

PREDLOG ZA SKLENITEV NAKUPNE POGODBE IIPLANGOLD[®]

PROPOSAL TO CONCLUDE A PURCHASE CONTRACT IIPLANGOLD[®]

Podjetje IBIS InGold[®], a.s., s sedežem Rybná 682/14, Staré Město, 110 00 Praga 1, Češka republika (Czech Republic), vpis v poslovni register, ki ga vodi Mestno sodišče v Pragi pod št. B 18920, mat. št.: 25525433, ID za DDV: CZ25525433 (v nadaljevanju "Prodajalec"), e-pošta: shop@ibisingold.com, websites operated by the Seller (hereinafter referred to as "Seller's Websites"): ibis.ibisingold.com, ki ga zastopa Libor Kochrda, predsednik uprave, s tem podaja osnutek za sklenitev te kupoprodajne pogodbe iiplan[®] (v nadaljevanju "Pogodba") spodaj navedeni stranki kot kupcu (v nadaljevanju "Kupec"). Postopek za sklenitev pogodbe je določen v členu XII pogodbe; zgolj sprejetje tega predloga s strani kupca samo po sebi ne pomeni sklenitve pogodbe.

IBIS InGold[®], a. s., with its registered office at the address Rybná 682/14, Staré Město, 110 00 Prague 1, Czech Republic, incorporated in the Companies Register kept by the Municipal Court in Prague under the File No. B 18920, Id No.: 25525433, TIN: CZ25525433 (hereinafter referred to as the "Seller"), e-mail: shop@ibisingold.com, website operated by the Seller (hereinafter referred to as the "Seller's Website"): ibis.ibisingold.com, represented by Libor Kochrda, makes this proposal to conclude this iiplan[®] purchase contract (hereinafter referred to as the "Contract") to the customer indicated below as a buyer (hereinafter referred to as the "Buyer"). The procedure for entering into the Contract is set out in Article XII of the Contract; simple acceptance of this proposal by the Buyer shall not in itself result in the conclusion of the Contract.

KUPEC | THE BUYER

Ime in priimek | Full Name

Ulica in hišna številka | Street No.

Datum rojstva | Date of birth

Kraj | Town

Mobilni telefon | Mobile Phone

Poštna številka | ZIP Code

E-pošta | E-mail

Država | State

BANČNI PODATKI KUPCA | BUYER'S BANK DETAILS

Država banke | Bank country

Lastnik računa | Account owner

Številka računa | Account number

Razmerje | Relationship

Koda | Bank Code

I. PREDMET POGODBE, DOLOČITEV PLAČIL, VRSTA POGODBE | SUBJECT-MATTER OF CONTRACT, DETERMINATION OF PAYMENTS, TYPE OF CONTRACT

1. Predmet je obveznost prodajalca, da kupcu dobavi naložbeno zlato v spodaj navedeni obliki in količini, ki ustreza plačani nakupni ceni (v nadaljevanju »predmet nakupa«) in omogoči kupcu pridobitev lastništva tega predmeta nakupa, ter obveznost kupca, da sprejme predmet nakupa.

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. Drugi veljavni pogoji v zvezi z nakupom predmeta nakupa:

Other applicable terms and conditions pertaining to the purchase of the Subject of Purchase:

Vrsta naložbene kovine | Type of Investment Metal

Čistost naložbene kovine | Fineness of the Investment Metal

Oblika naložbene kovine | Form of the Investment Metal

Teža enega kosa | Weight of One Piece

Vrsta pogodbe | Contract Type

Vstopni cenovni pribitek prvega kosa | Input Price Increase of the First Piece

Mesečni znesek plačila | Amount of monthly payment

Znesek izrednega plačila | Amount of special payment

3. palica je naložbena plemenita kovina, označena s serijsko številko ter težo, čistostjo, vrsto kovine in proizvajalcem. Certifikat o pristnosti se kupcu dostavi skupaj s palico. Obliko certifikata o pristnosti določi proizvajalec oziroma dobavitelj palice.

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. Za dobavo predmeta nakupa mora kupec od prodajalca postopoma kupiti prej omenjeno naložbeno kovino (v nadaljevanju »nakupne podpogodbe«), iz katere bo izdelan predmet nakupa.

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. V nakupno ceno prve enote predmeta nakupa je vključen zgoraj navedeni vhodni cenovni pribitek (v nadaljevanju »vhodni cenovni pribitek«). V izogib dvomu se pogodbeni stranki strinjata, da bo vhodni cenovni pribitek fiksen znesek ne glede na skupno število enot predmeta nakupa, ki jih kupec kupi po tej pogodbi, kar pomeni, da bo kupec plačal vhodni cenovni pribitek samo enkrat. Vhodni cenovni pribitek bo povrnjen v okviru odkupne premije iiplanGold® v skladu s pogoji in določili te pogodbe.

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. Vrsta pogodbe določa razmerje, po katerem prodajalec samodejno razdeli kupčeva plačila do celotnega plačila vhodnega cenovnega pribitka. Številka pred poševnico označuje, kolikšen odstotek plačila bo uporabljen za kritje vhodnega cenovnega pribitka. Številka za poševnico označuje, kolikšen odstotek plačila bo porabljen za nakup naložbene kovine. Ko je vhodni cenovni pribitek plačan v celoti, se vsa kupčeva plačila uporabijo za nakup naložbene kovine.

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. Kupljene naložbene kovine ni mogoče dostaviti drugače kot predmet nakupa, razen če ni drugače določeno v tem dokumentu. Kupec pridobi lastninsko pravico do predmeta nakupa s plačilom celotne nakupne cene posamezne enote predmeta nakupa (t.j. ko je kupljena naložbena kovina v teži ene enote predmeta nakupa) in navodilo kupca, da mu prodajalec dostavi zadevni predmet nakupa v skladu s IV. členom te pogodbe.

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.

1. Cena naložbenih kovin je odvisna od nihanj na finančnem trgu, na katera prodajalec nima vpliva. Na ceno predmeta nakupa vplivata cena naložbenih plemenitih kovin na borzi plemenitih kovin in menjalni tečaj. Trenutna nakupna cena naložbene kovine za predmet nakupa bo navedena v ceniku nakupa, ki je dostopen na spletni strani prodajalca (v nadaljevanju »cenik nakupa«). Nakupna cena bo objavljena v ceniku nakupa od ponedeljka do petka po 18. uri po srednjeevropskem času (v nadaljevanju »srednjeevropski čas«); po objavi začne veljati takoj in velja naslednji dan ter po potrebi tudi ostale dni, ko nakupna cena ni objavljena v ceniku nakupa skladno s prvim delom tega stavka (v nadaljevanju »trenutna cena«). Cenik nakupa ne predstavlja ponudbe za sklenitev pogodbe, temveč povabilo k oddaji ponudb za sklenitev pogodbe.

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. Kupec sklene nakupno podpogodbo z nakazilom ali pologom določenega zneska denarja v skladu s trenutnimi cenami naložbene kovine za predmet nakupa na tekoči račun prodajalca, pri čemer v referenci plačila navede številko pogodbe (variabilni simbol). Znesek, ki je tako pripisan na račun prodajalca (zmanjšan za morebitne bančne stroške, nastale v zvezi s prejemom plačila), predstavlja nepreklicno ponudbo kupca za sklenitev nakupne podpogodbe po nakupni ceni (v nadaljevanju »nakupna cena«), enaki takemu pripisanemu znesku, zmanjšanemu, če je primerno, za ustrezni znesek, uporabljen za plačilo vhodnega cenovnega pribitka, kot velja za naložbeno kovino v teži, ki ustreza razmerju med plačano nakupno ceno in trenutno ceno naložbene kovine za predmet nakupa na dan plačila v skladu s 3. odstavkom tega člena, pod pogojem, da takšna teža naložbene kovine, ki se namerava kupiti, ni več kot 10 % manjša od teže takšne naložbene kovine, ki bi jo pripisali trenutni ceni na datum, ko zapade bančno nakazilo, ali na datum, ko so sredstva knjižena v dobro na račun prodajalca (v nadaljnjem besedilu »največje odstopanje kupljene teže«). Večjo težo naložbene kovine za predmet nakupa je možno kupiti neomejeno, s čimer se kupec izrecno strinja. Teža naložbene kovine, ki se kupuje, se meri v gramih na šest decimalnih mest natančno.

The Buyer shall enter into a Purchase Subcontract by transferring or depositing a certain amount of money, based on the Current Price of the investment metal for the Subject of Purchase, to the Seller's bank account, specifying the Contract number in the payment reference (variable symbol). The amount thus credited to the Seller's account (less any bank charges incurred in connection with the receipt of payment) shall constitute an irrevocable offer by the Buyer to enter into a Purchase Subcontract at a purchase price (hereinafter referred to as the "Purchase Price") equal to such credited amount, minus, if applicable, the relevant amount used to pay the Input Price Increase, such being for investment metal at a weight corresponding to the ratio of the Purchase Price paid to the Current Price of the investment metal for the Subject of Purchase as at the Payment Date pursuant to paragraph 3 of this Article, provided that such weight of the investment metal to be purchased is not more than 10% less than the weight of such investment metal that would have been attributable to the Current Price on the date on which the wire transfer is due or on the date on which the funds are credited to the Seller's account (hereinafter referred to as the "Maximum Purchased Weight Variance"). A larger weight of investment metal for the Subject of Purchase may be purchased without limitation, with which the Buyer expressly agrees. The weight of the investment metal being purchased is measured in grams to six decimal places.

