

Gold & Silber Kontor AG

Heiligkreuz 15 · Postfach 860 · 9490 Vaduz · Liechtenstein
 Tel. +423 263 50 50 · Fax +423 263 50 52 · info@gold-silber-kontor.li · www.gold-silber-kontor.li

Precious Metals Purchase and Storage Agreement (EKL)

Mr. Mrs. spouses partnership company association foundation

First name(s)	Name(s)
ZIP code / city/place, state	street / no.
Phone number	E-Mail address
Date and place of birth	Nationality
Marital Status	Profession
ID card/passport issued by:	ID card/passport valid from to
	Number of ID card/passport

	Purchase price	plus processing fee _____ %	Total
Purchase Agreement	EUR	EUR	EUR
This purchase is:	<input type="checkbox"/> a new order <input type="checkbox"/> an addition to the stock with the no:		
Transfer of funds to:	<input type="checkbox"/> Gold & Silber Kontor AG, Heiligkreuz 15, 9490 Vaduz, Liechtenstein IBAN EUR: CH61 0900 0000 9147 8053 7 BIC/SWIFT: POFICHBEXXX Bank: Swiss Post, PostFinance, Nordring 8, 3030 Bern		
Metal allocation (100%):	Gold: ca. _____ %	Silver: ca. _____ %	
	Palladium: ca. _____ %	Platinum: ca. _____ %	
other details:			

Due diligence

Due to the (Liechtenstein) Law on Professional Duties in Financial Transactions (Sorgfaltspflichtgesetz, Due Dilligence Act) we are obliged to check the identity of the customer and that of the beneficial owner when concluding precious metal agreements. This review is carried out by the broker. The accuracy of the data is confirmed by signing the document(s).

I am/we are politically exposed person: yes no

I am/we are economically justified: yes no economically justified is: _____
 First name(s) Name(s)

Economic background/origin of assets:

business background/origin of assets property income of employment
 inheritance/donation savings financial income operations

Purpose of the assets:

Investment retirement provision Miscellaneous

Beneficial owner: The contracting party declares that the money transferred is not from an illegal source and that he himself is the beneficial owner. The party also states that he has received, read and understood the General Terms and Conditions (money laundering, tax evasion, etc.) relating to the Precious Metals Purchase and Storage Agreement (EKL) and that he accepts the contents thereof without any objection.

place, date Signature(es) customer(s) Name and signature / broker Signature / GSKAG

extra Copy passport / ID card Commercial register extract

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Data protection declaration according to the General Data Protection Regulation (EU-GDPR) for Precious Metals Purchase and Storage Agreement (EKL)

I Information about the company

Seat: Vaduz

Legal representative: Dr. René Juchler

Address for summons: Heiligkreuz 15, 9490 Vaduz

Telephone: +423 263 5050

Fax: +423 263 5052

Website: www.gold-silber-kontor.li

Email: office@gold-silber-kontor.li

II General information on data processing

1. Scope of processing personal data

We generally only collect and use personal data from our customers to the extent that this is necessary for content and services. The collection and use of our customers' personal data regularly only takes place with the customer's consent. An exception applies in cases in which obtaining prior consent is not possible for actual reasons and the processing of the data is permitted by legal regulations.

2. Legal basis for processing personal data

The following legal bases exist for the processing of your personal data:

- Consent
- Fulfillment of the contract or pre-contractual measures
- legal obligation

Safeguarding a legitimate interest of our company or a third party or the interests, fundamental rights and freedoms of the person concerned outweigh.

3. Data deletion and storage period

The personal data of those affected will be deleted or blocked as soon as the purpose of storage no longer applies. Storage can also take place if deletion conflicts with a statutory retention period. In principle, we store your data until the legal basis no longer applies.

4. Description and scope of data processing

Your data is stored on our server, which is not accessible to third parties.

The following data is absolutely necessary for contract processing:

a) Customer data:

- Salutation, title, first name, last name, date of birth, place of birth, nationality, ID number, Issuing authority ID card, ID card valid from - to
- additionally for legal entities, the company name

b) Contact details:

- Postal code, city, street/number; country c) Customer documents:

- BPA or passport, proof of identification, customer letters, powers of attorney, contract documents

- in the event of death, death certificate, certificate of inheritance, certificate of executorship
 - additionally, for legal entities, extract from the commercial register, business registration
- Since this data is absolutely necessary for contract processing, you as a user do not have any Possibility to object to processing.

The following data is voluntary information. You can object to the processing:

a) Customer data:

- Community, marital status

b) Contact details:

- Telephone, fax, cell phone, email, children, co-address

5. Disclosure and collection by third parties

Sales partners who have been identified are used to broker contracts. They are entitled to collect the data mentioned under 4.

