Haggai Value Purchase HV

BB Wertmetall®
Good to have.

# BASIC DOCUMENTS

08/2026

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Aargauische Kantonalbank, BIC / Swift-Code: KBAGCH22
IBAN for payments in CHF: CH46 0076 1518 7868 4201 1
IBAN for payments in EUR: CH19 0076 1518 7868 4201 2

S-Deposito of BB Wertmetall AG: CH1002888
G-Deposito of BB Wertmetall AG: CH1002999

# GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)

## PART I OF THE BASIC DOCUMENTS

The following General Terms and Conditions (hereinafter 'GTC') are intended to clearly govern the mutual relationship between customers and BB WERTMETALL AG, with its registered office in Lenzburg and business address (Service Centre) at Grenchenstrasse 5 b, CH-2504 Biel / Bienne (hereinafter 'BB Wertmetall AG').

### 1. Scope of application and definitions

1.1 These General Terms and Conditions apply to all business relationships between BB Wertmetall AG and its customers. The company's business activities relate in particular to the purchase, sale, brokerage and safekeeping of the precious metals silver and gold, which are referred to hereinafter, as well as in forms and publications, as 'value metals'.

1.2 For certain types of business and products, the other basic documents of BB Wertmetall AG also apply, namely the Terms and Conditions of Ordering, Delivery and Payment, the Terms and Conditions for Collective Safekeeping and the Data Protection Notice for Contracts, as well as product-specific special terms and conditions (namely for the S-Deposito, G-Deposito and Haggai Constant Plan products). Any existing special terms and conditions take precedence over these General Terms and Conditions, unless they merely serve a supplementary purpose. Haggai Value Purchase, including the Safekeeping Deposit, is fully governed by Parts I to IV of the basic documents; there are no special terms and conditions applicable to this.

1.3 For the purposes of these General Terms and Conditions and the other sections of these basic documents, a ‚private customer' (consumer) is any natural person who enters into a legal transaction for purposes that are predominantly neither commercial nor related to their self-employed professional activity. 'Business customer' (entrepreneur) means any legal person governed by private or public law and any partnership with legal capacity – irrespective of whether it operates on a commercial, charitable or purely asset-management basis, including in particular associations, foundations, cooperatives, as well as holding companies and other companies – furthermore, any natural person who, at the time of concluding the legal transaction, is acting in the course of their commercial or self-employed professional activity. Mandatory statutory provisions based on a different definition of 'consumer' remain reserved.

1.4 All references to persons apply equally to all individuals. To improve readability, the simultaneous use of multiple grammatical forms has been avoided.

### 2. Contact and service details

2.1 BB Wertmetall AG's customer service may be reached as follows:

| | |
|---|---|
| E-Mail: | service@bb-wertmetall.ch |
| Tel.: | 0041 (0)62 892 48 48 |
| Post: | BB Wertmetall AG<br>Grenchenstrasse 5 b, CH-2504 Biel / Bienne<br>SWITZERLAND |
| Website: | https://bb-wertmetall.ch/ |
| Opening hours: | Monday to Friday 8:30 am to 12:00 noon<br>1:00 pm to 5:30 pm |

We reserve the right to make any changes, in accordance with https://bb-wertmetall.ch/#kontakt.

### 3. Authorisation to dispose of assets and proof of identity

3.1 The signature and authorisation rules notified to BB Wertmetall AG in writing shall apply exclusively in relation to BB Wertmetall AG, and shall remain in force until revoked in writing, notwithstanding any entries in the Commercial Register or other publications to the contrary.

3.2 The customer shall bear any loss arising from a failure to recognise defects in authenticity or forgeries, to the extent permitted by law.

3.3 The customer shall be liable for any loss or damage arising from their own or a third party's lack of legal capacity.

### 4. Notifications and complaints

4.1 Notifications from BB Wertmetall AG shall be deemed to have been effected when they have been sent to the postal or e-mail address last provided by the customer. The customer hereby consents to information being sent to their e-mail address instead of their postal address. The date of dispatch shall be presumed to be the date shown on the copies or dispatch lists held by BB Wertmetall AG, as well as the date of publication on the website.

4.2 Any complaints by the customer regarding the performance or non-performance of orders of any kind, or objections to invoices and other communications, must be raised in writing or by e-mail immediately upon receipt of the relevant notification, but

no later than within 10 days; otherwise, the performance or non-performance, as well as the relevant statements, final accounts, settlements, notifications and communications shall be deemed to have been approved. This presumption of approval is subject to BB Wertmetall AG having specifically drawn attention to this legal consequence and the time limit in the relevant notice or communication. The customer may request the correction of incorrect statements or settlements even after the time limit has expired; in this case, the burden of proof regarding the inaccuracy lies with the customer.

4.3 If an expected notification fails to materialise, the complaint must be lodged as soon as the notification would normally have been received by the customer in the ordinary course of business and via the usual postal service. In the event of a late complaint, the customer shall bear the resulting loss.

## 5. Transmission errors and execution of orders

5.1 Any damages arising from the use of post, telephone, the internet or e-mail, in particular from loss, delay, misunderstandings, garbled messages or duplicate copies, shall be borne by the customer, provided that BB Wertmetall AG is not at fault through gross negligence.

5.2 Should any loss arise as a result of the non-performance or defective performance of orders, BB Wertmetall AG shall be liable solely for the loss of interest, unless it has been made aware, in the specific case, of the imminent risk of further loss. Any liability beyond this is excluded to the extent permitted by law.

## 6. Collective custody

6.1 BB Wertmetall AG accepts the value metal goods it trades in for collective custody. The specific provisions are set out in the terms and conditions governing collective custody (Part III of these basic documents).

6.2 If the deposit account holder receives goods back from collective custody, they must report any complaints immediately. The acknowledgement of receipt releases BB Wertmetall AG from all liability, to the extent permitted by law.

