



Terms & Conditions Green Classic BC +Finomet

Introduction

With the product "Green Classic BC + Finomet", Green Group AG (hereinafter referred to as "GG AG") offers customers the opportunity to trade the selected precious metals gold, silver, palladium, platinum, rhodium, ruthenium and iridium in various denominations (hereinafter referred to as "precious metals").

For the customer¹ of Green Group AG, this means having access to the current prices at the right time in order to acquire precious metals at the right time and have them stored in a fully insured collective custody and, if necessary, to sell them again or have them delivered.

GG AG does not provide any financial services in this context, in particular no investment advice and/or investment advice.

1. Scope

The following terms and conditions apply to the entire contractual relationship between GG AG and the customer within the framework of the Green Classic BC +Finomet offer. Conflicting or deviating terms and conditions of customers shall only apply if and to the extent that GG AG has agreed to their validity in the individual case. Individual agreements made with the customer on a case-by-case basis (including ancillary agreements, additions and amendments) shall in any case take precedence over these terms and conditions. These terms and conditions are stored digitally and can be viewed at any time upon request from GG AG.

2. Subject matter of the contract and blockchain-based evidence

- 2.1 A Green Classic BC + Finomet contract may only be concluded by the customer in his own name and on his own account with GG AG, the conclusion of contracts for the account of third parties is not permitted. The customer acquires precious metals from GG AG, which are then stored for the customer in insured and insured premises for a fee. The precious metals purchased for the customer are stored in duty-free or VAT-free warehouses within Germany and Switzerland. GG AG keeps the precious metal together with the metal stock in its possession in a collective stock and provides the customer with ownership of the purchased precious metal by granting him co-ownership of fractions of the collective stock.
- 2.2 Since the customer is granted co-ownership according to fractions at the time of storage and the weight of the collective stock of the precious metal in a deposit is measurable in the unit of grams or kilograms and the weight of the quantity contributed for the respective customer is also measurable at the time of performance into the collective stock, GG AG determines the customer's share of co-ownership according to fractions when it is brought into the respective collective stock on the basis of the units grams and kilograms of the respective metal and assigns

¹For the sake of readability, the masculine form is used for personal names and personal nouns in this Agreement. In the interests of equal treatment, these terms apply to all genders. The abbreviated form of language is only for editorial reasons and does not imply any evaluation.

Green Group AG

the customer its respective share of co-ownership according to fractions as grams/kilogram. The stock is recorded on a daily basis and can also amount to fractions of a gram. It is shown down to eight digits after the decimal point.

- 2.3 GG AG maintains a register of the customer's co-ownership share in the relevant precious metal collection for each customer, and a co-ownership register of the entire collective stock with the help of the Finomet GmbH platform. For this purpose, GG AG uses certificates of verification, which are based on the certificate issued by Finomet GmbH, Fidicinstraße 15, 10965 Berlin, Germany.

E-Mail: info@finomet.de, operated digital platform (hereinafter referred to as the "Finomet Platform") as an entry (so-called cryptographic token) in a blockchain-based evidence register are generated and secured. The Finomet platform provides the entirety of the technical infrastructure offered, including the back-end system, verification register, warehouse app and any support and interface systems connected or related thereto.

- 2.4 For the period of use of the Finomet Platform, the Certificates of Verification represent the storage of precious metals in a separate area of the warehouse that is available exclusively for precious metals registered in the Evidence Register (hereinafter referred to as the "Blockchain Warehouse"). The certificates of proof do not represent any claim to the surrender of the precious metal. One certificate of proof represents one gram of the metal stored in the blockchain warehouse. After storing the precious metal for the customer and confirming the blockchain storage accordingly, GG AG arranges for the assignment of proof certificates to a wallet assigned to the customer, i.e. a digital wallet. Certificates of proof are assigned in the number corresponding to the amount of precious metal purchased by the customer. In the event of termination of the contract between GG AG and the operator of the blockchain warehouse, GG AG is entitled to arrange for the deletion and, if necessary, the creation of new proof certificates.

