aurumbeam

LEGAL DOCUMENT

Affiliate and Partner Terms

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Aurumbeam London Ltd · 20 Wenlock Road, London N1 7GU, United Kingdom
Registered in England and Wales · Company Number 17528961 · aurumbeam.com

Terms for participation in the Aurumbeam partner and affiliate programme

Aurumbeam London Ltd, private company limited by shares under the law of England and Wales, registered office 20 Wenlock Road, London N1 7GU, United Kingdom, registered with the Registrar of Companies for England and Wales (Companies House), Cardiff, Company Number 17528961, Director Oliver Antunović, e-mail support@aurumbeam.com. aurumbeam is the brand and the infrastructure of Aurumbeam London Ltd. Contact for the programme: partner@aurumbeam.com.

1 Subject matter and legal nature of the contract

1.1 These terms govern participation in the Aurumbeam partner and affiliate programme. The sole contracting party is Aurumbeam London Ltd (hereinafter Aurumbeam). No other companies are party to this contractual relationship.

1.2 The subject matter of the contract is an advertising service. The partner draws attention to Aurumbeam's offering in its own channels, provides its own reach and its own advertising space for this purpose and uses the referral link assigned to it. In return, Aurumbeam owes performance-based remuneration in accordance with section 5.

1.3 The contractual relationship is a contract for advertising services against payment with performance-based remuneration and a continuing obligation. It is not a commercial agency agreement, not a distribution agreement, not a brokerage agreement, not a franchise agreement, not an employment or service relationship, not a partnership agreement, not a silent partnership and not a joint venture. Section 3 governs the delimitation in detail.

1.4 The programme has two forms of participation. Both are subject to these terms.

FORM OF PARTICIPATION	TARGET GROUP	PARTICULAR FEATURE
Affiliate	Individuals, creators, operators of websites, newsletters and channels	Standard conditions of the programme, activation via the app or via partner@aurumbeam.com
Partner	Businesses, intermediaries and multipliers with their own customer relationships and higher volume	additionally, conditions individually agreed in text form and a dedicated contact person

1.5 Agreements individually negotiated in text form take precedence over these terms, but only with regard to the points governed differently. Otherwise, the following order of precedence applies: individual agreement in text form, these terms, the conditions and advertising materials stored in the partner area.

1.6 The partner is not authorised to make declarations on behalf of Aurumbeam, to conclude contracts, to accept payments, to make commitments, to provide information

on contractual terms or to handle complaints. It never acts towards third parties as a representative, agent, branch or vicarious agent of Aurumbeam.

1.7 The customer relationship between Aurumbeam and a referred customer is governed exclusively by Aurumbeam's General Terms and Conditions and terms of use. The partner is not party to this contractual relationship and acquires no rights from it.

1.8 Where these terms require text form, an e-mail from an address stored in the partner area or known to Aurumbeam, as well as a message via the messaging section of the partner area, suffices.

1.9 Working days within the meaning of these terms are Monday to Friday, excluding public holidays at Aurumbeam's registered office in London. A period measured in working days begins on the first working day after the triggering event; a period measured in calendar days begins on the day after the triggering event.

2 Conditions of participation and admission

2.1 Participation requires an application via the aurumbeam app or via partner@aurumbeam.com. In the application, the applicant names the channels through which it intends to advertise, with address, reach and thematic focus.

2.2 Only applicants who meet all of the following conditions are admitted.

NO.	CONDITION
1	Age of majority and unrestricted legal capacity
2	Acting in the exercise of an independent commercial or professional activity, i.e. not as a consumer
3	Complete and correct details of name or company name, address, legal form, rights of representation, register details, tax number and, where available, VAT identification number
4	Successfully completed identification in accordance with the anti-money laundering standards applied by Aurumbeam
5	Negative screening against the sanctions lists maintained by the European Union and by the United Kingdom for the applicant, its legal representatives and its beneficial owners
6	Domicile or registered office outside the territories for which sanctions or embargo measures having effect against Aurumbeam exist
7	Bank account in its own name within the Single Euro Payments Area
8	Channels that do not infringe applicable law, the terms of use of the respective channel provider or section 7 of these terms

2.3 The examination of the application comprises identity verification, the substantive review of the channels named and the examination for obstacles under sanctions

and anti-money laundering law. Aurumbeam may request additional evidence, in particular an extract from the register, a trade registration, a confirmation of tax registration and evidence of the power of disposal over the channels named.

2.4 There is no entitlement to admission. Aurumbeam may reject an application without giving reasons. The decision is communicated in text form. The contractual relationship comes into existence only upon activation of the referral link.

2.5 Only one partner access is maintained per person, company and beneficial owner. Multiple accesses, accesses in the name of another and the transfer of a partner access are not permitted.

2.6 The partner notifies Aurumbeam in text form within ten working days of any changes to the information communicated under clause 2.2, in particular company name, legal form, address, representation, bank details, tax status and channels used. New channels must be notified before the first publication; Aurumbeam may exclude individual channels in text form.

2.7 Within the scope of the programme, the partner may not carry out any activity that, under the law of its state of registered office or of the market in which it advertises, requires an authorisation, registration or professional licence that it does not hold. In particular, it does not provide investment advice, investment brokerage, legal services or assistance in tax matters.

3 Legal status as an independent advertising partner

3.1 The partner acts as an independent trader in its own name and for its own account. It determines the time, place, scope, frequency and content of its advertising itself. It is not integrated into Aurumbeam’s business organisation, receives no instructions regarding the performance of its activity and is not subject to any obligation to work, to be present or to be available. The rules of section 7 are not instructions regarding the performance of the activity but limits of lawfulness and brand protection.

3.2 There is no obligation to be active. The partner owes no minimum performance, no minimum turnover, no number of publications and no achievement of targets. If it remains inactive, Aurumbeam has no claims.

3.3 The partner is not assigned any territory, customer group or customer protection. It is not obliged to exclusivity. It may at the same time work for other principals, including providers of comparable goods. There is no non-compete obligation either during the term or after its end.

