

AUCTION TERMS AND CONDITIONS
of ANTIUM AURUM s.r.o.

ANTIUM AURUM s.r.o., having its registered office in Šaldova 219/1, 186 00 Praha 8, Identification No. (IČ): 27565629, registered in the Companies Register maintained by the Metropolitan Court in Prague, section C, entry No. 114287, (hereinafter referred to as the "Company"), sells medals, coins and other items (hereinafter referred to as "items"), also in the form of auctions, on its own behalf and on the account of its customers (hereinafter referred to as "Sellers") and, if applicable, also on its own account. The auctions of these items are performed under these auction terms and conditions (hereinafter referred to as "Auction Terms and Conditions").

Article 1 Auction

- (1) In order to promote the sale of the goods entrusted to the Company for the sale of goods and / or the goods owned by the Company, the Company organizes a sales auctions (hereinafter referred to as "auctions").
- (2) An Auction may take place in the physical presence of the potential buyers or, as the case may be, their agents (so-called traditional auctions) as well as by means of an Internet-based auction system (the so-called online auctions), or in a combination of the two.

Article 2 Auction Item

- (1) The items offered by the Company for sale at an auction (hereinafter referred to as "Auction Item") are items regarding which the Company has entered into an auction consignment agreement with their owners, or items which the Company owns.
- (2) The Auction Item could be an item declared a cultural heritage asset pursuant to Act No. 20/1987 Coll., on state heritage care, as amended (hereinafter referred to as "Heritage Care Act"), or an item proposed to become a heritage asset.
- (3) In order to export a heritage asset to a foreign country it is necessary, pursuant to Act No. 71/1994 Coll., on the sale and export of items of cultural value, as amended, to meet the conditions laid down by this Act including but not limited to obtaining a prior consent of the relevant bodies. Such items may only be exported from the Czech Republic upon presentation of an official certificate that these items are not declared a heritage asset and are not a part of a set declared a heritage asset pursuant to the Heritage Care Act.
- (4) If the Auction Item is a collection or individual collection items registered in the central registry of museum collections maintained by the Ministry of Culture of the Czech Republic it may only be disposed of under the conditions laid down by Act No. 122/2000 Coll., on the protection of museum collections, as amended.
- (5) The buyer is responsible for the fulfilment of the requirements of the above-mentioned laws and regulations after personal takeover of the Auction Item or prior to the shipping thereof according to Article 9.

Article 3 Auction Participants

- (1) Auction participants (bidders) may only be persons registered as auction participants. In the case of a tradition auction a person is registered by completing the form which is available on Company's website and at the auction site before the auction starts and by submitting it by mail at the Company's headquarters address, electronically at the Company's e-mail aukce@antiumaurum.cz or by passing it on the Company's at the auction site before the auction starts. Registration for an online auction is via an Internet auction system. In the case of

registration in the Internet auction system for an online auction the registration must be made 48 hours before the auction at the latest.

- (2) The Company is entitled to require that the person who is interested to be registered as an auction participant (bidder) to pay before the auction an advance payment toward the purchase price of the Auction Item, by wire transfer to the Company's bank account or in cash at the Company store, whereas the payment must be credited to the Company's bank account no later than the end of the business day immediately preceding the date of the auction, and/or provide the Company with additional information and a guarantee by a credible person.
- (3) The Company is an obliged person within the meaning of Act No. 253/2008 Coll., on Selected Measures against Legitimation of Proceeds of Crime and Financing of Terrorism, as amended (hereinafter referred to as the "AML Act"). In accordance with the AML Act, the Company is obliged to identify the auction participant and to verify that the auction participant is not a politically exposed person or a person established in a country that is considered as high risk within the meaning of the AML Act. For this purpose, the auction participant is required to provide the Company with the following upon registration:
 - (a) for natural persons who are not entrepreneurs: a valid identity card (ID card or passport) or, in the case of foreign nationals, a similar identity card, indicating their place of residence;
 - (b) in the case of natural persons acting as entrepreneurs: a valid identity card (ID card or passport) or, in the case of foreign nationals, a similar identity card, indicating their place of residence, and a document containing their identification number and registered office; or
 - (c) in the case of legal entities: an extract from the commercial register or other proof of the existence of the legal entity, not older than three months; basic identification of the members of the statutory body, if they do not result from the extract from the commercial register; if the statutory body, member or controlling person is another legal entity, then a document containing their identification; and a valid identity card of the natural person who is the statutory body (or its member), who represents the legal entity in dealing with the Company in this capacity. If the legal entity is represented by a natural person other than its statutory body in its dealings with the Company, a document confirming the authorisation to act in this way (power of attorney) must also be provided.

