MASTER PLATFORM AGREEMENT

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF DIGITAL SERVICES, GOLD SUBSCRIPTION AND MANAGEMENT OF INVESTMENT PRECIOUS METALS TRANSACTIONS

2026 Edition

BETWEEN

HAREUS BULLION LTD, a company duly incorporated and existing under the laws of England and Wales, having its registered office at:

Wn, More London Riverside
London SE1 2PL
England

Company Number: **13979379**

Share Capital: **GBP 500,000.00**

and

CRONOMÉTRÀMANEIRA UNIPESSOAL, LDA, a company duly incorporated and existing under the laws of the Portuguese Republic, having its registered office at:

Rua da Carreira No. 115-117
9000-042 Funchal
São Pedro
Autonomous Region of Madeira
Portugal

VAT Number (NIF): **PT517808463**

The above companies operate jointly through the international brand **HAREUS BULLION**, sharing the same technological platform, software infrastructure, trademarks, know-how, business organization, digital services and commercial network.

For the purposes of this Agreement, unless otherwise expressly provided herein, the above companies shall be jointly referred to as:

"HAREUS BULLION"

and

The individual or legal entity duly registered through the Platform, hereinafter referred to as the

"CUSTOMER"

RECITALS

These Recitals constitute an integral and substantial part of this Agreement.

HAREUS BULLION has developed an international digital ecosystem designed to provide subscription-based services ("Gold Subscription"), facilitate the online management of transactions relating to investment precious metals and supply technological tools and digital services to its Customers.

The HAREUS BULLION Platform enables Customers to manage their personal accounts, access the services included in their selected Gold Subscription, monitor their Digital Wallet, consult market quotations and submit operational requests concerning investment precious metals.

HAREUS BULLION conducts its business activities in compliance with all applicable laws and regulations within the jurisdictions in which it operates and, with specific reference to transactions concerning the Italian investment precious metals market, has adopted an organizational model based upon collaboration with an authorized Italian Professional Gold Operator.

For such purpose, HAREUS BULLION has entered into a Commercial Partnership Agreement with:

ASSET S.r.l.

Professional Gold Operator authorized by the **Bank of Italy**

Authorization No. **5010053**

(hereinafter referred to as the **"Operating Partner"**)

whereby the Operating Partner is entrusted, for the Italian territory, with the physical execution of all transactions relating to investment precious metals submitted through the HAREUS BULLION Platform.

The commercial relationship between HAREUS BULLION and the Operating Partner governs, among other matters:

• execution of purchase orders;

• execution of sale orders;

• Buy Back services;

• custody and storage of precious metals;

• physical delivery of bullion;

• API integration between the respective IT systems;

• automatic exchange of execution confirmations;

• administrative, logistical and commercial relationships between the Parties.

The Customer acknowledges that HAREUS BULLION acts exclusively as the provider and operator of the digital Platform, the Gold Subscription services and all related technological services, whereas the Operating Partner is responsible, with respect to the Italian market, for the execution of transactions involving investment precious metals in accordance with this Agreement and the applicable laws.

By accepting this Agreement, the Customer confirms that he/she/it has carefully read these General Terms and Conditions, fully understands their contents and accepts them unconditionally.

CHAPTER I

DEFINITIONS AND GENERAL PRINCIPLES

ARTICLE 1

Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below unless the context otherwise requires.

HAREUS BULLION

Means collectively **HAREUS BULLION LTD** and **CRONOMÉTRÀMANEIRA UNIPESSOAL, LDA**, operating jointly through the international trademark **HAREUS BULLION**.

Company

Means HAREUS BULLION.

Operating Partner

Means **ASSET S.r.l.**, the Professional Gold Operator entrusted with the execution of transactions concerning investment precious metals intended for the Italian market.

Platform

Means the website **www.hareusbullion.com**, together with the Customer Back Office, mobile applications, software systems, CRM, APIs and any digital infrastructure operated under the HAREUS BULLION brand.

Customer

Means the natural person or legal entity entering into this Agreement.

Gold Subscription

Means the service agreement allowing the Customer to access the HAREUS BULLION Platform and benefit from the services included in the subscribed membership plan.

Order

Means the electronic purchase or sale request submitted by the Customer through the Platform.

Execution Confirmation

Means the electronic confirmation transmitted by the Operating Partner through API integration confirming that an Order has been executed.

