aurumbeam

LEGAL DOCUMENT

Dealing with Legal Norms (Compliance)

Last updated: October 2026

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

This document describes which legal norms apply to Aurumbeam London Ltd and to the aurumbeam infrastructure operated by it, which norms expressly do not apply, and the procedures by which compliance is ensured. Throughout, it distinguishes between statutory obligation and voluntary self-commitment.

ITEM	VALUE
Company name	Aurumbeam London Ltd
Legal form	private company limited by shares under the law of England and Wales (Companies Act 2006); a limited liability company with a share capital of GBP 9,500, divided into 9,500 ordinary shares of GBP 1 each, fully paid
Registered office	20 Wenlock Road, London N1 7GU, United Kingdom
Register	Registrar of Companies for England and Wales (Companies House), Cardiff
Registered number	Company Number 17528961
Director	Oliver Antunović
Contact	support@aurumbeam.com

aurumbeam is the brand and the infrastructure of Aurumbeam London Ltd. The sole contracting party to all contracts concluded via the aurumbeam infrastructure is Aurumbeam London Ltd (hereinafter "Aurumbeam"). The custodian and the place of custody are set out in the Custody Services document at aurumbeam.com/verwahrdienste.

1 Overview of the legal framework

1.1 State of registered office and location of the gold

Aurumbeam London Ltd is a company under the law of England and Wales with its registered office in London. Its constitution, its organs, its mandatory disclosures and its registration obligations are governed by English company law, in particular the Companies Act 2006.

The gold acquired by customers is located exclusively in Vienna, Austria. It is held in custody by SOOS GmbH (Goldvorsorge, GVS Bullion Group), Handelskai 94-96, Stiege 4, 5. OG, 1200 Vienna, Firmenbuch (Austrian Companies Register) FN 371831k (Handelsgericht Wien (Commercial Court of Vienna)). Aurumbeam sources the gold from Goldvorsorge Österreich, a precious metals dealer registered in Vienna, from the stock of the GVS Bullion Group; the gold remains in Austria. The gold trading is conducted in Vienna; the transactions are processed via Aurumbeam London Ltd in London.

Aurumbeam fulfils the disclosure obligations of all five target markets cumulatively. The details and the allocation of each disclosure to its legal basis are set out in the Legal Notice and Liability document.

1.2 Which legal norms apply

AREA OF LAW	RELEVANT NORMS	SUBJECT MATTER
Company law	Companies Act 2006; Company, Limited Liability Partnership and Business (Names and Trading Disclosures) Regulations 2015	Constitution of the company, mandatory disclosures, registration obligations towards Companies House
Contract law	Law of England and Wales	all contracts with Aurumbeam, subject to mandatory consumer protection under section 1.4
Consumer law of the target markets	mandatory provisions of the state in which the consumer has his or her habitual residence; in the United Kingdom, the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013	pre-contractual information, price indications, withdrawal, warranty, unfair commercial practices (section 5)
Property law	Austrian law as the law of the place where the property is located (§ 31 IPRG), in particular the ABGB	Acquisition, content and transfer of ownership and co-ownership in fractional shares of the gold held in custody; delivery by instruction to the custodian to hold on behalf of (Besitzanweisung, § 428 ABGB)
Data protection	UK GDPR and Data Protection Act 2018; Regulation (EU) 2016/679 pursuant to its Article 3(2); Swiss DSG	Section 6
Sanctions law	Sanctions law of the European Union and of the United Kingdom (Sanctions and Anti-Money Laundering Act 2018); Swiss Embargo Act (Embargogesetz); Liechtenstein sanctions law	Section 4.4
Tax law	Exemption of investment gold in the target markets	Section 7

1.3 Distribution in five markets

Aurumbeam directs its offering at Germany, Austria, Switzerland, Liechtenstein and the United Kingdom. This results in the parallel application of several legal systems:

MARKET	LAW GOVERNING THE CONTRACT WITH CONSUMERS	ADDITIONALLY ALWAYS APPLICABLE
Germany	Law of England and Wales; mandatory German consumer protection remains unaffected pursuant to Article 6(2) of Regulation (EC) No 593/2008	BGB, EGBGB, PAngV, UWG, VSBG
Austria	Law of England and Wales; mandatory Austrian consumer protection remains unaffected pursuant to Article 6(2) of Regulation (EC) No 593/2008	FAGG, KSchG, VGG, PrAG, UWG
Switzerland	Swiss law; a choice of law is excluded for consumer contracts pursuant to Art. 120(2) IPRG	UWG (in particular Art. 3(1)(s) and Art. 8), PBV, DSG, EMKG

MARKET	LAW GOVERNING THE CONTRACT WITH CONSUMERS	ADDITIONALLY ALWAYS APPLICABLE
Liechtenstein	Law of England and Wales; mandatory Liechtenstein consumer protection remains unaffected pursuant to the Liechtenstein IPRG	FAGG, KSchG, KonsGG, ECG, AStG
United Kingdom	Law of England and Wales; for consumers in Scotland and Northern Ireland, the provisions that are mandatory there remain unaffected	Consumer Rights Act 2015, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013

1.4 Principle of the applicable law in relation to consumers

All contracts with Aurumbeam are governed by the law of England and Wales. For consumers, the mandatory consumer protection provisions of the state of their habitual residence remain unaffected: in Germany and Austria via Article 6(2) of Regulation (EC) No 593/2008 (Rome I); in Liechtenstein pursuant to the Liechtenstein IPRG, because the Rome I Regulation does not apply in Liechtenstein; in Switzerland, a choice of law is excluded for consumer contracts pursuant to Art. 120(2) IPRG, and Swiss law applies there; for consumers in Scotland and Northern Ireland, the provisions that are mandatory there remain unaffected. Where the law of the consumer's habitual residence provides for a mandatory rule that is more favourable to the consumer, that rule applies.

The acquisition, content and transfer of ownership and co-ownership of the gold held in custody are, irrespective of the law governing the contract, mandatorily governed by Austrian law as the law of the place where the property is located.

Consumers may sue Aurumbeam at their place of domicile and may be sued by Aurumbeam only there: in the European Union pursuant to Article 18 of Regulation (EU) No 1215/2012, in Switzerland pursuant to Art. 114 IPRG, in Liechtenstein pursuant to Liechtenstein law (Liechtenstein is not a contracting state of the Lugano Convention), and in the United Kingdom before the courts of the part of the country in which the consumer is domiciled. The Lugano Convention does not apply to the United Kingdom. In relation to traders, the courts of England and Wales in London have exclusive jurisdiction. The UN Convention on Contracts for the International Sale of Goods is excluded. Rights of third parties under the Contracts (Rights of Third Parties) Act 1999 are excluded. A jurisdiction agreement deviating from these principles is not used in relation to consumers.