For the purpose of fulfilling its legal obligations, in particular under the AML Act, the Company is entitled to make copies of the identity cards of the auction participant.

- (4) There is no legal entitlement to the registration. The Company may reject an application for registration of an auction participant also without stating the reasons, respectively cancel the registration of an auction participant at its own discretion, even without stating the reasons.
- (5) Auction participants (bidders) may not be persons who are not fully capable to enter into legal acts or persons who are unable to acquire ownership of or rights to the Auction Items, or persons whose assets are subject to a bankruptcy or against whom an insolvency petition was dismissed due to the lack of assets, for the period of three years of the coming into force of such decision. Auction participants (bidders) may not be the auctioneer or employees of the Company.

- (6) The Company is entitled to require that extracts from foreign registries and documents proving the proxy authorization (with the exception of the Slovak Republic) be notarized in the adequate manner (by means of an apostille (signature authentication) or super-legalization).
- (7) The Company may exclude from the auction a person who failed in the last three years to pay the purchase price for any Auction Item sold by the Company and/or otherwise materially breached his/her contractual obligations to the Company.

Article 4 Agency

- (1) An auction participant is entitled to participate in a traditional auction through an agent under a written power of attorney. A legal entity may be represented, other by a statutory body, also by a holder of a procuration (in Czech "prokurista"), if its authorisation is sufficient in relation to the Auction Item.
- (2) An auction participant is entitled to authorize the Company to represent his/her at an auction, under an authorization within the binding order the template of which is a part of the catalogue and is also available on the Company's website, which shall be delivered to the Company 48 hours before the auction at the latest.
- (3) In the case of authorization of the Company according to paragraph 2 of this Article, the auction participant shall issue instructions to the Company as his/her agent
 - (a) by telephone during the auction, and/or
 - (b) in the form of the so-called written limit specified in the written order which specifies for the Company the highest possible bid for the purchase of the Auction which the Company Item may submit as the auction participant's agent; the bid price shall net be lower than the starting price.
- (4) If the auction participant submitted a binding order to the Company specifying the written limit and at the same time expressly reserved the right to give the Company instructions during the auction by telephone, the instruction give to the Company phone shall take precedence.

Article 5 Information on the Auction and the Auction Items

- (1) An auction catalogue is issued for every auction (in printed or online form); the auction catalogue shall list the Auction Items which are sold at the particular auction, the starting price thereof which shall include the applicable VAT, if any, in the statutory amount, image and text description thereof; in the case of inconsistency between the image and the text description the text description shall take precedence. Additionally, the assessment of the degree of haleness provided by the Company or a third person is provided. The auction catalogue shall also include the auction notice. The printed auction catalogue is available for review at the Company store, the online auction catalogue at the Company's website and/or antiumaurum.auex.de, at least 14 business days before the date of the auction. In the case of an online auction only, the Company does not issue a printed auction catalogue.
- (2) The Company shall publish on its website an auction notice which shall include the venue, date and time of the auction, the method and conditions of registration, and information on where the Auction Items can be viewed, at least 14 business days before the date of the auction. The auction notice shall be published also at the Company store and at the venue of the auction.

Article 6 Organization of the Auction

- (1) Auction participants are obliged to follow the instructions of the Company and shall not disrupt the course of the auction in any way.

