

## PROPOSAL TO CONCLUDE IIPLAN® PURCHASE CONTRACT

IBIS InGold®, a. s., with its registered office at the address Rybná 682/14, Staré Město, 110 00 Prague 1, Czech Republic, incorporated in the Companies Register kept by the Municipal Court in Prague under the File No. B 18920, Id No.: 25525433, TIN: CZ25525433 (hereinafter referred to as the "Seller"), e-mail: shop@ibisingold.com, website operated by the Seller (hereinafter referred to as the "Seller's Website"): ibis.ibisingold.com, represented by Libor Kochrda, makes this proposal to conclude this iiplan® purchase contract (hereinafter referred to as the "Contract") to the customer indicated below as a buyer (hereinafter referred to as the "Buyer"). The proposal to conclude the Contract may be accepted by the Buyer as specified in Article XI. of the Contract.

### BUYER

Full Name	Street No.
Date of Birth	Town
Mobile Phone	ZIP Code
E-mail	State

### BANK CONNECTION

Bank Country	Account Owner
Account Number	Relationship
Bank Code	

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

### I. SUBJECT MATTER OF THE CONTRACT, PAYMENT AND CONTRACT TYPE SPECIFICATION

- The subject matter of this Contract is the obligation of the Seller to deliver an investment metal of the under-mentioned form and type and in the amount corresponding to the purchase price paid (hereinafter referred to as the "Subject Matter of the Purchase") to the Buyer and to provide them with the possibility to acquire the ownership right to the Subject Matter of the Purchase, and further the obligation of the Buyer to accept the Subject Matter of the Purchase.
- Ingot refers to any investment precious metal with an imprinted serial number, weight, fineness, metal type and manufacturer. Coin refers to any investment precious metal with an imprinted nominal value, weight, fineness, metal type, year of mintage and manufacturer. Set refers to a set of a clearly specified number of ingots or coins that is delivered by the Seller only as a whole, and individual ingots or coins cannot be delivered separately. The Certificate of Authenticity will be delivered to the Buyer together with an ingot, coin and/or set. The form of the Certificate of Authenticity is determined by the ingot, coin or set manufacturers and suppliers.

3. The conditions for the purchase of the Subject Matter of the Purchase are as follows:

Type of Investment Metal

Fineness of the Investment Metal

Form of the Investment Metal

Weight of One Piece

Target Quantity of Pieces

pcs

Contract Type

Input Price Increase of the First Piece

Amount of monthly payment

Amount of special payment

Number of Pieces in One Consignment

pcs

4. For the delivery of the Subject Matter of the Purchase, the Buyer will gradually buy the above-mentioned investment metal (hereinafter referred to as the "Partial Contract"), from which the Subject Matter of the Purchase will be made, from the Seller always at the moment the weight of the investment metal purchased reaches the above-mentioned weight of one piece of the Subject Matter of the Purchase, namely no later than the moment of purchase of the target number of pieces of the Subject Matter of the Purchase.
5. The purchase price of the first piece of the Subject Matter of the Purchase includes the above-mentioned Input Price Increase calculated by multiplying the Input Price Increase specified for one piece of the Subject Matter of the Purchase based on the pricelist of fees and services available on the Seller's Website (hereinafter referred to as the "Pricelist of Fees and Services") on the date of the proposal to conclude the Contract by the target number of pieces of the Subject Matter of the Purchase (hereinafter referred to as the "Input Price Increase").
6. The contract type chosen specifies the ratio in which the Buyer's payments are automatically divided by the Seller until full settlement of the Input Price Increase. The number in front of the slash specifies what % of the payment will be used to pay the Input Price Increase. The number behind the slash specifies what % of the payment will be used to purchase the investment metal. After the full settlement of the Input Price Increase, all payments from the Buyer will be used to purchase the investment metal.
7. The investment metal purchased cannot be delivered otherwise than as the Subject Matter of the Purchase unless the Contract specifies otherwise. The Buyer shall acquire the ownership right to the Subject Matter of the Purchase at the moment of the full settlement of the total purchase price of the quantity of the Subject Matter of Purchase required for one shipment under Article I., paragraph 3. of the Contract (i.e. when investment metal with the weight of one piece of the Subject Matter of the Purchase is purchased) and if the Buyer has also paid the postage, packaging, insurance and/or fee for the delayed dispatch of these pieces of the Subject Matter of Purchase in accordance with Article IV., paragraph 1. of the Contract.