## 7. Data protection

7.1 With regard to data protection, the data protection information for contracts (Part IV of these Basic Documents) and the data protection statement on the BB Wertmetall AG website (https://bb-wertmetall.ch/datenschutz/) shall apply. The customer hereby confirms that these documents have been made available to them and that they have taken note of them.

## 8. Outsourcing of business areas

8.1 BB Wertmetall AG reserves the right, in the context of outsourcing business areas, to have services provided by third parties, in particular in the fields of electronic data processing, identification, electronic signatures, customer service, logistics and the safekeeping of assets, including through its subsidiary BB Wertmetall GmbH, Arno-Nitzsche-Strasse 45A, DE-04277 Leipzig, and PXL Vision AG, Zurich (responsible for online identification and qualified electronic signatures, https://pxl-vision.com).

8.2 BB Wertmetall AG and BB Wertmetall GmbH work closely together in managing customer relationships, particularly with regard to identification, electronic signatures, customer service, contract management, logistics and the distribution of newsletters, and share the necessary customer data with one another for these purposes. BB Wertmetall AG also carries out online identification and qualified electronic signatures (QES) on behalf of BB Wertmetall GmbH and its customers. Further details are set out in the data protection notice for contracts.

## 9. Extraordinary termination of the business relationship

9.1 BB Wertmetall AG may terminate existing business relationships with immediate effect for good cause; in such cases, any outstanding claims shall become due for payment immediately.

9.2 Good cause is deemed to exist, if

a) the customer fails to pay an invoice despite a reminder setting a reasonable grace period;
b) the customer fails to fulfil their obligations to cooperate under the Money Laundering Act or other contractual obligations to cooperate and provide information, despite a written request setting a reasonable grace period, in particular by failing to provide the necessary forms, proof of identity or proof of origin, or if the information provided by the customer proves to be incorrect;
c) the continuation of the business relationship with BB Wertmetall AG becomes unlawful or unreasonable due to statutory or regulatory requirements, in particular because of legislation on money laundering or sanctions;
d) the customer fails to provide the cooperation, declaration or information necessary for the proper performance or fulfilment of a contract, despite two written requests, each accompanied by a reasonable grace period and a warning as to the consequences of termination, and the performance of the contract is thereby rendered impossible or unreasonably difficult; or if
e) the customer, through their conduct, causes lasting damage to the relationship of trust, namely by repeatedly insulting or threatening employees of BB Wertmetall AG, or by publicly disparaging BB Wertmetall AG or its employees through untrue or defamatory allegations, such that BB Wertmetall AG cannot reasonably be expected to continue the relationship in good faith. The customer remains free to express objective criticism, particularly in public reviews.

9.3 Mandatory legal requirements, in particular those set out in the Money Laundering Act, remain reserved. Settlement shall be governed by the relevant contractual terms and special conditions; any waiver by BB Wertmetall AG of its right to ordinary termination as set out in the special conditions shall not be affected by this clause.

**10. Regulations governing public holidays**

10.1 In all business dealings with BB Wertmetall AG, Saturdays are treated as equivalent to a statutorily recognised public holiday.

10.2 In all business dealings with BB Wertmetall AG, German public holidays are also treated in the same way as a state-recognised Swiss public holiday.

**11. Changes to the Basic Documents**

11.1 BB Wertmetall AG reserves the right to amend these General Terms and Conditions and the other Basic Documents at any time, with future effect, in the case of ongoing contractual relationships, if

a) the amendment is intended to ensure compliance with the applicable law, in particular if the current legal situation changes,
b) the amendment serves to realise the implementation of mandatory legal decisions or decisions by the authorities,
c) entirely new services or elements of services, as well as technical or organisational processes, require a description in the Basic Documents; or if
d) the amendment only stands to benefit the customer.

11.2 BB Wertmetall AG shall notify the customer of any amendments to the Basic Documents at the e-mail address provided by the customer at least six weeks before they come into force. If the customer does not object within six weeks of receiving the notification, the amended Basic Documents shall be deemed to have been accepted. In its notification, BB Wertmetall AG will inform the customer of the consequences if no objection is raised.

**12. Reservation with regard to special provisions**

12.1 For specific types of business, in addition to these basic documents, special agreements between BB Wertmetall AG and the customer may also apply.

**13. Final provisions**

13.1 Should any individual provisions of these General Terms and Conditions or the other supporting documents be or become invalid, this shall not affect the remaining content or its validity. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any legal loopholes in the provisions.

13.2 The Basic Documents are drawn up in German and may be translated into other languages. Only the German version is legally binding; versions in other languages are provided for information purposes only.

**14. Applicable law**

14.1 All legal relationships between the customer and BB Wertmetall AG are governed by Swiss material law, to the exclusion of conflict-of-laws rules and of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).

14.2 This is without prejudice to any mandatory provisions for the protection of consumers in the country in which the consumer has their habitual residence, in so far as these are applicable by due operation of law.

**15. Place of fulfilment and jurisdiction**

15.1 The place of jurisdiction is governed by the mandatory statutory provisions, namely the mandatory rules on jurisdiction for consumers (including the Lugano Convention). Insofar as these do not apply, the exclusive place of jurisdiction for all types of proceedings is Lenzburg, Switzerland; Lenzburg is also the place of performance and the place of enforcement for customers who are not resident or do not have their registered office in Switzerland. BB Wertmetall AG, however, also has the right to bring proceedings against the customer before the competent court or the competent authority at the customer's place of residence or registered office, or before any other competent court.

# TERMS AND CONDITIONS OF ORDERING, DELIVERY AND PAYMENT

## PART II OF THE BASIC DOCUMENTS

BB WERTMETALL AG (hereinafter 'BB Wertmetall AG') offers its customers the opportunity to buy and sell value metals. The following terms and conditions of ordering, delivery and payment govern these transactions.