Digital Wallet

Means the electronic representation of the Customer's holdings resulting from transactions executed by the Operating Partner and synchronized with the Platform.

Buy Back

Means the precious metals repurchase service provided by the Operating Partner pursuant to the Commercial Partnership Agreement entered into with HAREUS BULLION.

Precious Metals

Means gold, silver, platinum, palladium and any other investment precious metals made available through the Platform.

Spot Price

Means the international reference market price of the relevant precious metal at the time the Order is executed.

Spread

Means the commercial margin applicable according to the Gold Subscription plan selected by the Customer.

API

Means the software infrastructure enabling the secure and automatic exchange of data between HAREUS BULLION and the Operating Partner.

ARTICLE 2

SUBJECT MATTER OF THE AGREEMENT

2.1 Purpose

This Agreement governs the contractual relationship between HAREUS BULLION and the Customer with respect to:

a) registration on the HAREUS BULLION Platform;

b) subscription to a Gold Subscription;

c) use of the digital services made available through the Platform;

d) submission of operational requests concerning investment precious metals;

e) online management of transactions carried out by the Customer;

f) display of the Customer's holdings;

g) use of the Digital Wallet;

h) customer support, reporting services and market monitoring tools provided by the Platform.

2.2 Nature of the Agreement

This Agreement constitutes a continuing Master Agreement governing the general legal relationship between HAREUS BULLION and the Customer.

Each transaction carried out by the Customer shall constitute an implementing transaction under this Agreement and shall be governed by these General Terms and Conditions together with any operational regulations published on the Platform.

2.3 Covered Services

This Agreement governs, including but not limited to:

- Customer registration;
- digital identity verification;
- Account management;
- Gold Subscription services;
- Digital Wallet services;
- purchase requests;
- sale requests;
- storage management;
- bullion delivery requests;
- Buy Back services;
- reporting services;
- document management;
- communications between the Customer and the Platform;
- use of all Platform services.

2.4 Excluded Services

This Agreement does not regulate any services other than those expressly provided herein.

Any additional services introduced in the future may be governed by separate operational regulations or supplementary contractual conditions, which shall become an integral part of this Agreement.

ARTICLE 3

ROLE OF THE HAREUS BULLION PLATFORM

3.1

HAREUS BULLION provides its Customers with a proprietary digital platform specifically developed to facilitate the online management of transactions relating to investment precious metals.

The Platform constitutes a technological infrastructure through which Customers may access the services included in their Gold Subscription and submit operational requests in accordance with the terms and conditions of this Agreement.

3.2

Among other activities, HAREUS BULLION is responsible for:

- management and operation of the digital Platform;
- software development and maintenance;
- management of the Customer Back Office;
- Digital Wallet management;
- Gold Subscription management;
- administration of Subscription services;
- document management;
- Customer Care services;
- CRM management;
- technological development;
- business development;
- technical support;
- communications management;

• collection of operational requests submitted by Customers;

• transmission of such requests to the Operating Partner through integrated API systems.

3.3

The features and functionalities of the Platform may be upgraded, modified, expanded or replaced from time to time in order to improve the services offered, without affecting the nature of this Agreement, except where otherwise required by applicable law.

ARTICLE 4

OPERATING PARTNER

4.1

With regard to transactions involving the Italian investment precious metals market, HAREUS BULLION operates through an Italian Professional Gold Operator duly authorized under applicable Italian legislation.

4.2

The Operating Partner is entrusted with the physical execution of all transactions submitted through the Platform, including but not limited to:

• purchase of precious metals;

• sale of precious metals;

• Buy Back services;

• storage services;

• custody services;

• physical delivery of bullion;

• operational verifications;

• logistics management;

• administrative activities directly related to executed transactions.

4.3

The Customer acknowledges that the Operating Partner performs the above activities pursuant to a specific Commercial Partnership Agreement entered into with HAREUS BULLION.

Such agreement exclusively governs the legal relationship between HAREUS BULLION and the Operating Partner and shall not confer upon the Customer any direct contractual rights against the Operating Partner, except where expressly provided by applicable law or by this Agreement.

4.4

Transactions executed by the Operating Partner are automatically synchronized with the HAREUS BULLION Platform through API integration, enabling the automatic updating of the Customer's Digital Wallet and account position.