2 Classification under trade and precious metals law

2.1 United Kingdom

Aurumbeam does not hold an authorisation from the Financial Conduct Authority and is not subject to its supervision. Aurumbeam does not provide banking, financial, payment or e-money services. Aurumbeam conducts the trade in physical gold, its custody by a custodian and the maintenance of the custody register without such

an authorisation. The classification under anti-money laundering law is described in section 4.

2.2 Austria

The gold is held in Vienna at SOOS GmbH (Goldvorsorge, GVS Bullion Group) as a holding for the account of Aurumbeam's customers, separately from Aurumbeam's own holdings. The custodian does not acquire ownership of the gold held in custody. The gold is sourced from Goldvorsorge Österreich, a precious metals dealer registered in Vienna. Shipment and delivery are effected via GVS, insured and by registered post, to the verified delivery address.

2.3 Switzerland and Liechtenstein

For deliveries to Switzerland and Liechtenstein, the Swiss Precious Metals Control Act (Edelmetallkontrollgesetz, SR 941.31) applies: pursuant to its Art. 20, goods manufactured abroad may only be placed on the domestic market if they comply with the provisions of that Act, and pursuant to its Art. 47, placing melt products on the market without indication of the fineness and without a melter's or assayer's mark is subject to criminal penalties. Aurumbeam therefore delivers to these markets exclusively bars and wafers bearing an indication of fineness and the hallmark of a recognised assayer-melter, as well as state-minted coins.

2.4 Customs

The gold is located in Vienna as Union goods in free circulation for customs purposes within the European Union. Deliveries within the European Union do not require customs formalities. Deliveries to Switzerland, Liechtenstein, the United Kingdom or other third countries constitute an export from the European Union; the import is governed by the law of the country of destination, and import duties are borne by the customer.

3 Regulatory delimitation: which norms do not apply

3.1 What Aurumbeam offers

Aurumbeam sells physical gold, has it held in custody, maintains a custody register for it, buys it back, delivers it physically on request and enables the transfer of gold holdings between customers within the aurumbeam infrastructure. This function bears the product name beaming (beam gold, beam order, beamed); its legal designation, which is authoritative in contracts, receipts and information provided to authorities, is transfer of gold holdings. Under Austrian property law, the customer acquires sole ownership of an individually designated item or co-ownership in fractional shares of a specifically designated item or of a collective holding. The customer does not acquire a claim to repayment of a sum of money, a share in a separate pool of assets or a security.

When beaming, no assets are sent. No goods are moved and no money is transmitted. Only the allocation in the custody register is changed: the transferor waives, vis-à-vis Aurumbeam, his or her claims to the beamed quantity and relinquishes its allocation. Until it is claimed by the recipient, the quantity is kept separately as an unallocated transfer holding; during this time it is owned by Aurumbeam. Upon the claim, it is allocated to the recipient; ownership or co-ownership passes by means of the re-registration together with an instruction to the custodian to hold on behalf of (Besitzanweisung, § 428 ABGB).

Physical gold is not a financial instrument within the meaning of Annex I, Section C of Directive 2014/65/EU. Accordingly, the rules on investment services, on investment advice and on investor compensation schemes do not apply.

3.2 Germany

SET OF RULES	STATUTORY DEFINITION	WHY THE BUSINESS MODEL FALLS OUTSIDE IT
Kreditwesengesetz (German Banking Act), § 1(1) sentence 2 No. 1 (deposit business), authorisation requirement under § 32(1)	Acceptance of funds of others as deposits or of other unconditionally repayable funds from the public	Funds are accepted exclusively as the purchase price for a specific purchase order and are converted into gold immediately. There is no claim to repayment of the amount paid. The buy-back is a separate purchase contract at the buy-back price quoted at the relevant time, which may be above or below the amount paid
Kreditwesengesetz (German Banking Act), § 1(1) sentence 2 No. 5 (safe custody business)	Custody and administration of securities for others	What is held in custody is a physical object, not a security. No securities are issued, booked or administered
Zahlungsdiensteaufsichtsgesetz (German Payment Services Supervision Act), § 1(1) sentence 2	Provision of payment services, in particular payment transactions, money remittance, account management	Payments are made exclusively by credit card via a payment service provider. Aurumbeam does not maintain payment accounts, does not accept funds for forwarding to third parties and does not hold monetary balances for customers. When beaming, only the allocation in the custody register changes; no sum of money is transmitted
Zahlungsdiensteaufsichtsgesetz (German Payment Services Supervision Act), § 1(2) (e-money)	Electronically stored monetary value in the form of a claim against the issuer, issued on receipt of a sum of money for the purpose of making payment transactions and accepted by third parties as a means of payment	The holdings, kept as fine weight in grams, represent a quantity of gold, not a sum of money and not a value denominated in a currency. They are not accepted by third parties as a means of payment and do not serve to execute payment transactions
Vermögensanlagengesetz (German Capital Investment Act), § 1(2), in particular No. 7	Other investments which grant or hold out the prospect of interest and repayment or a cash settlement of monetary value in exchange for the temporary provision of money	No money is provided temporarily; rather, a purchase contract for an object is performed. There is no interest, no promise of repayment and no cash settlement. There is no prospectus requirement and no capital investment information sheet

SET OF RULES	STATUTORY DEFINITION	WHY THE BUSINESS MODEL FALLS OUTSIDE IT
Kapitalanlagegesetzbuch (German Capital Investment Code), § 1(1)	Collective investment undertaking which raises capital from a number of investors with a view to investing it in accordance with a defined investment policy for the benefit of those investors	No capital is raised and no investment is made in accordance with a defined investment policy. Each customer alone decides on the timing, quantity and sale. There are no pooled assets with distribution of income, no fund units and no management fee. Co-ownership in fractional shares is an allocation under property law, not a share in an investment fund