### 1. Scope of application

1.1 These Terms and Conditions of Ordering, Delivery and Payment apply to offers for sale, purchase and brokerage by BB Wertmetall AG. Any existing product-specific special terms and conditions (namely for the S-Deposito, G-Deposito and Haggai Constant Plan products) take precedence over these terms and conditions, unless they merely serve to supplement them; specific contractual agreements remain reserved. In all other respects, the General Terms and Conditions (GTC) and the data protection notice for contracts shall apply.

### 2. Conclusion of the contract

2.1 The offers to buy and sell made by BB Wertmetall AG are subject to change and non-binding. The customer (buyer or seller) must confirm their purchase or sale in writing (letter, e-mail) or via an electronic application process. A contract is only concluded once BB Wertmetall AG has sent a declaration of acceptance to the customer; the order confirmation or the issue of the invoice or credit note shall be deemed to constitute such a declaration of acceptance.

2.2 Items ordered of a specified type are to be supplied; should an item no longer be available, an item of equivalent quality and price will be supplied instead.

2.3 A request to sell silver and gold products may also be executed by BB Wertmetall AG through a third party. In such cases, a longer delay before execution shall be permitted

2.4 Application documents may be signed by hand or using a qualified electronic signature (QES). The QES is equivalent to a handwritten signature (Art. 14 (2bis) of the Swiss Code of Obligations). Online identification and the QES are handled by the identification service provider PXL Vision AG, Zurich (https://pxl-vision.com); the identification component used is certified in accordance with the eIDAS Regulation, the Swiss ZertES and the ETSI TS 119 461 standard. The QES is issued by a recognised certification service provider within the meaning of the ZertES or a qualified trust service provider (QTSP), the identity of whom is disclosed to the customer during the signing process; the terms of use of PXL Vision AG apply, in addition to the use of the identification web app. In the case of electronic signing, a separate signature page may be used to sign all the documents listed in the application package collectively; in this case, the QES applies to the entire application package.

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### 3. The Money Laundering Act and identification

3.1 3.1 As a financial intermediary within the meaning of Article 2 (3) of the Swiss Anti-Money Laundering Act, BB Wertmetall AG is subject to the relevant provisions of that Act. The customer is legally obliged to submit all necessary information and documents, namely Form A (Identification of economic beneficiaries), Form K in the case of companies, and proof of identity for all relevant persons (certified copy of ID card, passport or driving licence, online identification via the service provider PXL Vision, ID certification by a notary or public authority, identification by a financial intermediary, or identification at the BB Wertmetall AG Service Centre). Exceptions are made for one-off purchases of medals (Haggai Value Purchase) totalling less than 15 000 CHF per year.

3.2 Where the target investment amount or total investment across all BB Wertmetall AG products amounts to 100 000 CHF or more, or in the case of politically exposed persons (PEPs) or their close associates, or where there are links to sanctioned countries, Form E ('Assessment of business relationships involving increased risk') must also be submitted.

3.3 When BB Wertmetall AG purchases goods, the customer is required to provide proof of identity, regardless of the transaction amount, unless BB Wertmetall AG already holds valid identification for the customer.

3.4 Orders must not be processed until all the necessary information and documents have been provided in full and correctly.

### 4. Trading days

4.1 Payments received for purchases are processed and settled by BB Wertmetall AG as quickly as possible; a delay of up to two trading days is permitted. Trading days are Monday to Friday; there is no trading on public holidays in Switzerland and Germany. The regular trading cut-off time for Haggai Value Purchase (silver and gold medals) is 12:00 noon. For products subject to special terms and conditions (namely S-Deposito, G-Deposito and the Haggai Constant Plan), the regular trading cut-off times are set out in the respective special terms and conditions.

4.2 For technical or organisational reasons, different trading dates and a postponement of up to two trading days from the original trading date are permissible.

## 5. Prices

5.1 Sales: Unless otherwise agreed, the prices applicable at the time the contract is concluded for sales transactions in CHF, EUR or USD, including the applicable statutory value added tax, shall be deemed to have been agreed.

5.2 Purchase/brokerage: Unless otherwise agreed, the prices applicable at the time the contract is concluded for purchase or brokerage transactions in CHF, EUR or USD shall be deemed to have been agreed.

5.3 In the case of purchases, sales and brokerage transactions, shipping and packaging costs, including insurance, taxes, duties, charges and customs, are payable by the customer.

## 6. Terms and conditions of payment, arrears and counterclaims

6.1 The invoiced amount is due and payable in full immediately upon receipt of the declaration of acceptance (order confirmation) or upon receipt of the invoice by the customer.

6.2 Payments are to be made by bank transfer, or in Switzerland also by QR invoice, or by offsetting against the customer's outstanding claims arising from a barter transaction with BB Wertmetall AG. Payments by credit card, cash or cheque are fundamentally not accepted; direct debit is not offered; we reserve the right to make alternative arrangements and run special promotions. Payments are only deemed to have been made once BB Wertmetall AG has full and unrestricted access to the amount in its bank account.

6.3 If the customer fails to pay an invoice for the purchase of silver or gold medals (Haggai Value Purchase) within 5 value days of the due date, they shall be in arrears without the need for a reminder. If the customer fails to pay despite a reminder setting a reasonable grace period, BB Wertmetall AG shall be entitled, following an unsuccessful reminder, to cancel the invoice and withdraw from the contract, even if the goods have already been delivered. In this case, the customer must reimburse BB Wertmetall AG for any market value loss – that is, the difference between the price agreed on the trading date of the sale and the lower repurchase price of the value metals in question applicable on the date of cancellation – as well as any costs incurred, including reminder and cancellation fees. The customer is entitled to prove that no loss, or only a significantly lower loss, has been incurred; the right to claim any further proven loss, in particular loss of profit, remains reserved..