- 2.5 GG AG grants the customer read access to the wallet assigned to him. However, the customer is not entitled

- access the wallet and the private key stored therein, which is necessary for changes in the assignment of the attestation certificates;
- use your own wallet;
- to carry out legal transactions with third parties or dispositions relating to the certificates of proof;
- to enter the blockchain warehouse.

- 2.6 The commitment of GG AG limits itself to the proper procurement and safekeeping and, if necessary, the sale or delivery of the precious metal. The precious metals are due according to their genera and are to be provided in an average type and quality. GG AG does not owe any further obligation, e.g. to provide advice with regard to the purchase and/or sale of precious metals or the economic use of the precious metals held in custody.

3. Costs

- 3.1 Upon completion and execution of the Green Classic BC +Finomet contract, the customer will incur set-up costs, trading costs, conversion costs, wallet costs, and storage costs. These reduce

the amount in which precious metal is purchased and stored for the customer after the payment has been made.

- 3.2 **Setup costs.** For the establishment, operation and management of the Green Classic BC +Finomet, the Client shall pay GG AG costs in the amount of 6% of the amount paid by the Client (hereinafter referred to as the "Investment Amount") to GG AG. The set-up costs are levied on each deposit and are deducted from the investment amount. The net amount remaining after deduction of the set-up costs will be used for the purchase of the precious metals; the possibility of a further deduction in accordance with section 3.2 remains unaffected.
- 3.3 **Conversion costs.** In the case of the conversion of kilo bars into gram bars in the event of delivery to the customer or a third party in accordance with clause 13.3, costs for the customer will be incurred in the amount of 0.6%, plus statutory value added tax, based on the respective metal value at the current selling price.
- 3.4 The prices for buying and selling the precious metal are updated on the website on a daily basis www.green-group.li can be accessed and viewed. The prices shown refer to the price of precious metals per gram.
- 3.5 **Storage cost.** For the safekeeping of the stored precious metals, the customer owes GG AG storage costs of 0.375% plus statutory value added tax per quarter based on the average value of the total stock of precious metals stored by the customer for that quarter (hereinafter "net asset value").
- The basis of assessment for determining the net asset value of the stored precious metal is the one published on the website at the end of each trading day. <https://www.green-group.li/green-tech-bc-infos> published sales price (hereinafter also referred to as the "subscription price").
- 3.5.1 The customer has by the **One-time purchase** the possibility to choose between the following two billing methods:
- 3.5.2 **Storage costs in EURO. Only possible in exceptional cases upon request:** The costs are to be paid by the customer to GG AG quarterly at the end of the billing period upon invoicing by e-mail. In the event of termination of custody within a quarter, the invoice shall be issued pro rata with the date of termination as the reference date for the assessment basis and settlement date.
- 3.5.3 **Storage costs in metal. Standard:** The customer authorizes GG AG to collect precious metals from each type of metal held for the customer on a quarterly basis after the end of the respective accounting period in the amount necessary to pay the storage costs, whereby for the determination of the required quantity of the <https://www.green-group.li/green-tech-bc-infos> published selling price at the end of the first trading day following the respective billing period. To this end, the customer transfers ownership of the metal in question to GG AG by granting GG AG co-ownership of fractional shares of the collective stock held by GG AG. Indirect possession of the quantity of metal to be collected from GG AG in order to pay the storage costs is granted by the fact that it is removed from the register kept for the customer. The precious metals are collected according to the proportion in which they were held for the customer. The customer and GG AG have agreed on the transfer of ownership. The storage cost statement is sent quarterly. If the entire metal stock is withdrawn from custody on the customer's instructions, the storage costs will be settled pro rata at the time of termination.
- 3.5.4 In the event of a **Purchase of goods** the **Storage cost exclusive in metal** co-opted. Payment in EURO is not possible.

3.6 **Cost of the wallet.** Furthermore, there are ongoing costs for the use of the wallet, as a digital wallet for the tokens in the amount of €2, plus statutory VAT per month. These costs are to be paid by the customer to GG AG on a quarterly basis, in the event of termination before the end of a quarter pro rata at the time of termination.