## II. PARTIAL CONTRACTS AND PURCHASE PRICE SPECIFICATION

1. The price of the investment metals depends on financial market fluctuations that are independent of the Seller's will. The price of the Subject Matter of the Purchase is influenced by the price of investment precious metals on the stock exchange and by exchange rates. The actual purchase price of investment metals for individual Subject Matters of the Purchase is specified in the purchase pricelist available on the Seller's Website (hereinafter referred to as the "Purchase Pricelist"). The purchase price is published in the Purchase Pricelist every business day after 18:00 p.m. with immediate effect and further with effect for the following business day and any eventual public holidays if they precede the following business day (hereinafter referred to as the "Actual Price"). The Purchase Pricelist is not an offer to conclude a contract but rather a call to submit offers to conclude a contract.
2. A Partial Contract will be concluded so that the Buyer transfers or deposits a certain amount of money, based on the Actual Price of investment metal for the Subject Matter of the Purchase, to the bank account of the Seller using a variable symbol which is the Contract number. The amount thus credited to the Seller's account (after the deduction of relevant bank fees when paying from other-currency accounts in the Czech Republic and Slovak Republic and when paying from other countries) is an irrevocable offer by the Buyer to conclude a Partial Contract for the purchase price corresponding to this

credited amount after the deduction of the appropriate amount of the Input Price Increase and/or postage, packaging and insurance fees and/or fees for deferred shipment for the Subject Matter of the Purchase according to the Price List of Fees and Services (hereinafter referred to as the "Purchase Price"), namely in the weight corresponding to the ratio of the paid Purchase Price and Actual Price of the investment metal for the Subject Matter of the Purchase given on the day the money is credited to the Seller's account, provided that the weight of the investment metal purchased is not over 10,00 % lower than the weight of this investment metal which would correspond to the Actual Price on the due date of the bank transfer order or on the day the money is deposited onto the Seller's account (hereinafter referred to as the "Maximum Weight Deviation"). The additional weight of the given Subject Matter of the Purchase may be purchased without any limitation, and the Buyer expressly consents to this. The weight of the investment metal purchased is specified in grams to an accuracy of 4 decimal #places.

3. The money is considered paid at the moment it is credited to the Seller's account if credited by 11:00 a.m. on a business day; otherwise, it will be considered paid on the following business day (hereinafter referred to as the "Payment Day"). If the money cannot be identified due to an incorrectly entered variable symbol for the payment, the Payment Day will be the first business day on which the payment identification is known to the Seller before 11:00 a.m. All the conditions of a Partial Contract are governed by this Contract. The payment will be made by bank transfer unless the money is deposited directly onto the Seller's account using the Contract number as the variable symbol.
4. The Seller will accept an offer by the Buyer to conclude a Partial Contract by sending a purchase confirmation to the Buyer to the Buyer's Customer's Account and/or e-mail address within 5 business days from the Payment Day (hereinafter referred to as the "Purchase Confirmation"). If the weight of the investment metal purchased according to the Partial Contract exceeds the Maximum Weight Deviation, the Partial Contract will not be concluded. However, the Seller will send the Purchase Confirmation to the Buyer's Customer's Account and/or e-mail address, while in this case the Purchase Confirmation will be an irrevocable offer by the Seller to conclude the Partial Contract. This offer will be accepted unless the Buyer expresses their disagreement in written form at the latest within 15 days from the day they received the Purchase Confirmation, while any other following payment by the Buyer to the Seller or acceptance of any Subject Matter of the Purchase is also considered acceptance of the offer.
5. The total purchase price of one piece of the Subject Matter of the Purchase is the sum of Purchase Prices that will be paid by the Buyer to the Seller based on Partial Contracts, and for which the Buyer gradually purchased investment metal for the manufacture of one piece of the Subject Matter of the Purchase at its full weight. After paying the total purchase price of the Subject Matter of the Purchase, the Buyer will be entitled to its delivery under the conditions specified below.

### III. CUSTOMER'S ACCOUNT

1. The Buyer set ups 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 will send the proposal for the Contract, proposals for amendments to the Contract, information on concluding the Contract or amendments to the Contract, any information according to the Contract, namely confirmation for Partial Contracts, while specifying the Actual Price of the Subject Matter of the Purchase on the day of conclusion of the Partial Contract and the weight of the investment metal purchased, information on the shipping of the Subject Matter of the Purchase to the Buyer or confirmation of mutual settlement if the Contract has been terminated, to the Buyer's Customer's Account and/or e-mail address. The Seller may also send marketing information to the Customer's Account if the Buyer so consents. Receipt of a message onto the Customer's Account is considered to be delivery of such message to the Buyer.
3. Through your Customer Account, you can electronically sign documents that the Seller allows to be signed in this manner. You log in to your Customer Account, fill in the relevant form and confirm it with the security authorisation code, by means of a mobile application, or by any other similarly reliable means that the Seller may enable in the future. In this way, you validly sign the draft document. The Seller's electronic signature is then affixed to the draft document, and the signed document is sent to your Customer Account and/or email address.
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. DELIVERING THE SUBJECT MATTER OF THE PURCHASE

