czech Republic)  |
| <b>REGISTRATION</b>                | in the Commercial Register maintained at the Metropolitan Court in Prague, file B 18920                                 |
| <b>PRINCIPAL BUSINESS ACTIVITY</b> | production, trade, and services not specified in Annexes 1 through 3 of the Trades Act                                  |
| <b>ASSAY OFFICE</b>                | registration number 12983   |
| <b>MAILING ADDRESS</b>             | IBIS InGold, a.s., Customer Support Centre, Jiráskova 908, 676 02 Moravské Budějovice, Česká republika (Czech Republic) |
| <b>CONTACT E-MAIL</b>              | <a href="mailto:shop@ibisingold.com">shop@ibisingold.com</a>  |
| <b>WEBSITE</b>                     | <a href="http://www.ibisingold.com">www.ibisingold.com</a>  |
| <b>CUSTOMER INFORMATION LINE</b>   | (+420) 568 408 088 (Monday to Friday 8:00 – 18:00)  |

## 2. LEGAL ORDER GOVERNING THE LEGAL RELATIONSHIPS BETWEEN THE PARTIES, GOVERNING LAW AND LANGUAGE VERSIONS OF THE CONTRACT

The legal relations arising from the Contract, as well as the legal relations related to the Contract, including issues of validity and consequences of invalidity, are governed by Czech law. The Parties therefore agree that Czech legal regulations are the governing law. The courts of the Czech Republic have substantive and territorial jurisdiction for the judicial settlement of disputes relating to the Contract. The Seller uses the legal regulations of the Czech Republic as the basis for establishing relationships with the potential Buyer prior to Contract conclusion. The Contract can be concluded in the languages available on the Seller's Website. Information will be provided to you in these languages, and the Seller will also communicate with you in writing in these languages. If the Contract has been drawn up bilingually, the Parties agree that in the event of discrepancies between the individual language versions of the Contract, the English version of the Contract shall prevail. The consumer's right to out-of-court settlement of a dispute is described in point 26 of this Information.

## 3. INVESTMENT GOLD

Investment gold is a specific form of gold used as an investment instrument similar to, for example, securities. It can be offered in the form of gold ingots (bricks) or coins with high fineness (up to 999.9) and defined weight, which are purchased both as collectibles and an investment. Investment gold serves as a safe form for depositing financial capital.

## 4. INVESTMENT GOLD AND VAT

Investment gold is exempt from VAT in all EU Member States based on a European Union directive. The import of gold to other countries is usually subject to the tax code of the relevant country.

## 5. INVESTMENT SILVER

Investment silver is a specific form of silver used as an investment instrument similar to, for example, securities. It can be offered in the form of silver ingots (bricks) or coins with high fineness (999.0 to 999.9) and defined weight, which are purchased both as collectibles and an investment. Silver is unique in that it is a precious as well as an industrial metal.

## 6. INVESTMENT SILVER AND VAT

Investment silver, like other metals except for investment gold, is subject to the applicable VAT rate.

## 7. ACCESSORIES

Accessories include wooden boxes of various sizes, cardboard boxes, plastic boxes, cases, or other goods from the Seller's offer, which improve the quality of storage, packaging and transport of ingots, coins and sets. Accessories are subject to the applicable VAT rate.

## 8. FINENESS

Fineness (from "fine" = pure, unmixed) is a numerical indication of the relative weight content of the precious metal in an object or alloy. Fineness is indicated either traditionally by carats or by the more modern "millesimal fineness method". With carats, pure gold - with a content of 1 000 g/kg - has fineness of 24 carats. One carat corresponds to 1/24 of the weight, so pure metal is 24-carat metal. The millesimal fineness method is de facto similar - the number (usually three digits) is determined by the parts per thousand of pure metal by mass in the alloy; pure metal is 999.0 and higher.

## 9. INVESTMENT INGOT

Investment ingot is the designation for a type of investment metal in physical form. Investment metal processed in this form is marked with an embossed serial number, weight, fineness, type of metal and manufacturer. This information is also given on the certificate of authenticity supplied with the ingot.

## 10. INVESTMENT COIN

Investment coin is a type of investment metal in physical form. Investment metal processed in this form is marked with the embossed nominal value, weight, purity, type of metal, year of minting and manufacturer. A certificate of authenticity is delivered with the coin.

## 11. SET OF INVESTMENT INGOTS OR COINS

A set is a clearly defined number of ingots or coins only supplied by the Seller as a whole. Individual ingots or coins cannot be delivered separately.

## 12. CERTIFICATE OF AUTHENTICITY

A certificate of authenticity will be delivered to you together with an investment ingot, coin or set. A certificate of authenticity includes:

- a. the number, information about the fineness, the weight, the investment metal and the manufacturer of the ingot and/or set of ingots;
- b. the nominal value, the weight, the fineness, the type of metal and the manufacturer of the coin and/or set of coins.

This information is identical to that stamped on the ingot or coin. The certificate of authenticity may be part of the original security packaging or may be supplied separately. The form of the certificate of authenticity is determined by the manufacturer or supplier of the ingot, coin or set.

The Seller guarantees you are the first owner of the purchased investment ingots, coins and/or sets.

## 13. ONE-TIME PURCHASE

If you have available funds, you can buy investment gold, investment silver, ingots, coins, sets and accessories (hereinafter the "Subject-Matter of Purchase") through a one-time purchase. The advantage of a one-time purchase is the opportunity to order goods made of different investment metals, in different weights, shapes and quantities, through a single Contract. You can make the most of your available funds and quickly take advantage of current market prices.

