

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

The company IBIS InGold<sup>®</sup>, a. s., having its registered office at Rybná 682/14, Staré Město, 110 00 Praha 1, Czech Republic, entered in the Commercial Register maintained at the Metropolitan Court in Prague, file B 18920, Company Number: 25525433, Taxpayer Identification Number: CZ25525433 (hereinafter referred to as the "Seller"), e-mail: shop@ibisingold.com, website operated by the Seller (hereinafter referred to as the "Website of the Seller"): ibis.ibisingold.com, represented by Libor Kochrda, Chairman of the Board of Directors, hereby presents a proposal to conclude this Purchase Contract iiplanRentier<sup>®</sup> (hereinafter referred to as the "Contract") to the client specified hereunder, as the Buyer (hereinafter referred to as the "Buyer"). The Buyer may accept the proposal to conclude the Contract in the manner specified in Article XII. of the Contract.

### THE BUYER

Full Name

Street No.

Date of birth

Town

Mobile Phone

ZIP Code

E-mail

State

### BUYER'S BANK DETAILS

Bank country

Account owner

Account number

Relationship

Bank Code

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

### I. THE SUBJECT-MATTER OF THE CONTRACT, DETERMINATION OF PAYMENTS AND TYPE OF CONTRACT

1. The subject-matter of the Contract is the undertaking of the Seller to supply to the Buyer investment gold in the form specified hereunder and in a quantity which corresponds to the paid purchase price (hereinafter referred to as the "Subject-matter of Purchase") and to enable the Buyer to acquire the right of ownership to such Subject-matter of Purchase, and the undertaking of the Buyer to accept the Subject-matter of Purchase.
2. The other terms and conditions of purchase of the Subject-matter of Purchase are as follows:

Type of Investment Metal

Contract Type

Fineness of the Investment Metal

Input Price Increase of the First Piece

Form of the Investment Metal

Amount of monthly payment

Weight of One Piece

Amount of special payment

- Ingot is understood to be investment precious metal marked with a production number, weight, fineness, the investment type, and the manufacturer. The Buyer is provided with a certificate of authenticity together with the ingot. The manufacturer or supplier of the ingot determines the form of the certificate of authenticity.
- For the purpose of the delivery of the Subject-matter of Purchase, the Buyer shall purchase the investment metal specified above, from which the Subject-matter of Purchase shall be made, from the Seller in stages (hereinafter referred to as a "Partial Purchase Contract").
- The Input price increase specified above is included in the purchase price of the first piece of the Subject-matter of Purchase (hereinafter referred to as the "Input Price Increase"). For the avoidance of doubt, the Contracting Parties have arranged that the size of the Input Price Increase is invariable, irrespective of the total number of pieces of the Subject-matter of Purchase which are purchased by the Buyer pursuant to this Contract, i.e. the Buyer shall only pay the Input Price Increase once. The Input Price Increase is returned in the iiplanRentier<sup>®</sup> Repurchase Premium according to the terms and conditions of this Contract.
- The type of contract dictates the ratio in which the payments of the Buyer are automatically divided by the Seller until the time of full payment of the Input Price Increase. The number before the slash determines the % of the payment that shall be used to cover the Input Price Increase. The number after the slash determines the % of the payment that shall be used for the purchase of investment metal. Following the full payment of the Input Price Increase, all payments made by the Buyer shall be used for the purchase of investment metal.
- The purchased investment metal cannot be delivered in any way other than as the Subject-matter of Purchase, unless provided otherwise in this Contract. The Buyer acquires the right of ownership to the Subject-matter of Purchase at such time as the full purchase price of each piece of the Subject-matter of Purchase has been paid (i.e. when investment metal of a weight of one piece of the Subject-matter of Purchase has been purchased) and the Buyer calls on the Seller to deliver it using the procedure laid down in Article IV. of this Contract.

II.

## PARTIAL PURCHASE CONTRACTS AND DETERMINATION OF THE PURCHASE PRICE

- The price of investment metals depends on movements on the financial market, which are independent of the will of the Seller. The price of the Subject-matter of Purchase is influenced by the price of investment metals on the precious metals exchange and the currency exchange rate. The actual purchase price of investment metal for the Subject-matter of Purchase is specified in the Purchase Price List, which is available at the Website of the Seller (hereinafter referred to as the "Purchase Price List"). The purchase price is published in the Purchase Price List from Monday through Friday, invariably after 18:00 p.m. Central European Time (hereinafter referred to as "CET"), with immediate effect and with effect for the following day and, as the case may be, for other days when the purchase price is not published in the Purchase Price List according to the first part of this sentence (hereinafter referred to as the "Actual Price"). The Purchase Price List is not a proposal to conclude a contract, but instead a call to submit proposals to conclude a contract.
- A Partial Purchase Contract is entered into such that the Buyer transfers or deposits a specified amount of money into the bank account of the Seller, stating the number of the Contract in the description of the transaction (variable symbol), according to the Actual Price of investment metal for the Subject-matter of Purchase. The amount credited in this way into the account of the Seller (after the deduction of any bank charges associated with receiving the payment) constitutes the irrevocable proposal of the Buyer to conclude a Partial Purchase Contract at the purchase price (hereinafter referred to as the "purchase price") corresponding to that credited amount, as the case may be reduced by the relevant amount used for the payment of the Input Price Increase, in the weight which corresponds to the ratio of the paid purchase price and the Actual Price of investment metal for the Subject-matter of Purchase on the date of crediting the financial amount into the

account of the Seller, provided that the weight of the purchased investment metal is not more than 10 % lower than the weight of such investment metal which would correspond to the Actual Price on the due date of payment of a cashless payment instruction or on the date of depositing funds into the account of the Seller (hereinafter referred to as the "Maximum Purchased Weight Deviation"). A greater weight of investment metal for the Subject-matter of Purchase may be purchased without limitation, with which the Buyer expressly agrees. Determination of the weight of purchased investment metal is done in grams, with accuracy to six decimal points.

