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#### **A. Information on the SilverToken**

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<b>Area of application</b>	<p>Conditions of sale and service</p> <p>By purchasing, transferring or using SilverTokens, you agree to be bound by these Terms. These Terms apply to all transactions related to the SilverTokens, including the purchase, transfer or use of the SilverToken Wallet and Website Services. Use of these services implies that you have read, understood and accepted the Terms in full. If you do not agree to these Terms or any subsequent changes, please discontinue the purchase, transfer or use of SilverTokens immediately. Please note that these Terms may be changed, modified or updated without prior notice. It is the user's responsibility to keep up to date with any changes by regularly checking the latest version of the Terms.</p>
	<p>Permitted users and sanctions for unauthorized users</p> <p>Only authorized persons may participate in transactions with SilverTokens. If an unauthorized person uses the Website Services or accesses the Website, they will be in breach of these Terms and may be subject to confiscation of funds, fiat currency, digital tokens or other assets.</p>
<b>Authorization and restrictions</b>	<p>Excluded persons</p> <p>Excluded Persons are persons who are prevented by applicable law or regulation from participating in the purchase, possession or transfer of fSLVR Tokens. This includes persons acting under or subject to the following conditions:</p> <ul style="list-style-type: none"><li>a) Citizens or residents of a sanctioned country;</li><li>b) Persons on a sanctions list, such as the Specially Designated Nationals and Blocked Persons List (SDN) of the US Office of Foreign Assets Control (OFAC);</li><li>c) Persons affected by applicable anti-money laundering (AML) laws, counter terrorist financing (CTF) laws or other economic sanctions laws;</li><li>d) Persons who provide false or misleading information about their participation.</li></ul> <p>Excluded countries</p> <p>Excluded countries are countries or territories from which persons do not have fSLVR</p>

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acquire, possess or transfer tokens. Persons from the following countries are excluded from participation:

Afghanistan, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Democratic People's Republic of Korea (North Korea), Democratic Republic of Congo, Guatemala, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Lebanon, Libya, Mali, Moldova, Montenegro, Myanmar (Burma), Nicaragua, Niger, Russia, Serbia, Somalia, South Sudan, Sudan, Syria, Tunisia, Ukraine, Venezuela, Yemen, Zimbabwe.

#### Prohibited uses

The use of fSLVR Tokens or associated services for prohibited purposes is strictly prohibited. This includes, but is not limited to:

- a) Transactions aimed at concealing illegal income or disguising its origin;
- b) the use of forged identities or false information when registering or using the services;
- c) Tax avoidance or evasion through the use of fSLVR tokens;
- d) participating in fraudulent or otherwise illegal activities that violate applicable laws.

#### Consequences of violations

If Finest SilverToken or an authorized entity determines that a person is an Excluded Person or is from an Excluded Country, Finest SilverToken may, at its sole discretion, take action, including blocking accounts, confiscating funds or reporting to appropriate authorities, without prior notice to the user.

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Definitions	<p>In these Terms and all documents incorporated herein, the following terms shall have the following meanings unless otherwise specified:</p> <p>1. <b>SilverTokens:</b> Digital tokens that represent ownership of physical silver. Each token corresponds to a certain amount of silver deposited in the silver reserves of a custodian.</p> <p>2. <b>Custodian:</b> The custodian responsible for the safekeeping of the physical silver reserves. The custodian fulfills the requirements of the "London Good Delivery" standards and holds the silver on behalf of the token holders.</p> <p>3. <b>Digital token:</b> A digital representation of value that serves as a medium of exchange, unit of account, store of value or similar function, but is not issued or guaranteed by a government or country.</p> <p>4. <b>Fiat:</b> currency of a country or jurisdiction that is the legal tender of a country or jurisdiction.</p>
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is a means of payment issued by the state and in circulation, such as the euro or US dollar.

5. AML (Anti-Money Laundering): Measures to prevent money laundering in accordance with the applicable laws that aim to disguise or conceal the origin of illegal proceeds.

6. CTF (Counter-Terrorist Financing): Measures to combat terrorist financing in accordance with applicable laws aimed at preventing the financial support of terrorist activities.

7. Prohibited Person: A person who is not authorized under applicable laws and regulations to acquire, hold or transfer SilverTokens. This includes, in particular, persons who are resident in a sanctioned country or on sanctions lists such as the OFAC's Specially Designated Nationals and Blocked Persons List.

8. Prohibited Jurisdictions: Countries or regions in which persons are not authorized to acquire, hold or transfer SilverTokens. The sanctioned countries include Afghanistan, Belarus, Bosnia and Herzegovina, Burundi, Central African Republic, Democratic People's Republic of Korea (North Korea), Democratic Republic of Congo, Guatemala, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Lebanon, Libya, Mali, Moldova, Montenegro, Myanmar (Burma), Nicaragua, Niger, Russia, Serbia, Somalia, South Sudan, Sudan, Syria, Tunisia, Ukraine, Venezuela, Yemen and Zimbabwe.

9. Government Official: An officer or employee of a government, a director or employee of a state-owned enterprise, a candidate for public office, or any person who serves in an official capacity for a government, even if that person serves in that capacity temporarily and without compensation.

10. Silver Reserves: Specific silver bars that meet London Good Delivery standards, are stored in the custodian's vaults and can be identified by a unique serial number, weight and purity.

11. Custodial Services: The custodial services provided by the Custodian for the secure storage of physical silver reserves on behalf of SilverToken holders.

12. Fiat account: An account held in a fiat currency issued by a government and recognized as legal tender.

13. Blockchain: A decentralized, digital ledger that records transactions in a way that is secure, transparent and unalterable. The blockchain is

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is used to track and transfer SilverTokens.

14. Wallet: A digital wallet that is used to store digital tokens or silver tokens. It can function as a software or hardware wallet and contains private keys for accessing the tokens.

15. Private keys: Cryptographic keys that enable access to the tokens stored in a wallet. They are essential for the ownership and transfer of digital assets.

16. Contractual terms: The agreements between the issuer of the SilverTokens and the buyer that govern all legal obligations and risks of use.

17. Token holder: A person or company that owns SilverTokens. The token holder has the right to hold, transfer or redeem these tokens under certain conditions.

18. London Good Delivery: A standard set by the London Bullion Market Association (LBMA) which ensures that silver bars meet certain requirements in terms of weight and purity.

19. Government Approval: Any permit, license or other governmental approval required to legally conduct business in connection with SilverTokens.

20. Customer verification: The process by which a buyer or holder of SilverTokens is verified to ensure that they comply with legal requirements (KYC - Know Your Customer).

21. Custody costs: Fees incurred for the storage of physical silver reserves by the custodian.

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Product token	The finest SilverToken represents one right to purchase goods for 100g of silver per token
	999.9/1000 as slab bars from an LBMA-certified manufacturer with shipping in

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in the EU and safe collection in Germany. Possible manufacturers: Valcambi, Switzerland; Heraeus, Germany; others.

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Target group	Our silver token is aimed at private and institutional holders who wish to digitally represent their ownership of physical silver without having to store the silver themselves. The token offers a secure, transparent and simple way of documenting the value of the deposited silver without it being a speculative investment or a financial instrument. The silver token is designed solely as a commodity equivalent and is not intended to generate profits or returns.
Token type	Commodity token on Cardano (commodity token), represents a certain proportion of physical silver deposited with a custodian.
Commodity equivalent	Our silver token serves as digital proof of ownership of physical silver deposited in secure custodians. The token offers no guarantee or promise of financial gains or returns. It simply allows you to prove your share of the deposited silver in a secure and transparent way. The value of the token represents only the current market value of the silver, without any additional financial interest or speculative profit opportunities. There are no promises of increases in value, and the token does not serve as an investment in a speculative product, but as a simple commodity equivalent.
Means of payment	The token is not legal tender. It merely serves as proof of physical silver and can be redeemed for the physical equivalent.
Depository	Depository: pro aurum GmbH, Joseph-Wild-Straße 12, 81829 Munich, Germany. Registered office: Munich, registration court: Munich Local Court Reg. No. HRB 178875. Competent chamber: Munich Chamber of Industry and Commerce. VAT identification number: DE 264042321. The physical silver represented by our Finest SilverToken (fSLVR) is held in highly secure, independent and certified custodians. As a renowned provider, pro aurum GmbH fulfills all regulatory requirements in Germany, the EU and the USA, including the provisions of BaFin, the EU regulation MiCA (Markets in Crypto-Assets) and the regulations of the SEC (Securities and Exchange Commission). Our partners for the safekeeping of silver are regularly inspected by independent auditors to ensure that all necessary legal, security and regulatory standards are met. be. These standards include:

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Security protocols for the physical storage of the silver, including comprehensive insurance policies and monitoring measures.

Transparency requirements to ensure that each unit of silver bullion is clearly identifiable and meets the highest requirements of the London Good Delivery Standards.

Compliance with Anti-Money Laundering (AML) and Counter-Terrorist Financing (CTF) regulations, as well as the implementation of Know-Your-Customer (KYC) processes to verify the identity of all parties involved.

Regular audit reports and inspection to ensure the allocation of the physical silver to the digital fSLVR tokens for token holders.

Custody is designed in such a way that the holdings are allocated to the holders of the fSLVR tokens at all times and can be reclaimed if necessary, either by exchanging them for physical silver or by selling the silver to authorized dealers.

Through these measures, we ensure that the value and security of your digital silver holdings are in line with the highest international standards for transparency, security and compliance.

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Silver delivery claim	The possession of a token does not grant an automatic entitlement to the physical delivery of silver. The token represents a share of physical silver, but it serves exclusively as a digital equivalent to this physical value. Any redemption options we offer are voluntary and relate solely to the exchange of the token for the deposited silver. This exchange is made at current market conditions, but without any guarantee of profits or returns. Our silver token is not designed as a speculative financial product, but as a convenient way of documenting your ownership of physical silver. The delivery claim is made by shipping or collection. Shipping is offered in Germany and the EU. Collection is offered in Germany. Only verified users who have gone through the identification process are authorized to redeem SilverTokens. Redemption is made in physical silver.
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Issuer	Our silver token is managed by [FI finest Investments GmbH, Luegallee 12, 40545 Duesseldorf, Germany, Managing Director: Tim Brückmann. Commercial Register: HRB 104198, Duesseldorf Local Court. VAT ID: DE368580709] issued as a digital representation of physical silver. The token serves the sole purpose of documenting the value of the deposited silver and offers a secure and transparent way to digitize physical ownership. The silver token is not a financial instrument and is not used to raise capital. All issued tokens are directly linked to physical silver deposited in secure custodians. The token is therefore a commodity equivalent and does not constitute a form of capital investment.
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Tradability	Our silver token is designed to digitally represent the value of physical silver. The token can be transferred in peer-to-peer transactions between individuals, but only without the intention of making a profit. Please note that our silver token serves solely as a commodity equivalent and not as a speculative financial product. Any form of trading aims to reflect ownership of the underlying silver and not to generate financial gain from trading activities. We thus ensure security and transparency for all holders.
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Repurchase obligation	Our silver token is designed as a digital representation of physical silver. There is no repurchase obligation on the part of the issuer. The token can only be exchanged for the deposited physical silver, but without the guarantee of a fixed price or the assurance of a financial return. This redemption takes place exclusively at current market conditions and serves purely to exchange tokens for goods. Our silver token is not a financial instrument and has no speculative intentions.
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Price list	<p>1. Purchase / one-off costs</p> <ul style="list-style-type: none"><li>a. The purchase price of the silver includes a premium of EUR 9 per gram on the spot price of silver.</li><li>b. Minimum purchase quantity: 1 token.</li><li>c. Processing conditions: Once payment has been received, the corresponding SilverTokens will be sent to the buyer's wallet. The buyer must ensure that their wallet is set up correctly to guarantee receipt.</li></ul> <p>2. Storage / annual costs</p> <ul style="list-style-type: none"><li>a. For the secure storage of the silver, monthly fees of 0.1 % of the value of the goods. The commodity value is the sum of the spot price of silver plus a premium of EUR 9 per gram.</li><li>b. The storage costs for a period of 5 years (until 09/2029) are due at the time of purchase. Clarification Example calculation: The storage costs for 5 years at a silver price of EUR 84 (including premium) amount to EUR 5.04 per gram. The storage costs will not be reimbursed pro rata if the silver is called up before the end of the 5- year period.</li></ul> <p>3. shipping / one-off costs</p> <ul style="list-style-type: none"><li>3a. within Germany</li></ul> <p>The costs for insured shipping within Germany are as follows:</p> <ul style="list-style-type: none"><li>a. EUR 19 for goods worth up to EUR 1,000</li></ul>
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b. 39 EUR for goods worth between 1,000 EUR and 25,000 EUR  
c. EUR 49 for goods worth EUR 25,000 or  
more. 3b. Shipping within the EU  
The shipping costs for insured shipping within the European Union are EUR 89.  
3c. Shipping USA and other countries  
We currently only offer shipping in Germany and the EU. Not in the USA and other countries.

