aurumbeam

LEGAL DOCUMENT

Supply Chain Policy

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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

This policy is issued by 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, Director Oliver Antunović. aurumbeam is the brand and the infrastructure of Aurumbeam London Ltd.

1 Purpose and scope

1.1 **Purpose.** This policy sets out the conditions under which Aurumbeam sources gold and other precious metals, which evidence is required, how risks in the supply chain are identified and addressed, and what happens if a supplier or a batch does not meet the requirements.

1.2 **Material scope.** This policy applies to

1. the sourcing of investment bars and investment coins of gold from refiners, mints, wholesalers and other commercial suppliers,
2. the sourcing of silver, platinum and palladium, insofar as Aurumbeam sources such metals,
3. the purchase of precious metals from private customers under section 9,
4. services relating directly to the goods, namely refining, minting, assaying, transport and custody.

1.3 **Personal scope.** This policy is binding on Aurumbeam London Ltd, its Director and its employees. In relation to suppliers, it is made contractually binding through the General Terms and Conditions of Purchase of Aurumbeam.

1.4 **Relationship to the terms and conditions of purchase.** The contractual obligations of suppliers are set out in the General Terms and Conditions of Purchase, in particular in sections 10 to 12 thereof. This policy describes the standard by which Aurumbeam selects, reviews and enforces those obligations. In the event of any conflict, the terms and conditions of purchase prevail insofar as they contain stricter requirements.

1.5 **Sourcing and custody.** Aurumbeam purchases the gold from Goldvorsorge Österreich, a precious metals dealer registered in Vienna. The gold is sourced from the stock of GVS Bullion Group and remains in Austria. It is held in custody exclusively in Vienna by SOOS GmbH (Goldvorsorge, GVS Bullion Group), Handelskai 94-96, Stiege 4, 5. OG, 1200 Vienna, Austria, Firmenbuch (Austrian commercial register) FN 371831k (Handelsgericht Wien). The gold trading is conducted in Vienna, while the transactions are processed through Aurumbeam London Ltd in London. Aurumbeam sources exclusively gold whose origin the supplier documents by means of the supplier declaration under section 11 and evidence for each batch under section 10.1. Aurumbeam provides information on the origin of the gold and on the refineries that produced it on the basis of this evidence.

1.6 **Relationship to the Custody Services document.** The details of custody are set out in the Custody Services document at aurumbeam.com/verwahrdienste. The requirements for the custodian set out there supplement this policy for the stage following receipt of goods.

2 Legal framework

This section distinguishes three categories: provisions that apply directly to Aurumbeam London Ltd or to its supply chain, provisions that do not apply to it by reason of their scope, and frameworks with which Aurumbeam voluntarily aligns itself. Aurumbeam does not present any voluntary self-commitment as a legal obligation.

2.1 Directly applicable law

FRAMEWORK	CONTENT AND SIGNIFICANCE FOR AURUMBEAM
Regulation (EU) 2024/3015 on prohibiting products made with forced labour on the Union market	In force since 13 December 2024, applicable from 14 December 2027. It applies to all economic operators without any size threshold and prohibits placing or making available on the Union market, or exporting, products made with forced labour. Aurumbeam is aligning the evidence procedures under section 10 with it ahead of its date of application.
Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine	Article 3o prohibits the purchase, import and transfer of gold originating in Russia, even where the gold has been processed in a third country. In addition, Regulation (EU) No 269/2014 and Regulation (EC) No 765/2006, as amended from time to time, apply. Decisive for the sourcing and custody of the gold in Austria.
Sanctions and Anti-Money Laundering Act 2018 and the sanctions regulations of the United Kingdom made under it	Obligation of Aurumbeam London Ltd to comply with the sanctions of the United Kingdom.
Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("MLR 2017") and Regulation (EU) 2024/1624	Aurumbeam does not accept cash payments. The conditions under which dealers in precious metals in the United Kingdom are obliged entities under the MLR 2017 (cash payments of EUR 10,000 or more) are not met. Payment is made exclusively by credit card; the anti-money laundering checks of the payment service provider apply in addition. Aurumbeam is aligning 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.
Criminal law provisions of the states concerned on the acquisition and use of property derived from criminal offences	Legal background to the grounds for refusal in section 9.
UK GDPR and Data Protection Act 2018; Regulation (EU) 2016/679 (General Data Protection Regulation) pursuant to Article 3(2) thereof	Standard for any processing of personal data under this policy, in particular for identification under section 9 and for the grievance mechanism under section 14. Article 10 GDPR limits the processing of data relating to criminal offences.

2.2 Frameworks that do not apply to Aurumbeam London Ltd

2.2.1 **German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG).** § 1(1) LkSG requires that an undertaking has its central administration, principal place of business, administrative seat or statutory seat in Germany, or maintains a branch in Germany under § 13d HGB, and that it as a rule employs at least the statutory number of employees in Germany. Since 1 January 2024, that number has been 1,000 employees. Aurumbeam London Ltd has neither a seat nor a branch in Germany and does not employ staff in Germany on that scale. **The LkSG does not apply to Aurumbeam London Ltd.** Aurumbeam does not assert any obligations under that Act and does not claim compliance with its requirements.