3. A financial amount has been paid at the instant at which it is credited to the account of the Seller, if it is credited by 11:00 a.m. CET on a Business Day; otherwise it is considered as having been paid on the next business day (hereinafter referred to as the "Payment Day"). A Business Day is understood for the purposes of this Contract to be each business day on which banks are open as standard in the country of the registered office of the Seller for the provision of banking services (hereinafter referred to as a "Business Day"). If it is not possible to identify a financial amount in light of the contract number having been wrongly entered in the description of the transaction (variable symbol), it stands that the Payment Day is the first Business Day on which the identification of the payment is known to the Seller before 11:00 a.m. CET. All terms and conditions of a Partial Purchase Contract are governed by this Contract. A payment shall be made by way of cashless payment instruction, unless funds are deposited directly into the account of the Seller, with the Contract number stated in the description of the transaction (variable symbol).
4. The Seller accepts the proposal made by the Buyer to conclude a Partial Purchase Contract by sending to the Buyer purchase confirmation to the Buyer's Customer's Account and/or to the email address of the Buyer within 5 Business Days of the Payment Day (hereinafter referred to as "Purchase Confirmation"). The Seller is not obliged to accept a proposal to conclude a Partial Purchase Contract. A proposal shall not be accepted primarily in the case that the Seller suspects that the purpose of the proposal is principally speculation on the part of the Buyer in relation to the price of investment metal, or in the case of extraordinary and unforeseen circumstances occurring independent of the will of the Seller (for example, natural disasters, virus epidemics, armed conflicts, general strikes, etc.) which cause significant fluctuation of the purchase prices of investment metals on the market. In the case that the weight of the purchased investment metal according to the Partial Purchase Contract exceeds the Maximum Purchased Weight Deviation, the Partial Purchase Contract is not entered into. However, the Seller shall send Purchase Confirmation to the Customer's Account and/or to the email address of the Buyer, whereby Purchase Confirmation is in such case the new, irrevocable proposal of the Seller to conclude a Partial Purchase Contract. Such proposal is accepted if the Buyer does not express disagreement with the proposal in writing within a maximum of 15 calendar days from the date on which the Buyer receives Purchase Confirmation, whereby acceptance of the proposal is also deemed to be any subsequent payment by the Buyer to the Seller or the acceptance of any Subjectmatter of Purchase.
5. The Buyer undertakes to pay the purchase price only from funds of which the Buyer itself is the actual owner. The Seller is, within 10 Business Days of the Payment Day, authorised to call on the Buyer to prove the origin of the funds which it used to pay the purchase price, and to do so within a reasonable time limit specified by the Seller. Should the Buyer fail to prove (in the view of the Seller) within the set time limit that the purchase price was paid solely from funds of which the Buyer itself is the actual owner, the Seller is authorised to withdraw from the Partial Purchase Contract. In such case the Seller shall return to the Buyer the paid Purchase Price, within a reasonable time limit, after deducting the bank charges associated with receiving the payment and the transaction charges associated with sending the payment, specified in the valid Price List of Fees and Services and the services available on the Seller's websites (hereinafter referred to as "Pricelist of Fees and services"), and the costs associated with withdrawal from the Partial Purchase Contract.
6. The Seller keeps the weight of the investment metal purchased by the Buyer on record in the form of a "Weight Account" (hereinafter referred to as the "Weight Account"), the current weight of which (as the case may be including its actual value for the purposes of payment from the Weight Account in accordance with Article V. of this Contract) and the historic changes of which are available to the Buyer through its Customer's Account.
7. The total purchase price of the total weight of one piece of the Subject-matter of Purchase is the sum of the purchase prices which the Buyer pays to the Seller pursuant to Partial Purchase Contracts (following the deduction of any payments from the Weight Account according to Article V. of the Contract, or further deductions from the Weight Account according to this Contract) at which the investment metal for the production of one piece of the Subject-matter of Purchase in its total weight was purchased in stages by the Buyer. After having paid the full purchase price of the total weight of the Subject-matter of Purchase, the Buyer has the right to the delivery of the Subject-matter of Purchase under the terms and conditions laid down hereunder.