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**Storage costs after 5 years** The buyer / owner / holder undertakes to pay the storage fees due for the next 5 years (October 2029 - September 2034) in full via the platform <https://www.finest.investments/> by October 2028 at the latest. This is repeated every 5 years. If the storage fees are not paid by this time, FI Finest Investments GmbH reserves the right to sell the buyer's silver tokens. Prior to a sale, the buyer will be sent a written reminder with a reasonable deadline for payment of the outstanding storage fees, provided the data is available in current form. Should the buyer / owner / holder fail to meet this deadline, FI Finest Investments GmbH is entitled to sell the corresponding silver in order to cover the outstanding storage fees. If the proceeds of the sale exceed the amount of the storage fees due, the surplus will be refunded to the buyer after deduction of the costs and fees incurred. This arrangement serves to ensure payment of the storage fees and is binding in accordance with the contractual agreements.

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**Contact us**

1. E-mail contact by topic:  
support (at) finest (dot) investments redeem  
(at) finest (dot) investments datenschutz (at)  
finest (dot) investments legal (at) finest (dot)  
investments behoerde (at) finest (dot)  
investments
2. Post  
FI finest Investments GmbH, Luegallee 12, 40545 Duesseldorf, Germany

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**Your rights**

1. Ownership of physical silver  
The silver token represents digital proof of ownership of a certain amount of physically stored silver. The buyer has the right that the token represents a fixed proportion of physical silver, which is proven to exist and is stored securely.

## 2. Transparency and traceability

Under German and EU law, including the MiCA Regulation, the buyer is entitled to full transparency regarding the silver token and the underlying physical silver. This includes information about the storage, current holdings and value of the silver allocated to the token.

## 3. Option for physical redemption

The buyer has the option of exchanging the silver token for the deposited physical silver under the contractually agreed conditions. This option takes place exclusively in accordance with the specified contractual conditions and without any automatic redemption or promise of profit.

## 4. Data protection rights

In accordance with the General Data Protection Regulation (GDPR), the buyer has the right to protection of their personal data. This includes the right to access, rectification, erasure and restriction of processing of personal data collected in the course of the transaction.

## 5. Waiver of right of withdrawal

As part of the purchase of the Silver Token, the buyer declares that he expressly agrees that the performance of the service may begin before the expiry of the withdrawal period. He acknowledges that with the start of the provision of the services, the right of withdrawal shall lapse: "I agree and expressly request that the performance of the services ordered be commenced before the expiry of the withdrawal period. I acknowledge that I lose my right of revocation upon commencement of the provision of the services. The buyer hereby declares that FI Finest Investments GmbH can process the order without a right of withdrawal as soon as the execution of the order begins.

## 6. Protection against misuse and fraudulent activities

The buyer is entitled to protection against misuse of the silver token and fraudulent transactions. This includes protection against unauthorized transactions and the possibility to report suspicious activities, in particular within the framework of the European Anti-Money Laundering (AML) guidelines.

## 7. Right to information and correction

The buyer has the right to receive information about the status of his holdings and the allocated silver at any time. In addition, the buyer can have any errors in the allocation or transactions corrected.

## 8. Warranty claim

If the silver token does not contain the contractually agreed proportion of physical silver

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or if there are discrepancies in the management of the silver, the buyer has the right to rectification or reversal in accordance with the applicable warranty rights of the German Civil Code (BGB).

**9. Right to fair and transparent contractual conditions**

In accordance with EU Directive 93/13/EEC, the buyer has the right to ensure that the terms of the contract are fair, transparent and free from unfair terms. No hidden fees or disadvantageous conditions may be included.

**10. Right to legal claims in the event of non-fulfilment of the contract**

Should the issuer fail to fulfil its contractual obligations, in particular the If the buyer fails to provide the deposited silver, the buyer has the right to assert legal claims. This may include rescission of the contract in accordance with German and European contract law.

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Compliance, data protection	<p>As part of the KYC (Know Your Customer) check to establish identity, prevent money laundering and monitor wallets and transactions, we work internationally with the following partners: IAMX AG, Zug, Switzerland, Intrum, IDnow and Merkle Science. The collection and storage of the customer data collected is carried out in accordance with the applicable legal provisions. In accordance with the international AML and CTF guidelines, including the FATF recommendations, customer data is stored in the respective regions as follows:</p> <p>Germany and EU: In accordance with the German Money Laundering Act (GwG) and the European AML guidelines, the data is stored for at least 5 years after the end of the business relationship.</p> <p>Switzerland: In accordance with FINMA requirements, the retention period is up to 10 years.</p> <p>USA: Data is stored in accordance with the requirements of the Bank Secrecy Act (BSA) and the requirements of the Financial Crimes Enforcement Network (FinCEN), whereby data is stored for at least 5 years.</p> <p>China: In accordance with local AML laws, the retention period is up to 5 years.</p> <p>Japan: Customer data is retained for 7 years in accordance with the Japanese Act on Prevention of Transfer of Criminal Proceeds.</p> <p>India: According to the guidelines of the Reserve Bank of India and the national AML laws, the retention period is 10 years.</p>
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After these periods have expired, the data is either deleted or anonymized, unless there are other legal obligations that require longer storage. The data is also stored in accordance with the General Data Protection Regulation (GDPR) and other relevant international data protection regulations, which ensure that personal data is only stored for as long as is necessary for the respective processing purpose.

When processing payments, withdrawals and other services for you, we only share the minimum personal data required with the service providers involved in the transaction. These may include, but are not limited to, the following companies: Intermediary banks, clearing houses and settlement systems; Specialized payment service providers such as SWIFT; Credit card associations and card settlement platforms. In certain cases, we also share personal data with our suppliers who provide services such as IT support, hosting, communications, fraud prevention and similar services. We ensure that these service providers comply with our international data protection security standards to protect your data.

If necessary, we may also share your personal data with public or regulatory authorities to comply with international and national legal obligations, such as those required by FATCA, CRS or other local regulations.

Our Compliance Officer and Data Protection Officer Tim Heidfeld is responsible for all legal and regulatory issues relating to compliance in the area of FI Finest Investments GmbH. He monitors compliance with all applicable international legal provisions and guidelines, including BaFin requirements, the European MiCA Regulation, FATCA/CRS requirements and other global compliance requirements. In addition, he ensures that all data protection requirements are met in accordance with the GDPR and other relevant international data protection laws.

If you have any questions on legal, regulatory or data protection issues, please contact our Compliance Officer and Data Protection Officer directly: [tim.heidfeld](mailto:tim.heidfeld@finest-investments.com) (at) finest (dot) investments.

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Purchase and redemption      Purchase and redemption of SilverTokens  
of

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## SilverToken

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### Purchase of SilverTokens

#### A. Product purchase process SilverTokens in steps

##### 1. Create a user account Visit our website at

[<https://www.finest.investments/>](https://www.finest.investments/) and create your personal user account.

##### 2. KYC test (Know Your Customer)

As part of the KYC check, we verify your identity and carry out measures to prevent money laundering, wallet checks and transaction monitoring. We work together with the following partners for this: IAMX AG Switzerland, as well as the service providers Intrum AG Switzerland, IDnow GmbH Germany and Merkle Science Americas Inc. Scope of the KYC (Know Your Customer) check: ID verification, AML, wallet and transaction monitoring.

##### 3. order

After a successful KYC check, you can place your order conveniently via [<https://www.finest.investments/>].

##### 4. Payment methods / Top-up account

###### a. Payment methods:

We offer a variety of payment options, including credit card, Gpay, Apple Pay, PayPal, SEPA bank transfer, Revolut, ACH SWIFT, SEPA bank transfer and USDC payments via the payment service provider Paybis.

###### b. Payment processing:

Payment is made via FI Finest Investments GmbH in cooperation with our payment service provider Paybis,

##### 5. Receiving the tokens

After successful payment, the tokens are transferred directly to your wallet. Support: support@finest.investments

#### B. Price list

##### 1. Purchase / one-off costs

a. The purchase price of the silver includes a premium of EUR 9 per gram on the spot price of silver.

b. Minimum purchase quantity: 1 token.

c. Processing conditions: Once payment has been received, the corresponding SilverTokens will be sent to the buyer's wallet. The buyer must ensure that their wallet is set up correctly to guarantee receipt.

2. Storage / annual costs

- a. For the secure storage of the silver, monthly fees of 0.1 % of the value of the goods. The commodity value is the sum of the spot price of silver plus a premium of EUR 9 per gram.
- b. The storage costs for a period of 5 years (until 09/2029) are due at the time of purchase. Clarification Example calculation: The storage costs for 5 years at a silver price of EUR 84 (including premium) amount to EUR 5.04 per gram. The storage costs will not be reimbursed pro rata if the silver is called up before the end of the 5- year period.

3. Shipping / one-off costs

3a. within Germany

The costs for insured shipping within Germany are as follows:

- a. 19 EUR for goods worth up to 1,000 EUR
- b. EUR 39 for goods worth between EUR 1,000 and EUR 25,000
- c. 49 EUR for goods values from 25,000 EUR.

3b. Shipping within the EU

The shipping costs for insured shipping within the European Union are EUR 89.

3c. Shipping USA and other countries

We currently only offer shipping in Germany and the EU. Not in the USA and other countries.

C. Redemption / collection of the silver:

- a. The silver can be collected physically in Germany after going through the redeem process at the following locations of the partner Pro Aurum: Munich: pro aurum GmbH, Joseph-Wild-Straße 12, 81829 Munich-Riem; Berlin: pro aurum GmbH, Hardenbergstraße 8, 10623 Berlin; Bad Homburg: pro aurum GmbH, Haingasse 22 / corner of Höhestraße, 61348 Bad Homburg v.d.H.; Dresden: pro aurum GmbH, Postplatz 1, 01067 Dresden; Düsseldorf: pro aurum GmbH, Luisenstraße 55, 40215 Düsseldorf; Hamburg: pro aurum GmbH, Rödingsmarkt 39, 20459 Hamburg; Saarbrücken: pro aurum GmbH, Ursulinenstraße 2, 66111 Saarbrücken; Stuttgart: pro aurum GmbH, Heustegstraße 28, 70180 Stuttgart; Ulm: pro aurum GmbH, Neue Straße 44, 89073 Ulm; Zurich: pro aurum Schweiz AG, Weinbergstrasse 2, CH-8802 Kilchberg ZH.
- b. There are no fees for redemption.
- c. The processing of a redemption request takes up to several working days.
- d. Only verified users who have gone through the identification process are authorized to redeem SilverTokens. Redemption takes place exclusively in physical silver
- e. Refusal to redeem: The issuer reserves the right to refuse to redeem or sell SilverTokens if there is a suspicion of

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fraudulent activities or violations of applicable laws.

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Dealing with blockchain forks	Dealing with blockchain forks 1. In the event of a fork of the blockchain, there may be different versions of the network, possibly resulting in multiple versions of digital tokens. In such a case, Finest Investments GmbH will determine which blockchain version is the official and supported version for fSLVR. 2. fSLVR issued on an alternative blockchain version or created by third parties as so-called "wrapped" or "bridged" tokens are not recognized as genuine fSLVR and are not backed by the custody of the physical silver. 3. Finest Investments GmbH reserves the right to temporarily or permanently suspend services in the event of a fork in order to ensure the integrity of the product.
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Declaration of consent	By purchasing, transferring or using SilverTokens, you agree to be bound by these Terms. These Terms apply to all transactions related to the SilverTokens, including the purchase, transfer or use of the SilverToken Wallet and Website Services. Use of these services implies that you have read, understood and accepted the Terms in full. If you do not agree to these Terms or any subsequent changes, please discontinue the purchase, transfer or use of SilverTokens immediately.
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Please note that these terms and conditions may be changed, adapted or updated without prior notice. These Terms were last updated on [date of last version]. It is the responsibility of users to keep themselves informed of changes by regularly consulting the latest version of the Terms.