3.4 The partner does not broker transactions. It does not negotiate with prospective customers, does not submit offers, does not accept orders, does not carry out any individual needs assessment and does not influence the purchasing decision of the individual prospective customer through personal approach. Its service is limited to

advertising directed at an indeterminate group of persons and to the provision of the referral link.

3.5 The partner does not build up a customer base and does not transfer one. It receives no personal data of referred customers, keeps no customer file and is neither entitled nor obliged to hand over customer data to Aurumbeam upon termination of the contract. The business relationship with the customer arises directly between the customer and Aurumbeam.

3.6 Clauses 3.1 to 3.5 give rise to the delimitation from the commercial agent. Under § 84(1) of the German Handelsgesetzbuch (Commercial Code) and § 1(1) of the Austrian Handelsvertretergesetz 1993 (Commercial Agents Act 1993), a commercial agent is a person who is permanently entrusted with brokering transactions for another trader or concluding them in its name. The following overview shows which characteristics the law requires and how the programme is structured.

CHARACTERISTIC UNDER COMMERCIAL AGENCY LAW	STRUCTURE IN THE AURUMBEAM PROGRAMME
permanent entrustment with a brokerage activity	no entrustment, no obligation to be active, no minimum performance, no targets, no reporting obligation
brokering or concluding transactions for the trader	no brokering, no negotiation, no submission of offers, no acceptance of orders, no power of attorney
integration into the sales organisation and being bound by instructions	no integration, no instructions regarding performance, no allocation of territory or customers, no exclusivity
building up a customer base and transferring it to the trader	no customer base held by the partner, no customer data, no obligation to transfer, direct conclusion of contract between customer and Aurumbeam
substantial benefits to the trader from the transferred customer base after termination of the contract	no transfer, and therefore no benefit arising from a transfer

3.7 Since the characteristics under clause 3.6 are not present, the indemnity claim under § 89b of the German Handelsgesetzbuch and under § 24 of the Austrian Handelsvertretergesetz 1993 is applicable to this contractual relationship neither directly nor by analogy. The parties do not exclude the indemnity claim contractually; such an exclusion in advance would be invalid under § 89b(4) sentence 1 of the German Handelsgesetzbuch and under § 27(1) of the Austrian Handelsvertretergesetz 1993. The non-applicability is based solely on the factual and legal structure of the contractual relationship. Should a court nevertheless find the characteristics to be present in an individual case, the mandatory provisions of commercial agency law apply unchanged; in that case, the parties will adjust the contractual relationship without delay so that the characteristics cease to apply.

3.8 No employment, service or training relationship arises. Aurumbeam does not register the partner for social security, does not withhold wage tax and grants neither holiday nor continued remuneration. The partner warrants that its activity for

Aurumbeam is not its only or economically predominant source of income; it notifies Aurumbeam in text form if this changes.

3.9 The partner is itself responsible for registering its activity with the competent authority, for complying with professional requirements, for its taxes and levies, for the provider identification of its own channels and for the lawfulness under data protection law of its own data processing.

4 Referral link and allocation

4.1 Upon activation, the partner receives a personal referral link and a referral code. Neither is transferable, and neither may be made available to third parties for their own use. The partner may technically shorten or mask the link, provided that the allocation parameters are preserved and the target page remains recognisable.

4.2 A customer is allocated to the partner via the referral code contained in the referral link and via an identifier stored on the user's terminal device. Alternatively, the customer may enter the referral code himself or herself upon registration; this entry takes precedence over the stored identifier.

4.3 The following periods apply to the allocation, unless otherwise indicated in the partner area.

SUBJECT	RULE
Click allocation	30 calendar days from the last click on the referral link until completion of registration
Customer allocation	12 months from the day on which the referred customer completed registration
Multiple allocation	If a user successively clicks on referral links of several partners, the last click before registration is allocated
Existing customers	Customers already registered with Aurumbeam are not newly allocated
Deviations	For partners under clause 1.4, a different allocation period may be agreed in text form; it is shown in the partner area

4.4 Allocation requires that the user has consented to the setting of the identifier required for this purpose. If the user does not give consent, withdraws it, deletes the identifier, changes terminal device or if the user's software suppresses the setting of the identifier, no allocation takes place. No claim to remuneration arises in these cases. Aurumbeam does not owe any particular allocation rate.

4.5 Aurumbeam's allocation log is exclusively authoritative for allocation and remuneration. The partner may raise objections to individual allocations in text form within 30 calendar days of the provision of the relevant statement. Aurumbeam examines the objection and communicates the result with reasons within 20 working days.

4.6 All measures that falsify the allocation are prohibited, in particular the setting of allocation identifiers without a click by the user, setting via embedded frames, invisible graphics or redirects, overwriting the allocations of others, automated clicks and registrations, the use of browser extensions, toolbars or software that set or alter allocation identifiers, and the use of domains containing the name aurumbeam or a confusingly similar spelling.

4.7 The partner may not use the referral link in paid search engine advertising booked on the aurumbeam brand, on confusingly similar spellings or on combinations of these signs with other terms.

5 Remuneration

5.1 **Accrual.** The claim to remuneration arises only when all of the following conditions are cumulatively met:

1. The customer is allocated to the partner in accordance with section 4.
2. A purchase contract for gold has been validly concluded between the customer and Aurumbeam.
3. The purchase price has been received by Aurumbeam in full and finally.
4. Any withdrawal or rescission period to which the customer is entitled has expired without the right having been exercised.
5. 30 calendar days have elapsed since full receipt of payment without a charge-back of the card payment or a reversal having taken place.
6. There is no breach of these terms by the partner affecting the transaction concerned.

5.2 **Calculation.** The basis of calculation is the mark-up collected by Aurumbeam on the transaction concerned excluding the processing fee, i.e. the difference between the purchase price paid by the customer and the reference price for the quantity of gold allotted, less the separately shown processing fee. The metal value itself is not the basis of calculation. No remuneration accrues on processing fees and transfer fees.