### III. CUSTOMER'S ACCOUNT

1. The Buyer set up a Customer's Account at the Website of the Seller, at which it registered before the draft Contract was sent to it (hereinafter referred to as the "Customer's Account"). The Customer's Account is accessible to the Buyer by entering a login name, password and, as the case may be, security authorisation code. Documents and information sent by the Seller to the Customer's Account in the form of messages shall be stored at that account for possible reproduction, whereby the content of sent messages may not be unilaterally altered by the Seller.
2. The Seller shall send to the Customer's Account and/or to the e-mail address of the Buyer the draft Contract, draft addenda to the Contract, information on entering into the Contract or addenda to the Contract, all information according to the Contract, i.e. Confirmation of Partial Purchase Contracts stating the Actual Price of the Subject-matter of Purchase on the date of entering into the Partial Purchase Contract and the weight of the purchased investment metal, confirmation of Partial Sales Contracts stating the Sales Price, and/or the weight of the investment metal sold, information about the dispatch of the Subject-matter of Purchase to the Buyer, or confirmation of reciprocal settlement in the case of notice of the Contract, or confirmation of the expiration of the Contract. The Seller may also send marketing information to the Customer's Account, should the Buyer give its consent to this. A message has been delivered to the Buyer when it has been received in the Customer's Account.
3. The Buyer may use the Customer's Account to electronically sign the documents which the Seller makes it possible to sign in this way. After signing into the Customer's Account, the Buyer fills in the relevant form and confirms it with a security authorisation code. The draft document has hereby been validly signed on behalf of the Buyer. The electronic signature of the Seller is subsequently added to the draft document and the signed document is sent to the Customer's Account and/or the e-mail address of the Buyer.
4. The Buyer undertakes to handle the login data for the Customer's Account carefully and with caution in order to prevent the misuse thereof. In particular it undertakes not to save the password in the browser or on a hard disk, to regularly check the messages received in the Customer's Account, to invariably use a strong password (best of all a combination of small letters and capitals combined with numbers and special characters, whilst keeping to the length of the password), to regularly change the password and, if suspecting that the password has been misused, to report everything to the Seller without delay. The Buyer is responsible for all use of the Customer's Account, including the use thereof by third parties, irrespective of the way in which such third parties obtain access to the Buyer's Customer's Account. The Seller is not liable for misuse of the Customer's Account by third parties, in particular for the execution of any instructions submitted through the Customer's Account by such third parties. The Buyer further expressly confirms the correctness of the mobile telephone number stated in the header to this Contract and declares that this is its mobile telephone number, which may be used for the purpose of authorisation pursuant to this Contract. The Buyer undertakes to ensure that its mobile telephone is sufficiently secure such that there can be no misuse of that mobile telephone with regard to the generation of security authorisation codes.

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

1. The Buyer is authorised to use the Customer's Account to call on the Seller to deliver the Subject-matter of Purchase, by filling in the relevant form and signing it electronically according to Article III. Paragraph 3 of the Contract, i.e. if the Buyer has paid the total purchase price of at least one piece of the Subject-matter of the Purchase, i.e. the quantity of the investment metal purchased corresponding to at least one piece of the Subject-matter of the Purchase is recorded on the Buyer's Weight Account. Delivery of the Subject-matter of Purchase is further conditional on the payment of postage, packaging, and insurance according to the Price List of Fees and Services valid on the date of delivery to the Seller of the call to deliver the Subject-matter of Purchase by the Buyer. Unless agreed otherwise, postage, packaging, and insurance shall be covered by the sale of the corresponding quantity of investment metal from the Buyer's Weight Account (if the quantity of investment metal in the Weight Account is sufficient), calculated in the same way as in Article V. Paragraph 2. of the Contract, whereby for this purpose the Sales Price is considered the sum of postage, packaging, and insurance (i.e. the claim of the Seller to the payment of postage, packaging, and insurance is offset against the claim of the Buyer to the payment of the Sales Price corresponding to the quantity of investment metal). The Subject-matter of Purchase shall be delivered to the Buyer within a maximum of 60 calendar days following fulfilment of the terms and conditions for the delivery thereof, unless delivery is prevented by extraordinary and unforeseeable circumstances which arise independent of the will of the Seller (for example, natural disasters, viral epidemics, armed conflicts, general strikes, extraordinary delay on the side of the subcontractor of the Seller, etc.). For the avoidance of doubt, the Contracting Parties have arranged that, in the case of delivery of the Subject-matter of Purchase, the quantity of investment metal on record in the Weight Account shall be reduced in the corresponding manner.

2. The Buyer shall state a correct delivery address, to which the Subject-matter of Purchase is to be sent, in the request for the delivery of the Subject-matter of Purchase. The Buyer undertakes to accept the sent Subject-matter of Purchase. Should the Buyer fail to fulfil this obligation, the Seller shall send the Subject-matter of Purchase to the Buyer repeatedly. The Seller is obliged to carry out two such repeat dispatches, invariably following the payment of postage, packaging, and insurance according to the Price List of Fees and Services valid on the date of repeat dispatch. Unless agreed otherwise, postage, packaging, and insurance shall be covered by the sale of the corresponding quantity of investment metal from the Buyer's Weight Account calculated in the same way as in Article V. Paragraph 2. of the Contract, whereby for this purpose the Sales Price is considered the sum of postage, packaging, and insurance (i.e. the claim of the Seller to the payment of postage, packaging, and insurance is offset against the claim of the Buyer to the payment of the Sales Price corresponding to the quantity of investment metal). If the specified costs of dispatch are not paid, the Seller may proceed with the repeat dispatch of the Subject-matter of Purchase, but is not obliged to do so.
3. Individual pieces of the Subject-matter of Purchase are sent to the Buyer to the registered delivery address. Consignments are insured. A tax document is delivered together with the Subject-matter of Purchase. The Seller sends notification of dispatch to the Buyer on the date of dispatch by sending such notification to the Customer's Account and/or e-mail address of the Buyer. If the value of the Goods in one consignment exceeds the limit laid down in the valid Price List of Fees and Services, the Goods shall be divided among more than one consignment.
4. Should the Buyer fail to accept the Subject-matter of Purchase even after it has been sent to it a third time, the return of such consignment to the Seller is deemed to be the irrevocable proposal of the Buyer to enter into a contract on the repurchase of the Subject-matter of Purchase according to Article IX. of the Contract, addressed to the Seller, whereby the Repurchase Day and the date of making the proposal to conclude a repurchase contract are in this case understood to be the date of return of such consignment to the Seller. The Seller accepts such a proposal to conclude a contract by paying the repurchase price (following the deduction of any transaction charges associated with sending payment according to the valid Price List of Fees and Services) by transfer into the bank account of the Buyer from which the most recent payment was sent by the Buyer, or into an account announced to the Seller in writing or in an Amendment to the Contract. If the Buyer has not yet paid the Seller postage, packaging, and insurance on the repeat dispatched according to the Price List of Fees and Services to the date of sending thereof, the Seller shall offset its claim against the claim of the Buyer to the payment of the repurchase price.
5. The Subject-matter of Purchase may not be returned to the Seller; it may only be offered back for repurchase according to Article IX. of the Contract.
6. The handover of a consignment proceeds according to the chosen method of delivery of the Subject-matter of Purchase according to the Price List of Fees and Services valid on the date of sending the consignment. The Buyer is obliged to check the delivered consignment and the Subject-matter of Purchase without delay. The consignment is deemed to have been delivered after the consignment has been checked for being intact and following the acceptance thereof. After acceptance, the Buyer may not claim any legal or financial redress for damage incurred as a result of negligence when accepting the Subject-matter of Purchase. If the consignment is delivered with breached packaging, it is possible to refuse to accept the consignment. In such case the Buyer shall inform the Seller of this right away by e-mail or by telephone. Any damaging of investment precious metal is impermissible, in order to maintain the value of investment precious metal. Damaging of the original protective packaging with certificate of authenticity for the Subject-matter of Purchase is also impermissible.

