

## SINGLE PURCHASE CONTRACT

IBIS inGold, a.s., registered office Rybná 682/14, Staré Město, 110 00 Praha 1, the Czech Republic, incorporated in the Commercial Register kept by the Municipal Court in Prague, file reference B 18920, ID: 25525433, TIN: CZ25525433 (hereinafter the "Seller"), email: shop@ibisingold.com, website operated by the Seller (hereinafter the "Seller's Website"): ibis.ibisingold.com, represented by Libor Kochrda, chairman of the board of directors, hereby concludes a single purchase contract (hereinafter the "Contract") with the customer specified below as the Buyer (hereinafter the "Buyer").

### BUYER

First Name

Last Name

Date of Birth

Street No.

Town

ZIP Code

State

E-mail

Mobile Phone

### I. SUBJECT MATTER OF THE CONTRACT

1. The Subject Matter of the Contract is the Seller's obligation to deliver investment metal to the Buyer in the form, quantity and type specified below and/or accessories (hereinafter the "Subject Matter of Purchase") and to allow the Buyer to acquire the ownership right to the Subject Matter of Purchase, and the Buyer's obligation to take over the Subject Matter of Purchase and pay the Purchase Price.

Goods	Weight	VAT	Price with VAT per piece	Quantity	Price in total with VAT
Total to be paid					

2. An ingot means investment metal marked with a production number, weight, fineness, type of metal, and producer. A coin means precious investment metal marked with a nominal value, weight, fineness, type of metal, year of mintage, and producer. A set means a complete set of an unambiguously specified quantity of ingots or coins exclusively delivered by the Seller as a whole; individual ingots or coins cannot be delivered separately. The Buyer will receive a certificate of authenticity together with the ingots, coins and/or set. The form of the certificate of authenticity depends on the producer or supplier of the ingots, coins or sets. Accessories mean goods offered by the Seller which are not investment metals, such as gift boxes (hereinafter the "Accessories").

## II. CUSTOMER'S ACCOUNT

1. The Buyer created an account on the Seller's Website and logged in to the account before the Contract was concluded (hereinafter the "Customer's Account"). The Customer's Account is available to the Buyer upon entering their login name, password and potentially their security authentication code. Documents and information sent by the Seller to the Customer's Account in the form of messages will be saved on this account for recordkeeping. The content of the messages sent cannot be unilaterally changed by the Seller.
2. The Seller will send to the Customer's Account and/or email address of the Buyer information on the conclusion of the Contract, all information as per the Contract or its amendments, and information on the dispatch of the Subject Matter of Purchase to the Buyer. The Seller may also send marketing information to the Customer's Account based on the Buyer's consent. The Seller and the Buyer agree that a message is considered delivered to the Buyer when delivered to the Customer's Account.
3. Prostřednictvím Zákaznického účtu může Kupující provést elektronické podepsání dokumentů, které Prodávající umožňuje touto formou podepsat. Kupující po přihlášení na Zákaznický účet vyplní příslušný formulář a potvrdí jej bezpečnostním autorizačním kódem, mobilní aplikací, případně jiným obdobně spolehlivým způsobem, který Prodávající v budoucnu umožní. Tímto bude za Kupujícího návrh dokumentu platně podepsán. Následně bude do návrhu dokumentu doplněn elektronický podpis Prodávajícího a podepsaný dokument bude odeslán na Zákaznický účet a/nebo e-mailovou adresu Kupujícího.
4. The Buyer undertakes to handle the access data to the Customer's Account carefully and diligently to prevent its misuse. In particular, the Buyer undertakes not to store the password in a browser or on a hard disk, to regularly check messages received on the Customer's Account, to always use strong passwords (preferably a combination of lowercase and uppercase letters in conjunction with numbers and special characters and a minimum number of characters), to regularly change the password, and to immediately inform the Seller in the event of suspicion of compromise of the password. The Buyer is responsible for any use of the Customer's Account, including by third parties, regardless of how such third parties obtained access to the Buyer's Customer's Account. The Seller is not responsible for any misuse of the Customer's Account by third parties, in particular for any orders placed through the Customer's Account by such third parties. The Buyer further expressly confirms that the mobile phone number specified in the header of this Contract is correct, and declares that it is their mobile phone number, and can be used for authentication in accordance with this Contract. The Buyer undertakes to ensure that their mobile phone is sufficiently secured so that it cannot be misused (especially with regard to security authentication codes).