- (2) Only auction participants, their agents, employees of the Company, and persons authorized by the Company to perform acts in connection with the organizing of the auction may be present at the venue of the auction.
- (3) Every participant of a traditional auction is obliged to collect the auction number under which he/she shall submit bids for the purchase of the Auction Item, however the Company is entitled to claim the payment of a refundable deposit of CZK 1,000, before the commencement of the auction. Auction participants are obliged to protect the auction number against misuse and are liable for the use, if any, thereof by a third party.
- (4) Auction participants shall have no rights to the Company in this respect. The provisions of Article 10 are not affected.
- (5) Photos or other audio or video recordings during are not allowed the auction without the Company's consent.
- (6) Objections, if any, about the course of the auction must be raised immediately, right in the auction room, otherwise they will not be taken into account. These objections shall be finally settled on behalf of the Company by the auctioneer according to the common practices and principles of fair business transactions. In the event that a certain bid is overlooked by mistake during the auction and/or is not taken into account for any other reason and/or in the event that the auctioneer is mistaken about whether or not a certain bid was submitted, the Company is entitled to withdraw from the purchase agreement signed as early as during the auction and/or within 3 business days of the auction. A mistake regarding the amount of the bid by the buyer shall be the buyer's liability.

Article 7 Auction Process

- (1) Participants of an online auction shall sign in before the commencement of the auction through the relevant Internet auction system.
- (2) Auction participants who have authorized the Company as their agent and reserved the right to give the Company instructions by telephone according to Article 4(3) will be contacted by an employee of the Company upon commencement of the auction for an auction items, which are enlisted in the binding order.
- (3) The auction is conducted by the auctioneer on behalf of the Company. In the auction, the auctioneer asks the auction participants to submit binding offers for the purchase of the Auction Item.
- (4) The offers are submitted in the form of the so-called bids. The bids are called by an auction participant in a traditional auction by raising the auction number; in the case of a written limit and telephone instruction according to Article 4(3) the bids are called through an employee of the Company.
- (5) The auction participant is bound by the bid for the purchase of the Auction Item. By calling a bid, the auction participant confirms that he/she has properly examined the Auction Item as well as other information provided in the auction catalogue.
- (6) The amount of the bids is specified in the following table:

Last bid	Amount of bid
Up to EUR 50	EUR 5
From EUR 50 to EUR 200	EUR 10
From EUR 200 to EUR 500	EUR 20
From EUR 500 to EUR 1,000	EUR 50
From EUR 1,000 to EUR 2,000	EUR 100
From EUR 2,000 to EUR 5,000	EUR 200
From EUR 5,000 to EUR 10,000	EUR 500
From EUR 10,000 to EUR 30,000	EUR 1,000
From EUR 30,000 to EUR 50,000	EUR 2,000
From EUR 50,000 to EUR 100,000	EUR 5,000
From EUR 100,000 to EUR 300,000	EUR 10,000
From EUR 300,000 to EUR 500,000	EUR 20,000
From EUR 500,000 to EUR 1,000,000	EUR 50,000
More than EUR 1,000,000	EUR 100,000

