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AGREEMENT FOR THE PURCHASE OF PRECIOUS METALS

Signed in Eilat on the ____ day of _____, 2023.

Between: Mr / Ms _____
Identity # _____
Address _____
(Hereinafter - "the Buyer")

On the one hand;

And: Israel Gold and Silver Coins Company Ltd.
Company Registration Number: 515234409
Address: Garger HaNehalim 3, Eilat
(Hereinafter - "the Seller")

On the other hand;

Whereas: and the Seller is a retail company that specializes in importing precious metals from abroad to Israel (hereinafter: "the Products") and selling them to customers;

Whereas: and the Buyer is interested in buying from the Seller products as specified in this agreement below, and the Seller is interested in supplying the products to the Buyer, all in accordance with and subject to the terms of this agreement;

It was therefore agreed, declared and conditioned between the parties as follows:

1. General

- 1.1. The introduction to this Agreement and its Annexes form an integral part thereof.
- 1.2. The headings of this Agreement are for convenience only and may not be used for the purposes of the interpretation of the Agreement.

2. Buyer's Representations and Obligations

- 2.1. The Buyer hereby declares not to make commercial use of the products he purchased through our Company and that he knows it is a violation of the VAT Laws of Eilat, to purchase precious metals in Eilat in order to sell them in the center of the country for profit.



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- 2.2. In purchasing the ordered products there is no violation of any contractual or legal obligation by the Buyer.
- 2.3. The Buyer undertakes to store the ordered products in the Company's safe room in the Port of Eilat. (hereinafter: "the Vault") for at least three months from the moment the seller finishes inspecting the ordered products at Eilat Customs. The Buyer will pay for the storage of the ordered products in the Vault for the full duration of the storage period.
Deposit handling fee is \$80 and withdrawal handling fee is \$80.
Storage fees are 0.8% per annum for gold and 1.25% per annum for silver.
Storage fees are payable quarterly.
- 2.4. The buyer undertakes to provide all the documents required to complete the payment transfer to the Company's account. Whether it is required by the bank or whether it is required by the Company, including a Know Your Customer (KYC) form.

3. Declarations and obligations of the Seller

The Seller declares and undertakes to the Buyer as follows:

- 3.1. In supplying the ordered products and performing the services, there will be no violation of any contractual or legal obligation by the Seller.
- 3.2. The Seller holds and will continue to hold for the duration of this agreement all the necessary approvals and/or licenses for the sale of the products.
- 3.3. The Seller undertakes to check the authenticity of the products at the time of their arrival at Eilat Customs Office and must inform the Buyer that the products have successfully passed their tests and that the products have been found to be authentic in accordance with the agreement and the terms of the order.

4. The Products

- 4.1. Below is a list of the products ordered as detailed in Price Quote #: _____ (hereinafter: "the Price Quote").
(Hereinafter: "the Ordered Products").

5. The Consideration

- 5.1. In total, the Buyer will pay for the Ordered Products the total specified in the Price Quote (hereinafter - "the Consideration"). The price in the Price Quote is not final and may vary at the



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time of the Seller's purchase from their Supplier of the Ordered Products, depending on the COMEX precious metal spot price and/or the Bank Mizrahi dollar exchange rate.

- 5.2. The value of the Price Quote includes the ordered products, their shipment to Israel, all the expenses associated with buying the Ordered Products, the delivery of the ordered products to the place of storage inside the Port of Eilat.
- 5.3. For the avoidance of doubt, the Buyer will pay the Consideration and will not be required to pay any additional payment, with the exception of the storage as detailed in the price offer, unless the Buyer has requested an additional/different service from those listed in section 5.2 above.
- 5.4. The Buyer will pay the Seller the proceeds within one business day from the date of signing this agreement by bank transfer to the Seller's account whose details appear at the bottom of the Price Quote. The Seller will deliver to the Buyer a receipt and/or confirmation of receipt of payment for the consideration. For the avoidance of doubt, it is clarified that there may be changes in the final price as specified in section 5.1.

6. Terms of Delivery of the Ordered Products

- 6.1. Subject to payment of the full consideration, the Seller undertakes to provide the Buyer with the ordered products as specified in the Price Quote.
- 6.2. The Seller will add the Buyer's name on all deposit documents in the Vault to bind him in an insurance contract regarding security and storage.
- 6.3. The Seller will register the Buyer's name on the product and/or its storage bag as the "Owner" of the ordered products. The Buyer has the right at any time to arrange a visit for the purpose of checking the ordered products. The Buyer will have the right to visit the Vault and take out the ordered products at any time he wishes and at the sole discretion of the Buyer. Notwithstanding the above, if the Buyer requests to receive the Ordered Products before the required deadline of 3 months has passed, then the Buyer will be responsible for paying the VAT.
- 6.4. The Seller undertakes to deliver the Ordered Products to the Vault.
- 6.5. The Seller will inform the Buyer throughout the process regarding the location of the Ordered Products and the progress of their transfer until the Ordered Products arrive at the Vault in Eilat.
- 6.6. For the avoidance of doubt, the Ordered Products are the possessions of the Buyer and are fully owned by him at the time the Company's supplier receives full payment for the goods.
- 6.7. After the purchase is completed, the Buyer will be sent a copy of a promissory note via email within one business day, the original will be sent by a courier by prior arrangement.



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7. The Quality of the Products Ordered

7.1. Upon delivery of the Ordered Products to the Buyer, the Buyer will sign a document confirming receipt (hereinafter: "Delivery Document"). At this time, the Buyer will return to the Seller the promissory note that was delivered to him at the time the payment of the consideration was made. In any case, the Buyer's signature on the delivery document cancels the promissory note which was delivered to the Buyer.

It is clarified that the Buyer will be required to sign the delivery document only after he has conducted an inspection of the quality of the products together with the Seller's representative in Eilat.

7.2. Should it become clear that the Ordered Products supplied to the Buyer are not original and/or the serial numbers does not match the serial numbers declared by the Seller, and/or the weight of the ordered products do not match the weight ordered by the Buyer and/or that the product is counterfeit in part and/or most; then the Seller undertakes to take back the Ordered Products and return the Buyer his money in full. A condition for the application of this section is that on the day of receipt of the Ordered Products, the Buyer and Seller conducted a joint inspection of the Ordered Products and as part of the delivery document it was determined by both parties that the Buyer has the right to return the ordered products to the Seller.

8. General

8.1. The Seller undertakes to maintain confidentiality and not to disclose, directly or indirectly, the terms of purchase of the products ordered by the Buyer to third parties.

8.2. This agreement will be subject to Israeli law and will be interpreted in accordance with it, and the competent courts in Eilat will have exclusive local authority to hear any dispute between the parties related to and / or arising from this agreement.

8.3. The addresses of the parties for the purpose of this agreement are as specified in the introduction above, and/or any other address that will be provided by one party to the other from time to time.



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- 8.4. This agreement embodies all that is agreed and conditioned between the parties in the context of the issues discussed in it. Changes to this Agreement will not be effective unless made in a document signed by both parties.
- 8.5 When stored in the Seller's vaults, the Ordered Products are insured by Peltours Diamonds General and Marine Insurance Agency Ltd (a subsidiary of Migdal Group), which policy is underwritten by the insurance company Lloyds of London.

IN WITNESS WHEREOF the parties have signed:

Buyer

מטבעות זהב וכסף ישראל בע"מ
ח.מ. 515234409

Israel Gold and Silver Coins Ltd