## III. ARRANGEMENT AND CONCLUSION OF THE CONTRACT

1. The Contract is concluded electronically (the Contract is concluded on-line in the e-shop). The Buyer will specify a payment method in the Contract.
2. The Contract between the Seller and the Buyer is concluded by confirmation of an order of the Buyer by the Seller sent to the Customer's Account and/or the Buyer's e-mail address entered in the order form on the Seller's Website and/or in the Customer's Account, as described below.
3. The Buyer orders the Subject Matter of Purchase using the order form available on the Seller's Website. The ordered Subject Matter of Purchase is added to the form after the quantity of pieces of the individual goods is selected.
4. The order form contains in particular information about:
  - a. the ordered Subject Matter of Purchase,
  - b. the Purchase Price of the Subject Matter of Purchase and the price fixing method in accordance with Article VII. of this Contract,
  - c. the method of payment of the Purchase Price for the Subject Matter of Purchase,
  - d. the shipping method for the Subject Matter of Purchase,

- e. the Buyer's contact and delivery information,
  - f. information on the costs associated with the delivery of the Subject Matter of Purchase,
5. After filling out the order form and clicking on the "Contract Preview" button, a draft contract will be displayed to the Buyer. If the Buyer does not agree with the goods, the price, the payment method, or the shipping costs, they can make any corresponding changes through the order form.
  6. If the Buyer wishes to conclude the Contract, they may do so by clicking the "Send Contract" button. By clicking this button, the Buyer confirms that the draft Contract and the completed order form on the Seller's Website are correct. Through this confirmation, the Buyer makes an offer to the Seller to conclude the Contract according to the filled out or changed order form, and according to the draft Contract in accordance with the previous paragraph.
  7. By clicking the "Send Contract" button, the Buyer undertakes to purchase the Subject Matter of Purchase ordered via the order form, and undertakes to pay the Purchase Price in accordance with the Contract without attaching their signature (hereinafter the "Order Date").
  8. Immediately after receiving the order, the Seller will confirm its receipt to the Buyer via the Customer's account and/or the Buyer's e-mail address. The Contract is only considered concluded when the Buyer receives such confirmation from the Seller. The text of the concluded Contract will be sent to the Buyer simultaneously with the confirmation of the order.
  9. The Buyer agrees to use remote communication means when concluding the Contract. The costs incurred by the Buyer for the use of remote communication means in connection with the conclusion of the Contract (internet and phone costs) will be borne by the Buyer.
  10. If the Seller thinks the order (Contract) is unusual, especially in terms of the quantity of goods, price, shipping costs, distance, etc., it is entitled to ask the Buyer to reconfirm the Contract in a suitable manner. If the Buyer fails to reconfirm the Contract within a reasonable period of time, the Seller is entitled to withdraw from the Contract.
  11. All goods placed on the Seller's Website are displayed for informative purposes only, and the Seller is not obliged to enter into a Contract for such goods. Section 1732, paragraph 2. of Act of the Czech republic No 89/2012, the Civil Code, does not apply.