6.4 In the case of purchase transactions, the repurchase price becomes payable upon receipt and successful inspection of the goods, in particular with regard to their authenticity and suitability for resale. BB Wertmetall AG will transfer the repurchase price to the account specified by the customer within 10 working days of the inspection being completed. If the inspection is unsuccessful, BB Wertmetall AG shall be entitled to withdraw from the contract or to offer a new purchase price; in this case, the goods sent will be returned to the customer, with the customer bearing the cost of return postage.

6.5 BB Wertmetall AG will only purchase silver and gold medals produced by BB Wertmetall in accordance with the published 'Sale' buy-back terms, provided that the items are resalable pieces from the current minting run and provided that BB Wertmetall AG has received a sufficient number of new purchase orders by the trading date. Delayed execution and the splitting of the buy-back quantity into partial executions on different trading dates are permitted in this context. In other cases, BB Wertmetall AG will submit an individual buy-back offer to the customer.

6.6 The customer may only set off claims against BB Wertmetall AG where undisputed or legally established counterclaims exist; this is without prejudice to the set-off provided for in the contract in the context of barter trade (clause 6.2). The customer shall only be entitled to a right of retention in so far as their claims arise from the same contractual relationship.

6.7 If BB Wertmetall AG becomes aware of any circumstances that call into question the customer's creditworthiness, it shall be entitled to declare the entire outstanding debt immediately due and payable and to withhold any goods not yet delivered, or to demand immediate payment if a different method of payment has been agreed.

## 7. Delivery, transfer of ownership and risk

7.1 The delivery dates stated in the order confirmation are non-binding estimates. Binding delivery dates must be agreed separately in writing. BB Wertmetall AG shall be entitled to make partial deliveries and provide partial services at any time.

7.2 BB Wertmetall AG will only deliver once payment has been received from the customer (payment in advance), even if a delivery date has been agreed.

7.3 Ownership of the goods purchased shall pass to the customer immediately upon payment by the customer, regardless of where the goods are located at that time.

7.4 Risk passes to the customer upon handover of the goods. If the customer refuses to accept the goods, they shall be deemed to have been handed over at the time of refusal. If dispatch is delayed for more than 14 days at the customer's request, the benefits and risks shall pass to the customer upon notification that the goods are ready for dispatch.

7.5 Delivery may be alternatively effected by BB Wertmetall AG holding the goods in collective custody on behalf of the buyer. In this case, title passes upon the goods being placed in a Swiss duty-free warehouse or a Swiss high-security warehouse and the goods being transferred in the accounts to the customer's deposit account. The terms and conditions governing collective custody shall apply.

7.6 Delivery is fully insured and will be carried out by the postal service or by a valuables transport company. The customer must be present at the delivery address throughout the day on the day of delivery, as an exact delivery time cannot be agreed for security reasons. The same applies mutatis mutandis to the collection of goods (purchase).

7.7 If a delivery of goods fails for reasons for which the customer is responsible, the customer shall bear, to a reasonable extent, the costs incurred as a result of the outward and return shipments, as well as any further delivery attempts.

7.8 The place of performance for purchased goods is the current registered office of BB Wertmetall AG or that of any third party commissioned by it. Any documents relating to the goods must be sent along with the goods. The customer undertakes, unless BB Wertmetall AG arranges for the goods to be collected by itself, to ensure that the goods are adequately insured and dispatched in such a way that BB Wertmetall AG is obliged to acknowledge receipt. The sender bears the burden of proof regarding the receipt of the consignment. The execution of the secure shipment has no effect on the place of performance.

## 8. Right of revocation for consumers

8.1 Consumers (private customers) are entitled to a right of revocation in accordance with the legal framework that is mandatorily applicable to them. For custody and depository agreements, BB Wertmetall AG grants these customers a right of revocation of 14 days from the date the contract is concluded. Full details are set out in the cancellation policy included in the relevant application form; the cancellation form template may be found at https://bb-wertmetall.ch/widerruf/.

8.2 Exclusion from the right of revocation: There is no right of revocation, either in Switzerland or in the European Union, for contracts for the supply of goods whose price depends on fluctuations in the financial markets – for example, the commodities and foreign exchange markets – and over which the trader has no influence. There is therefore no right of withdrawal in respect of the value metals sold by BB Wertmetall AG, regardless of the customer's place of residence.

## 9. Special features of the contractual relationship

9.1 The customer and BB Wertmetall AG are in agreement that neither BB Wertmetall AG nor any intermediary business partner carries out asset management on behalf of, in the name of or for the account of the customer. The purchase or sale of value metals constitutes a trading transaction. No performance guarantees regarding price fluctuations are given.

9.2 The prices of value metals are subject to market fluctuations. Past price performance is not a reliable indicator of future performance.

## 10. Force majeure

10.1 If failure to meet deadlines or carry out business transactions is attributable to force majeure or to events that significantly impair the normal course of business of BB Wertmetall AG, its suppliers or relevant service providers – such as government restrictions, mobilisation, war, civil unrest, terrorist attacks, natural disasters, strikes, lockouts, lockdowns, pandemics, border closures, widespread power cuts, internet outages or cyber-attacks – in such cases, deadlines shall be extended appropriately; sales shall be carried out as quickly as possible at the best possible prices, once the available options have been assessed. In such exceptional circumstances, the price realised for the customer may differ significantly from the published price, although BB Wertmetall AG endeavours to realise the best possible price. In the cases mentioned, no claim for liability may be made against BB Wertmetall AG.

10.2 BB Wertmetall AG shall only be deemed to be in default of delivery if no delivery has been made by the agreed delivery date and a written reminder has remained unanswered for more than 4 weeks. If delivery deadlines cannot be met due to shortages on the international raw materials markets or production and minting bottlenecks, this period shall be extended accordingly; BB Wertmetall AG shall inform the customer of such delays as soon as possible. The delay in delivery shall not affect the prices agreed with the customer; these shall remain valid as agreed.