4. **Contract**

4.1 The indication of the <https://www.green-group.li/green-tech-bc-infos> The purchase and sale prices of GG AG are always subject to change and non-binding.

4.2 Using the GG AG purchase portal, the customer specifies in the order matrix which precious metals he intends to buy and what investment amount (including set-up costs).

4.3 After the purchase on the Green Group AG portal, the order is immediately carried out on the Green Classic BC+finomet platform by the consultant through whom the customer obtains the product. The amount of the purchase and sale prices of the respective precious metals on which GG AG's offer to conclude a contract for Green Classic BC + Finomet is based can be found on the website. <https://www.green-group.li/green-tech-bc-infos> in the unit of weight per kilogram and can be called up at any time.

4.4 The payment of the investment amount is due immediately upon conclusion of the contract, i.e. as soon as the customer has made the purchase on the GG AG portal. The customer is obliged to pay in advance. If the customer does not pay or does not pay in full despite the due date of the sales price and the set-up costs, GG AG is not obliged to provide the service incumbent on it.

4.5 A ratified, regularly recurring purchase of goods can only be paid for by a transfer order set by the customer

4.6 For the quantity of precious metals (in kilograms and grams) that the customer receives for the net amount remaining after deduction of costs (see section 3.), the subscription price valid on the day of receipt of payment is of GG AG. If the date of receipt of payment falls on the same day on which the price list is updated, the updated price shall prevail. The respective subscription prices are available at any time on the website <https://www.green-group.li/green-tech-bc-infos> can be accessed and viewed. The subscription prices for precious metals are always based on the LBMA Fixing prices (*subsequent* "Fixing Price") of the London Bullion Market Association (hereinafter: "LBMA"), which is based on the Fixing Price last published. Changes in the fixing price lead to a corresponding change in the subscription price in the same proportion.

5. **Identity verification**

5.1 GG AG has the right to have the identity of the customer established beyond doubt at any time by means of an identification procedure proposed by GG AG. In particular, if there are reasonable doubts, for example, if in the case of the sale of the precious metals from custody, an account other than the reference account specified in the registration process is indicated as the payee.

5.2 If the customer refuses to cooperate in the identification process or if the identity could not be established, the GG AG is entitled to withdraw from the contract and the buy or sell orders are cancelled. In the event of a cancelled sell order, the customer's precious metals will remain with GG AG until the customer has identified himself in accordance with the aforementioned

specifications. In these cases, the costs incurred by GG AG with the withdrawal, cancellation and further custody are to be borne in full by the customer.

6. Instruction on the non-existence of a right of withdrawal of the customer for the purchase of precious metals

Based on and in accordance with Art. 19 (1) (b) of the Distance and Away Transactions Act ("FAAG", State Law Gazette ["LGBI."] 2015/276 of 29.10.2015 as amended) in conjunction with Art. 4 (3) (d) of the Consumer Protection Act ("KSchG", LGBI. 2002/164 of 17.12.2002 as amended), there is no right of withdrawal for consumers, since the contract between the customer and Green Group AG has as its object the supply of precious metals, the price of which depends on fluctuations on the financial market over which Green Group AG has no influence and which may occur within the withdrawal period. There is also no right of withdrawal for customers who are not consumers.

7. Customer's Obligations to Cooperate and Data Protection

- 7.1 The contract language is German. As a matter of principle, the customer is obliged to provide GG AG with the deeds and documents to be submitted for the conclusion and execution of the contract in German or English, in particular identification documents for the legitimation of the customer. Insofar as the customer submits other foreign-language documents and documents, GG AG is entitled to reject them and to demand from the customer the submission of a German or English translation prepared and certified by a sworn translator.
- 7.2 In order to carry out the contractual relationship with GG AG and to fulfil GG AG's legal obligations, personal data of the customer must be collected, processed and used. Details of this are governed by a separate data protection agreement between GG AG and the customer.