#### IV. RIGHTS AND OBLIGATIONS OF THE SELLER

1. The Seller undertakes to send the Subject Matter of Purchase to the address for sending goods specified in the Contract. The Seller will send the Subject Matter of Purchase after calculation of the final Purchase Price and after its payment by the Buyer to the Seller's account pursuant to Article VII. (excluding cash-on-delivery consignments). If the Purchase Price is arranged as cash-on-delivery, the Seller will send the Subject Matter of Purchase to the Buyer after the conclusion of the Contract. In both cases, the Subject Matter of Purchase will be delivered to the Buyer no later than 60 calendar days from the date of fulfillment of the conditions for delivery, unless delivery is prevented by extraordinary unforeseen circumstances beyond the Seller's control (e.g. a natural disaster, epidemic, armed conflict, general strike, extraordinary delay by the Seller's supplier etc.).
2. The Seller reserves the right to withdraw from the Contract if the address for sending goods or the quantity of the ordered Subject Matter of Purchase is incorrect, or the price for the Subject Matter of Purchase is clearly doubtful or incorrect. Furthermore, the Seller reserves the right to withdraw from the Contract if the Buyer, under a situation when the Purchase Price of the Subject Matter of Purchase is adjusted pursuant to Article VII., paragraphs 4. and 5., repeatedly refuses to pay the final Purchase Price in breach of the Contract, if the Buyer has not fulfilled their obligation to collect and pay for a binding order or purchased Subject Matter of Purchase in the past, if the purchased Subject Matter of Purchase is sold out due to increased demand and it is no longer possible to order it from the Seller's supplier, or if a wrong price was displayed due to a technical error.
3. The Seller additionally reserves the right to withdraw from the Contract if it suspects that the main purpose of conclusion of the Contract is the Buyer speculating on the price of the investment metal, or in the event of extraordinary unforeseen circumstances beyond the Seller's control (e.g. a natural disaster, epidemic, armed conflict, general strike etc.) which cause significant fluctuations in the purchase prices of investment metals on the market.
4. The Seller further reserves the right to withdraw from the Contract if the Buyer has previously materially breached another

contract concluded with the Buyer.

5. Notice of withdrawal from the Contract will be delivered to the Buyer via their Customer's Account and/or email address.
6. Prodávající má právo a v některých případech i povinnost identifikovat, kontrolovat a prověřovat Kupujícího, mimo jiné s ohledem na jeho kredibilitu, opatření proti legalizaci výnosů z trestné činnosti a financování terorismu (včetně případně zesílené identifikace a kontroly Kupujícího), provádění mezinárodních nebo národních sankcí a opatření proti podvodům a nepoctivým nebo spekulativním obchodům. V rámci identifikace, kontroly a prověřování může Prodávající požadovat od Kupujícího poskytnutí dodatečných informací anebo dokumentů podle svého vlastního uvážení. Jestliže Kupující vyžádané informace nebo dokumenty Prodávajícímu neposkytne v přiměřené lhůtě anebo i po jejich poskytnutí budou přetrvávat pochybnosti Prodávajícího o kontrolovaných nebo prověřovaných skutečnostech, může Prodávající (i) od Smlouvy bez dalšího odstoupit; anebo (ii) odmítnout zpracovat výplatu nebo jiné plnění ze strany Kupujícího nebo v jeho prospěch. Práva a povinnosti Prodávajícího vyplývající z kogentních ustanovení právních předpisů tím nejsou dotčeny. V případě identifikace Kupujícího kontrolní platbou podle zákona č. 253/2008 Sb., o některých opatřeních proti legalizaci výnosů z trestné činnosti a financování terorismu se Kupující zavazuje plnit veškeré povinnosti vyplývající z tohoto zákona a poskytovat k tomu potřebnou součinnost i Prodávajícímu.