An indirect effect is conceivable if Aurumbeam were to become a direct supplier to an undertaking subject to the LkSG and that undertaking passed on due diligence requirements contractually. Aurumbeam supplies consumers. Should business with commercial customers in Germany be taken up, the resulting contractual requirements will be reviewed before the contract is concluded.

2.2.2 **Directive (EU) 2024/1760 on corporate sustainability due diligence (CSDDD).** The Directive was substantially amended by amending Directive (EU) 2026/470, published in the Official Journal of the European Union on 26 February 2026. Its scope now covers undertakings with more than 5,000 employees and a worldwide net turnover of more than EUR 1.5 billion, as well as third-country undertakings with a corresponding turnover in the Union. The previous thresholds of 1,000 employees and EUR 450 million turnover have been abolished. Member States must transpose the Directive by 26 July 2028, and the obligations apply from 26 July 2029. Among other things, the obligation to adopt a climate transition plan and the Union-wide civil liability regime have been deleted.

Aurumbeam London Ltd falls several orders of magnitude below these thresholds and will not fall within the scope of the obligations of the CSDDD even after transposition. The substantive requirements of the Directive, in particular the alignment with the risk-based approach of the OECD, are nevertheless used as guidance for the design of this policy.

2.2.3 **Regulation (EU) 2017/821 (Conflict Minerals Regulation).** The Regulation has applied directly since 1 January 2021. Under Articles 1 and 2, the obligations apply exclusively to **Union importers**, that is, persons declaring the minerals or metals listed in Annex I for release for free circulation, and only insofar as the volume thresholds of Annex I are exceeded. For gold of heading ex 7108, the threshold is 100 kilograms per calendar year and importer. Annex I is updated by delegated acts, most recently by Delegated Regulation (EU) 2020/1588.

The obligations under Articles 4 to 7 (management system, risk management, third-party audit, disclosure) therefore apply only to those importers. **For downstream trading levels, the Regulation does not contain binding obligations, but an encouragement to exercise voluntary due diligence.**

Aurumbeam sources gold from Goldvorsorge Österreich, a supplier based in Vienna, as Union goods which are already in free circulation in the European Union.

Aurumbeam therefore does not declare the goods for release for free circulation and is not a Union importer within the meaning of the Regulation. **Aurumbeam therefore does not claim to be subject to obligations under this Regulation.** The following rule applies internally on a binding basis: before any direct sourcing of precious metal from a third country, Aurumbeam examines whether it would thereby become a Union importer and whether the volume threshold of Annex I would be reached. The result of this examination is recorded in writing. If the threshold is reached, the obligations under Articles 4 to 7 are fully implemented before the sourcing takes place.

Aurumbeam also uses two further instruments of the Regulation as guidance, even without being subject to its obligations: the global list of responsible smelters and refiners maintained by the European Commission under Article 9, and the indicative, non-exhaustive list of conflict-affected and high-risk areas, which is drawn up and updated by external experts on the basis of Article 14 of the Regulation.

2.3 Voluntarily applied frameworks

The following frameworks are not laws. Aurumbeam voluntarily aligns itself with them and makes the requirements derived from them contractually binding on suppliers through the terms and conditions of purchase.

FRAMEWORK	VERSION	APPLICATION BY AURUMBEAM
OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas	Third Edition 2016, including the Supplement on Gold and Annex II (Model Supply Chain Policy)	Voluntary alignment of due diligence with the five-step framework under section 5. Annex II is the substantive standard for the principles in section 3.
LBMA Responsible Gold Guidance	Version 9, November 2021	Guidance in assessing the supplier's evidence of origin and refinery. Whether the gold sourced originates from refiners included in the LBMA Good Delivery List for Gold is stated only insofar as this is evidenced (section 1.5).
Responsible Jewellery Council, Code of Practices 2024 and Chain of Custody Standard 2024	2024 versions	Supplementary assessment standard for suppliers from jewellery and minting processing and for recycled material. Certification under these standards is taken into account positively in supplier assessment.
UN Guiding Principles on Business and Human Rights and the ILO core labour standards	version in force from time to time	Standard for section 15.

Clarification regarding the LBMA. The LBMA accredits and audits refiners, not dealers. Aurumbeam itself is neither an accredited refiner nor certified under the Responsible Gold Guidance and does not use any such designation. Aurumbeam does not describe either itself or the gold sourced as LBMA-certified in general terms. Information on the refinery and on the Good Delivery status of individual bars is provided only insofar as it is evidenced by the supplier's documentation.

Clarification regarding environmental claims. Aurumbeam does not use general environmental claims such as sustainable, climate-neutral or environmentally friendly for its gold. Instead, section 16 describes specific requirements and the evidence for them.

3 Principles

3.1 **No contribution to conflict.** Aurumbeam does not source any gold whose extraction, transport, trade or processing finances, supports or benefits armed groups or security forces.

3.2 **No serious human rights abuses.** Aurumbeam does not tolerate in its supply chain any torture, any cruel or degrading treatment, any forced labour, any worst forms of child labour, any widespread sexual violence, any war crimes or any other serious violations of international humanitarian law.

