HAREUS BULLION

FRAMEWORK AGREEMENT FOR ACCESS TO THE PLATFORM

General Terms and Conditions for digital services, Access Plans and transactions involving physical investment gold.

HAREUS BULLION LTD

Company incorporated under the laws of England and Wales · Company Number 13979379 · London, United Kingdom.

CRONOMÉTRÀMANEIRA UNIPESSOAL, LDA

Rua da Carreira no. 115–117 · 9000-042 Funchal, São Pedro, Madeira, Portugal · Tax ID PT517808463.

Jointly referred to in this Agreement as “Hareus Bullion”. Platform: hareusbullion.com · Commercial and digital interface for the Italian market.

ITALIAN MARKET VERSION · 2026 EDITION

General Terms and Conditions governing registration with and use of the Hareus Bullion platform.

Contents and structure of the Agreement

This document governs access to the Hareus Bullion platform, Access Plans, submission of operational requests, payments, safekeeping, Buy Back, physical delivery, KYC/AML obligations, data protection and the relationships among the parties involved.

Section	Subject
1	Parties, recitals and operational structure
2	Definitions and nature of services
3	Registration, Account, KYC and AML
4	Access Plans and commercial terms
5	Gold purchases and price determination
6	Safekeeping, storage and nominal ownership
7	Buy Back, liquidation and physical delivery
8	Minting, shipping and logistics costs
9	Inheritance, privacy, security and liability
10	Withdrawal, term, amendments, disputes and final provisions

The financial terms in this document are those communicated for the 2026 edition and may, where permitted, be updated for future transactions only, after notice to the Customer. The terms assigned under an Access Plan remain valid for its stated term, subject to the limits and provisions expressly set out in this Agreement.

1. Contracting parties and entities involved

1.1 Hareus Bullion Ltd

HAREUS BULLION LTD, incorporated under the laws of England and Wales, Company Number 13979379, with its registered office in London, operates jointly with Cronométràmaneira Unipessoal, Lda under the Hareus Bullion brand and platform.

1.2 Cronométràmaneira Unipessoal, Lda

CRONOMÉTRÀMANEIRA UNIPESSOAL, LDA, a Portuguese company with its registered office at Rua da Carreira no. 115–117, 9000-042 Funchal, São Pedro, Autonomous Region of Madeira, Portugal, Tax ID PT517808463, operates with Hareus Bullion Ltd in managing and developing the Hareus Bullion ecosystem.

1.3 Joint definition

For the purposes of this Agreement, Hareus Bullion Ltd and Cronométràmaneira Unipessoal, Lda are jointly referred to as “Hareus Bullion”, without prejudice to the fact that the actual allocation of obligations, invoicing, services and liability must reflect the corporate and operational agreements effectively in force.

2. Joint operation of the platform and commercial partnership

The two companies declare that they jointly operate the digital and commercial ecosystem associated with hareusbullion.com, sharing, under their respective internal arrangements, technology, IT systems, brand, know-how, commercial organisation, administrative services, CRM, customer support and sales network.

For the Italian market, Hareus Bullion undertakes promotion, business sourcing, Customer onboarding, management of Access Plans, support, and collection/transmission of operational requests. Hareus Bullion therefore serves as the Customer’s commercial and digital interface, without automatically acquiring the status of Professional Gold Operator for activities reserved or regulated by applicable law.

2.1 Declared operational offices

• Italy — Rimini

• Portugal — Funchal, Madeira

• United Kingdom — London

3. ASSET S.r.l. — Operating Partner and Professional Gold Operator

For transactions relating to the Italian market, Hareus Bullion uses ASSET S.r.l., referred to herein as the “Operating Partner”, as a Professional Gold Operator. Its authorisation and registration details must be checked against the register in force when this Agreement is used.

Under the operational structure described, ASSET S.r.l. is responsible for the actual execution of gold transactions, including, pursuant to the commercial agreement in force: purchases, holding/storage, safekeeping, Buy Back repurchases, logistics and delivery of bars.

Hareus Bullion does not replace the Operating Partner in the actual execution of gold transactions: it collects and transmits Customer requests, manages the digital and commercial interface, and updates the platform using the operational data and confirmations received.