3. Če znesek na dan, ko je knjižen na račun prodajalca, ne dosega praga, ki v skladu z zakonom št. 253/2008, Češke republike, o nekaterih ukrepih za boj proti pranju denarja in financiranju terorizma, kakor je bil spremenjen (v nadaljnjem besedilu »zakon o preprečevanju pranja denarja«), od prodajalca zahteva identifikacijo in/ali preverjanje kupca, se tak znesek šteje za plačanega ob knjiženju na račun prodajalca, pod pogojem, da je knjižen do 11. ure dopoldne po srednjeevropskem času na delovni dan; sicer se šteje za plačanega naslednji delovni dan. Če znesek na dan, ko je knjižen na račun prodajalca, doseže vsaj prag, ki v skladu z zakonom o preprečevanju pranja denarja zahteva, da prodajalec identificira in/ali preverja kupca, se tak znesek šteje za plačanega ob knjiženju na račun prodajalca in po zaključku take identifikacije in/ali preverjanja, pod pogojem, da je taka identifikacija in/ali preverjanje opravljeno in zaključeno do 11. ure dopoldne po srednjeevropskem času na delovni dan; če je izvedeno in zaključeno pozneje, se šteje za izvedeno in zaključeno naslednji delovni dan (v nadaljnjem besedilu »datum plačila«). Za namene te pogodbe delovni dan pomeni kateri koli delovni dan, na katerega so banke običajno odprte za opravljanje bančnih storitev v državi sedeža prodajalca (v nadaljnjem besedilu »delovni dan«). Če je denarni znesek nedoločljiv zaradi nepravilno vnesene ali manjkajoče številke pogodbe v opisu transakcije (variabilni simbol), je datum plačila prvi delovni dan, na katerega je prodajalec seznanjen z identifikacijo plačila pred 11. uro dopoldne po srednjeevropskem času. Vsa določila in pogoje nakupne podpogodbe ureja

ta pogodba. Plačilo se izvede z bančnim nakazilom, razen če so sredstva nakazana neposredno na račun prodajalca, s številko pogodbe v opisu transakcije (variabilni simbol).

If an amount, as at the date on which it is credited to the Seller's account, does not meet the threshold which, under Act No 253/2008 of the Czech republic on certain measures to combat money laundering and terrorist financing, as amended (hereinafter referred to as the "AML Act"), requires the Seller to identify and/or verify the Buyer, such amount shall be deemed paid upon being credited to the Seller's account, provided that it is credited by 11 a.m. CET on a Business Day; otherwise it shall be deemed paid on the next Business Day. If an amount, as at the date on which it is credited to the Seller's account, meets, at a minimum, the threshold which, under the AML Act, requires the Seller to identify and/or verify the Buyer, such amount shall be deemed paid upon being credited to the Seller's account and upon completion of such identification and/or verification, provided that such identification and/or verification is conducted and completed by 11 a.m. CET on a Business Day; if conducted and completed later, it shall be deemed conducted and completed on the next Business Day (hereinafter referred to as the "Payment Date"). For the purposes of this Contract, Business Day means any working 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 or missing 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. Kupec mora nemudoma po nakazilu zneska v skladu z drugim stavkom 3. odstavka tega člena prodajalcu posredovati podatke, potrebne za identifikacijo in/ali preverjanje v skladu z zakonom o preprečevanju pranja denarja, vključno z, vendar ne omejeno na, identifikacijske podatke, podatke o namenu in predvideni naravi transakcije, naravo poslovanja kupca, vire sredstev in vse nadaljnje podatke, ki jih zahteva prodajalec. Kupec mora te podatke prodajalcu posredovati prek računa stranke z izpolnitvijo ustreznega obrazca ali, s soglasjem prodajalca, s pošiljanjem teh podatkov na prodajalčev epoštni naslov.

Without undue delay after the amount has been credited pursuant to the second sentence of paragraph 3 of this Article, the Buyer shall provide the Seller with the information necessary for identification and/or verification under the AML Act, including, but not limited to, identifying information, information on the purpose and intended nature of the transaction, the nature of the Buyer's business, the sources of funds, and any further information requested by the Seller. The Buyer shall provide such information to the Seller through the Customer Account by filling in the relevant form, or, with the Seller's consent, by sending that information to the Seller's email address

5. Najkasneje pet delovnih dni po datumu plačila prodajalec sprejme ali zavrne kupčevo ponudbo za sklenitev podpogodbe. Prodajalec sprejme kupčevo ponudbo za sklenitev podpogodbe tako, da kupcu pošlje potrdilo o nakupu na kupčev račun stranke in/ali epoštni naslov (v nadaljnjem besedilu »potrdilo o nakupu«). Prodajalec ni dolžan sprejeti ponudbe za sklenitev nakupne podpogodbe. Ponudba ne bo sprejeta, zlasti če prodajalec sumi, da je glavni namen ponudbe kupčeva špekulacija o ceni naložbene kovine, če nastopijo izredne nepredvidljive okoliščine, na katere prodajalec nima vpliva (npr. naravne nesreče, virusne epidemije, oboroženi spopadi, splošne stavke ipd.), ki povzročajo večja nihanja nakupnih cen naložbenih kovin na trgu. V primeru, da teža naložbene kovine, kupljene v okviru podpogodbe, presega največje odstopanje teže, se podpogodba ne sklene. Ne glede na zgoraj navedeno bo prodajalec potrdilo o nakupu poslal na kupčev račun stranke in/ali epoštni naslov, pri čemer bo potrdilo o nakupu predstavljalo novo nepreklicno ponudbo prodajalca za sklenitev podpogodbe. Ta ponudba se šteje za sprejeto, razen če se kupec pisno ne strinja v 15 dneh od datuma, ko kupec prejme potrdilo o nakupu; vsako poznejše plačilo s strani kupca prodajalcu ali sprejem katerega koli predmeta nakupa prav tako pomeni sprejem ponudbe. Prodajalec zavrne ponudbo za sklenitev podpogodbe v primerih, ko mora v skladu z zakonom o preprečevanju pranja denarja zavrniti sklenitev posla.

No later than five Business Days after the Payment Date, the Seller shall either accept or reject the Buyer's offer to enter into a Subcontract. The Seller shall accept the Buyer's offer to enter into a Subcontract by sending the Buyer confirmation of purchase to the Buyer's Customer Account and/or email address (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 Subcontract exceed the Maximum Weight Variance, the 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 Subcontract. That offer shall be deemed accepted unless the Buyer disagrees in writing within 15 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. The Seller shall reject an offer to enter into a Subcontract in cases where the Seller is required to refuse to enter into a transaction under the AML Act.

6. Kupec se zavezuje plačati nakupno ceno izključno iz sredstev, ki so v njegovi dejanski lasti. Prodajalec ima v roku 10 delovnih dni od datuma plačila pravico zahtevati, da kupec v razumnem roku, ki ga določi prodajalec, dokaže izvor sredstev, iz katerih je bila plačana nakupna cena. Če kupec v postavljenem roku ne dokaže (po lastni presoji prodajalca),

da je bila nakupna cena plačana izključno iz sredstev, ki so dejansko v lasti kupca, ima prodajalec pravico odstopiti od nakupne podpogodbe, pri čemer prodajalec kupcu v razumnem roku povrne plačano nakupno ceno, zmanjšano za bančne stroške v zvezi s sprejemom plačila in transakcijske provizije v zvezi s pošiljanjem plačila, kot je določeno v trenutnem ceniku stroškov in storitev, in stroške, povezane z odstopom od nakupne podpogodbe.

The Buyer undertakes to pay the Purchase Price exclusively out of funds actually owned by the Buyer. Within 10 Business Days of the Payment Date, the Seller shall be entitled to demand that the Buyer prove, within a reasonable time limit set by the Seller, the origin of the funds from which the Purchase Price was paid. Should the Buyer, within the set time limit, fail to prove (at the Seller's discretion) that the Purchase Price has been paid exclusively out of funds actually owned by the Buyer, the Seller shall be entitled to withdraw from the Purchase Subcontract, in which case the Seller shall refund to the Buyer, within a reasonable period of time, the Purchase Price paid, less bank charges related to the acceptance of payment and transaction fees related to the sending of payment as set forth in the current Fee and Service Price List and the costs associated with the withdrawal from the Purchase Subcontract.

7. Prodajalec vodi evidenco teže naložbene kovine, ki jo kupi kupec v obliki hrambnega računa (v nadaljevanju »hrambni račun«), katere trenutna teža (vključno z njeno trenutno vrednostjo za namen izplačil s hrambnega računa v smislu člena V teh pogojev) in njene zgodovinske spremembe bodo na voljo kupcu prek kupčevega računa stranke.

The Seller shall keep a record of the weight of the investment metal purchased by the Buyer in the form of a Weight Accumulation Account (hereinafter referred to as the "Weight Accumulation Account"), the current weight of which (including the current value thereof for the purposes of payout from the Weight Accumulation Account within the meaning of Article V hereof) and historical changes thereto shall be available to the Buyer via the Buyer's Customer Account.

8. Vsota nakupnih cen, ki jih mora kupec plačati prodajalcu na podlagi nakupnih podpogodb (zmanjšana za morebitna izplačila s hrambnega računa v skladu s V. členom te pogodbe in/ali drugih odbitkov od hrambnega računa v skladu s to pogodbo) in za katero je kupec postopno nabavil naložbeno kovino za izdelavo ene enote predmeta nakupa v skupni teži, predstavlja celotno nakupno ceno skupne teže ene enote predmeta nakupa. Po plačilu celotne nakupne cene skupne teže predmeta nakupa ima kupec pravico do dostave takega predmeta nakupa v skladu s spodaj navedenimi pogoji.