3.3 **Verifiable origin.** Aurumbeam requires the supplier to provide evidence enabling each batch of precious metal to be traced back to the refiner or mint and from there to the input material used. Material without evidenced origin is not acquired.

3.4 **Risk-based approach.** The depth of the review depends on the risk. A supplier in a low-risk environment is reviewed differently from a batch connected with a conflict-affected or high-risk area. The standard is laid down in section 6.

3.5 **Priority of engagement over disengagement.** If a risk is identified that does not fall within the list in section 13.4, Aurumbeam first pursues the mitigation of the risk with the supplier and terminates the relationship only if mitigation fails. Immediate termination without an attempt at mitigation is limited to the cases in section 13.4.

3.6 **Documentation.** Every decision under this policy is reasoned in writing and retained together with the underlying documents. Oral approval is ineffective.

3.7 **Responsibility.** The Director decides in writing on the approval of a supplier under section 4.4.

4 Requirements for suppliers

4.1 **Permitted types of supplier.** Aurumbeam sources gold exclusively from

1. refiners included in the LBMA Good Delivery List for Gold,
2. state mints or mints commissioned by the state,

3. wholesalers which themselves source exclusively from sources under number 1 or 2 and evidence this for each batch,
4. private customers in the context of a purchase under section 9.

Sourcing outside these four groups is permitted only following written approval by the Director in the individual case, which requires an in-depth review under section 6.4. Aurumbeam sources gold exclusively from Goldvorsorge Österreich in accordance with section 1.5.

4.2 **Minimum requirements for every commercial supplier.**

REQUIREMENT	EVIDENCE
Lawful existence and representation	current register extract, not older than twelve months
Disclosure of beneficial owners	extract from a register of beneficial owners or equivalent declaration with supporting documents
Required trade and precious metals licences	evidence of authorisation to trade in precious metals under the law of the state of incorporation
Own supply chain due diligence system	written description of the management system in accordance with the OECD five-step framework and designation of the responsible person
Freedom from sanctions	declaration under section 6.3 and result of the sanctions list screening by Aurumbeam
Acknowledgement of this policy	signed supplier declaration under section 11
Passing on to upstream suppliers	contractual obligation of its own upstream suppliers to substantively equivalent requirements
Grievance mechanism	evidence of its own reporting channel or acknowledgement of the channel under section 14 for its own employees

4.3 **Additional requirements for refiners and mints.** Evidence of the annual independent audit under the LBMA Responsible Gold Guidance or under an equivalent programme recognised by Aurumbeam, in each case stating the audit period, the auditor and the result. The evidence must be submitted annually without request.

4.4 **Approval procedure.** A supplier is approved only after review of the documents under section 4.2. Approval is given in writing and dated. No order is placed without approval.

4.5 **Event-driven reassessment.** A supplier is reassessed in the event of a change of beneficial owners or management, the addition of a new source, investigations by authorities against the supplier, a complaint under section 14, inclusion on a sanctions list and the loss of a required licence.

5 OECD fivestep framework, applied to gold

Aurumbeam voluntarily aligns its due diligence with the five-step framework of the OECD Due Diligence Guidance, Third Edition 2016, including the Supplement on Gold. The following paragraphs describe what each step means in Aurumbeam's business.

5.1 Step 1: Establishing a strong management system

- This policy is the supply chain policy within the meaning of Annex II of the OECD Guidance. It is publicly available at aurumbeam.com/lieferketten-richtlinie.
- The Director is responsible for the supply chain. He decides on approvals under section 4.4, maintains the risk register under section 6.2 and handles reports under section 14, or delegates these tasks to staff in writing.
- A traceability system is maintained in which, for each incoming batch, the supplier, refiner or mint, bar or batch number, fineness, mass, origin of the input material, certificate numbers and date of receipt of goods are recorded. The link to the custody register is made via the batch number.
- The documents under section 10 are retained for ten years.
- The reporting channel under section 14 is open to employees, suppliers and third parties.

5.2 Step 2: Identifying and assessing risks in the supply chain

- Before any supply relationship is entered into, the supplier is reviewed under section 4.2 and assigned to a risk class under section 6.
- For each incoming batch, the supplier's evidence is used to check which refiner processed the metal, whether that refiner is included in the LBMA Good Delivery List for Gold, which input material was used and whether there is a connection with a conflict-affected or high-risk area under section 7.
- For recycled material, the checks under section 8 apply in addition; for purchases from private individuals, the checks under section 9 apply.
- The results are recorded in the risk register under section 6.2.

5.3 Step 3: Strategy for responding to identified risks

- The Director decides on the outcome of the assessment: continuation without conditions, continuation subject to measurable conditions with deadlines, suspension of sourcing or termination of the relationship.
- In the case of continuation subject to conditions, a mitigation plan is agreed with named measures, responsible persons, deadlines and metrics. Implementation is reviewed on expiry of the agreed deadlines.
- While a mitigation plan is being implemented, no new batches are accepted from the source concerned, provided that the risk concerns the goods

themselves.

- The cases in section 13.4 lead to immediate termination without a mitigation phase.