#### Permitted users and sanctions for unauthorized users

Only authorized persons may participate in transactions with SilverTokens. If an unauthorized person uses the Website Services or accesses the Website, they will be in breach of these Terms and may be subject to confiscation of funds, fiat currency, digital tokens or other assets.

## B. Legal documentation

Purpose	This information document provides you with key details about this product. It is a commodity token and not a financial instrument or security. The sole purpose of this information is to clearly explain the characteristics of the product, the potential risks and the costs involved. The token gives you access to physical silver and is not a speculative investment. The aim of this document is to give you an overview of the product so that you can compare it with other commodity equivalents.
Product	This product is a commodity token that digitally represents the ownership of physical silver and allows you to manage your silver easily and securely. The token represents a certain amount of physical silver that is securely stored in certified depositories. It is a digital equivalent of physical silver and not a financial instrument or security. The value of the token reflects the current market value of the deposited silver, without speculative profit motives. The token is used exclusively for the digital management and documentation of physical silver ownership.
Goals	This product aims to manage the ownership of physical silver securely and efficiently by enabling digital documentation and traceability of silver. It provides access to physically stored silver without the owner having to store the silver themselves, creating a convenient and secure solution. In addition, the token ensures a transparent ownership structure by clearly and traceably mapping the proportion of physical silver. At the same time, the product ensures cost-efficient storage in certified custodians, which reduces the expense of physical storage. The token offers flexibility in holding silver without containing speculative elements or promises of profit, focusing solely on holding and managing the physical value of silver.
Technical functions, processes and sources	<ol style="list-style-type: none"><li>1. Creation and allocation of tokens: Automatic and secure issuance of tokens only with deposited silver</li><li>2. Management of ownership rights (ownership tracking): Ensuring the seamless and tamper-proof transfer of ownership</li><li>3. Automatic verification of token collateralization: Regular, automated Verification that the tokens are actually backed by physical silver</li></ol>

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4. Redeem function: Allows holders to exchange their tokens for physical silver.
5. Link to physical silver holdings: Automatic linking between tokens and the physical silver holdings to ensure that each token is covered
6. Compliance and KYC check: Automatic verification and compliance with legal requirements for money laundering prevention (KYC, AML)
7. Transaction and administration fees: Automatic calculation and processing of fees for transactions
8. Enforcement of sanctions and blocks: automatic blocking or restriction of transactions in the event of violations of legal requirements

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Complaint	Complaints regarding the silver token can be submitted by e-mail to legal (at) finest (dot) investments or in writing by post to the following address: FI finest Investments GmbH, Luegallee 12, 40545 Duesseldorf, Germany.
Dispute resolution and applicable law	<p>Dispute resolution and applicable law</p> <p>Dispute resolution</p> <p>All disputes, claims or controversies arising out of or in connection with the use of the Finest SilverToken (fSLVR) shall be resolved in accordance with the provisions of the following section on competent jurisdiction and applicable law. The parties undertake to resolve disputes primarily through negotiations and out-of-court settlements. Should this not be possible, the following conditions shall apply</p> <p>Regional regulations</p> <p>1. International users and companies outside specific regions</p> <p>Disputes involving international users and companies outside the regions listed below</p> <p>The laws of the British Virgin Islands (BVI) apply to all users located in the specific regions mentioned above. These users agree that all disputes will be resolved in the courts of the British Virgin Islands.</p> <p>2. Germany and the European Union (EU)</p> <p>For users and companies based in Germany or another EU member state, the law of the Federal Republic of Germany applies. Legal disputes are to be settled before the competent German courts. In the EU, the respective national law of the user's country of residence shall apply, provided that this is in accordance with European regulations.</p> <p>3. Switzerland</p> <p>Swiss law applies to users domiciled in Switzerland. Legal disputes are to be settled before the competent courts in Zurich.</p>

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#### 4. USA

Users and companies based in the USA are subject to the laws of the State of New York. Disputes will be resolved exclusively in the courts of the State of New York, unless otherwise required by regulatory authorities such as the Securities and Exchange Commission (SEC).

#### 5. China

Chinese law applies to users in the People's Republic of China. Disputes will be heard by the competent courts in Beijing. Users must ensure that they comply with local laws and regulations, particularly with regard to trading in digital assets, which is heavily regulated in China.

#### 6. Japan

Japanese law applies to users and companies based in Japan. Disputes shall be settled before the competent courts in Tokyo.

#### 7. India

Users and companies based in India are subject to Indian law. Disputes are to be settled before the competent courts in New Delhi.

#### Exclusive jurisdiction

The parties agree that the courts specified above shall have exclusive jurisdiction over all disputes arising out of or in connection with these terms and conditions or the use of fSLVR. No action may be brought in any other jurisdiction.

#### Waiver of trial by jury

To the extent permitted by law, the parties irrevocably waive their right to a trial by jury in any legal proceeding relating to these Terms or the use of the fSLVR. This waiver extends to any claims or disputes brought in court.

#### Individual claims

All claims or disputes relating to the fSLVR must be asserted on an individual basis. Class actions or consolidations of multiple claims are not permitted unless the parties agree in writing.

#### Applicable law

These Terms and any disputes arising out of or in connection with them shall be governed by the laws of the relevant jurisdiction as set out above. Conflict of laws provisions that could lead to a different applicable law are excluded.

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User declarations and guarantees	<p>User declarations and guarantees</p> <p>By using the services of Finest SilverToken (fSLVR), the user declares and guarantees:</p> <ol style="list-style-type: none"><li>1. Legal authorization: The user declares that he is fully authorized under applicable law to use the services of fSLVR and that he is not prohibited from using them by any national or international laws.</li><li>2. Conformity with AML and CTF laws: The user confirms that they are not in breach of any anti-money laundering (AML) or countering the financing of terrorism (CTF) laws. The user further assures that the use of fSLVR services does not serve to conceal illegal activities.</li><li>3. Legality of the funds: The user guarantees that all funds used for transactions with fSLVR are legally acquired and free from third-party claims or encumbrances. No transaction will be carried out with funds originating from criminal or illegal sources.</li><li>4. Accuracy of the information: The user undertakes to provide all information provided for registration or use of the services of fSLVR correctly and completely. The user guarantees that all information provided is current and truthful and that he/she will inform fSLVR immediately of any changes.</li><li>5. Use of the services: The user declares that he will not use the services of fSLVR for illegal purposes, including but not limited to tax evasion, fraud or other unlawful activities. The user undertakes not to use fSLVR in a way that violates applicable laws or regulations.</li><li>6. Safety measures: The user undertakes to take appropriate security measures to prevent unauthorized access to their digital wallets or accounts, including the regular updating of passwords and the use of two-factor authentication.</li></ol> <p>Breach of the representations and warranties: If a user violates these representations and warranties, fSLVR reserves the right to block the user's access to the services, refuse transactions or terminate the user's account.</p>
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Majeure)	<p>Finest SilverToken (fSLVR) is not responsible for damages, delays or non-fulfillment of obligations due to extraordinary circumstances, including but not limited to: market volatility that could affect the proper functioning of the token platform; - cyberattacks or other security incidents that lead to interruptions in operations; Natural disasters, such as earthquakes, floods or fires that could disrupt business operations; Government actions, including changes in legislation, that affect the trading or custody of SilverTokens; Technical failures of third-party providers, such as failures of blockchain networks or payment service providers.</p> <p>In cases of force majeure, Finest SilverToken (fSLVR) is relieved of responsibility for the fulfillment of its obligations for as long as the circumstances persist. This also includes the possibility that access to the SilverTokens or transaction processing may be temporarily restricted.</p>
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Tax declaration and obligations	<p>Tax declaration and obligations</p> <p>International scope:</p> <ol style="list-style-type: none"> <li>1. Users in the USA must comply with the Foreign Account Tax Compliance Act (FATCA), which means that they must report all relevant information about their SilverToken holdings and the resulting income to the US tax authorities (IRS). have to report.</li> <li>2. In EU countries and Switzerland, users must meet the requirements of the Common Reporting Standard (CRS) and submit tax-relevant information, particularly on capital gains.</li> <li>3. In China, Japan and India, local tax laws apply to ensure that income and gains from trading or holding SilverTokens are correctly reported and taxed.</li> </ol>
Limitation of liability	<p>Limitation of liability</p> <p>Technical problems: No liability for losses caused by technical problems, such as blockchain forks, software errors, system failures or maintenance times. Should there be disruptions or delays in the service, the provider accepts no liability for financial losses or other damages.</p> <p>Misuse or loss of access data: The user is solely responsible for the secure storage of his/her access data (such as passwords or private keys). Losses resulting from the misuse or loss of this information are the responsibility of the user.</p> <p>Market price fluctuations: The provider assumes no liability for losses or Disadvantages arising from fluctuations in the market value of SilverTokens. The market price of SilverTokens can vary greatly, which can lead to losses in value,</p>

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for which no compensation or liability is assumed.

SilverTokens are not legal tender and are not guaranteed or insured by any government or public body. There is no government protection or deposit insurance for losses in connection with the possession or use of SilverTokens.

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Disclaimer	<p>The information provided does not constitute a prospectus or other offering material. It does not constitute an offer to sell or a solicitation of an offer to buy securities or other financial instruments in any jurisdiction. The terms and conditions mentioned herein, in particular with respect to staking or other additional aspects, may change in the future without notice. In addition, some of the information published herein may contain forward-looking statements. You are cautioned that forward-looking statements are not guarantees of future performance and involve risks and uncertainties. Actual results may differ materially from those in the forward-looking statements due to various factors. The information contained herein should not be construed as economic, legal, tax or other advice. Users are advised not to base their investment or other decisions solely on the information contained herein. The information provided does not constitute legal or tax advice. It is provided for general information purposes only. If you have specific legal or tax questions, we recommend that you consult a qualified legal or tax advisor.</p>
Risks	<p><b>1. Market risk</b> The value of silver can rise or fall due to fluctuations on the global commodity markets. Economic, political and currency events influence the price of silver, which can lead to potential losses.</p> <p><b>2. Liquidity risk</b> There is no guarantee that silver tokens can be easily traded or sold at any time. The market for silver tokens may be less liquid at certain times, which may make selling more difficult or result in lower prices.</p> <p><b>3. Custody risk</b> Although the physical silver is stored in secure depositories, there are potential risks associated with the security and access to the silver, particularly if a third party takes custody.</p>

**4. Currency risk**

As the price of silver is usually quoted in US dollars, changes in the exchange rate between the euro and the US dollar (or other currencies) may affect the effective returns or losses.

**5. Regulatory risk**

Regulations in the area of silver tokens may change, which could have an impact on the trading, ownership or taxation of the token. Such changes could result in additional legal requirements or restrictions.

**6. Operating risk**

Errors in the management of the token or in the physical storage of the silver as well as technical failures or communication problems can lead to losses.

**7. Loss of access to digital wallets**

If the token holder loses access to their digital wallet (e.g. due to loss of access data or keys), this can lead to a permanent loss of the silver tokens.

**8. No promise of profit**

The purchase of silver tokens does not include any guarantee of returns or financial gains. The value of the token is closely linked to the price of silver, which can be volatile.

**9. No statutory deposit protection**

Unlike bank deposits, silver and silver tokens are not protected by statutory deposit guarantees. In the event of losses, there is no protection from the state.

**10. Legal risks**

The legal status of silver tokens may differ depending on the jurisdiction, which may affect the ownership or trading of the token.

**11. Technological risks**

As silver tokens are based on blockchain technology, there are potential risks from security vulnerabilities, software errors or cyberattacks that could affect the functionality and security of the tokens.

**12. No buyback guarantee**

There is no obligation on the part of the issuer to buy back the tokens. The token can only be redeemed for the deposited physical silver, if this is provided for, and at the current market value, without any promise of return.

**13. Possible tax risks**

The taxation of owning and trading silver tokens can vary depending on the country and individual situation. Changes in tax laws can affect the value or attractiveness of the product.

**14. Systemic risk**

Crises on the financial markets or in the global economy could have a strong impact on the price of silver, which could lead to unforeseeable losses or gains. Such crises could also restrict access to physical silver reserves.

**15. Trust risk in the issuer**

There is a risk that the issuer of the silver token may get into financial difficulties, which could have an impact on access to the physical silver.