8. Checkout and Payment Method

- 8.1 If the customer has purchased the metals on the GG AG portal, he must transfer the amount specified in the respective purchase contract to the deposit account specified by GG AG within 7 days.
- 8.2 Upon receipt of the customer's payment on GG AG's deposit account, GG AG acquires the corresponding amount of precious metals from its suppliers.
- 8.3 Only registered ingots with a fineness of at least 99.99 LBMA Brand and/or 99.95 LPPM Brand purchased from manufacturers who are members of the London Bullion Market Association's (LBMA) Good Delivery List of Acceptable Refiners.
- 8.4 The prices shown here refer to EURO per gram (EUR/g).
- 8.5 In addition, the customer is entitled to the statutory warranty rights.
- 8.6 Upon completion, GG AG shall confirm to the Client via the Finomet platform after completion the procurement and storage of the respective quantity of metal at the subscription price on the reference date of receipt of the payment on GG AG's account as a credit of the precious metals acquired as co-ownership by fractional shares (tokenization process).
- 8.7 The precious metals purchased by GG AG for the customer are stored, together with the other precious metals in the possession of GG AG, in secure rooms of the respective duty-free or VAT-free warehouses mentioned in section 2 above and combined into a collective stock. GG AG

transfers ownership of the purchased metal to the customer by granting him co-ownership after fractions of the collective stock in the (indirect) possession of GG AG. **The customer and GG AG have already reached an agreement on the transfer of ownership.**

8.8 The acquired co-ownership shares of the precious metals are credited to the customer's directory in the blockchain warehouse by weight and can also be a fraction of a unit of weight. The weight of the precious metals is indicated in eight digits after the decimal point. The credited weight is decisive for determining the co-ownership fraction of the total stock of precious metals in storage. The Customer's indirect ownership of the purchased quantity of precious metals is granted by crediting this quantity to the list of blockchain-based evidence kept for the Customer (see Section 2.1 et seq. of these GTC).

9. Collective custody

9.1 Custody of precious metal within the framework of the Green Classic BC +Finomet contractual relationship can only take place as fractional ownership in collective custody. With his Green Classic BC + Finomet application ("Order Form"), the customer expressly agrees to the collective custody of the precious metals purchased by GG AG for him with other precious metals of the same class, which GG AG holds or has safeheld for other customers or for itself.

9.2 The customer authorises GG AG to entrust the respective precious metal holdings for safekeeping to the duty-free or VAT-free warehouses (hereinafter referred to as "third-party custodians") as explained in section 2. GG AG informs the third-party custodian that: **that the metal stock in question does not belong to GG AG, but is held in custody for the customer.** In relation to the third-party custodian, GG AG contractually ensures that the third-party custodian may assert a lien or a right of retention on the relevant precious metal holdings only on the basis of such claims that have arisen in relation to the custody of the collective precious metal holdings.

9.3 The right to individual custody with the abolition of the fractional community is permanently excluded – even with effect after the death of the customer. The agreements made with the customer through the inclusion of these GTC shall also apply with effect to the legal successors of the customer. The statutory provisions of §§ 742, 744 to 746, 747 sentence 2 of the German Civil Code (BGB) are excluded, in particular there is no joint administration by the fractional community. Since GG AG only offers collective custody within the framework of the Green Classic BC +Finomet, a request by the customer for the (partial) termination of the fractional community shall at the same time be deemed to be a partial termination of the custody relationship with GG AG. In the event of (partial) termination, the customer may sell the corresponding quantity of precious metals or demand delivery in accordance with clause 13 of these terms and conditions below.

9.4 GG AG is entitled to deliver to each customer the amount of precious metal due to him from the respective metal collection stock or to withdraw the amount of precious metal due to him, without the consent of the other customers being required. The provisions of Section 13 of these GTC shall apply accordingly.