5.4 Step 4: Independent thirdparty audit

- Aurumbeam requires refiners and mints to provide evidence of the annual independent audit under section 4.3, via the supplier or directly, and reviews its existence, currency and findings.
- Aurumbeam may carry out its own reviews under section 12, including on site in the case of increased risk.

5.5 Step 5: Annual public reporting

Aurumbeam publishes this policy in its current version at aurumbeam.com/ lieferketten-richtlinie (section 18.4).

6 Risk assessment and country risks

6.1 **Assessment factors.** Each supplier and each source is assessed on the basis of the following factors:

1. country of origin of the input material and transit countries,
2. proximity of the area of origin or transit to a conflict-affected or high-risk area under section 7,
3. type of extraction, in particular industrial mining, artisanal and small-scale mining or recycling,
4. number and transparency of the intermediate stages between extraction and delivery,
5. result of the sanctions list screening under section 6.3,
6. membership of the processing refiner in a recognised responsible sourcing programme,
7. existence and result of independent audits,
8. publicly available reports of human rights, environmental or corruption incidents connected with the source,
9. reliability and completeness of the evidence supplied to date.

6.2 **Risk classes.** The result is recorded in a risk register which contains at least the supplier, source, risk class, date of assessment, main reasons and measures taken.

CLASS	CHARACTERISTICS	CONSEQUENCE
Low	Sourcing from a refiner on the LBMA Good Delivery List for Gold or from a state mint, seat in the European Economic Area, current independent audit without material findings, no connection with a conflict-affected or high-risk area	Standard review under section 4.2
Increased	at least one of the following characteristics: more than one intermediate stage between refiner and Aurumbeam, share of artisanal or small-scale mining in the input material, seat or sourcing outside the European Economic Area, findings in the last audit, incomplete evidence	in-depth review under section 6.4, batch-related evidence of origin
High	connection with a conflict-affected or high-risk area under section 7, link to a sanctioned person or entity, specific indications of circumstances under section 3.2, refusal to provide information	Suspension of sourcing pending clarification, decision by the Director, in the case of section 13.4 termination

6.3 **Sanctions and embargo screening.** Before approval, the supplier, the members of its governing bodies, its beneficial owners, the designated refiner and the transport service providers used are screened against the sanctions lists of the European Union and the United Kingdom. The screening is repeated before each order is placed with the supplier. Gold originating in Russia is not acquired, not even after processing in a third country. The result of each screening is documented with the date.

6.4 **In-depth review.** In the case of increased risk, the following are additionally required: the complete chain of upstream suppliers up to the refiner, details of the mines or collection points of the input material, the transport routes including transshipment points, the payment routes and the supplier's declaration on payments to state and non-state security actors along the chain.

6.5 **No list of countries in this policy.** Aurumbeam does not maintain its own list of countries in this policy. The decisive sources are the current external sources, in particular the indicative, non-exhaustive list of conflict-affected and high-risk areas under Regulation (EU) 2017/821, the sanctions lists under section 6.3 and the lists of the Financial Action Task Force of jurisdictions with strategic deficiencies in combating money laundering and terrorist financing. The use of external, continuously updated sources prevents a list of countries printed in the document from becoming outdated.

7 Dealing with conflictaffected and highrisk areas

7.1 **Definition.** Under the OECD Guidance, conflict-affected and high-risk areas are areas characterised by armed conflict, widespread violence, the collapse of civil infrastructure or other risks of serious harm to people. They also include areas with unstable or absent governmental authority, with systematic violations of international law or with widespread corruption in the extractive sector. The classification follows the substance and not merely a national border.

7.2 **Basic rule.** Sourcing from a conflict-affected or high-risk area is not excluded as a general matter. A blanket withdrawal would remove legal sources of income in such areas and strengthen informal trade. However, sourcing is permitted only if the conditions under section 7.3 are met cumulatively. Without these conditions, no sourcing takes place.

7.3 **Conditions for permitted sourcing.**

1. The processing refiner is subject to an annual independent audit under the LBMA Responsible Gold Guidance or an equivalent programme recognised by Aurumbeam, and the audit expressly covers the sourcing concerned.
2. The chain from extraction to the refiner is documented without gaps and is traceable for Aurumbeam.
3. There is a documented assessment that no payments, benefits in kind or other advantages have flowed to armed groups or to security forces acting outside their lawful mandate.
4. There are no indications of circumstances under section 3.2.
5. The Director has approved the sourcing in writing.

7.4 **Immediate exclusion.** If at any time there are reasonable grounds to believe that a batch directly or indirectly contributes to the financing of armed groups or is connected with circumstances under section 3.2, the batch is not accepted or, if already accepted, is held separately and not sold until the matter has been clarified. The matter is documented and, insofar as required by law, reported to the competent authorities.

7.5 **No circumvention via intermediate stages.** Processing in a third country, remelting or resale through an intermediary does not change the assessment. The origin of the input material is decisive, not the last place of processing.

8 Recycled gold and its particular risks

8.1 **Definition.** Recycled gold is gold recovered from end-consumer products, from manufacturing residues, from investment products and from industrial and electronic returns. Newly mined material that has merely been remelted does not qualify as recycled gold.