3.3 Austria

SET OF RULES	STATUTORY DEFINITION	WHY THE BUSINESS MODEL FALLS OUTSIDE IT
Bankwesengesetz (Austrian Banking Act), § 1(1) No. 1 (deposit business) and No. 5 (safe custody business)	Acceptance of funds of others for management or as deposits, custody and administration of securities for others	No claim to repayment in money, no management of funds of others, no securities
Zahlungsdienstegesetz 2018 (Austrian Payment Services Act 2018), § 1(2), and E-Geldgesetz 2010 (Austrian E-Money Act 2010), § 1	Payment services, issuance of e-money	No account management, no money transfers for third parties, no issuance of an electronic value denominated in a currency
Alternative Investmentfonds Manager-Gesetz (Austrian Alternative Investment Fund Managers Act), § 2(1) No. 1	Collective investment undertaking which raises capital from a number of investors with a view to investing it in accordance with a defined investment policy for their benefit	No raising of capital, no investment policy, no third-party management, direct acquisition of an object with a right to delivery at any time
Kapitalmarktgesetz 2019 (Austrian Capital Market Act 2019), § 1(1) (definition of investment)	Property right which is not a security and which consists of direct or indirect investments by several investors for joint account and at joint risk, where the management is not carried out by the investors themselves	There is no joint account and joint risk, and no third-party management. Each customer bears exclusively the price risk of his or her own gold allocated to him or her. There is no prospectus requirement under § 2 KMG 2019

3.4 Switzerland

SET OF RULES	STATUTORY DEFINITION	WHY THE BUSINESS MODEL FALLS OUTSIDE IT
Bankengesetz (Swiss Banking Act, SR 952.0), Art. 1(2)	Commercial acceptance of deposits from the public	Pursuant to Art. 5(3) of the Bankenverordnung (Swiss Banking Ordinance, SR 952.02), funds which constitute consideration under a contract for the transfer of ownership or under a service contract are not deemed deposits. That is precisely what the purchase price for gold is. There is no obligation of repayment in money

SET OF RULES	STATUTORY DEFINITION	WHY THE BUSINESS MODEL FALLS OUTSIDE IT
Kollektivanlagengesetz (Swiss Collective Investment Schemes Act, SR 951.31), Art. 7(1)	Assets raised by investors for the purpose of collective investment and managed for their account by third parties	There are no collectively raised assets and no third-party management. The collective holding is a physical form of storage, not a collective investment scheme. Each fractional share is allocated to a specific customer
Finanzmarktinfrastrukturgesetz (Swiss Financial Market Infrastructure Act, SR 958.1) and Finanzdienstleistungsgesetz (Swiss Financial Services Act, SR 950.1)	Securities (Effekten), i.e. standardised securities suitable for mass trading, uncertificated securities, derivatives and intermediated securities, with a prospectus requirement for public offerings	The holdings, kept as fine weight in grams, constitute ownership or co-ownership of physical gold. They are not publicly offered for trading, not traded on a trading venue and not issued as uncertificated securities. Only the custody register is authoritative
Practice of the Eidgenössische Finanzmarktaufsicht (Swiss Financial Market Supervisory Authority, FINMA) on the question of subjection to supervision	The economic perspective is decisive, in particular whether repayable funds are accepted and whether an investment vehicle is created	Aurumbeam does not accept repayable funds and does not form an investment vehicle. Recurring purchases are structured such that gold is acquired immediately with each purchase amount and allocated to the customer. Purchase amounts are not accumulated as monetary balances

3.5 Liechtenstein

SET OF RULES	STATUTORY DEFINITION	WHY THE BUSINESS MODEL FALLS OUTSIDE IT
Bankengesetz (Liechtenstein Banking Act), Art. 3	Licensing requirement for the commercial acceptance of funds of others to finance one's own business and for conducting banking business	No acceptance of funds of others for one's own financing, no obligation of repayment, no banking business
Gesetz über die Verwalter alternativer Investmentfonds (AIFMG) (Liechtenstein Alternative Investment Fund Managers Act), definitions in Art. 4	Alternative investment fund as a collective investment undertaking with a defined investment policy for the benefit of a number of investors	No collective investment undertaking, no investment policy, no management of assets of others
Token- und VT-Dienstleister-Gesetz (TVTG) (Liechtenstein Token and TT Service Provider Act)	Registration requirement with the Finanzmarktaufsicht (Liechtenstein Financial Market Authority) for TT service providers with their registered office or domicile in Liechtenstein	Aurumbeam London Ltd has neither its registered office nor a domicile in Liechtenstein. There is no registration requirement under Art. 11 and 12 TVTG

3.6 United Kingdom

Aurumbeam does not hold an authorisation from the Financial Conduct Authority and is not subject to its supervision. Aurumbeam does not accept deposits, does not provide payment services within the meaning of the Payment Services Regulations 2017, does not issue e-money within the meaning of the Electronic Money Regulations 2011 and does not provide investment services. Purchase prices are accepted exclusively by credit card via a payment service provider and are converted

into gold immediately. When beaming, no sum of money is transmitted; only the allocation in the custody register is changed.

3.7 Delimitation from Regulation (EU) 2023/1114 (MiCA)

Regulation (EU) 2023/1114 on markets in crypto-assets applies in the European Union and has been incorporated into the European Economic Area; in Liechtenstein, the implementing act has been in force since 1 February 2025. The following applies to Aurumbeam's business model:

1. **No crypto-asset within the meaning of Article 3(1)(5) of the Regulation.** A crypto-asset is a digital representation of a value or of a right that is able to be transferred and stored electronically using distributed ledger technology or similar technology. This is not the case here. The customer's claim arises from the purchase agreement and the custody agreement and from his or her ownership or co-ownership of specifically designated gold. Allocation and ownership arise and change exclusively in the centrally maintained custody register. This also applies to the unallocated transfer holding when beaming. The closed, access-restricted logging system merely reflects the maintenance of the register subsequently; a log entry does not create, transfer or extinguish any right. Where a log entry deviates from the custody register, the custody register prevails.
2. **No tokens, no wallets, no keys.** Customers do not hold any tokens, wallets or keys. Holdings are kept exclusively as fine weight in grams; the smallest unit that can be represented is 0.001 grams. The customer identifier in the custody register is the custody agreement number.
3. **No transferability outside the aurumbeam infrastructure.** A transfer to addresses or systems outside the aurumbeam infrastructure is technically excluded. When beaming, the gold does not leave the custody holding; it is neither divided nor altered.
4. **No crypto-asset service.** Aurumbeam does not operate a trading platform for crypto-assets, does not exchange crypto-assets for funds or for other crypto-assets, does not hold in custody or administer crypto-assets on behalf of third parties, does not execute orders for crypto-assets and does not provide advice on crypto-assets. No crypto-asset white paper is prepared.
5. **In the alternative.** Even if a crypto-asset were assumed, there is no value stabilisation, because the monetary value of the allocated quantity of gold fluctuates fully with the market price of gold and with the exchange rate.

Aurumbeam designs the product, the contractual documentation and its communications in such a way that these characteristics are preserved. Before any product change affecting the transferability, the redeemability or the price linkage of a holding, the regulatory classification is reviewed again.