4. Collection mandate on behalf of ASSET S.r.l.

Under the commercial agreement between the Parties, ASSET S.r.l. grants Hareus Bullion a mandate to collect amounts intended for Customer orders, within the limits, procedures and payment channels provided for in the operational agreement in force.

Amounts received by Hareus Bullion for gold transactions are collected on behalf of the Operating Partner and must be linked to the relevant Customer and, where technically possible, the relevant Order. These amounts are conceptually and financially separate from Hareus Bullion’s own fees for Access Plans and any digital services.

Receipt of payment by Hareus Bullion does not itself mean that an order has been executed. The transaction is completed under the Operating Partner’s procedures after the required checks have been completed and execution confirmation received.

5. Purpose of the Agreement and nature of services

This Agreement governs registration on the platform, Account management, subscription to Access Plans, the informational Wallet, KYC/AML checks, transmission of purchase and liquidation requests, safekeeping, Buy Back, physical delivery and related digital services.

5.1 Nature of the Access Plan

An Access Plan is a service separate from the purchase of gold. Its one-off fee is not the purchase price of metal and does not in itself constitute an investment, bank deposit, deposit-taking, asset management, financial advice or promise of returns.

5.2 Gold purchases

Each gold purchase is an independent transaction initiated by the Customer and subject to the commercial terms of the selected Plan, regulatory checks and actual execution by the Operating Partner.

6. Free registration and opening of an Account

Registration on the Hareus Bullion platform is free of charge. Merely creating an Account confers registered-user status but does not oblige the user to subscribe to an Access Plan or buy gold.

After registering, the user may select one of the available Access Plans. To be authorised to purchase, the user must successfully complete identification, customer due diligence, KYC and anti-money laundering procedures required by law and the Operating Partner’s procedures.

6.1 No recurring obligations

The Customer has no obligation to make recurring, monthly, annual or other periodic purchases. No minimum purchase frequency applies. The Customer independently decides whether, when and how much to buy, subject to the minimum operational amount for each transaction.

The stated minimum operational amount is EUR 100 or, where applicable according to the quotation and the platform’s technical procedures, 1 gram of gold.

7. KYC, anti-money laundering and source of funds

Each Customer must complete the required identification and due diligence checks. Hareus Bullion and/or ASSET S.r.l. may request identity documents, tax identification number, residence, beneficial ownership, information on occupation, source of funds and any other information necessary for regulatory, security or compliance purposes.

• verification of identity and document authenticity;

• identification of any beneficial owner;

• verification of the origin and legality of funds;

• AML checks and, where applicable, sanctions/PEP screening;

• requests for additional documentation;

• suspension or non-execution of transactions in the event of incomplete checks or anomalies.

The Customer undertakes to provide complete, accurate and up-to-date information and declares that the funds used in transactions come from lawful sources.

8. Access Plans — duration and rights granted

Access Plans remain valid for 30 years from activation, unless terminated for another reason provided for in this Agreement. A Plan establishes the Customer’s commercial access level, associated maximum purchasing capacity and economic terms applicable to purchases made through the platform during its validity.

The Plan fee is paid once. The Plan does not oblige the Customer to use the entire purchasing capacity or to make purchases at a particular frequency or by a specific deadline, without prejudice to the overall Plan term.

Plan	One-off activation	Purchase terms	Maximum purchasing capacity	Duration
PREMIUM	EUR 500	14%	EUR 100,000	30 years
UNLIMITED	EUR 1,000	10%	Unlimited	30 years

9. Meaning of the purchase terms

The percentage shown for each Plan represents the commercial term/margin applied to the reference price used for the particular transaction, according to the procedures published and displayed on the platform before the order is confirmed. The final wording of the calculation basis must be consistent with the pricing process actually used by the Operating Partner.

The final gold price depends on the applicable reference quotation at the time of actual execution, the terms assigned to the Plan and any additional costs expressly disclosed before confirmation.

9.1 Purchasing capacity

Purchasing capacity means the maximum aggregate value of purchase transactions permitted under the Plan during its term, except for the UNLIMITED Plan, for which there is no contractual purchasing-capacity ceiling. KYC/AML checks, metal availability and any technical or legal limits always apply.

10. Gold purchasing procedure

Once authorised, the Customer may submit a purchase request through their private area. The Platform collects the request, order data and payment through the available channels and then transmits the information to the Operating Partner.