ARTICLE 5

GOLD SUBSCRIPTION

5.1

The Gold Subscription constitutes the Customer's membership agreement granting access to the premium services provided through the HAREUS BULLION Platform.

5.2

The Gold Subscription entitles the Customer to use the Platform and access the services included in the selected membership plan.

5.3

The Gold Subscription exclusively constitutes a digital services agreement.

For the avoidance of doubt, it does not constitute:

- the purchase of precious metals;
- an investment contract;
- a banking deposit;
- the collection of public savings;
- portfolio management;
- investment advisory services;
- financial advice;
- any guarantee of profit or return.

5.4

The Subscription fee exclusively remunerates:

- access to the Platform;
- use of the proprietary software;
- access to the Digital Wallet;

• digital services;

• maintenance of the Customer Account;

• customer support services;

• commercial benefits associated with the selected Subscription plan.

5.5

Any purchase of investment precious metals constitutes a separate and independent transaction from the Gold Subscription and shall be governed exclusively by the subsequent provisions of this Agreement.

ARTICLE 6

CUSTOMER ACCOUNT AND ACCESS TO THE SERVICES

6.1 Registration

Access to the services provided by HAREUS BULLION is subject to prior registration on the Platform and acceptance of this Agreement.

Registration shall be completed exclusively through the online procedure made available on the Platform.

6.2 Eligibility Requirements

The Customer represents and warrants that:

a) he/she/it is at least eighteen (18) years of age or otherwise possesses the legal capacity required under the applicable laws;

b) all information provided during registration is complete, accurate and up to date;

c) he/she/it acts on his/her/its own behalf or is duly authorized to act on behalf of the registered legal entity;

d) the Platform shall be used exclusively for lawful purposes.

6.3 Login Credentials

The Customer shall be solely responsible for safeguarding his/her/its login credentials.

Unless fraudulent use is duly demonstrated, any transaction performed through the Customer Account shall be deemed to have been carried out by the Customer.

6.4 Security

HAREUS BULLION may implement advanced authentication systems, including Multi-Factor Authentication (MFA), identity verification procedures and additional security measures designed to protect the Customer Account and ensure the integrity of the Platform.

ARTICLE 7

CUSTOMER IDENTIFICATION (KYC)

7.1

Access to certain services may be subject to the successful completion of Customer identification procedures required by applicable laws and regulations.

7.2

The Customer undertakes to provide all documentation reasonably requested for the purposes of:

• customer identification;

• identity verification;

• verification of the origin of funds;

• Anti-Money Laundering (AML) compliance;

• tax compliance;

• compliance with any applicable legal or regulatory obligations.

7.3

HAREUS BULLION and/or the Operating Partner may request additional documentation at any time whenever deemed necessary for regulatory, compliance or security purposes.

7.4

Failure to complete the required verification procedures may result in suspension of the Customer Account and/or the inability to execute transactions through the Platform.

ARTICLE 8

SUBMISSION OF ORDERS

8.1

The Customer may submit electronic purchase or sale Orders relating to investment precious metals through the Platform.

8.2

Each Order shall be automatically transmitted electronically to the Operating Partner through secure API integration.

8.3

Submission of an Order by the Customer constitutes solely an irrevocable offer to purchase or sell the relevant precious metals for the technical period strictly necessary to process the Order.

8.4

An Order shall be deemed received by the Platform when it has been successfully recorded within the information systems of HAREUS BULLION.

Such receipt shall not constitute acceptance of the Order.

8.5

HAREUS BULLION acts exclusively as the technological intermediary responsible for transmitting the Customer's Order to the Operating Partner and shall not participate in determining the execution price nor in the physical execution of the transaction.

8.6

The Customer acknowledges that the execution of any Order remains subject to acceptance and execution by the Operating Partner in accordance with its operational procedures, applicable laws and market conditions. No transaction shall be deemed completed until the relevant **Execution Confirmation** has been issued by the Operating Partner and transmitted to the Platform through API integration.

ARTICLE 9

EXECUTION OF ORDERS

9.1

Each Order submitted by the Customer shall be processed by the Operating Partner in accordance with its internal operational procedures, applicable laws and regulations, and the prevailing market conditions at the time of execution.

9.2

The execution of any Order shall be subject, among other things, to:

• availability of the requested precious metals;

• successful completion of operational and compliance checks;

• compliance with applicable legal and regulatory requirements;

• receipt and verification of the corresponding payment, where applicable;

• prevailing market conditions;

• the absence of technical or operational impediments.

