

General Terms and Conditions of Business of Golden Gates Edelmetalle AG

I. Contracting Party of the Customer

GOLDEN GATES Edelmetalle AG, entered in the commercial register of the Dresden Local Court ("Amtsgericht") under the number HRB 40974.

Legal Representative: the board of management members with sole power of representation Mr Herbert Behr and Mr Constantin Behr, both of whom have their business address at Demianiplatz 21/22, D-02826 Görlitz.

Business address and sole branch of Golden Gates Edelmetalle AG:

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II. General Part of the General Terms and Conditions of Business of Golden Gates Edelmetalle AG

II.1. Scope

(1) The following General Terms and Conditions of Business apply to the entire business association between Golden Gates Edelmetalle AG (hereinafter also referred to as the "Company") with consumers and companies (hereinafter "Customer(s)").

(2) Consumers are those within the meaning of BGB (German Civil Code).

(3) The Customer acknowledges the validity of these General Terms and Conditions of Business by way of signing the "Purchase Offer" contract form.

(4) These General Terms and Conditions of Business apply exclusively, including if the Customer is an entrepreneur. Counter confirmation by the Customer with reference to the validity of its own terms and conditions of business is hereby rejected. Variations from and supplementary information regarding these Terms and Conditions of Business shall only be valid if confirmed in writing by the Company. If the General Terms and Conditions of Business of the Company and those of the Customer are in conflict regardless of the aforementioned provisions, the regulations set out here shall have preference.

II.2. Purchase Contract Subject Matter, Company as a Third Party Stated by the Customer for the Delivery

(1) The Company shall sell to the Customer, in each case at the Customer's discretion, precious and/or technology Metals (hereinafter also referred to as "Metals"). In addition, the Company offers to store the Metals by way of collective storage. To that end in addition to the purchase contract the Customer may enter into a storage contract with the Company in accordance with the regulations set out in Section III. Storage Conditions.

If the Customer wishes to store the Metals, the subject matter of the purchase contract entered into by the Company and the Customer consists of the granting of co-shares in collective security holdings of the respective stored Metal based on fractions in favour of the Customer.

If and to the extent that the Company and the Customer do not agree on storage of the Metals, Section III. "Storage Conditions" of these General Terms and Conditions of Business of the Company shall not apply in relation to the Customer. In such a case, the subject matter of the purchase contract is the handover and transfer of ownership of the Metals defined in the offer form to the Customer such that the Customer can acquire sole ownership of the Metals.

As part of the purchase contract, the Customer is free to choose whether or not to enter into a one-off purchase of a certain Metal quantity, which is determined on the basis of the purchase price element „buying price" or enter into an instalment delivery contract (hereinafter also "regular purchase") for which a certain Metal quantity is sold to the Customer each month, which is determined on the basis of the purchase price element „buying price".

If the Customer wishes to make a one-off purchase of gold bars, gold coins or silver coins, the Customer is free to choose whether or not to store such Metals by way of collective storage by the Company and therefore enter into a separate storage contract with the Company or, instead, make arrangements for delivery of the Metals to the Customer's place of residence.

If the Customer wishes to make a one-off purchase of technology Metals or silver, palladium or platinum bars, the Company shall only offer these on condition that such Metals are initially stored by way of collective storage by the Company such that a storage contract will need to be entered into additionally as a compulsory requirement. The issue of the technology Metals shall, thereupon, be based on III.6. of the storage conditions.

Furthermore, the Company provides the option of entering into instalment delivery contracts for gold bars, gold coins, silver coins, technology Metals or silver, palladium or platinum bars similarly only on condition that the Metals are initially stored by way of collective storage such that a storage contract will need to be entered into additionally as a compulsory requirement. The issue of the Metals shall, thereupon, be based on III.6 of the storage conditions.

Delivery of the Metals, irrespective of whether via delivery as part of a one-off purchase or as part of the issue in accordance with the storage conditions shall apply in all cases via a valuables-in transit company, valuables transit services or via courier services. The risk of possible loss of and deterioration in the Metals shall, in the case of sending, only pass to the Customer or to a third party stated by the Customer upon handover. The Company and the Customer agree that the Company shall be a third party stated by the Customer if the Customer would like to make arrangements for collective storage by the Company.

The handover shall be deemed to have occurred if the Customer is in default of acceptance in the capacity of creditor.