## V. PARTIAL SALES CONTRACTS (PAYMENTS FROM THE WEIGHT ACCOUNT)

1. The Buyer is authorised to request payments from the Weight Account at any time from entering into this Contract.
2. For the purposes of payment from the Weight Account, the actual value of the Weight Account (hereinafter referred to as the "Actual Value") is calculated according to the current repurchase price list presented at the Website of the Seller (hereinafter referred to as the "Repurchase Price List") in the manner detailed hereunder:
  - a. For payment in investment metal, the Actual Value of the Weight Account is calculated as the Repurchase Metal Price of the current quantity of investment metal on record in the Weight Account according to the Repurchase Price List raised by a proportionate part of the IBIS Repurchase Premium and by a proportionate part of the iiplanRentier® Repurchase Premium according to the current Repurchase Price List, whereby these proportionate amounts shall correspond to the ratio between the current quantity of investment metal on record in the Weight Account and the total quantity of investment metal contained in one piece of the Subject-matter of Purchase.



- b. For payment in money, the Actual value of the Weight Account is calculated as the Repurchase Metal Price of the current quantity of investment metal on record in the Weight Account according to the Repurchase Price List without further increases (i.e. the Actual Value is not raised by a proportionate part of the IBIS Repurchase Premium or by a proportionate part of the iiplanRentier® Repurchase Premium).
3. Payment from the Weight Account proceeds such that the Buyer uses the Customer's Account (by filling in the relevant form and signing it electronically according to Article III. Paragraph 3. of the Contract) to call on the Seller to make a payment from the Weight Account. A call to make a payment from the Weight Account constitutes the proposal of the Buyer to the Seller to conclude a contract on the sale of the quantity of investment metal on record in the Weight Account corresponding to the sales price selected by the Buyer (hereinafter referred to as a "Partial Sales Contract"). The Buyer selects in the call to make a payment from the Weight Account whether the payment should be made in investment metal or in money, states that amount of the Actual Value of the Weight Account that it wishes to receive from the sale of investment metal (hereinafter referred to as the "Sales Price"), and the date on which the sale of investment metal is to be made (hereinafter referred to as the "Sale Date"), which may not be earlier than the day following the call to make a payment from the Weight Account, unless the Seller makes it possible to make the sale on the date of the call in a specific case. For the avoidance of doubt, the Contracting Parties have agreed that the Buyer is not obliged according to the Partial Sales Contract to present the sold investment metal to the Seller and to enable the Seller to acquire the right of ownership to it (respectively these obligations are deemed to have been fulfilled on the Sales Date) in light of the fact that the investment metal sold through the Sales Contract is still at the disposal of the Seller on the Sales Date and the Buyer has not yet acquired the right of ownership to it (according to Article I. Paragraph 7. of the Contract).
4. The price of investment metals depends on movements on the financial market, which are independent of the will of the Seller. The quantity of investment metal sold through a Partial Sales Contract shall therefore be determined on the Sales Date according to the Sales Price, i.e. according to the amount of the Actual Value of the Weight Account on the Sales Date which the Buyer wishes to receive through the sale of investment metal, according to the Repurchase Price List valid on the Sales Date, provided that the weight of the sold investment metal is not more than 10 % higher than the weight of such investment metal which would equate to the Sales Price of the sold investment metal on 5th Business Day prior to the Sales Date (hereinafter referred to as the "Maximum Sold Weight Deviation"). However, the Maximum Sold Weight Deviation does not apply in the case that the Sales Date falls on a Business Day earlier than 5th Business Day from the relevant call to make a payment from the Weight Account. A lower weight of investment metal may be sold without limitation, with which the Buyer expressly agrees. In light of the method of determining the Maximum Sold Weight Deviation, the Buyer is obliged to regularly (at least once every 3 Business Days) monitor the Actual Price of investment metal according to the Repurchase Price List and, if it does not agree with the making of a payment from the Weight Account at the Actual Price, it is obliged to amend or cancel the payments from the Weight Account which it has submitted, but which have not yet been made. Determination of the weight of sold investment metal is done in grams, with accuracy to six decimal points.
5. If the Buyer selects payment of the Sales Price in investment metal, the investment metal shall be delivered to the Buyer in the form of the ingot, coin, or sets which the Seller is offering at that time, including certificates of authenticity, the form of which is determined by the manufacturer or the supplier of the relevant ingot, coin, or set (hereinafter referred to as the "Goods"), this in the value of the Sales Price according to the Purchase Price List valid on the Sales Date. The Buyer is again obliged to pay postage, packaging, and insurance according to the Price List of Fees and Services valid on the Sales Date for the purpose of the delivery of the Goods. Unless agreed otherwise, postage, packaging, and insurance shall be covered by the sale of the corresponding quantity of investment metal from the Buyer's Weight Account within the bounds of the concerned Partial Sales Contract, such that the Sales Price shall be increased by postage, packaging, and insurance when calculating the quantity of sold investment metal according to Article V. Paragraph 4. of the Contract. The claim of the Seller to the payment of the price by the Buyer of the purchased Goods and to the payment of postage, packaging, and insurance is offset against the claim of the Buyer to the payment of the Sales Price. The purchased Goods shall be delivered to the Buyer under terms and conditions which are similar to those of Article IV. of the Contract. The Buyer acquires the right of ownership to the Goods at the time at which the price thereof has been paid.
6. Should the Buyer choose payment of the Sales Price in money, the Buyer is further obliged to pay the transaction charges associated with sending the payment according to the Price List of Fees and Services valid on the Sales Date. Unless agreed otherwise, the transaction charges associated with sending the payment shall be covered by the sale of the corresponding quantity of investment metal from the Buyer's Weight Account within the bounds of the concerned Partial Sales Contract, such that the Sales Price shall be increased by such transaction charges when calculating the quantity of sold investment metal according to Article V. Paragraph 4. of the Contract. The claim of the Seller to the payment of the transaction charges associated with sending the payment are offset against the claim of the Buyer to the payment of the Sales Price. The remainder of the Sales Price shall be paid into the bank account specified to this end by the Buyer, within 20 Business Days of the Sales Date.
7. The Seller accepts the proposal made by the Buyer to conclude a Partial Sales Contract in such a way that it sends the Buyer confirmation of sale to the Buyer's Customer's Account and/or to the e-mail address of the Buyer within 5 Business Days of the Sales Date (hereinafter referred to as "Confirmation of Sale"). The Seller is not obliged to accept a proposal to conclude a Partial Sales Contract. Should the quantity of investment metal sold through the Partial Sales Contract laid

