



Mr  
Max Mustermann  
Am Heumarkt 1  
1030 Vienna

Date: 1.11. 2021

## GOLD RESERVE AGREEMENT

by and between

Münze Österreich AG  
FN 55543g  
Am Heumarkt 1, 1030 Vienna

(hereinafter "Münze Österreich AG")

and

Mr Max Mustermann  
Date of Birth 01.01.1970  
Customer number 548883

(hereinafter the "Customer")

on 1.11.2021.

### 1. Subject-matter of Agreement

In accordance with the provisions of the Gold Reserve Agreement and Münze Österreich AG's General Terms and Conditions ("GTCs"), as in effect at the time this Agreement is concluded, the subject-matter of this Agreement is the purchase of „Vienna Philharmonic 1oz“ precious metal investment coins (hereinafter referred to as „Vienna Philharmonic“ or „precious metal investment product“) by the Customer in the form of partial payments.

### 2. Partial payments, Customer account, transfer

2.1. The Customer undertakes to pay in a minimum of EUR 50 and a maximum of EUR 7,000 per month, between the 16th of each month and the 15th of the following month, in such a timely manner that the amount is credited to Münze Österreich AG's account no later than the 15th of each month. Payment shall be made by bank transfer. Deposits shall only be deemed to be in accordance with this Agreement if they are made by quoting the reference number of this Agreement. Münze Österreich AG reserves the right to transfer payments that are not in conformity with the Agreement back to the Customer.

2.2. Münze Österreich AG shall maintain a Customer account for the Customer in accordance with section 2 GTCs.

2.3. The Customer shall buy gold every month on the second trading day in Vienna and London after the 15th of the respective month.



The purchase shall be based on the LBMA AM reference price in EUR at the time of purchase, as published by The London Bullion Market Association, 1-2 Royal Exchange Buildings, Royal Exchange, London, EC3V 3LE, published inter alia at: [http://www.lbma.org.uk/precious-metal-prices#/. The conversion from ounces to grams is made at a factor of 1 ounce = 31.1034807 grams. In each case, that quantity of grams of gold will be purchased which, according to the amount paid into the Customer's account under this Agreement, can be purchased on the purchase date after deduction of the fee in accordance with sec. 4 hereof, at the reference rate stated. Purchases shall be rounded commercially to three decimal places. Ownership is transferred upon delivery. Only credit balances of EUR 50 or more shall be eligible for purchase. Payments exceeding the monthly maximum amount will not be considered for purchase. The sum of the gold purchased in this way constitutes the Customer's „gold holdings“, which are shown on his Customer account.](http://www.lbma.org.uk/precious-metal-prices#/)

- 2.4. The Customer shall receive a statement for each gold purchase.
- 2.5. As soon as the Customer's gold holding on a purchase day reaches or exceeds the gold portion of a „Vienna Philharmonic“ (31.104 grams), the gold holding shall be exchanged for one or more „Vienna Philharmonics“ to the extent corresponding to the gold portion or a whole multiple of the gold portion of a „Vienna Philharmonic“. Any remaining gold holdings in an amount that is less than the gold portion of a „Vienna Philharmonic“ will be shown in grams on the Customer's account.
- 2.6. The Customer instructs Münze Österreich AG to hand over the „Vienna Philharmonic“ thus purchased to the Customer:<sup>1</sup>
- by shipment to the Customer after payment of the shipping costs<sup>2</sup>;
  - by handing it over to the Customer at Münze Österreich AG Shop Am Heumarkt 1, 1030 Vienna;
  - by transfer to the Customer's gold storage account in accordance with a Gold Storage Agreement concluded with the Customer.

<sup>1</sup> mark with an X where applicable

<sup>2</sup> Sec. 3

### 3. Costs

- 3.1. For the execution of gold purchases, a fee in the amount of 5% of the respective purchase plus any applicable statutory value added tax is hereby agreed. This fee is due upon each deposit by the Customer and deducted from the amount of the deposit.

Münze Österreich AG has the right, beginning no earlier than two months after the conclusion of the Agreement, to increase the fee for the execution of gold purchases in accordance with the change in the annual average of the 2020 Consumer Price Index by up to 0.1 percentage points (10 basis points) per year and to decrease it without limit. The Customer will be notified of any change by email four weeks in advance. The Customer may object to an increase within that four week period, and this will again be expressly pointed out to the Customer in the notification. In the event of an objection, the Gold Reserve Agreement shall be deemed to have been automatically terminated on the 15th of the month following receipt of the objection by Münze Österreich AG. All cancellations of Gold Reserve Agreements received by Münze Österreich AG by the 15th of a month shall be settled in EUR on the second trading day in Vienna and London after the 15th following the delivery of the notice of cancellation at the LBMA reference rate AM published on that day. The right of the Customer to terminate the contract with immediate effect remains unaffected hereby. If the Customer fails to raise an objection, the new fee rates shall apply upon expiry of the four-week period.

- 3.2. If the Customer chooses shipping of the stored coin(s), he or she must pay the shipping costs before shipping of the coins takes place. The shipping costs are EUR 20.00 incl. VAT to Austria and EUR 25.00 incl. VAT to Germany. ]. The Customer will be informed of any change by e-mail four weeks in advance. The Customer may object within a four week period; sec. 3.1 applies *mutatis mutandis*.



3.3. If, in the event of termination of the Gold Reserve Agreement, the Customer opts for the delivery of his or her gold holdings in the form of physical gold<sup>3</sup>, (1) a handling fee of EUR 96 including VAT and (2) the statutory VAT payable upon delivery of the gold will be charged.

<sup>3</sup> And not the payout of the equivalent of his gold holdings

#### **4. General Terms and Conditions**

4.1. The General Terms and Conditions in the version valid at the time of the conclusion of the contract shall constitute an integral part of this Gold Reserve Agreement. The currently valid GTCs may be viewed, saved and printed out by the Customer at any time at [www.muenzeoesterreich.at/recht/agb](http://www.muenzeoesterreich.at/recht/agb) or viewed at the Münze-Shop Am Heumarkt 1, 1030 Vienna. The Gold Reserve Agreement, including the GTCs, constitutes the entire agreement between the parties and supersedes all previous written or oral agreements between them. Münze Österreich AG shall have the right, beginning no earlier than two months after the conclusion of the contract, to amend the General Terms and Conditions applicable to the contract with the Customer in accordance with the provision set out in sec. 1.11 of the General Terms and Conditions.

4.2. Any acquisition of precious metal investment products in a form other than in accordance with this Gold Reserve Agreement is not covered by this Gold Reserve Agreement but shall take place on the basis of a separate contract and the GTCs between the parties. The same applies to the conclusion of a Gold Storage Agreement.