The sum of the Purchase Prices that the Buyer shall pay to the Seller under Purchase Subcontracts (less any payouts from the Weight Accumulation Account pursuant to Article V hereof, and/or other deductions from the Weight Accumulation Account pursuant to this Contract), and for which the Buyer has incrementally purchased the investment metal for the manufacture of one unit of the Subject of Purchase in its total weight, shall constitute the total Purchase Price of the total weight of one unit of the Subject of Purchase. Upon payment of the total Purchase Price of the total weight of the Subject of Purchase, the Buyer shall have the right to have such Subject of Purchase delivered, subject to the terms and conditions set forth below.

9. Prodajalec je poleg nakupne cene predmeta nakupa upravičen do nagrade za spodbujanje nakupa naložbenega zlata (v nadaljevanju »nagrada za spodbujanje nakupa naložbenega zlata«) po razpoložljivem ceniku stroškov in storitev na spletni strani prodajalcu (v nadaljevanju »cenik stroškov in storitev«), izračunanega kot odstotek, na koledarski dan, glede na trenutno stanje teže naložbene kovine na kupčevem hrambnem računu. Nagrado prodajalcu za spodbujanje nakupa naložbenega zlata se izplača tako, da se stanje teže naložbene kovine na hrambnem računu sproti zmanjšuje za količino, ki ustreza znesku te nagrade.

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. RAČUN STRANKE | CUSTOMER ACCOUNT

1. Na spletni strani prodajalca je kupec ustvaril račun stranke in se vanj prijavil, preden je bil osnutek pogodbe poslan kupcu (v nadaljevanju »račun stranke«). Kupec lahko dostopa do računa stranke z vnosom kupčevega uporabniškega imena, gesla in, če je primerno, varnostne avtorizacijske kode. Dokumenti in informacije, ki jih prodajalec pošlje na račun stranke v obliki sporočil, se shranijo v tem računu za morebitno reprodukcijo; vsebine poslanih sporočil prodajalec ne sme enostransko spreminjati.

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. Prodajalec na kupčev račun stranke in/ali e-poštni naslov pošlje osnutek pogodbe, osnutek dodatkov k pogodbi, podatke o sklenitvi pogodbe ali dodatkov k pogodbi in o začetku veljavnosti pogodbe, vse podatke v skladu s pogodbo, tj. potrdilo o nakupnih podpogodbah z navedbo trenutne cene predmeta nakupa na dan sklenitve nakupne podpogodbe in težo kupljene naložbene kovine, potrdilo o prodajnih podpogodbah z navedbo prodajne cene in/ali teže prodane naložbene kovine, podatke o odpremi predmeta nakupa kupcu, potrdilo o medsebojni poravnavi v primeru odpovedi pogodbe ter potrdilo o odpovedi pogodbe. Prodajalec lahko pošlje tudi trženjske informacije na račun stranke, če kupec v to privoli. Šteje se, da je bilo sporočilo kupcu dostavljeno po prejemu sporočila v račun stranke.

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. Kupec lahko prek računa stranke elektronsko podpisuje dokumente, ki jih prodajalec dovoli podpisati na ta način. Po prijavi v račun stranke mora kupec izpolniti ustrezen obrazec in ga potrditi z varnostno avtorizacijsko kodo preko mobilne aplikacije ali na drug podobno zanesljiv način, ki ga prodajalec lahko omogoči v prihodnje. Osnutek dokumenta je s tem veljavno podpisan s strani kupca. Elektronski podpis prodajalca se nato doda osnutku dokumenta, podpisan dokument pa se pošlje na kupčev račun stranke in/ali e-poštni naslov.

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. Kupec se zavezuje, da bo skrbno in previdno ravnal s poverilnicami za prijavo v račun stranke, da prepreči kakršno koli zlorabo le-teh. Kupec se še posebej zavezuje, da gesla ne bo shranjeval v brskalniku ali na trdem disku, da bo redno preverjal prejeta sporočila v računu stranke, da bo vedno uporabljal močna gesla (po možnosti kombinacijo malih in velikih črk v povezavi s števkami in posebnimi znaki, ob upoštevanju zahtevane dolžine gesla), redno menjaval geslo in v primeru, da kupec sumi, da je bilo geslo zlorabljeno, vse brez nepotrebnega odlašanja prijavil prodajalcu. Kupec je odgovoren za celotno uporabo računa stranke, vključno z uporabo s strani tretjih strank, ne glede na to, kako so te tretje stranke pridobile dostop do računa stranke kupca. Prodajalec ni odgovoren za kakršno koli zlorabo računa stranke s strani tretjih strank, vključno z, a ne omejeno na, izvajanje naročil, ki jih prek računa stranke oddajo te tretje stranke. Kupec nadalje izrecno potrjuje pravilnost mobilne telefonske številke, navedene v glavi te pogodbe, in izjavlja, da ta mobilna telefonska številka pripada njemu in se lahko uporablja za namene avtorizacije v tej pogodbi. Kupec se zavezuje, da bo zagotovil zadostno varnost svojega mobilnega telefona, da prepreči zlorabo (vključno z, a ne omejeno na, generiranjem varnostnih avtorizacijskih kod).

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).

1. Kupec ima pravico prodajalcu preko računa stranke naročiti, da dostavi predmet nakupa, eno enoto naenkrat, tako da izpolni ustrezen obrazec in ga elektronsko podpiše v skladu s členom III.3 v tej pogodbi, ob upoštevanju naslednjih pogojev: (i) kupec je plačal celotno nakupno ceno vsaj ene enote predmeta nakupa, kar pomeni, da količina kupljene naložbene kovine, evidentirane na kupčevem hrambnem računu, ustreza vsaj eni enoti predmeta nakupa; in (ii) preteklo je vsaj 12 mesecev od sklenitve te pogodbe (če bo to dostava prve enote predmeta nakupa) ali 12 mesecev od dostave prejšnje enote predmeta nakupa (v kolikor gre za dostavo katere koli naslednje enote predmeta nakupa), razen če prodajalec dovoli dostavo predmeta nakupa v krajšem roku. Dostava predmeta nakupa je pogojena s plačilom poštnine, pakiranja in zavarovanja v skladu s cenikom stroškov in storitev, veljavnim na dan dostave navodila za dostavo predmeta nakupa, ki ga je kupec posredoval prodajalcu. Razen če ni drugače dogovorjeno, se stroški poštnine, pakiranja in zavarovanja plačajo s prodajo ustrezne količine naložbene kovine iz kupčevega hrambnega računa (pod pogojem, da je na hrambnem računu zadostna količina naložbene kovine), izračunane v skladu s členom V.2 pogodbe, pri čemer se v ta namen šteje, da je prodajna cena vsota poštnine, pakiranja in zavarovanja (tj. prodajalčev zahtevek za plačilo poštnine, pakiranja in zavarovanja se pobota s kupčevim zahtevkom za plačilo prodajne cene ustrezne količine naložbene kovine). Predmet nakupa mora biti dostavljen kupcu najpozneje v 60 koledarskih dneh od datuma, ko so izpolnjeni pogoji za dostavo, razen če dostavo preprečijo izredne nepredvidljive okoliščine, na katere prodajalec nima vpliva (npr. naravne nesreče, virusne epidemije, oboroženi spopadi, splošne stavke, ekstremne zamude s strani prodajalčevega podizvajalca ipd.). V izogib dvomu se pogodbeni stranki strinjata, da se ob dostavi predmeta nakupa količina naložbene kovine, evidentirana na hrambnem računu, ustrezno zmanjša.

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. Kot del zahtevka za dostavo predmeta nakupa mora kupec navesti pravilen naslov za pošiljanje, na katerega bo odpremljen predmet nakupa. Kupec se zavezuje, da bo poslani predmet nakupa prevzel. Če kupec ne izpolni te obveznosti, bo prodajalec predmet nakupa ponovno poslal kupcu. Prodajalec bo izvedel dve ponovni pošiljki, v vsakem primeru pa je treba plačati poštnino, pakiranje in zavarovanje v skladu s cenikom stroškov in storitev, veljavnim na dan ponovnega pošiljanja. Razen če ni drugače dogovorjeno, se poštnina, pakiranje in zavarovanje plačajo s prodajo ustrezne količine naložbene kovine iz kupčevega hrambnega računa, izračunane v skladu s členom V.2 pogodbe, pri čemer se v ta namen šteje, da je prodajna cena vsota poštnine, pakiranja in zavarovanja (tj. prodajalčev zahtevek za plačilo poštnine, pakiranja in zavarovanja se pobota s kupčevim zahtevkom za plačilo prodajne cene ustrezne količine naložbene kovine). Če zgoraj navedeni stroški pošiljanja niso plačani, ima prodajalec pravico, ni pa dolžan, ponovno poslati predmet nakupa.

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. Posamezne enote predmeta nakupa se odpošljejo na kupčev registrirani naslov za pošiljanje. Pošiljka je zavarovana.

Dostavo predmeta nakupa spremlja davčni dokument (račun). Na dan, ko je predmet nakupa odposlan, bo prodajalec kupcu poslal obvestilo o odpremi na kupčev račun stranke in/ali e-poštni naslov. Če bi vrednost izdelka v eni pošiljki presegla omejitev v skladu z veljavnim cenikom stroškov in storitev, se izdelek razdeli na več pošiljk.

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.