• selection of the amount or quantity;

• display of applicable terms;

• confirmation of the request;

• payment through enabled methods;

• operational and regulatory checks;

• execution by ASSET S.r.l.;

• update of the Customer’s Wallet position.

A price displayed before execution may be indicative if the system does not provide a price lock. The final price and quantity are those confirmed for the executed transaction.

11. Nominal ownership, Wallet and traceability

Gold purchased in a duly executed transaction is attributed to the Customer according to the Operating Partner’s operational and accounting records. If the Customer elects to leave it in storage, the metal remains nominally allocated to the Customer’s position, and the Platform displays the holding in the Wallet.

The Wallet is a digital information tool allowing the Customer to view quantities, indicative value, transaction history, liquidation/delivery requests and transaction status. It does not replace the Operating Partner’s primary documents and records.

11.1 No intended commingling of funds

Records must allow each position to be linked to the individual Customer under the safekeeping and accounting arrangements actually adopted. The final contractual wording must be aligned with the Operating Partner’s actual storage, insurance and segregation structure.

12. Gold safekeeping and storage

The Customer may choose to leave purchased gold in storage and safekeeping instead of requesting physical delivery. Safekeeping is organised by the Operating Partner at facilities selected by it, under the applicable security, storage, insurance and handling procedures.

12.1 Safekeeping fee

From the time the gold remains in storage, a safekeeping fee of 0.09% per month is charged on the value of the stored gold, using the valuation basis established by the operational procedures.

The accrued fee is recorded progressively. When a cumulative amount of up to EUR 1,000 is reached, the Customer is requested to pay the accrued balance. If payment is not made, where contractually and technically permitted and after notice to the Customer, the amount may be settled using an equivalent portion of the gold held, valued at the rate applicable at the time of the transaction.

13. Buy Back — repurchase and liquidation

The Buy Back service allows the Customer to request total or partial liquidation of the gold held at any time, starting from 1 gram, subject to the minimum holding period for newly purchased gold left in storage.

13.1 Economic terms

The declared commercial term for Buy Back is the applicable daily Index price less a 1.50% processing fee. The actual amount is determined at execution under the Operating Partner’s procedures and operating hours.

13.2 Cash settlement

The Customer may request settlement by bank transfer. Subject to regulatory, banking or operational checks, payment is expected within 7 business days of actual execution and completion of the necessary checks.

14. Settlement by delivery of physical bars

Instead of a bank transfer, the Customer may request settlement of their position by delivery of physical gold bars, starting from a minimum denomination of 5 grams, subject to availability and operational terms.

Normally available denominations: 5 g, 10 g, 20 g, 31 g, 50 g, 100 g, 250 g, 500 g and 1,000 g.

If the value of the liquidated position does not exactly match the value of the requested bars and related costs, any cash balance due to the Customer is settled by bank transfer unless another method is permitted by the applicable procedures.

Availability of individual denominations and production/minting, preparation and shipping times must always be reconfirmed when physical liquidation is requested.

15. Gold bar production/minting costs

The following unit production costs for AH bars apply under the terms communicated for the 2026 edition. Amounts must be reconfirmed when requested.

Denomination	Unit cost
5 g	EUR 35.00
10 g	EUR 35.00
20 g	EUR 45.00
50 g	EUR 50.00
100 g	EUR 60.00
250 g	EUR 70.00
500 g	EUR 100.00
1,000 g	EUR 120.00

For the 31 g denomination, where available, the production cost must be communicated to and accepted by the Customer before execution, as it is not included in the economic schedule provided for this document.

16. Insured shipping costs within Italy

The following rates apply to shipments within Italy with a value of up to EUR 100,000 and a maximum total weight of 900 grams. For shipments exceeding EUR 100,000 in value, a specific quotation must be requested because the cost also depends on insurance cover and applicable logistics terms.

Area	Cost
Islands	EUR 220
Basilicata, Calabria	EUR 150
Umbria, Marche, Campania, Abruzzo, Molise, Puglia, Valle d’Aosta, Trentino-Alto Adige, Friuli-Venezia Giulia	EUR 130

Area	Cost
Piemonte, Liguria, Lombardia, Veneto, Emilia-Romagna, Toscana, Lazio	EUR 120

Rates, insurance cover, carrier, weight/value limits and delivery times must always be reconfirmed before shipment. Any applicable taxes will be indicated in the transaction documents.