8.2 **The core risk.** In practice, recycled gold is often regarded as unproblematic because it does not originate from mining. That is incorrect. Recycling is the most important route by which gold from conflict areas, from theft or from criminal offences enters the legal chain for money laundering purposes, because remelting eliminates physical traceability. After remelting, the origin can no longer be reliably determined by analysis. The review must therefore take place at the level of documents and the plausibility of origin, not at the level of the material.

8.3 **Specific risks.**

RISK	DESCRIPTION
False declaration	newly mined gold from a high-risk area is declared as recycled material in order to circumvent the origin check
Stolen goods	stolen jewellery, stolen bars or stolen coins enter the chain as scrap gold
Money laundering	cash is converted into precious metal which is sold again shortly afterwards in order to feign a legal origin of the proceeds
Lack of collection point documentation	collection points do not record the persons delivering material, or record them only incompletely, so that the chain breaks at this point
Commingling	recycled material of different origins is mixed before refining, so that batch-related attribution is no longer possible

8.4 **Requirements for recycled material.** Anyone supplying Aurumbeam with recycled gold or goods made from it must provide evidence of:

1. the type of input material according to the categories in section 8.1,
2. the procedure by which the persons delivering material are identified and recorded at the collection point,
3. the thresholds and procedures above which the supplier itself carries out an in-depth review of origin,
4. the procedure by which the supplier identifies and deals with conspicuous quantities, repeated deliveries by the same person and deliveries without plausible origin,
5. the separation of recycled material from newly mined material in its own accounts,
6. the fact that the recycled material does not originate from areas for which no effective risk management has been demonstrated.

8.5 **No presumption of trust.** Designating a material as recycled material does not result in a lower depth of review. It results in a different review, namely a review of the supplier's collection and recording procedures instead of a review of mine origin.

9 Purchase of precious metals from private individuals

9.1 **Why this section stands on its own.** Where Aurumbeam purchases precious metal from a private individual, there is no supplier audit, no batch chain and no refiner's certificate on which to rely. The origin cannot be evidenced by reviewing an undertaking. The review of the supplier is therefore replaced by the identification of the person, their declaration of origin, the examination of the goods themselves and the review of the plausibility of the transaction. The procedural steps of the pur-

chase are set out in the document Purchase of Precious Metals, and the contractual provisions in the Terms and Conditions for the Purchase of Precious Metals.

9.2 **Identification.** Before the purchase, the selling person is identified. First name, surname, date of birth and the type and number of a photo identity document are recorded and noted in the accounting record. Identification takes place without any amount threshold and independently of anti-money laundering law. Aurumbeam carries out the identification 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 the verification has been completed, at the latest 30 days thereafter; the verification result and the verified master data remain stored.

9.3 **Minors.** Aurumbeam does not purchase from minors. Age is checked during identification.

9.4 **Payment method.** The purchase price is paid out exclusively by bank transfer to a bank account in the name of the selling person. Payments to third parties and cash payouts are excluded. Cash thresholds are therefore not engaged from the outset.

9.5 **Declaration of origin.** The selling person declares in writing or in text form:

1. that they are the owner of the goods and are free to dispose of them,
2. that the goods are free from third-party rights, in particular not pledged, transferred by way of security or seized,
3. that the goods do not derive from a criminal offence and are not the subject of proceedings by an authority,
4. where the goods come from, at least according to the categories own purchase from a dealer, inheritance, gift, dissolution of a household or other origin with a short description,
5. since when they have been in their possession, at least by time span,
6. whether proof of purchase exists and whether it can be produced.

The declaration forms part of the purchase documentation. A knowingly incorrect declaration entitles Aurumbeam to rescind the contract and to unwind the transaction.

9.6 **Review for indications of unlawful origin.** The review covers in particular:

CHECK	PROCEDURE
Markings	Have serial numbers, manufacturer's, fineness or mint marks been removed, ground off, overstamped or made illegible?
Condition	Do the goods show traces of forced opening, separation from settings or removal of engravings?
Composition of the delivery	Does the delivery comprise a composition atypical for a private individual, for example a large number of identical new items, commercial packaging units or recognisably third-party personalisations?
Plausibility	Do the quantity and value match the stated origin and the business relationship to date?

CHECK	PROCEDURE
Behaviour	Is identification refused or delayed, is there pressure for payment to third parties, are details changed in the course of the transaction?
Repetition	Are similar deliveries made repeatedly, the total of which does not match the stated origin?
Documents	Is announced proof of purchase not produced without a comprehensible reason?

9.7 **Screening against search and loss data.** Aurumbeam screens individually identifiable goods, in particular bars with a serial number and marked or engraved items, against the sources lawfully accessible to it. These include publicly accessible search and loss notices of law enforcement authorities, loss and theft reports received by Aurumbeam from customers, insurers or authorities, and an internally maintained block list of transactions that have already been refused or reported.

Aurumbeam has no access to police search databases and does not claim any such access. Screening takes place only insofar as the data source is lawfully accessible. No systematic assessment of customers on the basis of data relating to criminal offences takes place; Article 10 of Regulation (EU) 2016/679 sets limits on this. The individual case is reviewed where there are specific indications. The internal block list is limited to what is necessary to achieve its purpose; each entry is reasoned and reviewed for continued necessity after five years at the latest. Requests for access and erasure in this regard are handled via datenschutz@aurumbeam.com.