- (7) If a higher bid was not called despite the auctioneer's invitation the auctioneer will announce the highest bid again, and after the third invitation the Auction Item will be sold to the auction participant who submitted the highest bid. This constitutes a concluded agreement on purchase of the Auction Item between the Company and the bidder who made the highest bid (hereinafter referred to as "Buyer"), whereas the value of the highest bid represents the purchase price of the Auction Item (hereinafter referred to as "purchase price") which is inclusive of the applicable VAT in the statutory amount.
- (8) In the case of an online auction the purchase agreement for the purchase of the Auction Item is entered into at the moment of termination of the auction, provided that at least the minimum bid for the purchase of the Auction Item was made. The Auction Item shall always be sold to the highest bid.
- (9) If several auction participants submit an equal bid at the same time and if no higher bid was made according to the table of bids the auctioneer shall be entitled to announce the possibility to submit a half bid (i.e., 50% of the bid specified for the relevant last submission).
- (10) If several auction participants submit an equal bid at the same time and if no higher bid was made the auctioneer shall decide who the winner, i.e., to whom the Auction Item will be sold, according to the following rules – a bid within the written limit prevails over a telephone bid, a telephone bid prevails over a bid called in the auction room, a bid called in the auction room prevails over a bid submitted via an Internet auction system. In the case of equal bids within written limits of the same amount the bid which the received first shall prevail.
- (11) Auction Items shall be sold in the order as they are listed in the auction catalogue. The numerical value provided in the catalogue is the minimum bid for the purchase of the Auction Item (starting price) in EUR and may not be reduced.
- (12) If the minimum bid for the purchase of the Auction Item is not submitted even after a repeated invitation the Auction Item shall be considered unsold in the relevant order of the auction catalogue. After termination of the auction of all Auction Items listed for the respective auction the auctioneer shall be entitled to include the unsold Auction Items again in the auction, proceeding according to paragraphs 3 to 10 of this Article.

- (13) In the case of parallel conduct of a traditional auction and online auction, after the auctioneer's invitation the bids submitted through the Internet auction system and the bid called in the auction room, bids submitted through written limits, and bids submitted by telephone shall be evaluated at the same time.
- (14) The Company is also entitled to participate in the auction and submit bids for the purchase of the Auction Item; bids on behalf of the Company shall be submitted by a person other than the auctioneer.

Article 8 Payment of the Purchase Price of the Auction Item

- (1) The Buyer is obliged to pay the purchase price of the Auction Items purchased by hi/her at the auction in proper and timely fashion, and the purchase price is inclusive of the applicable VAT in the statutory amount
- (2) As of the date of conclusion of the agreement on purchase of the Auction Item the Company shall issue to the Buyer a certificate of sale or an invoice.
- (3) The purchase price of the Auction Item is payable within 7 days of the date of the auction; the Company reserves the right to request the payment of the purchase price immediately after having entered into the agreement on purchase of the Auction Item, if it is customary with respect to the circumstances.
- (4) The purchase price of the Auction Item can be paid by wire transfer to the Company's bank account or in cash at the Company store in EUR or in USD or in CZK converted using the applicable exchange rate of the Czech National Bank (ČNB), unless it has been agreed otherwise. If the Purchase Price of the Auction Item exceeds CZK 270,000, or the equivalent of this amount in EUR or USD, the Buyer is obliged to make the payment in a non-cash form. The Company, as the recipient of a payment exceeding the aforementioned limit, shall not accept such payment if it has not been made in anon-cash form.
- (5) If the Buyer purchases multiple Auction Items at an auction and does not specify toward which payable the payment is to be made the Company shall be entitled to use the payment received at its discretion for the payment of the purchase price of any Auction Item purchased by the Buyer and/or for the payment of any of its receivables from the Buyer.
- (6) If the purchase price achieved at an auction is not paid within the maturity period thereof the Company will be entitled to charge a default interest in the amount of 0.05% for each day of the default. In the event of recovery (collection) of the purchase price the Buyer shall bear all costs associated with the recovery (collection) of the amount owed, including the legal costs. The Company is entitled to assign these rights to the payment of the purchase price to the Seller. The Company may withdraw from the purchase price instead of collecting the amount owed; in such case the Buyer shall pay to the Company and to the Seller the loss incurred, including the loss of profits.
- (7) The Buyer shall pay to the Company the auction fee determined as a lump-sum fee in the amount of 20% of the purchase price of each Auction Item purchased by him/her at the auction. The auction fee is intended for the coverage of the costs incurred by the Company in connection with the organization of the auction and also as a compensation for the services provided by the Company to the Buyer in connection with the auction (hereinafter referred to as "auction fee"). The auction fee shall be payable within the same time limits and in the same manner as the purchase price of the Auction Item. The auction fee is inclusive of the applicable VAT in the statutory amount.