- Če kupec ne sprejme odposlanega predmeta nakupa niti potem, ko mu je bil drugič ponovno poslan, se vračilo takšne pošiljke prodajalcu šteje za nepreklicni predlog kupca prodajalcu za sklenitev pogodbe za odkup predmeta nakupa v skladu z IX. členom pogodbe, datum vrnitve takšne pošiljke prodajalcu pa se šteje za datum odkupa in datum predloga kupca za sklenitev pogodbe o odkupu. Prodajalec sprejme takšen predlog za sklenitev pogodbe s plačilom odkupne cene (zmanjšane za morebitne transakcijske provizije, povezane z odpošiljanjem plačila po veljavnem ceniku stroškov in storitev) z elektronskim nakazilom na kupčev bančni račun, s katerega je bilo poslano kupčevo zadnje plačilo, ali na račun, o katerem je prodajalec obveščen pisno ali z dodatkom k pogodbi. Če kupec prodajalcu še ni plačal poštnine, stroškov pakiranja in zavarovanja ponovnih pošiljk v skladu s cenikom stroškov in storitev, veljavnim na dan odpreme, bo prodajalec to terjatev pobotal s kupčevo terjatvijo do izplačila odkupne cene.

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.

- Predmeta nakupa ni mogoče vrniti prodajalcu, temveč ga je mogoče le ponuditi nazaj v odkup v skladu z IX. členom pogodbe.

A Subject of Purchase may not be returned to the Seller, only offered back for buyback pursuant to Article IX of the Contract.

- Pošiljka bo predana v skladu z načinom, izbranim za dostavo predmeta nakupa po ceniku stroškov in storitev, veljavnem na dan odpreme pošiljke. Kupec mora dostavljeno pošiljko, vključno s predmetom nakupa, pregledati brez nepotrebne odlašanja. Ko je pošiljka pregledana, da se zagotovi, da je nepoškodovana, in ko je sprejeta, se šteje, da je bila dostavljena. Po sprejemu kupec ni upravičen do kakršnega koli pravnega ali finančnega nadomestila zaradi malomarnosti pri prevzemu predmeta nakupa. V primeru, da je pošiljka dostavljena s poškodovano embalažo, je prevzem lahko zavrjen, o čemer mora kupec nemudoma obvestiti prodajalca po e-pošti ali telefonu. Zaradi ohranitve vrednosti naložbene plemenite kovine poškodovanje le-te ni dopustno. Če ima predmet nakupa originalno zaščitno embalažo, so nesprejemljive tudi poškodbe te originalne varnostne embalaže s certifikatom o pristnosti.

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.

PRODAJNE PODPOGODBE (IZPLAČILA S HRAMBNEGA RAČUNA) | SALE SUBCONTRACTS (PAYOUTS FROM THE WEIGHT ACCUMULATION ACCOUNT)

- Kadar koli po sklenitvi pogodbe ima kupec pravico zahtevati izplačilo s hrambnega računa.
The Buyer shall be entitled to request a payout from the Weight Accumulation Account at any time after the conclusion of this Contract.
- Za namene izplačil iz hrambnega računa se trenutna vrednost hrambnega računa (v nadaljevanju »trenutna vrednost«) izračuna po trenutnem ceniku odkupa, objavljenem na spletni strani prodajalca (v nadaljevanju »cenik odkupa«) na način,

kot je določen spodaj:

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. Za izplačilo v naložbenih kovinah se trenutna vrednost hrambnega računa izračuna kot odkupna cena kovine za trenutno količino naložbene kovine, zabeležene na hrambnem računu v skladu s cenikom odkupa plus sorazmerni delež odkupne premije IBIS in sorazmerni delež odkupne premije iiplanGold[®] po veljavnem ceniku odkupa; taki sorazmerni zneski ustrezajo razmerju med trenutno količino naložbene kovine, evidentirano v hrambnem računu, in celotno količino naložbene kovine, ki jo vsebuje ena enota predmeta nakupa.

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. Za gotovinsko izplačilo se trenutna vrednost hrambnega računa izračuna kot odkupna cena kovine za trenutno količino naložbene kovine, zabeleženo na hrambnem računu, po ceniku odkupa brez nadaljnjih zvišanj (tj. trenutna vrednost se ne poveča za sorazmerni delež odkupne premije IBIS ali sorazmerni delež odkupne premije iiplanGold[®]).

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. Za prenos gotovine ali gramov naložbene kovine na kateri koli hrambni račun iiplanRentier[®] ali iiplanMax[®], ali na hrambni račun, odprt po kateri koli pogodbi, ki ni pogodba iiplanGold[®], se trenutna vrednost hrambnega računa kupca izračuna kot cena odkupa kovine za trenutno količino naložbene kovine, zabeleženo na hrambnem računu v skladu s cenikom odkupa plus sorazmerni delež odkupne premije IBIS, vendar brez sorazmernega deleža odkupne premije iiplanGold[®].

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. Izplačilo se izvede iz hrambnega računa na način, da kupec preko računa stranke (z izpolnitvijo ustreznega obrazca in elektronskim podpisom v skladu s členom III.3 pogodbe) naroči prodajalcu, da izvrši izplačilo iz hrambnega računa. Navodilo za izplačilo iz hrambnega računa predstavlja ponudbo kupca prodajalcu za sklenitev pogodbe o prodaji količine naložbene kovine, evidentirane na hrambnem računu, ki ustreza prodajni ceni, ki jo izbere kupec (v nadaljevanju »prodajna podpogodba«). V navodilu za izplačilo iz hrambnega računa kupec izbere, ali bo izplačilo izvedeno v naložbeni kovini ali v gotovini, navede znesek po trenutni vrednosti hrambnega računa, ki ga želi kupec prejeti od prodaje naložbene kovine (v nadaljevanju »prodajna cena«), in datum, ko bo naložbena kovina prodana (v nadaljevanju »datum prodaje«), ki je najhitreje lahko dan po navodilu za izvedbo plačila iz hrambnega računa, razen če prodajalec v katerem koli posebnem primeru dovoli prodajo na datum izdaje navodila. Če kupec zahteva izplačilo s hrambnega računa v znesku, ki na dan prejema navodila za izplačilo povzroči prodajalčevo obveznost identifikacije in/ali preverjanja kupca v skladu z zakonom o preprečevanju pranja denarja, datum prodaje nastopi šele, ko so te obveznosti v skladu z zakonom o preprečevanju pranja denarja izpolnjene. V izogib dvomu se pogodbeni stranki strinjata, da po prodajni podpogodbi kupec ni dolžan prodajalcu izročiti naložbene kovine, ki se prodaja, in omogočiti prodajalcu pridobitev lastništva nad njo (oziroma se te obveznosti štejejo za izpolnjene na datum prodaje), v kolikor je naložbena kovina, ki se prodaja v okviru prodajne podpogodbe, na datum prodaje še vedno v lasti prodajalca in kupec še ni pridobil lastništva nad njo (v skladu s členom I.7 pogodbe).

A payout shall be made from the Weight Accumulation Account in such manner that the Buyer, through the Customer Account (by filling in the relevant form and signing it electronically in accordance with Article III.3 of the Contract), instructs the Seller to make the payout from the Weight Accumulation Account. An instruction to make a payout from the Weight Accumulation Account shall constitute an offer by the Buyer to the Seller to enter into a contract for the sale of a quantity of investment metal recorded in the Weight Accumulation Account corresponding to the sale price selected by the Buyer (hereinafter referred to as the "Sale Subcontract"). In the instruction to make a payout from the Weight Accumulation Account, the Buyer shall select whether the payout is to be made in investment metal or in cash, specify the amount from the Current Value of the Weight Accumulation Account that the Buyer wishes to receive by selling the investment metal (hereinafter referred to as the "Selling Price"), and the date on which the investment metal is to be sold (hereinafter referred to as the "Sale Date"), which, at the earliest, may be the day following the instruction to make the payout from the Weight Accumulation Account, unless, in any particular case, the Seller allows the sale to be made on the instruction date. Should

the Buyer request a payout from the Weight Accumulation Account in an amount which, as at the date of delivery of the payout instruction, gives rise under the AML Act to the Seller's obligation to identify and/or verify the Buyer, the Sale Date shall not arise until such obligations under the AML Act have been fulfilled. For the avoidance of doubt, the Parties agree that, under a Sale Subcontract, the Buyer has no obligation to hand over to the Seller the investment metal that is being sold and to allow the Seller to acquire ownership thereof (respectively, these obligations are deemed to have been fulfilled on the Sale Date), given that the investment metal being sold under the Sale Subcontract is still in the Seller's possession on the Sale Date and the Buyer has not yet acquired ownership of it (pursuant to Article I.7 of the Contract).

4. Cena naložbenih kovin je odvisna od nihanj na finančnem trgu, na katera prodajalec nima vpliva. Zato se količina naložbene kovine, ki bo prodana v okviru prodajne podpogodbe, določi na datum prodaje glede na prodajno ceno, tj. glede na znesek po trenutni vrednosti hrambnega računa na datum prodaje, ki ga kupec želi pridobiti s prodajo naložbene kovine v skladu s cenikom odkupa, veljavnim na datum prodaje, pod pogojem, da teža naložbene kovine za prodajo ni več kot 10 % višja od teže takšne naložbene kovine, ki bi jo bilo mogoče pripisati prodajni ceni naložbene kovine, ki se prodaja peti delovni dan pred datumom prodaje (v nadaljevanju »največje odstopanje prodajne teže«). Vendar pa največje odstopanje prodajne teže ne velja, če datum prodaje pade na delovni dan, ki je pred petim delovnim dnevom od dne od ustrezne izdaje navodila za izplačilo iz hrambnega računa. Nižje teže naložbenih kovin se lahko prodajajo neomejeno, s čimer se kupec izrecno strinja. V zvezi z načinom določanja največjega odstopanja prodajne teže mora kupec stalno (vsaj enkrat na tri delovne dni) spremljati trenutno ceno naložbene kovine po ceniku odkupa in če se kupec ne strinja z izvedbo plačila s hrambnega računa po trenutni ceni, bo kupec spremenil ali preklical izplačila s hrambnega računa, ki jih je kupec vnesel, vendar še niso bila izvedena. Teža prodajane naložbene kovine se meri v gramih na šest decimalnih mest natančno.