1. The Subject Matter of the Purchase will be shipped to the Buyer after the Buyer pays the total purchase price of at least the quantity of pieces of the Subject Matter of the Purchase to complete one consignment according to Article I. paragraph 3. of the Contract. At the same time, postage, packaging and insurance fees and/or fees for deferred shipment according to the Pricelist of Fees and Services valid on the shipment date must also be paid. The last bank transfer by the Buyer sent to the Seller's account will be preferentially used for this purpose. Any remaining part of the payment will be used to purchase additional investment metal for delivery of the Subject Matter of the Purchase and/or to pay the Input Price Increase. The Subject Matter of the Purchase will be delivered to the Buyer at the latest within 60 days from the day the shipment conditions are fulfilled.
2. Individual pieces of the Subject Matter of the Purchase will be sent to the Buyer to the address they registered for sending. Consignments are insured. The Subject Matter of the Purchase includes a tax document. On the day of shipping the Subject Matter of the Purchase, the Seller will send a shipment notice to the Buyer's Customer's Account and/or e-mail address.
3. The Buyer undertakes to specify the correct ship-to address to which the Subject Matter of the Purchase is to be sent. If there is a change to the Buyer's ship-to address for the Subject Matter of the Purchase, the Buyer will immediately inform the Seller of this change in writing or by concluding an amendment to the Contract. The Buyer undertakes to accept the Subject Matter of the Purchase sent. If the Buyer fails to fulfil this obligation, the Seller will resend the Subject Matter of the Purchase to the Buyer. The Seller will resend it twice, always after the payment of postage, packaging and insurance fees according to the Pricelist of Fees and Services valid on the day it is resent. If the fees for resending are not paid, the Seller is entitled, but not obliged, to resend the Subject Matter of the Purchase.
4. If the Buyer does not accept the Subject Matter of the Purchase after its second sending, the return of the consignment to the Seller will be considered an irrevocable proposal by the Buyer to conclude a contract on repurchase of the Subject Matter of the Purchase in compliance with Article VIII. of the Contract addressed to the Seller, while in this case the date this consignment is returned to the Seller will be considered the date of repurchase and the date of the proposal to conclude the contract. The Seller will accept the proposal to conclude the contract by paying the repurchase price (after deducting the relevant bank fees when paying to the account kept in another currency in the Czech Republic and Slovak Republic and when paying to other countries), namely by means of transfer to the Buyer's bank account from which the last payment by the Buyer was made or to the account notified to the Seller in writing or in the form of an amendment to the Contract. If the Buyer does not pay the postage, packaging and insurance fees for the resending according to the Pricelist of Fees and Services valid on the date of sending to the Seller, the Seller will settle its claim against the Buyer's claim for payment of the repurchase price.
5. The Subject Matter of the Purchase cannot be returned to the Seller; it may only be offered for repurchase according to Article VIII. of the Contract.
6. Depending on the method for delivery of the Subject Matter of the Purchase, the consignment will be delivered according to the Pricelist of Fees and Services valid on the date of its sending. After the integrity of the consignment is checked and it is accepted, the consignment will be considered delivered. After such acceptance, the Buyer is not entitled to any legal or financial remedies arising from negligence in the acceptance of the Subject Matter of the Purchase. If the consignment is delivered damaged, the acceptance of the consignment may be refused. In this case, the Seller will be immediately notified by e-mail or by phone. In order to preserve the value of the investment precious metal, any damage to it is inadmissible. In the case of the Subject Matter of the Purchase with the original security package, damage to the original security packaging with the Certificate of Authenticity is also inadmissible.