COMPONENT	INCLUDED IN THE BASIS OF CALCULATION
Mark-up on the reference price	yes
Reference price of the quantity of gold allotted	no
Shipping costs and insurance charges	no
Customers' processing and transfer fees	no, no remuneration accrues on these
Taxes and levies of any kind	no

COMPONENT	INCLUDED IN THE BASIS OF CALCULATION
Amounts refunded or credited to the customer	no

5.3 The remuneration rate is agreed in text form upon activation and can be viewed in the partner area. It is applied to the basis of calculation under clause 5.2 and rounded commercially to two decimal places. The currency of remuneration is the euro.

5.4 **Excluded transactions.** No claim to remuneration arises for:

- the partner's own transactions, i.e. purchases via its own aurumbeam access or via the aurumbeam access of its legal representatives and its beneficial owners,
- purchases via aurumbeam access that the partner controls directly or indirectly or over which it can actually dispose,
- purchases by undertakings that are in a relationship of control with the partner,
- buy-backs by Aurumbeam, the purchase of precious metals sent in externally and transfers of gold holdings (beaming) between users,
- the recruitment of further partners or affiliates under clause 7.6,
- transactions concluded before activation or after termination of participation.

5.5 **Statement cycle and due date.** Aurumbeam issues statements monthly. The statement for a calendar month is made available for download in the partner area by the tenth working day of the following month. It shows the transactions settled in aggregated form, the basis of calculation, the remuneration rate, the remuneration, cancellations and chargebacks. The remuneration falls due upon provision of the statement and is transferred to the stored bank account within ten working days.

5.6 **Minimum payout.** Payout is made as soon as the outstanding remuneration reaches EUR 50. If this amount is not reached, the outstanding remuneration is carried forward to the following month; the claim remains in existence. Upon termination of participation, the outstanding remuneration is paid out irrespective of the minimum payout, provided that it reaches EUR 10. If it does not reach this amount, it is paid out at the partner's request in text form; any transfer charges incurred are deducted.

5.7 **Payment costs.** Aurumbeam bears the charges of its own payment service provider. The charges of the partner's bank and the costs of currency conversion are borne by the partner.

5.8 **Self-billing.** The parties agree that Aurumbeam accounts for the partner's advertising service by way of self-billing. The statement under clause 5.5 is the self-billed invoice (Gutschrift) for VAT purposes. The legal basis of the agreement is § 14(2) sentence 5 of the German Umsatzsteuergesetz (VAT Act) for partners in Germany and § 11(8) of the Austrian Umsatzsteuergesetz 1994 (VAT Act 1994) for partners in Austria; both provisions require a prior agreement between the parties, which is hereby made.

5.9 The self-billed invoice bears the designation Gutschrift, as required by § 14(4) sentence 1 No. 10 of the German Umsatzsteuergesetz and § 11(8) No. 3 of the Austrian

Umsatzsteuergesetz 1994. Which other invoice details are required in the case of self-billing is governed by the provisions declared authoritative by Article 219a of Directive 2006/112/EC.

5.10 As long as self-billing applies, the partner does not issue its own invoice for the remuneration. Duplicate invoicing for the same supply must be avoided; the party that issued the additional invoice is liable for any resulting tax loss.

5.11 The partner may object to the self-billed invoice in text form within 30 calendar days of its provision. An objection deprives the self-billed invoice of its effect as an invoice to that extent. In the absence of a timely objection, the statement is deemed accepted; this effect is pointed out in each statement. Statutory claims on account of obvious calculation errors remain unaffected.

5.12 Aurumbeam may set off due chargebacks and claims for damages and indemnification against the partner's claims to remuneration. The partner may only set off undisputed claims or claims established by final and binding judgment.

5.13 Aurumbeam does not promise any particular earnings. The key figures shown in the partner area are historical values and do not give rise to any claim to future remuneration.

6 Cancellation and chargeback

6.1 The claim to remuneration is subject to the condition subsequent that the conditions of clause 5.1 continue to be met permanently. If a condition subsequently ceases to apply, the claim lapses retroactively.

6.2 Grounds for cancellation are in particular:

GROUND	EXPLANATION
Withdrawal or rescission by the customer	the transaction is reversed
Reversal for another reason	avoidance, termination, mutual rescission, warranty
Payment default	chargeback of the card payment, insolvency of the customer
Discontinuation of customer identification	the customer's identification under anti-money laundering law is not completed or is subsequently objected to
Multiple access or fictitious customer	the referred customer is identical with the partner, is controlled by it or was created automatically
Manipulation of the allocation	breach of clause 4.6 or clause 4.7
Breach of the advertising rules	the transaction is based on an advertising measure that breaches section 7 or section 8

6.3 If the remuneration has already been paid out, the amount is offset against future claims to remuneration. If the outstanding remuneration is insufficient or if there is no longer an ongoing contractual relationship, the partner reimburses the amount within ten working days of receipt of the chargeback notification.

6.4 Aurumbeam may cancel remuneration up to twelve months after provision of the relevant statement. If the ground for cancellation is based on deception, manipulation or any other intentional breach of duty by the partner, this period does not apply; in that case, the statutory limitation periods remain applicable.

6.5 Each cancellation and each chargeback is shown separately in the next statement and, at the partner's request, reasons are given in text form. The partner may object within 30 calendar days; clause 4.5 applies accordingly.

7 Advertising rules and prohibitions

7.1 The partner is solely responsible for its advertising. It complies with the law of the states in which its advertising has effect. Pursuant to Article 6(1) of Regulation (EC) No 864/2007, the law applicable to non-contractual obligations arising out of an act of unfair competition is the law of the country where competitive relations or the collective interests of consumers are affected; pursuant to Article 6(4) of that Regulation, this may not be derogated from by agreement. The choice of law in section 18 does not change this.