3.8 Clarification

For the activity described in this section, there is no licence as a credit institution, payment institution, e-money institution, investment firm, capital management com-

pany or crypto-asset service provider. To that extent, there is no supervision by the Bundesanstalt für Finanzdienstleistungsaufsicht (German Federal Financial Supervisory Authority), the Austrian Finanzmarktaufsicht (Financial Market Authority), the Eidgenössische Finanzmarktaufsicht (Swiss Financial Market Supervisory Authority), the Liechtenstein Finanzmarktaufsicht (Financial Market Authority) or the Financial Conduct Authority. The acquisition of gold via Aurumbeam is not a deposit. There is no claim against a deposit guarantee scheme and no claim against an investor compensation scheme. This information is set out consistently in the legal notice, in the terms of purchase and in the product presentation.

4 Antimoney laundering and sanctions

4.1 Current legal position

For Aurumbeam London Ltd, as a company with its registered office in the United Kingdom, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("MLR 2017") are authoritative. Under them, dealers, including precious metals dealers, are only subject to obligations if they accept cash payments of EUR 10,000 or more. Aurumbeam does not accept cash payments. The conditions under which precious metals dealers in the United Kingdom are subject to obligations under the MLR 2017 are therefore not met. Aurumbeam does not claim to be an obliged entity where it is not.

Payment can be made exclusively by credit card. The anti-money laundering checks of the payment service provider (Worldpay (UK) Limited) apply additionally. This makes it traceable who bought which gold and when.

Statutory identification and record-keeping obligations outside anti-money laundering law remain unaffected, in particular under VAT law (section 7.2), as does sanctions law (section 4.4).

4.2 Thresholds in the target markets and why they are not triggered

The following thresholds link the anti-money laundering obligations of precious metals dealers to cash payments. Because Aurumbeam accepts neither cash nor crypto-assets as a means of payment, none of these thresholds is triggered. The exclusion of cash payment is laid down in the terms of purchase.

STATE	NORM	THRESHOLD	CONNECTING FACTOR
Germany	§ 10(6a) No. 1(b) GwG in conjunction with § 1(10) sentence 2 No. 1 GwG	EUR 2,000	exclusively cash payments for precious metals
Austria	§ 365m1(2) No. 1(a) GewO 1994	EUR 10,000	exclusively cash payments, including in the case of several linked transactions

STATE	NORM	THRESHOLD	CONNECTING FACTOR
Switzerland	Art. 8a(4bis) GwG (SR 955.0), in force since 1 January 2023	CHF 15,000	exclusively acceptance of cash in the trade in precious metals and precious stones
Liechtenstein	Art. 3(1)(q) SPG	CHF 10,000	payment in cash or by means of a crypto-asset
United Kingdom	MLR 2017	EUR 10,000	exclusively cash payments

4.3 Measures applied voluntarily

Aurumbeam applies the following measures without being obliged to do so under anti-money laundering law. They are binding contractually and internally.

1. **Identification.** Customers are identified in accordance with the contractual terms, but always before any payout (sale back to Aurumbeam, purchase) and before any delivery. Anyone who claims a beamed quantity for delivery or payout first completes his or her identification. Delivery is effected by registered post to the verified address; payout is effected by bank transfer to a known bank account held in the customer's name. Aurumbeam carries out the identity verification itself: Aurumbeam staff examine a valid official photo identity document and compare it with the data provided, without biometric matching. Images of identity documents are deleted after completion of the verification, at the latest 30 days thereafter; the verification result and the verified master data remain stored. The legal basis for the processing is not an obligation under anti-money laundering law, but the performance of the contract and the legitimate interest in preventing misuse, unless a statutory obligation under section 7.2 applies. Details are set out in the privacy policy.
2. **Individual verification of larger incoming payments.** Larger incoming payments are verified individually.
3. **Manual pattern review when beaming.** Staff review conspicuous transactions manually and may suspend them. Conspicuous are, in particular, a sale back to Aurumbeam shortly after receipt of a beamed quantity, many transfers to changing recipients, the splitting of transactions just below the limit of EUR 15,000, reciprocal circular flows between the same customers and chains of unclaimed onward transfers.
4. **Fraudulent card payments.** As long as there are indications of a fraudulent card payment, Aurumbeam may, in individual cases, suspend payout, delivery and beaming of the holdings acquired with it.
5. **Suspicious cases.** If the review reveals indications of money laundering or terrorist financing, the transaction is suspended to the extent legally permissible. The Director decides on a report to the competent authority in accordance with the applicable law.
6. **Notification to the customer.** If a transaction is suspended, the customer receives a factual notification of the delay. In certain cases, no details may be given, for example where an order of an authority or a court prohibits this or to the extent that sanctions requirements preclude it.

7. **Retention.** Identification results, transaction data and the documentation of matters reviewed are retained in accordance with the deletion concept, which takes into account the retention periods under tax, commercial and company law and provides for deletion upon their expiry.

4.4 Sanctions (statutory obligation)

Compliance with sanctions law is a statutory obligation, irrespective of any status as an obliged entity under anti-money laundering law. Customers are screened against the sanctions lists of the European Union and of the United Kingdom upon identification. Suppliers, custodians, transport service providers and payment service providers are screened before conclusion of the contract. The bases are, in particular, the prohibition on making available and the freezing obligation under Regulation (EU) No 269/2014, Regulation (EC) No 765/2006, the prohibition on the purchase, import and transfer of gold originating in Russia under Article 3o of Regulation (EU) No 833/2014 and, in the United Kingdom, the Sanctions and Anti-Money Laundering Act 2018 together with the sanctions regulations made under it. For deliveries to Switzerland and Liechtenstein, the sanctions regimes applicable there are additionally taken into account, in Switzerland on the basis of the Embargogesetz (Swiss Embargo Act, SR 946.231) and in Liechtenstein on the basis of the Gesetz über die Durchsetzung internationaler Sanktionen (Liechtenstein Act on the Enforcement of International Sanctions). Screening for politically exposed persons and for adverse media reports is carried out only where there is cause. In the event of a match, the transaction is suspended immediately, payout and delivery do not take place, and the decision is taken by the Director.

4.5 Alignment with the EU AntiMoney Laundering Regulation from July 2027

Regulation (EU) 2024/1624 of 31 May 2024 applies from 10 July 2027. Pursuant to its Article 3(3)(e), it covers persons trading in precious metals and precious stones, without any link to a cash payment. Aurumbeam aligns its processes with Regulation (EU) 2024/1624, which applies from 10 July 2027. An external money laundering reporting officer will be appointed from spring 2027.