(2) The Metals, which may be the subject matter of contract on the basis of these General Terms and Conditions of Business of the Company, are of average type and quality and have the specifications set out below. Therefore, obligations in kind are agreed upon. The Metals, which may be the subject matter of contract on the basis of these General Terms and Conditions of Business of the Company, have the following specifications:

a. Gold bars (999.9/1000) in various weights with the "good delivery" standard of the London Bullion Market Association (LBMA) of renowned producers (e.g. Umicore, Heraeus and Argor Heraeus) and recognised mints in a condition that is customary in the banking industry, and in original packaging. The internationally recognised mints include all those that are recognised by the LBMA or a comparable precious Metal association.

b. Fine gold coins (Krugerrand, Vienna Philharmonic, Maple Leaf, Australian Kangaroo and Noah's Ark) in various weights in a condition that is customary in the banking industry, and in original packaging.

c. Silver coin Noah's Ark (999/1000) in mint condition and original packaging.

d. Silver bars (999/1000) in various weights, in a condition that is customary in banking industry and in original packaging. The raw materials for silver bar production are sourced exclusively from LBMA-certified and approved suppliers.

e. Platinum bars (999.5/1000) and palladium bars (999.5/1000) in various weights in a condition that is customary in the banking industry, and in original packaging.

f. Gallium (min. 99.999% purity) in original packaging in 1 kg PET bottles

g. Germanium (at least 99.999% purity) in original packaging in ingot form from 800 to 1,600 grams

h. Hafnium (hafnium + zirconium (Zr) at least 99.9% (Zr share < 0.2% of 99.9%) in bar form of approximately 1 kg -1.5 kg

i. Indium (at least 99.995% purity) in original packaging in bar form of 500 grams and 1,000 grams

(3) The Company only undertakes to grant co-ownership according to fractions, or bring about sole ownership for the Customer, to the extent that the Customer has made adequate payments in respect of the due purchase price amounts.

(4) In the absence of an agreement to the contrary, the Customer undertakes to make advance payments.

II.3. Entering into the Purchase Contract

(1) The Company's offers are subject to change without notice and are non-binding. They merely constitute invitations for the Customer to make offers ("invitatio ad offerendum").

(2) A purchase contract between a Customer and the Company is brought about upon the Company's declaration of acceptance of the Customer's purchase offer. The company is, at all times, free to reject a purchase offer. The Company's declaration of acceptance may be made either by telephone or in text form or by conclusive actions, in particular, depending on the Customer's choice, by delivering the Metal to the Customer or by placing the Metal ordered by the Customer in the respective Metal collective stock, of which the Customer will be informed by way of corresponding notification in the Company's free digital Customer portal. The Customer agrees to receive notifications from the Company about the deposit of the Metal ordered by the Customer via the digital, password-protected, Customer portal, which can be accessed on the internet at <https://goldengates.app>. The relevant Customer App can be downloaded via the Google Play Store at https://play.google.com/store/apps/details?id=digitalwert.de.goldengates_customerportal and the Apple App Store at <https://apps.apple.com/de/app/golden-gates/id1437886979>. In view of the fact that the Customer is granted co-ownership based on fractions when the Metals are deposited and the weight of the collective stock of a type of Metal in a deposit can be measured in grams and, in the case of coins, in ounces (1 ounce equals 31.104 grams), and the weight of the quantity of Metal deposited for the respective Customer can also be measured in grams/ounces at the time of deposit in the collective stock, the Company determines the Customer's co-ownership share via fractions when depositing in the respective collective stock on the basis of the gram or ounce unit of the respective Metal and shows the Customer its respective co-ownership share based on fractions as „gram/ounce stock". The "gram/ounce stock" is updated every workday and can also be fractions of a gram/ounce. It is therefore stated at up to four decimal places in the Customer portal.

(3) If the Customer has not entered into a storage contract with the Company, the Customer may nevertheless use the Customer portal to read how many grams of the Metal it ordered have been delivered to the Customer.

II.4. Purchase Price, Delivery Costs, Taxes, Customs Duties, Levies and fees

(1) The purchase price to be paid by the Customer shall consist of two components, namely the "buying price" on the one hand and the "purchase fee" on the other, both of which are stated in euros in the "purchase" offer contract form. The "buying price" between the Company and the Customer for the Metals that are the subject matter of contract in the weight units or designs stated therein refers to the Company's price list, which is up-to-date at the time defined in the following Sub-Section 2, Sentence 2, and which can be viewed at any time at <http://www.goldengates.de/de/preise>. The Metal

prices contained in this price list of the Company are shown per ounce for gold and silver coins and per gram for the other Metals such that the quantity of Metal which the Customer wishes to purchase on the basis of the "buying price" requested by the Customer can be determined on the basis of the Company's price list. The Metal prices and therefore the „buying price“ are based on the relevant purchase prices that are authoritative for the Company and are subject to constant fluctuations due to the London fixing and/or trading prices as well as the Euro/US dollar exchange rate over which the Company has no influence. The Company's price list is therefore updated daily with regard to the prices of precious Metals and at least twice a week with regard to technology Metals, and is published by the Company at <http://www.goldengates.de/de/preise>.

A further purchase price element, which the Customer is to pay to the Company, is the so-called "purchase fee". In the case of one-off purchases, the purchase fee is a percentage surcharge on the „buying price“, the specific amount of which is also stated in the offer form.