## 14. FEES

A one-time purchase includes postage, packaging and consignment insurance fees depending on the shipping method for the Subject-Matter of Purchase according to point 27 of this Information. The fees are quantified when the order form is filled out.

A complete overview of the Subject-Matter of Purchase will be sent to your Customer's Account and/or email address together with the Contract. Other fees according to the valid Pricelist of Fees and Services may be calculated during the subsequent adjustment of the Purchase Price of the Subject-Matter of Purchase according to point 19 of this Information, and notification will be sent to your Customer's Account and/or email address.

The current amount of postage, packaging and insurance fees as of the date of provision of the Information is contained in point 27 of this Information (hereinafter the "Pricelist of Fees and Services"). Information concerning the prices, fees and services of the Seller is therefore available to you before you conclude the Contract.

When concluding the Contract, you agree to use remote communication methods. Any costs you incur using remote communication methods in connection with the conclusion of the Contract (internet connection, telephone calls) are borne by you.

## 15. WHEN DOES A ONE-TIME PURCHASE CONTRACT ENTER INTO FORCE AND EFFECT

A Contract may be concluded solely as described below (in the following steps):

- To conclude a Contract, you need to fill out the online order form on the Seller's Website. The form must be completed in full. The identification information you provide must be correct and true. The order form contains information about:
  - the ordered Subject-Matter of Purchase,
  - the Purchase Price of the Subject-Matter of Purchase and the method of its fixation,
  - the method of payment of the Purchase Price for the Subject-Matter of Purchase,
  - the shipping method used for delivery of the Subject-Matter of purchase,
  - your contact and delivery information,
  - information on the costs associated with the delivery of the Subject-Matter of Purchase.
- The proposed text of the Contract is also available on the Seller's Website, and can be viewed by clicking the "Contract Preview" button. You can change the goods, the number of pieces, the method of payment and other conditions of the Contract in the order form before the Contract is concluded.
- By clicking the "Send Contract" button in the online form, you confirm that the provided information is correct and true, and also confirm your intention to conclude the Contract.
- With this confirmation, you make an offer to the Seller to conclude the Contract according to the completed, or modified, order form. By clicking the "Send Contract" button, you undertake to accept the Subject-Matter of Purchase you ordered via the order form, and you confirm, without applying your own signature, your consent to pay the

Purchase Price (hereinafter the "Order Date").

- The Contract will subsequently automatically be generated for you via the Seller's Website in accordance with the information you have provided. To avoid possible misunderstandings, please verify that the generated Contract corresponds to the information you provided in the online form and to your requirements.
- The Contract will be sent to your Customer's Account and/or to your email address provided in the order form. The Contract will be sent in pdf format, electronically signed by the Seller. Together with the Contract, you will also receive the Information - also in pdf format.

The Seller is entitled to ask you to reconfirm the Contract in a suitable manner if it believes the order (Contract) is unusual, especially in terms of the quantity of goods, price, transport costs, distance, etc. If you do not confirm the Contract within a reasonable period of time, the Seller is entitled to withdraw from the Contract.

All goods placed on the Seller's Website are displayed only for informative purposes, and the Seller is not obliged to enter into a Contract for these goods. Section 1732(2) of Act of the Czech Republic No 89/2012, the Civil Code, will not apply.

The Seller reserves the right to withdraw from the Contract if the ship-to address or the quantity of the ordered Subject-Matter of Purchase is incorrect, or the price for the Subject-Matter of Purchase is clearly doubtful or wrong. Furthermore, the Seller reserves the right to withdraw from the Contract if, when adjusting the Purchase Price of the Subject-Matter of Purchase, you repeatedly refuse to pay the final Purchase Price in breach of the Contract, if you have not fulfilled your obligation to collect and pay for a bindingly ordered or purchased Subject-Matter of Purchase in the past, if the purchased Subject-Matter of Purchase is sold out due to increased demand and it is no longer possible to order it from the Seller's supplier, or if a wrong price was displayed due to a technical error.

The Seller further reserves the right to withdraw from the Contract if it suspects that the main purpose of concluding the Contract is speculation on the price of investment metal, or in the event of extraordinary unforeseen circumstances beyond the Seller's control (e.g. natural disaster, epidemic, armed conflict, general strike etc.) that cause significant fluctuations in the market purchase prices of investment metals.

The Seller further reserves the right to withdraw from the Contract if you have previously materially breached another contract concluded with the Seller.

Notice of withdrawal from the Contract will be delivered to your Customer's Account and/or email address.

## 16. CUSTOMER'S ACCOUNT

You will create a customer's account (hereinafter the "Customer's Account") on the Seller's Website. You must log in to the account before the Contract is sent to you. The Customer's Account is available to you after you enter the login name, password, and possibly a security authentication code. Documents and information sent by the Seller to the Customer's Account in the form of messages will be saved on this account for the purpose of recordkeeping. The content of the messages sent cannot be unilaterally changed by the Seller.

The Seller will send the Contract, information about the conclusion of the Contract, all the information pursuant to the Contract, confirmation of the Contract stating the Actual Price of the Subject-Matter of Purchase on the day of conclusion of the Contract, notification of the dispatch of the Subject-Matter of Purchase, or confirmation of price fixation to the Customer's Account and/or email address. The Seller may also send you marketing information to the Customer's Account if you consent. A message is considered delivered to you when delivered to your Customer's Account.

