aurumbeam

AGREEMENT

Data Processing Agreement

Last updated: October 2026

pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR) and Article 28 of the UK GDPR

between

Aurumbeam London Ltd, 20 Wenlock Road, London N1 7GU, United Kingdom, registered with the Registrar of Companies for England and Wales (Companies House) under Company Number 17528961, represented by its Director Oliver Antunović,
hereinafter the “Controller” or “Aurumbeam”,

and

the respective processor named in Annex 1,
hereinafter the “Processor”,

together the “Parties”.

Preamble

Aurumbeam operates, under the brand aurumbeam, the aurumbeam app, the web application and the website aurumbeam.com, and through them offers the purchase, custody, sale back to Aurumbeam, delivery and transfer of physical gold. For individual services, Aurumbeam engages service providers which process personal data on its behalf.

This Agreement is the general data processing agreement of Aurumbeam. It applies uniformly to all processors named in Annex 1 and to every contract on the basis of which a processor provides services to Aurumbeam (hereinafter the “Main Contract”). This Agreement is concluded as a separate contract with each processor. It specifies the data protection obligations of the Parties arising from the respective Main Contract.

1 Definitions and applicable data protection law

1.1 The terms used in this Agreement have the meaning given to them by Article 4 GDPR and Article 4 UK GDPR.

1.2 Applicable data protection law within the meaning of this Agreement comprises the UK GDPR and the Data Protection Act 2018, the GDPR to the extent that it applies to the processing pursuant to Article 3(2) GDPR, and the Swiss Federal Act on Data Protection (Bundesgesetz über den Datenschutz, DSG) to the extent that personal data of persons in Switzerland are processed. Where this Agreement refers to an

Article of the GDPR, the Article of the UK GDPR with the same wording applies accordingly.

2 Subject matter, nature and purpose of the processing

2.1 The subject matter of the processing is the provision by the Processor of the services agreed in the respective Main Contract. The service, the nature and purpose of the processing, the categories of data and the place of processing for each processor are set out in Annex 1.

2.2 The Processor processes the personal data exclusively for the purposes set out in Annex 1 and only to the extent necessary for the provision of the service. Processing for the Processor's own purposes is excluded.

2.3 To the extent that a processor processes personal data in order to comply with its own statutory obligations to which it is subject independently of this Agreement, in particular obligations under anti-money laundering, regulatory or tax law, it is a controller in its own right in that respect. This Agreement does not apply to such processing. The Processor limits such processing to what is required by law.

2.4 The duration of the processing corresponds to the term of the respective Main Contract (clause 15).

3 Categories of data and data subjects

3.1 The categories of personal data set out in Annex 1 for each processor are processed. Depending on the service, these may include: master data (name, address, date of birth, nationality), contact data (email address, telephone number of the data subject), access and usage data, contract and transaction data (purchases, sales back to Aurumbeam, transfers, holdings), payment data (tokenised card data, payment status, chargebacks), delivery data (delivery address, shipment data), device and communication data (push tokens, device identifiers, IP addresses, log data).

3.2 Special categories of personal data within the meaning of Article 9 GDPR, in particular biometric data, are not processed under this Agreement.

3.3 Data subjects are customers of Aurumbeam, prospective customers, users of the aurumbeam app, the web application and the website, recipients of transfers and deliveries, partners in the affiliate programme and contact persons at business partners.

4 Instructions

4.1 The Processor processes personal data exclusively on documented instructions from Aurumbeam, including with regard to transfers to a third country, unless it is required to carry out processing by the law of the United Kingdom, the European Union or a Member State to which it is subject. In that case, it informs Aurumbeam of that legal requirement before processing, unless the law in question prohibits such information on important grounds of public interest.

4.2 The instructions are set out in the first instance in this Agreement and the Main Contract. Aurumbeam may amend, supplement or replace instructions at any time in text form. Aurumbeam confirms oral instructions in text form without undue delay. The Director of Aurumbeam and any person designated by him in text form are authorised to issue instructions. Instructions are to be addressed to, or are issued from, datenschutz@aurumbeam.com.

4.3 If the Processor considers that an instruction infringes applicable data protection law, it informs Aurumbeam without undue delay. It is entitled to suspend the execution of the instruction until Aurumbeam confirms or amends it.

5 Confidentiality

5.1 The Processor ensures that the persons authorised to process the data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. This obligation continues after the end of their activity and after the end of this Agreement.