- (8) The Buyer may set off against the Company's receivables for the payment of the purchase price only such receivables he/she has from the Company which have been finally awarded by the court and/or explicitly recognized by the Company, for their own reasons and above.

Article 9 Acquisition of Ownership and Handover of the Auction Item

- (1) The ownership title to the Auction Item shall be transferred to the Buyer upon the payment of the purchase price in full; as of this moment, the risk of damage, destruction and loss of the Auction Item shall also pass to the Buyer.
- (2) The Auction Item shall be handed over to the Buyer after payment of the purchase price, the auction fee as well as other payables the Buyer is owing to the Company. The Buyer is obliged to take over the Auction Item immediately after he/she has become the owner thereof and to meet all other conditions for the takeover of the Auction Item within this time limit. At the same time, the Company is entitled to deposit the Auction Item at the Buyer's expense, in legal custody and/or to sell it in an appropriate manner on the account and at the expense of the Buyer at the price for which it can be sold (the Company's fee for the brokerage of the sale in such case shall be 40% of the purchase price achieved minus all costs of the Company). The Company is entitled to exercise the right of retention of the Auction Items purchased by the Buyer at the auction in order to ensure the payment of the payables the Buyer is owing to the Company.
- (3) Together with the Auction Item the Company shall issue to the Buyer a written certificate of acquisition of the ownership title.
- (4) Upon agreement with the Buyer, the Company shall provide for the shipping of the Auction Item to the address specified by the Buyer. All costs associated with the shipping of the Auction Item (postage, insurance, handling fees, etc.) and the shipping risks shall be borne by the Buyer. The price of the shipping of the Auction Item shall be determined by the Company at its sole discretion, taking into account the nature of the Auction Item.
- (5) If the Buyer wishes to export the Auction Item to a foreign country he/she is obliged to comply in advance the requirements of the applicable laws and regulations, including but not limited to the regulations mentioned in Article 2 hereof and to obtain the relevant permits/consents, and is liable for the payment of the applicable taxes, duties and fees.
- (6) The place of discharge of the obligations in connection with the auction is the registered office of the Company, taking into account the fact that the auctions are typically not held at the registered office of the Company.
- (7) The Company is not obliged to inform the Buyer about the Seller (and vice-versa).

Article 10 Liability

- (1) In the event that the Company is liable to the Buyer for a loss, the Buyer agrees that the compensation will be limited. The Company is not obliged to pay a loss of profit or a loss that would have occurred anyway. The only loss which is to be compensated is financial loss in the proven amount, up to the amount of the purchase price of the Auction Item paid. In addition, the Company is not liable to the Buyer for any damage to the Auction Items which occurs in the time of the Buyer's delay with the takeover of the Auction Items.
- (2) Hidden defects, if any, of the Auction Item must be claimed by the Buyer within 12 months of the takeover of the Auction Item.

- (3) An appraisal, expert determination and description of the Auction Item shall be performed by experts authorized by the Company. Although the information provided in the auction catalogue is a result of professional investigation, the accuracy and assessment of the expert opinions cannot be fully guaranteed. In the items which are sold in auctions organized by the Company, only such defects and damages are mentioned which may affect the price thereof. The damage, if any, is already taken into account in the appraisal of the Auction Item provided in the auction catalogue. Liability for damage may only be claimed in situations where the defect was not apparent from the image or description of the item provided in the catalogue.
- (4) Every potential bidder may view the Auction Items offered before the auction within the time periods specified in the auction catalogue and in the auction notice.
- (5) Complaints concerning the quality, condition of Auction Items as well as other apparent defects, if any, are admissible only upon personal takeover of the Auction Item or within seven calendar days of the receipt in the case of shipping of the Auction Item. No later complaints will be accepted. The Auction Items subject to a complaint must be returned in the same condition as when handed over to the Buyer.
- (6) In the case of sets or collections of Auction Items which are offered as sets of items, such sets are offered and sold on as-is basis, and no complaint can be raised after they have been taken over.