## 11. Warranty

11.1 BB Wertmetall AG guarantees that the fineness and fine weight of its value metal products correspond to the information stated on the products or their packaging. Deviations in dimensions, surface finish, embossing and the like which are customary in the trade, permissible under quality standards or of a minor nature do not constitute defects. In the case of standard products, there is no entitlement to specific years of issue, coin designs or packaging variants.

11.2 If a defect already existed at the time the goods were handed over and the item was specified only by type, the customer is entitled – where still possible – to a replacement delivery; if a replacement delivery is not possible, the defective goods will be taken back in return for a refund of the purchase price. Consequential damages will not be reimbursed.

11.3 The customer bears the burden of proof regarding the existence of a defect at the time of the transfer of risk, the defect itself, the time at which the defect was discovered, and the timeliness of the notice of defect. Obvious defects must be reported in writing within 10 days of receipt of the delivery; other defects must be reported immediately upon discovery; otherwise, they shall be deemed to have been accepted. Warranty claims arising from material defects shall become time-barred two years after delivery of the goods.

11.4 Any descriptions of characteristics provided by employees or sales partners – as for example during preliminary discussions and in the course of providing information – do not constitute a guarantee or assurance of any such characteristics on the part of BB Wertmetall AG.

## 12. Reservation of title

12.1 If BB Wertmetall AG makes an advance delivery, the goods supplied shall remain the property of BB Wertmetall AG until the purchase price and all outstanding claims arising from the business relationship with the customer have been paid in full.

12.2 The customer shall be obliged to cooperate with any measures necessary to protect the property of BB Wertmetall AG; in particular, upon conclusion of the contract, the customer authorises BB Wertmetall AG, at the customer's expense, to register and record the retention of title in public registers in accordance with the relevant national laws and to complete all related formalities.

## 13. Limitation of liability

13.1 To the extent permitted by law, the liability of BB Wertmetall AG for damage caused by slight negligence is excluded. This is without prejudice to liability for the breach, through slight negligence, of contractual obligations whose fulfilment is essential for the proper performance of the contract. Liability for wilful misconduct and gross negligence, as well as for personal injury, remains unaffected. BB Wertmetall AG accepts no liability for damage resulting from force majeure.

## 14. Concluding provisions

14.1 Additionally, the General Terms and Conditions shall apply, in particular clauses 13 to 15 thereof (final provisions, applicable law, place of performance and jurisdiction). The applicability of the Vienna Sales Convention (UN Convention on Contracts for the International Sale of Goods) is hereby excluded.

# TERMS AND CONDITIONS FOR COLLECTIVE SAFEKEEPING

## PART III OF THE BASIC DOCUMENTS

BB WERTMETALL AG (hereinafter 'BB Wertmetall AG') offers its customers the option of securely storing value metals in collective custody in Swiss duty-free warehouses or Swiss high-security storage facilities. Customers who make use of this option are hereinafter also referred to as deposit account holders.

### 1. Scope of application

1.1 These contractual terms and conditions apply to the custody account assets held in collective custody by BB Wertmetall AG. Any existing product-specific special terms and conditions (namely for the S-Deposito, G-Deposito and Haggai Constant Plan products) take precedence over these contractual terms and conditions, unless they are merely supplementary in effect; any specific contractual agreements remain reserved. In all other respects, the Basic Documents of BB Wertmetall AG shall apply.

### 2. Conclusion of contract and acceptance

2.1 Any prospective customer wishing to have their value metal holdings (hereinafter 'custody account assets') held in custody must submit an application to BB Wertmetall AG. The custody agreement shall only come into effect upon BB Wertmetall AG's declaration of acceptance of the application and its contents (by means of an order confirmation, acceptance confirmation or invoice bearing an appropriate note).

2.2 BB Wertmetall AG may refuse to accept custody account assets without giving reasons. It may only demand the return of custody account assets already held in custody as part of the termination of the custody agreement. Termination and settlement are governed by Clause 7 of these contractual terms and conditions; for products subject to Special Conditions, the termination and settlement provisions set out therein shall apply; the right to terminate the contract extraordinarily for good cause in accordance with Clause 9 of the General Terms and Conditions is reserved in all cases. Physical delivery shall only take place provided that the minimum quantities and denominations applicable under the relevant terms and conditions are met; holdings below these thresholds and non-deliverable fractions shall be sold at the current market price and the proceeds paid out to the customer.

### 3. Deposit account holders

3.1 Where custody accounts for private clients are opened in the names of two persons, the account is maintained as a joint account with each of the two account holders having individual authority to dispose of the assets. Joint accounts with more than two account holders are not maintained. Joint accounts are subject to Articles 143 et seq. of the Swiss Code of Obligations concerning joint and several liability.

3.2 In addition to the joint and several liability of both co-holders for any obligations towards BB Wertmetall AG, each co-holder is entitled, individually and independently of the other co-holder, to dispose of the custody account, to issue and revoke instructions and powers of attorney, and to terminate the custody account relationship. BB Wertmetall AG shall be legally discharged from its obligations towards both joint holders if it fulfils its obligations towards one of them. It is authorised to use purchases and dispositions made in the name of one joint holder for the benefit of the joint custody account. In the event of the death or loss of the capacity to act of a co-holder, the custody account relationship shall continue with the remaining co-holder, who may act alone vis-à-vis BB Wertmetall AG with sole authority of disposal. Powers of attorney granted in accordance with BB Wertmetall AG's power of attorney regulations shall remain in force in accordance with those regulations; the right of the heirs to revoke such powers, as provided for therein, is reserved. The heirs' claims under inheritance law in relation to the surviving co-holder remain unaffected thereby.