9.3

The Operating Partner reserves the right to reject, suspend, postpone or cancel the execution of any Order whenever legal, regulatory, operational, technical, security or risk management considerations so require.

9.4

Where an Order is not executed, HAREUS BULLION shall notify the Customer through the Platform as soon as reasonably practicable, except where disclosure is prohibited by applicable law or by instructions issued by the competent authorities.

ARTICLE 10

COMPLETION OF TRANSACTIONS

10.1

The submission of an Order by the Customer shall not produce immediate legal effects and shall not automatically result in the conclusion of a purchase or sale transaction.

10.2

A transaction shall be deemed legally completed exclusively upon receipt by the Platform of the **Execution Confirmation**electronically transmitted by the Operating Partner through the API integration system.

10.3

The Execution Confirmation constitutes the legally effective moment of formation of the transaction between the Customer and the Operating Partner and represents the official confirmation upon which the Customer's position within the Platform is updated.

10.4

Following receipt of the Execution Confirmation, the Platform shall automatically update the Customer's Digital Wallet, including, where applicable:

• type of precious metal;

• weight;

• purity;

• transaction value;

• execution date and time;

• quantity held;

• identification or serial numbers, where available.

10.5

The information displayed within the Digital Wallet is provided for informational purposes only and reflects the data transmitted electronically by the Operating Partner through API integration.

ARTICLE 11

PAYMENTS

11.1

The Customer may pay for the Gold Subscription and for transactions involving investment precious metals using the payment methods made available through the Platform.

11.2

Accepted payment methods may include:

• bank transfer;

• credit cards;

• debit cards;

• electronic payment systems;

• digital payment providers;

• any additional payment methods that may be introduced from time to time by HAREUS BULLION.

11.3

The Customer represents and warrants that all funds used originate from lawful sources and undertakes to comply with all applicable tax, foreign exchange, anti-money laundering and anti-terrorist financing regulations.

11.4

HAREUS BULLION reserves the right to suspend, delay or reject the processing of any transaction where irregularities, anomalies or circumstances arise requiring additional compliance or security investigations.

11.5

Any amounts paid for the Gold Subscription exclusively constitute consideration for the digital services supplied by HAREUS BULLION and are entirely independent of the value of any precious metals subsequently purchased by the Customer.

ARTICLE 12

PRICE DETERMINATION

12.1

The purchase and sale price of investment precious metals shall be determined on the basis of the international spot market quotation applicable at the exact time the relevant Order is executed by the Operating Partner.

12.2

The applicable commercial Spread shall be added to or deducted from the Spot Price in accordance with the Gold Subscription plan selected by the Customer and the commercial conditions in force at the time of execution.

12.3

The Customer expressly acknowledges that any indicative price displayed on the Platform prior to submission of an Order is purely informational and may vary until the transaction has actually been executed.

12.4

The only legally binding transaction price shall be the price specified in the Execution Confirmation issued by the Operating Partner.

ARTICLE 13

OWNERSHIP OF PRECIOUS METALS

13.1

Ownership of the investment precious metals purchased by the Customer shall pass in accordance with the applicable laws and only upon successful execution of the relevant Order by the Operating Partner.

13.2

Each completed transaction shall be recorded within the information systems of the Operating Partner and automatically synchronized with the HAREUS BULLION Platform.

13.3

The Customer may consult his/her/its holdings at any time through the Digital Wallet available within the personal Customer Area.

13.4

The Digital Wallet constitutes solely an electronic representation of the Customer's holdings and shall not constitute a certificate of ownership, warehouse receipt, certificate of deposit or negotiable instrument.

ARTICLE 14

STORAGE AND CUSTODY OF PRECIOUS METALS

14.1

Unless the Customer requests physical delivery, all purchased precious metals shall remain stored in the secure facilities designated by the Operating Partner.

14.2

Storage and custody services shall be provided in accordance with the security standards adopted by the Operating Partner and in compliance with applicable laws and regulations.

14.3

The procedures governing storage, custody, insurance, handling and movement of precious metals shall be those in force at the time of execution of the relevant transaction.

14.4

Where available, the Customer may request physical delivery of the purchased precious metals in accordance with the operational procedures published on the Platform.

ARTICLE 15

DIGITAL WALLET

15.1

Each Customer shall be assigned a personal Digital Wallet accessible through the Customer's reserved online area.