9.8 **Grounds for refusal.** Aurumbeam refuses the purchase in the event of

1. refused identification or identification that cannot be completed,
2. a missing, incomplete or evidently incorrect declaration of origin,
3. markings that have been removed, altered or made illegible,
4. a match with a loss or theft report,
5. specific indications of origin from a criminal offence,
6. the selling person being a minor,
7. a sanctions connection of the selling person or of the goods,
8. a demand for cash payment or for payment to a third party,
9. evident counterfeiting of the goods,
10. goods whose origin from a conflict-affected or high-risk area is likely and cannot be clarified.

9.9 **Procedure in the event of suspicion.** If there are specific indications of origin from a criminal offence, no purchase takes place. The transaction is documented with all findings. Aurumbeam files a criminal complaint or informs the competent authority insofar as this is required by law or necessary for clarification, and releases goods already received only after clarification, unless a legal order prevents this. In certain cases, Aurumbeam may not give the person concerned any details, for example where an order of an authority or a court prohibits this.

9.10 **Return of refused goods.** If the purchase is refused on a ground under section 9.8 numbers 1, 2, 6 or 8, the goods are returned to the selling person free of charge and insured. In the cases of numbers 3, 4, 5, 7 and 10, the goods are returned only insofar as this is legally permissible and does not prejudice the clarification under section 9.9. In the case of number 9, the following applies: evidently counterfeit goods, including imitations of legal tender, are not returned. They are documented and handed over to the competent authority at the place of examination. The place of examination is the receiving office named in the purchase confirmation. The sender is informed of the handover and receives proof of the handover. The sender may contest the classification as counterfeit before the competent authority. Items that are not evidently counterfeit but merely do not correspond to the stated fineness are returned with the assay note. The same rule applies under the Terms and Conditions for the Purchase of Precious Metals.

10 Evidence and documentation

10.1 **Evidence for each incoming batch from commercial supply.**

EVIDENCE	CONTENT
Producer details	Name and seat of the refiner or mint and its membership of a recognised responsible sourcing programme
Declaration of origin	Country of origin of the input material or, in the case of recycled material, type and origin of the input material under section 8.4
Batch allocation	Bar or batch number with link to the weighing and assay record
Evidence of quality	Manufacturer’s certificate of the refiner or mint or assay report of a recognised assay office
Fineness and mass	Standard fineness of at least 999 and mass in grams
Conflict-free declaration	Confirmation that the material does not serve to finance armed groups and does not originate from areas for which no effective risk management has been demonstrated
Sanctions evidence	Declaration under section 6.3, dated
Audit evidence	For refiners and mints, the evidence under section 4.3

Aurumbeam sources exclusively gold for which the supplier provides this evidence for each batch and whose origin the supplier confirms by means of the supplier declaration under section 11. This also applies to the gold sourced from the stock of GVS Bullion Group.

10.2 **Evidence for purchases from private individuals.** Identification data under section 9.2, declaration of origin under section 9.5, result of the review under section 9.6, result of the screening under section 9.7, receipt and examination record with

weight, dimensions and fineness, photographic documentation of the condition on receipt, and the binding offer and its acceptance or rejection.

10.3 **Time limits for submission.** Requested evidence must be submitted by the supplier within ten working days. If the time limit is exceeded without good reason, no further orders are placed until the evidence has been provided.

10.4 **Retention.** All documents under this section are retained for ten years. The period begins at the end of the calendar year in which the transaction was completed. Personal data are erased on expiry of the retention period, unless another legal basis requires further storage.

10.5 **Language and form.** Evidence is accepted in German or English. Electronic evidence is permitted if its author and integrity can be established.

11 Supplier declaration

11.1 **Obligation to submit.** Every commercial supplier submits a supplier declaration before the first delivery and confirms it again annually. No order is placed without a valid declaration.

11.2 **Content.** By means of the supplier declaration, the supplier confirms:

1. that it is familiar with this Supply Chain Policy and applies it to all deliveries to Aurumbeam,
2. that it maintains a management system for supply chain due diligence in accordance with the OECD five-step framework and designates the person responsible for it,
3. that the gold supplied does not serve to finance armed groups or security forces acting outside their lawful mandate,
4. that it does not supply any material obtained through child labour, forced labour or in disregard of the ILO core labour standards,
5. that it does not supply any gold originating in Russia and that neither it nor the members of its governing bodies, beneficial owners, upstream suppliers and transport service providers are sanctioned or under the control of a sanctioned person,
6. that the origin of each delivery can be traced back to the refiner or mint and from there to the input material used,
7. that, in the case of recycled material, it meets the requirements of section 8.4,
8. that it obliges its own upstream suppliers to substantively equivalent requirements,
9. that it submits the evidence under section 10 to Aurumbeam completely and on time,
10. that it tolerates and cooperates in reviews under section 12,

11. that it informs Aurumbeam without undue delay of investigations by authorities, the withdrawal of licences, audit findings, changes of beneficial owners and any information that calls into question any of the foregoing confirmations,
12. that its employees and the employees of its upstream suppliers may use the reporting channel under section 14 and that it informs them of this.