III Rights of the person concerned

You are the data subject and you have the following rights towards us:

- a) You can request information about which personal data, of which origin, are stored about you and for what purpose. You must also be informed if your data is transferred to third parties. In this case, you must be provided with the identity of the recipient or the categories of recipients.
- b) If your personal data is incorrect or incomplete, you can request that it be corrected or supplemented.
- c) You can object to the processing of your personal data for advertising purposes. Your data must then be blocked for this purpose.
- d) You have the right to restriction of processing if you contest the accuracy of the personal data concerning you for a period that enables the controller to verify the accuracy of the personal data, the processing is unlawful and you request the deletion of the personal data reject and instead request the restriction of the use of the personal data, the controller no longer needs the personal data for the purposes of processing, but you need this to assert, exercise or defend legal claims, or if you object to the processing in accordance with Art. 21 Paragraph 1 of the GDPR and it is not yet clear whether the legitimate reasons for the

Those responsible outweigh your reasons

- e) You can request the deletion of your data. This is possible if the legal basis for data processing is missing or has ceased to exist. The same applies if the purpose of data processing no longer applies due to the passage of time or other reasons. Please note that deletion may conflict with an existing retention period or other legitimate interests of our company. We will be happy to let you know if you ask.
- f) You also have the right to object if your legitimate interest due to a personal situation outweighs the interest in processing. However, this does not apply if we are obliged to carry out the processing due to a legal regulation.
- g) Without prejudice to any other administrative or judicial remedy, you have the right to lodge a complaint with a supervisory authority if you believe that the processing of personal data concerning you violates data protection.
- h) You have the right to receive the personal data concerning you that you have provided to the person responsible in a structured, common and machine-readable format.

With his signature, the customer confirms that he has read, understood and received the data protection declaration. He expressly acknowledges the content and conditions of the data protection declaration.

Name(s), First name(s)

place, date

Signature

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General Terms and Conditions

© Gold & Silber Kontor AG, Duplication and further processing of the following General Terms and Conditions require written approval

1. Legal Relationship

The company Gold & Silber Kontor AG (GSK) deals with precious metals, sells and stores them. Legal basis are the Precious Metals Purchase and Storage Agreement (EKL) and these General Terms and Conditions. A separate EKL must be concluded for each purchase. The GSK company does not offer any investments and does not maintain any bank accounts or custody accounts.

2. Precious Metal Storage

Normally, the customer stores the purchased precious metals in form of a collective deposit. The customer is entitled to a portion of the whole. The metals are stored in Switzerland exempt from duty and VAT.

3. Fees / Interest

The annual storage fee amounts to 1.5 percent of the precious metal stock value, calculated based on the daily ask price of GSK, initially determined pro rata temporis and due on the day of the precious metal purchase and subsequently one year in advance on January 1st of each year. The fees are directly deducted from the precious metal stock value. The customer may not offset the storage fees (pro rata temporis) if selling or withdrawing the stored precious metals from the stock during the year. GSK is entitled to any accrued interest.

4. Transaction Fee

The EKL broker and the customer agree to a transaction fee of maximally 5 percent of the purchase price. The transaction fee is due and payable upon payment of the purchase price and initial conclusion as well as upon addition to the existing precious metal stock. The customer is not entitled to offset the transaction fee (pro rata temporis) if selling or withdrawing stored precious metals from the stock during the year.

5. Type and Form of the Precious Metals

The customer decides in which proportion he purchases and stores precious metals. Usually, GSK stores one kilo gold bars and silver bars weighing 1.000 ounces. Therefore the precious metals in stock are generally considered as parts of a whole. Please note that the weights of the 1.000 oz silver bars vary between approx. 900 and 1.100 ounces. Besides bars, GSK can purchase and store coins or granulates for customers. Platinum and palladium are handled the same as is gold.

6. Precious Metals Units

For vouchers, debiting and physical deliveries, GSK may specify minimum units of weight and / or pieces, such as bars and coins, with the respective details of weight in gram or ounces. The smallest unit of gold is one gram, the smallest unit for silver and granulates is one ounce. The precious metals can be stored additionally or alternatively by indicating the fine weight expressed in grams and/or ounces. As mentioned before, the ask price is fixed by GSK. Note that coins are valued without considering numismatic features such as year, quality, conservation, rareness, etc. and the customer is only entitled to the value of the material but not to any numismatic value.

7. Payment and Purchase of Products

Upon signing of the EKL, the purchase is legally binding. The right of withdrawal remains unaffected. The purchase price and the transaction fee are due at the latest on the day the withdrawal period has expired. Place of performance is the business site of GSK. The customer shall transfer the purchase price plus the transaction fee either directly to GSK or to the account of a lawyer situated in Germany being a communicating lawyer of GSK. All fees (custodian, bank, etc.) shall be borne by the customer. Upon receipt of the full purchase price in the bank account of GSK, GSK buys the precious metals for the customer within maximally five (5) banking days at the current ask prices of GSK. GSK is not liable for any currency fluctuations and exchange rates. Since the purchase of precious metals can only take place after receipt of the funds, the customer agrees to a subsequent fixing of the purchase price. The bid and ask prices of GSK are calculated based on the corresponding daily London afternoon fixing or the actual purchase prices for the according type of precious metal plus or minus a trade margin for small quantity delivery surcharges and administrative costs, insurances, transportation costs, etc. GSK publishes a general price list on its web page.