## V. TERMINATION OF THE CONTRACT

1. This Contract may be terminated by any of the contracting parties with a three-month notice period which starts on the first day of the calendar month following the delivery of the notice to the other contracting party. Notice may only be submitted in written form on paper.
2. The Buyer is aware that the investment metal price depends on financial market fluctuations independent of the Seller's will. With regard to this fact, the Buyer is not entitled, in accordance with Section 1837, paragraph b) of Act of the Czech Republic No. 89/2012 Coll., the Civil Code, as amended, to withdraw from this Contract or Partial Contract, in compliance with Section 1829 of Act of the Czech Republic No. 89/2012 Coll., the Civil Code, as amended.
3. If the Buyer terminates the Contract before purchasing the target number of pieces of the Subject Matter of the Purchase, all the payments of the Buyer ascribed to the payment of the Input Price Increase on the date of expiry of the notice period will belong to the Seller, and no indemnification will be provided on the part of the Seller.
4. If the Buyer terminates the Contract while having the total purchase price of one or more pieces of the Subject Matter of the Purchase paid on the date of expiry of the notice period, these pieces will be shipped to them under the conditions specified in Article IV. of the Contract. However, if the postage, packaging and insurance fees and/or fees for deferred shipment according to the Pricelist of Fees and Services are not paid for their shipment, these Subject Matters of the Purchase will only be shipped after such amounts are paid.
5. If the Buyer terminates the Contract having bought investment metal of only the partial weight of one piece of the Subject Matter of the Purchase on the date following the date when the last day of the notice period expires, the Buyer will always be provided with indemnification. The investment metal bought by the Buyer will be recalculated according to the metal repurchase price of the Subject Matter of the Purchase specified on the Seller's Website (hereinafter referred to as the "Repurchase Pricelist") and valid for the date of delivery of the notice. The purchase price is published in the Repurchase Pricelist every business day after 18:00 p.m. with immediate effect and further with effect for the following business day and any eventual public holidays if they precede the following business day. For the purposes of this Contract, the date of delivery of the notice is only a business day if the notice is delivered by 16:00 p.m.; otherwise, or in the event of its delivery on a different day, the notice will be considered delivered on the following business day.
6. The calculated financial value of the investment metal bought according to the previous paragraph, however never more than the sum of the Purchase Prices paid by the Buyer (except for the Input Price Increase), will be used to pay the purchase price of ingots or coins with the nearest lowest weight according to the Seller's specification (hereinafter referred to as the "Replacement Subject Matter of the Purchase"), offered on the website [ibis.ibisingold.com](http://ibis.ibisingold.com) by the Seller and according to the Purchase Pricelist valid for the date of delivery of the notice. It will also be used to pay the postage, packaging and insurance fees and/or fees for deferred shipment according to the Pricelist of Fees and Services valid on the shipment date. The Seller shall ship Replacement Subject Matter of the Purchase to the Buyer only of the standard weight specified in the Purchase Pricelist. Any eventual overpayment of the price (after the deduction of the relevant bank fees when paying to an account kept in another currency in the Czech Republic and Slovak Republic and when paying to other countries) will be returned to the bank account from which the last payment by the Buyer was sent, or to the account notified to the Seller in writing or in the form of an amendment to the Contract. The Buyer will be informed on the method of settlement through the Customer's Account and/or by e-mail.
7. The Contract terminates at the moment the total purchase price of the target number of pieces of the Subject Matter of the Purchase, including the payment of postage, packaging and insurance fees and fees for deferred shipment according to the Pricelist of Fees and Services, is paid by the Buyer and the Subject Matter of the Purchase is shipped to the Buyer. The termination of the Contract will be confirmed to the Buyer's Customer's Account and/or e-mail address. Any eventual overpayment of the price (after deduction of the relevant bank fees when paying to an account kept in another currency in the Czech Republic and Slovak Republic and when paying to other countries) will be returned to the Buyer to the bank account from which the last payment by the Buyer was sent, or to the account notified to the Seller in writing or in the form of an amendment to the Contract.



## VI. CLAIMS

1. Rights arising from a defective performance and/or the Seller's liability for defects will be governed by the appropriate provisions of Act of the Czech Republic No. 89/2012, Coll., the Civil Code, as amended, especially Sections 2099 to 2112 and Sections 2165 to 2174. The Buyer may lodge a claim in writing to the Seller's ship-to address or by telephone or e-mail to the Seller's e-mail address, indicating the original Contract number and a description of the discovered defect(s). The Seller will send confirmation that it has received the complaint to the Buyer's Customer's Account and/or e-mail address. The Seller will decide on a claim within 3 business days from its date of receipt and will notify the Buyer through their Customer's Account and/or e-mail address unless otherwise agreed with the Buyer. A justified claim will be executed without unreasonable delay, at the latest within 30 days from the delivery date of the claimed Subject Matter of the Purchase to the Seller's address.