11.3 **Form and availability.** The declaration is made in text form and signed by a person authorised to represent the supplier. The form is provided via lieferkette@aurumbeam.com.

11.4 **Effect.** The supplier declaration supplements the General Terms and Conditions of Purchase. An incorrect declaration constitutes a material breach of contract.

12 Reviews and audits

12.1 **Document review.** Each incoming batch is reviewed for completeness and consistency of the evidence under section 10.1 before it is taken into stock and allocated in the custody register. Missing evidence results in the batch being held back.

12.2 **Manual review of conspicuous batches.** If an incoming batch shows irregularities, in particular deviating or incomplete information, or originates from a supplier in the increased or high risk class, staff review it manually: the batch number is checked against the refiner's information, the chain of origin is traced back to the input material and the result is documented. The batch is not taken into stock until the review has been completed.

12.3 **Supplier audits.** Aurumbeam may review compliance with this policy at the supplier's premises or have it reviewed by a third party bound by confidentiality. The notice period is ten working days. In the event of a specific suspicion of circumstances under section 3.1 or 3.2, the notice period does not apply. The supplier grants access to the documents relevant to the deliveries to Aurumbeam and to the business premises concerned.

12.4 **Use of third-party audits.** If a current independent audit under a recognised programme exists for a supplier, Aurumbeam may dispense with its own review insofar as the audit covers the subject matter of the review. The decision to dispense with a review is reasoned and documented. An audit is considered current if the audit period ended no more than eighteen months ago.

12.5 **Findings.** Each finding is recorded with the measure, the responsible person and the deadline, and is tracked until it has been resolved.

13 Dealing with breaches and escalation

13.1 **Initial assessment.** If a possible breach becomes known, the Director or the person appointed by him reviews the facts within ten working days and assigns them to one of the three levels under section 13.2.

13.2 **Levels.**

LEVEL	EXAMPLES	MEASURE
Minor	late submission of evidence, formal defects in a certificate, incomplete self-disclosure	written request with a deadline of ten working days, follow-up, note in the risk register
Significant	repeated failure to meet deadlines, incomplete chain of origin, audit findings without connection to section 3.1 or 3.2, failure to notify under section 11.2 number 11	mitigation plan under section 5.3 with deadlines and metrics, suspension of new orders until implementation, reassessment of the risk class
Serious	cases under section 13.4	immediate termination under section 13.4

13.3 **Escalation.** The Director decides on breaches classified as significant. If a mitigation plan is not implemented within the agreed deadline, the Director decides on the suspension or termination of the business relationship.

13.4 **Immediate termination without a mitigation phase.** The business relationship is terminated without a prior attempt at mitigation in the event of

1. indications of a contribution to the financing of armed groups or of security forces acting outside their lawful mandate,
2. indications of circumstances under section 3.2,
3. forced labour or the worst forms of child labour within the supplier’s area of responsibility,
4. a breach of sanctions or embargo provisions,
5. the supply of gold originating in Russia,
6. intentionally incorrect information on origin or falsification of evidence,
7. refusal of a review under section 12.3,
8. loss of a licence required for the activity.

13.5 **Treatment of affected goods.** Goods from a transaction under section 13.4 are not released for sale. They are recorded and held separately until a decision has been taken on them. The decision takes into account the interests of potential injured parties and orders of authorities.

13.6 **Effect on customers.** The rights of customers arising from purchase, custody, buyback and delivery remain unaffected by measures under this section. Gold allocated to a customer in the custody register is in that customer’s ownership or co-ownership and does not form part of the assets of Aurumbeam; details are set out in the Custody Services document at aurumbeam.com/verwahrdienste.

13.7 **Resumption.** A terminated business relationship may be resumed only if the supplier has eliminated the cause, this has been confirmed by an independent body and the Director approves the resumption in writing.

14 Grievance mechanism

14.1 **Who may report.** Any person may report, irrespective of whether they have a contractual or employment relationship with Aurumbeam. This expressly includes employees of Aurumbeam, employees of suppliers and of their upstream suppliers, customers, persons and communities affected by activities in the supply chain, representatives of trade unions and non-governmental organisations, authorities and other third parties.

14.2 **What may be reported.** Any circumstance that indicates a breach of this policy or a risk in the supply chain, in particular indications of conflict financing, forced or child labour, human rights abuses, unsafe working conditions, environmental damage, corruption, money laundering, sanctions breaches, falsified evidence of origin and stolen goods in purchases.

14.3 **Reporting channels.**

CHANNEL	DETAILS
Email	lieferkette@aurumbeam.com
Post	Aurumbeam London Ltd, reference Lieferkette (Supply Chain), 20 Wenlock Road, London N1 7GU, United Kingdom
Alternative channel	support@aurumbeam.com, if one of the above channels is not available

Postal items bearing the reference Lieferkette are forwarded unopened to the person entrusted with handling them.

14.4 **Languages.** Reports are accepted in **German and English** and answered in the same language. Reports in another language are accepted and translated; in that case, the processing periods under section 14.6 begin when the translation is available, but at the latest fourteen calendar days after receipt.