7.2 **The following is permitted:**

- the factual description of what Aurumbeam actually offers, in particular the purchase of physical investment gold from EUR 10, fine gold 999 or 999.9, free custody, the buy-back by Aurumbeam, physical delivery on request, the transfer of gold holdings to other aurumbeam users, which in the product presentation is called beaming (beam gold, beam order, beamed) and is legally referred to as transfer of gold holdings, and recurring purchases,
- the unaltered use of the advertising material approved in the partner area, whereby mere resizing without distortion is permitted,
- its own texts, images, videos and audio contributions, provided that they are accurate in content and comply with the requirements of this section and of section 8,
- the presentation of the ownership position, i.e. sole ownership of a complete item and co-ownership in fractional shares of a specifically designated item or of a collective holding.

7.3 **Statements about returns and security are prohibited.** In particular, the partner refrains from:

- any statement about future performance, yield, profit, interest, distributions or price targets,

- presenting gold as a safe, loss-free, value-stable, inflation-proof or crisis-proof investment, as well as the terms capital protection, capital-guaranteed, risk-free and safe haven,
- comparisons with interest-bearing products, savings books, funds or securities that suggest a return,
- presenting historical price developments without the notice that no statement about future developments can be derived from them,
- statements about the tax treatment of an acquisition, in particular statements on holding periods and on the tax exemption of a capital gain on disposal.

7.4 **Any form of advice is prohibited.** The partner does not provide prospective customers with individual investment, tax or legal advice, does not make any recommendation tailored to personal circumstances and does not carry out any needs or suitability assessment. In doing so, it observes that, in Germany, assistance in tax matters under § 5 of the Steuerberatungsgesetz (Tax Advisers Act) and the provision of legal services under § 3 of the Rechtsdienstleistungsgesetz (Legal Services Act) are reserved to the persons specified therein, and that in Austria the Wirtschaftstreuhandberufsgesetz 2017 (Public Accountants and Tax Advisers Act 2017) and the Rechtsanwaltsordnung (Lawyers' Act) contain corresponding reservations.

7.5 **Inaccurate classifications of the offering are prohibited.** The partner does not describe Aurumbeam and its services as a bank, bank account, current account, securities deposit within the meaning of banking law, deposit, savings book, means of payment, payment service, electronic money, wallet for payments, cryptocurrency, token, security, investment fund or insurance. This also applies to paraphrases with the same meaning and to imagery that creates this impression.

7.5a. Mandatory terms in advertising. The partner uses the terms specified by Aurumbeam for its services and refrains from terms derived from banking, account and payments law. In particular, the following are prohibited:

PROHIBITED	TO BE USED
credit balance, account balance, balance, gold account, securities deposit, wallet, wallet address, separate pool of assets	custody holding, holdings overview, fine gold allocated in the custody register, custody agreement number
deposit money, top up account, withdraw money, repayment, redemption, claim to payout	purchase of fine gold, sale back to Aurumbeam at the purchase price applicable at the relevant time
send gold, ship gold, transfer gold by bank transfer, pay with gold, gold as a means of payment, peer-to-peer payment	beam gold as the product name, legally transfer of gold holdings; it is a transfer of ownership by re-registration in the custody register and not a payment transaction
gold savings book, savings account, fixed-term deposit, overnight deposit, interest, yield	recurring purchase of fine gold
investor (Anleger), investor (Investor), saver in the investment sense	customer, user

PROHIBITED	TO BE USED
allocated, unallocated, pending as a status indication	zugeordnet, nicht zugeordnet, in Prüfung (allocated, not allocated, under review)

The partner never presents the transfer function as shipment, as a bank transfer, as a payment or as the transmission of a sum of money. Where it uses the product name beaming, it also mentions at least once the legal designation transfer of gold holdings.

7.6 **Any multi-level distribution is prohibited.** The programme is single-level. There is no remuneration for the partner recruiting further partners or affiliates, no levels, no ranks, no titles, no downline, no participation in the remuneration of other partners, no recruitment bonuses, no entry fees, no starter packages and no purchase obligations. The partner may not present the programme as structured, network or referral marketing with levels and may not create the impression that remuneration can be earned solely or mainly through the introduction of further participants. Such a scheme would be inadmissible under No. 14 of the Annex to § 3(3) of the German Gesetz gegen den unlauteren Wettbewerb (Act against Unfair Competition) and under the identically worded No. 14 of the Annex to the Austrian Gesetz gegen den unlauteren Wettbewerb (Act against Unfair Competition).

7.7 **Unsolicited advertising is prohibited.** Advertising by e-mail, SMS, telephone call, automated calling machine, fax or messenger requires the recipient's prior, express, verifiable consent relating to the specific advertising. Authoritative are § 7(2) of the German Gesetz gegen den unlauteren Wettbewerb, under which advertising by telephone call to consumers without their prior express consent and advertising by electronic mail, fax or automated calling machine without prior express consent always constitute an unreasonable nuisance, and § 174 of the Austrian Telekommunikationsgesetz 2021 (Telecommunications Act 2021), which prohibits advertising calls and faxes without prior consent and the sending of electronic mail including SMS without prior consent. For advertising having effect in Switzerland, the partner additionally observes Art. 3(1)(o) of the Swiss Bundesgesetz gegen den unlauteren Wettbewerb (Federal Act against Unfair Competition), under which mass advertising without the prior consent of the recipients is unfair. The partner obtains consent in a confirmed opt-in procedure, documents it with the time and content and produces the evidence on request within five working days. The purchase or rental of address lists for advertising relating to aurumbeam is not permitted.

7.8 **Advertising directed at minors is prohibited.** The partner does not direct its advertising at persons under 18 years of age and does not use channels whose audience is predominantly minors. A direct exhortation to children to buy included in the advertising is in any event inadmissible under No. 28 of the Annex to § 3(3) of the German Gesetz gegen den unlauteren Wettbewerb and under the identically worded No. 28 of the Annex to the Austrian Gesetz gegen den unlauteren Wettbewerb.