9.5 The customer and GG AG are not entitled to lend the precious metal stored for the customer to third parties.

- 9.6 **In the event of GG AG's insolvency, the customer is entitled to a right of segregation.**
- 9.7 GG AG collects the storage costs arising from collective custody in accordance with Section 3.5 of these GTC by invoicing on a quarterly basis on the basis of the net asset value of the precious metal stored by the customer.
- 10. Extended lien**
- 10.1 The customer hereby grants GG AG a lien on all precious metals held for him. The lien secures all existing and future claims, including conditional or limited claims, of GG AG in connection with the contractual relationship.
- 10.2 GG AG is entitled to realise the pledged precious metals if the customer fails to meet his due liabilities despite a reminder with a reasonable grace period and the threat of realisation. GG AG has a choice of several collateral, but GG AG will take into account the legitimate interests of the customer when making the selection.
- 10.3 Upon request, GG AG is obliged to release collateral insofar as the realisable value of all collateral exceeds the total amount of all claims of GG AG against the customer by more than 10%, not only temporarily. Section 10.2 sentence 2 shall apply mutatis mutandis in the event of a release of collateral.
- 11. Right to dispose of the fractional share of co-ownership**
- The customer has the legal right to independently dispose of his co-ownership fraction of the collective stock of the precious metal, in particular to transfer it in whole or in part for consideration or free of charge. In the event of a transfer, the Client undertakes to inform the new owner that the latter may request delivery of the precious metal from GG AG in accordance with clause 13.5 below or conclude its own Green Classic BC + Finomet contract with GG AG with regard to safekeeping and/or with regard to any repurchase or sale to a third party. The customer must inform GG AG of the nature and scope of an order in text form immediately after it has been issued.
- 12. Term and Termination**
- 12.1 The Green Classic BC +Finomet contract is concluded for an indefinite period.
- 12.2 The customer can use the Cancel the Green Classic BC +Finomet contract either in whole or in part with regard to the safekeeping of a portion of the precious metal held for it with a notice period of 2 weeks to the end of the month. He then has the choice of either selling the precious metal to GG AG by accepting a buyback offer, which may be made by GG AG at the request of the customer, selling it to a third party, or requesting physical delivery of the precious metal. At no time, however, is GG AG obliged to make an offer to purchase the customer and to purchase precious metals from the customer.
- 12.3 Both parties may terminate the contractual relationship with a notice period of 3 months, at the end of each quarter, without giving reasons.
- 12.4 Furthermore, GG AG is only entitled to terminate the contract if there is an important reason. An important reason in this sense is given in particular if
- the customer provides false information in connection with the conclusion of this contract,
 - the customer violates statutory provisions, in particular the Money Laundering Act (AMLA), in

connection with this contractual relationship,

- the customer intentionally damages or attempts to harm GG AG.
- no agreement can be reached between the customer and GG AG on a change to the General Terms and Conditions requested by GG AG in accordance with Section 17 of these GTC.

12.5 Any termination, even partial termination, must be made in writing.

12.6 In the event of invalidity or (partial) termination of the "Green Classic BC +Finomet"- In the event of a contract with the customer, regardless of the legal grounds, GG AG shall arrange for the cancellation of the corresponding certificates of proof.

13. Sale or delivery after (partial) termination

13.1 Subject to an offer by GG AG, the customer may sell the amount of precious metal corresponding to his (partial) termination to GG AG or a third party and/or have it delivered to himself or a third party. In the event of (partial) termination and in the event of (partial) sale of the precious metal, GG AG shall arrange for the deletion of the certificates of proof affected by this.

In the event of a sale of the precious metal to a third party, the customer's share of the stored precious metal will be made available for collection within a period of 14 days. The terminating customer is responsible for the onward transport or sale to a third party and the costs incurred (for collection and transport) must be borne by the terminating customer himself. Only commercially available batches and their multiples can be provided. If the customer has fewer precious metals in his inventory than the commercially available batches listed below, the requirements in section 13.5 apply accordingly.

In the case of a metal delivery that is not made to a duty-free warehouse, the statutory VAT is due, i.e. the customer must pay tax on the amount of precious metal at the price applicable on the date of delivery. Furthermore, the customer has to pay any customs duties, transport insurance and costs due to a delivery.