In the case of instalment delivery contracts, the purchase price is also made up of the two components "buying price" and "purchase fee". The "buying price", which is payable monthly and is agreed for the term of contract, is stated in the "purchase offer" contract form. The monthly quantity of Metal ordered by the Customer shall be considered separately for each month during the term of the Contract in accordance with the "buying price" in conjunction with the Company's price list (see sub-section (1) above). The „purchase fee“, which is a further purchase price element in addition to the „buying price“, does not arise monthly in the case of instalment delivery contracts but only once and is due immediately upon entering into the contract. The „purchase fee“ is therefore not a fixed percentage surcharge in relation to the individual monthly „buying prices“ in the case of instalment delivery contracts. The amount of the „purchase fee“ is also stated in the „purchase offer“ contract form.

(2) The Metal prices are available online at <http://www.goldengates.de/de/preise> and can be viewed by the Customer at any time with the purchase offer form. The Customer and the Company agree that the amount of the „Purchase Price“ shall be determined by the Company's price list(s), which is/are up-to-date on the date on which the Company itself purchases Metals in respect of the Customer's purchase offer, whether this is a one-off purchase in the case of a one-off purchase agreement or monthly for the term of the contract in the case of an instalment supply agreement. A Company price list about further costs, which are not purchase price elements, shall be made available to the Customer for guidance, in conjunction with the purchase offer form, and such a price list shall be updated at irregular intervals with regard to this cost item.

(3) If the Customer requests delivery of the Metals by the Company to its place of residence or to a storage facility for the purpose of collective storage, the Customer shall bear the delivery costs in accordance with the Company's price list that is valid at the time of delivery. The amount set out in such a price list shall depend, inter alia, on the location of the place of delivery and the quantity delivered. Such costs fall due for payment immediately upon entering into the contract. The respective current delivery costs are similarly published in a price list of the Company at <http://www.goldengates.de/de/preisliste>, which is updated at irregular intervals with regard to this cost item. The amount of the delivery costs is determined by the Company's current price list at the time of the Customer's request for delivery. The Customer shall receive a price list for guidance with the purchase offer form.

(4) Any collection of the Metals by the Customer shall be free of charge for the Customer, apart from any costs incurred by the Customer as a result of the collection (e.g. travel costs).

(5) Any taxes, customs duties, levies or fees etc. shall be borne solely by the Customer.

II.5. Right to Withdraw from the Purchase Contract

In the case of a contract entered into outside business premises or by way of distance selling, there shall be no right of withdrawal in accordance with Section 312 g(2), Sentence 1, No. 8, BGB, (German Civil Code) if the subject matter of the contract is the delivery of goods or services the price of which is subject to fluctuations on the financial market over which the company has no influence and which may occur within the withdrawal period.

In the case of a contract for a one-off purchase entered into outside business premises or by way of distance selling, there shall be no right of withdrawal in accordance with Section 312 g(2), Sentence 1, No. 8, BGB, because the object of the contract is the delivery of goods whose two price components, namely „buying price“ and its percentage mark-up "purchase fee", are subject to fluctuations on the financial market over which the Company has no influence and which may occur within the withdrawal period.

In the case of a contract for a one-off purchase, which is neither entered into outside business premises nor by way of distance selling, there shall be no right of withdrawal. The Company does not intend to enter into contracts for a one-off purchase in such a way that neither occurs outside of business premises nor by way of distance selling. In the case of an instalment delivery contract entered into outside business premises or by way of distance selling, a right of withdrawal in accordance with Section 312 g(1), BGB, in accordance with Section 355, BGB, shall apply. With regard to the details of the right of withdrawal, reference is made to the withdrawal notice for the instalment delivery contract with the sample withdrawal form, which shall be made available to the Customer with the "purchase offer" contract form.

In the case of an instalment delivery contract, which is neither entered into outside business premises nor by way of distance selling, a right of withdrawal shall apply in accordance with Section 510(2), BGB, an in accordance with Section 355, BGB, however, in accordance with Section 510(3) BGB, not to the extent stipulated in Section

491(2), Sentence 2, Nos. 1 to 5, (3), Sentence 2 and (4). The Company does not intend to enter into instalment delivery contracts in such a way that this does not apply either outside business premises or by way of distance selling. In the event of an effective withdrawal, the Company shall collect the Metals at its own cost irrespective of whether the delivery of the Metals up until expiry of the withdrawal period was made at the Customer's request to the operator of a storage facility for the purpose of collective storage of the Metals there by the Company, irrespective of whether or not delivery of the Metals up until expiry of the withdrawal period was made at the Customer's request to the Customer's place of residence.