7.9 **The following are also prohibited:**

- advertising that creates the impression that it originates from Aurumbeam itself or that Aurumbeam is editorially responsible for it,
- the registration or use of domains, profiles, user names, channels, applications or short links containing the name aurumbeam, the company name Aurumbeam London Ltd or confusingly similar variations and typo variants,
- paid search engine advertising under clause 4.7 and the use of the brand in ad titles, ad texts and display URLs of paid advertising,
- the presentation of vouchers, discounts, cashback, bonuses or promotions that do not exist, and the passing on of part of the remuneration to customers without Aurumbeam's prior consent in text form,
- price indications without the total price applicable at the time of publication; if the partner states prices, it observes § 3 of the German Preisangabenverordnung (Price Indication Ordinance) and § 9 of the Austrian Preisauszeichnungsgesetz (Price Labelling Act),
- its own statements on custodians, storage locations, vault facilities, sums insured and audit procedures; in this respect, the partner refers exclusively to the Custody Services document at aurumbeam.com/verwahrdienste,
- statements on certifications, memberships, awards, test seals or official authorisations that Aurumbeam does not hold,
- distribution via content that is unlawful, harmful to minors, glorifies violence, is pornographic, discriminatory or infringes copyright, and via gambling and credit brokerage offerings,
- embedding Aurumbeam's website or app in its own pages, replicating the user interface and any alteration of the approved advertising material beyond resizing,
- advertising with incentive schemes, prize draws or rewards for registrations without disclosure of the conditions and without Aurumbeam's prior consent in text form,
- automated registrations, artificial reach, purchased interactions and any other manipulation of key figures.

7.10 Aurumbeam may prohibit the use of individual advertising materials, individual statements or individual channels in text form if there is a legal risk or an impairment of the reputation of the brand. The partner implements the prohibition within three working days and, in the case of official orders and cease-and-desist letters, without delay.

7.11 Aurumbeam may at any time request evidence of compliance with this section, in particular screenshots, publication dates, reach data and evidence of consent. The partner produces it within five working days.

8 Obligation to label advertising

8.1 Every publication by the partner that contains the referral link, the referral code or a recommendation of aurumbeam must be labelled as advertising. This applies irrespective of whether remuneration accrues in the individual case.

8.2 The legal basis in Germany is § 5a(4) of the Gesetz gegen den unlauteren Wettbewerb. Under it, a person acts unfairly who does not identify the commercial purpose of a commercial practice, unless this is directly apparent from the circumstances, and where the failure to identify it is likely to cause the consumer to take a transactional decision that he or she would not otherwise have taken. There is no commercial purpose in the case of an act in favour of another undertaking if the person acting receives or is promised no payment and no similar consideration for it; the receipt or promise of consideration is presumed. Since the partner receives or may receive remuneration for its publications, the commercial purpose is always present and must always be identified.

8.3 In addition, the following apply in Germany: No. 11 of the Annex to § 3(3) of the Gesetz gegen den unlauteren Wettbewerb, which prohibits the use of editorial content financed by the trader for the purpose of sales promotion without a recognisable connection; No. 11a of the Annex for the disclosure of paid placements in search results; and § 6(1) of the Digitale-Dienste-Gesetz (Digital Services Act), under which commercial communications must be clearly recognisable as such and the person on whose behalf they are made must be clearly identifiable. Pursuant to § 6(2) of the Digitale-Dienste-Gesetz, when sending by electronic mail, neither the sender nor the commercial nature may be concealed in the header or subject line.

8.4 In Austria, the following apply: § 2 of the Gesetz gegen den unlauteren Wettbewerb on misleading commercial practices; No. 11 of the Annex to that Act on advertising disguised as information; § 6 of the E-Commerce-Gesetz (E-Commerce Act), under which commercial communication must be clearly recognisable as such and the principal must be clearly identifiable; and § 26 of the Mediengesetz (Media Act), under which paid publications in periodical media must be labelled “Anzeige”, “entgeltliche Einschaltung” or “Werbung”, unless doubt is already excluded by design or arrangement.

8.5 The partner implements these obligations as follows.

CHANNEL	REQUIREMENT
Post on social networks	Labelling as “Werbung” or “Anzeige” (advertisement) at the beginning of the post text, above the truncation by the network, not in a row of hashtags at the end
Image and graphic	additionally, a visible overlay in the image if the text may be lost when shared
Video	Overlay with “Werbung” (advertisement) in the first seconds and permanently during the mention of the product, additionally an oral notice, additionally activation of the labelling for paid advertising provided by the network

CHANNEL	REQUIREMENT
Livestream	Notice at the beginning and at each renewed mention of the product, because viewers join later
Podcast and audio	spoken notice immediately before the promotional part
Newsletter and email	Labelling in the subject line or in the first paragraph, sender and commercial nature not concealed
Website, blog, comparison site	Labelling directly next to the link or at the beginning of the post; a notice only in the legal notice or in the privacy information is not sufficient
Comparison, test, ranking	additional disclosure that remuneration is paid for referrals, and indication of the ranking criteria

8.6 Permissible labels are “Werbung” (advertisement), “Anzeige” (advertisement) and “entgeltliche Einschaltung” (paid insertion). The labelling is made in the language of the post, in a clearly legible size, with sufficient contrast and without having to be scrolled away, clicked away or expanded. In particular, the following are not sufficient: ad, sponsored, sponsored by, powered by, presented by, affiliate, Affiliatelink (affiliate link), Provisionslink (commission link), Kooperation (cooperation), in Zusammenarbeit mit (in collaboration with), Danke an (thanks to), an asterisk without a resolved footnote, and any labelling that only becomes visible after expanding a truncated text.

8.7 The partner maintains the provider identification of its own channels, in Germany pursuant to § 5 of the Digitale-Dienste-Gesetz, in Austria pursuant to § 5 of the E-Commerce-Gesetz and pursuant to §§ 24 and 25 of the Mediengesetz. An aurumbeam advertising material does not replace this information.

8.8 Breaches of this section entitle Aurumbeam to block access in accordance with section 15, to cancel the remuneration concerned in accordance with section 6 and to terminate extraordinarily in accordance with section 14.

