



General Terms and Conditions

This document is written in neutral and/or inclusive language to reflect human diversity. The chosen spelling is accessible for people with visual impairments.

These General Terms and Conditions (hereinafter «Terms») govern the business relationship between customers and swissgoldplan AG, c/o Colab Sàrl, Avenue de la Gare 14, CH-1700 Fribourg, Switzerland (hereinafter «SWISSGOLDPLAN»).

SWISSGOLDPLAN provides services related to the trade, lending, and storage of precious and semi-precious metals.

SWISSGOLDPLAN is a financial intermediary under the Anti-Money Laundering Act (AMLA) and is affiliated with the self-regulatory organisation SRO SO-FIT.

SWISSGOLDPLAN does not provide financial services under the Financial Services Act (FIDLEG), particularly no investment advice, asset management, or individual investment recommendations.

SWISSGOLDPLAN is not a bank, securities dealer, or licensed financial institution under FINMA regulations.

1 Services

SWISSGOLDPLAN enables:

- Acquisition of physical precious and semi-precious metals,
- Storage in high-security vaults,
- Lending of these metals to the industrial precious metal refiner and processor PX Précinox SA, Boulevard des Eplatures 42, 2300 La Chaux-de-Fonds, Switzerland (hereinafter «Metal Processor»), against a lending fee, depending on the product.

Specific metals, fineness, and products are regulated in respective product specifications and fee schedules.

2 Ownership and Right of Segregation in Insolvency Proceedings

Customers retain ownership of precious and semi-precious metals booked in their metal depot at all times.

SWISSGOLDPLAN ensures a right of segregation always exists for stored or loaned metals, particularly in the event of the Metal Processor's bankruptcy or insolvency proceedings.

3 Opening a Customer Relationship

Customer relationships are opened online via the e-swissgoldplan platform.



Customers undergo the legally mandated identification and due diligence process (KYC- process; KYC: «Know Your Customer»).

SWISSGOLDPLAN reviews submitted data and decides on acceptance or rejection without providing reasons. Upon successful verification, receipt of all required documents per AMLA, and payment of opening fees, SWISSGOLDPLAN confirms the relationship electronically or in writing, opens a metal depot, and provides the product and lending contract electronically via e-swissgoldplan or, exceptionally, in paper form.

4 Settlement Account

SWISSGOLDPLAN maintains a joint settlement account. This is a pooled account held in CHF at a Swiss bank and in EUR at a German bank, exclusively for processing deposits, withdrawals, purchases, sales, and fee transactions. Balances in the settlement account are non-interest-bearing, not invested, and do not constitute individual customer accounts.

5 Precious and Semi-Precious Metal Lending

Under certain products (in particular PLAN products as per Clause 9), precious and semi-precious metals may be lent to the Metal Processor for their production process.

The lending is carried out in accordance with the respective product specifications. The physical stocks of precious and semi-precious metals held in the precious metal vaults, as well as the precious and semi-precious metals handed over to the Metal Processor under the lending arrangement, are insured against theft and loss. All insurance and storage costs are already included in the purchase and sale prices.

An independent audit firm regularly verifies the quantity, quality, and existence of the precious and semi-precious metal stocks that have been handed over to the precious metal processor under the lending arrangement.

6 Lending Fee

The remuneration for the loan is paid in the form of a lending fee.

The calculation is based on the quantity lent and the duration of the loan.

The lending fee is credited annually on 31 December in grams of the respective precious or semi-precious metal.

The credited lending fee is automatically re-lent under the same conditions.

Should the lending fee received by the Metal Processor fail to cover the costs

incurred by SWISSGOLDPLAN in connection with the loan,

SWISSGOLDPLAN shall be entitled to pass on the difference to customers on a pro-rata basis, calculated according to the



quantity of precious and semi-precious metals lent.

7 Commencement and Interruptions

The loan commences typically two banking working days after the purchase date (value date), from which point the lending fee becomes payable.

No lending fees accrue during announced production interruptions (maintenance, operational holidays, public holidays) as well as in the event of a shutdown ordered by authorities. During these periods, the precious and semi-precious metals are stored free of charge in a high-security vault. Customers incur no costs arising from this non-segregated storage.