**16. Insolvency of the depositaries**

If the custodian storing the physical silver becomes insolvent or experiences legal difficulties, access to the silver holdings could be restricted.

**17. No access to compensation systems**

Silver tokens are not covered by state-guaranteed compensation schemes or deposit guarantee schemes such as bank deposits.

**18. Complexity of the product**

Owning a silver token can be difficult for inexperienced investors to understand. The technical and legal structure must be fully understood in order to avoid making the wrong decisions.

**19. Cyber security risks**

Attacks on platforms, wallets or the blockchain itself can lead to tokens being stolen or rendered unusable, which could result in financial losses.

**20. Fork risk**

As SilverTokens are based on blockchain technology, there is the possibility of a so-called "fork" of the blockchain, where two or more different versions of the blockchain exist. In the case of a fork, it is possible that an alternative token exists on the new blockchain that is not recognized as a genuine silver token. It is the responsibility of the issuer to determine which blockchain is supported and the user must ensure the migration of their SilverToken to a supported blockchain.

**21. Technological development risks**

Advances in blockchain technology or regulatory changes may lead to

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lead to certain platforms on which SilverTokens are traded becoming obsolete or insecure. This could lead to the need to migrate to new technologies or platforms to ensure the trading and security of the tokens.

#### 22. Risk from third-party providers

The safekeeping and management of silver reserves may be carried out by third parties (e.g. custodians). Failure or misconduct by these third parties could impair access to the silver reserves or lead to losses.

#### 23. Information risk

Incorrect or incomplete information provided to the investor before or during the holding of the Tokens may lead to incorrect decisions. Users must ensure that they obtain all relevant information before purchasing a SilverToken.

#### 24. Administrative risks

Changes in the administration of the platform, the parties involved or the contractual regulations could affect the use and value of the SilverTokens. Such changes may lead to unexpected administrative hurdles that make trading or the redemption of SilverTokens more difficult.

This product offers no protection against losses due to market developments and could result in a complete loss of the capital invested if unfavorable market conditions occur. Investors should be aware of these risks before investing in the Silver Token and bear in mind that this is a purely commodity-based product that is not intended for speculative profit maximization.

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## C. Advantages

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Advantages

1. simple transfer: The silver token enables an uncomplicated and secure transfer.

Transfer of physical silver ownership digitally.

2. High security: The token represents physical silver, which is stored in certified and secured depositories.
3. Transparency: Each token is directly related to a certain amount of physical silver, which guarantees full transparency.
4. Physical proof of ownership: The token provides digital proof of ownership of physical silver without having to store it physically.
5. Easy storage: Users avoid the challenges of storing and securing physical silver as it is professionally stored.
6. Redemption option: Token holders have the option of redeeming their token for physical silver under defined conditions.
7. Low transaction costs: Transferring the silver token is generally cheaper than transporting or selling physical silver.
8. Real-time access: Holders have real-time access to the value of their silver holdings at all times.
9. No speculation: The token is not used for speculation, but as digital proof of silver ownership.
10. No capital raising: The token is not used for financing purposes or to raise capital, but represents physical silver.
11. Decentralized use: The token can be transferred peer-to-peer without the need for a central instance.
12. Currency-independent: As the token is based on silver, it is independent of currency exchange rates.
13. Independence from banks: Owning the token requires no connection to traditional banks or financial institutions.
14. Flexibility of use: The token can be stored in various digital wallets and used flexibly.
15. No automatic right of return: There is no automatic right to the delivery of physical silver, which strengthens security and long-term use.

16. Physical silver remains unchanged: Physical silver remains safe and unchanged for the entire duration of ownership.
17. Flexible trading: The token can be used on authorized platforms or as part of peer-to-peer transfers while maintaining a direct reference to physical silver.
18. No currency risk: Silver as the underlying minimizes the risk of currency fluctuations.
19. Access for smaller buyers: The digital representation of silver means that smaller units of silver can also be easily purchased and managed.

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#### D. Background knowledge silver

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Background knowledge      Silver has been a coveted precious metal for thousands of years, prized in cultures around the world. It is a symbol of wealth and power and has been used as currency, jewelry and in religious ceremonies. Even the ancient Egyptians revered silver and regarded it as the "flesh of the gods". Its special importance in history is due to the fact that it is chemically stable and does not rust or corrode, which keeps it shiny and valuable over long periods of time. Silver is extremely rare; it is estimated that all the silver ever mined would fill a cube only about 21 meters on a side (178.7 billion grams).

Physically, silver is a soft, yellow metal with a high density that is easy to process. A single ounce of silver can be drawn into a wire over 80 kilometers long without breaking. Silver can also be applied to almost any surface, making it versatile in the arts and crafts. Silver is used in industry, especially in electronics, as it is an excellent conductor and does not oxidize. Silver plays a crucial role in smartphones, computers and even spacecraft.

Silver also has great cultural significance, especially as a symbol of security and prosperity. In times of economic uncertainty, the demand for silver often increases as it is seen as a "safe haven". It is no coincidence that central banks around the world hold large quantities of silver in their reserves. Silver is not only used as a form of investment, but also for the production of medals, coins and trophies. The famous Olympic silver medal consists of However, only a small proportion of this is pure silver.

Scientifically speaking, silver is an element with atomic number 79 in the periodic table and belongs to the group of transition metals. It is assumed that most of the silver on earth was formed by collisions of neutron stars in the vastness of space, which makes its cosmic origin even more fascinating. Silver is so chemically stable that it occurs in nature in its pure form, which sets it apart from other metals. This property has led to silver being valued unchanged for thousands of years.

In medicine, silver is used in the treatment of certain diseases such as rheumatism. It also plays a role in modern dentistry, where it is used to make durable dental fillings. Silver is biologically inert, which means that it does not cause any reactions in the body and is therefore safe for medical applications.

The silver used in many of today's applications often comes from recycled material. It is estimated that almost half of the silver used each year is recycled, which shows how valuable and sustainable this precious metal is. However, despite its brilliance and beauty, the mining of silver is not without risks to the environment, as the process often involves large amounts of energy and the use of chemicals. For this reason, ethically and environmentally sustainable practices in silver mining are of growing interest.

In digital applications such as the silver token, which represents ownership of physical silver, silver is also increasingly being used in the technological sector. The digital reference to physical silver makes it possible to manage ownership securely and easily without having to store the silver physically. It should be noted that this token is used exclusively for the management of silver and does not pursue any speculative or yield-oriented goals.

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## E. FAQ

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How do I buy the product?

You can purchase the product in five simple steps:

1. create a user account Visit our website at

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[<https://www.finest.investments/>](<https://www.finest.investments/>) and create your personal user account.

## 2. KYC test (Know Your Customer)

As part of the KYC check, we verify your identity and carry out measures to prevent money laundering, wallet checks and transaction monitoring. We work with the following partners for this purpose: IAMX AG Switzerland, as well as the service providers Intrum AG Switzerland, IDnow GmbH Germany and Merkle Science Americas Inc.

## 3. order

After a successful KYC check, you can place your order conveniently via [<https://www.finest.investments/>].

## 4. Payment / Top-up account

### a. Payment methods:

We offer a variety of payment options, including credit card, Gpay, Apple Pay, PayPal, SEPA bank transfer, Revolut, ACH SWIFT, bank transfer and USDC payments.

### b. Payment processing:

Payment is made via FI Finest Investments GmbH in cooperation with our payment service provider Paybis.

## 5. Receiving the tokens

After successful payment, the tokens are transferred directly to your wallet.

Support: [support@finest.investments](mailto:support@finest.investments)

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KYC exam	We work with our partner IAMX AG, Zug, Switzerland, and the service providers Intrum, IDnow and Merkle Science as part of the KYC (Know Your Customer) check to establish identity, prevent money laundering and monitor wallets and transactions. The customer data collected is stored in accordance with legal requirements. In accordance with the German Money Laundering Act (GwG) and the European AML guidelines, the data is stored for at least 5 years after the end of the business relationship. According to Swiss regulations, in particular the FINMA requirements, the retention period is up to 10 years. After these periods have expired, the data is either deleted or anonymized, unless there are other legal obligations that require longer storage. Data is also stored in accordance with the General Data Protection Regulation (GDPR), which ensures that personal data is not stored for longer than is necessary for the purposes for which it was collected. is necessary for the respective processing purpose.
How long will my data be stored?	

When processing payments, withdrawals and other services for you, we only share the minimum personal data required with the service providers involved in the transaction. These may include, where relevant, the following types of companies: Intermediary banks, clearing houses and settlement systems; Specialized payment service providers or institutions such as SWIFT; (If you have a credit card with us or Paybis) Credit card associations and other card billing platforms

In certain cases, we also share personal data with our suppliers who provide us with services such as IT support, hosting, marketing, communications, printing, debt collection, tracking, fraud prevention, credit reference agencies and similar services. We ensure that these service providers comply with our data protection security standards so that your personal data remains protected.

If necessary, we may also share your personal data with public or regulatory authorities in order to comply with legal obligations.

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Who is the payment partner Paybis? (onramp)	Paybis is a partner of FI finest Investments GmbH, is registered with the Financial Crimes Enforcement Network of the USA (registration number: 31000224635628). Paybis is registered as a virtual currency business with the Chamber of Financial Administration in Katowice, Poland (registration number: RDWW-805).
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What taxes are levied on silver in each country in the EU?	<p>1. Germany</p> <ul style="list-style-type: none"><li>- Value added tax: Investment silver is exempt from value added tax.</li><li>- Capital gains tax: After a holding period of at least 12 months, gains from the sale of physical silver are tax-free. For shorter holding periods, the profit is subject to the personal income tax rate.</li></ul> <p>2. Austria</p> <ul style="list-style-type: none"><li>- Value added tax: Investment silver is exempt from value added tax.</li><li>- Capital gains tax: Profits from the sale of physical silver are tax-free after a holding period of 12 months.</li></ul> <p>3. France</p> <ul style="list-style-type: none"><li>- Value added tax: Investment silver is exempt from value added tax.</li><li>- Capital gains tax: Silver sales are subject to a flat-rate tax of 11.5 %, unless the seller can prove that the silver has been held for more than 22 years.</li></ul>
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4. Italy

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are taxable, but there is no specific exemption period as in Germany or Austria.

5. Spain

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from the sale of physical silver are subject to capital gains tax. There is no special tax exemption after a certain holding period.

6. Portugal

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are taxable and subject to the personal income tax rate.

7. Belgium

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from the sale of physical silver are tax-free if the silver was held as an investment.

8. Netherlands

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: There is no direct capital gains tax on silver, but the capital gains tax could be applied.

9. Luxembourg

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from the sale of physical silver are tax-free after a holding period of at least 6 months.

10. Ireland

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are subject to capital gains tax, regardless of the holding period.

11. Finland

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are taxable, there is no special exemption.

12. Sweden

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are subject to capital gains tax.

13. Denmark

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from the sale of silver are subject to capital gains tax.

14. Greece

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are subject to capital gains tax.

15. Poland

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from the sale of physical silver are subject to capital gains tax.

16. Hungary

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are subject to capital gains tax.

17. Czech Republic

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are taxable, there is no exemption after a holding period.

18. Slovakia

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are taxable.

19. Malta

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from the sale of silver are subject to capital gains tax.

20. Cyprus

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are taxable.

21. Estonia

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from the sale of silver are subject to capital gains tax.

22. Latvia

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- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are subject to capital gains tax.

### 23. Lithuania

- Value added tax: Investment silver is exempt from value added tax.
- Capital gains tax: Profits from silver sales are taxable.

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Why is the product offered as 100g silver?

#### 1. Access for smaller buyers

The sale of silver in 100-gram units makes the product accessible to a broader target group. Small investors or people who only want to invest smaller amounts in silver can more easily decide to buy. This promotes the democratization of silver ownership and enables more people to invest in silver without having to raise large sums of money.

#### 2. High flexibility in redemption and trading

Units such as 100 gram offer token holders greater flexibility to buy, sell or redeem their silver by the piece. This is particularly attractive as it allows them to adjust their holdings to their individual needs or market conditions, rather than trading larger quantities all at once.

#### 3. Improved liquidity

A 100-gram token allows for greater liquidity in the market, as smaller units are generally easier and faster to trade. Investors are more inclined to trade or exchange smaller amounts as the transactions require less capital. This could make the market for the silver token more dynamic.

#### 4. Risk and cost diversification

Buying silver in 100-gram units allows buyers to spread their risk by investing in stages. This allows them to buy additional units at different times and in different market conditions, which enables a form of cost averaging.