## VII. DATA RECORDS AND PERSONAL DATA PROTECTION

1. The Seller, as personal data controller, will process your personal data provided to them by you in the Contract when concluding or amending the Contract, and when performing the rights and obligations arising from the Contract, in compliance with Regulation (EU) 2016/679 of the Regulation (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "General Data Protection Regulation"). Personal data will be processed to the extent of names and surnames, addresses, dates of birth, e-mail addresses, bank account numbers and phone numbers or other personal data related to the Subject Matter of the Contract notified to the Seller by you in relation to the conclusion of the Contract or its performance.
2. The personal data of the Buyer will be processed according to Article 6 paragraph 1 b) of the General Data Protection Regulation in order to perform the Contract, especially to ensure the purchase and delivery of investment precious metals and further to protect the rights of the Seller in the event of a dispute. This processing of personal data of the Buyer is necessary to perform the contractual relationship between the Seller and the Buyer, i.e. it is the obligatory provision of personal data (otherwise the Contract cannot be concluded and performed). The personal data of the Buyer will be processed and stored for the duration of the Contract and for another 4 years from the settlement of all the liabilities arisen between the Buyer and the Seller.
3. The personal data of the Buyer will be further processed according to Article 6 paragraph 1 b) of the General Data Protection Regulation in order to open the Buyer's Customer's Account (unless it has already been opened in relation to another contract concluded with the Seller or another product provided by the Seller to the Buyer) and to maintain it. The maintenance of the Customer's Account is necessary to conclude and perform the contractual relationship between the Seller and the Buyer since the Customer's Account is one of the basic forms of communication between the Seller and the Buyer. It is the obligatory provision of personal data. For this purpose, the personal data of the Buyer will be processed and kept for the duration of the obligations arising from the Contract. However, the contracting parties agree that if another contract is concluded between the Buyer and the Seller, if another offer to conclude a contract is valid for the Buyer or if another product is provided to the Buyer, where the maintenance of the Customer's Account is necessary, the Buyer's Customer's Account may still be maintained. In this case, the Customer's Account will be maintained and the personal data of the Buyer processed for this purpose until the last of the following facts occurs: (i) the termination of obligations arising out of all contracts concluded between the Buyer and the Seller, (ii) the expiry of the validity of all offers to conclude a contract made to the Buyer, and (iii) the termination of obligations from the provision of other products for which the maintenance of the Customer's Account is necessary.
4. Herewith, the Buyer confirms its consent with the maintenance of the Customer's Account and the processing of their personal data as part of the conclusion of the Contract for the purpose according to Article 6 paragraph 1a) of the General Data Protection Regulation even when the last of the facts specified in the last sentence of the previous paragraph occurs, namely until the Customer's Account is cancelled upon the Buyer's request or the Seller's decision. This processing of personal data of the Buyer is not necessary to perform the Contract, i.e. it is the voluntary provision of personal data. Consent to the processing of personal data for this purpose may be withdrawn by the Buyer by means of the contact e-mail address, customer helpline or Customer's Account at any time.
5. Herewith, the Buyer confirms that as part of the process of concluding the Contract, they give their consent to the processing of their name and surname and e-mail address according to Article 6 paragraph 1a) of the General Data Protection Regulation for the purposes of sending news and providing information about new products or services. This processing of personal data of the Buyer is not necessary to perform the Contract, i.e. it is the voluntary provision of personal data. The personal data of the Buyer will be processed for the duration of the Contract (or other contract

concluded between the contracting parties) and for another 4 years from the settlement of all the liabilities arisen between the Buyer and the Seller. The Buyer may withdraw its consent with the processing of personal data for this purpose by cancelling the Customer's Account, by means of the contact e-mail address, customer helpline or the Customer's Account, and the Seller will delete the personal data from its database used for marketing purposes.