9 Use of the brand

9.1 The name, logo, word mark, figurative mark, colour and design elements and the advertising material of aurumbeam are protected. For the duration of participation, Aurumbeam grants the partner a non-exclusive, non-transferable and non-sublicensable right, revocable at any time, to use these signs and materials exclusively for promoting aurumbeam within the scope of the programme.

9.2 The partner does not alter the logo, does not distort it, does not change colours or clear space, does not combine it with other signs to form a new sign and does not use it in a manner that suggests a business connection, an interest, an engagement or control that does not exist.

9.3 The partner does not register, and does not have third parties register, the aurumbeam brand, the company name Aurumbeam London Ltd or confusingly similar signs as a trade mark or as part of a company name, domain, channel name, user name or application name, or as a keyword for paid advertising. It does not challenge Aurumbeam's intellectual property rights.

9.4 The partner acquires no rights in the signs and materials. Uses by the partner inure to the benefit of Aurumbeam.

9.5 If the partner publishes its own posts about aurumbeam, it grants Aurumbeam a non-exclusive, royalty-free right, unlimited in territory and time, to share and quote these posts in Aurumbeam's own channels, naming the partner. The partner may revoke this right for future posts at any time in text form.

9.6 Upon the end of participation, the right of use expires. The partner removes signs, advertising material and referral links from all channels, including archives, within ten working days, insofar as removal is technically possible for it. Domains, profiles and channels registered contrary to clause 9.3 are, on request, transferred by the partner to Aurumbeam free of charge or deleted, at Aurumbeam's option.

10 Data protection and allocation of roles between the parties

10.1 With regard to the personal data that they process in connection with the programme, the parties are each independent controllers within the meaning of Article 4(7) of Regulation (EU) 2016/679 and, where applicable, of the UK GDPR. Each party alone decides on the purposes and means of the processing in its sphere and alone bears responsibility for its lawfulness.

10.2 There is no joint controllership under Article 26 of Regulation (EU) 2016/679. The parties do not jointly determine the purposes and means of the processing. The partner alone decides on the design of its channels, on the reach measurement procedures used there and on its advertising approach. Aurumbeam alone decides on the processing from the point at which its own pages and its app are accessed, in particular on allocation, registration, identification and performance of the contract. The mere forwarding of a user via the referral link does not constitute a joint determination.

10.3 Nor is there a processing relationship under Article 28 of Regulation (EU) 2016/679. Neither party processes personal data on the instructions of the other.

10.4 Should a supervisory authority or a court assume joint controllership for a distinguishable processing operation, the parties will without delay conclude an arrangement under Article 26(1) of Regulation (EU) 2016/679. Until then, the following applies as between the parties: each party bears the consequences of the breaches originating from its sphere and indemnifies the other party to that extent.

10.5 For its own channels, the partner fulfils in particular the following obligations.

SUBJECT	OBLIGATION OF THE PARTNER
Information obligation	its own privacy policy under Article 13 of Regulation (EU) 2016/679, which names participation in the programme, forwarding via the referral link and the procedures used in that connection
Cookies and similar technologies	consent before storing information on the terminal device and before accessing it, in Germany pursuant to § 25(1) of the Telekommunikation-Digitale-Dienste-Datenschutz-Gesetz (Telecommunications Digital Services Data Protection Act), in Austria pursuant to § 165(3) of the Telekommunikationsgesetz 2021
Design of consent	active action by the user, no pre-ticked boxes, equivalent option to refuse, withdrawal at any time
Evidence	documentation of consent under Article 7(1) of Regulation (EU) 2016/679 and production on request within five working days
Reach measurement and advertising networks	its own legal basis and its own contracts with the providers used, including data processing agreements and arrangements for transfers to third countries
Advertising approach	consent under Article 6(1)(a) of Regulation (EU) 2016/679 in addition to the requirements of clause 7.7
Data subject rights	independent handling of requests relating to the processing on its channels

10.6 The partner does not transmit any personal data of prospective customers to Aurumbeam. If it breaches this, Aurumbeam deletes the data without delay.

10.7 The partner receives no personal data of referred customers. Only aggregated key figures are shown in the partner area, in particular visits, registrations and the number of transactions concluded. The partner does not learn which customer acquired which quantity.

10.8 Aurumbeam processes the data of the partner and its representatives for the performance of the contractual relationship, for invoicing, for compliance with obligations under anti-money laundering, sanctions and tax law and for the prevention of misuse. Details are contained in the privacy policy at aurumbeam.com. The partner addresses enquiries to datenschutz@aurumbeam.com.

10.9 If a supervisory authority, a data subject or a third party reports a data protection breach affecting the sphere of the other party, the party so informed notifies the other within 48 hours and provides the information required for the response.

11 Confidentiality

11.1 Confidential information is all information not publicly known that the partner receives in the course of participation, in particular remuneration rates and other individual conditions, contents of the partner area, statements, key figures, access credentials, products not yet published, price structures, technical interfaces and advertising material before its approval.

11.2 The partner uses confidential information exclusively for the performance of this contract, does not disclose it to third parties and protects it against unauthorised access. It may disclose it to advisers and employees who need to know it for the performance of this contract and who are themselves bound to confidentiality.

11.3 The obligation does not apply to information that is generally known or becomes known without breach of this obligation, that the partner demonstrably developed independently or that it lawfully received from a third party without any confidentiality obligation.

11.4 If the partner must disclose confidential information on the basis of a statute, an official order or a court decision, it informs Aurumbeam in advance in text form, insofar as this is legally permissible, and limits the disclosure to what is necessary.

11.5 The partner keeps its access credentials to the partner area secret, does not pass them on and reports any suspicion of unauthorised use without delay to partner@aurumbeam.com.

11.6 The confidentiality obligation applies for the duration of participation and for three years after its end. For trade and business secrets, it applies without time limit as long as the statutory requirements for the protection of secrets are met.