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. Če se kupec odloči za plačilo prodajne cene v naložbeni kovini, bo naložbena kovina kupcu dostavljena v obliki palic, kovancev ali kompletov, ki jih trenutno ponuja prodajalec, skupaj s certifikati o pristnosti, katerih obliko določi proizvajalec ali dobavitelj zadevne palice, kovanca ali kompleta (v nadaljevanju »izdelek«) po vrednosti prodajne cene po ceniku nakupa, veljavnem na datum prodaje. Za namene dostave izdelka je kupec tudi dolžan plačati poštnino, pakiranje in zavarovanje v skladu s cenikom stroškov in storitev, veljavnim na datum prodaje. Razen če ni drugače dogovorjeno, se poštnina, pakiranje in zavarovanje plačajo s prodajo ustrezne količine naložbene kovine s kupčevega hrambnega računa v okviru zadevne prodajne podpogodbe na način, da se pri izračunu količine naložbene kovine, ki bo prodana v skladu s členom V.4 pogodbe, prodajna cena poveča za stroške poštnine, pakiranja in zavarovanja. Prodajalčeva terjatev do plačila cene izdelkov, ki jih kupi kupec, ter do plačila poštnine, pakiranja in zavarovanja se pobota s kupčevo terjatvijo do plačila prodajne cene. Kupljeni izdelek bo dostavljen kupcu pod pogoji in določili, ki so primerljivi členu IV. pogodbe. Kupec pridobi lastništvo nad izdelkom po plačilu njegove cene.

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. Če se kupec odloči za plačilo prodajne cene v gotovini, mora kupec plačati tudi transakcijske provizije, povezane s pošiljanjem plačila, v skladu s cenikom stroškov in storitev, veljavnim na datum prodaje. Če ni dogovorjeno drugače, se transakcijske provizije, povezane s pošiljanjem plačila plačajo s prodajo ustrezne količine naložbene kovine s kupčevega hrambnega računa v okviru zadevne prodajne podpogodbe na način, da se pri izračunu količine naložbene kovine, ki bo

prodana v skladu s členom V.4 pogodbe, prodajna cena poveča za zadevne transakcijske provizije. Prodajalec zahteva za plačilo transakcijskih provizij, povezanih s pošiljanjem plačila, se pobota s kupčevim zahtevkom za plačilo prodajne cene. V 20 delovnih dneh od datuma prodaje bo nepravilni znesek prodajne cene položen na bančni račun, ki ga je v ta namen navedel kupec.

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. Pri izplačilu s hrambnega računa je prodajalec upravičen do nagrade za spodbujanje prodaje naložbenega zlata (v nadaljevanju »nagrada prodajalcu za spodbujanje prodaje naložbenega zlata«) po veljavnem ceniku stroškov in storitev na datum prodaje. Nagrado prodajalcu za spodbujanje prodaje naložbenega zlata se izplača tako, da se stanje teže naložbene kovine na hrambnem računu zmanjša za količino, ki ustreza znesku te provizije. Količina naložbene kovine, ki ustreza nagradi prodajalcu za spodbujanje prodaje naložbenega zlata, se izračuna po ceniku odkupa, veljavnem na datum prodaje.

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. Prodajalec sprejme kupčevo ponudbo za sklenitev prodajne podpogodbe tako, da kupcu pošlje potrdilo o prodaji na kupčev račun stranke in/ali e-poštni naslov v petih delovnih dneh od datuma prodaje (v nadaljnjem besedilu »potrdilo o prodaji«). Prodajalec ni dolžan sprejeti ponudbe za sklenitev prodajne podpogodbe. Če količina naložbene kovine, ki bo prodana v okviru prodajne podpogodbe, kot je določeno v skladu s členom V.4 pogodbe, preseže največje odstopanje prodajne teže, prodajna podpogodba ne bo sklenjena. Ne glede na zgoraj navedeno bo prodajalec potrdilo o prodaji poslal na kupčev račun stranke in/ali e-poštni naslov, pri čemer bo potrdilo o prodaji predstavljalo novo nepreklicno ponudbo prodajalca za sklenitev prodajne podpogodbe. Ta ponudba je sprejeta, razen če se kupec z njo pisno ne strinja v 10 koledarskih dneh od datuma, ko je kupec prejel potrdilo o prodaji; sprejem katerega koli izdelka, ki ga kupec kupi v skladu s členom V.5 pogodbe, prav tako pomeni sprejem ponudbe. Če se kupec odloči za izplačilo prodajne cene v gotovini, mora kupec prodajalcu v roku za izražanje nestrinjanja vrniti tudi celotno prodajno ceno (ali njen celoten del, ki ga je prodajalec plačal kupcu v skladu s členom V.6 te pogodbe), če je prodajalec to že plačal kupcu po predmetni prodajni podpogodbi, sicer se šteje, da je prodajna podpogodba sklenjena. Poleg tega prodajna podpogodba ne bo sklenjena, če je v hrambnem računu na datum prodaje evidentirana nezadostna količina naložbene kovine za izpolnitev te prodajne podpogodbe.

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. Kupec ima prav tako pravico kadar koli zahtevati, da prodajalec prenese količino naložbene kovine, ki jo je izbral kupec, s kupčevega hrambnega računa na hrambni račun, ki ga je prodajalec registriral po drugi pogodbi za nakup iiplanMax®, iiplanRentier® ali iiplanGold®, vključno s hrambnim računom tretje stranke (v tem primeru to pomeni prenos izbrane količine naložbene kovine v korist te tretje stranke), ob upoštevanju naslednjih pogojev:

The Buyer shall also be entitled at any time to request that the Seller transfer a quantity of investment metal selected by the Buyer from the Buyer's Weight Accumulation Account to a Weight Accumulation Account registered by the Seller under another iiplanMax®, iiplanRentier®, or iiplanGold® purchase contract, including to the Weight Accumulation Account of a third party (in which case this shall constitute the transfer of the selected quantity of investment metal for the benefit of such third party), subject to the following terms and conditions:

- a. Kupec odda zahtevo za prenos preko računa stranke (tako, da izpolni ustrezen obrazec in ga elektronsko podpiše v skladu s členom III.3 pogodbe). Kupec v zahtevku za prenos na hrambni račun pogodbe za nakup iiplanGold® izbere bodisi količino naložbene kovine, ki naj bo prenesena, bodisi znesek iz trenutne vrednosti hrambnega računa, na katerega se prenese ustrezna količina naložbene kovine. Kupec v zahtevku za prenos na hrambni račun pogodbe za nakup iiplanRentier® ali iiplanMax® izbere znesek iz trenutne vrednosti hrambnega računa, na katerega se prenese ustrezna količina naložbene kovine (v tem primeru ni mogoče izbrati količine naložbene kovine za prenos). V obeh primerih mora kupec identificirati tudi hrambni račun, na katerega bo naložbena kovina prenesena, in datum prenosa naložbene kovine (v nadaljevanju »datum prenosa«), ki je lahko najprej dan po zahtevku za prenos, razen če prodajalec v določenem primeru dovoli, da se prenos izvede na datum zahteve. Če kupec zahteva izplačilo s hrambnega računa v znesku, ki na dan prejema navodila za izplačilo povzroči prodajalčevo obveznost identifikacije in/ali preverjanja kupca v skladu z zakonom o preprečevanju pranja denarja, datum prodaje nastopi šele, ko so te obveznosti v skladu z zakonom o preprečevanju pranja denarja izpolnjene.

The Buyer shall submit the transfer request via the Customer Account (by filling in the relevant form and signing it electronically pursuant to Article III.3 of the Contract). In a request for transfer to the Weight Accumulation Account of an iiplanGold® purchase contract, the Buyer shall select either the quantity of investment metal to be transferred or the amount from the Current Value of the Weight Accumulation Account to which the corresponding quantity of investment metal is to be transferred. In a request for transfer to the Weight Accumulation Account of an iiplanRentier® or iiplanMax® purchase contract, the Buyer shall select the amount from the Current Value of the Weight Accumulation Account to which the corresponding quantity of investment metal is to be transferred (in this case, it is not possible to select a quantity of investment metal to be transferred). In both cases, the Buyer shall also identify the Weight Accumulation Account to which the investment metal is to be transferred and the date on which the investment metal is to be transferred (hereinafter referred to as the "Transfer Date"), which, at the earliest, may be the day following the transfer request, unless, in any particular case, the Seller allows the transfer to be made on the date of the request. Should the Buyer request a payout from the Weight Accumulation Account in an amount which, as at the date of delivery of the payout instruction, gives rise under the AML Act to the Seller's obligation to identify and/or verify the Buyer, the Sale Date shall not arise until such obligations under the AML Act have been fulfilled.

- b. V kolikor kupec v zahtevku izbere znesek iz trenutne vrednosti hrambnega računa, na katerega se prenese ustrezna količina naložbene kovine, se količina naložbene kovine za prenos izračuna na datum prenosa smiselno v skladu s členom V.4 te pogodbe (vendar določbe o največjem odstopanju prodajne teže ne veljajo); za namene tega prenosa se trenutna vrednost vedno določi v skladu s členom V.2(a) te pogodbe.

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. Če kupec zahteva prenos na hrambni račun pogodbe iiplanRentier® ali iiplanMax®, se količina naložbene kovine za prenos izračuna na datum prenosa smiselno v skladu s členom V.4 te pogodbe (vendar določbe o največjem odstopanju prodajne teže ne veljajo); za namene tega prenosa se trenutna vrednost vedno določi v skladu s členom V.2(c) te pogodbe.