## V. RIGHTS AND OBLIGATIONS OF THE BUYER

1. The Buyer undertakes to state the correct address for sending goods for the delivery of the Subject Matter of Purchase. If the Buyer's address for sending goods has changed, they are obliged to immediately inform the Seller in writing. If the Buyer fails to fulfill this obligation and a consignment with the Subject of Purchase is returned to the Seller, the Seller will resend the Subject Matter of Purchase to the Buyer only after the Buyer has repaid the postage, packaging and insurance fees according to the Pricelist of Fees and Services valid on the date the Subject Matter of Purchase is resent to the Buyer (hereinafter the "Pricelist of Fees and Services").
2. The Buyer undertakes to pay the Purchase Price, including the fees according to the Pricelist of Fees and Services, and to accept the ordered and sent Subject Matter of Purchase.
3. If the Buyer does not receive a consignment with the Subject Matter of Purchase, despite being notified of its dispatch by the Seller via their Customer's Account and/or e-mail address, they will immediately inform the Seller.
4. The Buyer undertakes to accept the shipped Subject Matter of Purchase. If the Buyer fails to fulfill this obligation, the Seller will resend the Subject Matter of Purchase to the Buyer. The Seller is obliged to resend the Subject Matter of Purchase twice, always upon payment of postage, packaging and insurance fees according to the Pricelist of Fees and Services valid on the date of resending. If the specified shipping costs are not paid, the Seller is not obliged to resend the Subject Matter of Purchase.
5. If the Buyer fails to accept the shipped Subject Matter of Purchase after a further 2 failed attempts at delivery, the Seller is entitled to withdraw from the Contract. If the Seller withdraws from the Contract due to the reason under the previous sentence, the Buyer is obliged to pay the Seller a contractual penalty of 10% of the Purchase Price, but a minimum of EUR 40,00. The contractual penalty is payable within 5 days from the date of delivery of a call for payment to the Buyer. The Seller is entitled to set off the receivable for the payment of the contractual penalty against the Buyer's receivable for the refund of the Purchase Price (or an advance on the Purchase Price). If the Buyer has not yet paid the postage, packaging and insurance for resent packages to the Seller according to the Pricelist of Fees and Services valid on the day of dispatch, the Seller is entitled to set off this receivable against the Buyer's receivable for refund of the Purchase Price (or advance on the Purchase Price).
6. Returns of the Subject Matter of Purchase to the Seller are not possible. The Subject Matter of Purchase may only be offered for repurchase under Article XI. of the Contract.

## VI. PRICE

1. The price of investment metals depends on fluctuations on the financial market beyond the Seller's control. The price of the Subject Matter of Purchase is affected by the price of investment precious metals on the precious metals exchange and the exchange rate. The current Purchase Price of investment metals for individual Subject Matters of Purchase is stated in the Pricelist available on the Seller's Website (hereinafter the "Purchase Pricelist"). Prices include VAT. The Purchase Price is published in the Purchase Pricelist from Monday to Friday, always after 18:00 p.m. Central European Time (hereinafter "CET"), with immediate effect, and is valid for the following day and possibly for other days when the Purchase Price is not published in the Purchase Pricelist under the first part of this sentence (hereinafter the "Actual Price"). The Purchase Pricelist does not represent an offer to conclude a contract, but a call to submit offers to conclude a contract.
2. Payment information is sent to the Buyer via their Customer's Account and/or e-mail address with the text of the concluded Contract. When negotiating the Contract, the Buyer must choose the method of payment: either non-cash payment or cash-on-delivery according to the valid Pricelist of Fees and Services.
3. Cash-on-delivery - the cash-on-delivery payment method is allowed only if cash-on-delivery is offered in the valid Pricelist of Fees and Services (depending on the selected shipping method, the address for delivery of the goods, the currency, and the price limit for cash-on-delivery). A cash-on-delivery fee is also charged according to the valid Pricelist of Fees and Services. When the Buyer selects cash-on-delivery as the payment method, the Purchase Price is considered paid when the corresponding amount is credited to the Seller's account. Only one consignment (shipped, pending delivery) with cash-on-delivery as the selected payment method is allowed per Buyer.
4. Non-cash payment to the Seller's bank account - payment by bank transfer, postal order, or cash deposit onto the Seller's bank account - with the non-cash payment method, the Purchase Price is considered paid when the corresponding amount with the correct contract number in the transaction description (variable symbol) is credited to the Seller's account.
5. The Buyer undertakes to pay the Purchase Price exclusively using funds of which they are the actual owner. The Seller is entitled to request the Buyer to provide proof of origin of the funds using which the Purchase Price was paid within a reasonable period set by the Seller, within 10 Business Days from the date the payment was credited to the Seller's account, or from its identification pursuant to Article VII., paragraph 7. If the Buyer fails to prove (at the Buyer's discretion) that the Purchase Price was paid exclusively using funds of which they are the owner within the specified deadline, the Seller is entitled to withdraw from the Contract. In such a case, the Seller will return the paid Purchase Price or advance on the Purchase Price to the Buyer within a reasonable period of time, minus any bank fees related to the receipt of payment and transaction fees associated with the payment according to the valid Pricelist of Fees and Services, and any costs associated with such withdrawal from the Contract.
6. For the purposes of the Contract, a business day means a working day when banks in the country of the Seller's registered office are open and provide banking services (hereinafter the "Business Day").

