

Weight account agreement

Between

KOOS Edelmetalle GmbH, Steinbeisstr. 1, 71272 Renningen, hereinafter referred to as „KOOS“,

and

Name, first Name

Adress

hereinafter referred to as „Contractual Partner“ or „Account Holder“,

the following agreement is concluded:

Preamble

The parties are in a business relationship. As part of this business relationship, metals, and precious metals (hereinafter referred to as „Metals“) are traded in various ways between KOOS and the Contractual Partner. The parties agree regarding the execution of the metal and precious metal transactions as follows:

§ 1 Basis, execution, weight accounts, costs, termination

1. In the context of metals and precious metals trading, KOOS will keep weight accounts between the parties for the Contractual Partner. This agreement shall apply between the contractual partners for any and all transactions in connection with the metals and weight accounts. In addition, the KOOS General Terms and Conditions as of November 2023 shall apply.
2. There is no charge for keeping the weight accounts.
3. The weight account may be terminated by either of the contractual partners with three months' notice. The weight account may also be terminated by either of the contractual partners for good cause without notice. Good cause exists if there are facts which, taking into account all the circumstances of the individual case and weighing up the interests of the parties, mean that the terminating party can no longer be reasonably expected to continue the weight account.

§ 2 Ownership, weight accounts

1. KOOS keeps weight accounts for Metals for the Contractual Partner. The Metal holdings of the different Account Holders are not stored separately. The individual Account Holders form a community of owners managed by KOOS.
2. Each Account Holder is a co-owner of the existing total holdings according to the weight amount of a Metal recorded in its account. However, KOOS is entitled at any time to restore the sole ownership of the Contractual Partner by means of segregation.
3. As part of the management of the community of owners, KOOS will store the existing total holdings free of charge for all co-owners at our business premises at Steinbeisstraße 1, 71272 Renningen or at a different location of our choice.
4. In the case of the purchase or sale of Metals, the ownership is transferred when the purchase or sale is booked to the relevant account, but in the case of a Metals purchase by the Account Holder, this is subject to the condition precedent of full payment.

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§ 3 Negative account balanced

Only with the express permission of KOOS may weight accounts have a negative balance. In the event of a negative balance, the Contractual Partner is obliged to settle the respective negative balance within one week of its occurrence at the latest. Notwithstanding any written agreement to the contrary, KOOS shall be entitled, after written notice setting a reasonable deadline, to call in negative account balances and, at its own discretion, to settle these at the current KOOS purchase or KOOS sales prices by delivery or additional purchase or other replacement procurement of the corresponding quantity of Metal at the expense of the Contractual Partner.

§ 4 Closing statements for weight accounts

The weight accounts are managed as a current account. KOOS shall, insofar as requested by the Contractual Partner, provide a closing statement of the respective weight account at the end of each calendar year. The claims of both parties that have arisen during this period will be set off against each other. Objections regarding the inaccuracy or incompleteness of a closing statement must be raised by the Contractual Partner no later than one week after receipt of the statement. Failure to raise objections in a timely manner shall be deemed to constitute approval. KOOS will draw particular attention to this consequence when issuing the closing statement.

§ 5 Cancellation and correction entries

1. Insofar as KOOS has a claim for restitution against the Contractual Partner, KOOS is entitled to reverse incorrect credit entries on current accounts by means of a debit entry (cancellation entry) before the next closing statement. In this case, the Contractual Partner cannot object to the debit entry on the grounds that it has already disposed of the amount of the credit entry.
2. If KOOS discovers an incorrect credit entry only after closing and KOOS has a claim for restitution against the Contractual Partner, KOOS will debit the account in the amount of the claim (correction entry).
3. KOOS will notify the Contractual Partner immediately of any cancellation and correction entries.
4. KOOS may at any time reverse credit entries that are made as a result of an error including a clerical error or for other reasons without a corresponding order by means of a simple entry.

§ 6 Placement and execution of orders; damages in the event of delay

1. Orders must be clear and unequivocal. Unclear orders can lead to queries, which can cause delays. Changes, confirmations, or resubmissions of orders must be marked as such.
2. Orders can be placed in writing, in text form and orally. They are subject to our acceptance in each case. Price fixing and purchase of holdings on metal accounts must be requested separately and require our separate acceptance.

§ 7 Disposal of account balances

1. In the context of the business relationship with KOOS, the Contractual Partner may, at its option, demand payment of a positive account balance or the physical surrender of its account balance. In the event of a physical surrender, KOOS is obliged to provide the Contractual Partner with Metal of standard industrial quality. The place of performance for the obligation to surrender is the registered office of KOOS, unless otherwise agreed. KOOS is only obliged to return the Metals to a different location if this has been agreed in advance, in which case KOOS is entitled to charge a separate fee for transporting the Metals to this location.
2. If, in order to fulfil the claim for surrender, it is necessary to manufacture, rework or otherwise procure the Metal in the desired form and/or quantity, the obligation to physically surrender the Metal shall, in deviation from paragraph 1, only become due upon completion of the manufacture, reworking or other procurement.

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§ 8 Obligations of the Contractual Partner to cooperate

1. The Contractual Partner must immediately check documents, records, and other communications from KOOS for accuracy and completeness and raise any objections immediately.
2. The Contractual Partner is obliged to notify us immediately of any changes to its name and address, as well as the termination or amendment of any power of attorney granted to KOOS. Notifications or statements shall be deemed given if sent to the address last notified to us.

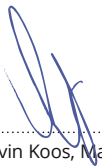
§ 9 Limitation of liability and exclusion of liability

In the event of a simply negligent breach of contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Contractual Partner may regularly rely, our liability shall be limited to compensation for typical, foreseeable damage; in the event of a simply negligent breach of other contractual obligations, our liability shall be excluded. The limitations and exclusions of liability do not apply to damages resulting from injury to life, body, or health, and if and to the extent that we are subject to mandatory liability for other legal reasons.

§ 10 Lien

1. It is agreed between the Contractual Partner and KOOS that KOOS has a lien on all Metals of the Contractual Partner which have come or will come into the possession of KOOS in the course of the business relationship with the Contractual Partner, as well as on all existing and future claims of the Contractual Partner against KOOS arising from the business relationship with KOOS (pledged items). The lien serves to secure all existing, future and conditional claims of KOOS arising from the business relationship with the Contractual Partner.
2. KOOS shall be obliged to release pledged items at its own discretion, if and to the extent that the realisable value of all pledged items does not only temporarily exceed 110% of the claims secured in accordance with paragraph 1.
3. If the Contractual Partner is in default with the fulfilment of its obligations toward KOOS, KOOS shall be entitled to utilize the pledged items even without an enforceable title, after KOOS has previously threatened the Contractual Partner with utilization in writing and set a deadline. Insofar as the Contractual Partner's Metals are pledged under this lien, KOOS shall be entitled, at its discretion, to either effect the transfer of ownership of the pledged items to KOOS by means of a unilateral declaration to the Contractual Partner or to resell the pledged items on the open market. The Contractual Partner hereby irrevocably agrees to the transfer of ownership to KOOS. For the transfer of ownership, KOOS will issue a credit note to the Contractual Partner equal to the current market price at the time of the transfer of ownership. Insofar as claims of the Contractual Partner against KOOS for the delivery of Metals are pledged within the scope of this lien, the above sentence shall apply mutatis mutandis.

Renningen, this


Kevin Koos, Managing Director
KOOS Edelmetalle GmbH

Place, date

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/ Signature