II.6. One-off purchase

The following shall apply in the event of a one-off purchase:

(1) The Customer shall state the amount of the desired "buying price" and any specifications of the Metal desired by the Customer in the purchase offer form. Similarly, the "purchase fee" amount is also stated in the offer form. Payment of the "buying price" and the "purchase fee" is to be made immediately upon entering into the contract, i.e. as soon as the Company has accepted the Customer's offer. The Customer undertakes to pay in advance. The Company shall procure the corresponding Metals within two value dates at the latest following receipt of payment of the "buying price" and the "purchase fee" and shall initiate delivery of the Metals to the Customer or deposit of the Metals purchased by way of a one-off purchase in the collective stock in favour of the Customer within three days at the latest following receipt of the "buying price" and the „purchase fee“.

The agreed Metal quantity shall be determined by way of the Company's price list that is valid on the appointed date for the Company's cover based on the "buying price".

(2) If the Customer does not pay the "buying price" and the "purchase fee" or does not pay them in full following the due date despite a reminder issued by the Company, the Company shall do not undertake to render the service incumbent upon the Company.

(3) Delivery and transfer of ownership of the Metal shall apply upon delivery of the Metal to the Customer if the Customer requests delivery to its place of residence or upon handover to the Customer if the Customer collects the Metal. The Company and the Customer are, insofar, in agreement in each case on the transfer of ownership.

(4) If the Customer requests delivery to a high-security warehouse for the purpose of storage by the Company, the Customer and the Company are already in agreement at this point in time such that the Company, by way of the honouring of the purchase contract in full by the Company, grants the Customer co-ownership according to fractions of the collective stock of the relevant Metal type in the relevant high-security warehouse, whereby the collective stock shall consist of all Metals of the relevant Metal type in its (indirect) possession in the relevant high-security warehouse. In view of the fact that the weight of the collective stock of a Metal type in a deposit can be measured in grams and, in the case of coins, in ounces (1 ounce equals 31.104 grams) and the weight of the quantity of Metal ordered by the respective Customer can also be measured in grams or ounces at the time of the deposit in the collective stock, the Company shall determine the Customer's co-ownership share by fractions at the time of the deposits in the respective collective stock on the basis of the units grams or ounces of the respective Metal, and allocate to the Customer its respective co-ownership share based on fractions as the "gram/ounce stock". The "gram/ounce stock" is updated every workday and can also be fractions of a gram/ounce. It is therefore stated at up to four decimal places in the Customer portal. The Company and the Customer are, insofar, in agreement on the transfer of ownership in this respect. The Customer consents to receipt of the Company's notification of transfer of the Metal quantity ordered by the Customer to the collective stock via the password-protected Customer Portal (see II.3.).

II.7. Regular Purchase, No Reimbursement in the Event of Termination

The following shall apply in the event of a regular purchase or an instalment delivery contract:

(1) The Customer shall state the amount of the desired monthly "buying price", and any Metal specifications it requests, in the purchase offer form. Similarly, the "purchase fee" amount is also stated in the offer form.

(2) The amount of the monthly "buying price" is selected by the Customer in the purchase offer form. Payment of the monthly „buying price“ is due on the 20th day of the calendar month following acceptance of the purchase offer by the Company. During the term of contract, the Company shall procure the corresponding Metals within seven working days at the latest following the due date of the monthly "buying price" and shall initiate delivery of the Metals to the Customer or deposit of the Metals ordered monthly by the Customer in the collective stock in favour of the Customer within nine working days at the latest following the due date of the monthly "buying price".

The agreed monthly Metal quantity shall be determined on the basis of the Company's price list that is valid on the appointed date of the respective monthly cover of the Company based on the "buying price".

(3) The "purchase fee" falls due for payment immediately upon entering into the contract.

(4) The minimum monthly "buying price" to be paid by the Customer is stated in the purchase offer form ("minimum monthly buying price"). An option of a payment break totalling 24 months shall apply during the term of contract.

(5) If the Customer does not pay the purchase price or does not pay it in full following the due date despite a reminder issued by the Company, irrespective whether on a due „buying price“ as a purchase price element or on a due "purchase fee", the Customer shall be deemed in default. In the event of default on the part of the Customer, the Company shall be entitled to refuse the performance incumbent upon the Company.

(6) Delivery and transfer of ownership of the Metal shall apply by way of monthly

delivery of the Metal to the Customer if the Customer requests delivery to its place residence or upon monthly handover to the Customer if the Customer collects the Metal. The Company and the Customer are, insofar, in agreement in each case on the transfer of ownership.