3.3 In the case of corporate accounts, the persons authorised to sign, as notified in writing to BB Wertmetall AG in the application, shall be deemed to have sole authority to dispose of the account exclusively and until receipt of a written revocation addressed to BB Wertmetall AG, notwithstanding any entries in the Commercial Register or other publications to the contrary. If, according to the Commercial Register entry, business registration or articles of association, there is collective signatory authority, individual signatory authorisations must be issued to BB Wertmetall AG using the 'Signatory Regulations' form; BB Wertmetall AG recognises only individual signatory authorisations in its business dealings. The scope, limitations and duration of the authorisations to sign accordingly issued are governed by the 'Signatory Regulations' form.

### 4. Collective custody and co-ownership rights

4.1 Following the physical delivery of the custody account assets, BB Wertmetall AG shall issue the customer with a receipt setting out the description of the custody account assets accepted for safekeeping. A note on the purchase invoice or the deposit account statement shall be deemed equivalent to such a receipt.

4.2 BB Wertmetall AG is expressly authorised to have the assets held in custody stored externally in its own name but for the account and at the risk of the account holder; to transfer the assets, by type, to third parties for safekeeping in collective custody accounts, or to have them held at central collective custody facilities. Custody in rented safe deposit boxes meeting the relevant security standards is also a possibility. The customer's custody account assets are held together with the those of third parties.

4.3 Beyond storage and safekeeping, BB Wertmetall AG does not manage the custody account assets held in custody. BB Wertmetall AG shall be authorised to return another substitute item of the same type. The customer shall have a right of co-ownership in proportion to the custody account assets recorded in their name relative to the total holdings in the collective deposit account; their share shall be calculated on the basis of units or weight.

**5. Deposit account statement**

5.1 The deposit account statement for the safekeeping of medals in the Safekeeping Deposit facility (Haggai Value Purchase) is issued annually as at 31 December and sent electronically or by post, or made available via an online portal. The deposit account statement also includes the purchase and sale records, as well as the statement of custody and delivery fees. The statements relating to purchases, sales and fees, as well as the custody statement and the optional tax return statement, shall be deemed to have been accepted and approved if no objection is raised in writing or by e-mail within 30 days of receipt or availability. This deemed approval is subject to the condition that, at the time of transmission or provision, specific reference was made to this legal consequence and the time limit; clause 4.2 of the General Terms and Conditions applies accordingly.

5.2 Valuations of the deposit account contents are based on approximate prices and market values obtained from sources of information customary within the industry. The figures quoted are for guidance only and are not binding on BB Wertmetall AG.

5.3 For products subject to special terms and conditions (namely S-Deposito, G-Deposito and the Haggai Constant Plan), the account statement, the period for lodging an objection and the form of such an objection are governed by the respective special conditions. The duty to provide information set out in clause 5.1 applies accordingly.

**6. Delivery, transfer and segregation**

6.1 The account holder may at any time request the delivery or transfer of the assets held in the account; BB Wertmetall AG will comply with such a request within the usual timeframe and in the usual manner. This is subject to reservation in respect of mandatory statutory provisions, BB Wertmetall AG's rights of lien, retention and other rights of withholding, specific contractual agreements, and cases of force majeure in accordance with clause 10 of the Terms and Conditions of Ordering, Delivery and Payment.

6.2 In the event of insolvency, all value metals held in collective custody by BB Wertmetall AG are subject to a right of segregation in favour of the account holders, meaning that the value metals held in custody do not form part of the insolvency estate. The customer is entitled to segregation in proportion to their share of co-ownership and authorises BB Wertmetall AG to exercise this right on their behalf.

6.3 Upon delivery of custody account assets from a collective portfolio, there is no entitlement to specific serial numbers, denominations, years of issue or the like.

**7. Duration of the contract**

7.1 7.1 The contract is of indefinite duration. It does not terminate upon the death, loss of legal capacity or bankruptcy of the account holder.

7.2 The holder of a Safekeeping Deposit account (Haggai Value Purchase) may terminate this custody agreement by giving 30 days' notice to the end of the month. Notice of termination must be in writing; it is sufficient to send a scan or photograph of the document, signed by hand, by e-mail to service@bb-wertmetall.ch. A qualified electronic signature is deemed equivalent to written form (Clause 2.4 of the Terms and Conditions of Ordering, Delivery and Payment). BB Wertmetall AG may terminate the custody agreement in writing with 30 days' notice; the right to terminate the agreement extraordinarily for good cause in accordance with Clause 9 of the General Terms and Conditions remains reserved. Upon termination, the account holder may either offer to sell their account assets to BB Wertmetall AG in accordance with Clauses 6.5 and 6.6 of the Terms and Conditions of Ordering, Delivery and Payment, or request the delivery of the account assets to themselves or an authorised third party. Delivery shall be made via a logistics or valuables transport company; the shipping costs, including insurance, packaging, taxes, levies, charges and customs duties, shall be borne by the account holder. If, despite being requested to do so and being granted a reasonable grace period, the account holder fails to issue instructions for settlement, BB Wertmetall AG shall be entitled, at its discretion, either to send the custody account assets to the account holder's last known address at the account holder's expense and risk, or to deposit them with the court at the account holder's expense (Articles 92 and 96 of the Swiss Code of Obligations). For products subject to special conditions (namely S-Deposito, G-Deposito and the Haggai Constant Plan), the relevant termination and settlement rules shall take precedence.

**8. Custody fees, reimbursement of expenses, taxes and duties**

8.1 For collective custody under the Haggai Value Purchase scheme (Safekeeping Deposit), the annual custody fee is 1 per cent of the deposit value, plus VAT where and to the extent that it is chargeable. For products subject to special conditions (namely the S-Deposito, G-Deposito and Haggai Constant Plan), the custody fees, storage locations and method of calculation are set out in the respective special conditions.

8.2 The method of calculation and the reference dates are governed by the Special Conditions for the relevant product. Unless otherwise specified therein, the value of the portfolio holdings is calculated as the average of the portfolio holdings on the first trading day of each month of the previous settlement period.