## VII. PRICING (PRICE FIXING)

1. The price of the Subject Matter of Purchase is set according to the Pricelist of the Seller valid on the Order Date (hereinafter the "Purchase Price"). The Purchase Price of the Subject Matter of Purchase may be adjusted later, under the following conditions which depend on the selected method of payment and amount of the Purchase Price. The Purchase Price may be paid cash-on-delivery (i.e. in cash when the Subject Matter of Purchase is handed over) or by non-cash payment.
2. Fees according to the valid Pricelist of Fees and Services are calculated when a Buyer's order is sent to the Seller. A complete overview of the order will be sent to the Buyer via their Customer's Account and/or e-mail address together with the Contract. Any additional fees according to the valid Pricelist of Fees and Services may be calculated when the Purchase Price of the Subject Matter of Purchase is adjusted, and these will be notified to the Buyer via their Customer's Account and/or e-mail address.
3. If the Purchase Price is cash-on-delivery, the Purchase Price set in accordance with paragraph 1. will apply with the following exclusion. If the Buyer has concluded several single purchase contracts with the Seller with cash-on-delivery as the selected method for payment of the Purchase Price, the Subject Matter of Purchase of individual contracts will be shipped gradually, and always after the Purchase Price agreed in the previous contract has been credited to the Seller's bank account. In such a case, the Purchase Price of the Subject Matter of Purchase of the following contracts will also be fixed gradually, always according to the Seller's Pricelist valid as of the date when the Purchase Price agreed in the previous contract was credited to the Seller's bank account, or as of the date it was identified according to Article VII.,



paragraph 7., if the payment is credited (or identified) by 11:00 a.m. CET on a Business Day. If the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Purchase Pricelist valid for the following Business Day applies. However, the Purchase Price set in this manner will not exceed the Purchase Price valid on the Order Date by more than 20%. If the final Purchase Price exceeds this limit, the Buyer is entitled to refuse to accept the Subject Matter of Purchase, and to withdraw from the Contract. If the final Purchase Price is lower than the Purchase Price valid on the Order Date, or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree that such amendment to the Contract will be effective.