(7) If the Customer requests monthly delivery to a high-security warehouse for storage by the Company, the Customer and the Company are already in agreement at this point in time such that the Company shall grant the Customer, by way of the honouring in full of the monthly instalment delivery by the Company, further co-ownership each month in fractions of the collective stock of the relevant Metal type in the relevant high-security warehouse, whereby the collective stock shall consist of all Metals of the relevant Metal type in its (indirect) possession in the relevant high-security warehouse. In view of the fact that the weight of the collective stock of a Metal type in a storage facility can be measured in grams and, in the case of coins, in ounces (1 ounce equals 31.104 grams) and the weight of the quantity of Metal ordered by the respective Customer on a monthly basis at the time of deposit in the collective stock can also be measured in grams or ounces, the Company shall determine the Customer's fractional co-ownership share at the time of the respective monthly deposit in the respective collective stock on the basis of the unit grams or ounces of the respective Metal and shall show the Customer its respective fractional co-ownership share as "gram/ounce stock". The "gram/ounce stock" is updated every workday and can also be fractions of a gram/ounce. It is therefore stated at up to four decimal places in the Customer portal. The Company and the Customer are, insofar, in agreement in this respect about the respective transfer of ownership. The Customer agrees to receipt of the monthly notification of the Company regarding the deposit of the monthly Metal quantities ordered by the Customer in the collective stock via the password-protected Customer portal (see II.3.).

(8) If a fixed term of up to two years is proposed in the purchase offer form, the term of contract shall end automatically upon expiry of the fixed term. If the Customer selects a fixed term of more than two years in the purchase offer form, this shall be deemed to be a contract for an indefinite period within the meaning of sub-section 9 below. If a fixed term is agreed, the Customer has the option of taking a payment break of up to 24 months following prior notification. However, any obligation to perform on the part of the Company shall then cease.

(9) If no fixed term is proposed in the purchase offer form, the contract shall run for an indefinite period. The Customer shall then have a right of termination that may be exercised at any time, initially at the end of two years, since entering into the contract by way of a notice period of two weeks to take effect at the end of a calendar month.

(10) The contract shall normally end following expiry of the contract term and regardless of whether all agreed monthly purchase amounts have been paid by the Customer. This means that the Customer does not undertake to make further payments to the Company following expiry of the contract term, including if it has not paid all the monthly agreed „buying prices“ and/or the „purchase fee“. In turn, the Customer shall, for its Part, Have No Claim against the Company for Reimbursement of Amounts paid to the Company if the Contract is Terminated on Its Part, whether by Way of Termination Before Expiry of a Minimum Contract Term or by Way of Termination in the Case of an Indefinite Term.

(11) This does not affect the right to terminate without notice in each case.

II.8. Warranty Rights, Limitation on Liability and Claims for Damages

(1) As a matter of principle, the Company is required to provide Metals of average kind and quality only in the sense of an obligation in kind, unless it has fraudulently concealed a defect or assumed a guarantee for the quality of the item. In other respects, the statutory provisions on material defects and defects in title shall apply.

(2) The Company shall only be liable for damage caused by an intentional or grossly negligent violation of an obligation by the Company or its legal representatives or its vicarious agents. The above exclusion of liability does not apply to damages resulting from loss of life, physical injury and or detrimental effects on health that are based on an intentional or negligent violation of an obligation by the Company or its legal representatives or its vicarious agents. The above exclusion of liability similarly excludes damages arising from the breach of key contractual obligations, i.e. obligations the honouring of which renders proper performance of the contract at all possible. With regard to the latter damage, liability shall only apply to the amount of the foreseeable damage that is typical for the contract unless a Metal specification promised by the Company to the Customer is specifically intended to protect the Customer with regard to damage exceeding the foreseeable damage that is typical for the contract.

II.9. Customer's Right to Inspect

It is incumbent upon the Customer to inspect the Metals for any defects if it would like to assert any claims for defects. The Customer is entitled to inspect the Metal in dealings with the Company, irrespective of whether it has the Metals sold to the Customer at its place of residence or whether they are being collectively stored by the Company. In the latter case, the Customer may inspect the Metals by commissioning an auditor and at its own expense, for security reasons, however, only if the respective depository in which the Metals in question are located has granted its express consent.

II.10. Customer's Right of Disposal

The Customer is entitled to independently dispose of its co-ownership fraction of the respective collective stock of Metals, in particular to transfer or encumber it in full or in part against payment or free of charge, including for example to pledge such co-ownership fraction. However, the Customer undertakes in dealings with the Company to dispose of its fractional co-ownership share only if it is guaranteed that all provisions of the contracts entered by the Customer and the Company also apply with effect for and against its special rights successor favoured by way of the disposal. The Custo-

mer must notify the Company of disposal of its fractional co-ownership share within two weeks at the latest following the disposal.

III. Storage Conditions

III.1. Entering into the Storage Contract

(1) The Company's offers are subject to change without notice and are non-binding. They merely constitute invitations for the Customer to make offers ("invitatio ad offerendum").