15.2

The Digital Wallet is intended exclusively for consultation and monitoring of transactions executed through the Platform.

15.3

The Digital Wallet may display, among other information:

• quantity of precious metals held;

• type of precious metal;

• updated market value;

• average purchase price;

• transaction history;

• account movements;

• pending or completed delivery requests;

• Order status.

15.4

The information contained in the Digital Wallet shall be updated automatically using the data transmitted electronically by the Operating Partner.

15.5

The Customer undertakes to periodically review the information contained in the Digital Wallet and promptly notify HAREUS BULLION of any discrepancies or irregularities.

ARTICLE 16

SALE OF PRECIOUS METALS

16.1

The Customer may submit, through the Platform, a request to sell all or part of the precious metals recorded in the Digital Wallet.

16.2

Each sale request constitutes an irrevocable offer for the technical period strictly necessary for processing and shall be automatically transmitted to the Operating Partner through API integration.

16.3

A sale transaction shall be deemed completed exclusively upon issuance of the relevant Execution Confirmation by the Operating Partner.

16.4

The amount payable to the Customer shall be calculated on the basis of the market price of the relevant precious metal at the time of execution, less any applicable fees, commissions, storage costs or commercial Spread provided under the Customer's Gold Subscription plan or the commercial conditions then in force.

16.5

The proceeds resulting from the sale shall be paid to the Customer according to the operating procedures and settlement timeframes established by the Operating Partner and in compliance with applicable laws and regulations.

ARTICLE 17

BUY BACK SERVICE

17.1

The Operating Partner offers the Customer a **Buy Back Service** for investment precious metals purchased through the Platform, subject to the commercial conditions in force at the time the Buy Back request is submitted.

17.2

The Buy Back Service shall be subject to the Operating Partner's operational availability, compliance requirements and the prevailing market conditions existing at the time of execution.

17.3

HAREUS BULLION does not guarantee the future value of any precious metals, nor the continued availability or maintenance of the commercial conditions applicable to the Buy Back Service.

17.4

Before confirming any Buy Back transaction, the Customer shall be informed of all applicable economic conditions, including the repurchase price, fees, commissions and any other applicable charges.

17.5

HAREUS BULLION acts solely as the provider of the digital Platform and as the technological intermediary facilitating communication between the Customer and the Operating Partner. The execution of the Buy Back transaction remains the sole responsibility of the Operating Partner.

ARTICLE 18

PHYSICAL DELIVERY OF PRECIOUS METALS

18.1

The Customer may request physical delivery of the investment precious metals held within the Digital Wallet in accordance with the operational procedures published on the Platform.

18.2

Physical delivery shall be subject to:

• availability of the requested precious metals;

• successful verification of the Customer's identity;

• compliance with all applicable legal and regulatory requirements;

• payment of any applicable delivery, insurance, handling and administrative charges.

18.3

Deliveries shall only be made to addresses previously verified in accordance with the security procedures adopted by the Operating Partner.

18.4

Risk relating to transportation shall transfer in accordance with the applicable laws and the delivery conditions communicated to the Customer before shipment.

18.5

HAREUS BULLION and the Operating Partner shall not be liable for delays caused by customs inspections, security checks, force majeure events, strikes, governmental measures, transportation disruptions or any other circumstances beyond their reasonable control.

ARTICLE 19

CUSTOMER OBLIGATIONS

19.1

The Customer undertakes to use the Platform in good faith, in compliance with this Agreement and all applicable laws and regulations.

19.2

The Customer represents and warrants that all information provided to HAREUS BULLION is accurate, complete and up to date and undertakes to promptly communicate any changes thereto.

19.3

The Customer shall remain solely responsible for maintaining the confidentiality of the Account credentials and for all activities carried out through the Customer Account.

19.4

The Customer shall not:

• use the Platform for unlawful or fraudulent purposes;

• circumvent or attempt to circumvent any security system;

• interfere with or alter the operation of the Platform;

• use unauthorized automated software, bots or scripts;

• engage in any activity capable of compromising the integrity, security or availability of the Platform.

19.5

The Customer undertakes to cooperate fully with HAREUS BULLION and the Operating Partner in relation to Anti-Money Laundering (AML), Counter-Terrorist Financing (CTF), Know Your Customer (KYC), tax, customs and public security obligations.