6. The personal data of the Buyer will be processed by the Seller itself. The Seller will strictly follow all the obligations of a controller arising out of the General Data Protection Regulation and ensure the protection of the subject of data against unauthorized intrusion into their private life. Access to the personal data of the Buyer may also be provided to the following third parties (beneficiaries) in compliance with legal regulations governing personal data protection: (i) contractual partners of the Seller for the purpose of negotiating and administering the Contract or other contracts between the contracting parties, (ii) entities with a legitimate reason for accessing the data (e.g. law enforcement authorities or other supervisory authorities with a statutory authority to access the data), or (iii) other entities if necessary for the protection of the Seller's rights (e.g. courts). The personal data of the Buyer will not be forwarded to countries outside the European Union or to international organizations.
7. The Buyer as the data subject has all the rights according to the General Data Protection Regulation, i.e.:
  - a. the right to confirmation from the Seller as to whether the personal data of the Buyer are or are not processed and, if so, the right to access these personal data and further information mentioned in Article 15 of the General Data Protection Regulation, especially regarding the purpose of their processing, the categories of personal data concerned, the categories of beneficiaries to which they have been or will be provided, and the planned time for which they will be stored;
  - b. the right to require correction of incorrect data related to the Buyer in compliance with Article 16 of the General Data Protection Regulation;
  - c. the right to require erasure of personal data related to the Buyer for a reason specified in Article 17 of the General Data Protection Regulation, e.g. if the personal data of the Buyer are not necessary for the purposes for which they were collected or otherwise processed;
  - d. the right to request the Seller to restrict processing if a case specified in Article 18 of the General Data Protection Regulation occurs, especially if the Buyer challenges the accuracy of the personal data processed;
  - e. the right to obtain the personal data related to the Buyer in a structured, commonly used and machine-readable format, and the right to forward these data to another controller without any interference on the part of the Seller.
8. The above-mentioned rights will be exercised at the address of the Seller specified in the heading of the Contract, in the contact e-mail or the customer helpline.
9. If the Buyer believes that the processing of their personal data is in violation of the General Data Protection Regulation, they will be entitled to make a complaint with a supervisory authority, especially in the member state of their habitual residence, place of employment or place of the alleged infringement. In the Czech Republic this is the Office for Personal Data Protection with its registered office at the address: Sochora 27, 170 00 Prague 7.
10. If any third-party personal data are forwarded to the Seller by the Buyer, e.g. of a person entitled to accept the Subject Matter of the Purchase or the account owner, the Buyer shall ensure that these personal data are collected, forwarded and processed in compliance with the General Data Protection Regulation. In particular, the Buyer shall ensure that the third-party personal data may be, in compliance with the General Data Protection Regulation, forwarded to the Seller and processed by the Seller in order to perform this Contract and achieve its purpose. The Buyer shall also immediately inform the Seller of any obligations of the Seller regarding the processing of third-party personal data not specified in this Contract. The Buyer undertakes to indemnify the Seller for any damage incurred through breach of their obligations arising out of this paragraph of the Contract. The Buyer authorizes the Seller to process such third-party personal data under the conditions specified below:
  - a. Unless otherwise specified by legal regulations or the Buyer, the personal data will be processed over the duration of the obligations arising out of this Contract and for the period of another 4 years from the settlement of all the liabilities arising out of this Contract between the Buyer and the Seller, i.e. for the purpose of performing this Contract and achieving its purpose, especially for the purpose of purchasing and delivering the Subject Matter of the Purchase to the Buyer. However, if the Buyer indicates the personal data within its Customer's Account, these personal data will be processed for the purpose of maintaining the Buyer's Customer's Account, i.e. for the period for which the personal data of the Buyer will be processed according to Article VII. paragraph 3. and 4. of this Contract unless specified otherwise by relevant legal regulations or by the Buyer.
  - b. The personal data specified in the heading of this Contract may be transferred in particular.

- c. The Seller shall process the personal data only on the basis of the documented instructions of the Buyer. The exception is the processing of personal data imposed by European Union or Czech Republic law; in this case, the Seller will inform the Buyer of this legal requirement before performing the imposed processing unless the above-mentioned legal regulations prohibit this notification due to important reasons of public interest.
- d. The Seller shall ensure that the entities authorized by them to process the personal data have a duty of confidentiality regarding these data or are subject to a legal obligation of confidentiality.
- e. The Seller undertakes to adopt the appropriate technical and organizational measures to minimize the risk of unauthorized or accidental access to personal data, their change, destruction or loss, unauthorized transfer, other unauthorized processing as well as other misuse, consisting mainly in securing access to the system in which the personal data will be stored, checking the Seller's employees who have legitimate access to personal data, and restricting the number of employees coming into contact with personal data.
- f. The Seller shall comply with the conditions for engaging another processor of personal data mentioned in Article 28. paragraphs 2. and 4. of the General Data Protection Regulation. Within the meaning of Article 28. paragraph 2. of the General Data Protection Regulation, the Buyer agrees that the Seller may engage other processors to manage personal data.
- g. If possible, the Seller will help the Buyer through appropriate technical and organizational measures to perform the obligations of the Buyer in terms of responding to requests for the exercise of the rights of third parties whose personal data are being processed, specified in Chapter III of the General Data Protection Regulation while taking into account the nature of the processing of personal data.
- h. The Seller shall help the Buyer while ensuring compliance with their obligations according to Article 32 to 36 of the General Data Protection Regulation, namely while taking into account the nature of the data processing available to the Seller.
- i. In accordance with the Buyer's decision, the Seller will either erase or return all third-party personal data to the Buyer and they will erase existing copies unless European Union or Czech Republic law requires the storage of the given personal data.
- j. The Seller shall provide the Buyer with all the information necessary to demonstrate that the obligations specified in this paragraph of the Contract have been met and to enable audits, including inspections, performed by the Buyer or another auditor authorized by the Buyer, and shall contribute to these audits.