8.3 BB Wertmetall AG reserves the right to amend the tariff, provided that deposit account holders are given reasonable notice; clause 11 of the General Terms and Conditions applies accordingly. BB Wertmetall AG may issue separate invoices for expenses (including delivery charges) and for exceptional efforts. All taxes and duties are payable by the deposit account holder.

## 9. Insurance

9.1 BB Wertmetall AG shall ensure that the assets held in custody are comprehensively insured (covering virtually all risks), specifically against burglary, robbery and fire. The assets held in custody are regularly inventoried. There is no insurance cover for damage resulting from force majeure. BB Wertmetall AG ensures, with due commercial care, that transport is insured and that the value is declared for the purposes of transport insurance.

## 10. Right of lien

10.1 BB Wertmetall AG shall have a right of lien over all assets which it holds, whether on its own premises or elsewhere, on behalf of the customer, in respect of its claims arising from the custody agreement, namely customs and deposit account fees as well as administrative, custody and logistics costs, and – following an unsuccessful reminder – for any claims for compensation arising from a Haggai Value Purchase cancelled (market value losses and expenses), in accordance with clause 6.3 of the Terms and Conditions of Ordering, Delivery and Payment. BB Wertmetall AG shall be entitled, at its discretion, to realise the pledged assets either through compulsory enforcement or by private sale as soon as the customer is two months in arrears with payment; the customer must be given prior warning of such realisation. Upon realisation, BB Wertmetall AG shall be authorised to retain the proceeds for itself. Any proceeds exceeding the secured amount shall be payable to the customer.

## 11. Duty of care and liability

11.1 To the extent permitted by law, BB Wertmetall AG shall not be liable for damage caused by slight negligence. This is without prejudice to liability for the breach, through slight negligence, of contractual obligations whose fulfilment is essential for the proper performance of the contract. Liability for wilful misconduct and gross negligence, as well as for personal injury, remains unaffected. BB Wertmetall AG accepts no liability for damage resulting from force majeure.

# DATA PROTECTION NOTICE FOR CONTRACTS

## PART IV OF THE BASIC DOCUMENTS

BB WERTMETALL AG (hereinafter 'BB Wertmetall AG') respects and protects your privacy. All personal data collected by BB Wertmetall AG in the context of pre-contractual measures, for the purpose of concluding a contract, for the performance of a contract or otherwise, is collected and processed in accordance with the applicable data protection provisions – namely the Swiss Data Protection Act (DSG) and, where applicable, the EU General Data Protection Regulation (GDPR) – as well as the principles described below. Personal data is defined as any information relating to an identified or identifiable individual.

### 1. Data controller

1.1 The data controller responsible for the data collection and processing is BB Wertmetall AG, with its registered office in Lenzburg and business address (Service Centre) at Grenchenstrasse 5b, CH-2504 Biel/Bienne, Switzerland, VAT ID: CHE-421.131.147 VAT, tel.: 0041 (0)62 892 48 48, e-mail: datenschutz@bb-wertmetall.ch. Any questions regarding this Data Protection Notice, as well as any data protection concerns, may be sent at any time to the e-mail address given above; they will be forwarded to the external data protection adviser and data protection officer as set out in section 1.2 below.

1.1 BB Wertmetall AG has appointed DataGAP GmbH, Bessemerstrasse 51, DE-12103 Berlin, as its external data protection adviser within the meaning of Section 10 of the German Data Protection Act (DSG) and – insofar as the GDPR applies – as its data protection officer within the meaning of Article 37 of the GDPR. The data protection officer can be contacted via datenschutz@bb-wertmetall.ch (queries will be appropriately redirected) or else directly via team@datagap.de.

### 2. Point of contact and representative in the European Union

2.1 For customers who are domiciled or habitually resident in the European Union or the European Economic Area, DataGAP GmbH, Bessemerstrasse 51, DE-12103 Berlin, e-mail: team@datagap.de, acts as the representative of BB Wertmetall AG within the meaning of Article 27 of the GDPR. Data subjects in the EU may also exercise their rights through this representative. Irrespective of this, customers in the EU may continue to contact BB Wertmetall GmbH, Arno-Nitzsche-Strasse 45A, DE-04277 Leipzig, email: datenschutz@bb-wertmetall.com, as their point of contact.

### 3. Collection and processing of personal data

3.1 Business relationships: BB Wertmetall AG primarily collects and processes personal data that it receives from you in the course of the business relationship. In order to ensure the fulfilment of a contract, BB Wertmetall AG requires certain personal data from its customers. As a rule, the following personal data is collected: surname and first name; address; e-mail address; telephone number; date of birth; nationality; civil status; copy of identification document (ID card, passport or driving licence); bank details; where applicable, information regarding compliance with legal requirements, such as the prevention of money laundering, in particular information on the source and use of funds; also any other information you provide, for example in the context of correspondence.

3.2 Depending on the subject matter of the contract, BB Wertmetall AG may require only some of the personal data described above, or additional personal data may be collected. Furthermore, BB Wertmetall AG is entitled to consult all publicly accessible registers and internet platforms for the purpose of carrying out a credit check and, where necessary for the performance of the contract, to request further information.

3.3 Use of the website and other online services: When using the website, the newsletter, contact forms and online customer access, further personal data may be collected and processed. The data protection declaration on the website additionally applies (https://bb-wertmetall.ch/datenschutz/).

3.4 Online identification and electronic signature: If the customer opts for online identification or a qualified electronic signature (QES), identity document details as well as photographs and video recordings of the face (for comparison with the identity document) will be processed; the necessary consents will be obtained during the identification process. PXL Vision AG may use the data collected in anonymised form, in accordance with its Terms of Use, to improve identification processes; consent to this use may be withdrawn at any time by e-mail or by post to PXL Vision AG. Details regarding the procedure, responsibilities, storage and rights to object are communicated to the customer before the process begins and are available in PXL Vision AG's data protection declaration (https://pxl-vision.com/de/privacypolicy-pid). If the application is submitted in paper form or via a scanned form, no online identification takes place.