16.1 Shipments to Europe and the rest of the world

For all shipments outside Italy, including destinations within the European Union, elsewhere in Europe and throughout the rest of the world, the domestic rate schedule above does not apply. Costs are determined exclusively by a case-by-case quotation taking into account, among other things, destination country, insured value, weight, available carrier, delivery method and any applicable customs or logistics requirements. The quotation and delivery times must be communicated to and accepted by the Customer before dispatch.

17. Timing, availability and delivery

Physical delivery requests are subject to availability of the requested denomination, verification of identity and delivery address, compliance with KYC/AML obligations, payment of applicable costs and confirmation by the Operating Partner.

Production/minting, preparation, insurance and shipping times are not fixed permanent deadlines and must be reconfirmed when liquidation or delivery is requested. They may vary due to availability, volumes, holidays, checks, carriers, insurance coverage, force majeure or market conditions.

Delivery takes place exclusively under security procedures approved by the Operating Partner. The Customer must provide a verifiable address and cooperate with the identification procedures required for delivery.

18. Withdrawal, order irrevocability and minimum storage period

For purchases of physical gold, the Customer acknowledges that, once a transaction has been completed at a price dependent on market fluctuations and/or delivery has been executed under the applicable terms, the right of withdrawal may be excluded in cases provided for by applicable law. The final wording of this clause must be validated by appointed legal counsel in light of the actual sales process and applicable consumer law.

For gold purchased and left in storage, the operational procedure provides for a minimum holding period of 48 business hours before a liquidation/Buy Back request may be submitted or executed, without prejudice to further regulatory or technical restrictions.

Any withdrawal from an Access Plan, where provided for by applicable law and within the relevant time limits, is separate from any purchase of gold and must be governed separately according to the Customer’s status and the actual performance of digital services.

19. Succession and inheritability of gold

Gold duly purchased and attributed to the Customer’s position constitutes an asset transferable to entitled persons under applicable succession law. Upon the Customer’s death, heirs or successors must provide the documents needed to establish their entitlement.

Hareus Bullion and the Operating Partner may suspend movements, liquidations or deliveries until completion of documentary, tax, inheritance, KYC/AML and any authority-required checks.

• death certificate or equivalent documentation;

• succession documents required by law;

• identification and KYC of heirs/successors;

• any required tax or notarial documentation;

• joint instructions from entitled persons, where necessary.

20. Personal data protection and confidentiality

Customer personal data are processed in accordance with applicable data protection law, including Regulation (EU) 2016/679 (GDPR) where applicable, and relevant national law. The Customer must receive a full privacy notice identifying the controllers or joint controllers, purposes, legal bases, retention periods, recipients and exercisable rights.

Data may be processed for Account management, performance of the Agreement, KYC/AML, fraud prevention, payments, support, legal obligations, IT security, operational communications and, only where permitted and on an appropriate legal basis, marketing purposes.

Any data sharing among Hareus Bullion, ASSET S.r.l., payment providers, technology suppliers, logistics providers and advisers must take place only as necessary and under correctly identified and documented privacy roles.

21. Platform security and Customer responsibility

The Customer is responsible for safeguarding their login credentials and must take reasonable measures to prevent unauthorised access. Hareus Bullion may use multi-factor authentication, anti-fraud controls, Account recovery procedures and additional checks for sensitive transactions.

• do not share passwords or authentication codes;

• promptly report suspicious access;

• keep email, telephone, residence and identity details up to date;

• do not use the platform for unlawful purposes or on behalf of undisclosed third parties;

• cooperate with security and compliance checks.

Hareus Bullion may temporarily suspend the Account or individual features in the event of security risks, suspected fraud, regulatory checks, payment anomalies, authority orders or documented technical requirements.

22. No financial advice and market risk

Hareus Bullion provides a commercial and digital infrastructure for access to the services described. Unless a specific, separately authorised service is provided, information on the platform or supplied through support does not constitute financial advice, asset management or a promise of returns.

Gold prices fluctuate. The Customer makes their own decisions about purchase, storage, delivery and liquidation based on their independent assessment. The amount realisable through Buy Back may be higher or lower than the total cost incurred, including purchase terms, safekeeping, minting, shipping and the repurchase processing fee.