## VIII. REPURCHASE OF THE SUBJECT MATTER OF THE PURCHASE

1. The Seller shall buy all the pieces of the Subject Matter of the Purchase sold to them on the basis of the Contract, i.e. for the price specified in the Repurchase Pricelist (hereinafter referred to as the "Repurchase Price"), which consists of (i) the repurchase price of the metal, (ii) the IBIS repurchase premium and (iii) the iiplan® repurchase premium valid on the date the repurchased Subject Matter of the Purchase was delivered to the Seller (hereinafter referred to as the "Repurchase Date"). The iiplan® repurchase premium will be specified as the amount of the paid Input Price Increase corresponding to one piece of the repurchased Subject Matter of the Purchase. The maximum amount of the iiplan® repurchase premium per piece of the Subject Matter of the Purchase is specified in the Repurchase Pricelist. The repurchase price is published in the Repurchase Pricelist every business day after 18:00 p.m. with immediate effect and further with effect for the following business day and any eventual public holidays if they precede the following business day. The Repurchase Pricelist is not an offer to conclude a contract but a call to submit offers.
2. A proposal to conclude a contract on repurchase of the Subject Matter of the Purchase is submitted by the Buyer to the Seller (i) through the Customer's Account, i.e. by completing the relevant form and by its electronic signing by SMS according to Article III. paragraph 3. or (ii) by sending a copy of the signed written proposal with the wording as in the form in the Customer's Account to the e-mail address of the Seller or (iii) by sending the signed written proposal in paper form with the wording as in the form on the Customer's Account to the Seller's address. The subject matter of a proposal to conclude a contract on repurchase, which is irrevocable, is the sale of the Subject Matter of the Purchase specified for the Repurchase Price under the condition that the repurchase price of the metal will not be lower by over 10,00 % on the Repurchase Date compared to the day when the Buyer submitted the Seller with the proposal to conclude the repurchase contract (hereinafter referred to as the "Minimum Metal Price"). The Seller will accept this proposal to conclude a contract by means of the bank transfer of the Repurchase Price.



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 Seller will send the Subject Matter of the Purchase received (including postage, packaging and insurance fees according to the valid Pricelist of Fees and Services) upon the Buyer's request back to their address.
4. The Seller will perform a physical check of authenticity, fineness and general soundness of the Subject Matter of the Purchase, including the certificate and all the accessories delivered. If the Subject Matter of the Purchase or accessories of the Subject Matter of the Purchase are damaged or incomplete, the Seller is entitled to specify a lower Repurchase Price or to refuse the repurchase and to return the Subject Matter of the Purchase at the cost of the Buyer (postage, packaging and insurance fees according to the Pricelist of Fees and Services) to their address. If the Seller specifies a lower Repurchase Price, they will send a proposal to conclude the contract on repurchase to the Customer's Account and/or to the e-mail address specified in the heading of the Contract on repurchase whereas the Buyer confirms this proposal by e-mail sent to the Seller from the e-mail address specified in the contract on repurchase.

## IX. FINAL PROVISIONS

1. This Contract will be transferred to a legal successor of the Buyer. The Contract or Partial Contract can be assigned to another person and the obligations arising out of this Contract can be transferred to another person based on the Contract on the Assignment of Rights and Takeover of Obligations. In the event of the Buyer's death, the Seller is entitled and obliged to notify the body performing inheritance proceedings, upon its call, of the status of the business relations with the Buyer on the date of death, whereupon settlement will be performed with their legal beneficiary after the final decision on inheritance is submitted to the Seller.
2. This will be delivered to the addresses specified in the heading. Where specified by this Contract between the contracting parties, it will be delivered to the e-mail addresses specified in the heading or, in the case of the Buyer, to their Customer's Account.
3. Unless the Contract expressly includes other provisions, the legal relationship between the contracting parties will be governed by valid legislation of the Czech Republic, especially Act No. 89/2012, the Civil Code, as amended.
4. The contracting parties confirm they have read the Contract, they agree with its content, and that it has been drawn up based on their true and genuine wills, clearly and definitely, not under duress or under any obviously disadvantageous conditions. If the Buyer has entered into a contract of marriage or registered partnership, they declare that their husband/wife or registered partner agrees with the conclusion of the Contract.
5. By accepting the proposal to conclude the Contract, the Buyer confirms it sufficiently familiarized itself in advance with the Information Provided to the Interested Party before concluding the iiplan® Purchase Contract (hereinafter referred to as the "Information") which they received together with this proposal for the Contract, that they understand the Information provided and that any eventual questions regarding this Information have been properly answered by the Seller.
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.

## X. OUT-OF-COURT DISPUTE SETTLEMENT

1. The Buyer as a consumer is entitled to out-of-court consumer dispute settlement. The entity responsible for out-of-court consumer dispute settlement is the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)). The Buyer is entitled to initiate out-of-court dispute settlement only if they fail to solve a dispute with the Seller. The Buyer shall prove this fact to the Czech Trade Inspection Authority. The Buyer is entitled to submit a proposal to the Czech Trade Inspection Authority at the latest within 1 year from the day they first exercised their right, which is the subject-matter of the dispute, with the Seller. An out-of-court consumer dispute settlement is not subject to any charge. Limitation periods will not run from the initiation of an out-of-court consumer dispute settlement. The above-mentioned procedure is without prejudice to the Buyer's right to submit their claim to a court. The courts having jurisdiction in accordance with the laws of the Czech Republic will be entitled to decide disputes arising from the concluded Contract.