8. Stock

On a yearly basis, a stock list incl. valuation is drawn up and mailed to the address specified in the EKL. GSK must be informed in writing about any discrepancies within fourteen (14) days after receipt – otherwise the balance shown is considered as accepted. The customer shall bear any loss incurred due to late objection. Unless 1 kilo gold bars and 1.000 oz silver bars are explicitly mentioned, the stock list only shows the portion of a whole and any coins, etc.

9. Sale / Identification

All sales orders must be made in writing and a certified copy of your ID card/passport and/or certified extract from the Commercial Register must be enclosed. GSK reviews the proofs of identification submitted by the customer but shall not - in exercising due diligence - be liable for any losses incurred due to a failure of recognizing any identification deficiencies, forgeries etc. In particular, delivery addresses, co-owners, powers of attorney, last wills, etc. are irrelevant to GSK. Therefore any liability is explicitly declined by GSK. The customer shall also be liable with his stored material for any cost arising in this context. In case GSK acquires the customer's stock, the purchase is executed within five (5) banking days following the receipt of the written sales order. In this case GSK offers the customer a bid price pursuant to section 7 for the according type of precious metal. The customer may either accept this bid price offered by GSK or demand physical delivery of the precious metal, the quantity of which is identical to its money value and considering any small quantity surcharges, costs, etc. It is understood that GSK is not obliged to purchase any stock of the customer. General panic, chaotic markets or markets under forced execution, force majeure or accidental events etc. may cause significant delays in the provision of bid and ask prices as well as in overall processing. GSK does not assume any liability in those cases.

10. Physical Delivery

The customer may at any time demand the closing of his precious metal stock. However, the following must be taken into account:

- Entire precious metal bars: If the customer stores a value equivalent to one (1) kilogram of gold and/or 1.000 oz of silver or a multiple thereof, this quantity is physically delivered to him.
- Fractions: Fractions are always converted into money value pursuant to section 7. It is up to GSK to convert the money value into small quantities of precious metals according to section 6 and deliver these units. Furthermore, the customer is entitled to pay the difference adding up to the value of a precious metal bar and to then have this bar physically delivered to him. Physical delivery of the precious metals is done at the customer's cost. The customer shall pay e.g. freightage, insurance, value-added tax, administrative and processing costs, transportation fees, duties and other country-specific charges. Provision of the precious metals takes a minimum period of fourteen (14) working days.

11. Termination of the Storage Agreement

The contracting parties have the right to terminate the contract at any time in writing but must consider the processing terms according to sections 9 et seq. In case of termination, GSK reserves the right to either deliver the precious metals or to pay funds equal to their monetary value.

12. Taxes

Taxation and other fiscal effects on the customer depend on the tax legislation of the customer's abode. Only the customer assumes liability for any fiscal effects. It is recommended to seek advice from a tax expert.

13. Risk Information

Precious metals are considered as raw materials. Although their occurrence in nature is finite and they cannot be reproduced synthetically, this is not a guarantee for future and constant value enhancement. The past has shown that arbitrary market interferences from private or also governmental bodies may have significant influence on precious metal prices. Customers must be aware of possible strong volatility and possible losses when market conditions are unfavourable. We recommend not purchasing on credit. GSK does not assume any liability for losses. In addition, GSK is not liable in case of war, force majeure, erratic markets, state interventions, accidental events, etc.

14. Validity and Amendments to the General Terms and Conditions

The present General Terms and Conditions replace all previous ones. They form an integral part of the EKL. Additional oral agreements do not apply. GSK reserves the right to change the General Terms and Conditions at any time, in particular, if laws are amended. The customer will be informed of any new terms and conditions in an adequate form (in writing and in advance). They will become effective fourteen (14) days after receipt.

15. Severability Clause

If pursuant to the laws of a legal system any provision or part of a provision of these General Terms and Conditions is found to be illegal, invalid or unenforceable, the effectiveness, validity or enforceability of the other terms and conditions and the EKL remain unaffected by this.

16. Place of Jurisdiction, Applicable Law

All legal relationships of the customer with the company GSK are subject to Liechtenstein law. In case of legal proceedings the exclusive place of jurisdiction is Vaduz, Principality of Liechtenstein. GSK shall also have the right to sue a customer at any other competent court.

17. Right of Withdrawal

The customer may withdraw from the EKL in writing within fourteen (14) days after the date of signature without being obliged to state reasons. The date of the postmark is conclusive. Any funds already transferred will be reimbursed (deducting bank, escrow and administrative fees). The customer forfeits the right of withdrawal upon payment of the agreed purchase price within the period of withdrawal.

The customer confirms by signing here that he has received, read and understood the General Terms and Conditions. He explicitly accepts the contents and conditions of the General Terms and Conditions.

Name(s), First name(s)

place, date

Signature