23. Term, amendments and termination of services

The Account relationship continues under this Agreement until terminated. Each Access Plan lasts 30 years from activation, unless terminated by rescission, withdrawal where applicable, statutory causes or other circumstances expressly provided for.

Changes affecting digital services, technical procedures, payment channels, logistics partners or regulatory compliance may be introduced when necessary, with notice to the Customer where and when required by law. Such changes must not be construed as a right to retroactively alter accrued economic rights or completed transactions.

If the commercial relationship between Hareus Bullion and the Operating Partner ends, continuity, reporting, management of existing positions and Customer notification procedures must be established consistently with the agreements between the Parties and applicable law.

24. Communications, complaints and support

Contractual and operational communications may be provided through the private area, email, platform notification systems or other contact details supplied by the Customer. The Customer must keep their contact details up to date.

Hareus Bullion provides support regarding the Account, Access Plans, platform and status of requests. Matters strictly concerning the actual execution of gold transactions may be handled with the Operating Partner.

24.1 Complaints

The complaints procedure, official contact details, response times and any alternative dispute resolution mechanisms must be published in the contractual documents and on the website in accordance with applicable law.

25. Governing law, consumers and disputes

This Agreement is governed by the law identified in the subscription terms and by any applicable mandatory rules. Where the Customer qualifies as a consumer, mandatory rights under the law of the country of habitual residence and applicable consumer jurisdiction rules remain unaffected.

Before commencing litigation, the Parties may attempt an amicable settlement or use alternative dispute resolution procedures provided by law. No clause in this Agreement may be interpreted as depriving consumers of mandatory protections.

25.1 Severability

If a provision is void, ineffective or unenforceable, this does not automatically invalidate the entire Agreement; the provision will be interpreted or replaced, to the extent permitted, consistently with applicable law and the lawful economic purpose pursued.

26. Summary of economic terms

Item	Term
Platform registration	Free
PREMIUM Plan	EUR 500 one-off · 14% · up to EUR 100,000 · 30 years
UNLIMITED Plan	EUR 1,000 one-off · 10% · unlimited purchasing capacity · 30 years
Plan duration	30 years
Minimum purchase	EUR 100 or 1 g, depending on operations

Item	Term
Safekeeping	0.09% monthly on stored value
Threshold for settling safekeeping fees	EUR 1,000 accrued
Buy Back	Daily Index less 1.50% processing fee
Minimum liquidation	1 g
Buy Back bank transfer	Within 7 business days, subject to checks
Physical delivery	From 5 g, subject to availability
Minimum holding before liquidation from storage	48 business hours

27. Acceptance and specific approvals

By accepting electronically, the Customer declares that they have received this Agreement and the documents referred to, had the opportunity to review them before subscribing and accept their terms, without prejudice to any mandatory statutory rights.

Specific approval — where required

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, where applicable, clauses requiring separate approval in the legally validated version must be specifically approved, including by way of example: limitations of liability, Account suspension, order execution procedures, collection mandate, safekeeping, Buy Back, contractual amendments, withdrawal, force majeure, governing law and competent court.

The Customer acknowledges that subscription takes place electronically. No handwritten signature of this document is required: acceptance is obtained through the Platform functions according to the registration and subscription process.

28. Electronic conclusion of the Agreement and evidence of acceptance

This Agreement is concluded electronically through the Platform. Before activating services requiring contractual acceptance, the Customer is given the opportunity to consult the General Terms and Conditions and referenced documents and to expressly accept them using the relevant electronic function during registration or subscription.

Electronic acceptance, together with the technical evidence available in the Platform systems, constitutes evidence of the subscription process to the extent permitted by applicable law. Hareus Bullion may record and retain, for contractual, security and evidentiary purposes, the version accepted, date and time of the transaction, Account identifier and other technical evidence generated during subscription, in compliance with data protection law.

The Customer may access the contractual version applicable to their relationship through the private area or other channels provided by the Platform. Subsequent updates are handled under Article 23 and do not retroactively modify transactions already completed, except where required by law.

28.1 Effectiveness

This Agreement becomes effective against the Customer upon completion of the electronic acceptance process provided by the Platform, while gold purchasing remains subject to completion of KYC/AML and any additional required checks.

28.2 Contractual version

The version identified by the Platform at the time of acceptance constitutes the contractual reference text for the relationship, without prejudice to subsequent updates communicated and effective under law and these General Terms and Conditions.