4.6 Tiered model

TIER	PERIOD	MEASURES
1	today	Payment exclusively by credit card with supplementary checks by the payment service provider; individual verification of larger incoming payments; manual pattern review when beaming by staff; limit of EUR 15,000 per transfer and per transferor and recipient within five years; identification before payout and delivery; sanctions list screening
2	2027	external money laundering reporting officer from spring 2027; alignment of processes with Regulation (EU) 2024/1624 by 10 July 2027

4.7 Cash limits

Article 80 of Regulation (EU) 2024/1624 introduces, from 10 July 2027, a Union-wide limit for cash payments in the course of a business activity of **EUR 10,000**, ex-

pressly also for split or linked transactions. Stricter national limits remain permissible. Germany and Austria have no general statutory cash limit.

For Aurumbeam, these limits are of no practical significance, because cash payments are excluded entirely.

5 Consumer protection law

5.1 Precontractual information obligations

LEGAL SYSTEM	NORM	CONTENT
Germany	§ 312d(1) BGB in conjunction with Art. 246a § 1 EGBGB	Catalogue of pre-contractual information, including the main characteristics, identity and address, total price or the manner in which the price is calculated, additional costs, terms of payment, delivery and performance, complaints procedure, liability for defects, contract term and termination conditions. Pursuant to Art. 246a § 1(3) No. 1 EGBGB, express information must be given that there is no right of withdrawal
Austria	§ 4(1) FAGG	19 information items, including, under No. 11, the notice that there is no right of withdrawal under § 18 FAGG. Pursuant to § 7(3) FAGG, confirmation of the contract on a durable medium
Switzerland	Art. 3(1)(s) UWG (SR 241)	clear and complete information on identity and contact address including e-mail, notice of the technical steps leading to the conclusion of the contract, appropriate means of identifying and correcting input errors, immediate electronic order confirmation
Liechtenstein	Art. 5 and Art. 8 FAGG	corresponding catalogue, under Art. 5(1)(l) notice that there is no right of withdrawal, under Art. 8(3) confirmation of the contract on a durable medium
United Kingdom	Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Electronic Commerce (EC Directive) Regulations 2002	pre-contractual information including identity, address, total price and information on the right to cancel or on its absence; information about the service provider under regulation 6 of the 2002 Regulations

All pre-contractual information is displayed in the app and in the web application before the order is placed and is subsequently sent by e-mail as a contract confirmation in PDF format.

5.2 Price indications

LEGAL SYSTEM	NORM	IMPLEMENTATION
Germany	§ 3 PAngV (total price), § 4 PAngV (unit price, not applicable for a nominal weight below 10 grams), § 11 PAngV (lowest total price of the last 30 days in the case of price reductions)	Display of a quantified total price in euros with a short, visible validity period, indication of the fineness, voluntary indication of the price per gram for every offer
Austria	§ 9 PrAG (gross prices), § 10 PrAG (sales unit and quality designation), § 10a PrAG (unit price), § 9b PrAG (price reductions)	Price per gram in addition to the total price
Switzerland	Art. 3 PBV (retail price actually payable in Swiss francs), Art. 4 PBV (all surcharges that cannot be freely chosen included in the price, shipping costs may be shown separately), Art. 13 PBV (advertising)	Display of the amount payable in francs before the order is placed; the processing fee is included in it
Liechtenstein	Art. 5(2) ECG	clear indication of whether taxes and shipping costs are included
United Kingdom	Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013	Indication of the total price including taxes and additional costs before conclusion of the contract

Since the supply of investment gold is exempt from tax, the addition “including VAT” is not used. Instead, reference is made to the relevant tax exemption. The total price displayed includes all components that cannot be freely chosen, including the processing fee; the processing fee is additionally shown separately before each confirmation. The fees are inclusive of any VAT that may be payable. Shipping costs are shown separately and displayed before conclusion of the contract.

5.3 Button solution

Pursuant to § 312j(3) BGB, the order button must be labelled in a clearly legible manner with nothing other than the words “zahlungspflichtig bestellen” (“order with obligation to pay”) or a corresponding unambiguous wording. Pursuant to § 312j(4) BGB, the contract is not concluded in the event of a breach. Requirements of identical content are contained in § 8(2) FAGG (Austria) and Art. 9(2) FAGG (Liechtenstein). For Switzerland, Art. 3(1)(s) Nos. 2 to 4 UWG gives rise to the obligation to present the technical steps, to provide a means of correction and to confirm immediately.

In the web application and the app, Aurumbeam uses the label “Zahlungspflichtig kaufen” (“buy with obligation to pay”) and, for recurring purchases, “Wiederkehrenden Kauf zahlungspflichtig starten” (“start recurring purchase with obligation to pay”). Immediately above the button are shown the quantity of gold in grams, the fineness, the price, the processing fee, all ancillary costs, the total amount and, for recurring purchases, the interval, the amount per interval, the term and the cancellation option. The button bears no further information.

5.4 Cancellation button

§ 312k BGB obliges traders who, via a website, enable the conclusion of a contract for a continuing obligation that obliges the trader to provide a service against payment to provide a cancellation button labelled “Verträge hier kündigen” (“cancel contracts here”) and a confirmation button labelled “jetzt kündigen” (“cancel now”). Both must be permanently available and directly and easily accessible and must not be placed behind a login. Pursuant to § 312k(6) BGB, if these elements are missing, the consumer may terminate at any time and without notice.

Classification at Aurumbeam: the single purchase is not a continuing obligation and does not trigger the obligation. The agreement on recurring purchases with a fixed amount and the agreement on recurring purchases towards a target product are continuing obligations; for them, the cancellation button is provided in the web application without login and additionally in the app. The custody agreement is a continuing obligation but is provided free of charge; to that extent, the obligation does not exist. If a custody fee is introduced in future, the cancellation button will also be provided for it. Irrespective of this, any termination is possible without formal requirements in text form, including by e-mail to support@aurumbeam.com.

5.5 Withdrawal

For the purchase of gold (single purchase and each execution of a recurring purchase), for the sale back to Aurumbeam and for the purchase of precious metals sent in, there is no right of withdrawal and no right of rescission, because the price depends on fluctuations in the financial market: in Germany pursuant to § 312g(2) No. 8 BGB, in Austria pursuant to § 18(1)(2) FAGG, in Liechtenstein pursuant to Art. 19(1)(b) FAGG, and in the United Kingdom pursuant to regulation 28(1)(a) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (no right to cancel). In Switzerland, there is no statutory right of withdrawal for contracts concluded online; Art. 40b OR covers only the special situations specified therein. Express notice of the absence of such a right is given before the order is placed.