11.7 For each case of culpable breach of clauses 11.1 to 11.5, the partner promises a contractual penalty, the amount of which Aurumbeam determines at its reasonable discretion and which, in the event of a dispute, is reviewed by the competent court for its appropriateness. Further claims remain unaffected; a forfeited contractual penalty is credited against a claim for damages.

12 Liability and indemnification

12.1 Aurumbeam is liable without limitation for intent and gross negligence and for injury to life, body and health. In the case of simple negligence, Aurumbeam is liable only for the breach of an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the partner may regularly rely. In this case, liability is limited to the damage that was foreseeable at the time of conclusion of the contract and is typical for the contract, but at most to the sum of the remuneration paid out by Aurumbeam to the partner in the twelve months before the event giving rise to the damage, and at least to EUR 500.

12.2 Aurumbeam is not liable for lost remuneration resulting from an allocation not having taken place owing to a lack of consent by the user, deleted or blocked identifiers, a change of device, technical faults in the infrastructure or changes to products, prices or target markets. Aurumbeam does not owe any particular availability of the infrastructure, the partner area or the allocation technology.

12.3 Aurumbeam is not obliged to review the partner’s advertising. An approval of advertising material or the absence of an objection does not constitute an assurance that

a publication is lawful and does not relieve the partner.

12.4 The partner is liable for the lawfulness of its advertising, its channels and its data processing. It indemnifies Aurumbeam against all third-party claims asserted on account of a breach of these terms or of applicable law. The indemnification covers the costs of cease-and-desist letters, reasonable costs of legal defence, court and procedural costs, fines and administrative penalties, and expenses for remedying the breach.

12.5 Aurumbeam informs the partner without delay of a claim asserted, gives it the opportunity to comment within five working days and makes no acknowledgement without its consent, unless the claim is manifestly well-founded or a deadline does not permit coordination.

12.6 The limitations of liability also apply in favour of Aurumbeam's legal representatives, employees and vicarious agents. Mandatory statutory liability provisions remain unaffected.

13 Taxes and levies

13.1 The remuneration is the consideration for an advertising service. It is understood as a net consideration excluding VAT. Any VAT owed by law is shown additionally, insofar as it is to be shown in the statement.

13.2 The partner bears all taxes and levies concerning it, in particular income, corporation and trade income taxes as well as social security contributions. It registers its activity with the competent authority and registers it for tax purposes.

13.3 The following applies to the VAT treatment of the remuneration:

REGISTERED OFFICE OR RESIDENCE OF THE PARTNER	PLACE OF SUPPLY	TREATMENT OF THE STATEMENT
Member State of the European Union, in particular Germany and Austria	Aurumbeam's registered office in the United Kingdom, Article 44 of Directive 2006/112/ EC, in Germany § 3a(2) of the Umsatzsteuergesetz, in Austria § 3a(6) of the Umsatzsteuergesetz 1994	Statement without VAT of a Member State of the European Union, since the supply is not taxable in the partner's state of registered office; any tax liability in the United Kingdom is governed solely by the law applicable there
Third country, in particular Switzerland and Liechtenstein	Aurumbeam's registered office in the United Kingdom	Statement without European VAT; any tax liability in the partner's state of registered office and in the United Kingdom is governed solely by the respective law
United Kingdom	United Kingdom	Statement with United Kingdom VAT, insofar as the partner is registered for VAT there

13.4 Partners with their registered office in a Member State of the European Union notify Aurumbeam of their VAT identification number before the first statement and report changes within ten working days. Aurumbeam verifies its validity in the confirmation procedure. As long as no valid number is available, Aurumbeam may defer the payout; the claim remains in existence.

13.5 The small business scheme, in Germany § 19 of the Umsatzsteuergesetz and in Austria § 6(1) No. 27 of the Umsatzsteuergesetz 1994, is irrelevant for the advertising service to Aurumbeam, because the place of supply under clause 13.3 is in the United Kingdom. German small businesses are exempt from the recapitulative statement under § 18a(4) of the Umsatzsteuergesetz. If a small business does not have a VAT identification number, it proves its status as a trader by evidence under clause 2.3; clause 13.4 does not apply to that extent.

13.6 If withholding tax is levied on the remuneration in the partner's state of registered office, it is borne by the partner. The remuneration is not increased to compensate for withholding tax. On request, Aurumbeam issues the certificates required for a relief procedure, insofar as they are available to it.

13.7 Aurumbeam does not provide tax advice. The partner must itself clarify the classification of the remuneration in its state of registered office and the resulting filing obligations.

14 Term and termination

14.1 The contractual relationship begins upon activation of the referral link and runs for an indefinite period.

14.2 The partner may terminate at any time and without notice in text form.

14.3 Aurumbeam may terminate ordinarily in text form with a notice period of 30 calendar days to the end of a month.

14.4 Both parties may terminate extraordinarily and without notice for good cause. Good cause for Aurumbeam exists in particular in the event of:

- a breach of section 7 or section 8 that is not remedied within three working days despite a request, and any serious breach without prior request,
- manipulation of the allocation under clause 4.6, deception as to the person, the channels or the reach,
- incorrect information in the application or failure to notify under clause 2.6,
- a match in a sanctions list screening or an obstacle under anti-money laundering law,
- an order of an authority or a court prohibiting continuation,
- the opening of insolvency proceedings over the partner's assets or the rejection of such proceedings for lack of assets,

- conduct liable to significantly impair Aurumbeam's reputation.

14.5 When the termination takes effect, the referral link and access to the partner area are deactivated. The right of use under section 9 expires; clause 9.6 applies.

14.6 Claims to remuneration that have already arisen and have not been effectively cancelled remain in existence. The final statement is prepared within 30 calendar days of the last allocation eligible for settlement; clause 5.6 sentence 3 applies.

14.7 No remuneration accrues for transactions concluded after termination, even if the customer was originally allocated to the partner. There is no claim to lost future remuneration, to an indemnity, to compensation for expenses incurred or to reimbursement of advertising costs. Section 3 remains unaffected.