Should the Buyer request a transfer to the Weight Accumulation Account of an iiplanRentier® or iiplanMax® contract, the quantity of investment metal to be transferred shall be calculated as at the Transfer Date in accordance with Article V.4 of this Contract, mutatis mutandis (however, the provisions on the Maximum Sale Weight Variance shall not apply); for the purposes of this transfer, the Current Value shall always be determined in accordance with Article V.2(c) of this Contract.

- d. Ko je prenos s hrambnega računa opravljen, je prodajalec upravičen do nagrade prodajalcu za spodbujanje prodaje naložbenega zlata v skladu s cenikom stroškov in storitev, veljavnim na datum prenosa. Nagrado prodajalcu za spodbujanje prodaje naložbenega zlata se izplača tako, da se stanje teže naložbene kovine na hrambnem računu zmanjša za količino, ki ustreza znesku te provizije. Količina naložbene kovine, ki ustreza nagradi prodajalcu za spodbujanje prodaje naložbenega zlata, se izračuna po ceniku odkupa, veljavnem na datum prenosa.

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. Prodajalec sprejme kupčevo zahtevo za prenos s hrambnega računa tako, da kupcu pošlje potrdilo o prenosu na kupčev račun stranke in/ali e-poštni naslov v petih delovnih dneh od datuma prenosa, s čimer sklene pogodbo o prenosu s hrambnega računa (v nadaljevanju »pogodba o prenosu s hrambnega računa«). Prodajalec ni dolžan izpolniti zahtevka za prenos in skleniti pogodbe o prenosu s hrambnega računa. Naložbene kovine se ne prenesejo,

zlasti če je na datum prenosa na kupčevem hrambnem računu evidentirana nezadostna količina naložbene kovine za izvedbo prenosa.

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. Količina naložbene kovine, evidentirana na kupčevem hrambnem računu, se zmanjša za količino naložbene kovine za prenos, količina naložbene kovine, evidentirana na ciljnim hrambnem računu, ki jo kupec določi za prenos, pa se poveča za enako količino.

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. V izogib dvomu pogodbeni stranki potrjujeta, da če se naložbena kovina prenese s hrambnega računa, ki ga je prodajalec registriral po drugi pogodbi za nakup iiplanGold® na kupčev hrambni račun po postopku, ki je primerljiv tistemu iz člena V.9 te pogodbe, se količina naložbene kovine, evidentirana na kupčevem hrambnem računu, poveča za količino naložbene kovine, ki bo prenesena.

For the avoidance of doubt, the Parties acknowledge that if investment metal is transferred from a Weight Accumulation Account registered by the Seller under another iiplanGold® purchase contract to the Buyer's Weight Accumulation Account by means of procedure analogous to that laid down in Article V.9 of this Contract, the quantity of investment metal recorded in the Buyer's Weight Accumulation Account shall be increased by the quantity of the investment metal to be transferred.

11. V izogib dvomu se pogodbeni stranki strinjata, da se lahko s plačili s hrambnega računa ali prenosi v skladu s členom V.9 pogodbe količina naložbene kovine, evidentirane na hrambnem računu, v celoti porabi (tj. vrednost hrambnega računa je lahko enaka nič), ne da bi to povzročilo odpoved te pogodbe.

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. Če prodajalec zanesljivo izve za smrt kupca, bo prodajalec brez nepotrebnega odlašanja preklical vsa plačila s hrambnega računa, ki jih je sklenil kupec, vendar za katere datum prodaje še ni izpolnjen, kot tudi prenose gramov, ki jih je sklenil kupec, vendar zanje datum prenosa še ni izpolnjen.

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. ODPOVED POGODBENE OBVEZNOSTI | TERMINATION OF CONTRACTUAL OBLIGATION

1. Ta pogodba je sklenjena za nedoločen čas.

This Contract shall be of indefinite duration.

2. To pogodbo lahko odpove katera koli pogodbeni stranka s trimesečnim odpovednim rokom, ki začne teči prvi dan koledarskega meseca po vročitvi odpovednega roka drugi pogodbeni stranki. Obvestilo o odpovedi pogodbe se lahko vroči izključno v papirnati obliki. Za namene pogodbe je datum vročitve obvestila opredeljen izključno kot delovni dan, na katerega je obvestilo dostavljeno v območju vpliva naslovnika do 16. ure po srednjeevropskem času.

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. Kupec priznava, da je cena naložbene kovine odvisna od nihanj na finančnem trgu, na katera prodajalec nima vpliva. Glede na to dejstvo v skladu z razdelkom 1837(b) češkega zakona št. 89/2012, civilnega zakonika, kakor je bil spremenjen, kupec nima pravice odstopiti od te pogodbe, nakupne podpogodbe, prodajne podpogodbe ali pogodbe o prenosu s hrambnega

računa v skladu z razdelkom 1829 češkega zakona št. 89/2012, civilnega zakonika, kot je bil spremenjen.

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. Po obvestilu o odpovedi pogodbe se vsa kupčeva plačila, ki so bila namenjena za plačilo vhodnega cenovnega pribitka na dan, ko poteče odpovedni rok, pripišejo prodajalcu in prodajalec ne zagotovi nobenega nadomestila.

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. Če obveznosti po tej pogodbi prenehajo, hkrati pa je naložbena kovina, ki jo je kupil kupec, pri prodajalcu (na hrabrnem računu je evidentirana količina naložbene kovine, ki je različna od nič), je kupec upravičen do odškodnine v višini, izračunani po ceniku odkupa, veljavne na dan prenehanja obveznosti iz te pogodbe (oziroma, če obveznosti po tej pogodbi prenehajo zaradi odpovedi pogodbe, po ceniku odkupa, veljavnem na dan vročitve obvestila drugi pogodbeni stranki), na podlagi količine naložbene kovine, evidentirane na hrabrnem računu. Ob prenehanju obveznosti iz te pogodbe se kupec brez nepotrebne odlašanja odloči (v besedilu vročenega obvestila, če kupec odstopa od pogodbe) ali zahteva izplačilo nadomestila v naložbeni kovini ali v gotovini. Če kupec v roku iz prejšnjega stavka ne izbere želenega načina izplačila, se nadomestilo izplača v gotovini. Nadomestilo se izplača v skladu s členom V.5 ali 6 te pogodbe, datum prodaje pa se šteje za datum, ko obveznosti iz tega sporazuma prenehajo veljati.

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. Prekinitev pogodbenega razmerja bo potrjena na kupčev račun stranke in/ali e-poštni naslov.

Termination of the contractual relationship shall be confirmed to the Buyer's Customer Account and/or email address.

VII. REKLAMACIJE | CLAIMS

1. Pravice, ki izhajajo iz pomanjkljivega delovanja, in prodajalčevo odgovornost za napake urejajo ustrezne določbe češkega zakona št. 89/2012, civilnega zakonika, kakor je bil spremenjen, vključno z, brez omejitev, razdelki od 2099 do 2112 in razdelki od 2165 do 2174. Kupec vloži reklamacijo v pisni obliki na naslov prodajalca za storitve, po telefonu ali po e-pošti na elektronski naslov prodajalca z navedbo originalne številke pogodbe in opisom ugotovljenih napak. Prodajalec bo kupcu poslal potrdilo o prejemu zahtevka na kupčev račun stranke in/ali e-poštni naslov. Prodajalec bo odločitev o zahtevku sprejel v treh delovnih dneh po prejemu ter o odločitvi obvestil kupca na kupčev račun stranke in/ali e-poštni naslov, razen če ni drugače dogovorjeno s kupcem. Upravičen zahtevek bo poravnan brez nepotrebne odlašanja, v vsakem primeru pa najpozneje v 30 koledarskih dneh od datuma, ko je predmet nakupa dostavljen na naslov prodajalca.

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.

1. Prodajalec obdeluje osebne podatke kupca zlasti za namene izvajanja pogodbenih obveznosti po tej pogodbi. Dodatne informacije o tem, kako prodajalec obdeluje take osebne podatke, lahko najdete v pravni izjavi, ki je na voljo na spletni strani prodajalca (pod <https://ibis.ibisingold.com/Files/pdf/SL/Legal>). Prodajalec ima pravico, da pravno izjavo kadarkoli enostransko spremeni in bo kupca o teh spremembah obvestil.

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/SL/Legal>). The Seller shall be entitled to unilaterally change the Legal Statement at any time and shall notify the Buyer of such change.

2. V skladu s členom 6(1)(a) Uredbe (EU) 2016/679 Evropskega parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES kupec soglaša z obdelavo svoje fotografije in videoposnetka sebka za namene identifikacije v skladu z zakonom o preprečevanju pranja denarja prek digitalne storitve, ki jo upravlja tretja stranka (tj. na dan sklenitve te pogodbe storitev Amazon Rekognition, ki jo zagotavlja Amazon Web Services, Inc.). Kupec lahko takšno soglasje za obdelavo osebnih podatkov za ta namen kadar koli prekliče prek kontaktnega e-poštnega naslova, telefonske številke za pomoč strankam ali računa stranke. Kupec potrjuje, da je takšna identifikacija morda potrebna za prodajalca, da izpolni svoje obveznosti iz zakona o preprečevanju pranja denarja (AML), in da lahko zavrnitev soglasja ali preklic soglasja povzroči odpoved pogodbenega razmerja s pisnim obvestilom o odpovedi, ki ga vroči prodajalec. Osebni podatki kupca se obdelujejo in hranijo do preklica soglasja, razen če za takšno obdelavo obstaja druga pravna podlaga. V tem primeru se obdelujejo in hranijo za čas trajanja obveznosti iz pogodbe in še deset let po prenehanju vseh obveznosti iz te pogodbe med kupcem in prodajalcem.

