

## **SOOS GmbH**

FN 371831k (Handelsgericht, Vienna)

Headquarters: GVS Bullion Group  
Millennium City  
Handelskai 94 stairs 4 / 5th floor  
AT - 1200 Vienna

### **Terms and Conditions (GTC)**

SOOS GmbH - custody of bullion precious metals products

SOOS GmbH stores precious metals with the utmost care. The custody is being conducted under the highest security standards. All vaults are monitored by multiple layers of alarm systems. Furthermore, there is security staff on site permanently.

#### **I. Custody**

All precious metals are, unless explicitly agreed otherwise, stored in allocated custody. In allocated custody, the products of customers are stored together, sorted by type. The customer remains owner of the stored products and receives identical products when withdrawing. SOOS GmbH does not acquire ownership of the precious metals in custody.

#### **II. Duration of contract**

The contract of custody is signed for an indefinite period. This contractual relationship remains in force even after legal incapacity, insolvency or death of one or more contracting parties. The Customer may terminate the contract at any time for any reason. SOOS GmbH may terminate the contract with a term of notice of 60 days.

#### **III. Withdrawals**

Withdrawals of deposited precious metals can be done at any time during local working hours. For security reasons and to ensure a smooth and quick transaction, it is recommended to schedule an appointment prior to withdrawals. If SOOS GmbH is unavailable to the customer for a longer period (eg. in case of death, riots, epidemics, ...), lawyer Franz Kienast, Praterstrasse 17 in 1020 Vienna, Austria, is authorized to release precious metals to the customer.

#### **IV. Fees and remuneration**

The custody-fee is due annually on the 15th of the month in which the custody has begun. If the fee despite billing does not arrive within 20 days on the account of SOOS GmbH, default interest of 10% p.a. is billed, calculated on the base interest rate.

#### **V. Liability**

SOOS GmbH uses safes of the highest security level and VSÖ-audited alarm systems. All precious metals stored at SOOS GmbH are insured in their entirety. The insurance covers robbery, theft and fire damage. SOOS GmbH accepts no liability in case of damages or losses vis major. SOOS GmbH does accept liability in case of grossly negligent damages and intentional damages as well as damages by individuals.

#### **VI. Privacy Policy**

SOOS GmbH uses customer data for its own purposes only. SOOS GmbH may share customer data with third parties solely for the purpose of order management (e.g. shipping). The confidential use of all data is contractually guaranteed and in compliance with all data protection laws now and in the future.

#### **VII. Jurisdiction and applicable law**

Austrian law is applied.

Exclusive place of jurisdiction for all disputes is Vienna-Leopoldstadt.