14.8 Sections 6, 9 clause 9.6, 10, 11, 12, 13, 17 and 18 continue to apply after the end of the contract.

15 Blocking

15.1 Aurumbeam may block the referral link, access to the partner area and payout in whole or in part if there is a suspicion based on facts that

1. the allocation is being manipulated,
2. section 7 or section 8 is being breached,
3. rights of third parties are being infringed,
4. there are obstacles under sanctions or anti-money laundering law,
5. the partner's access credentials are being used without authorisation, or
6. an order of an authority or a court so requires.

15.2 Blocking is the less severe measure compared with termination. Aurumbeam limits it to what is necessary and notifies the partner of it in text form, stating the reason, unless notification of the reason is prohibited by law or by an authority.

15.3 The partner may comment within ten working days. Aurumbeam examines the comments and lifts the block without delay if the suspicion has been dispelled.

15.4 The block lasts for a maximum of 60 calendar days. Thereafter, Aurumbeam lifts it or terminates the contractual relationship in accordance with clause 14.4. A block ordered by an authority or a court lasts as long as the order applies.

15.5 During the block, payouts are deferred. Claims that have already arisen remain unaffected and are paid out with the next statement after the block has been lifted, unless they are cancelled in accordance with section 6.

16 Amendments to the terms

16.1 Aurumbeam may amend these terms. The amended version is sent to the partner in text form at least 30 calendar days before the intended effective date, with an indication of the amended passages.

16.2 The partner may object to the amendment in text form until it takes effect. If the partner does not object, the amendment is deemed accepted; express reference is made to this effect in the notification. If the partner objects, either party may terminate the contractual relationship with a notice period of 30 calendar days; until termination, the previous version applies.

16.3 Changes to the remuneration rate and the basis of calculation have effect only for the future and at the earliest 30 calendar days after notification. Claims that have already arisen and existing allocations remain unaffected.

16.4 Changes to the advertising rules and to the approved advertising material that are necessary to comply with statutory obligations, to implement orders of authorities or courts or to avert a specific legal risk take effect upon notification. The partner implements them within three working days.

16.5 The version of these terms in force at the relevant time is available in the partner area and at aurumbeam.com. On request to partner@aurumbeam.com, it is sent in text form.

17 Final provisions

17.1 Amendments and additions to this contract require text form. This also applies to the waiver of this form requirement. There are no oral side agreements.

17.2 The partner may transfer rights and obligations under this contract to third parties only with Aurumbeam’s prior consent in text form. Consent is not refused without objective reason. Aurumbeam may transfer the contract to an undertaking that takes over the entire business; the partner is informed of this at least 30 calendar days in advance and may terminate without notice until the transfer takes effect.

17.3 The partner does not use subcontractors who advertise in their own name using its referral link. If it engages third parties to create or distribute advertising, it is liable for their conduct as for its own.

17.4 If a provision of these terms is invalid or unenforceable, the remaining provisions remain valid. The invalid provision is replaced by the statutory rule; if there is none, the parties agree on a rule that comes closest to the economic purpose.

17.5 The contractual language is German. The German version of these terms is authoritative. Translations are provided for information purposes.

17.6 Notices to Aurumbeam are to be addressed to partner@aurumbeam.com, and notices to the partner to the address last stored in the partner area. Each party bears the risk that an address not updated by it prevents receipt.

18 Applicable law and jurisdiction

18.1 This contractual relationship is governed by the law of England and Wales, excluding its conflict of laws rules.

18.2 Pursuant to clause 2.2, the partner acts in the exercise of an independent commercial or professional activity. If, contrary to this condition, a natural person participates as a consumer, the mandatory consumer protection provisions of the state of his or her habitual residence remain unaffected: in Germany and Austria pursuant to Article 6(2) of Regulation (EC) No 593/2008, in Liechtenstein, where that Regulation does not apply, pursuant to the Liechtenstein Gesetz über das internationale Privatrecht (Act on Private International Law); in Switzerland, a choice of law is excluded for consumer contracts pursuant to Art. 120(2) of the Bundesgesetz über das Internationale Privatrecht (Federal Act on Private International Law), so that Swiss law applies there; for consumers in Scotland and Northern Ireland, the provisions that are mandatory there remain unaffected.

18.3 The choice of law leaves unaffected the unfair competition law of the respective market applicable pursuant to Article 6(1) of Regulation (EC) No 864/2007. The requirements of sections 7 and 8 therefore apply to every market in which the partner advertises.

18.4 The courts of England and Wales in London have exclusive jurisdiction for all disputes arising out of or in connection with this contractual relationship. The Lugano Convention of 30 October 2007 does not apply to the United Kingdom, and Liechtenstein is not a contracting state of that Convention. The validity of the jurisdiction agreement in the partner's state of registered office and the recognition and enforcement of judgments are governed by the law applicable there and, for partners with their registered office in Liechtenstein, by autonomous Liechtenstein law. Aurumbeam may also sue the partner at the partner's general place of jurisdiction.

18.5 If, contrary to clause 2.2, a natural person participates as a consumer, that person may sue at his or her place of domicile and may be sued only there: in the Member States of the European Union pursuant to Article 18 of Regulation (EU) No 1215/2012, in Switzerland pursuant to Art. 114 of the Bundesgesetz über das Internationale Privatrecht, in Liechtenstein pursuant to the mandatory jurisdiction and protection provisions of autonomous Liechtenstein law, and in the United Kingdom before the courts of the part of the country in which he or she is domiciled.

18.6 Before initiating court proceedings, the parties negotiate for 30 calendar days on an amicable solution, calculated from the first request to negotiate in text form. The at-

tempt at settlement is deemed to have failed as soon as one party notifies the other of this in text form. The right to apply for interim relief remains unaffected.

18.7 Rights of third parties under this contract pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded, with the exception of the rights of the persons referred to in clause 12.6.

Aurumbeam London Ltd, 20 Wenlock Road, London N1 7GU, United Kingdom, Company Number 17528961.

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aurumbeam

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