4. When the Parties agree that the Purchase Price is paid in a non-cash form up to the "Limit of the total price of the goods for an order with non-cash payment and price fixing" according to the Pricelist of Fees and Services valid on the Order Date, the following conditions will apply:
  - a. The Purchase Price set in accordance with paragraph 1 above is valid only if credited to the bank account of the Seller or identified in accordance with Article VII., paragraph 7. by 11:00 a.m. CET on the Business Day immediately following the announcement of the fourth Actual Price from the Order Date.
  - b. If the Purchase Price is credited to the Seller's account or identified in accordance with Article VII., paragraph 7. later than within the deadline specified in Article VII., paragraph 4., letter a), the Purchase Price will be adjusted according to the Purchase Pricelist valid at the time of crediting the Purchase Price to the Seller's bank account, or valid at the time of payment identification. However, if the payment is credited (or identified) by 11:00 a.m. CET on a Business Day, the Purchase Pricelist valid for that day will apply; if the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Purchase Pricelist valid for the next Business Day will apply. However, the Purchase Price adjusted in this manner will not exceed the Purchase Price valid on the day the funds were deposited onto the Seller's account or on the day when a non-cash payment order was placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), by more than 20%. If the final Purchase Price exceeds this limit, a notification of this final Purchase Price by the Seller to the Buyer represents an offer to amend the Contract, which is accepted unless the Buyer expressly rejects the offer in writing within 24 hours from receiving the notification, or if the Buyer accepts the Subject of Purchase or subsequently makes any payment. Refusal of an offer to amend the Contract according to the previous sentence cancels the subject Contract with non-cash payment (any obligations from the affected Contract expire from the beginning). If the adjusted Purchase Price under this paragraph of the Contract is lower than the Purchase Price valid on the day funds are deposited onto the Seller's account or on the day a non-cash payment order is placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree that such amendment to the Contract will be effective.
5. If the Parties agree on a Purchase Price in a non-cash form that exceeds the "Limit of the total price of the goods for an order with non-cash payment with price fixing" according to the Pricelist of Fees and Services valid on the Order Date, the Purchase Price set in accordance with paragraph 1. is always adjusted according to the Purchase Pricelist valid when the Purchase Price is credited to the bank account of the Seller, or according to the Purchase Pricelist valid when the payment is identified according to Article VII., paragraph 7. If the payment is credited (or identified) by 11:00 a.m. CET on a Business Day, the Purchase Pricelist valid for such day will be applied; if the payment is credited (or identified) after 11:00 a.m. CET on a Business Day, the Seller's Purchase Pricelist valid for the following Business Day will apply. However, the Purchase Price adjusted in this manner will not exceed the Purchase Price valid on the day the funds were deposited onto the Seller's account or on the day a non-cash payment order was placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), by more than 20%. If the final Purchase Price exceeds this limit, notification of this final Purchase Price by the Seller to the Buyer represents an offer to amend the Contract, which is accepted unless the Buyer expressly rejects the offer in writing within 24 hours from receiving the notification, or if the Buyer accepts the Subject of Purchase or subsequently makes any payment. Refusal of an offer to amend the Contract according to the previous sentence cancels the subject Contract with non-cash payment (any obligations from the affected Contract expire from the beginning). If the adjusted Purchase Price according to this paragraph of the Contract is lower than the Purchase Price valid on the day funds are deposited onto the Seller's account or on the day a non-cash payment order is placed with a bank, or on the day specified in the order as the due date of the Purchase Price (whichever occurs later), or higher than this Purchase Price by a maximum of 20%, the Parties expressly agree that such amendment to the Contract will be effective.
6. The Purchase Price of Accessories arranged in the Contract will not be changed.
7. If any sum credited to the Seller's account cannot be identified due to an incorrect contract number in the transaction description (variable symbol), the rules for crediting payments to the Seller's account will be used for fixing the Purchase Price under Article VII., paragraphs 4. and 5. of the Contract on the first Business Day on which the Seller is able to identify the payment before 11:00 a.m. CET on a Business Day.
8. The information from the electronic bank statement from the Seller's account is decisive for determining the moment when

the Buyer's payment is credited to the Seller's account.

9. After the funds have been credited to the Seller's account with the correct contract number in the transaction description (variable symbol), or after their identification, a message will be sent via the Customer's Account and/or e-mail address of the Buyer, confirming that the payment has been credited to the Seller's account and the final amount of the Purchase Price.
10. The difference between the final Purchase Price and the Purchase Price arranged in the Contract will be settled as follows:
  - a. overpayment: this will be returned by a non-cash payment to the Purchaser's account used for the last payment, minus any transaction fees associated with the payment according to the valid Schedule of Fees and Services. If the Buyer paid by a postal order or made a cash deposit to the Seller's bank account, the overpayment will be returned by a non-cash payment to the Buyer's account notified to the Seller.
  - b. underpayment - if cash-on-delivery is possible according to the valid Pricelist of Fees and Services (depending on the selected shipping method, the address for sending goods, and the currency), the Buyer will settle the underpayment as follows: the Subject Matter of Purchase will be sent as cash-on-delivery in the amount corresponding to the underpayment of the final Purchase Price, including the fee for cash-on-delivery according to the valid Pricelist of Fees and Services. Otherwise, the Buyer will settle the underpayment by making a non-cash payment to the Seller's account. The non-cash payment will include the contract number in the transaction description (variable symbol). An underpayment settled by cash-on-delivery will not exceed the "Limit of the total price of the goods for a cash-on-delivery order" according to the valid Pricelist of Fees and Services. If the underpayment exceeds the limit, the Buyer will settle the underpayment to the account of the Seller using the correct contract number in the transaction description (variable symbol).
11. If the Buyer pays the Purchase Price without the fees according to the Pricelist of Fees and Services, they will settle the underpayment as follows: the Subject Matter of Purchase will be sent as cash-on-delivery in the amount corresponding to the underpayment of the, including the cash-on-delivery fee according to the valid Pricelist of Fees and Services. If cash-on-delivery is not allowed according to the valid Pricelist of Fees and Services (depending on the selected shipping method, the address for sending goods, and the currency), the Buyer will settle the underpayment by non-cash payment to the Seller's account with the contract number in the transaction description (variable symbol).
12. A paid Purchase Price, or paid advance on the Purchase Price for a canceled Contract (if the Buyer does not approve a higher Purchase Price for the Subject Matter of Purchase for a non-cash payment according to Article VII., paragraph 4., letter b), or Article VII., paragraph 5. of the Contract) is returned to the bank account last used by the Buyer for payment, minus any bank fees associated with the receipt of the payment and transaction fees related to the payment according to the valid Pricelist of Fees and Services. If the Buyer paid by postal order or cash deposit to the bank account of the Seller, the Purchase Price or advance on the Purchase Price, adjusted in accordance with the sentence above, is returned in a non-cash form to the Buyer's account notified to the Seller.