ARTICLE 20

LIABILITY

20.1

HAREUS BULLION shall perform its services with the level of care, diligence and professional competence reasonably expected from a provider of digital services operating in the international precious metals sector.

20.2

HAREUS BULLION shall not be responsible for fluctuations in the value of precious metals, changes in international financial markets or any investment decisions made independently by the Customer.

20.3

HAREUS BULLION does not provide investment advice, financial advice, tax advice or legal advice, nor does it make personalized recommendations regarding the purchase, holding or sale of investment precious metals.

20.4

To the fullest extent permitted by applicable law, HAREUS BULLION shall not be liable for any indirect, incidental, consequential or special damages, including but not limited to:

• loss of profits;

• loss of business opportunities;

• loss of income;

• interruption of business activities;

• loss of data;

• reputational damage;

• any consequential economic losses arising from the use of the Platform or from transactions governed by this Agreement.

20.5

HAREUS BULLION shall not be liable for delays, interruptions or failure to execute transactions caused by:

• the Operating Partner;

• payment service providers;

• banks or financial institutions;

• telecommunications providers;

• internet service providers;

• cloud service providers;

• cybersecurity incidents;

• governmental restrictions;

• force majeure events;

• or any circumstances beyond its reasonable control.

20.6

Nothing contained in this Agreement shall exclude or limit any liability that cannot legally be excluded or limited under the applicable laws.

ARTICLE 21

SUSPENSION, RESTRICTION AND TERMINATION OF THE CUSTOMER ACCOUNT

21.1

HAREUS BULLION reserves the right to suspend, restrict or permanently deactivate the Customer Account whenever one or more of the following circumstances occur:

a) breach of this Agreement;

b) improper or unlawful use of the Platform;

c) suspected fraudulent or unauthorized use of the Account;

d) compliance with orders issued by competent authorities;

e) Anti-Money Laundering (AML), Know Your Customer (KYC), sanctions or security investigations;

f) activities contrary to applicable laws, public policy or public order;

g) failure to provide or update the documentation required for regulatory compliance.

21.2

The suspension may affect either the entire Customer Account or only specific Platform functionalities.

21.3

Whenever reasonably possible, HAREUS BULLION shall inform the Customer of the reasons for the suspension before taking action.

Where prior notification is prohibited by law or could compromise security, regulatory obligations or ongoing investigations, notification may be provided afterwards.

21.4

Suspension, restriction or termination of the Customer Account shall not affect the validity of transactions already completed nor any rights or obligations accrued prior to such suspension or termination.

ARTICLE 22

TERM OF THE AGREEMENT

22.1

This Agreement shall enter into force upon the Customer's electronic acceptance and shall remain effective until terminated in accordance with these General Terms and Conditions.

22.2

The Gold Subscription shall remain valid for the period specified under the selected Subscription Plan.

22.3

Unless otherwise expressly provided, renewal of the Gold Subscription shall occur only upon the Customer's explicit consent and under the commercial conditions applicable at the time of renewal.

22.4

Termination or expiration of the Gold Subscription shall not automatically result in closure of the Customer Account and shall not affect any transactions already completed or obligations that have accrued prior to termination.

ARTICLE 23

TERMINATION

23.1

The Customer may terminate this Agreement at any time by submitting a termination request through the Platform or by using any other communication channel made available by HAREUS BULLION.

23.2

Termination shall not affect the validity of transactions already completed nor release the Customer from any obligations accrued prior to the effective date of termination.

23.3

Where applicable under mandatory consumer protection laws, the Customer shall retain any statutory right of withdrawal granted under the legislation governing distance contracts.

23.4

HAREUS BULLION may terminate this Agreement for good cause, including but not limited to material breach of this Agreement, regulatory obligations, security concerns, fraud prevention, or compliance requirements.

Whenever reasonably practicable, HAREUS BULLION shall provide prior notice of termination unless immediate termination is required by applicable law or by competent authorities.

ARTICLE 24

AMENDMENTS TO THE AGREEMENT

24.1

HAREUS BULLION reserves the right to amend these General Terms and Conditions whenever such amendments become necessary due to:

• changes in applicable laws or regulations;

• organizational or operational requirements;

• technological developments;

• introduction of new products or services;

• cybersecurity or security requirements;

• improvements to the Platform;

• compliance with decisions issued by competent authorities.