8 Termination During the Year

If the entire precious and semi-precious metals custody account is sold in full or delivered in physical form during a calendar year, the lending fee shall be waived.

9 PLAN Products

PLAN products consist of the lending of precious and semi-precious metals to the Metal Processor.

The precious and semi-precious metals credited to the precious and semi-precious metals custody account must be available no later than two days prior to the lending.

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Customers retain full and unrestricted ownership of the precious and semi-precious metals throughout the entire duration of a PLAN product.

The lending arrangement confers neither any right of co-determination regarding production methods nor any entitlement to a minimum or guaranteed lending fee. The lending serves exclusively industrial production purposes.

The specific conditions of individual PLAN products are governed by the respective product specifications and the fee schedule, which form an integral part of these Terms and Conditions. Customers bear the risk that the lending fee may be reduced or entirely waived due to market developments, production interruptions, or regulatory requirements.

10 Purchase of Precious and Semi-Precious Metals

SWISSGOLDPLAN acquires precious and semi-precious metals on behalf of and for the account of customers.

Payment by customers is made to SWISSGOLDPLAN's joint settlement account in the desired currency. The price is calculated based on the UBS spot price on the purchase date.

SWISSGOLDPLAN typically purchases precious and semi-precious metals via a consolidated order on the 26th of each month at 11:00 a.m., or on the following working day. To facilitate this, the agreed



purchase amount must be credited to the joint settlement account with a value date no later than the 22nd of each month. Deviating dates (e.g., July, December) will be communicated in good time.

Extraordinary purchases of precious and semi-precious metals involving cumulative purchase amounts exceeding CHF/EUR 25,000.00 per customer – even if made in several partial payments – are possible within three to five working days, subject to a successful anti-money laundering check in accordance with the Anti-Money Laundering Act (AMLA)

11 Ethical Gold Purchase - PX IMPACT® GOLD

SWISSGOLDPLAN enables the acquisition of PX IMPACT® Gold, which is sourced from certified artisanal mining that is environmentally and socially responsible.

- Mercury-free production
- Fair wages for miners
- Additional PX IMPACT® premium donated to the NGO «Fidamar» (www.fidamar.org).

The premium:

- Is invoiced separately in CHF,
- Is non-refundable,
- Supports social and environmental projects of the miners in their community in the countries of origin.

12 Delivery of Physical Metals

The delivery of physical precious or semi-precious metals is permitted exclusively upon prior notification to SWISSGOLDPLAN or the Metal Processor designated by SWISSGOLDPLAN.

Upon delivery, appropriate documentation must be submitted, demonstrating the origin of the precious and semi-precious metals, as well as a valid proof of purchase or acquisition documenting the lawful provenance of the metals.

The precious metal processor shall verify the quantity, fineness, and authenticity. Deviations from the product specifications may result in deductions and additional charges (e.g., for testing, delivery)."

13 Online Portal e-swissgoldplan

Under the designation e-swissgoldplan, SWISSGOLDPLAN provides customers with an online platform. The following activities are conducted via this platform:

- Onboarding process (KYC procedure)
- Purchases and sales
- Portfolio statements
- Fee statements
- Precious and semi-precious metals custody account statements and tax statements



Documents are not sent by post. Exceptions regarding tax statements are reserved.

Any discrepancies must be reported within 30 days; otherwise, statements shall be deemed approved.

14 Delivery of Physical Precious or Semi-Precious Metals

Customers may request the delivery of precious and semi-precious metals held in their precious metals custody account, in whole or in part, in physical form at any time, provided there are no contractual or product-specific restrictions.

If the precious and semi-precious metals are currently lent out under a PLAN product, they will be debited from the lending pool upon signature of the offer and receipt of the advance payment, to facilitate the production of the ordered physical form.

Delivery must be requested via the e-swissgoldplan online portal or in writing to SWISSGOLDPLAN at support@swissgoldplan.com. The request must include at least the following details:

- The desired metal type
- The quantity in grams
- The desired delivery form (e.g., bars or granules)
- For legal entities, additionally: a valid delivery address, the

company identification number (UID), and the VAT number.