## **VIII. DELIVERY OF THE SUBJECT MATTER OF PURCHASE**

1. The Subject Matter of Purchase is sent to the address for sending goods. The consignment is insured. A tax document is included with the Subject Matter of Purchase. On the day of dispatch of the Subject Matter of Purchase, the Seller will send a notice of dispatch to the Buyer via their Customer's Account and/or e-mail address. The maximum value of goods in one consignment may not exceed the limit according to the valid Pricelist of Fees and Services. If an order exceeds this limit, the goods will be divided into several consignments.
2. Consignments are delivered according to the selected shipping method for the Subject Matter of Purchase according to the Pricelist of Fees and Services valid on the date of dispatch. The Buyer is obliged to immediately inspect a delivered consignment, including the Subject Matter of Purchase. After the integrity of the consignment is checked and it is accepted, the consignment is considered delivered. After such acceptance, the Buyer is no longer entitled to any legal or financial compensation resulting from negligence during the acceptance of the Subject Matter of Purchase. If a consignment is delivered with damaged packaging, the Buyer may refuse it. In such a case, the Buyer will immediately notify the Seller by e-mail or telephone. The investment precious metals must not be damaged in any way in order to preserve their value. If the Subject Matter of Purchase is in its original protective packaging, there must also be no damage to the protective packaging with the certificate of authenticity. Ownership of the Subject Matter of Purchase passes to the Buyer at acceptance.

## IX. CLAIMS

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

## X. RECORDS AND PERSONAL DATA PROTECTION

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

## XI. REPURCHASE OF THE SUBJECT MATTER OF PURCHASE

1. The Seller will repurchase all the Subject Matter of Purchase sold by the Seller on the basis of the Contract (but not the Accessories). The repurchase price of the Subject Matter of Purchase, or individual parts of the Subject Matter of Purchase, will be calculated according to the current pricelist for repurchases stated on the Seller's Website (hereinafter the "Repurchase Pricelist"). Such repurchase is implemented at the price stated in the Repurchase Pricelist (hereinafter the "Repurchase Price"), which consists of (i) the Purchase Price of the metal, and (ii) the IBIS Repurchase Premium valid as of the date the Repurchased Subject Matter of Purchase was delivered to the Seller (hereinafter the "Repurchase Day"). No other repurchase premium (according to the Repurchase Pricelist, e.g. iiplan® Repurchase Premium or iiplanGold® Repurchase Premium) will be applied to the repurchase of the Subject Matter of Purchase. The Repurchase Price is published in the Repurchase Pricelist from Monday to Friday, always after 18:00 p.m. CET, with immediate effect, and is also valid for the following day and possibly for other days when the Repurchase Price in the Repurchase Pricelist is not published according to the first part of this sentence. The Repurchase Pricelist is not an offer to conclude a contract, but is only a call to submit offers.
2. The Buyer will submit a proposal to conclude a contract for the repurchase of the Subject Matter of Purchase to the Seller (i) via the Customer's Account by filling out the relevant form, signing it electronically in accordance with Article II., paragraph 3., or (ii) by sending a copy of a signed written proposal as per the form on the Customer's Account to the e-mail address of the Seller, or (iii) by sending a signed written proposal in paper form as per the form on the Customer's Account to the Seller's address. The subject matter of a proposal to conclude a repurchase contract, which is irrevocable, is the sale of the specified Subject Matter of Purchase for the Repurchase Price, provided that the Repurchase Price of the metal is not more than 10% lower on the Repurchase Date compared to the date on which the Buyer submitted the proposal to the Seller to conclude a repurchase contract (hereinafter the "Minimum Metal Price"). The Seller will accept such a proposal to conclude a contract via the non-cash payment of the Repurchase Price (minus any transaction fees associated with the payment according to the valid Pricelist of Fees and Services).
3. If the Repurchase Price of the metal is lower than the Minimum Metal Price, the Buyer is entitled to make a new offer, or the received Subject Matter of Purchase will be sent back to the Buyer, upon their request, and at their expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services) to the Buyer's address.



