

SPECIAL TERMS AND CONDITIONS FOR PHILORO EDELMETALLE GMBH PRECIOUS METALS DEPOSIT

PHILORO DEPOSIT

Status: July 6, 2015

§ 1 General Terms and Conditions

1. A rental contract is established between philoro Lager, Transport und Sicherheit GmbH (PLTS) and the customer (hereafter: lessee) for the philoro Safe Deposit Box, and for which these provisions are an integral part of the contract.

2. The lessee shall keep precious metals or things of a similar nature in a safe deposit box from PLTS.

3. The conditions and prices of storage are regulated in the price sheet for storage, and are an integral part of philoro Deposit.

4. The lessee is entitled to authorize third parties that can access the leased property. The lessee is liable for damages caused by the use of the rented property by the persons they authorize, in the same way that they are responsible for their own liability.

§ 2 Conclusion of Contract

1. The contract of deposit is concluded at the time it is accepted by PLTS and applies, unless otherwise agreed, for an indefinite period of time.

2. The rent price depends on the amount and size of the leased object and is specified in the price sheet for storage.

3. The lessee must treat the rented property with all due care.

4. Subletting the rented property by the tenant is not permitted.

5. The customer must transfer the agreed price for safekeeping for the current calendar year in advance, but no later than by January 20th, provided that no debit authorization has been agreed upon, or a debit is not possible by way of debit authorization.

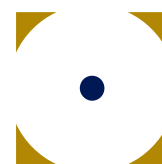
§ 3 Termination

1. The contract of deposit is concluded for an indefinite period. Either party may terminate the contract of deposit by November 30th of each calendar year. In this case, the contract ends on the following January 1st.

2. PLTS may terminate the contract of deposit with immediate effect if the customer has not paid the agreed price on time after a reasonable grace period has been set, no longer than within two months; or if facts or circumstances come to light about a non-contractual use of the leased premises.

3. The lessee must return the keys to PLTS after the end of the lease and leave the rented property in an orderly condition.

4. If the customer fails to comply with its obligation, PLTS is entitled, one month after the end of the contract, to leave the rented



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property open. The lessee shall pay all costs incurred as a result. In this case, PLTS is entitled to dispose of the objects stored in the safe deposit box in order to obtain compensation due.

§ 4 Deposit Box

1. The customer or their authorized representatives have access to their deposited objects during the opening times of the respective PLTS branch or philoro EDELMETALLE GmbH.

2. The authorized representatives that shall have access to the deposited objects must provide their signature beforehand.

3. The leased object may only be opened together with an employee from PLTS or philoro EDELMETALLE GmbH (2-key principle).

4. The lessee is responsible for keeping the key(s) to the leased object safe and is liable for all costs – especially for a new lock including installation costs – arising from the loss or theft of the key.

5. The lessee must inform PLTS immediately if the key was lost or stolen.

§ 5 Deposit Box Contents

1. The lessee may only store precious metals or things of a similar nature, as well as jewelry and documents in the leased object. Storage of other things is permitted only following written agreement.

2. The tenant is liable for damages caused to the rented property resulting from a breach of contract.

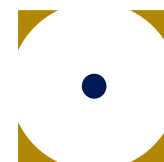
3. PLTS can – if there is reasonable suspicion of non-conforming use – ask the tenant to open the rental object.

§ 6 Changes to the Contract

1. The customer must immediately inform PLTS in writing about all important changes regarding information relating to the business relationship, in particular, changes in name and address.

2. Failing to do so, PLTS may send written notices to the customer via ordinary postal delivery services, which are deemed to be received when they are sent to the last address given to PLTS by the customer.

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§ 7 Liability

1. PLTS is not liable – to the extent permitted by law – for damages that are a result of the rented space. It is therefore the responsibility of the customer to take out appropriate insurance.

2. However, PLTS can take out insurance on the items deposited. In this case, PLTS will inform the customer about the respective conditions. Damage beyond that which is covered by the insurance is also borne by the customer.

3. PLTS is not liable for damages arising from a disruption of services, or damages that arise from loss, theft, etc. of a key given to the lessee

4. The customer must immediately notify PLTS about any damages to the items deposited.

§ 8 Final Provisions

1. This Contract is governed by Austrian law; the Vienna Commercial Court has jurisdiction on any legal disputes arising in relation to the philoro Precious Metals Deposit. If the customer is a consumer, § 14 of the Consumer Protection Law applies for the court of jurisdiction.

2. In the event that individual provisions of these Special Terms and Conditions are or become invalid in part or in their entirety, the validity of the remaining provisions of this agreement shall not be affected as a result. In case of inapplicability or invalidity of individual provisions, the invalid provision will be replaced with a new valid provision that most closely matches the invalid provision, both economically and legally, taking into account the objective of these special terms and conditions.