**XI.****ACCEPTANCE OF THE CONTRACT PROPOSAL AND AMENDMENTS TO THE CONTRACT**

1. A proposal to conclude the Contract will be sent to the Buyer in PDF format to their Customer's Account and/or e-mail address specified in the heading of the Contract. The Contract will be concluded by the Buyer by making a bank transfer to the Seller's account specified in the heading of this Contract or on the Seller's Website. This payment must be made from the account specified in the heading of the Contract owned by the Buyer or the Buyer's wife/husband or registered partner specified in the heading of the Contract as the account owner. The payment will be made at least in the amount of 4,00 EUR using the Contract number as variable symbol (hereinafter referred to as the "confirmation payment").
2. The Contract is concluded at the moment of crediting the confirmation payment to the Seller's account. The confirmation payment must be credited to the Seller's account at the latest by 11:00 a.m. on the 15th calendar day from the day the Buyer receives the proposal to conclude the Contract to their Customer's Account and/or e-mail address specified in the heading of the Contract. If the last day is not a business day, the last day of the deadline for accepting a proposal to conclude the Contract will be transferred to the next business day. The Seller will confirm to the Buyer the conclusion of the Contract by means of a message sent to their Customer's Account or e-mail address. If the payment is made from the wife's/husband's or registered partner's account, the Buyer declares they made the payment themselves or it was made by the account owner acting as the Buyer's representative.
3. The confirmation payment (after the deduction of the relevant bank fees when paying from other-currency accounts in the Czech Republic and Slovak Republic and when paying from other countries) will be used to pay for the Input Price Increase and/or to buy the investment metal in the ratio according to the contract type chosen.
4. If the Seller receives the confirmation payment, however without a variable symbol or with an incorrect variable symbol, the Seller will inform the Buyer of this fact through their Customer's Account and/or e-mail address. Subsequently, the Buyer has 7 business days to properly identify the confirmation payment through the e-mail address specified in the heading of the Contract, while specifying (i) the date of payment, (ii) the amount of payment, (iii) the account number, (iv) the name of the account owner, and (v) the correct variable symbol in the e-mail. The Seller will then confirm the conclusion of the Contract by sending a message to the Customer's Account and/or e-mail address of the Buyer. The Contract will be concluded when the Buyer receives the confirmation message from the Seller to their Customer's Account and/or e-mail address. To avoid any doubts, it will be specified that the Seller can confirm the conclusion of the Contract even if they receive an e-mail from the Buyer sufficiently identifying the confirmation payment according to the above-mentioned later than in the required period.
5. If the Seller receives the confirmation payment later than within the period specified in Article XI. paragraph 2., the Contract will be concluded only if the Seller notifies the Buyer of this fact to their e-mail address and/or Customer's Account at the latest within 5 business days from the date this payment is received.
6. The acceptance of an offer to conclude the Contract with an amendment or deviation is excluded in advance unless it is an amendment whose written proposal to conclude is sent by the Seller to the Buyer to their e-mail address specified in the heading of the Contract together with the Contract. In this case, the Contract is concluded under the above-mentioned conditions as amended.
7. Amendments to the Contract must always be made by means of written paper amendments and/or by completing the relevant forms on the Customer's Account, which will then be electronically signed by means of SMS according to Article III. paragraph 3. If the subject matter of an amendment to the Contract is a change to the phone number of the Buyer, the amendment must be always made in written paper form.
8. The Seller shall have the right, and in certain cases the obligation, to identify, check and verify the Buyer, inter alia, with respect to the Buyer's creditworthiness, measures to counter money laundering and terrorist financing (including, where applicable, intensified identification and checks of the Buyer), and the implementation of international or national sanctions and measures to counter fraud and unfair or speculative trading. As part of such identification, checks and verification, the Seller, at the Seller's own discretion, may require the Buyer to provide additional information and/or documents. Should the Buyer fail to provide the requested information or documents to the Seller within a reasonable period of time, or should the Seller's doubts about the facts under review or verification persist even after the provision of such information or documents, the Seller may: (i) terminate the Contract without further notice; or (ii) refuse to process a payment or other performance by or for the benefit of the Buyer. This shall be without prejudice to the Seller's rights and obligations under mandatory provisions of law. Where the Buyer is identified by means of a control payment pursuant to Act No 253/2008 on certain measures to combat money laundering and terrorist financing, the Buyer undertakes to fulfil all obligations arising from that Act and to provide the Seller with the necessary cooperation.

Partner, number

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

Full Name

Number

E-mail

Mobile Phone



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

Praha, 20.05.2025