4. The Seller will perform a physical inspection of the authenticity, fineness and overall integrity of the Subject Matter of Purchase, including the certificate and all supplied accessories that form an integral part of the delivered Subject Matter of Purchase. In the event of delivery of a damaged or incomplete Subject Matter of Purchase (incl. accessories that form an integral part of the Subject Matter of Purchase), the Seller has the right to set a lower Repurchase Price or reject the repurchase and return the Subject Matter of Purchase at the Buyer's expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services) to the Buyer's address. If the Seller sets a lower Repurchase Price, it will send the Buyer a proposal to conclude a repurchase contract via the Customer's Account and/or e-mail address specified in the header of the repurchase contract, and the Buyer will confirm the proposal by e-mail sent to the Seller from the e-mail address specified in the repurchase contract. If the Buyer does not confirm the proposal to conclude a repurchase contract within a reasonable deadline specified by the Seller in the proposal, the Seller will return the Subject Matter of Purchase at the Buyer's expense (postage, packaging and insurance fees according to the valid Pricelist of Fees and Services) to the Buyer's address.

## **XII. OUT-OF-COURT DISPUTE SETTLEMENT**

1. As a consumer, the Buyer has the right to the out-of-court settlement of a consumer dispute. The entity competent for the out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)). The Buyer is entitled to initiate an out-of-court settlement of a dispute only after they fail to resolve a dispute directly with the Seller. The Buyer will be obliged to prove this fact to the Czech Trade Inspection Authority. The Buyer is entitled to file a petition with the Czech Trade Inspection Authority no later than 1 year from the date on which they exercised their right, which is the subject of the dispute, with the Seller for the first time. Out-of-court settlement of consumer disputes is free of charge. No limitation periods run from the moment an out-of-court settlement of a consumer dispute is initiated. The above procedure is without prejudice to the Buyer's right to bring a matter to court. The court with jurisdiction in accordance with the legal regulations of the Czech Republic will be competent to decide on a dispute arising from the concluded Contract.

## **XIII. FINAL PROVISIONS**

1. The Buyer acknowledges that the price of the investment metal depends on fluctuations of the financial market beyond the Seller's control. With regard to this fact, the Buyer has no right, pursuant to Section 1837, paragraph b) of Act No 89/2012, the Civil Code of the Czech republic, as amended, to withdraw from the Contract pursuant to Section 1829 of Act No 89/2012, the Civil Code, as amended.
2. The Buyer is entitled to partially withdraw from the Contract regarding Accessories within 14 days of receiving the Subject Matter of Purchase. The Buyer is obliged to withdraw from the Contract in writing and to send a notice of withdrawal together with the relevant Accessories back to the Seller to the address specified in the header of the Contract.
3. Notices are delivered to the addresses specified above in the header. If agreed between the Parties to the Contract, a notice may also be delivered to the e-mail addresses above in the header or, in the case of the Buyer, also via their Customer's Account.
4. If the Contract has been drawn up bilingually, the Parties agree that in the event of discrepancies between the individual language versions, the English version of the Contract will prevail.
5. Unless the Contract expressly contains differing provisions, the legal relationships between the Parties are governed by the valid laws of the Czech Republic, in particular Act No 89/2012, the Civil Code, as amended.

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, 16.05.2024



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