5.2 Only persons who require access to personal data for the provision of the service are granted such access. These persons are made familiar with the relevant data protection provisions and with this Agreement.

6 Technical and organisational measures

6.1 The Processor takes all technical and organisational measures required pursuant to Article 32 GDPR in order to ensure a level of security appropriate to the risk. It complies at least with the measures set out in Annex 2.

6.2 The measures are subject to technical progress. The Processor may replace them with equivalent or better measures, provided that the level of protection of Annex 2 is not undercut. It notifies Aurumbeam of material changes in advance in text form.

7 Sub-processors

7.1 The Processor may engage other processors (sub-processors) only with the prior consent of Aurumbeam in text form. This also applies to the replacement of a sub-processor that has already been approved.

7.2 The Processor imposes on each sub-processor by contract the same data protection obligations as are set out in this Agreement, in particular sufficient guarantees to implement the technical and organisational measures in such a manner that the processing meets the requirements of applicable data protection law. It ensures that Aurumbeam can also exercise its audit rights under clause 13 in relation to the sub-processor.

7.3 Where a sub-processor fails to fulfil its data protection obligations, the Processor remains liable to Aurumbeam for the performance of the sub-processor's obligations.

7.4 Ancillary services which the Processor obtains from third parties and in the course of which no personal data of Aurumbeam are processed, such as cleaning or security services, do not constitute sub-processing within the meaning of this clause. The Processor also takes appropriate precautions to protect the data in that respect.

8 Transfers to third countries

8.1 Personal data are processed or transferred outside the United Kingdom, the European Union and the European Economic Area only on documented instructions from Aurumbeam and only if an adequacy decision exists for the recipient country (Article 45 GDPR or the adequacy regulations under the Data Protection Act 2018, as applicable) or appropriate safeguards pursuant to Article 46 GDPR are in place, in particular standard contractual clauses of the European Commission and, for transfers from the United Kingdom, the International Data Transfer Addendum of the Information Commissioner.

8.2 For personal data from Switzerland, the requirements of Art. 16 and 17 DSG apply accordingly.

8.3 The places of processing set out in Annex 1 are deemed approved. Any relocation to another place requires the prior consent of Aurumbeam in text form.

9 Assistance with data subject rights

9.1 Taking into account the nature of the processing, the Processor assists Aurumbeam by appropriate technical and organisational measures, insofar as this is possible, in fulfilling the rights of data subjects under Chapter III GDPR, in particular access, rectification, erasure, restriction, data portability and objection.

9.2 If a data subject contacts the Processor directly, the Processor forwards the request to datenschutz@aurumbeam.com without undue delay, and at the latest within two working days. It does not respond to the request itself unless instructed to do so by Aurumbeam.

9.3 The Processor further assists Aurumbeam in ensuring compliance with the obligations pursuant to Articles 32 to 36 GDPR, in particular with data protection impact assessments and with prior consultation of the supervisory authority.

10 Notification of personal data breaches

10.1 The Processor notifies Aurumbeam of every personal data breach without undue delay, and at the latest within 24 hours after becoming aware of it, at datenschutz@aurumbeam.com. This also applies to a well-founded suspicion of a breach.

10.2 The notification contains at least the information pursuant to Article 33(3) GDPR, to the extent available to the Processor: the nature of the breach including the categories and approximate number of data subjects and records concerned, a contact person, the likely consequences and the measures taken or recommended. The Processor provides any information missing at the time of the notification without undue delay.

10.3 The Processor takes the necessary measures to secure the data and to mitigate possible adverse consequences without undue delay and coordinates them with Aurumbeam. It assists Aurumbeam with the notification to the supervisory authorities and with the communication to the data subjects. It makes notifications to supervisory authorities or data subjects only on the instructions of Aurumbeam, unless it is subject to its own statutory obligation to do so.

11 Erasure and return after the end of the processing

11.1 After completion of the services, and at the latest upon the end of the Main Contract, the Processor, at the choice of Aurumbeam, erases all personal data or returns them in a common, machine-readable format and subsequently erases existing

copies, unless there is an obligation to store the data under the law of the United Kingdom, the European Union or a Member State.

11.2 Aurumbeam makes its choice in text form. If Aurumbeam does not make a choice within 30 days after the end of the contract, the Processor erases the data.