Treat access data to your Customer's Account carefully and diligently to prevent misuse. In particular, do not store the password in a browser or on a hard disk, regularly check messages received on your Customer's Account, always use strong passwords (preferably a combination of lowercase and uppercase letters in conjunction with numbers and special characters, and use at least the minimum number of characters), regularly change the password and, if you suspect that the password has been misused, immediately inform the Seller. You are responsible for any actions taken through your Customer's Account, including by third parties, regardless of how these third parties obtained access to your Customer's Account. The Seller is not responsible for misuse of your Customer's Account by third parties, in particular for any orders placed through your Customer's Account by such third parties. You expressly confirm that the mobile phone number specified in the header of the Contract is correct, and declare that it is your mobile phone number and can be used for authentication purposes pursuant to the Contract. Sufficiently secure your mobile phone so that it cannot be misused

(especially with regard to security authentication codes).

Through your Customer Account, you can electronically sign documents that the Seller allows to be signed in this manner. You log in to your Customer Account, fill in the relevant form and confirm it with 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. In this way, you validly sign the draft document. The Seller's electronic signature is then affixed to the draft document, and the signed document is sent to your Customer Account and/or email address.

## 17. PAYMENTS

Payments are made to the Seller's bank account by payment order, postal order (cash to account), or by cash deposit to the Seller's bank account.

The Seller's bank account and the number of the Contract (used as the variable symbol) will be a part of the Contract under point 15 of this Information.

If the Seller incurs any bank fees in connection with receipt of your payment on the Seller's account, such fees will be deducted from your payment.

## 18. PRICE OF THE SUBJECT-MATTER OF PURCHASE

The price of investment metals depends on fluctuations in the financial market beyond the Seller's control. The price of the Subject-Matter of Purchase is affected by the price of investment precious metals on the precious metals exchange and the currency exchange rate. The current Purchase Price of investment metals for individual Subject-Matters of Purchase is stated in the Pricelist available on the Seller's Website (hereinafter the "Pricelist"). The Purchase Price is published in the Pricelist from Monday to Friday, always after 18:00 p.m. Central European Time (hereinafter "CET") with immediate effect, and is valid for the following day and potentially for other days when the Purchase Price is not published in the Purchase Pricelist (hereinafter the "Actual Price"). The Pricelist does not represent an offer to conclude a contract, but a call for submission of offers for the conclusion of a contract.

Payment information is sent to your Customer's Account and/or email address with the text of the concluded Contract. When negotiating the Contract, you must select a payment method: either non-cash payment or cash-on-delivery according to the valid Pricelist of Fees and Services.

Cash-on-delivery - the cash-on-delivery payment method is allowed only if cash-on-delivery is offered in the valid Pricelist of Fees and Services (depending on the selected shipping method, the address for delivery of goods, the currency and the price limit for cash-on-delivery). A cash-on-delivery fee is also charged according to the valid Pricelist of Fees and Services. When the Buyer selects cash-on-delivery as the payment method, the Purchase Price is paid when the corresponding amount is credited to the Seller's account. Only one consignment (shipped, pending delivery) with cash-on-delivery as the selected payment method is allowed.

Non-cash payment to the Seller's bank account - payment by bank transfer, postal order, or cash deposit to the Seller's bank account - the Purchase Price is paid by non-cash payment when the corresponding amount with the correct contract number in the transaction description (variable symbol) is credited to the Seller's account.

In the Contract, you undertake to pay the Purchase Price exclusively from your own funds. The Seller is entitled to request you to provide, within a reasonable deadline set by the Seller, proof of origin of the funds from which the Purchase Price was paid. The Seller is obliged to exercise its right within 10 Business Days from the date your payment was credited to the Seller's bank account, or 10 Business Days from its clear identification. If you fail to prove the Purchase Price was paid from funds exclusively owned by you within the specified deadline, the Seller is entitled to withdraw from the Contract. In such a case, the Seller will return the paid Purchase Price or advance on the Purchase Price to you within a reasonable period of time, minus any bank fees related to the receipt of payment and transaction fees associated with the payment according to the valid Pricelist of Fees and Services and costs associated with withdrawal from the Contract.

A Business Day is any working day when banks in the country of the Seller's registered office are open and provide

banking services (hereinafter a "Business Day").

## 19. PRICING (PRICE FIXING)

The price of the Subject-Matter of Purchase is set according to the Pricelist of the Seller valid on the Order Date (hereinafter the "Purchase Price"). The Purchase Price of the Subject-Matter of Purchase may be adjusted later, under the following conditions which are dependent on the selected method of payment and amount of the Purchase Price. The Purchase Price may be paid on delivery (i.e. in cash when the Subject-Matter of Purchase is handed over) or by non-cash payment.

When the Purchase Price is paid on delivery, the Purchase Price set in the Contract is valid with the following exclusion. If you concluded several one-time purchase contracts with the Seller with cash-on-delivery as the selected method of payment of the Purchase Price, the Subject-Matter of Purchase of individual contracts will be shipped gradually, always after the Purchase Price agreed in the previous contract has been credited to the Seller's bank account. In such a case, the Purchase Price of the Subject-Matter of Purchase of the following contracts will be fixed gradually, and:

- if the payment is credited (or identified) by 11:00 a.m. CET on a Business Day, the Pricelist valid for the day the Purchase Price arranged in the previously concluded Contract was credited to the Seller's bank account, or when the payment was identified, will apply,
- if the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Pricelist valid for the following Business Day will apply.

However, the Purchase Price set in this manner will not exceed the Purchase Price valid on the Order Date by more than 20%. If the final Purchase Price exceeds this limit, the Buyer is entitled to refuse to accept the Subject-Matter of Purchase, and thereby withdraw from the Contract. If the final Purchase Price is lower than the Purchase Price valid on the Order Date, or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree that such amendment to the Contract will be effective.