### 4. Purpose of data processing and legal basis

4.1 BB Wertmetall AG processes personal data where and to the extent that this is necessary for the implementation of pre-contractual measures, for the conclusion of a contract, for the purpose of contract performance (in particular for the provision of the services offered), for the maintenance of technical operational safety, for the fulfilment of legal obligations, and for the purposes of invoicing and debt collection.

4.2 BB Wertmetall AG may therefore process personal data for the following purposes: marketing and advertising; the assertion of legal claims; sending out the newsletter; analysing website traffic and improving the website's functionality.

4.3 Where the processing of personal data is necessary for the conclusion or performance of a contract, such processing is carried out on this legal basis. Any further processing shall only take place with the data subject's additional knowledge and consent, or where this is necessary to safeguard the legitimate interests of BB Wertmetall AG.

## 5. Obligation to provide personal data

5.1 Within the framework of the contractual relationship with BB Wertmetall AG, the customer must provide the personal data necessary for the conclusion of the contract and for the fulfilment of the contractual relationship. If this personal data is not provided, BB Wertmetall AG will, as a rule, be unable to enter into or fulfil a contract with the customer. With regard to the provision of personal data in connection with the use of the website, please refer to the data protection statement published on the website.

## 6. Disclosure to third parties and cross-border data transfers

6.1 To the extent permitted by law and where BB Wertmetall AG deems it appropriate, BB Wertmetall AG may, in the course of its business activities, disclose customers' personal data to third parties for processing on behalf of BB Wertmetall AG or for the third parties' own purposes.

6.2 BB Wertmetall AG is, in particular, entitled to commission data processors in Switzerland and abroad to process personal data and to disclose such personal data to them for this purpose, provided that they undertake contractually to process the personal data solely on behalf of and for the purposes of BB Wertmetall AG and to comply with these data protection guidelines and the applicable data protection legislation.

6.3 BB Wertmetall AG and its subsidiary BB Wertmetall GmbH in Germany work closely together in providing customer support, particularly in relation to identification, electronic signatures, customer service, contract management, logistics and the distribution of newsletters, and transfer the personal data required for these purposes to one another. BB Wertmetall AG also carries out online identification and qualified electronic signatures (QES) on behalf of BB Wertmetall GmbH and its customers, and is authorised to pass on the personal data required for this purpose to the service providers involved. This cooperation is based on reciprocal data processing agreements within the meaning of Article 28 of the GDPR, as well as the provisions on data processing under Article 9 of the DSG. Both companies undertake to process personal data in accordance with this privacy notice and the applicable data protection legislation, and to ensure an equivalent level of protection. An adequacy decision has been issued by the European Commission for Switzerland.

6.4 Subject to reservation in respect of any legal obligation or an order from a public authority or court, personal data will only be further disclosed to third parties with the consent of the data subject.

6.5 Personal data will only be transferred to countries without an adequate level of statutory data protection where suitable contractual safeguards are in place or where the transfer is based on a statutory exception, such as consent, the establishment, exercise or enforcement of legal claims, or the performance of a contract.

## 7. Data security

7.1 BB Wertmetall AG takes appropriate technical and organisational measures to ensure the security of its customers' personal data, in particular to protect it from unauthorised access by third parties and from misuse. These security measures are kept up to date in line with the current state of the art.

## 8. Duration of data retention

8.1 Unless otherwise agreed in writing, the personal data collected by BB Wertmetall AG will only be stored for as long as is necessary for the fulfilment of the contractual relationship or for the other purposes for which the data is processed, and/or where there is a statutory obligation to retain such data or an overriding private or public interest.

## 9. Rights of data subjects

9.1 You have the right at any time to access your personal data, to have incorrect personal data rectified, to restrict the processing of your personal data and to have your personal data erased, provided that this does not conflict with any statutory retention obligation or that the personal data is not strictly necessary for the performance of a contract. Any consent given to the collection and processing of data may be withdrawn at any time with effect for the future.

9.2 You also have the right to receive the personal data you have provided to us in a structured, commonly used and machine-readable format, and, in certain circumstances, the right to have that personal data transmitted to another data controller.

9.3 Requests for information, rectification and erasure, withdrawal of consent, and requests for data portability may be submitted at any time by post or e-mail to the contact address set out in paragraph 1 above or – for customers in the EU – to the representative named in paragraph 2.

9.4 Data subjects have the right to lodge a complaint with the relevant supervisory authority if they believe that their personal data is being processed unlawfully. In Switzerland, the competent authority is the Federal Data Protection and Information Commissioner (FDPIC); for individuals in the EU, the supervisory authority in their place of residence is additionally competent.

## 10. Recipients of personal data

10.1 When communication takes place, the relevant communication service providers, e.g. e-mail providers, will receive your data. When a contract is concluded, the broker you have contacted, their sales partner organisation (where applicable), the relevant payment service providers, our IT service providers, the warehouses and, where applicable, manufacturers and delivery service providers may also be in receipt of your data.

10.2 For online identification and qualified electronic signatures (QES), BB Wertmetall AG uses the identification service provider PXL Vision AG, Rautistrasse 33, CH-8047 Zurich (https://pxl-vision.com), as well as the relevant recognised certification service provider or qualified trust service provider (QTSP); these process the personal data required for this purpose as independent data controllers in accordance with their own privacy policies. The certification service provider or trust service provider will be disclosed to the customer as part of the signature process. According to information provided by PXL Vision AG, data is stored on servers in Switzerland or in the European Union. This also applies where BB Wertmetall AG provides these services on behalf of BB Wertmetall GmbH and its customers.

## 11. Changes to this Data Protection Notice

11.1 BB Wertmetall AG reserves the right to amend, supplement, expand or update this Data Protection Notice at any time at its own discretion. Where this policy forms part of the contractual agreement with you, you will be informed of any changes in an appropriate manner.