(2) Storage contracts entered into by Customers and the Company are brought about by way of the Company's declaration of acceptance of the Customer's offer, which the Customer may declare in the offer form. The Company is free to reject an offer to enter into a storage contract. The declaration of acceptance by the Company may be made either by telephone or in text form or by conclusive action, in particular by depositing the Metal ordered by the Customer with the Company in the respective Metal collective stock, of which the Customer is informed by corresponding notification in the Company's digital Customer portal. The Customer agrees to receipt of the Company's notifications regarding the deposit of the Metal ordered by the Customer via the digital, password-protected Customer portal, which can be accessed on the internet at <https://goldengates.app>. The relevant Customer App can be downloaded at the Google Play Store at https://play.google.com/store/apps/details?id=digitalwert.de.goldengates_customerportal and at the Apple App Store at <https://apps.apple.com/de/app/golden-gates/id1437886979>.

III.2. Content of the Storage Contract, Collective Storage, Elimination by Way of Agreement of Sections 744, 745 BGB, Exclusion of the Right to Rescind the Community of Part-Owners

(1) The storage of physical Metals against payment shall be performed by the Company in high-security warehouses in accordance with item II.2 (3). The Company shall perform the regular storage there for the Customer by way of collective storage separately from its own Metal stocks. The Company shall not acquire ownership of the Metal by delivering the Metal. The Metals shall be held in collective storage for each Metal type, which shall consist of Metals of one type of Metal of which the Company has taken possession for its Customers for the purpose of storage. The Customer Expressly Consents to the Collective Storage of the Respective Metal. A negative Metal balance of the Customer is ruled out because only physical Metals are stored on behalf of Customers.

(2) The Statutory Provisions of Sections 744, 745, BGB, in Respect of Collective Storage are Expressly Ruled Out As Is the Right to Rescind the Community of Part-Owners, Which Shall Also Continue to Apply Beyond the Customer's Death. This shall apply in each case equally to the agreement on collective storage of the Metal and to any legal successors of the Customer. The Company shall be entitled to take from the respective collective stock the quantity of Metal in grams to which a Customer is entitled to deliver it to the relevant Customer or to hand it over to the relevant Customer.

(3) The storage facilities are the high-security warehouses of pro aurum, Germany, in Munich as well as GoldInvest, Austria, in Vienna for gold; Geiger Edelmetalle AG, Germany, in Rötha OT Espenhain for gold and silver coins, Loomis International AG, Switzerland, (bonded warehouse, Zurich-Kloten) silver bars, platinum bars and palladium bars as well as of Metlock GmbH, Germany, (bonded warehouse, Frankfurt/M.) for the technology Metals. The Company reserves the right to change the storage locations, in particular in the event that it becomes aware of security risks of a high-security storage facility used to date. The Customer shall be informed in advance of an intended change and shall have the opportunity to object. If the Customer does not object within one month of receiving the information, the change of storage location shall be deemed to have been approved. The Company shall expressly draw the Customer's attention to this legal consequence when furnishing the information.

(4) Storage is insured against theft, fire and water damage.

(5) In return for the storage, the Customer undertakes to pay to the Company the current storage costs in accordance with the Company's price list. The storage costs fall due annually on 31.01. for gold bars and gold coins, on 31.01. and 30.7. for silver coins, silver, platinum and palladium, and in each case quarterly on 31.01., 30.04., 30.07. and 31.10. of a calendar year for the preceding accounting period in the case of technology Metals. The Company's price list shall be updated at irregular intervals with regard to the item storage costs and shall be published by the Company at <https://www.goldengates.de/de/preisliste>. The storage costs are determined on the basis of the "gram/ounce stock" of the Customer held in storage by the Company for the Customer, calculated on the basis of the daily closing price of the respective Metal in € plus 3 %.

A Company list shall be made available to the Customer for guidance in conjunction with the purchase offer form, which includes the option of submitting an offer to enter into a storage contract.

III.3. Taxes, Customs Duties, Levies or Charges

Any taxes, customs duties, levies or fees etc. shall be borne solely by the Customer.

III.4. Obligations on the Part of the Company

The Company's obligations merely consist of the proper storing of the Metals surrendered for storage. The Company may not participate in any precious Metal lending transactions and may not lend any precious or technology Metals.

III.5. Term of the Storage Contract, Termination

The storage contract is entered into for an unlimited period of time. The storage contract may be terminated any time, without complying with a notice period, by both

the Customer and the Company. Termination is subject to the text form in accordance with Section 126b BGB.

III.6. Claim for Return

As a result of an effective termination of the storage contract, the Customer shall be entitled to demand the return of a Metal quantity of the type and weight held in collective storage for the Customer.

Without the necessity of terminating the storage contract, the Customer may demand surrender of the following Metals of the following type and size during the term of contract, in each case depending on the quantity and type of Metal stored for the Customer in the collective storage facility:

- Gold bars in bar sizes of at least 50 grams

- Gold coins in 1-ounce coins

- Silver coins in coin packages of 40 pieces of 1 ounce each.