down according to Article V. Paragraph 4. of the Contract exceed the Maximum Sold Weight Deviation, no Partial Sales Contract is concluded. However, the Seller shall send Confirmation of Sale to the Customer's Account and/or to the e-mail address of the Buyer, whereby Confirmation of Sale is in such case the new, irrevocable proposal of the Seller to conclude a Partial Sales Contract. Such proposal is accepted if the Buyer does not express disagreement with the proposal in writing within a maximum of 10 calendar days from the date on which the Buyer receives Confirmation of Sale, whereby acceptance of the proposal is also deemed to be any subsequent acceptance by the Buyer of purchased Goods according to Article V. Paragraph 5. of the Contract. Should the Buyer choose payment of the Sales Price in money, it must, within the time limit for expression of disagreement, also return to the Seller the full Sales Price (or the whole of the portion thereof paid by the Seller to the Buyer in accordance with Article V. Paragraph 6. of this Contract), if already having been paid to the Buyer pursuant to the relevant Partial Sales Contract; otherwise the Partial Sales Contract is deemed to have been concluded. A Partial Sales Contract is not concluded if on the Sales Date there is an insufficient quantity of investment metal on record in the Weight Account to be able to fulfil such Partial Sales Contract.

8. The Buyer is authorised to ask the Seller, at any time from entering into this Contract, to transfer a quantity of investment metal of its choosing from its Weight Account into a weight account registered by the Seller pursuant to another Purchase Contract iiplanRentier® or iiplanGold®, i.e. into the weight account of a third party (in such case this involves the transfer of the chosen quantity of investment metal for the benefit of that third party), under the following terms and conditions:
  - a. The Buyer submits the request for transfer through the Customer's Account (by filling in the relevant form and signing it electronically according to Article III. Paragraph 3. of the Contract). In the request for transfer to the Weight Account of the iiplanRentier® Purchase Contract, the Buyer selects the amount of the investment metal transferred or the amount from the Current Value of the Weight Account whose corresponding quantity of investment metal is to be transferred. In the request for transfer to the Weight Account of the iiplanGold® Purchase Contract, the Buyer selects the amount from the Current Value of the Weight Account whose corresponding quantity of investment metal is to be transferred (selection of the quantity of investment metal to be transferred is not possible in this case). In both cases, the Buyer shall also specify the identification of the Weight Account to which the investment metal is to be transferred and the date on which the transfer of investment metal is to be made (hereinafter referred to as the "Date of Transfer"), which may not be earlier than the day following the day on which the request for transfer is submitted, unless the Seller makes it possible to execute the transfer on the date of the request in a particular case.
  - b. Should the Buyer select the amount from the Current Value of the Weight Account in the request for transfer to the Weight Account of the iiplanRentier® Purchase Contract whose corresponding amount of investment metal is to be transferred, the quantity of the investment metal transferred shall be calculated on the Date of Transfer in the same way as in Article V. Paragraph 4 of this Contract (however, the provisions relating to the Maximum Variation in Weight Sold shall not be applied), whereby the Current Value shall always be calculated for the purposes of such transfer as the Current Price (pursuant to Article II, Paragraph 1 of this Contract) of the current quantity of investment metal recorded in the Weight Account.
  - c. If the Buyer requests a transfer to the Weight Account of the iiplanGold® Purchase Contract, the quantity of investment metal to be transferred shall be calculated on the Date of Transfer in accordance with Article V, Paragraph 4 of this Contract (however, the provisions relating to the Maximum Variation in Weight Sold shall not be applied), whereby the Current Value shall always be calculated for the purposes of such transfer pursuant to Article V, Paragraph 2 a) of this Contract.
  - d. The Seller accepts the request of the Buyer to execute the transfer from the Weight Account such that it sends the Buyer confirmation of transfer to its Customer's Account and/or e-mail address within 5 Business Days of the Date of Transfer, which results in the conclusion of an agreement of transfer from the Weight Account (hereinafter referred to as the "Agreement of Transfer from the Weight Account"). The Seller is not obliged to accept the request for transfer and to enter into the Agreement of Transfer from the Weight Account. The transfer of investment metal shall not be executed primarily in the case that there is not a sufficient quantity of investment metal on record in the Weight Account on the Date of Transfer for the execution of such transfer.
  - e. The quantity of investment metal on record in the Buyer's Weight Account shall be reduced by the transferred quantity of investment metal and the quantity of investment metal on record in the target Weight Account specified by the Buyer for transfer shall be increased.
9. For the avoidance of doubt, the Contracting Parties state that when investment metal is transferred from the Weight Account registered by the Seller pursuant to another Purchase Contract iiplanRentier® or iiplanGold® into the Buyer's Weight Account in a manner similar to that specified in Article V. Paragraph 8. of this Contract, the quantity of investment metal on record in the Buyer's Weight Account shall be increased by the quantity of transferred investment metal.
10. For the avoidance of doubt, the Contracting Parties have arranged that it is possible, by way of payments from the Weight Account or transfers according to Article V. Paragraph 8. of the Contract, to fully exhaust the quantity of investment metal on record in the Weight Account (i.e. the value of the Weight Account may be zero) without this leading to the termination of this Contract.