11.3 Erasure is carried out in such a way that restoration is not possible with reasonable effort. Backups are erased within the regular backup cycles, and at the latest 90 days after the end of the contract. The Processor confirms the erasure to Aurumbeam in text form.

11.4 Where data are subject to a statutory retention obligation, the Processor blocks them from any other use and erases them upon expiry of the retention period.

12 Records and evidence

12.1 The Processor maintains a record of all categories of processing activities carried out on behalf of Aurumbeam pursuant to Article 30(2) GDPR.

12.2 The Processor makes available to Aurumbeam on request all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and in this Agreement. As evidence, it may in particular provide current certifications, audit reports of independent auditors or attestations under recognised standards.

13 Audits

13.1 Aurumbeam is entitled to audit compliance with this Agreement itself or through an auditor bound to confidentiality, in particular by obtaining information, inspecting evidence under clause 12 and carrying out on-site inspections during normal business hours.

13.2 Aurumbeam gives at least 14 days' notice of on-site inspections in text form, unless a specific reason, in particular a breach under clause 10, requires a shorter notice period. The Parties coordinate inspections in such a way that the business operations of the Processor and the confidentiality of the data of the Processor's other customers are preserved.

13.3 The Processor cooperates in and permits audits. It assists audits by the supervisory authorities to the same extent.

14 Liability

14.1 Liability towards data subjects is governed by Article 82 GDPR and Article 82 UK GDPR. The Processor is liable for the damage caused by processing only where it has not complied with obligations of applicable data protection law specifically directed to processors or where it has acted outside or contrary to lawful instructions of Aurumbeam.

14.2 As between the Parties, the Parties bear the damage in proportion to their responsibility for the circumstance giving rise to the damage (Article 82(5) GDPR). If a Party is held liable by a data subject although the other Party is wholly or partly responsible for the damage, the other Party indemnifies it to that extent.

14.3 Limitations of liability in the Main Contract do not apply to liability towards data subjects under Article 82 GDPR, nor to fines imposed on a Party on account of an infringement by the other Party.

15 Term and termination

15.1 For each processor, this Agreement commences upon its signature or, where the Main Contract already exists, upon its incorporation into the Main Contract. Its term follows the term of the respective Main Contract. It ends upon the termination of the Main Contract, but not before the obligations under clause 11 have been fulfilled.

15.2 Aurumbeam may terminate the Main Contract and this Agreement without notice if the Processor seriously breaches this Agreement or applicable data protection law, fails to carry out an instruction of Aurumbeam or refuses audits under clause 13.

15.3 Obligations which by their nature continue beyond the end of the contract, in particular confidentiality under clause 5, remain unaffected.

16 Governing law and jurisdiction

16.1 This Agreement is governed by the law of England and Wales. Mandatory provisions of applicable data protection law remain unaffected.

16.2 The courts of England and Wales in London have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

16.3 Rights of third parties under the Contracts (Rights of Third Parties) Act 1999 are excluded. The rights of data subjects under applicable data protection law remain

unaffected.

17 Final provisions

17.1 In the event of any conflict between this Agreement and the Main Contract or other agreements between the Parties, the provisions of this Agreement prevail in all matters of data protection. General terms and conditions or data processing terms of the Processor apply only to the extent that they do not conflict with this Agreement.

17.2 Amendments and supplements to this Agreement and its Annexes require text form. This also applies to any waiver of this form requirement.

17.3 Should any provision of this Agreement be or become invalid, the validity of the remaining provisions remains unaffected. The invalid provision is replaced by a provision which meets the requirements of Article 28 GDPR and comes closest to the economic purpose of the invalid provision.

17.4 The contractual language is German.

17.5 Annexes 1 and 2 form an integral part of this Agreement.

Annex 1: Processors, services, categories of data and places of processing

NO.	PROCESSOR AND ADDRESS	SERVICE, NATURE AND PURPOSE OF THE PROCESSING	CATEGORIES OF DATA	PLACE OF PROCESSING
1	Hetzner Online GmbH, Industriestr. 25, 91710 Gunzenhausen, Germany	Hosting, provision and operation of the servers, storage and backup, delivery of the website, web application and app, operation of the infrastructure for the logging system which Aurumbeam operates itself	all data stored on the servers, in particular master data, contact data, access and usage data, contract and transaction data, results of the identity verification and identity document images until their erasure, log data, server log files with IP addresses	Data centres in Germany