A right of withdrawal exists for the framework agreement on recurring purchases (contractual right of withdrawal of 14 days, which affects only future executions), for the free-of-charge app usage agreement, insofar as the law of the state of residence provides for it for contracts for digital services, and for the transfer fee when beaming; in the latter case, it expires upon complete execution if the customer has expressly consented in the beam order and has confirmed his or her knowledge of the expiry. For these contracts, withdrawal may be declared by e-mail to widerruf@aurumbeam.com, using the model form or via the “Vertrag widerrufen” (“withdraw from contract”) function in the app settings. The details are set out in the Right of Withdrawal document.

5.6 Unfair commercial practices

The standard is Directive 2005/29/EC and its implementations: §§ 3, 5 and 5a UWG (Germany), §§ 1 and 2 UWG (Austria), Art. 3 UWG (Switzerland, SR 241), the Liechtenstein Gesetz gegen den unlauteren Wettbewerb (Act against Unfair

Competition) and, in the United Kingdom, the provisions on unfair commercial practices applicable there. Binding internal rules (voluntary self-commitment):

1. No statements about future price developments, no promises of returns, no assurances as to value. No investment wording.
2. No general environmental claims such as sustainable, climate-neutral or environmentally friendly. Directive (EU) 2024/825 must be transposed by 27 September 2026 and applied from 27 September 2027; thereafter, generic environmental claims without demonstrated excellent environmental performance are prohibited. Art. 3(1)(x) UWG (Switzerland) requires objective and verifiable bases for statements on climate impact.
3. No description of Aurumbeam as certified under the LBMA Responsible Gold Guidance. Refiners are certified, not dealers.
4. No inaccurate statements about supervision, authorisation or membership of protection schemes.
5. Advertising communications are recognisable as such and the sender is identifiable. The conditions of discounts, bonuses and promotions are easily accessible.
6. The following applies to the partner and affiliate programme: the remuneration is linked to the sale of gold, not to the recruitment of further persons. Schemes whose remuneration derives predominantly from recruitment are prohibited, inter alia under No. 14 of the Annex to § 3(3) UWG (Germany) and Art. 3(1)(r) UWG (Switzerland). Contributions by partners are labelled as advertising.

5.7 Complaints and dispute resolution

Customers address complaints to support@aurumbeam.com. Receipt is acknowledged, and a substantive response is given within 14 days of receipt (voluntary self-commitment).

The European Commission’s online dispute resolution platform was repealed by Regulation (EU) 2024/3228 and shut down on 20 July 2025. A reference to it is no longer included. Aurumbeam is neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration body. The points of contact in the states of residence are listed in the Legal Notice and Liability document.

6 Data protection

The controller is Aurumbeam London Ltd, 20 Wenlock Road, London N1 7GU, United Kingdom, datenschutz@aurumbeam.com. Owing to its registered office, the UK GDPR and the Data Protection Act 2018 apply. Because Aurumbeam offers services to persons in the European Union and in Liechtenstein, Regulation (EU) 2016/679 additionally applies pursuant to its Article 3(2). It was incorporated in Liechtenstein by Decision of the EEA Joint Committee No 154/2018 and is supplemented there by the Datenschutzgesetz (Data Protection Act) of 4 October 2018.

The supervisory authority in the United Kingdom is the Information Commissioner's Office (ICO). There is no lead supervisory authority in the European Union, because Aurumbeam has no establishment in the European Union. Data subjects may contact any supervisory authority in the European Union, in particular the authority of their place of residence; in Liechtenstein, the Datenschutzstelle (Data Protection Authority).

In Switzerland, the revised Bundesgesetz über den Datenschutz (Federal Act on Data Protection, DSG, SR 235.1) applies in parallel together with the Verordnung über den Datenschutz (Data Protection Ordinance, DSV, SR 235.11), both in force since 1 September 2023. Pursuant to Art. 3(1) DSG, the Act applies to circumstances that have an effect in Switzerland, even if they are initiated abroad. The supervisory authority is the Eidgenössischer Datenschutz- und Öffentlichkeitsbeauftragter (Federal Data Protection and Information Commissioner). Data security breaches are notified pursuant to Art. 24 DSG as soon as possible; the 72-hour period under Article 33 of Regulation (EU) 2016/679 does not apply to Switzerland.

For the United Kingdom, there is an adequacy decision of the European Commission under Article 45 of Regulation (EU) 2016/679, renewed on 19 December 2025 and valid until 27 December 2031. Under Swiss law, the United Kingdom is recognised as a state with an adequate level of data protection.

Details on purposes, legal bases, recipients, storage periods and data subject rights are contained in the privacy policy. Please address enquiries to datenschutz@aurumbeam.com.

7 Tax law

7.1 VAT exemption for investment gold

In the European Union, the exemption is based on Articles 344 to 356 of Directive 2006/112/EC.

LEGAL SYSTEM	NORM	CONTENT
Germany	§ 25c(1) UStG	Exemption of the supply, import and intra-Community acquisition of investment gold, expressly including gold held in collective or individual custody, gold traded via gold accounts and contractual claims to investment gold, as well as the brokering thereof
Austria	§ 6(1) No. 8(j) UStG 1994 with the special rules of § 24a UStG 1994	exemption without right of deduction, including gold held in collective or individual custody and gold traded via gold accounts

LEGAL SYSTEM	NORM	CONTENT
Switzerland	Art. 23(2) No. 12 MWSTG (SR 641.20), import pursuant to Art. 53(1)(m) MWSTG	exemption with right of deduction for state-minted gold coins of the specified customs tariff numbers and for gold for investment purposes with a minimum fineness of 995/1000 in the form of cast bars or stamped wafers bearing an indication of fineness and the hallmark of a recognised assayer-melter. The former Art. 44 MWSTV was repealed with effect from 1 January 2025 and is no longer cited
Liechtenstein	Art. 23(2) No. 12 MWSTG (LR 641.20)	identical in content to the Swiss rule on the basis of the Customs Treaty of 1923
United Kingdom	Value Added Tax Act 1994, Schedule 9 Group 15	Tax exemption of investment gold

For amounts below one gram, the customer does not acquire a micro bar but a co-ownership share in fractional shares of a specifically designated item or of a collective holding that meets the requirements for investment gold. The share is kept exclusively as fine weight in grams; the indication in grams is the unit of account for this share, not the object of delivery. The underlying physical holding consists exclusively of marketable bars and coins with a fineness of at least 995/1000, in fact of fine gold 999 or 999.9.