#### 5. Gift and usage options

A 100-gram token is ideal as a gift or as a nest egg in times of crisis. As silver is traditionally regarded as a store of value, it is a practical and compact way to give away a small amount with a stable value or to put aside for emergencies.

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**6. Lower transaction costs for small purchases**

Smaller quantities of silver, such as 100 gram, mean that the transaction costs per purchase are lower, which is attractive for buyers who only want to purchase small quantities. Large silver purchases often require higher investment sums, which can result in higher transaction costs.

**7. Greater attractiveness for peer-to-peer trading**

The small size of a 100-gram token makes it ideal for peer-to-peer trading, as it is easier for buyers and sellers to agree on smaller quantities. Larger amounts of silver would require more capital and could be traded less frequently.

**8. Ease of administration**

The token is linked directly to the corresponding quantity of physical silver, which is easier for the provider to manage. With 100-gram units, the traceability and allocation of the physical silver to the digital unit is more precise and transparent.

**9. Prevention of speculation**

The smaller size of 100 gram makes it less likely that the token will be used for speculative purposes. Larger quantities of silver could be more tempting to speculate on price changes. The smaller units support the approach that the token will be used as a commodity token rather than a financial instrument.

**10. More attractive for long-term storage**

Smaller amounts of silver are well suited for long-term storage as they can be used flexibly. A 100-gram token is easily tradable and can be collected for years without incurring large storage costs or administrative hurdles.

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## **F. Attachments**

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**1. Product description**

Detailed description of the silver token and the underlying physical commodity (e.g. fineness, weight, storage of the silver). Clear explanation that the token is a commodity token and not a security.

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**2. General Terms and Conditions (AGB)**

Complete general terms and conditions that set out the general terms and conditions of purchase, management and

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of the sale of silver tokens. Payment modalities, liability issues and provisions on withdrawals or contract terminations.

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3. Price and fee structure

Detailed list of prices and fees, including: Purchase price of the token  
Storage fees  
Fees for transactions (e.g. token transfers) Fees for  
redemption for physical silver

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4. Storage conditions

Information on the storage of the silver, including: name and  
location of the depository  
Security measures and responsibilities of the depository Conditions  
for physical access to the silver

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5. Data protection regulations

Detailed explanation of how personal data is processed as part of the KYC (Know  
Your Customer) check and during the business relationship. Reference to the General  
Data Protection Regulation (GDPR) and the buyer's rights in relation to data  
protection.

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6. Tax information

Information on the tax implications of buying and selling the Silver Token.  
Advice that the buyer should seek independent tax advice, as tax regulations  
vary from country to country.

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7. Cancellation policy

Detailed information about the buyer's right of withdrawal, especially for online  
sales. Clear explanation of when and under what circumstances the right of  
withdrawal expires (e.g. in the case of direct provision of services). Declaration of  
waiver of the right of withdrawal.

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8. Redemption conditions for physical silver

Description of the conditions under which the buyer can redeem the token for  
physical silver, including:  
Minimum requirements (e.g. minimum quantity of silver) Procedure  
for redemption  
Possible costs for shipping the physical silver

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9. KYC and compliance requirements

Overview of the steps required for the KYC check (proof of identity,

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money laundering prevention) and the associated legal requirements. References to partners for KYC and AML (anti-money laundering), such as IAMX, Intrum, IDnow and Merkle Science.

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10. Legal information and disclaimer

Clarification that the issuer does not provide legal or tax advice. Exclusions of liability in relation to market risks and other potential risks of the purchase.

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11. Right of lien and right of sale in the event of non-payment

Conditions under which the issuer has the right to sell the silver if

z. e.g. storage fees are not paid on time. Explanation of the procedure and deadlines for reminders and forced sales.

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12. Anti-Spam Policy

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13. Dealing with inquiries from authorities

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14. Cookie Policy

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15 Tokenization declaration

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16 Regular review of the silver reserves and confirmation of compliance with the token

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17 Purchase agreement for tokens

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**Appendix Product description: SilverToken**

1.

1. Introduction

The SilverToken, issued by FI Finest Investments GmbH, digitally documents the ownership of physical silver. Each SilverToken represents the right to receive 100g of 999.9/1000 silver in the form of a bar from an LBMA-certified manufacturer, with delivery within the EU or physical collection in Germany.

2. Product details

- Value: 1 SilverToken = 100g silver (999.9/1000)
- Possible LBMA-certified manufacturers: Valcambi, Switzerland; Heraeus, Germany;

more.

### 3. Target group

The SilverToken is aimed at private and institutional holders who wish to digitally represent their ownership of physical silver. The token offers a secure, transparent and simple way of documenting the value of the deposited silver. The SilverToken is not designed as a speculative financial instrument and offers no assurance of financial gains or returns. It serves exclusively as a commodity equivalent.

### 4. Token type

The SilverToken is a commodity token on the Cardano blockchain that has a direct link to physical silver stored in secure depositories.

### 5. Storage and safety

The physical silver is stored in highly secure, certified depositories, such as pro aurum GmbH in Munich. These custodians comply with the legal and security standards of BaFin, MiCA and FINMA to ensure transparent and secure storage of the silver.

### 6. Legal status

The SilverToken is designed as a commodity equivalent and is not a security or financial instrument. No financial gains or returns are guaranteed. Buyers should be aware of the legal framework and ensure that they comply with all relevant BaFin, MiCA and FINMA regulations.

### 7. Exchange options

The possession of a token does not grant an automatic entitlement to the physical delivery of silver. However, token holders have the option of exchanging the silver token for the deposited physical silver in accordance with the contractually agreed conditions.

### 8. Disclaimer

The SilverToken is not intended as a speculative product and offers no protection against market risks or losses. Buyers should be aware of the potential risks and check the applicable legal framework.

### 9. Transparency and buyers' rights

In accordance with BaFin, MiCA and FINMA regulations, buyers have the right to full transparency regarding the SilverToken and the underlying physical silver. This includes information on storage, current holdings and the value of the silver allocated to the token.

### 10. Contact and complaints

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For questions or complaints, buyers can contact FI Finest Investments GmbH at the following address:

FI Finest Investments GmbH  
Luegallee 12  
40545 Düsseldorf, Germany  
E-mail: support (at) finest (dot) investments

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**Appendix General Terms and Conditions (GTC) for the purchase, management and sale of**  
**2. SilverTokens**

**1. Scope of application**

These General Terms and Conditions ("GTC") govern the terms and conditions for the The purchase, management and sale of SilverTokens issued by FI Finest Investments GmbH ("Provider" or "Company"). By purchasing, holding or using SilverTokens, you agree to these GTC. If you do not agree, you may not use the SilverTokens.

**2. Definitions**

**SilverToken:** A digital asset that represents ownership of a certain amount of physical silver (999.9/1000) deposited in certified custodians.

**Allocated silver:** Physical silver in the form of silver bars that are uniquely identified by serial number, weight and purity and held in safe custody. **Buyer:** The person or company that acquires SilverTokens.

**Custodian:** Facility where the physical silver is stored securely.

**3. Subject matter of the contract**

The object of this contract is the acquisition of SilverTokens, which represent the ownership of physical silver. These tokens are digital images and serve to document the ownership of silver. The SilverToken does not constitute a security within the meaning of MiCA or BaFin.

**4. Purchase and payment**

**4.1. Purchase price:** The price of a SilverToken is based on the current silver price plus a premium of EUR 9 per gram.

**4.2. Payment methods:** Payment can be made via various payment methods, such as credit card, SEPA bank transfer, PayPal or other digital payment methods supported by the provider.

**4.3. Additional fees:** Buyer is responsible for payment of all applicable fees

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including any storage fees for the deposited silver.

#### 5. Redemption of SilverTokens

5.1. Redemption right: Buyers can redeem their SilverTokens for physical silver. This redemption is subject to the conditions set by the provider, including any fees that may apply.

5.2. Execution of redemption: Redemption will be carried out in accordance with the procedures established by FI Finest Investments GmbH and the buyer will bear all costs associated with the delivery or transfer of the physical silver.

#### 6. Disclaimer and risks

6.1. Market risks: The provider is not liable for losses or damage caused by market fluctuations or the safekeeping of SilverTokens.

6.2. Network and third-party risks: The Company assumes no liability for technical malfunctions related to the blockchain or third-party software required for the use of SilverTokens.

6.3. Limitation of liability: The provider is only liable for damages resulting from injury to life, body or health as well as for intentional or grossly negligent breaches of duty.

#### 7. Right of withdrawal and contract termination

7.1. Right of withdrawal: The buyer has the right to withdraw from the contract within 14 days after the purchase of SilverTokens without giving reasons. The withdrawal must be declared in writing.

7.2. Waiver of right of withdrawal: The buyer expressly waives his right of withdrawal as soon as the SilverTokens have been delivered. After this period, it is no longer possible to cancel the contract without the provider's consent.

#### 8. Use of the SilverTokens

8.1. Purpose: SilverTokens are used exclusively to document ownership of physical silver.

8.2. Transactions: SilverTokens can be transferred between users as part of peer-to-peer transactions, but not for speculative purposes.

#### 9. Data protection and data security

The processing of personal data is carried out in accordance with the General Data Protection Regulation (GDPR) and the applicable data protection laws. Further information on this can be found in our [privacy policy](link to privacy policy). The buyer has the right to information, correction and deletion of his personal data.

#### 10. Rights and obligations of users

10.1. Obligations of the buyer: The buyer assures that all information provided by him is correct and complete. The buyer is obliged to comply with the applicable laws, including regulations on

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Prevention of money laundering (AML) and terrorist financing (CTF).

10.2. Right of use: The company grants the buyer a non-exclusive, non-transferable license to use the SilverTokens in accordance with these GTC. The company may revoke this license at any time.

#### 11. Intellectual property

All content, trademarks and materials on the provider's platform are the property of FI Finest Investments GmbH or its licensors. The unauthorized use, reproduction or distribution of this content is prohibited.

#### 12. Force majeure

The Company shall not be liable for delays or non-performance due to events beyond its control, such as natural disasters, acts of war, network failures or regulatory changes.

#### 13. Changes to the GTC

The provider reserves the right to amend these GTC at any time. Changes will be published on the provider's website. Continued use of the services shall be deemed to constitute acceptance of the amended terms and conditions.

#### 14. Applicable law and place of jurisdiction

These GTC are subject to the law of the Federal Republic of Germany. The place of jurisdiction for all disputes is the registered office of the provider.

#### 15. Contact us

For questions or complaints regarding the SilverTokens, buyers can contact the provider at the following address:

FI Finest Investments GmbH  
Luegallee 12, 40545 Düsseldorf, Germany  
E-mail: support (at) finest (dot) investments

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#### Appendix Price and fee structure 3.

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#### 1. Purchase price of the token

Purchase price: The purchase price of a SilverToken is (Daily price in EUR) per gram of physical silver (999.9/1000), which is supplied as a slab bar by an LBMA-certified manufacturer. Possible manufacturers: Valcambi, Switzerland; Heraeus, Germany; others.

#### 2. Storage fees

Annual storage fee: A monthly fee of 0.1% of the value of the goods is charged for the secure storage of the silver.

Advance payment of storage costs: The storage costs for a period of 5 years are due at the time of purchase. Example calculation: At a silver price of EUR 84 (including premium), the storage costs for 5 years amount to EUR 5.04 per gram. The storage costs will not be reimbursed on a pro rata basis if the silver is called up before the end of the 5-year period.

#### 3. Transaction fees

Token transfers: There are no transaction fees for the transfer of SilverTokens between users. However, transactions are carried out within the platform and under the applicable regulatory requirements.

#### 4. Fees for redemption for physical silver

Shipping costs:

Within Germany:

19 EUR for goods worth up to 1,000 EUR

39 EUR for goods worth between 1,000 EUR and 25,000 EUR

49 EUR for goods worth 25,000 EUR or more

Within the EU: 89 EUR for insured shipping.

#### 5. Storage costs after 5 years

The buyer / owner / holder undertakes to pay the storage fees due for the next 5 years (October 2029 - September 2034) in full via the platform

<https://www.finest.investments/> by October 2028 at the latest.