Article 11 Withdrawal from the contract

- (1) In the case of an online auction, the Buyer, who is a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), has the right to withdraw from the agreement on purchase of the Auction Item within fourteen (14) days from the date of receipt of the Auction Item.
- (2) Within the period referred to in paragraph 1, the withdrawal from the agreement on purchase of the Auction Item must be notified to the Company in writing by e-mail or letter delivered to the address of its registered office. This deadline shall be deemed to be observed if the Buyer sends the e-mail or letter withdrawing from the agreement on purchase of the Auction Item before the expiry of the aforementioned period of fourteen (14) days. In order to withdraw from the agreement, the Buyer may also use the form attached to these Auction Terms and Conditions and is also located on the Company's website. The Company shall acknowledge receipt of the withdrawal from the agreement on purchase of the Auction Item to the Buyer without undue delay.
- (3) In the event of withdrawal from the agreement on purchase of the Auction Item, the Buyer shall send or hand over to the Company without undue delay, within fourteen (14) days at the latest, the Auction Item(s) which the Buyer has taken over under the agreement on purchase of the Auction Item, in an undamaged condition. This deadline shall be deemed to have been observed if the Buyer sends the Auction Item(s) back to the Company before the expiry of the aforementioned deadline of fourteen (14) days. The Buyer shall be held liable to the Company for any decrease in the value of the object(s) auctioned caused by handling of such object(s) auctioned by the Buyer in a way which is not necessary for the Buyer to make himself acquainted with the nature, features and functionality of the aforesaid object(s) auctioned.

- (4) The Company hereby notifies the Buyer, within the meaning of Section 1820 (1) (j) of the Civil Code, that the direct costs associated with the return of the Auction Item(s) shall be borne by the Buyer.
- (5) If the Buyer withdraws from the agreement on purchase of the Auction Item, the Company shall refund to the Buyer without undue delay, but no later than fourteen (14) days after the withdrawal, all payments received from the Buyer under the respective agreement on purchase of the Auction Item, excluding the auction fee paid to the Company within the meaning of Article 8 (7). The refund pursuant to the first sentence of this paragraph shall only be made by the Company upon receipt of the returned Auction Item. The Company will use the same method of payment used by the Buyer to pay the purchase price for the refund unless expressly agreed otherwise.
- (6) If the Buyer withdraws from the agreement on purchase of the Auction Item, the Company may, at its discretion, offer the Auction Item for purchase to the auction participant who has made the second highest offer for the Auction Item (bid) or to any other auction participant who has made an offer for the Auction Item (bid) in the next order.

Article 12 Joint and Final Provisions

- (1) By submitting the Registration form or, as the case may be, by registering in the Internet auction system, the auction participant consents to these Auction Terms and Conditions, as well as confirms that he/she has been acquainted with the conditions of the processing of his/her personal data or, as the case may be, personal data of the individuals acting on his/her behalf, in accordance with the GDPR Regulation¹ and other personal data protection regulations, as further specified in the Information on the Processing of Personal Data annexed to these Auction Terms and Conditions, for the purposes and to the extent specified in the Registration form.
- (2) The Company publishes these Auction Terms and Conditions and the annexes thereto and other information according to these Auction Terms and Conditions on its website at www.antiumaurum.cz and makes them available in hardcopy form also at the Company store at Saldova 219/1, 186 00 Praha 8, Czech Republic.
- (3) Internet auction system shall mean, for the purpose of these Auction Terms and Conditions, a system operated on the websites antiumaurum.auex.de (AUEX, INumis). The Internet auction system can also be accessed via the www.sixbid.com (SIXBID) website, www.numisbids.com (NumisBids) website, www.emax.bid (EMAX) and www.biddr.ch (biddr) in accordance with terms and conditions of their operators. The Company, in cooperation with the providers and operators of the aforementioned Internet auction systems, will use its best efforts, as may be reasonably required, to ensure the availability and uninterrupted operation of these Internet auction systems. However, it is the sole responsibility of the online auction participant to ensure that it has all the information on the technical requirements of the respective Internet auction systems well in advance of the relevant online auction and to make all necessary installations and adjustments to its devices. The Company shall not be liable for any legal liability for damages or any other claims arising from interruptions or delays in the connection of the Internet auction systems due to technical malfunctions, viruses or other problems.