11. Should the Seller reliably learn of the death of the Buyer, it shall cancel all payments from the Weight Account submitted by the Buyer whose Sales Date has not yet occurred without undue delay and the transfers of grams submitted by the Buyer whose Date of Transfer has not yet occurred.

## VI. EXPIRATION OF THE CONTRACT

1. This Contract is entered into for an indefinite term.
2. Either of the Contracting Parties may give notice of this Contract with a notice period of three months, commencing on the first day of the calendar month which following the delivery of notice to the other Contracting Party. Notice of the Contract may only be presented in writing, on paper. The date of delivery of notice is, for the purposes of the Contract, understood to be solely a Business Day when notice is delivered to the sphere of influence of the addressee by 16:00 p.m. CET.
3. The Buyer acknowledges that the price of investment metal depends on movements on the financial market, which are independent of the will of the Seller. In light of this fact, the Buyer does not have the right, according to Section 1837(b) of Act No. 89/2012 Sb. of the Czech Republic, the Civil Code, as amended, to withdraw from this Contract, or from a Partial Purchase Contract, a Partial Sales Contract, or an Agreement of Transfer from the Weight Account, according to Section 1829 of Act No. 89/2012 Sb. of the Czech Republic, the Civil Code, as amended.
4. In the case of notice of the Contract, all payments of the Buyer prescribed for payment of the Input Price Increase on the date of expiration of the notice period pertain to the Seller and no compensatory performance is provided by the Seller.
5. Should the obligations arising from this Contract cease to exist and, at the same time, the Buyer has its purchased investment metal with the Seller (a non-zero quantity of investment metal is on record in the Weight Account), the Buyer is entitled to compensation in an amount calculated according to the Repurchase Price List valid on the date on which the obligations arising from the Contract cease to exist (if, however the obligations arising from the Contract cease to exist on account of notice of the Contract, according to the Repurchase Price List valid on the date of delivery of notice to the other Contracting Party) according to the quantity of investment metal on record in the Weight Account. Should the obligations arising from this Contract cease to exist after the passing of 12 months from the conclusion of this Contract, the Buyer shall immediately choose (in the case of notice, in the text of delivered notice) whether it wishes payment of compensation in investment metal or in money. Should the obligations arising from this Contract cease to exist before 12 months have passed since the conclusion of this Contract, or if the Buyer fails to choose the desired method of payment within the time limit specified in the preceding sentence, payment of compensation shall be made in money. The payment of compensation proceeds, *mutatis mutandis*, according to Article V. Paragraph 5. or 6. of the Contract, whereby the Sales Date is deemed to be the date of cessation of existence of the obligations arising from this Contract.
6. The expiration of the Contract shall be confirmed to the Buyer to its Customer's Account and/or e-mail address.

## VII. CLAIMS AND COMPLAINTS

1. The rights arising from defective performance and the liability of the Seller for defects are governed by the relevant provisions of Act No. 89/2012 Sb. of the Czech Republic, the Civil Code, as amended, in particular its Sections 2099 through 2112 and Sections 2165 through 2174. The Buyer lodges a claim or complaint in writing to the mailing address of the Seller or by telephone or by e-mail to the e-mail address of the Seller, stating the original Contract number and a description of the defects ascertained. The Seller sends the Buyer confirmation of having received the claim or complaint to its Customer's Account and/or e-mail address. The Seller takes a decision on the claim or complaint within 3 Business Days of receiving the claim or complaint and informs the Buyer at its Customer's Account and/or e-mail address, unless it agrees otherwise with the Buyer. A legitimate claim or complaint shall be handled without undue delay, and not later than within 30 calendar days of the date of delivery of the claimed Subject-matter of Purchase to the address of the Seller.



## VIII. RECORDS OF DATA AND PERSONAL DATA PROTECTION

1. The Seller shall process the personal data of the Buyer, in particular for the purposes of performance of the Contract. More detailed information on how the Seller shall process such personal data is available in the Legal Declaration, which is available at the Website of the Seller (at the following link: <https://ibis.ibisingold.com/Files/pdf/EN/Legal>). The Seller is authorised to unilaterally amend the Legal Declaration at any time, and shall inform the Buyer of having done so.