This is repeated every 5 years. If the storage fees are not paid by this time, FI Finest Investments GmbH reserves the right to sell the buyer's silver tokens. Prior to a sale, the buyer will be sent a written reminder with a reasonable deadline for payment of the outstanding storage fees, provided the data is available in current form. Should the buyer / owner / holder fail to meet this deadline, FI Finest Investments GmbH is entitled to sell the corresponding silver in order to cover the outstanding storage fees. If the proceeds of the sale exceed the amount of the storage fees due, the surplus will be refunded to the buyer after deduction of the costs and fees incurred. This arrangement serves to ensure payment of the storage fees and is binding in accordance with the contractual agreements.

---

## Appendix Storage conditions

### 4.

#### 1. Depositary

Name: pro aurum GmbH

Location: Joseph-Wild-Straße 12, 81829 Munich, Germany

Legal form: Registered office in Munich, registered at Munich Local Court, reg. no. HRB 178875

Competent chamber: Munich Chamber of Industry and  
Commerce VAT identification number: DE 264042321

#### 2. Security measures

Certified custody: The physical silver represented by our SilverToken is stored in highly secure, certified custodians. Technical security: The custodians implement state-of- the-art security technologies, including:

24/7 video surveillance

Access control and biometric identification Physical  
security by trained personnel

Insurance: The stored silver is comprehensively insured against theft and other risks.

#### 3. Responsibilities of the depositary

Safe storage: The custodian is responsible for the safe and proper storage of the silver in accordance with the applicable legal and regulatory requirements.

Regular audits: Regular, independent audits are carried out to ensure that silver holdings are properly managed and documented.

#### 4. Conditions for physical access to the silver

No automatic entitlement: The possession of a SilverToken does not grant an automatic entitlement to the physical delivery of the silver. The token merely represents digital proof of the share of physically stored silver. Redemption option: Token holders have the option of exchanging their token for the deposited physical silver under the contractually agreed conditions. This takes place at the current market conditions and is not linked to any prospect of profit.

Application for physical access: The application for physical access must be submitted in writing to FI Finest Investments GmbH. Access is granted at Consideration of the applicable safety and procedural guidelines.

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## Appendix Data protection regulations

### 5.

#### 1. Introduction

FI Finest Investments GmbH (hereinafter referred to as "we" or "us") attaches great importance to the protection of your personal data. This Privacy Policy explains what personal data we collect, how we process it and what rights you have in relation to your data. By using our services, you agree to the provisions of this Privacy Policy.

#### 2. What types of personal data do we collect?

We collect and process personal data that is either provided directly by you or collected automatically through the use of our website and services:

Personal details: Name, identification number, date of birth, KYC documents (e.g. passport or ID card), telephone number, physical and electronic address and family information.

Professional information: Job title and work experience, if relevant. Interaction data: Details of our interactions with you, including telephone calls, emails and other correspondence.

Technical information: IP address, browser type and version, operating system, timestamp of access and interaction data (e.g. clicks and page visits).

#### 3. Legal basis and purposes of data processing

We process personal data only on the basis of the following legal bases and for the purposes listed below:

Performance of contract: Necessary for the performance of a contract with you. Legal obligations: Necessary to comply with legal or regulatory obligations.

Legitimate interests: Processing for the protection of legitimate interests, unless your rights prevail.

Consent: In certain cases, we will obtain your express consent.

#### Purposes of the processing:

Customer registration and identity check: To verify your identity and carry out KYC/AML checks.

Provision of services: To manage and perform the services you have requested.

Transaction processing: To process payments via our payment service providers enable.

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Security and fraud detection: To protect your data and prevent fraudulent activity.

**4. Disclosure of data to third parties**

We only pass on your personal data to third parties if this is necessary to fulfill our obligations or if we are legally obliged to do so. The recipients include:

Service providers: IT and hosting providers, payment service providers, marketing and communication providers.

Public and regulatory authorities: When necessary to comply with legal obligations.

External advisors: legal advisors, compliance service providers and auditors.

**5. International data transfers**

Your personal data may be transferred to and processed in countries outside the European Economic Area (EEA). In such cases, we will take appropriate safeguards to ensure that your data is protected in accordance with applicable data protection laws.

**6. Storage duration**

We only store your personal data for as long as is necessary to fulfill the purposes stated in this Privacy Policy or as required by law. After the storage period has expired, your data will either be deleted or anonymized.

**7. Security and confidentiality**

We have implemented technical and organizational security measures to protect your personal data from unauthorized access, loss or misuse. Access to personal data is only permitted to authorized personnel who need this information for professional purposes. In addition, we use modern encryption and security technologies to protect your data.

**8. Your rights**

You have the following rights in relation to your personal data:

Right to information: You can request a copy of the data stored about you.

Right to rectification: You can request the correction of incorrect or incomplete data.

Right to erasure: You can request the erasure of your personal data, provided that there are no statutory retention obligations.

Right to restriction of processing: You can request the restriction of the processing of your data.

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Right to data portability: You can request the transfer of your data in a machine-readable format.

To exercise your rights, please contact our data protection officer:

Name: Tim Heidfeld

E-mail: datenschutz (at) finest (dot) investments

Postal address: FI Finest Investments GmbH, Luegallee 12, 40545 Düsseldorf, Germany.

#### 9. Data security and protective measures

To protect your data, we use leading technologies to monitor and prevent data loss. Should breaches or security incidents occur, we will inform you and the relevant authorities immediately.

#### 10. Changes to this privacy policy

We reserve the right to amend this privacy policy at any time.

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### Appendix Tax information

#### 6.

##### 1. Introduction

The tax implications of buying and selling the SilverTokens may vary depending on the country and individual situation. Therefore, we recommend that buyers seek independent tax advice to understand all relevant tax obligations and potential implications.

##### 2. Tax treatment in Germany

###### 2.1. Value added tax

The purchase of investment silver is exempt from VAT in Germany. This also applies to the purchase of SilverTokens, as these are regarded as a digital representation of physical silver.

###### 2.2. Capital gains tax

Profits from the sale of physical silver are tax-free after a holding period of at least 12 months. For shorter holding periods, the profit is subject to personal income tax.

##### 3. Tax treatment in other countries

Tax regulations may differ in other EU countries and beyond. You can find an overview of the most important tax regulations in selected countries below:

**Austria:** Similar to Germany, investment silver is exempt from VAT and profits after 12 months are tax-free.

**France:** Silver sales are subject to a flat-rate tax of 11.5%, unless because the silver was held for more than 22 years.

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Italy: Investment silver is exempt from VAT, profits from silver sales are taxable, without a specific exemption period.

Spain: Investment silver is exempt from VAT, profits are subject to capital gains tax without special tax exemption.

Portugal: Investment silver is exempt from VAT, profits from silver sales are subject to personal income tax.

Belgium: Investment silver is exempt from VAT, profits from the sale are tax-free if the silver was held as an investment.

Netherlands: Investment silver is exempt from VAT, but there is a capital gains tax.

Luxembourg: Investment silver is exempt from VAT, profits are tax-free after 6 months.

Ireland: Investment silver is exempt from VAT, profits are subject to capital gains tax, regardless of the holding period.

Finland: Investment silver is exempt from VAT, profits from silver sales are taxable, without special exemption.

Sweden: Investment silver is exempt from VAT, profits are subject to capital gains tax.

Denmark: Investment silver is exempt from VAT, profits from the sale are subject to capital gains tax.

Greece: Investment silver is exempt from VAT, profits from silver sales are subject to capital gains tax.

Poland: Investment silver is exempt from VAT, profits are subject to capital gains tax. Hungary: Investment silver is exempt from VAT, profits from silver sales are subject to capital gains tax.

Czech Republic: Investment silver is exempt from VAT, profits are taxable, without specific exemption.

Slovakia: Investment silver is exempt from VAT, profits are taxable.

Malta: Investment silver is exempt from VAT, profits are subject to capital gains tax.

Cyprus: Investment silver is exempt from VAT, profits are subject to capital gains tax.

Estonia: Investment silver is exempt from VAT, profits are subject to capital gains tax. Latvia: Investment silver is exempt from VAT, profits are subject to capital gains tax.

Lithuania: Investment silver is exempt from VAT, profits from silver sales are taxable.

Please note that this information is not complete and may vary depending on your personal situation.

#### 4. Recommendations

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Independent advice: Buyers should consult a qualified tax advisor to ensure that they can meet all relevant tax obligations and take advantage of potential tax benefits. Documentation: Keep comprehensive documentation of all purchases and sales of SilverTokens in order to fulfill your tax obligations correctly.

#### 5. Disclaimer

This information is not to be understood as tax advice. The information provided is for general information purposes only and is not a substitute for individual tax advice. We assume no liability for the accuracy and completeness of the information.

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#### **Appendix Cancellation policy**

##### **7. Right of withdrawal of the buyer**

###### **1. Right of withdrawal**

The buyer has the right to cancel the contract within 14 days without giving reasons. The withdrawal period is 14 days from the day on which the buyer placed the order.

###### **2. Exercising the right of withdrawal**

In order to exercise the right of withdrawal, the buyer must inform us (FI Finest Investments GmbH, Luegallee 12, 40545 Düsseldorf, Germany, e-mail: [legal@finest.investments](mailto:legal@finest.investments)) by means of a clear statement (e.g. a letter sent by post or e-mail). The buyer may use the following model withdrawal form for this purpose, but is not obliged to do so.

Sample withdrawal form:

To: FI Finest Investments GmbH  
Luegallee 12  
40545 Düsseldorf Germany

I hereby revoke the contract concluded by me for the purchase of the Silver Token:

Ordered on: [date]  
Received on: [date] Name  
of buyer: [name]  
Address of the buyer: [address]

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Signature of the buyer (only for notification on paper):

Date:

#### 3. Consequences of revocation

If the buyer withdraws from the contract, we will refund all payments we have received from him, including delivery costs (with the exception of additional costs resulting from the fact that the buyer has chosen a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within 14 days from the day on which we receive notification of the cancellation of this contract. For this repayment, we will use the same means of payment that the buyer used for the original transaction, unless expressly agreed otherwise with the buyer; in no case will the buyer be charged any fees for this repayment.

#### 4. Expiry of the right of withdrawal

The right of withdrawal expires prematurely in the following cases:

If the service has begun with the express consent of the buyer before the withdrawal period has expired.

If the buyer has received the goods in sealed packaging and the seal has been removed after delivery.

If the buyer acquires a silver token, which is redeemed for physical silver immediately after the order is placed and the service is therefore provided immediately.

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### **Appendix Redemption conditions for physical silver**

#### **8. Redemption conditions for physical silver**

##### 1. minimum requirements

a. The holder must own at least 1 SilverToken in order to redeem it for physical silver. This corresponds to a claim to 100 gram of silver.

##### 2. Procedure for redemption

a. Before a redemption is made in exchange for physical silver, a check is made to ensure that the KYC (Know Your Customer) is up to date.

b. The holder can use a reusable KYC in accordance with IAMX guidelines or a new KYC is required, which must be completed prior to withdrawal.

c. To redeem a SilverToken for physical silver, the holder must submit a written request to FI Finest Investments GmbH. The request can be sent by e-mail to [redeem@finest.investments](mailto:redeem@finest.investments).

d. The application must contain the following information:

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1. Full name of the owner
2. Registered e-mail address
3. Number of SilverTokens to be redeemed
4. Confirmation message confirming the agreement that the redemption will take place in accordance with the current market conditions.
- e. Upon receipt of the application, FI Finest Investments GmbH will confirm within 5 working days whether the redemption has been approved.

3. Shipping costs

- a. The costs for shipping the physical silver are to be borne by the holder.

The shipping costs are as follows:

1. 19 EUR for goods worth up to 1,000 EUR within Germany
2. 39 EUR for goods worth between 1,000 EUR and 25,000 EUR within Germany
3. 49 EUR for goods values over 25,000 EUR within Germany
4. 89 EUR for insured shipping within the European Union.

- b. The shipping costs will be invoiced before the physical silver is redeemed.

4. Additional notes

- a. Physical redemption is only possible if the storage fees for the silver represented by the tokens have been duly paid.
- b. Redemption takes place at the current market value of the silver corresponding to the token, without any additional promise of profit or return.

---

#### **Appendix 9. KYC and compliance requirements**

1. Introduction

FI Finest Investments GmbH undertakes to comply with all legal requirements for the prevention of money laundering (AML) and for identity verification (KYC).  
e necessary to ensure the integrity of the market

#### **Appendix 10. Legal information and disclaimer**

##### **1. General information**

This information does not constitute a prospectus or other offering documents. It is for information purposes only and should not be construed as an offer to purchase or subscribe for securities or other financial instruments.