When the Parties agree that the Purchase Price will be paid in a non-cash form up to the "Limit of the total price of goods for an order with non-cash payment and price fixation" according to the Pricelist of Fees and Services valid on the Order Date, the following conditions will apply:

- a. The Purchase Price set in the Contract is valid only if credited to the bank account of the Seller or identified by 11:00 a.m. CET on the Business Day immediately following the announcement of the fourth Actual Price from the Order Date.
- b. If the Purchase Price is credited to the Seller's account or identified later, it will be adjusted according to the Pricelist valid at the time of crediting of the Purchase Price to the Seller's bank account or valid at the time of payment identification, and:
  - if the payment is credited (or identified) by 11:00 a.m. CET on a Business Day, the Pricelist valid for that Business Day will apply,
  - if the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Pricelist valid for the following Business Day will apply.

However, the Purchase Price adjusted in this manner will not exceed the Purchase Price valid on the day the funds were deposited to the Seller's account or on the day a non-cash payment order was placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later) by more than 20%. If the final Purchase Price exceeds this limit, a notification of this final Purchase Price by the Seller to the Buyer represents an offer to amend the Contract, which is accepted unless:

- you expressly refuse it in writing within 24 hours following notification or
- you accept the Subject-Matter of Purchase
- you make any payment to the Seller.

Refusal of an offer to amend the Contract cancels the Contract with non-cash payment in question (obligations from the affected Contract expire from the beginning). If the adjusted Purchase Price is lower than the Purchase Price valid on the day funds are deposited to the Seller's account or on the day a non-cash payment order is placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree to such amendment to the Contract.

If the Parties agree that the Purchase Price is paid in a non-cash form exceeding the "Limit of the total price of goods for an order with non-cash payment and price fixation" according to the Pricelist of Fees and Services valid on the Order Date, the Purchase Price set in the Contract is always adjusted according to the Pricelist valid when the Purchase Price is credited to the bank account of the Seller or according to the Pricelist valid when the payment is identified, and:

- if the payment is credited (or identified) by 11:00 a.m. CET on a Business Day, the Pricelist valid for that Business Day will apply,

- if the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Seller's Pricelist valid for the following Business Day will apply.

However, the Purchase Price adjusted in this manner will not exceed the Purchase Price valid on the day the funds were deposited to the Seller's account or on the day a non-cash payment order was placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later) by more than 20%. If the final Purchase Price exceeds this limit, a notification of this final Purchase Price by the Seller to the Buyer represents an offer to amend the Contract, which is accepted unless:

- you refuse it in writing within 24 hours following notification or
- you accept the Subject-Matter of Purchase
- you make any payment to the Seller.

Refusal of an offer to amend the Contract cancels the Contract with non-cash payment in question (obligations from the affected Contract expire from the beginning). If the adjusted Purchase Price is lower than the Purchase Price valid on the day funds are deposited to the Seller's account or on the day a non-cash payment order is placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree to such amendment to the Contract.

The Purchase Price of Accessories arranged in the Contract will not be changed.

If any sum credited to the Seller's account cannot be identified due to the wrong contract number in the transaction description (variable symbol), for the purposes of price fixation the rule for crediting payments to the Seller's account on the first Business Day on which the Seller identified the payment before 11:00 a.m. CET on a Business Day, will apply.

The information from the electronic bank statement from the Seller's account is decisive for determining the moment when your payment is credited to the Seller's account.

After the funds have been credited to the Seller's account with the correct number of the Contract in the transaction description (variable symbol), or after their identification, a message will be sent to your Customer's Account and/or email address confirming that the payment has been credited to the Seller's account, and confirming the final amount of the Purchase Price.

The difference between the final Purchase Price and the Purchase Price arranged in the Contract will be settled as follows:

- overpayment: any overpayment will be returned by a non-cash payment to your bank account which was used for the last payment, minus any transaction fees associated with the payment according to the valid Pricelist of Fees and Services. If you paid by postal order or made a cash deposit to the Seller's bank account, the overpayment will be returned by a non-cash payment to your account notified to the Seller.
- underpayment - if cash-on-delivery is possible according to the valid Pricelist of Fees and Services (depending on the selected shipping method, ship-to-address and currency), you will settle any underpayment as follows: the Subject-Matter of Purchase will be sent to you and paid cash-on-delivery in the amount corresponding to the underpayment of the final Purchase Price, including the fee for cash-on-delivery according to the valid Pricelist of Fees and Services. Otherwise, you will settle the underpayment by making a non-cash payment to the Seller's account. The non-cash payment will include the number of the Contract in the transaction description (variable symbol). An underpayment settled by cash-on-delivery will not exceed the "Limit of the total price of goods for a cash-on-delivery order" according to the valid Pricelist of Fees and Services. If the underpayment exceeds this limit, you will settle it by making a non-cash payment to the account of the Seller with the correct number of the Contract in the transaction description (variable symbol).
- If you pay the Purchase Price without the fees according to the Pricelist of Fees and Services, you will settle the underpayment by paying for the shipped Subject-Matter of Purchase on delivery in the amount corresponding to the underpayment, including the cash-on-delivery fee according to the valid Pricelist of Fees and Services. If cash-on-delivery is not allowed according to the valid Pricelist of Fees and Services (depending on the selected shipping method, ship-to-address and currency), you will settle the underpayment by a non-cash payment to the Seller's account with the number of the Contract in the transaction description (variable symbol).
- Any paid Purchase Price, or paid advance on the Purchase Price, for a canceled Contract (if you do not approve a higher Purchase Price of the Subject-Matter of Purchase in the event of non-cash payment) is returned to the bank account you last used for payment, minus any bank fees associated with the receipt of the payment and any transaction fees related to the payment according to the valid Pricelist of Fees and Services. If you paid by postal order or cash deposit to the bank account of the Seller, the Purchase Price, or advance on the Purchase Price, adjusted in accordance with the sentence above, is returned in a non-cash form to your account notified to the Seller.