NO.	PROCESSOR AND ADDRESS	SERVICE, NATURE AND PURPOSE OF THE PROCESSING	CATEGORIES OF DATA	PLACE OF PROCESSING
2	Worldpay (UK) Limited, The Walbrook Building, 25 Walbrook, London EC4N 8AF, United Kingdom	Processing of credit card payments and chargebacks for purchases, recurring purchases and transfer fees. To the extent that Worldpay fulfils its own statutory obligations, in particular its own anti-money laundering checks, Worldpay is a controller in its own right pursuant to clause 2.3	Name, billing address, email address, card data and their tokenised reference, amount, payment reference, payment status, result of strong customer authentication, chargeback data, IP address and device data for fraud prevention	United Kingdom
3	SOOS GmbH (Goldvorsorge, GVS Bullion Group), Handelskai 94-96, Stiege 4, 5. OG, 1200 Vienna, Austria	Custody of the gold holdings, delivery and insured, registered shipment to customers; processing of delivery data	Delivery data: name, verified delivery address, telephone number and email address of the recipient, custody agreement number, type and quantity of the goods to be delivered, shipment number, shipment status, selected insurance level, declared value	Austria
4	Apple Distribution International Ltd., Hollyhill Industrial Estate, Hollyhill, Cork, Ireland (Apple Push Notification service), and Google Ireland Ltd., Gordon House, Barrow Street, Dublin 4, Ireland (Firebase Cloud Messaging), in each case to the extent that they act as processors	Delivery of push notifications to devices running iOS and iPadOS or Android, respectively	Device token or registration token, respectively, device identifier, operating system version, message content (without amounts, holding information and access data)	Ireland, with processing in the United States of America on the basis of the EU-US Data Privacy Framework and its UK Extension, to the extent that the recipient is certified, and additionally on the basis of standard contractual clauses under clause 8

Annex 2: Minimum technical and organisational measures

The Processor complies at least with the following measures:

1. **Encryption in transit.** Personal data are transmitted exclusively over encrypted connections in accordance with the state of the art, at least TLS 1.2. Unencrypted connections are rejected.
2. **Encryption at rest.** Stored personal data, including backups, are encrypted on the storage media, at least with AES with a key length of 256 bits or an equivalent method. Keys are managed separately from the data; access to keys is restricted and documented.

3. **Role-based access control.** Access rights are granted on a role basis and in accordance with the principle of least privilege, reviewed at least every six months and revoked without undue delay when a person leaves or changes role. The granting and revocation of rights are documented.
4. **Two-factor authentication.** Every administrative access to systems on which personal data of Aurumbeam are processed requires two-factor authentication. Administrative access is restricted to named individuals; there are no shared administrator accounts.
5. **Logging.** Logins, administrative access, changes to permissions and security-relevant system events are logged in a tamper-proof manner. The logs are access-restricted, retained for at least 90 days and analysed for anomalies.
6. **Backup.** Data are backed up at least daily. Backups are encrypted and stored physically or logically separated from the production system. Recoverability is tested at least every six months.
7. **Separation of client data.** Data of Aurumbeam are processed logically or physically separated from the data of the Processor's other customers. Access by other customers to data of Aurumbeam is technically excluded. Development, test and production environments are separated; no real personal data of Aurumbeam are used in test and development environments.
8. **Disaster recovery.** The Processor maintains a documented emergency and recovery plan with defined recovery times, reviews it at least annually and ensures that the availability of and access to the data are restored in a timely manner in the event of a physical or technical incident.
9. **Regular updates.** Operating systems, applications and security components are updated regularly. Security updates for critical vulnerabilities are applied without undue delay, and at the latest within 14 days of their publication.
10. **Physical security.** Premises and data centres in which data are processed are secured against unauthorised entry; entry is restricted to authorised persons and is logged.
11. **Confidentiality and training.** All persons with access to data of Aurumbeam are bound to confidentiality in writing and are instructed in data protection and data security.
12. **Review of effectiveness.** The Processor regularly tests, assesses and evaluates the effectiveness of these measures, at least annually, and documents the result.

Signatures

FOR THE CONTROLLER	FOR THE PROCESSOR
Aurumbeam London Ltd	

FOR THE CONTROLLER	FOR THE PROCESSOR
Place, date	Place, date
Oliver Antunović, Director	Name and position

Last updated: October 2026

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