##### **2. No legal or tax advice**

The issuer, FI Finest Investments GmbH, does not provide legal or tax advice. All information is of a general nature and should

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should not be interpreted as specific legal or tax advice. Investors are advised to seek legal or tax advice from qualified professionals for specific questions.

### 3. Disclaimer

- a. Market risks: The value of the SilverTokens may be subject to fluctuations caused by market developments, economic, political and currency events. There is no guarantee of future performance and investors should be aware that losses may occur.
- b. Liquidity risk: There is a possibility that the SilverToken may not be tradable at all times or that the market for the token may be less liquid during certain periods. This may have a negative impact on the sale or the price.
- c. Custody risk: Although the physical silver is held in secure custodians, there may be risks associated with the security of and access to the silver, particularly with third parties involved in the custody.
- d. Currency risk: The price of silver is usually quoted in US dollars, which means that changes in the exchange rate can influence the effective income or losses.
- e. Regulatory risk: Changes in the regulatory framework may affect the ownership, trading or taxation of SilverTokens and entail additional requirements.

### 4. Forward-looking statements

The information contained in this document may contain forward-looking statements. It should be noted that such statements are not guarantees of future performance and are subject to various risks and uncertainties. Actual results may differ materially from those in forward-looking statements.

### 5. Limitation of liability

FI Finest Investments GmbH accepts no liability for loss or damage resulting directly or indirectly from the use of the information provided or from the execution of transactions, unless this is required by law.

### 6. Data protection

The issuer handles all personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. Further information can be found in the FI Finest Investments GmbH Privacy Policy.

### 7. Changes to the information

This information is subject to change without notice. Investors are urged to regularly inform themselves about the current

information.

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#### **Appendix Right of lien and right of sale in the event of non-payment**

##### **11.**

###### **1. Lien and security mechanism**

The Issuer, FI Finest Investments GmbH (hereinafter "Issuer"), reserves the right under the contractual relationship to sell the physical silver represented by the SilverTokens as collateral in the event of late payment of storage fees or other costs due. This serves to secure outstanding claims against the buyer.

###### **2. Default and dunning procedure**

Payment term: The buyer undertakes to pay the storage fees incurred for the agreed period in advance, as specified in the terms of the contract.

First reminder: If payment is not made on time, the buyer will receive a written reminder by e-mail or post to the contact details provided. This reminder sets a deadline of 14 days for payment of the outstanding amounts.

Second reminder: If no payment is made after the first deadline has expired, a second reminder will be sent with a further payment deadline of 14 days. In this reminder, the buyer is expressly informed of the impending right of sale.

###### **3. Sale of the deposited silver**

Right to sell: If the buyer does not settle the outstanding claims despite the second reminder, the issuer is entitled to sell the physical silver represented by the SilverTokens. The sale takes place at the current market conditions, whereby the best possible price is achieved in the interests of the buyer.

Processing of the sale: The proceeds from the sale will primarily be used to cover the outstanding storage fees and any additional costs incurred (e.g. reminder fees, sales fees). Any surplus will be refunded to the buyer after deduction of all costs incurred.

###### **4. Deadlines and procedure**

The issuer undertakes to inform the buyer of the planned sale at least 7 days before the planned sale date. If the buyer settles the outstanding amounts within this period, the sale process will be stopped immediately.

If the buyer has not provided current contact details and a delivery of the reminders and notifications is impossible, the buyer shall bear

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the risk that the disposal process will be carried out without further notice.

#### 5. Transparency and documentation

The buyer has the right to receive complete transparency about the sales process. This includes a detailed statement of the proceeds generated by the sale, the deducted costs and the amount of the remaining amount that may be refunded to the buyer.

At the buyer's request, a copy of the sales receipt and the associated transactions can be made available.

#### 6. Legal consequences and liability

The buyer acknowledges that the right of lien and sale in the event of non-payment is a necessary and legally permissible mechanism for securing outstanding claims. The exercise of this right does not constitute a breach of the issuer's contractual obligations.

The buyer waives any liability claims against the issuer, provided that the sales process was carried out in accordance with the contractual provisions and applicable legal requirements.

#### 7. Final regulations

**Refund:** If the proceeds from the sale of the silver exceed the outstanding fees and costs, the excess amount will be credited to the buyer after deduction of the costs incurred (including sales and administration costs).

**Irrecoverable loss of the SilverTokens:** Once the physical silver has been sold and the outstanding amounts have been settled, the corresponding SilverTokens will expire permanently and irretrievably and the buyer will have no further claim to the underlying silver.

#### 8. Regulatory compliance

The issuer always acts in accordance with the applicable legal provisions of the GDPR, BaFin, MiCA and FINMA when exercising the right of pledge and sale. The buyer has the right to obtain information about the processing of his personal data in the context of this process at any time.

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## 12. Terms of use for the Finest Commodity Silver Token

### 1. introduction

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These Terms of Use ("Terms") govern the use of the Finest Commodity Silver Token ("SilverToken") and all related services of FI Finest Investments GmbH ("Company"). By purchasing, holding or using the SilverToken, you agree to these Terms. If you do not agree, you may not use the SilverToken or the Services.

## 2. Definitions

- **SilverToken:** A digital asset that represents ownership of a specific amount of physical silver.
- **Allocated silver:** Silver bars that are uniquely identified by serial number, weight and purity and deposited in secure depositories.
- **Smart contract:** A self-executing contract whose terms are written in code on a blockchain.
- **MiCA:** Regulation on Markets in Crypto Assets of the European Union.
- **BaFin:** Federal Financial Supervisory Authority in Germany.

## 3. Right of use

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, revocable license to use the Company's services, including the purchase and management of SilverTokens.

## 4. Authorization

You must be at least 18 years old and able to enter into legally binding contracts. By using the Company's services, you confirm that you meet these requirements.

## 5. Acquisition and redemption of SilverTokens

### 5.1 Acquisition

SilverTokens can be purchased via the company's platform. They represent ownership of physical silver holdings that are held in safe custody. The acquisition is subject to minimum requirements and compliance checks in accordance with the applicable laws.

### 5.2 Redemption

Token holders have the right to redeem their SilverTokens for physical silver. Redemption is subject to the conditions set by the company and may incur fees.

## 6. Ensuring non-classification as a security

### 6.1 Goal

The SilverToken is designed so that it is not classified as a security under applicable regulations, including MiCA and BaFin guidelines.

## 6.2 Criteria for non-classification

### 1. No promises of returns:

The SilverToken does not promise any returns or profits. Legal basis: MiCA Art. 2 (1), BaFin WpHG

### 2. Physical redemption rights:

Token holders can redeem their tokens for physical silver, which is not a speculative investment.

Legal basis: BaFin, MiCA Art. 4 (1) (b)

### 3. Intended use:

The token is primarily used to secure the physical ownership of silver, without granting further rights in a decentralized system.

Legal basis: MiCA Art. 3 (1)

### 4. Secondary market:

The SilverToken can be traded on secondary markets, but without acting as an investment instrument.

Legal basis: MiCA Art. 4 (1) (c), BaFin WpHG

### 5. No repurchase obligation:

The company is not obliged to buy back the tokens. Legal basis: MiCA Art. 4 (1) (e)

## 6.3 Regular review

The company regularly reviews compliance with these criteria and adjusts the measures to ensure compliance.

## 7. Risks and limitation of liability

The SilverToken and the associated services are provided "as is". The Company does not warrant that the Services will be uninterrupted or error-free. Users assume all risks associated with the use of the Services.

## 8. Unauthorized use

The services may not be used for illegal activities, including money laundering or terrorist financing. Violations may result in the account being blocked and legal action being taken.

## 9. Due diligence and compliance

The company conducts comprehensive checks, including Know Your Customer (KYC) and Anti-Money Laundering (AML) procedures, to ensure that all users comply with applicable laws.

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**10. Intellectual property**

All content, trademarks and materials on the Company's platform are the property of the Company or its licensors. Unauthorized use is prohibited.

**11. Representations and warranties**

You warrant that all information provided by you is accurate and complete and that you are using the Company's services lawfully.

**12. No advice**

The company does not offer investment, financial, legal or tax advice. All information is for information purposes only and should not be construed as advice.

**13. Limitation of liability and indemnification**

The company is not liable for any direct or indirect damage caused by the use of the SilverToken or the services.

**14. Force majeure**

The Company shall not be liable for delays or non-performance due to events beyond its control, such as natural disasters or regulatory changes.

**15. Transfer and third-party rights**

You may not transfer your rights or obligations under these Terms without the prior written consent of the Company. The Company may transfer its rights and obligations without your consent.

**16. Severability clause**

Should any provision of these terms and conditions be invalid, the remaining provisions shall remain in force.

**17. Applicable law and dispute resolution**

These terms and conditions are subject to German law. Disputes shall be settled by binding arbitration in accordance with the rules of the German Arbitration Court (DIS).

**18. Electronic communication**

You agree to receive communications from the company electronically. These are considered legally binding.

**19. Changes**

The company reserves the right to change these conditions at any time. Changes will be published on the website. Continued use of the services constitutes acceptance of the amended conditions.

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## 20. Network and third-party provider risks

The company accepts no liability for network problems or third-party software associated with the SilverToken.

By using the SilverToken, you agree to these terms and conditions.

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### Appendix Anti-Spam Policy

#### 12. Anti-Spam Policy of FI Finest Investments GmbH

FI Finest Investments GmbH ("Company") is committed to acting in accordance with international anti-spam laws and industry best practices. This policy ensures that all electronic communications with our clients are conducted responsibly and in accordance with the law.

##### 1. Declaration of consent (opt-in)

In order to send you electronic messages, we require your express consent. This means that you must consciously choose to receive commercial messages from us. Without this consent, you will not receive any unsolicited e-mails or other electronic messages from us.

##### 2. Purposes of electronic communication

We communicate with you electronically in order to:

To build and maintain a responsible business relationship with you.  
Understand your needs and entitlements in relation to our products and services.  
Recommend relevant products, services and opportunities to you.  
To inform you about trading and financing opportunities as well as new products, developments and changes on our platform.  
conduct surveys and receive feedback from you.  
To answer your inquiries about products and services and to provide them.  
To enable the processing of invoices and the collection of fees.  
To fulfill our legal and regulatory requirements.

### 3. Identification of the sender

All electronic messages we send contain clear information about the sender. This includes our full contact details so that you always know who sent the message and how to contact us if you need to.

### 4. Unsubscribe option (Unsubscribe)

Every commercial message we send you will include a simple and clearly labeled unsubscribe option. You can request to unsubscribe at any time and we will ensure that your request is processed promptly and without delay.

### 5. Compliance with legal requirements

We comply with all applicable legal requirements, in particular international anti-spam laws. We only send messages if we have received your express consent or if there is another legal basis for the communication.

### 6. Contact us

If you have any questions or concerns about our anti-spam policy or wish to unsubscribe from our communications, you can contact us at the following e-mail address:

E-mail: support (at) finest (dot) investments

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## Appendix Dealing with inquiries from law enforcement authorities

### 13.

FI Finest Investments GmbH ("Company") is occasionally asked by law enforcement authorities worldwide for information about its clients. This appendix is intended to provide both you as a client and the law enforcement authorities with an overview of how such requests are handled.

#### 1. Types of information requested

Law enforcement agencies are usually interested in two types of data: Customer identity: Information identifying the customer, such as name, address, and contact information.

Activities of the customer: Data relating to the use of SilverTokens, for example transaction histories and token-related activities.

In addition, authorities can also request the blocking of a specific address as part of their investigations.

#### 2. Requirements for requests

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When processing such requests, the company ensures that they are only processed in connection with a legal procedure. This may vary depending on the country and includes, among other things

- Search warrants Court orders
- Subpoenas
- Voluntary disclosure requests

The Company carefully reviews each request to ensure that there is a valid legal basis. Care is taken to ensure that the response to the request is limited to only the data that the law enforcement authorities are authorized to disclose.

#### 3. Blocking of addresses

If an authority orders the blocking of a SilverToken address, this will only be carried out if a corresponding legal procedure accompanies the order. In such cases, the request will also be reviewed in detail.

#### 4. Protection of the company and customers

The company reserves the right to disclose data to authorities in cases where it is necessary for its own security, for the protection of employees or for the protection of customers in order to avert potential risks.