## 20. DELIVERY OF THE SUBJECT-MATTER OF PURCHASE

The Seller undertakes to send you the Subject-Matter of Purchase to the ship-to-address specified in the Contract. The Seller will send the Subject-Matter of Purchase after determining the final Purchase Price and after its payment to the Seller's account pursuant to point 19 of this Information (excluding cash-on-delivery consignments). If the Purchase Price is to be paid cash-on-delivery, the Seller will send the Subject-Matter of Purchase to the Buyer after the conclusion of the Contract. In both cases, the Subject-Matter of Purchase will be delivered to you no later than 60 calendar days from the date of fulfillment of the conditions for delivery, unless delivery is prevented by extraordinary unforeseen circumstances beyond the Seller's control (e.g. natural disaster, epidemic, armed conflict, general strike, extraordinary delay by the Seller's supplier etc.).

The consignment is insured. A tax document is included in the delivery of the Subject-Matter of Purchase. On the day of dispatch of the Subject-Matter of Purchase, the Seller will send a notice of dispatch to your Customer's Account and/or email address listed in the Contract. The maximum value of goods in one consignment may not exceed the limit according to the valid Pricelist of Fees and Services. If an order exceeds this limit, the goods will be divided into several consignments.

As buyer, you are obliged to state the correct ship-to-address for delivery of the Subject-Matter of Purchase. If your ship-to-address has changed, you are obliged to immediately inform the Seller in writing. If you fail to fulfill this obligation and a consignment with the Subject-Matter of Purchase is returned to the Seller, the Seller will resend the Subject-Matter of Purchase to you only after you have repaid the postage, packaging and insurance fees according to the Pricelist of Fees and Services valid on the day the Subject-Matter of Purchase is resent (hereinafter "Pricelist of Fees and Services").

Pursuant to the Contract, you undertake to accept the shipped Subject-Matter of Purchase. If you fail to fulfill this obligation, the Seller will resend the Subject-Matter of Purchase to you. The Seller is obliged to resend the Subject-Matter of Purchase twice, always upon payment of postage, packaging and insurance fees according to the Pricelist of Fees and Services valid on the date of resending. If the specified shipping costs are not paid, the Seller is not obliged to resend the Subject-Matter of Purchase.

If you fail to accept the shipped Subject-Matter of Purchase after a further 2 failed attempts at delivery, the Seller is entitled to withdraw from the Contract. If the Seller withdraws from the Contract due to the reason under the previous sentence, you are obliged to pay the Seller a contractual penalty of 10% of the Purchase Price but no less than 40,00 EUR. The contractual penalty is payable within 5 days from the date of delivery to you of a call for its payment. The Seller is entitled to set off its receivable for the payment of the contractual penalty against your receivable for the refund of the Purchase Price (or an advance on the Purchase Price). If you have not yet paid the postage, packaging and insurance to the Seller for resent consignments according to the Pricelist of Fees and Services valid on the day of dispatch, the Seller is entitled to set off its receivable against your receivable for the refund of the Purchase Price (or an advance on the Purchase Price).

Consignments are delivered according to the selected shipping method for the Subject-Matter of Purchase according to the Pricelist of Fees and Services valid on the date of dispatch. The Buyer is obliged to immediately inspect a delivered consignment, including the Subject-Matter of Purchase. After the integrity of the consignment is checked and it has been accepted, the consignment is deemed delivered. After such acceptance, you are no longer entitled to any legal or financial compensation arising from negligence in the acceptance of the Subject-Matter of Purchase.

If the consignment is delivered with damaged packaging, you may refuse it. In such a case, immediately notify the Seller by email or telephone using the contact data listed in point 1 of this Information.

If you do not receive a consignment with the Subject-Matter of Purchase despite being notified of its dispatch by the Seller via your Customer's Account and/or email address, inform the Seller immediately.

Ownership of the Subject-Matter of Purchase passes to you when you accept it.

The investment precious metals must not be damaged in any way in order to preserve their value. If the Subject Matter of Purchase is in its original protective packaging, there must also be no damage to the protective packaging with the certificate of authenticity.

## 21. CLAIMS

The rights arising from defective performance and the Seller's liability for defects are governed by Act of the Czech Republic No 89/2012, the Civil Code, as amended, in particular Sections 2099 to 2112 and Sections 2165 to 2174. You may file claims in writing to the correspondence address of the Seller, by telephone, or by email to the email address of the Seller, indicating the original number of the Contract and providing a description of the detected defects. The Seller will send you a confirmation of receipt of the claim via your Customer's Account and/or email address. The Seller will issue a decision on a claim within 3 Business Days of its receipt, and notify you via your Customer's Account and/or email address, unless otherwise agreed with you. A justified claim will be settled without undue delay, but no later than within 30 calendar days from the date of delivery of the Subject-Matter of Purchase that is the subject of the claim to the address of the Seller.

## 22. REPURCHASE

The Seller will repurchase all the Subject-Matter of Purchase sold by the Seller based on the Contract (but not the Accessories). The repurchase price of the Subject-Matter of Purchase, or individual parts of the Subject-Matter of Purchase, will be calculated according to the actual pricelist for repurchases stated on the Seller's Website (hereinafter the "Repurchase Pricelist"). Such repurchase is implemented at the price stated in the Repurchase Pricelist (hereinafter the "Repurchase Price"), which consists of:

- the Repurchase Metal Price and
- the IBIS Repurchase Premium, valid for the day when the repurchased Subject-Matter of Purchase was delivered to the Seller (hereinafter the "Repurchase Day")

No other repurchase premium (according to the Repurchase Pricelist, e.g. iiplan<sup>®</sup> Repurchase Premium, iiplanGold<sup>®</sup> Repurchase Premium) is attached to the repurchase of the Subject-Matter of Purchase.