24.2

Any amendments shall be communicated to the Customer within a reasonable period prior to their effective date by means of the Platform, electronic mail or any other appropriate communication channel.

24.3

Should the Customer not agree with the proposed amendments, the Customer may terminate this Agreement before the amendments become effective, without prejudice to any rights and obligations previously accrued.

ARTICLE 25

INTELLECTUAL PROPERTY RIGHTS

25.1

The Platform, software, source code, object code, graphical user interfaces, databases, algorithms, APIs, operational procedures, trademarks, trade names, logos, graphics, images, videos, texts, documents, business models, know-how, proprietary technologies and every other element forming part of the HAREUS BULLION ecosystem are protected by applicable intellectual property, copyright, trademark, patent, trade secret and unfair competition laws.

25.2

Nothing contained in this Agreement shall be construed as transferring or granting to the Customer any ownership or intellectual property rights relating to the HAREUS BULLION Platform or its proprietary assets.

25.3

Without the prior written authorization of HAREUS BULLION, the Customer shall not:

- copy;
- reproduce;
- modify;
- distribute;
- publish;
- license;
- sublicense;
- decompile;
- disassemble;

• perform reverse engineering;

• extract data through automated systems;

• scrape data;

• create derivative works;

• use the HAREUS BULLION trademarks or any other distinctive signs.

25.4

Any unauthorized use of the intellectual property belonging to HAREUS BULLION shall constitute a violation of applicable laws and may result in civil, commercial and criminal proceedings where permitted by law.

ARTICLE 26

CONFIDENTIALITY

26.1

The Customer undertakes to keep strictly confidential all technical, commercial, organizational, strategic and proprietary information obtained during the contractual relationship with HAREUS BULLION.

26.2

Confidential Information shall include, without limitation:

• business models;

• operational procedures;

• confidential price lists;

• software;

• information systems;

• APIs;

• source code;

• know-how;

• commercial strategies;

• marketing plans;

• technical documentation;

• unpublished financial information;

• information relating to business partners;

• suppliers;

• customers;

• commercial networks;

• proprietary technologies;

• research and development activities.

26.3

The confidentiality obligations set forth herein shall survive termination of this Agreement for a period of five (5) years, unless a longer period is required by applicable law or by separate written agreement between the Parties.

26.4

The confidentiality obligations shall not apply where disclosure:

• is required by applicable law;

• is ordered by a competent judicial or administrative authority;

• is necessary for the establishment, exercise or defense of legal claims;

• concerns information that has lawfully entered the public domain without breach of this Agreement.

ARTICLE 27

PERSONAL DATA PROTECTION

27.1

Personal Data shall be processed in accordance with the applicable data protection legislation, including Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), together with any other applicable national or international privacy laws.

27.2

Personal Data shall be processed exclusively for purposes relating to:

• execution of this Agreement;

• provision of Platform services;

• administrative and accounting activities;

• compliance with legal obligations;

• tax obligations;

• Anti-Money Laundering (AML) obligations;

• fraud prevention;

• cybersecurity protection;

• protection and enforcement of the legal rights and legitimate interests of HAREUS BULLION.

27.3

Where necessary for the performance of this Agreement, the Customer authorizes HAREUS BULLION to disclose Personal Data to:

• Operating Partners;

• technology providers;

• payment service providers;

• banking institutions;

• professional advisers;

• auditors;

• logistics providers;

• cloud service providers;

• and any other third parties involved in providing the contracted services,

always in accordance with applicable data protection laws.

27.4

The detailed rules governing the processing of Personal Data are contained in the Privacy Policy published on the Platform, which forms an integral part of this Agreement.

ARTICLE 28

COMMUNICATIONS

28.1

Unless otherwise required by applicable law, all communications between HAREUS BULLION and the Customer may be made through one or more of the following channels:

• the Customer's secure area within the Platform;

• electronic mail (e-mail);

• certified electronic mail (where applicable);

• push notifications;

• SMS notifications;

• in-app notifications;

• any other electronic communication systems made available through the Platform.

28.2

Any communication shall be deemed duly received when it has been:

• successfully transmitted to the e-mail address or telephone number provided by the Customer; or

• made available within the Customer's personal area on the Platform.

28.3

The Customer undertakes to keep all contact information accurate and up to date.

HAREUS BULLION shall not be liable for any failure to receive communications resulting from inaccurate, incomplete or outdated contact details provided by the Customer.