SWISSGOLDPLAN obtains a quotation from the Metal Processor for production, packaging, insurance, and transport. Physical delivery shall only take place after written approval of the quotation by the Customers as well as after full receipt of all due amounts, including any liquidation fee in accordance with the valid fee schedule.

All costs associated with physical delivery, in particular for packaging, transport, insurance as well as official or other administrative fees, shall be borne by the Customers and are payable in advance.

Physical delivery is carried out exclusively through qualified companies. Should delivered precious and semi-precious metals need to be returned to the Metal Processor after handover, the Customers shall bear all resulting additional costs. Quantities that cannot be delivered in the minimum deliverable form, in particular those below 10-gram bars, shall be treated as a sale. The corresponding value shall be transferred to the Customers' nominated bank account.

15 Delivery Restrictions

Deliveries to private customers shall be restricted exclusively to Switzerland. Deliveries to private customers outside Switzerland are expressly excluded.



Deliveries to legal entities may also be made abroad, provided that such entities possess a valid Unique Identification Number (UID) and a valid VAT registration number, and that all applicable statutory and regulatory requirements are duly fulfilled.

16 Termination of the Customer Relationship

The precious metals custody account may be terminated by the customer with standard notice effective at the end of each calendar month, with the exception of 31 December.

Precious metals custody accounts may only be closed with a zero balance. Accordingly, the entire holding of precious and semi-precious metals must be sold or collected in physical form by the 26th day of the respective month.

SWISSGOLDPLAN reserves the right to terminate the contractual relationship at any time at its sole discretion and shall designate a date for the liquidation and closure of the account.

17 Liability

SWISSGOLDPLAN shall be liable exclusively for direct damages suffered by the Customer arising from a breach of contract by way of act or omission on the part of SWISSGOLDPLAN, provided that such damages were caused by intentional misconduct or gross

negligence attributable to SWISSGOLDPLAN. To the fullest extent permitted by law, any further liability is hereby expressly excluded.

In particular, SWISSGOLDPLAN's liability for indirect damages, consequential losses, lost profits, foregone earnings, pure financial losses not accompanied by direct damage to the property itself, as well as damages arising from delays, is fully excluded, irrespective of the legal basis upon which a claim for damages may be founded.

To the fullest extent permitted by law, SWISSGOLDPLAN's liability for direct damages shall in all cases be limited to the amount of fees paid by the Customer to SWISSGOLDPLAN in connection with the respective service. This limitation of liability shall not apply to damages caused by intentional misconduct or gross negligence on the part of SWISSGOLDPLAN.

SWISSGOLDPLAN shall not be liable for damages arising from acts or omissions of third parties, specifically including, but not limited to, those of precious metal processors, transport companies, storage facilities, payment service providers, or any other auxiliary persons engaged by SWISSGOLDPLAN. To the fullest extent permitted by law, any liability for the acts or omissions of such auxiliary persons is hereby expressly excluded.



The Customer is obligated to notify SWISSGOLDPLAN in writing or in a verifiable manner of any damages or irregularities immediately upon becoming aware thereof. Failure by the Customer to provide such notification may result in the forfeiture of any claims, to the extent permitted by law.

To the extent that SWISSGOLDPLAN is required under the Anti-Money Laundering Act (AMLA) to identify the Customer and any beneficial owner, the Customer is legally obligated to cooperate accordingly. The Customer shall provide SWISSGOLDPLAN with all information and documents necessary for identification purposes correctly, completely, and in an up-to-date manner, and shall notify SWISSGOLDPLAN of any changes immediately. Any damages arising from incorrect, incomplete, or delayed information shall be borne by the Customer.

18 Special Conditions and Agreements

Special conditions may apply to specific types of business, services, or products offered by SWISSGOLDPLAN. Such special conditions shall take precedence over these Terms and Conditions within their respective scope of application.

To the extent that the special conditions do not contain any deviating provisions, General Terms and Conditions Version May 2026

these Terms and Conditions shall apply supplementarily.

Individual agreements between SWISSGOLDPLAN and the Customer shall, for their validity, require written form or a form capable of being reproduced in text, and shall take precedence over these Terms and Conditions.