Pursuant to Article 6(1)(a) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, the Buyer consents to the processing of the Buyer's photograph and selfie video for purposes of identification under the AML Act through a digital service operated by a third party (i.e. as at the date of conclusion of the present Contract, the Amazon Rekognition service provided by Amazon Web Services, Inc.). The Buyer may withdraw such consent to the processing of personal data for this purpose at any time via the contact email address, the customer service line, or the Customer Account. The Buyer acknowledges that such identification may be necessary for the Seller to comply with obligations under the AML Act, and that refusal to give consent or the withdrawal of consent may lead to termination of the contractual relationship hereunder by written notice of termination served by the Seller. The Buyer's personal data shall be processed and retained until the withdrawal of consent, unless another legal basis exists for such processing, in which case it shall be processed and retained for the duration of the obligations under the Contract and for a further ten years following the cessation of all obligations hereunder between the Buyer and the Seller.

IX. ODKUP PREDMETA NAKUPA | BUYBACK OF THE SUBJECT OF PURCHASE

1. Prodajalec odkupi vse enote predmeta nakupa in druge izdelke (dobavljene v naložbeni kovini v primeru plačila s hrambnega računa), ki jih prodajalec proda po tej pogodbi po ceni (»odkupna cena«), določeni na način v skladu s cenikom odkupa, veljavnim na datum, ko sta predmet nakupa in/ali izdelek, ki bo odkupljen, dostavljena prodajalcu (»datum odkupa«). Odkupna cena je objavljena v ceniku odkupa od ponedeljka do petka po 18. uri po srednjeevropskem času; po objavi začne veljati takoj in ostane v veljavi naslednji dan in, če je primerno, za druge dni, ko cena odkupa ni objavljena v ceniku odkupa v skladu s prvim delom tega stavka. Cenik odkupa ni ponudba za sklenitev pogodbe, temveč samo povabilo k oddaji ponudb za sklenitev pogodbe.

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. V primeru odkupa predmeta nakupa po preteku najmanj 60 mesecev od dostave kupcu in datuma odkupa, je odkupna cena sestavljena iz: (i) cene odkupa kovine; (ii) odkupne premije IBIS; in (iii) odkupne premije iiplanGold®. Odkupna premija iiplanGold® na enoto predmeta nakupa je navedena v ceniku odkupa.

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. V primeru odkupa predmeta nakupa v situaciji, ko mora od dostave kupcu do datuma odkupa preteči vsaj 60 mesecev, bo odkupna cena sestavljena izključno iz cene odkupa kovine.

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. Če se odkupi dodatni izdelek, odkupno ceno sestavljajo: (i) odkupna cena kovine; in (ii) odkupna premija IBIS.

Where another Product is bought back, the Buyback Price shall consist of: (i) the Metal Buyback Price; and (ii) the IBIS Buyback Premium.

2. Kupec posreduje prodajalcu predlog za sklenitev pogodbe o odkupu predmeta nakupa ali izdelka: (i) prek računa stranke, tako da izpolni ustrezen obrazec in ga elektronsko podpiše v skladu s členom III.3 te pogodbe; (ii) s pošiljanjem izvoda lastnoročno podpisanega pisnega predloga, oblikovanega v skladu z obrazcem v računu stranke, na e-poštni naslov prodajalca; ali (iii) s pošiljanjem lastnoročno podpisanega pisnega predloga v papirnati obliki, oblikovanega v skladu z obrazcem v računu stranke, na naslov prodajalca. Predmet predloga za sklenitev pogodbe o odkupu, ki je nepreklicna, je prodaja določenega predmeta nakupa ali izdelka po odkupni ceni pod pogojem, da odkupna cena kovine na datum odkupa ni več 10 % nižja kot na dan, ko je kupec prodajalcu predlagal sklenitev pogodbe o odkupu (v nadaljevanju »minimalna cena kovine«). Prodajalec sprejme takšen predlog za sklenitev pogodbe z brezgotovinskim plačilom odkupne cene (brez morebitnih transakcijskih stroškov, povezanih s pošiljanjem plačila v skladu z veljavnim cenikom stroškov in storitev). Prodávající akceptuje takový návrh na uzavření smlouvy bezhotovostní úhradou Výkupní ceny. Prodávající návrh na uzavření smlouvy odmítne v případech, kdy je povinen odmítnout uskutečnit obchod dle AML zákona nebo jiného právního předpisu.

The Buyer shall submit to the Seller a proposal to enter into a contract for the buyback of the Subject of Purchase or Product: (i) through the Customer Account by filling in the relevant form and signing it electronically in accordance with Article III.3 hereof; (ii) by sending a copy of a hand-signed written proposal worded as per the form in the Customer Account to the Seller's email address; or (iii) by sending a hand-signed written proposal on paper, worded as per the form in the Customer Account, to the Seller's address. The subject of a proposal to enter into a buyback contract, which is irrevocable, shall be the sale of the specified Subject of Purchase, or Product, at the Buyback Price on condition that the metal buyback price on the Buyback Date is not more than 10% lower than on the date on which the Buyer made the proposal to the Seller to enter into a buyback contract (hereinafter referred to as the "Minimum Metal Price"). The Seller accepts such a proposal to enter into a contract by making cashless payment of the Buyback Price (less any transaction fees associated with the dispatch of payment as per the valid Fee and Service Price List). Prodávající akceptuje takový návrh na uzavření smlouvy bezhotovostní úhradou Výkupní ceny. Prodávající návrh na uzavření smlouvy odmítne v případech, kdy je povinen odmítnout uskutečnit obchod dle AML zákona nebo jiného právního předpisu.

3. Če je odkupna cena kovine nižja od minimalne cene kovine, je kupec upravičen do nove ponudbe ali pa na zahtevo kupca prodajalec pošlje prejeti predmet nakupa ali izdelek nazaj na naslov kupca na stroške kupca (poština, pakiranje in zavarovanje po veljavnem ceniku stroškov in storitev).

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. Prodajalec opravi fizični pregled pristnosti, čistosti in splošne celovitosti predmeta nakupa ali izdelka, vključno s certifikatom in vsemi dobavljenimi dodatki. V primeru dostave poškodovanega ali nepopolnega predmeta nakupa ali izdelka ali poškodovanih ali nepopolnih dodatkov predmeta nakupa ali izdelka ima prodajalec pravico določiti nižjo odkupno ceno ali zavrniti odkup in vrniti predmet nakupa ali izdelek na naslov kupca na stroške kupca (poština, pakiranje in zavarovanje po veljavnem ceniku stroškov in storitev). Če prodajalec določi nižjo odkupno ceno, bo prodajalec kupcu poslal predlog za sklenitev pogodbe o odkupu na račun stranke in/ali e-poštni naslov, naveden v naslovu pogodbe o odkupu; kupec mora takšen predlog potrditi z e-pošto, poslano prodajalcu z e-poštnega naslova, navedenega v pogodbi o odkupu. Če kupec v razumnem roku, ki ga določi prodajalec in je naveden v predlogu, ne potrdi predloga za sklenitev pogodbe o odkupu, bo prodajalec na stroške kupca vrnil predmet nakupa oziroma izdelek (poština, pakiranje in zavarovanje po veljavnem ceniku stroškov in storitev) na naslov kupca.

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. KONČNE DOLOČBE | FINAL PROVISIONS

1. Ta pogodba se prenese na katerega koli naslednika kupca. Pogodba ali podpogodba se lahko prenese na drugo osebo in obveznosti iz pogodbe lahko prevzame druga oseba na podlagi pogodbe o prenosu pravic in prevzemu obveznosti. V primeru smrti kupca je prodajalec upravičen in dolžan obvestiti organ, ki vodi zapuščinske postopke, o stanju poslovnega razmerja s kupcem na dan smrti; poravnava z zakonitim dedičem se opravi po predložitvi pravnomočnega sklepa o dedovanju prodajalcu.

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. Za vročanje se uporabljajo naslovi, navedeni zgoraj v glavi. Kadar se stranki tako dogovorita, se dokumenti lahko dostavijo na e-poštne naslove, navedene zgoraj v glavi, ali, v primeru kupca, na kupčev račun stranke.

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. Razen če pogodba izrecno vsebuje druge določbe, pravno razmerje med strankama ureja veljavno pravo Češke republike, vključno z, vendar ne omejeno na, zakon št. 89/2012, civilni zakonik, kot je bil spremenjen.

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. Stranki potrjujeta, da sta prebrali pogodbo in se strinjata z njeno vsebino ter da je bila sestavljena v skladu z njuno pravo in pristno voljo, jasno in določno ter ne pod prisilo in očitno neugodnimi pogoji. Če je kupec poročen ali v zunajzakonski skupnosti, kupec izjavlja, da se njegov zakonec ali civilni partner strinja s to pogodbo.

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. Kupec s sprejemom predloga za sklenitev pogodbe potrjuje, da se je dovolj vnaprej seznanil s podatki, ki so bili posredovani zainteresiranim osebam pred sklenitvijo pogodbe za nakup iiplanGold® (v nadaljevanju »informacije«), ki je bil prejet skupaj s tem osnutkom pogodbe, razume predložene podatke in je prodajalec ustrezno odgovoril na vsa vprašanja v zvezi z informacijami.

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. Če je ta pogodba dvojezična, se stranki strinjata, da v primeru kakršnega koli neskladja med različnimi jezikovnimi različicami pogodbe prevlada češka različica; če pogodba ni sestavljena v češčini, prevlada angleška različica.

If this Contract is bilingual, the Parties agree that, in the event of any inconsistency between the different language versions of the Contract, the Czech version hereof shall prevail; if the Contract has not been drawn up in Czech, the English version shall prevail.