The fees (processing fee, transfer fee) are inclusive of any VAT that may be payable.

Aurumbeam does not provide tax advice to customers. Statements on the tax treatment of a purchase, a sale, a transfer or a delivery are descriptions of the legal position without reference to personal circumstances. Aurumbeam is not authorised to provide business assistance in tax matters; § 5(1) StBerG prohibits this for persons outside the professions specified therein.

7.2 Invoicing

Each invoice contains the full details of the supplier and of the recipient of the supply, the date of issue, a sequential invoice number, the quantity and customary trade description of the goods, the time of supply, the consideration with the processing fee shown separately and a reference to the tax exemption. The reference states the relevant norm.

Invoices and statements are provided electronically as PDF in the aurumbeam access and sent by e-mail. They are sent in paper form on request. Insofar as transactions are subject to German VAT law, § 25c(6) UStG provides that, for transactions in investment gold, the identification, record-keeping and retention obligations of the Geldwäschegesetz (German Money Laundering Act) apply accordingly. Insofar as Austrian VAT law applies, § 24a UStG 1994 requires, for transactions in investment gold whose taxable amount exceeds EUR 15,000, an invoice and documentation of the identity of the purchaser. Insofar as these statutory obligations apply, the identity verification under section 4.3 is carried out before execution of the relevant transaction.

7.3 Retention periods

DOCUMENTS	PERIOD	BASIS
Accounting vouchers, bookkeeping records, tax returns, inventory records	10 years	uniform internal regime reflecting the statutory periods under the law of England and Wales and the longest relevant periods of the target markets
Procurement contracts and acceptance records	10 years from the end of the contract	uniform internal regime
Customer contracts and contractual documents	10 years from the end of the business relationship	uniform internal regime
Identification and transaction records, insofar as Regulation (EU) 2024/1624 applies to Aurumbeam from 10 July 2027	5 years from the end of the business relationship or from the occasional transaction; longer periods remain unaffected	Article 77 of Regulation (EU) 2024/1624

For guidance: in Germany, the periods are eight years for accounting vouchers pursuant to § 147(3) AO and ten years for invoices pursuant to § 14b(1) UStG; in Austria, the seven-year period of § 132 BAO applies, supplemented for investment gold by § 24a UStG 1994; in Switzerland and Liechtenstein, the ten-year retention period under the law of obligations applies. These periods become relevant insofar as there is a permanent establishment or a tax registration in the state concerned.

The retention of personal data is governed by the principle of storage limitation (Article 5(1)(e) UK GDPR and of Regulation (EU) 2016/679). Data are deleted after expiry of the relevant period. The deletion concept assigns a period to each data category. The transaction history is available to customers for retrieval and export for at least ten years.

8 Supply chain and origin

The requirements regarding origin, procurement and documentation are set out in full in the Supply Chain Policy, available at aurumbeam.com/lieferketten-richtlinie. It contains the delimitation of the directly applicable provisions from the voluntarily applied frameworks, the requirements for suppliers, the OECD five-step framework as applied to gold, the treatment of recycled gold, purchases from private individuals, evidence and audits, and the grievance mechanism.

Four points are to be recorded for this document: Aurumbeam buys the gold from Goldvorsorge Österreich from the stock of the GVS Bullion Group; the gold remains in Austria. The purchase, import and transfer of gold originating in Russia are prohibited under Article 3o of Regulation (EU) No 833/2014. Regulation (EU) 2024/3015 on prohibiting products made with forced labour on the Union market applies without a size threshold and is applicable from 14 December 2027; the docu-

mentation is already aligned with it. Regulation (EU) 2017/821 imposes obligations exclusively on Union importers above the volume thresholds of its Annex I; Aurumbeam sources goods that are already in free circulation for customs purposes within the European Union, is therefore not a Union importer and does not claim to be an obliged entity. Before any direct sourcing from a third country, Aurumbeam records in writing whether this results in importer status and in the volume threshold being reached.

9 Digital services

Regulation (EU) 2022/2065 on a Single Market for Digital Services distinguishes between mere conduit services, caching services and hosting services. aurumbeam.com and the aurumbeam app are Aurumbeam London Ltd's own sales and service presence. They do not store or transmit information provided by users for the public and are therefore not an intermediary service within the meaning of Article 3(g) of the Regulation. The obligations under Articles 11, 12 and 16, in particular the notice and action mechanism for providers of hosting services, therefore do not apply. Nor is the aurumbeam infrastructure an online marketplace, because no contracts between users and third parties are brokered; Aurumbeam is always itself the contracting party.

Irrespective of this, Aurumbeam maintains a point of contact for notices:

Aurumbeam London Ltd, point of contact for notices
support@aurumbeam.com, subject: Notice of illegal content
20 Wenlock Road, London N1 7GU, United Kingdom
Languages: German, English

A notice should contain the exact location of the content complained of, a description, the reasons for assuming illegality, and the name and e-mail address of the notifying person. Receipt is acknowledged, the notice is examined and the decision is communicated with reasons. If the illegality is confirmed, the content is removed or access to it is disabled. Please address notices relating to data protection to datenschutz@aurumbeam.com.

Should Aurumbeam store user-generated content for the public in future, the obligations under Articles 16 and 17 of the Regulation will be put in place before activation.

10 Product safety and advertising

Regulation (EU) 2023/988 on general product safety has applied since 13 December 2024. It requires that only safe products be placed on the market and, for distance selling offers, requires the indication of the name and contact details of the responsible economic operator, information identifying the product including an image, and any warnings and safety information.

Implementation at Aurumbeam:

1. Bars, wafers and bullion coins of fine gold 999 or 999.9 are offered. They pose no particular hazards when used as intended.
2. Each offer contains an image, the manufacturer, the fineness, the weight and, where available, the certificate number. The information in the product description, not the image, is authoritative for the contract.
3. Small products and packaging bear a notice that they must be kept out of the reach of children under three years of age.
4. Upon physical delivery, each product bears the information on precious metal, mass and fineness.
5. If it becomes known that a delivered product does not have the warranted characteristics, Aurumbeam informs the affected customers immediately, takes back the product and refunds or replaces it. The matter is documented and notified to the competent authority where this is required.

The rules set out in section 5.6 additionally apply to advertising. Advertising measures are reviewed before publication for statements on returns, environmental statements, statements on supervision and tax statements.