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as amended (hereinafter referred to as the "GDPR Regulation").

- (4) The purchase of an Auction Item at an auction as well as the related legal relations shall be governed by the Czech law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- (5) Disputes arising from an auction shall be settled by the court having the jurisdiction according to the registered office of the Company.
- (6) In case of any inconsistency between the different language versions of these Auction Terms and Conditions the Czech version shall prevail.
- (7) In the event that the auction participant / Buyer enters into a contractual relationship with the Company in relation to an auction in the position of a consumer, the disputes arising from such contractual relationship may be settled, in accordance with Section 20d et seq. of Act No. 634/1992 Coll., on consumer protection, as amended, also out of court, namely with the Czech Trade Inspection Authority, having its registered office in Stepanska 567/15, 120 00 Praha 2, Czech Republic; for more information see www.coi.cz. This is without prejudice to the right of the auction participant / Buyer to exercise his/her rights by legal action. Notice to consumers prior to the conclusion of a contract within the meaning of Section 1811 (2) and Section 1820 (1) of the Civil Code, and a model withdrawal form, are available on the Company's website and on the Internet Auction System.
- (8) The auction participant or other person whose personal data are being processed by the Company has the right to request the Company for information on the processing of the personal data, limitation or termination of the processing of the personal data or to object the processing, as well as to exercise other rights granted to data subjects by the GDPR, as further specified in the Information on the Processing of Personal Data annexed to these Auction Terms and Conditions. He/she has the right to submit a complaint to the Office for the Personal Data Protection, with its registered office at Pplk. Sochora 27, 170 00 Praha 7, Czech Republic, without prejudice to the right of the auction participant / Buyer to exercise his/her rights before courts.
- (9) All services provided by the Company under these Auction Terms and Conditions or under auction consignment agreements entered into with the owners of the Auction Items shall be considered, for the tax purposes, provided on the date of handover of the Auction Item to the Buyer.

These Auction Terms and Conditions shall enter into effect and force on November 26th, 2024.

Annexes:

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| Annex 1 | Information on the Processing of Personal Data by ANTIUM AURUM s.r.o. |
| Annex 2 | Form of notice of withdrawal from the agreement on purchase of the Auction Item |

Annex 1

INFORMATION ON THE PROCESSING OF PERSONAL DATA BY ANTIUM AURUM s.r.o.

Information on the processing of personal data by ANTIUM AURUM s.r.o., with its registered office at Šaldova 219/1, 186 00 Praha 8, Czech Republic, ID: 27565629, Tax ID. No. CZ27565629, registered in the Commercial Register maintained by the Municipal Court in Prague in section C, Insert 114287 (the "Company") as the controller of the personal data according to the GDPR Regulation.²

The Company process and keep the personal data obtained directly from the respective natural persons registered for an auction or using other services of the Company, and from the auction participants and its customers. Also, the personal data from public sources (including information from the social networks and the Internet, which the respective subjects have disclosed themselves), from surveys or from the cooperating third parties (in particular the operators of the auction platforms through which participants can participate in the auction). In particular, the Company processes the personal data provided in the Registration Form and eventually, any other personal data, which are obtained in relation to the auction, and personal data obtained in relation to the provision of other services (e. g. a purchase of goods in e-shop or in brick-and-mortar-shop, provision of the information regarding goods).

The personal data processed by the Company include in particular the name and surname, birth certificate number, date of birth, contact details, information on interest in goods, auction or other services of the Company and auction platforms, information regarding the use of the services of the Company and auction platforms, transaction details, information obtained from the Internet browser, which the subject uses, and the details, which the Company processes for fulfilment of its legal obligations or for the purpose of its legitimate interests.

All personal data are processed by the Company for the specified purposes, and such personal data are never processed in a way that is incompatible with such a purpose.