## IX. THE REPURCHASE OF THE SUBJECT-MATTER OF PURCHASE

1. The Seller shall repurchase all the pieces of the Subject-matter of Purchase and other Goods (delivered in the case of payment from the Weight Account in investment metal) sold by it pursuant to the Contract at a price (hereinafter referred to as the "Repurchase Price") determined using the method presented hereunder according to the Repurchase Price List valid for the date on which the repurchased Subject-matter of Purchase or Goods is/are delivered to the Seller (hereinafter referred to as the "Repurchase Day"). The Repurchase Price is published in the Repurchase Price List from Monday through Friday, invariably after 18:00 p.m. CET, with immediate effect and with effect for the following day and, as the case may be, for other days when the Repurchase Price is not published in the Repurchase Price List according to the first part of this sentence. The Repurchase Price List is not a proposal to conclude a contract, but instead a call to submit proposals.
  - a. The Repurchase Price of the Subject-matter of the Purchase consists of (i) Repurchase Price of Metal and (ii) IBIS Repurchase Premium. The Repurchase Price of the Subject-matter of the Purchase shall be further increased by the iiplanRentier® Repurchase Premium, however, only for the first piece of the Subject-matter of the Purchase purchased under this Contract. If the Seller sells more than one piece of the Subject-matter of the Contract to the Buyer under this Contract and the Buyer subsequently offers them (successively or simultaneously) for repurchase, the Repurchase Price of the second and all subsequent pieces of the Subject-matter of the Purchase to be repurchased shall not be increased by the iiplanRentier® Repurchase Premium. The amount of the iiplanRentier® Repurchase Premium shall be specified in the amount of the paid Input Price Increase corresponding to one piece of the Subject-matter of the Purchase repurchased. The maximum amount of the iiplanRentier® Repurchase Premium per one piece of the Subject-matter of the Purchase is specified in the Repurchase Pricelist.
  - b. In the case of the repurchase of other Goods, the Repurchase Price comprises (i) the Repurchase Metal Price and (ii) the IBIS Repurchase Premium.
2. A Buyer submits a proposal to conclude a contract on the repurchase of the Subject-matter of Purchase to the Seller (i) through the Customer's Account, by filling in the relevant form and signing it electronically according to Article III. Paragraph 3. of the Contract, or (ii) by sending a copy of a written proposal, provided with a handwritten signature, in the form at the Customer's Account to the e-mail address of the Seller, or (iii) by sending a written proposal, provided with a handwritten signature, on paper on the form at the Customer's Account to the address of the Seller. The subject-matter of the proposal to conclude the repurchase contract, which is irrevocable, is the sale of the specified Subject-matter of Purchase, or Goods, at the Repurchase Price on the condition that the Repurchase Metal Price on the Repurchase Day is not more than 10 % lower in comparison with the date on which the Buyer made the proposal to conclude the repurchase contract to the Seller (hereinafter referred to as the "Minimum Metal Price"). The Seller accepts such a proposal to conclude a contract with the cashless payment of the Repurchase Price (following the deduction of any transaction charges associated with sending payment according to the valid Price List of Fees and Services).
3. When the Repurchase Metal Price is lower than the Minimum Metal Price, the Buyer has the right to make a new proposal or the Seller shall, at the request of the Buyer, send the received Subject-matter of Purchase or Goods at the expense of the Buyer (postage, packaging, and insurance according to the valid Price List of Fees and Services) back to its address.
4. The Seller undertakes a physical inspection of the authenticity and fineness of the Subject-matter of Purchase or Goods, and that it/they is/are not damaged overall, and of the certificate and all supplied accessories. If a damaged or incomplete Subject-matter of Purchase or Goods is/are delivered, or damaged or incomplete accessories to the Subject-matter of Purchase or the Goods, the Seller has the right to determine a Repurchase Price which is lower or to refuse repurchase and to return the Subject-matter of Purchase or the Goods at the expense of the Buyer (postage, packaging, and insurance according to the valid Price List of Fees and Services) to its address. Should the Seller determine a lower Repurchase Price, it shall send the Buyer a proposal to conclude a repurchase contract to the Customer's Account and/or the e-mail address stated in the header to the repurchase contract, whereby the Buyer confirms such a proposal in an e-mail sent to the Seller from the e-mail address stated in the repurchase contract. Should the Buyer fail to confirm the proposal to

conclude a repurchase contract within the reasonable time limit determined by the Seller, the Seller shall return the Subject-matter of Purchase or the Goods at the expense of the Buyer (postage, packaging, and insurance according to the valid Price List of Fees and Services) to its address.

## X. FINAL PROVISIONS

1. This Contract passes to any legal successor of the Buyer. The Contract, or where appropriate a Partial Contract, may be assigned to another person and the obligations arising from the Contract may be accepted by another person pursuant to a Contract on the Assignment of Rights and the Takeover of Obligations. Should the Buyer die, the Seller is authorised and obliged, at the call of the body carrying out inheritance proceedings, to communicate to that body the status of the relevant business relationship with the Buyer on the date of death, in that settlement shall thereafter be carried out with the authorised heir upon presentation to the Seller of a final ruling on inheritance.
2. Delivery is made to the addresses specified above in the header. In those places where it has been arranged by the Contracting Parties, delivery is made to the e-mail addresses specified above in the header or, in the case of the Buyer, also to its Customer's Account.
3. Where the Contract does not contain expressly different provisions, the legal relationships between the Contracting Parties are governed by the valid legal rules of the Czech Republic, in particular by Act No. 89/2012 Sb. of the Czech Republic, the Civil Code, as amended.
4. The Contracting Parties confirm that they have read the Contract, that they agree with the content thereof, and that the Contract has been written of their true and genuine will, comprehensibly and determinately, not under duress under conspicuously unfavourable conditions. If the Buyer has entered into marriage or registered partnership, it declares that the husband/wife or registered partner agrees with the conclusion of the Contract.
5. By accepting a proposal to conclude a Contract, the Buyer confirms that it has familiarised itself sufficiently in advance with the Information Provided to Interested Parties Prior to Concluding a Purchase Contract iiplanRentier® (hereinafter referred to as the "Information") that it received together with this draft Contract and that it understands the Information provided, whereby the Seller duly provided it with answers to all possible questions regarding such information.
6. In the case that this Contract has been entered into in two languages, the Contracting Parties have arranged that the English version of the Contract shall prevail in the case of variations between the individual language versions.