The Repurchase Price is published in the Repurchase Pricelist from Monday to Friday, always after 18:00 p.m. CET, with immediate effect, and is also valid for the following day and potentially for other days when the Repurchase Price is not published in the Repurchase Pricelist. The Repurchase Pricelist is not an offer to conclude a contract, but merely represents a call for the submission of offers.

You may submit a proposal for the conclusion of a contract for the repurchase of the Subject-Matter of Purchase to the Seller:

- via your Customer's Account by filling out the relevant form and signing it electronically in accordance with point 16 of this Information, or
- by sending a copy of a signed written proposal as per the form on your Customer's Account to the email address of the Seller listed in point 1 of this Information, or
- by sending a signed written proposal in paper form as per the form on your Customer's Account to the Seller's address.

The subject-matter of the proposal for the conclusion of a repurchase contract, which is irrevocable, is the sale of the specified Subject-Matter of Purchase for the Repurchase Price, provided that the Repurchase Metal Price will not be more than 10% lower on the Repurchase Date compared to the day on which you submitted the proposal to the Seller for the conclusion of a repurchase contract (hereinafter the "Minimum Metal Price"). The Seller will accept such a proposal for the conclusion of a contract by the non-cash payment of the Repurchase Price (minus any transaction fees associated with the payment according to the valid Pricelist of Fees and Services).

If the Repurchase Metal Price is lower than the Minimum Metal Price, you are entitled to make a new offer or the received Subject-Matter of Purchase will be sent back to you at your address, upon your request, and at your expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services).

The Seller will perform a physical inspection of the authenticity, fineness and overall integrity of the Subject-Matter of Purchase, including the certificate and all supplied accessories that form an integral part of the delivered Subject-Matter of Purchase. In the event of the delivery of damaged or incomplete Subject-Matter of Purchase (including accessories that form an integral part of the Subject-Matter of Purchase), the Seller has the right to set a lower Repurchase Price or reject the repurchase and return the Subject-Matter of Purchase to your address at your expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services). If the Seller sets a lower Repurchase Price, it will send you a proposal for the conclusion of the repurchase contract to your Customer's Account and/or email address specified in the header of the repurchase contract. You will confirm the proposal by email sent to the Seller from the email

address specified in the repurchase contract.

If you do not confirm the proposal for the conclusion of the repurchase contract within a reasonable deadline specified by the Seller in the proposal, the Seller will return the Subject-Matter of Purchase to your address at your expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services).

## 23. NOTICE OF WITHDRAWAL FROM THE CONTRACT

Pursuant to Section 1829 of Act of the Czech Republic No 89/2012, the Civil Code, a consumer has the right to withdraw from a contract within 14 days, with the period running from the date of conclusion of the contract and, in the case of a purchase contract, from the date of receipt of the goods. However, in Section 1837, the Civil Code defines cases when a buyer cannot withdraw from a contract. Pursuant to Section 1837, paragraph b), it is not possible to withdraw from contracts for the supply of goods or services, the price of which depends on fluctuations in the financial market independently of the will of the entrepreneur, and which may occur during the period for withdrawal.

The prices of investment metals depend on financial market fluctuations beyond the Seller's control (the prices of ingots, coins and sets are influenced by the prices of investment precious metals on precious metal exchanges and currency exchange rates), and the Actual Price of investment metals for the Subject-Matter of Purchase is set in accordance with point 18 of this Information. With regard to this fact, pursuant to Section 1837, paragraph b) of Act of the Czech Republic No 89/2012, the Civil Code, as amended, you may not withdraw from the Contract.

The Subject-Matter of Purchase (except for Accessories) cannot be returned to the Seller, only offered for repurchase in line with point 22 of this Information.

However, you have the right to partially withdraw from the Contract - namely regarding Accessories (gift boxes and packages for storing ingots and coins). To exercise this right, you may use the Notice of Partial Withdrawal from the Contract document, which is a part of the sent Contract. Send the Accessories to the Seller as a separate consignment and fill out your address, bank account number, number of Accessories, Purchase Price, date of receipt of the consignment, and tax document number, and send everything to the delivery address specified in point 1 of this Information. You can only withdraw from the Contract regarding Accessories that are not damaged and show no signs of use.

## 24. TERMINATION OF THE CONTRACT

The Contract terminates when you pay the final Purchase Price for the Subject-Matter of Purchase, including the payment of postage, packaging and insurance according to the Pricelist of Fees and Services, or other receivables of the Seller under the Contract, and accept the Subject-Matter of Purchase.

## 25. HOW WE HANDLE YOUR PERSONAL DATA

The Seller will process your personal data primarily for the purposes of performing the Contract. More detailed information on how the Seller will process these personal data is provided in the Legal Statement, available on the Seller's Website (under the following link <https://ibis.ibisingold.com/Files/pdf/EN/Legal>). The Seller is entitled to unilaterally amend the Legal Statement at any time, however you will be informed of any such amendment.

## 26. CONSUMER RIGHT TO OUT-OF-COURT SETTLEMENT

If you are not satisfied with the services of the Seller, you can file a complaint in writing to the correspondence address or to the email address of the Seller specified in point 1 of this Information. The complaint will be settled as soon as possible. The Seller will always confirm receipt to your email address within 10 calendar days, and then inform you of the result of the investigation.