In compliance with the GDPR Regulation, the Company particularly processes the personal data for the following purposes:

- i. the performance of the agreement within the realisation of the auction and activities related to the auction,
- ii. the performance of the agreement within the provision of other services by the Company,
- iii. operation and proper functioning of the auction portals,
- iv. sale of goods and provision of services within the brick-and-mortar shop and e-shop,
- v. protection of the Company's legitimate interests, or

² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) as amended.

- vi. fulfilment of other statutory obligations e.g. under the AML Act (including storing, amendments thereto, search, selection, combination, analysis and liquidation of the personal data).

In connection with the execution of the combined and Internet auctions, the Company uses third parties to process the personal data necessary for the implementation of the auction, namely inova GmbH (Friedrich-Ebert-Str.75, 51429 Bergisch Gladbach, Germany) – www.uaex.de (AUEX, iNumis).

The processing of personal data for the purposes of marketing its services by electronic mail or otherwise is carried out by the Company based on the consent of the data subjects.

Based on the consent of the data subjects, the Company transfers personal data to third parties for the purpose of marketing their services by electronic mail or otherwise, namely to the following auction platform operators:

1. inova GmbH (Friedrich-Ebert-Str.75, 51429 Bergisch Gladbach, Germany) – www.auex.de (AUEX, iNumis)

In the event of personal data processing based on consent, the provision of data is entirely voluntary and the given consent may be withdrawn at any time.

The Company shall process the personal data for the period of time necessary to meet the purpose of the processing of such data, usually for the period of 5 years from the registration to the auction held by the Company, from using of other services of the Company or from the moment of conveying the details to the Company from a different reason by the respective subject. This does not affect the obligations of the Company to process and keep the personal data under special legal regulations (e.g. accounting or tax regulations). In the event of withdrawal of the consent with the processing of personal data, or request for the termination of the processing, the Company shall immediately terminate the processing of such data unless the Company has any other title for the processing of such data resulting from the legal regulations.

At any time during the processing of personal data, the Company shall allow the data subjects to exercise their rights granted to them by the GDPR and the related legal regulations. Such rights include, in particular, (i) the right of access to personal data (Article 15 of the GDPR), (ii) the right to rectification (Article 16 of the GDPR), (iii) the right to erasure – “*right to be forgotten*”(Article 17 of the GDPR), (iv) the right to restriction of processing (Article 18 of the GDPR), (v) the right to notification made to the recipients of personal data regarding rectification, erasure or restriction of processing (Article 19 of the GDPR), (vi) the right to data portability (Article 20 of the GDPR), and (vii) the right to object to processing (Article 21 of the GDPR). These rights may be exercised via e-mail at the address info@antiumaurum.cz or in writing at the Company’s registered address at Šaldova 219/1, 186 00 Praha 8, Czech Republic.

The subject may also submit a complaint regarding the personal data processing to the Office for Personal Data Protection via e-mail to the address posta@uouu.cz or in writing to the

address of the Office for Personal Data Protection at Pplk. Sochora 27, 170 00 Praha 7, Czech Republic.

Annex 2

FORM OF NOTICE OF WITHDRAWAL FROM THE AGREEMENT ON PURCHASE OF THE AUCTION ITEM

Sender:

Name and surname:

Residence:

E-mail:

Recipient:

ANTIUM AURUM s.r.o.

ID No.: 275 65 629

residing at Šaldova 219/1, 186 00 Prague 8

info@antiumaurum.cz

telephone: +420 222 317 702

Notice of withdrawal from the agreement on purchase of the auction item

On, as a participant in the online auction called, entered into an agreement on purchase of the auction item described in the online auction catalogue as.....

Pursuant to the provisions of Section 1829(1) in connection with Section 1818 of Act No. 89/2012 Coll., the Civil Code, as amended, I exercise my legal right and withdraw from the agreement on purchase of the aforementioned auction item concluded on via the aforementioned online auction.

In _____ on _____

(consumer's signature)

Annex: Proof of purchase