13.2 Physical delivery can only be made in the following commercially available weight units and their multiples:

For gold bars: 100 g	For palladium bars: 100 g
For silver bars: 100 g	For iridium: 10 g
For platinum bars: 100 g	For ruthenium: 100 g
For rhodium: 10 g	

Insofar as the quantity of the customer's corresponding precious metal credited to the list does not reach the respective customary weight units, the customer may, after consultation with GG AG, either purchase further metal from GG AG in order to top up with the respective commercially available weight unit or the equivalent of the remaining metal (remaining) credit, the amount of which does not allow delivery in the customary commercial weight unit, will be transferred in money to the bank account to be designated by the customer. Precious metals can only be traded in whole batches. The subscription date for the consideration is the purchase price of GG AG on the day on which the customer has notified GG AG in text form of the wish to pay out the equivalent value of the remaining balance. The respective purchase prices are <https://www.green-group.li/green-tech-bc-infos> available on the website at any time .

13.3 The GG AG regularly purchases precious metal bars to cover the respective customer order. Among other things, this is due to price advantages for the customer. If the customer now requests the delivery of a quantity according to the table above, costs will be incurred for the redistribution of kilos to 100 g. For each conversion costs will be incurred in the amount of 0,6% of the precious metal at the current selling price on the website <https://www.green-group.li/green-tech-bc-infos> .

13.4 In response to the customer's request for delivery in text form, GG AG will arrange for the delivery of the precious metal quantity within three banking days of receipt of the notification by GG AG. In the event of a desired physical delivery of the precious metal, the customer must collect or arrange for the precious metal to be collected from the third-party custodian and shall bear all transport or insurance costs from the third-party custodian's warehouse. The delivered (partial) quantity of precious metal is removed from the customer's register.

14. Price development and price fluctuations for precious metals

The price development of the precious metal is generally based on the supply and demand behavior of market participants in this particular market segment. The precious metal can sometimes be subject to significant price fluctuations, which may be due to various unforeseeable developments. Precious metals are currently traded in U.S. dollars. Therefore, there is also an exchange rate risk.

15. Liability

15.1 GG AG is liable without limitation in the event of intent and gross negligence.

15.2 GG AG shall only be liable for simple negligence in the event of damages resulting from the breach of essential contractual obligations. Essential contractual obligations are those obligations, the observance of which is of particular importance for the proper execution of the contract and on the observance of which the customer may regularly rely. In this case, the amount of liability is limited to the foreseeable, typically occurring damage.

15.3 For indirect or consequential damages, liability is limited to the foreseeable, typically occurring damage.

15.4 The precious metal stored for the customer is insured against burglary, fire, vandalism, storms and hail at all times at the current replacement value. Damage or loss to the stored precious metal due to wars or comparable events, on the other hand, are incalculable and uninsurable risks. The insurance therefore does not cover damage caused by war, war-like events, civil war, revolution, rebellion or insurrection, regardless of contributing causes.

15.5 The above exclusions and limitations of liability do not apply to given warranties, damages resulting from injury to life, limb, health or claims arising from product liability.

16. Modification of these Terms and Conditions

16.1 If, in particular due to legal requirements or a significant change in economic circumstances, the need arises to amend or supplement these General Terms and Conditions, GGAG may request the customer to agree to the adjustment, taking due account of the mutual interests.

16.2 If no agreement is reached between GG AG and the customer on an adjustment of these



General Terms and Conditions, GG AG is entitled to good cause for termination of the Green Classic BC + Finomet contract.

17. Applicable Law and Jurisdiction

- 17.1 The law of the Principality of Liechtenstein shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The statutory requirements for the restriction of the choice of law and the application of mandatory regulations of the country in which customers have their habitual residence in their capacity as consumers remain unaffected.
- 17.2 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Vaduz is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the customer does not have a general place of jurisdiction in the Principality of Liechtenstein.

Stand: 24.10.2023