If a dispute (complaint, claim) cannot be settled, you, as a consumer, have the right to out-of-court settlement of a consumer dispute. The entity competent for out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)). Consumers are entitled to initiate out-of-court settlement of disputes only after they fail to resolve a dispute directly with the seller. Consumers are obliged to prove this fact to the Czech Trade Inspection Authority. Consumers are entitled to file a petition with the Czech Trade Inspection Authority no later than 1 year from the date on which they exercised their right, which is the subject of the dispute, with the seller for the first time. Out-of-court settlement of consumer disputes is free of charge. No limitation periods run from the moment out-of-court settlement of a consumer dispute is initiated. The above procedure is without prejudice to your right to bring a matter to court. The court with jurisdiction in accordance with the legal regulations of the Czech Republic is competent to decide disputes arising from the concluded Contract.

## 27. PRICELIST OF FEES AND SERVICES

### LIMITS FOR ORDERS

| Fee type  | Amount       |
|---|--------------|
| The total price limit of goods for the order with noncash payment with price fixing | 4 000,00 EUR |

### DELIVERY OF THE GOODS PURCHASED

#### ČESKÁ POŠTA

The sender selects the type of delivery currently available in the country of destination.

The delivery specifications below may vary depending on the services currently provided by the carrier in the country of final destination.

Insured Letter or Insured Parcel by Česká pošta means delivery of the consignment in special packaging and under increased safety measures.

If the consignment value is higher than the value delivered by the carrier directly to the address to the addressee's hands, the postman shall leave a notice in the mailbox to pick up the consignment within a specified period of time from the designated post office. In case of unsuccessful delivery, the postman shall leave a notification in the mailbox of the addressee as well. The parcel is normally stored at the post office for 15 days. The sender and addressee can prolong the term for collecting the consignment from standard 15 days to 30 days. If the Insured Letter or Insured Parcel cannot be delivered, it shall be returned to the sender.

#### INSURED LETTER

The maximum weight of the consignment amounts to 2 kilogrammes. In case of higher weight, the shipment shall be divided into more consignments or the service Insured Letter shall be changed to the Insured Parcel.

**Insured Letter with Delivery to the Addressee Only** – The service Insured Letter from Česká pošta means delivery of the parcel into the hands of the addressee, the addressee's agent or the addressee's legal representative. Delivery of the Insured Letter requires recipient's identification and signature.

**Insured Letter with Certificate of Delivery** – When delivering Insured Letter with Certificate of Delivery, the recipient will sign a written acknowledgement of receipt of the consignment which will be forwarded to the sender.

## INSURED PARCEL

Insured Parcel is intended for bulky items or items weighing up to 10 kg.

**Insured Parcel with Delivery to the Addressee Only** – The service Insured Parcel from Česká pošta means delivery of the parcel into the hands of the addressee, the addressee's agent or the addressee's legal representative. Delivery of the Insured Parcel requires recipient's identification and signature.

**Insured Parcel with Certificate of Delivery** – When delivering Insured Parcel with Certificate of Delivery, the recipient will sign a written acknowledgement of receipt of the consignment which will be forwarded to the sender.

## POSTAGE, PACKAGING AND INSURANCE FEES

| Group of countries | Consignment value          |                                |                                   |                                    |                                      |
|--------------------|----------------------------|--------------------------------|-----------------------------------|------------------------------------|--------------------------------------|
|                    | from 0,00 EUR to 40,00 EUR | from 41,00 EUR to 2 001,00 EUR | from 2 001,00 EUR to 4 001,00 EUR | from 4 001,00 EUR to 20 001,00 EUR | from 20 001,00 EUR to 100 000,00 EUR |
| Range 1            | 2,60 EUR                   | 7,60 EUR                       | 15,20 EUR                         | 39,60 EUR                          | 75,20 EUR                            |
| Range 2            | 6,20 EUR                   | 14,40 EUR                      | 28,80 EUR                         | 50,40 EUR                          | 82,00 EUR                            |
| Range 3            | 6,20 EUR                   | 15,60 EUR                      | 31,20 EUR                         | 53,60 EUR                          | 85,60 EUR                            |
| Range 4            | 6,20 EUR                   | 23,20 EUR                      | 37,60 EUR                         | 58,40 EUR                          | 91,60 EUR                            |
| Range 5            | 6,20 EUR                   | 26,80 EUR                      | 44,40 EUR                         | 65,20 EUR                          | 96,80 EUR                            |
| Range 6            | 6,20 EUR                   | 28,40 EUR                      | 47,20 EUR                         | 68,40 EUR                          | 100,40 EUR                           |
| Range 7            | 6,20 EUR                   | 33,60 EUR                      | 53,20 EUR                         | 75,60 EUR                          | 106,40 EUR                           |

The amounts specified in the Pricelist are inclusive of VAT.

## GROUP OF COUNTRIES

| Group of countries |  |
|--------------------|--|
| Range 1            | Czechia  |
| Range 2            | Slovakia   |
| Range 3            | Poland   |
| Range 4            | Austria, Denmark, Croatia, Ireland, Italy, Luxembourg, Latvia, Netherlands, Slovenia |
| Range 5            | Bulgaria, Estonia, France, Hungary   |
| Range 6            | Cyprus, Portugal   |
| Range 7            | Belgium, Germany, Spain, Finland, Greece, Lithuania, Romania, Sweden                 |

## LIMITS FOR ORDERS

| Fee type                                   | Amount      |
|--|-------------|
| The maximum value of goods per consignment | 100 000 EUR |

The amounts specified in the Pricelist are inclusive of VAT.