In general, the Customer shall have no claim to the surrender of a certain denomination, Metals of a certain manufacturer or Metals of a certain specification unless this has been expressly agreed.

The following applies both to the surrender following termination of the storage contract and surrender during the term of the contract:

The Customer may, following prior notice, collect the Metal from the high-security storage facility where the relevant collective stock of the Metal in question is located. In accordance with III.3., the Customer shall bear potential travelling expenses and potential telecommunication costs incurred in that regard for the purpose of arranging a collection date.

An agreement on delivery of the Metal to the Customer is possible instead of collection of the Metal by the Customer. The resulting delivery costs shall be paid by the Customer by way of advance payment. In other respects, reference is made to II.4. (3) of these Terms and Conditions of Business.

the Customer and the Company. Termination is subject to the text form in accordance with Section 126b BGB.

III.7. Right of Withdrawal for the Storage Contract

In the case of a storage contract, which is entered into outside business premises or by way of distance selling, a right of withdrawal shall apply in accordance with Section 312 g (1), BGB, in accordance with Section 355 BGB. With regard to the details of the right of withdrawal, reference is made to the withdrawal notice regarding the storage contract in addition to the sample withdrawal form, which are made available to the Customer with the "purchase offer" contract form.

There shall be no right of withdrawal in the case of a storage contract, which is neither entered into outside business premises nor by way of distance selling.

III.8. Limitation on Liability and Claims for Damages

(1) The Company shall only be liable for damages resulting from an intentional or grossly negligent violation of an obligation on the part of the Company or its legal representatives or its vicarious agents. The above exclusion of liability does not apply to damages resulting from loss of life, physical injury and or detrimental effects on health that are based on an intentional or negligent violation of an obligation by the Company or its legal representatives or its vicarious agents. The above exclusion of liability similarly excludes damages arising from the breach of key contractual obligations, i.e. obligations the honouring of which renders proper performance of the contract at all possible. With regard to the latter damage, liability shall only apply to the amount of the foreseeable damage that is typical for the contract unless a Metal specification promised by the Company to the Customer is specifically intended to protect the Customer with regard to damage exceeding the foreseeable damage that is typical for the contract.

IV. Requirements of the German Money Laundering Act

(1) In compliance with the provisions of the German Money Laundering Act, the Customer shall be identified as part of the contract initiation by providing their name, place of birth, date of birth and nationality. To that end the Customer shall forward a copy of their valid personal identity card or passport. In addition, the Customer shall furnish further information required in accordance with the German Money Laundering Act.

(2) If the Customer is an entrepreneur, he or she shall forward the company name or description, legal form, register number, address of the head office and names of the legal representatives. If a shareholder holds more than 25 per cent of the shares in the Customer's Company, the Customer shall also furnish information about the identity of the shareholder.

(3) The Company will reject an offer by the Customer to enter into a contract if the Customer fails to furnish the required information or furnishes incomplete information or if other doubts arise in conjunction with the review of the Customer's information.

V. Final Provisions, Reservation to Make Amendments

(1) Solely the law of the Federal Republic of Germany applies to all legal relations between the Company and the Customer. This choice of law shall only apply to a Customer who is a consumer to the extent that the Customer is not thereby deprived of the protection granted by the compulsory provisions of the law of the state in which it has his habitual residence. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

(2) Görlitz is deemed the place of performance. If the Customer is a merchant, Görlitz shall similarly be deemed the place of jurisdiction for all disputes resulting from the contract. If the Customer does not have a general place of residence in the Federal Republic of Germany or if the Customer's place of residence or habitual abode is not

known at the time the action is brought, the place of jurisdiction shall similarly be Görlitz.

(3) In the event that a provision in these terms and conditions of business, or a provision as part of other agreements, is or becomes invalid or impracticable, this shall not have a detrimental effect the validity of the other provisions or agreements. An omission that arises as a result of the invalidity or impracticability of a provision of these conditions by way of supplementary interpretation of the contract with consideration given to the interests of the involved parties.

(4) The Company Reserves the Right to Amend and/or Supplement these General Terms and Conditions of Business if This is Necessary as a Result of Statutory Requirements and/or a Change in the Economic Circumstances. In such a case, the Company shall notify the Customer in writing of the amended and/or supplemented General Terms and Conditions of the Company. If the Customer does not object to the validity of the amended and/or supplemented General Terms and Conditions of the Company within one month of receipt of the written notification by the Customer, these shall be deemed to have been approved and shall therefore be deemed to be new terms and conditions of contract between the Customer and the Company. The Company shall expressly draw the Customer's attention to this consequence when sending the amended or supplemented General Terms and Conditions of the Company.