XI. ALTERNATIVNO REŠEVANJE SPOROV | ALTERNATIVE DISPUTE RESOLUTION

1. Kupec ima kot potrošnik pravico do izvensodnega reševanja potrošniškega spora. Subjekt, odgovoren za takšno alternativno reševanje potrošniških sporov, je češki organ za trgovinsko inšpekcijo (www.coi.cz). Kupec ima pravico sprožiti alternativno reševanje spora le, če spora ne reši neposredno s prodajalcem. Kupec mora to dejstvo dokazati češkemu organu za trgovinsko inšpekcijo. Kupec ima pravico vložiti zahtevek pri češkem organu za trgovinsko inšpekcijo najpozneje v enem letu od datuma, ko je kupec prvič uveljavljal svojo zadevno pravico, tj. predmet spora s prodajalcem. Za alternativno reševanje potrošniških sporov ni stroškov. Ob začetku alternativnega reševanja sporov ni zastaranja. Zgornji postopek ne posega v kupčevo pravico, da svoj zahtevek vloži na sodišče. Za reševanje sporov, ki izhajajo iz sklenjene pogodbe, je pristojno sodišče v skladu z zakonodajo Češke republike.

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

XII. SPREJEM OSNUTKA POGODBE IN SPREMEMBE POGODBE | ACCEPTANCE OF THE DRAFT CONTRACT AND AMENDMENTS TO THE CONTRACT

1. Osutek pogodbe se kupcu pošlje v obliki dokumenta PDF na kupčev račun stranke in/ali na e-poštni naslov, ki je naveden v glavi pogodbe. Po prejemu in pregledu osnutka pogodbe mora kupec, če je zainteresiran za sklenitev pogodbe, nakazati negotovinsko plačilo v višini najmanj 4,00 EUR na račun prodajalca, naveden v nogi te pogodbe ali na spletni strani prodajalca. Tako plačilo predstavlja nepreklicno ponudbo kupca za sklenitev pogodbe v skladu s prejetim osnutkom. Plačilo se izvede z računa kupca, navedenega v glavi pogodbe, ima variabilni simbol, ki je enak številki pogodbe, in je lahko opremljeno s sporočilom za prejemnika »AML, IBIS InGold« (v nadaljnjem besedilu »potrditveno plačilo«).

The draft 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. After receiving and reviewing the draft Contract, the Buyer, if interested in entering into the Contract, shall make a non-cash payment of at least 4.00 EUR to the Seller's account stated in the footer of the present Contract or on the Seller's Website. Such payment shall constitute the Buyer's irrevocable offer to enter into the Contract in accordance with the draft received. The payment shall be made from the Buyer-held account specified in the header of the Contract, have a variable symbol identical to the number of the Contract and, where appropriate, be accompanied by the message for the recipient "AML, IBIS InGold" (hereinafter referred to as the "Confirmation Payment").

2. Če kupec prejme potrditveno plačilo, vendar brez ustreznega variabilnega simbola ali z napačnim variabilnim simbolom, mora prodajalec o tem obvestiti kupca s sporočilom na kupčev račun stranke in/ali e-poštni naslov. Kupec ima nato sedem delovnih dni časa, da naknadno identificira potrditveno plačilo z e-poštnega naslova, navedenega v glavi pogodbe, in v tem e-poštnem sporočilu navede: (i) datum plačila; (ii) znesek plačila; (iii) številko računa; (iv) ime imetnika računa; (v) pravičen variabilni simbol; in (vi) sporočilo za prejemnika »AML, IBIS InGold«. Najkasneje v 15 delovnih dneh po prejemu potrditvenega plačila skupaj z vsemi podatki in predložitvijo dokumentov, potrebnih za identifikacijo in/ali preverjanje v skladu z zakonom o preprečevanju pranja denarja, prodajalec potrdi sklenitev pogodbe s sporočilom, poslanim na kupčev račun stranke in/ali e-poštni naslov. Pogodba je sklenjena v trenutku, ko kupec prejme potrditveno sporočilo od prodajalca preko kupčevega računa stranke in/ali e-poštnega naslova. V izogib dvomu se razume, da lahko prodajalec potrdi sklenitev pogodbe, tudi če prejme e-poštno sporočilo od kupca, ki zadostno identificira potrditveno plačilo na zgoraj omenjeni način, po preteku zahtevanega roka.

Should the Seller receive a Confirmation Payment, but absent the corresponding variable symbol, or 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 Business Days to subsequently identify the Confirmation Payment from the email address provided in the header of the Contract, stating in that email: (i) the date of payment; (ii) the amount of the payment; (iii) the account number; (iv) the name of the account holder; (v) the correct variable symbol; and (vi) the message for the recipient "AML, IBIS InGold". No later than 15 Business Days after the Confirmation Payment has been credited, together with all data, and the documents required for identification and/or verification under the AML Act have been submitted, the Seller shall confirm, by sending a message to the Buyer's Customer Account and/or email address, that the Contract has been concluded. 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.

3. Kupec mora prodajalcu predložiti dokumente v skladu z zakonom o preprečevanju pranja denarja (kopijo osebnega dokumenta, dokument, ki dokazuje, da račun, s katerega je kupec izvedel potrditveno plačilo, obstaja in se vodi na ime kupca, ter vse nadaljnje dokumente, ki jih predpisuje zakon o preprečevanju pranja denarja ali jih od kupca zahteva prodajalec). Kupec te dokumente naloži prek mobilne aplikacije ali spletnega vmesnika v svoj račun stranke, ali pa jih s prodajalčevim soglasjem pošlje na prodajalčev e-poštni naslov. Prodajalec bo na podlagi teh dokumentov identificiral in/ali preveril kupca v skladu z zakonom o preprečevanju pranja denarja.

The Buyer shall provide the Seller with documents pursuant to the AML Act (a copy of an identity document, a document evidencing that the account from which the Buyer made the Confirmation Payment exists and is held in the Buyer's name, and any further documents prescribed by the AML Act or requested of the Buyer by the Seller). The Buyer shall upload such documents via the mobile application or the web interface to the Customer Account, or, with the Seller's consent, send them to the Seller's email address. The Seller shall identify and/or verify the Buyer on the basis of such documents in accordance with the AML Act.

4. Potrditveno plačilo (zmanjšano za morebitne bančne stroške, povezane s prejemom plačila) se uporabi za kritje vhodnega cenovnega pribitka in/ali nakup naložbene kovine v razmerju glede na vrsto pogodbe.

The confirmation payment (less any bank charges associated with the receipt of payment) will be used to cover the Input Price Increase and/or the purchase of investment metal at a ratio based on the type of contract.

5. Sprejem ponudbe za sklenitev pogodbe, ki ji je priložen dodatek ali odstopanje, je vnaprej onemogočen, razen če gre za dodatek, pisni predlog, za sklenitev katerega prodajalec pošlje kupcu prek kupčevega računa stranke in/ali e-poštnega naslova, navedenega v glavi tega dokumenta skupaj s pogodbo, pri čemer se pogodba sklene pod zgoraj navedenimi pogoji in določili v besedilu dodatka.

Acceptance of an offer to enter into the Contract accompanied by an addendum or deviation shall be precluded in advance, unless this is an addendum, the written proposal to enter into which is sent to the Buyer by the Seller via the Buyer's Customer Account and/or email address specified in the heading hereof together with the Contract, in which case the Contract shall be concluded under the above terms and conditions in the wording of the addendum.

6. Spremembe pogodbe se lahko v vsakem primeru izvedejo s pisnimi dodatki v papirnati obliki in/ali z izpolnitvijo ustreznega obrazca v računu stranke, ki mora biti elektronsko podpisan v skladu s členom III.3 te pogodbe. Če je predmet spremembe pogodbe sprememba telefonske številke kupca, mora biti sprememba sklenjena v pisni obliki na papirju.

Changes to the Contract may be made, in each case, by written addenda in paper form and/or by filling in the relevant form in the Customer Account, which shall be electronically signed in accordance with Article III.3 hereof. If the subject of an amendment to the Contract is a change in the Buyer's telephone number, the addendum shall be concluded in a written form on paper.

7. Prodajalec ima pravico in v določenih primerih obveznost identificirati, preveriti in potrditi kupca, med drugim v zvezi s kupčevo kreditno sposobnostjo, ukrepi za preprečevanje pranja denarja in financiranje terorizma (vključno, kjer je primerno, poostreno identifikacijo in preverjanji kupca) ter izvajanjem mednarodnih ali nacionalnih sankcij in ukrepov za boj proti goljufijam ter nepoštenemu ali špekulativnemu trgovanju. Kot del take identifikacije, preverjanj in potrditev lahko prodajalec po lastni presoji od kupca zahteva dodatne informacije in/ali dokumente. Če kupec prodajalcu ne posreduje zahtevanih informacij ali dokumentov v razumnem roku ali če dvomi prodajalec o dejstvih, ki se pregledujejo ali preverjajo, obstajajo tudi po predložitvi takih informacij ali dokumentov, lahko prodajalec: (i) prekine pogodbo brez nadaljnega obvestila; ali (ii) zavrne obdelavo izplačila ali druge izvedbe s strani kupca ali v njegovo korist. To ne posega v pravice in obveznosti prodajalca po obveznih zakonskih določbah. Kadar je kupec identificiran s potrditvenim plačilom v skladu z zakonom o preprečevanju pranja denarja (AML), se kupec zavezuje, da bo izpolnil vse obveznosti, ki izhajajo iz tega zakona, in prodajalcu zagotovil potrebno sodelovanje za ta namen.

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 payout 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 verification payment under the AML Act, the Buyer undertakes to fulfil all obligations arising from that Act and to provide the Seller with the cooperation necessary for that purpose.

Praha, 25.05.2026



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

VZORREK