#### 5. Contact for law enforcement authorities

The Company welcomes inquiries from law enforcement authorities regarding its policies and procedures. Authorities may contact the company directly at the following e-mail address:

E-mail: behoerde (at) finest (dot) investments

With this system, the company ensures that all requests from law enforcement authorities are handled responsibly, in accordance with the law and in compliance with the rights of its customers.

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#### 14. Cookie policy

This Cookie Policy applies to the use of the FI Finest Investments GmbH website (hereinafter "Website") and should be read in conjunction with our Privacy Policy. It explains how we use cookies to improve the user experience and ensures that we comply with the data protection regulations of the European Union (EU), Germany and the United Kingdom. Switzerland.

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### 1. What are cookies?

Cookies are small text files that are stored on your device when you visit our website. They contain information that allows us to recognize your device the next time you visit. Cookies are an industry standard and are used by most websites to optimize functionality and user experience.

### 2. Types of cookies that we use

The cookies on our website can be divided into the following categories:

- Strictly necessary cookies: These cookies are required to ensure the basic functions of our website. Without these cookies, certain services, such as logging in or accessing secure areas of the website, cannot be provided.

Examples: Cookies that enable navigation on the website or ensure that security functions work properly.

- Functional cookies: These cookies allow the website to remember choices you make (such as language or region selection) and provide enhanced, personalized features.

Examples: Storage of your preferences to enable optimized and personalized use.

- Analysis and performance cookies: These cookies collect information about how visitors use the website, e.g. which pages are accessed most frequently and whether there are any error messages. This information helps us to improve the performance of our website.

Examples: Google Analytics or other analysis tools for measuring website usage.

- Marketing and targeting cookies: These cookies are used to display advertisements that are relevant to you and your interests. They can also be used to limit the number of times you see an advertisement and to measure the effectiveness of advertising campaigns.

Examples: Retargeting cookies that show you advertising based on your previous interactions with our website.

### 3. Cookies from third-party providers

In addition to our own cookies, third-party cookies may also be placed on your device. These third parties provide services such as analytics and advertising that help us to improve our website and our offering. We select these providers carefully and ensure that they are contractually obliged to comply with the applicable data protection regulations.

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#### 4. Consent to the use of cookies

In accordance with the EU General Data Protection Regulation (GDPR), German and Swiss data protection regulations, we must obtain your informed consent before using cookies that are not strictly necessary. When you visit our website, you will therefore be asked to consent to the use of cookies. You have the option of adjusting the cookie settings and only agreeing to certain categories of cookies.

#### 5. Management of cookies

You can control the use of cookies at any time via your browser settings. You can find out how to reject, block or delete cookies in the help section of your browser. Alternatively, websites such as [\[www.aboutcookies.org\]](http://www.aboutcookies.org) and [\[www.youronlinechoices.eu\]](http://www.youronlinechoices.eu) provide comprehensive information on how to manage your cookie settings.

Please note that some functions of our website may not work properly if you deactivate or block cookies.

#### 6. Sharing of cookie information

The cookie data we collect, unless you are blocked, may be shared in aggregate form with carefully selected third parties to fulfill the purposes outlined in this policy. This information helps us to make our website and advertising content more relevant to your interests.

#### 7. Data security and storage

We use appropriate security measures to protect your data collected through cookies. The information stored in cookies will only be retained for the period necessary to fulfill the purposes outlined in this policy.

#### 8. Changes to the cookie policy

We reserve the right to update this Cookie Policy from time to time to reflect changes in our cookie practices. Any changes will be posted on our website and we may notify you of material changes by email or by posting a notice on the website.

#### 9. Contact us

If you have any questions or concerns regarding our use of cookies or data protection in general, please contact us:

E-mail: datenschutz (at) finest (punkt) investments  
FI Finest Investments GmbH  
Luegallee 12, 40545 Düsseldorf, Germany

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#### **Appendix 15. Tokenization declaration**

The token described here (hereinafter "SilverToken") is classified as a commodity token in accordance with legal requirements. The SilverToken represents the ownership of a physical good, namely a certain amount of physical silver, and primarily serves to secure this ownership.

It is expressly stated that the SilverToken is not a financial instrument within the meaning of the German Banking Act (KWG) or the German Securities Trading Act (WpHG).

The token is not classified as a security and is therefore not subject to the relevant regulatory requirements for financial instruments or securities as set out in the European MiFID II or MiCA.

In essence, the SilverToken documents ownership of physical silver deposited in certified custodians. There is no promise of income or returns that would accrue to the holder of the token and the token is not intended to encourage speculative investment.

To summarize:

- Commodity token: The token is used exclusively to represent ownership rights to a physical good (silver).
- No classification as a financial instrument or security: The SilverToken is not subject to the legal provisions for securities or financial instruments.

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#### **Appendix 16. Regular review of silver reserves and confirmation of compliance with the tokens**

To ensure that each SilverToken is fully backed by physical silver, FI Finest Investments GmbH undergoes a strict and regular verification process. These checks guarantee that the tokens issued correspond to the actual silver reserves deposited at all times.

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#### 1. Audit of the silver reserves

The physically deposited silver reserves, which serve as the basis for the issued silver tokens, are regularly audited by independent and recognized auditors or auditing companies. These audits cover the following aspects:

Inventory check: The total quantity of deposited silver is physically counted and compared with the records.

Quality check: checking the purity and weight of the silver to ensure that it meets the standards set out in the terms of the contract (e.g. 999.9/1000 fine silver).

Storage: Control of the depositories where the silver is stored securely and certified to ensure that security standards are met.

#### 2. Compliance with the issued tokens

To ensure that the corresponding amount of physical silver is deposited for each SilverToken issued, the following measures are used to confirm compliance:

Reconciliation of tokens and silver quantity: The stock of issued silver tokens is regularly reconciled with the deposited quantity of physical silver to ensure that each token is fully covered.

Reports and confirmations: The results of the audits are documented in a regular audit report and confirmed by the independent auditors. These reports are made available to token holders and the public upon request or via the company's website.

#### 3. Transparency and disclosure

FI Finest Investments GmbH is committed to full transparency towards the token holders. The results of the audits and confirmations of the correspondence between the silver reserves and the issued tokens are published regularly to ensure that all holders are always informed about the coverage of their silver tokens.

#### 4. Adjustments if required

Should there be a discrepancy between the deposited silver reserves and the issued tokens, FI Finest Investments GmbH will take immediate action to rectify this discrepancy. This can be done by adjusting the silver reserves or the quantity of tokens in order to ensure full coverage.

FI Finest Investments GmbH ensures a high level of security and trust for all token holders by regularly checking and confirming the correspondence between the silver reserves and the issued tokens.

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## **Appendix Purchase agreement for SilverToken**

### **17.**

Between

Seller: FI Finest Investments GmbH, Luegallee 12, 40545 Düsseldorf, Germany  
Represented by the Managing Director: Tim Brückmann  
Commercial Register: HRB 104198,  
Düsseldorf Local Court VAT ID No.: DE368580709  
(hereinafter referred to as "Seller")

and

buyers:

Name: [name of the buyer]  
Address: [address of the buyer]  
E-mail: [e-mail address of the buyer]  
(hereinafter referred to as "Buyer")

the following purchase agreement is concluded:

#### **1. Subject matter of the contract**

The seller sells the buyer one or more silver tokens, each representing a physical share of 100 gram of silver 999.9/1000 (fine silver). The silver comes from LBMA-certified manufacturers, e.g. Valcambi, Switzerland; Heraeus, Germany; others; and is stored in a secure depository (pro aurum GmbH, Munich).

#### **2. Price and storage costs**

The purchase price is made up of the following components:

1. Purchase price of the silver: The purchase price per SilverToken is [current market price] EUR per gram of silver plus a premium of EUR 9 per gram.

2. Storage costs: Monthly fees of 0.1% of the value of the goods are charged for the storage of the silver. The storage costs for a period of 5 years are due at the time of purchase and amount to EUR 5.04 per gram, based on a silver price of EUR 84 (including premium). These storage costs are not refundable pro rata if the silver is retrieved before the end of the 5-year period.

Sample calculation:

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Purchase price per 100 gram: EUR 84 (market price + premium) Storage costs for 5 years: EUR 5.04 per gram  
Total price (incl. storage costs): [number of tokens] x (84 EUR + 5.04 EUR) = [total price].

### 3. Payment

The purchase price including storage costs for 5 years must be paid within [number of days] days of conclusion of the contract. Payment can be made by SEPA bank transfer, credit card, PayPal or USDC.

### 4. Transfer of ownership and delivery of the SilverToken

Once payment has been received, the buyer becomes the owner of the purchased SilverToken. These are transferred directly to the digital wallet specified by the buyer. The transfer takes place on the Cardano blockchain. The buyer must ensure that they have access to the wallet and manage it securely.

### 5. Safekeeping of the silver

The silver representing the purchased tokens is stored in a certified depositary (pro aurum GmbH, Munich). Storage is carried out in accordance with the applicable security and legal standards. The storage costs cover the safekeeping for 5 years from the date of purchase.

### 6. Redemption of the SilverToken

The buyer has the right to redeem the SilverToken for physical silver under the seller's conditions. However, physical delivery of the silver will only be made against payment of the shipping costs incurred and in accordance with the applicable market conditions. The exchange is made at the current market price of the silver.

### 7. Shipping costs

The following costs are incurred for the insured shipment of physical silver:

#### 7.1. Within Germany:

- a. 19 EUR for goods worth up to 1,000 EUR
- b. EUR 39 for goods worth between EUR 1,000 and EUR 25,000
- c. EUR 49 for goods worth EUR 25,000 or more

#### 2. Within the EU:

- a. 89 EUR shipping costs regardless of the value of the goods

### 8. Obligations of the buyer

The buyer undertakes to pay the storage costs punctually via the platform <https://www.finest.investments/>. Should the buyer fail to meet this obligation, the seller reserves the right to sell the deposited silver after issuing a reminder and setting a deadline in order to recover the outstanding storage fees.

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to cover the costs. The surplus shall be refunded to the buyer after deduction of the costs incurred.

#### 9. Liability

The seller is not liable for losses incurred by the buyer due to fluctuations in the silver price, technical errors in the token transfer or loss of access to the digital wallet. No liability is assumed for the loss of silver due to insolvency or negligence on the part of the custodian.

#### 10. Taxes

The buyer is responsible for fulfilling all tax obligations associated with the purchase and sale of SilverToken. The seller does not provide any tax advice.

#### 11. Right of withdrawal

As part of the purchase of the Silver Token, the buyer declares that he expressly agrees that the performance of the service may commence before the expiry of the withdrawal period. He acknowledges that with the start of the provision of the services, the right of withdrawal shall lapse: "I agree and expressly request that the performance of the services ordered be commenced before the expiry of the withdrawal period. I acknowledge that I lose my right of revocation upon commencement of the provision of the services. The buyer hereby declares that FI Finest Investments GmbH can process the order without any right of withdrawal as soon as the execution of the order begins.

#### 12. Documentation and approval of the attachments

The buyer confirms that he has received the complete documentation including the following 17 appendices and has read and understood them in their entirety. The buyer also declares that he fully agrees to the regulations in the appendices.

Attachments:

1. Product description
2. General Terms and Conditions (AGB)
3. Price and fee structure
4. Storage conditions
5. Data protection regulations
6. Tax information
7. Cancellation policy
8. Redemption conditions for physical silver
9. KYC and compliance requirements
10. Legal information and disclaimer
11. Right of lien and right of sale in the event of non-payment
12. Anti-Spam Policy

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13. Dealing with requests from authorities
14. Cookie policy
15. Tokenization declaration
16. Regular review of silver reserves and confirmation of compliance with the tokens
17. Purchase agreement for tokens (this document)

The buyer also declares that he can read and understand the copy of this contract in full in the present language.

**13. Data protection**

The buyer's personal data collected in the context of this contract will be processed in accordance with the General Data Protection Regulation (GDPR) and stored for the duration of the business relationship. The buyer has the right to information, correction, deletion or restriction of the processing of his data at any time.

**14. Final provisions**

Amendments or additions to this contract must be made in writing. Should individual provisions of this contract be or become invalid, the validity of the remaining provisions shall remain unaffected. German law shall apply.

The place of jurisdiction is

Düsseldorf. Düsseldorf, the

[date]

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FI Finest Investments GmbH  
(Seller)

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[Name of the buyer]  
(Buyer)