If the value of the purchased goods is higher than the Limit specified for the maximum value of goods per consignment, the goods will be split into multiple consignments corresponding to the multiple of the value of the purchased goods exceeding the maximum value of goods per consignment. The next and subsequent consignments will be shipped after the previous consignments are received and the postage, packaging and insurance fees for the relevant consignment are paid. Another alternative is personal collection according to the terms specified in this Pricelist.

## UPS

**Express Saver<sup>®</sup>, Signature Required** – Delivery of the consignment to an adult at a specific address (with the Adult Signature Required service).

Express Saver<sup>®</sup> by UPS together with the additional Adult Signature Required service and Direct Delivery Only service will mean

that the consignment with the goods will be delivered to an adult person, i.e. it must not be delivered to a minor. UPS requires the recipient's signature. The consignment is delivered to a specific address, which is specified on the shipping label. The delivery of consignments cannot be rescheduled or redirected to any alternative address. The maximum weight of a consignment is 2 kilogrammes. If the weight is higher, the shipment will be split into multiple consignments. UPS will send an e-mail to the addressee with a link to track the consignment. Delivery will take place on the following business day after the carrier accepts the consignment to almost any commercial area in Europe. If the addressee is not reached at the address, another two delivery attempts will be made (3 attempts in total). In the event delivery is unsuccessful, the postman will leave a notification in the mailbox of the addressee (Delivery Notice) with contact information for customer service. The addressee will be informed about such unsuccessful delivery by e-mail as well. If UPS fails to deliver a consignment it will be returned to the sender.

## POSTAGE, PACKAGING AND INSURANCE FEES

| Group of countries | Consignment value             |                                   |                                    |                                      |
|--------------------|-------------------------------|-----------------------------------|------------------------------------|--------------------------------------|
|                    | from 0,00 EUR to 2 000,00 EUR | from 2 001,00 EUR to 4 001,00 EUR | from 4 001,00 EUR to 20 001,00 EUR | from 20 001,00 EUR to 100 000,00 EUR |
| Range 1            | 12,40 EUR                     | 17,20 EUR                         | 42,80 EUR                          | 78,80 EUR                            |
| Range 2            | 19,60 EUR                     | 30,40 EUR                         | 53,60 EUR                          | 86,40 EUR                            |
| Range 3            | 34,40 EUR                     | 55,60 EUR                         | 76,80 EUR                          | 109,60 EUR                           |
| Range 4            | 35,60 EUR                     | 57,60 EUR                         | 79,60 EUR                          | 112,40 EUR                           |
| Range 5            | 36,80 EUR                     | 61,20 EUR                         | 82,80 EUR                          | 114,40 EUR                           |
| Range 6            | 38,40 EUR                     | 63,60 EUR                         | 86,00 EUR                          | 116,40 EUR                           |
| Range 7            | 39,60 EUR                     | 67,20 EUR                         | 89,60 EUR                          | 120,80 EUR                           |

The amounts specified in the Pricelist are inclusive of VAT.

## GROUP OF COUNTRIES

| Group of countries |   |
|--------------------|---|
| Range 1            | Czechia   |
| Range 2            | Slovakia  |
| Range 3            | Austria, Germany, Hungary, Poland   |
| Range 4            | Belgium, France, United Kingdom, Ireland, Italy, Luxembourg, Netherlands  |
| Range 5            | Bulgaria, Denmark, Estonia, Spain, Finland, Greece, Croatia, Lithuania, Latvia, Portugal, Romania, Sweden, Slovenia |
| Range 6            | Cyprus, Malta   |
| Range 7            | Switzerland, Norway   |

## LIMITS FOR ORDERS

| Fee type                                   | Amount      |
|--|-------------|
| The maximum value of goods per consignment | 100 000 EUR |

The amounts specified in the Pricelist are inclusive of VAT.

If the value of the purchased goods is higher than the Limit specified for the maximum value of goods per consignment, the goods will be split into multiple consignments corresponding to the multiple of the value of the purchased goods exceeding the maximum value of goods per consignment. The next and subsequent consignments will be shipped after the previous consignments are received and the postage, packaging and insurance fees for the relevant consignment are paid. Another alternative is personal collection according to the terms specified in this Pricelist.

## PERSONAL COLLECTION OF THE PURCHASED GOODS

Personal collection of the purchased goods is only possible after mutual agreement between the Buyer and the Seller. The date of collection must be confirmed by both parties at least 3 business days in advance. At the same time, the personal collection fee must be paid to the Seller's account via bank transfer. The site for personal collection is the headquarters (correspondence address) of the Seller.

| Consignment value              | Amount    |
|--------------------------------|-----------|
| Up to 40 000,00 EUR            | 20,00 EUR |
| Above 40 000,00 EUR (included) | 0,00 EUR  |

The amounts specified in the Pricelist are inclusive of VAT.

## OTHER SERVICES

### TRANSACTION FEES

Transaction fees related to sending a payment (sending a payment by IBIS InGold – overpayments on the iiplan contract, one-time purchase overpayments, cash payments under the iiplanGold contract, etc.).

| Fee type                              | Amount   |
|---------------------------------------|----------|
| Payments within Europe (SEPA payment) | 0,00 EUR |

The amounts specified in the Pricelist are inclusive of VAT.

### RESENDING A CONSIGNMENT WITH THE PURCHASED GOODS

In the event of the resending of a returned (not accepted) consignment, the Buyer will be charged for the postage, packaging and insurance in the amount corresponding to double the actual fees based on the Pricelist corresponding to the value of the returned consignment and country of delivery.

First Name

Last Name

Date of Birth

Street No.

Town

ZIP Code

State

E-mail

Mobile Phone

## AGENT CONTACT DATA

Full Name

Number

E-mail

Mobile Phone

Praha, 15.10.2024