11 Whistleblower protection

Directive (EU) 2019/1937 does not apply directly to Aurumbeam London Ltd as a company with its registered office outside the European Union. Aurumbeam nevertheless voluntarily operates an internal reporting channel and aligns it with the principles of that Directive (voluntary self-commitment). Statutory whistleblower protection provisions under the applicable law remain unaffected.

Reports may be made by employees, former employees, applicants, persons in training or on internships, freelancers, contractors, suppliers and their employees, as well as customers.

REPORTING CHANNEL	DETAILS
E-mail	meldestelle@aurumbeam.com, accessible only to the Internal Reporting Office and technically separated from the general mailboxes
Post	Aurumbeam London Ltd, Internal Reporting Office, 20 Wenlock Road, London N1 7GU, United Kingdom, marked “Confidential, personal for the Internal Reporting Office”
Personal meeting	on request, appointment within seven days of the request, on request with minutes for review and correction by the reporting person

Reports may be made by name or anonymously and are treated equally. Receipt is acknowledged within seven days, and feedback on follow-up measures is provided within three months of the acknowledgement of receipt. The identity of the reporting person and all information that allows conclusions to be drawn are treated confidentially. Detrimental measures on account of a report are prohibited; the protection extends to facilitators, relatives and colleagues. The route to the competent authorities is open irrespective of an internal report. The details are set out in section 17 of the Corporate Governance and Policies document.

12 Internal implementation

12.1 Responsibilities

FUNCTION	COMPLIANCE TASK
Director	Overall responsibility, decision in the event of sanctions matches and on suspended transactions, approval of exceptions
Customer service and processing staff	Manual pattern review when beaming, individual verification of larger incoming payments, referral of conspicuous transactions to the Director
Inventory and custody	Custody register, reconciliation with the holdings at the custodian, delivery orders
Data protection	Record of processing activities, data processing agreements, data subject requests, notification of personal data breaches
Accounting	Invoicing, retention, tax returns
Internal Reporting Office	Receipt and handling of reports under section 11
External money laundering reporting officer	from spring 2027 in accordance with section 4.5

12.2 Inventory audit

The holdings at the custodian in Vienna are counted every six months; once a year, an auditor confirms the reconciliation with the custody register. The auditing body is

independent of Aurumbeam and of the custodian.

12.3 Review of this document

This document and the underlying classifications are reviewed annually (annual legal review) and, where there is cause, upon every change in the law and every product change. Fixed dates for the next review are, in particular, the version of § 121a BAO applicable from 1 January 2027 (limit of EUR 15,000 when beaming), the appointment of the external money laundering reporting officer from spring 2027, the applicability of Directive (EU) 2024/825 from 27 September 2027, the applicability of Regulation (EU) 2024/1624 from 10 July 2027 and the applicability of Regulation (EU) 2024/3015 from 14 December 2027.

12.4 Documentation

Decisions on suspended transactions, results of the manual pattern review, sanctions matches and reports are recorded with the date, the person acting, the facts, the result and the measure taken. Changes to this document are recorded with the date and the reason.

12.5 Handling of breaches

1. Anyone who identifies a possible breach reports it without delay to the Director or via the reporting channel under section 11.
2. The Director stops the transaction concerned, secures the documents and has the cause and extent investigated.
3. Affected customers are informed insofar as their rights are affected and insofar as there is no restriction under section 4.3 No. 6. Any disadvantage incurred is compensated.
4. Authorities are informed insofar as there is an obligation to notify, report or provide information.
5. A remedial measure with a named responsible person and a deadline is specified and its implementation is followed up.
6. Intentional or repeated breaches by employees have consequences under employment law. Breaches by service providers lead to rectification within a set period and, in the case of serious or repeated breaches, to termination of the cooperation.

13 Contact for authorities and legal enquiries

MATTER	CONTACT
Requests for information from authorities, service of documents, supervisory enquiries	Aurumbeam London Ltd, 20 Wenlock Road, London N1 7GU, United Kingdom, support@aurumbeam.com, subject: Enquiry from authority

MATTER	CONTACT
Legal enquiries, complaints, cease-and-desist letters	support@aurumbeam.com, subject: Legal enquiry
Data protection and data subject rights	datenschutz@aurumbeam.com
Notice of illegal content	support@aurumbeam.com, subject: Notice of illegal content
Reports under section 11	meldestelle@aurumbeam.com
Withdrawal	widerruf@aurumbeam.com

The languages of correspondence are German and English. Enquiries from authorities are handled by the Director. Receipt is acknowledged; the reply is given within the period set by the enquiring body or, failing that, without delay. Documents are to be served at the registered office in London.

14 What Aurumbeam is not and does not do

To avoid false expectations, it is expressly recorded that:

1. Aurumbeam is **not a credit institution**. There is no account, no deposit, no interest and no claim against a deposit guarantee scheme.
2. Aurumbeam is **not a payment institution and not an e-money institution**. No payment accounts are maintained, no funds are accepted for forwarding to third parties and no electronic money is issued.
3. Aurumbeam is **not an investment firm**. No financial instruments are offered, brokered or held in custody. Physical gold is not a financial instrument within the meaning of Directive 2014/65/EU.
4. Aurumbeam is **not an investment fund and not a capital investment**. No capital is raised for collective investment; there is no investment policy, no fund units, no prospectus and no capital investment information sheet.
5. Aurumbeam issues **no crypto-assets, no asset-referenced token and no e-money token** and does not provide any crypto-asset service.
6. Aurumbeam does **not hold an authorisation from the Financial Conduct Authority** and is not subject to its supervision.
7. Aurumbeam provides **no investment advice, no investment brokerage and no portfolio management**. All information in the aurumbeam app and on aurumbeam.com is product information and not a recommendation to buy, hold or sell gold.
8. Aurumbeam makes **no promises of returns** and no statements about future price developments. The value of the gold holding may at any time fall below the

amount paid. There is a spread between the purchase price and the buy-back price. Physical gold does not generate any ongoing income.

9. Aurumbeam provides **no tax advice and no legal advice** and is not authorised to do so.
10. Aurumbeam accepts **no cash** and accepts **no crypto-assets** as a means of payment.
11. Aurumbeam is **not a refiner and not LBMA-certified**. Refiners are certified, not dealers.
12. Aurumbeam is **not an online marketplace and not a provider of hosting services**. No contracts between users and third parties are brokered and no user-generated content is stored for the public.
13. Aurumbeam claims **no supervision and no authorisation** that does not exist, and no statutory obligation to which it is not subject. Voluntarily applied measures are identified as such in this document.

Last updated: October 2026

aurumbeam

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Company Number 17528961

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LAST UPDATED: OCTOBER 2026