ARTICLE 29

FORCE MAJEURE

29.1

HAREUS BULLION shall not be liable for any delay, interruption or failure to perform any obligation under this Agreement where such delay or failure results directly or indirectly from events beyond its reasonable control.

29.2

Force Majeure events include, without limitation:

• natural disasters;

• earthquakes;

• floods;

• fires;

• epidemics and pandemics;

• wars;

• armed conflicts;

• acts of terrorism;

• civil unrest;

• riots;

• strikes;

• lockouts;

• governmental restrictions;

• changes in legislation;

• judicial or administrative orders;

• interruption of electricity supply;

• telecommunications failures;

• internet outages;

• cyber-attacks;

• banking system failures;

• payment network interruptions;

• international market closures;

• shortages of raw materials;

• transportation disruptions;

• or any other extraordinary event beyond the reasonable control of HAREUS BULLION or the Operating Partner.

29.3

Upon cessation of the Force Majeure event, HAREUS BULLION shall resume performance of its contractual obligations as soon as reasonably practicable.

29.4

The occurrence of a Force Majeure event shall not constitute a breach of this Agreement and shall not entitle either Party to claim compensation for any resulting delay or non-performance.

ARTICLE 30

GOVERNING LAW AND DISPUTE RESOLUTION

30.1

This Agreement shall be governed by the law expressly identified in the specific subscription conditions or, in the absence thereof, by the law determined in accordance with the applicable rules of private international law.

30.2

Where the Customer qualifies as a consumer, nothing contained in this Agreement shall prejudice the mandatory consumer protection rights granted under the laws of the Customer's country of habitual residence.

30.3

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance or termination, shall be submitted to the court having jurisdiction under the applicable laws.

Where legally permitted and where the Customer is not acting as a consumer, the Parties may agree upon the exclusive jurisdiction of a specific court expressly identified in the Particular Conditions.

30.4

Before commencing judicial proceedings, the Parties shall use reasonable efforts to resolve any dispute amicably through negotiations conducted in good faith.

Nothing in this Article shall prevent either Party from seeking urgent interim or precautionary relief before any competent judicial authority.

ARTICLE 31

FINAL PROVISIONS

31.1 Entire Agreement

This Agreement constitutes the entire agreement between HAREUS BULLION and the Customer and supersedes all previous negotiations, communications, understandings and agreements relating to its subject matter.

31.2 Severability

Should any provision of this Agreement be declared invalid, illegal or unenforceable by a competent court or authority, such provision shall be deemed severed without affecting the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

31.3 No Waiver

Failure or delay by HAREUS BULLION to exercise any right or remedy provided under this Agreement shall not constitute a waiver of such right or remedy, nor shall any partial exercise prevent any subsequent exercise thereof.

31.4 Headings

Article titles and headings are inserted solely for convenience and reference purposes and shall not affect the interpretation of this Agreement.

31.5 Language

This Agreement has been originally drafted in the Italian language.

Where translated into one or more foreign languages, the language version expressly designated by HAREUS BULLION as the governing version shall prevail in the event of any inconsistency or conflict of interpretation, except where mandatory provisions of applicable law require otherwise.

31.6 Acceptance

By electronically accepting this Agreement or by using the Platform, the Customer acknowledges that he/she/it has carefully read, fully understood and unconditionally accepted all of its provisions.

ARTICLE 32

SPECIFIC APPROVAL OF CONTRACTUAL CLAUSES

Where required by applicable law, and in particular pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer expressly declares that he/she/it has carefully read and specifically approves the clauses relating to:

• limitations of liability;

• suspension, restriction and termination of the Customer Account;

• procedures governing the submission and execution of Orders;

• completion of transactions;

• determination of transaction prices;

• storage and custody of precious metals;

• Buy Back Service;

• amendments to this Agreement;

• termination rights;

• Force Majeure;

- governing law;
- jurisdiction and dispute resolution;
- limitations relating to the services offered through the Platform;
- intellectual property rights;
- confidentiality obligations;
- processing of Personal Data;
- and any other contractual provisions that may be considered onerous or specifically enforceable under the applicable legislation.

IN WITNESS WHEREOF, the Customer confirms that this Agreement has been read in its entirety, fully understood and accepted through electronic signature or any other legally valid method of acceptance made available by the Platform.