## XI. ALTERNATIVE DISPUTE RESOLUTION

1. The Buyer, as a consumer, has the right to alternative dispute resolution. Česká obchodní inspekce (Czech Trade Inspection Authority - [www.coi.cz](http://www.coi.cz)) is the object of alternative dispute resolution. The Buyer is authorised to initiate alternative dispute resolution at such time as it is unable to resolve a dispute with the Seller directly. The Buyer must prove this to the Czech Trade Inspection Authority. The Buyer is authorised to lodge an application with the Czech Trade Inspection Authority within a maximum of 1 year following the date on which it exercises its right, which is the object of the dispute, with the Seller for the first time. No fee is paid for alternative dispute resolution. Limitation periods do not run as of the initiation of alternative dispute resolution. The foregoing procedure shall be without prejudice to the right of the Buyer to address the court with its claim. The court having jurisdiction is authorised to decide disputes arising from a concluded Contract in accordance with the legal regulations of the Czech Republic.

## ACCEPTANCE OF THE DRAFT CONTRACT AND AMENDMENTS TO THE CONTRACT

1. A proposal to conclude a Contract is sent to the Buyer in PDF format to its Customer's Account and/or to the e-mail address specified in the header to the Contract. The Contract is concluded by the Buyer by making a cashless payment into the account of the Seller specified in the footer to this Contract or at the Website of the Seller. Such payment must be made from the account or from the payment card (if permitted by the Seller) specified in the header to the Contract held by the Buyer or the husband/wife or registered partner of the Buyer specified in the header to the Contract as the owner of the account/payment card. The minimum payment is 4,00 EUR and the Contract number must be stated in the transaction description (variable symbol) (hereinafter referred to as the "Confirming Payment").
2. The Contract is concluded at such time as the Confirming Payment is credited to the Seller's account. The Confirming Payment must be credited to the Seller's account not later than by 11:00 a.m. CET on the 15th calendar day following the date on which the Buyer receives a proposal to conclude the Contract at the Customer's Account and/or at the e-mail address specified in the header to the Contract. The Seller sends the Buyer confirmation of having entered into the Contract to its Customer's Account and/or e-mail address. When a payment is made from the account of the husband/wife or registered partner, the Buyer declares that it or the owner of the account, acting as the representative of the Buyer, made the payment.
3. The Confirming Payment (after the deduction of any bank charges associated with receiving the payment) shall be used to pay the Input Price Increase and/or for the purchase of investment metal in the ratio according to the type of contract.
4. Should the Seller receive a Confirming Payment, but without the relevant Contract number in the transaction description (no variable symbol), or with the wrong Contract number in the transaction description (with wrong variable symbol), the Seller shall notify the Buyer of this fact, at the Buyer's Customer's Account and/or e-mail address. The Buyer subsequently has a time limit of 7 calendar days to additionally identify the Confirming Payment, from the e-mail address specified in the header to the Contract, whereby it shall state in that e-mail (i) the payment day, (ii) the size of the payment, (iii) the account number or payment card number (depending on how the payment was made), (iv) the name of the owner of the account or the payment card (depending on how the payment was made), and (v) the correct Contract number (variable symbol). The Seller thereafter confirms that the Contract has been entered into in a message sent to the Customer's Account and/or e-mail address of the Buyer. The Contract is entered into at the time when the Buyer receives the confirming message from the Seller to its Customer's Account and/or e-mail address. For the avoidance of doubt, it is stated that the Seller may confirm the conclusion of a Contract even when it receives an e-mail from the Buyer which identifies the Confirming Payment to a sufficient extent according to the above at a time later than within the required time limit.
5. Should the Seller receive the Confirming Payment at a time later than within the time limit specified in Article XII. Paragraph 2., the Contract shall only be entered into if the Seller notifies the Buyer of this at its Customer's Account and/or e-mail address not later than 5 Business Days after the date of receiving such payment.
6. The acceptance of a proposal to conclude a Contract with an Amendment or variation is precluded in advance, unless it is an Amendment for which a written proposal to conclude has been sent to the Buyer by the Seller to the Buyer's Customer's Account and/or e-mail address specified in the header to the Contract together with the Contract. In such case the Contract is entered into under the terms and conditions specified above in the wording of the Amendment.
7. Amendments to the Contract must invariably be made in the form of written addenda on paper, and/or by filling in the relevant form at the Customer's Account, which shall be electronically signed according to Article III. Paragraph 3. of the Contract. If the subject-matter of the amendment to the Contract is a change to the telephone number of the Buyer, an Amendment must invariably be entered into in writing, on paper.

Partner, number

Arranged by the partner's representative responsible for the correctness of completed data and verification of the Buyer's identity:

Full Name

Number

E-mail

Mobile Phone

Praha, 24.02.2024



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