19 Compliance with Statutory and Regulatory Provisions

The Customer is solely responsible for complying with all statutory, tax, and regulatory provisions applicable to them. This includes, in particular, tax declaration and payment obligations both domestically and abroad. SWISSGOLDPLAN is entitled to request evidence from the Customer regarding the fulfilment of statutory obligations, to the extent that this is necessary for SWISSGOLDPLAN to comply with its own regulatory obligations.

SWISSGOLDPLAN does not provide tax or legal advice. The Customer bears exclusive responsibility for any tax consequences arising from the acquisition, storage, lending, or sale of precious and semi-precious metals.

20 Identity Verification

SWISSGOLDPLAN shall verify the identity of the Customer, any authorised representatives, and beneficial owners with the care customary in business



operations in accordance with the provisions of the Anti-Money Laundering Act (AMLA).

The Customer is obligated to provide all information and documents required for identification correctly, completely, and in an up-to-date manner, and to notify SWISSGOLDPLAN of any changes immediately.

Identification and access data must be kept secure. The Customer shall take all reasonable measures to prevent misuse, unauthorised access, or fraud. Damages resulting from the unauthorised use of identification means shall be borne by the Customer, provided that the Customer has breached their duty of care.

In the event of the Customer's death, SWISSGOLDPLAN is entitled to request appropriate proof of entitlement (e.g., certificate of inheritance or executor's certificate). Documents in foreign languages must, upon request, be submitted as certified translations in German, English, or French. The costs thereof shall be borne by the entitled person.

Should precious and semi-precious metals be held in a PLAN product and currently on loan at the time of death, the agreed fees shall continue to accrue until SWISSGOLDPLAN receives a legally
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binding instruction to terminate the customer relationship.

21 Data Protection

Personal data may be disclosed to the precious metal processor and to supervised service providers, both within Switzerland and abroad, for the purpose of fulfilling the contract. Data protection regulations are governed separately in the document "Data Protection Statement for Users and Customers". The latest version of this document is accessible at any time at www.swissgoldplan.com/dataprotection.

22 Reminder Fee

Invoices issued by SWISSGOLDPLAN are due for payment within 30 days of the invoice date.

Upon the expiry of the payment period without payment having been made, SWISSGOLDPLAN is entitled to charge a reminder fee of CHF/EUR 20.00 per reminder. SWISSGOLDPLAN is further entitled to set off outstanding claims against the credit balance in the Customer's settlement account.

23 Taxes

Trading in gold bars with a fineness of 995 or higher, as well as trading in gold coins, is exempt from value-added tax (VAT) in Switzerland. Should a corresponding tax be introduced in the future, it shall be charged to the Customer.



Palladium, platinum, and silver are subject to VAT. VAT is payable upon purchase and shall be refunded to the Customer upon sale.

24 Amendments to the Terms and Conditions

SWISSGOLDPLAN reserves the right to amend these Terms and Conditions at any time for substantive reasons. SWISSGOLDPLAN shall notify the Customer of such amendments in an appropriate manner prior to their implementation.

Should the Customer fail to raise an objection in writing or in any other form capable of being reproduced in text within 30 days, the amendments shall be deemed approved.

In the event of an objection, the Customer may terminate the business relationship with immediate effect. Notice periods or withdrawal deadlines stipulated in special conditions or individual agreements shall remain

unaffected. The notification of amendments shall explicitly inform the Customer of their right to terminate and the legal effect of silence constituting approval.

25 Final Provisions

Should individual provisions of these Terms and Conditions contravene mandatory law or prove unenforceable for other reasons, this shall not affect the validity of the remaining content of the contract. The Parties undertake, where necessary, to replace void or unenforceable clauses with other legally valid provisions that most closely approximate the economic purpose of the unenforceable provisions.

26 Applicable Law and Jurisdiction

Swiss law shall apply, to the exclusion of any provisions of private international law. The court designated by law at the registered office of SWISSGOLDPLAN shall have jurisdiction to adjudicate any disputes arising from this Agreement.

The original and legally binding version of these General Terms and Conditions is the German version. The English and French versions are provided for translation purposes only. In the event of any discrepancy, contradiction, or doubt of interpretation, the German version shall prevail.