(5) The Company does not undertake and as a matter of principle is not willing to participate in dispute resolution proceedings before a consumer arbitration board in the event of disputes with a Customer in conjunction with a contract in accordance with these General Terms and Conditions of the Company. In the event of disputes, the Company shall endeavour to reach an amicable solution with the Customer. Attention is drawn to the fact that in the event of disputes in conjunction with contracts entered into by electronic means, consumers have the option of contacting the EU's online dispute resolution platform at www.ec.europa.eu/consumers/odr, which establishes contact with a competent national dispute resolution body. Furthermore, the Customer and the Company are free to bring a case before the competent court.

Withdrawal Notice

Cancellation Right

You are entitled to withdraw from this contract within fourteen days without stating reasons for such action.

The cancellation period is fourteen days and commences from the day on which you or a third party stated by you, who is not the carrier, have or has taken possession of the first goods.

To exercise your withdrawal right you need to inform us (Golden Gates Edelmetalle AG, Demianiplatz 21/22, D-02826 Görlitz, telephone number: +49.3581.8467002, Fax number: +49.3581.8467000, E-mail address: info@goldengates.de) by way of an unequivocal statement (e.g. via a letter sent by post, facsimile or an e-mail) of your decision to withdraw from this contract. You may use the enclosed sample cancellation form in that respect. However, you are not required to use that form.

To safeguard the cancellation right, it is sufficient if you forward the notification of exercising the cancellation right prior to expiry of the cancellation period.

Withdrawal Consequences

If you withdraw from this contract, we shall be required to repay to you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you a type of delivery other than the most favourable standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment we shall use the same payment method that you used in your original transaction unless something to the contrary was expressly agreed with you; under no circumstances shall we charge you fees for such a repayment.

We shall collect the goods. The cost of returning the goods shall be borne by us. You will only be required to pay for a potential loss in value of the goods if such a loss in value is attributable to handling the goods that is not required review of the quality, characteristics and proper functioning of the goods.

Sample Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it.)

- To Golden Gates Edelmetalle AG, Demianiplatz 21/22, D-02826 Görlitz, fax number: +49.3581.8467000, E-mail address: info@goldengates.de)
- I/we (*) hereby cancel the contract I/we (*) entered into for the purchase of the following goods (*)/the rendering of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the event of notification on paper)
- Date

(*) Delete as applicable.

Withdrawal Notice

Withdrawal Right

You are entitled to withdraw from this contract within fourteen days without stating reasons for such action. The withdrawal period is fourteen days from the day on which the contract is entered into.

To exercise your withdrawal right you need to inform us (Golden Gates Edelmetalle AG, Demianiplatz 21/22, D-02826 Görlitz, telephone number: +49.3581.8467002, Fax number: +49.3581.8467000, E-mail address info@goldengates.de) by way of an unequivocal statement (e.g. via a letter sent by post, facsimile or an e-mail) of your decision to withdraw from this contract. You may use the enclosed sample withdrawal form in that respect. However, you are not required to use that form.

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If you have requested that the services are to start during the withdrawal period, you shall be required to pay us a reasonable amount that corresponds to the share of the services already rendered, compared with the total scope of the services proposed in the contract, up until the time at which you inform us of the exercising of your withdrawal right in respect of this contract.

Sample Withdrawal Form

(If you wish to withdraw from the contract, please complete this form and return it.)

- To Golden Gates Edelmetalle AG, Demianiplatz 21/22, D-02826 Görlitz, fax number: +49.3581.8467000, E-mail address: info@goldengates.de)
- I/we (*) hereby cancel the contract I/we (*) entered into for the purchase of the following goods (*)/the rendering of the following service (*)
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in the event of notification on paper)
- Date

(*) Delete as applicable.

Supplementary Details for the Purchase Offer

Offer number

Notice about the Purchase Fee in the case of Entering into Instalment Delivery Contracts.

Reference is expressly made to the following:

The purchase fee agreed upon with Golden Gates Edelmetalle AG may neither be reclaimed by the Customer in full nor in part if the instalment delivery contract ends prematurely prior to expiry of a fixed term that may have been agreed upon within the meaning of II.7. (8) of the General Terms and Conditions of Business of Golden Gates Edelmetalle AG by way of termination.

I, hereby confirm that the following documents were handed over to me today,

on . . , prior to entering into the contract:

Notice about the Purchase Fee in the case of Entering into Instalment Delivery Contracts.

- General Terms and Conditions of Business of Golden Gates Edelmetalle AG
- General Terms and Conditions of Business of the Golden Gates Group
- Withdrawal notice for the instalment delivery contract
- Sample withdrawal form for the instalment delivery contract
- Notice about the purchase fee in the case of entering into instalment delivery contracts
- Withdrawal notice for the storage contract
- Sample withdrawal form for the instalment delivery contract

I confirm that I have established the identity of the Principal in his presence on the basis of the stated valid identity papers.

signature