14.5 **Anonymous reports.** Anonymous reports are expressly permitted and are reviewed on their merits in exactly the same way as reports with the sender's details. In the case of an anonymous report, Aurumbeam cannot issue an acknowledgement of receipt or feedback and cannot ask follow-up questions; in practice, this limits the possibilities for clarification. Anyone wishing to remain anonymous but to be reachable may provide an anonymous email address through which follow-up questions and feedback can be exchanged.

14.6 Time limits and feedback.

STEP	TIME LIMIT
Acknowledgement of receipt	within 7 calendar days of receipt, provided that a return channel has been provided
Initial assessment of whether the report falls within scope, and communication of that assessment	within 14 calendar days of receipt
Interim update during an ongoing review	at least every 4 weeks
Final feedback on the outcome and the measures taken or planned	within 3 months of the acknowledgement of receipt; if the review cannot be completed within that time, the status is communicated and a new deadline of no more than a further 3 months is stated
Complaint by a customer about an order	the response period of 14 days under the General Terms and Conditions remains unaffected and takes precedence over the time limit under this section

14.7 **Confidentiality.** The identity of the reporting person is treated confidentially and disclosed only to the persons involved in handling the report. Disclosure to the supplier concerned takes place only with the express consent of the reporting person. Disclosure to authorities takes place only insofar as there is a legal obligation to do so; in that case, the reporting person is informed in advance, provided that this is permissible and does not jeopardise the clarification.

14.8 **Protection against detriment.** Aurumbeam does not subject anyone to detriment because of a report made in good faith. This applies to employees, to job applicants and to business partners. Aurumbeam requires suppliers to ensure the same protection for their employees. A dismissal, a formal warning, a termination of contract or any other detriment in response to a report constitutes a breach of this policy. In this regard, Aurumbeam is guided by the protection standards of Directive (EU) 2019/1937 on the protection of persons who report breaches of Union law, without claiming to reach its thresholds for mandatory internal reporting channels. For workers in the United Kingdom, protection under the Public Interest Disclosure Act 1998 is decisive.

14.9 **Misuse.** Knowingly false reports do not contribute to clarification. They may have consequences under employment, contract and civil law. A report that proves to be unfounded after review is not a false report.

14.10 **Data protection.** Personal data from reports are processed exclusively for the purpose of review and handling and are erased at the latest three years after the conclusion of the matter, unless a longer statutory retention period applies. Information about the processing is provided by datenschutz@aurumbeam.com.

14.11 **Relationship to other channels.** The reporting channel under this section does not replace proceedings before authorities or courts and does not suspend any time limits. Customers address complaints about orders, deliveries and contracts to support@aurumbeam.com; details are set out in the legal notice and in the documents relating to the order.

15 Human rights and working conditions

15.1 **Standard.** The standard is formed by the UN Guiding Principles on Business and Human Rights, the ILO core labour standards and Annex II of the OECD Due Diligence Guidance.

15.2 **Prohibited practices.** The following are excluded from Aurumbeam's supply chain: forced labour and debt bondage, all forms of slavery and human trafficking, the worst forms of child labour, employment below the minimum age applicable locally, discrimination on grounds of sex, origin, religion, belief, disability, age or sexual orientation, corporal punishment, retention of identity documents, withholding of wages as a means of tying workers, and retaliation against employees who report grievances.

15.3 **Positive requirements.** Suppliers are required to: pay at least the statutory or collectively agreed minimum wage, comply with the permitted maximum working hours, allow freedom of association and collective bargaining within the framework of applicable law, provide written employment contracts in a language understandable to employees, provide personal protective equipment free of charge and give instruction in the handling of chemicals and machinery.

15.4 **Particular attention to security forces.** Where private or public security forces are deployed at sites in the supply chain, Aurumbeam requires the supplier to set out on what basis they are deployed and remunerated and how it is ensured that they are not involved in controlling mine sites, transport routes or trading points.

15.5 **Where persons are affected.** If Aurumbeam establishes that a person has been harmed by an activity in its own supply chain, Aurumbeam works, within the limits of its possibilities, towards remediation by the party that caused the harm and uses its contractual leverage for this purpose. Aurumbeam does not assume responsibility for acts of third parties that it has neither caused nor instigated.

16 Environment

16.1 **Requirements for suppliers.** Suppliers comply with the environmental regulations applicable at the respective site, hold the necessary permits and provide evidence of them on request.

16.2 **Mercury and cyanide.** Aurumbeam does not source any gold from artisanal or small-scale mining in which mercury is used without documented risk management. Suppliers connected with such material are required to set out the procedure by which the use and disposal of mercury and cyanide are controlled. The point of reference is the Minamata Convention on Mercury.

16.3 **Tailings and water bodies.** In the case of sourcing from industrial mining, Aurumbeam requires an explanation of how tailings facilities are monitored and how discharges into water bodies are controlled.

16.4 **Transport and packaging.** Shipments are consolidated where this is possible without increasing the security risk. Packaging is reused or sent for recycling, insofar as the security requirements of shipping do not prevent this.

16.5 **No general environmental claims.** Aurumbeam does not advertise its gold with general environmental claims. Statements on environmental characteristics are made only insofar as they relate to a specific, verifiable characteristic and are substantiated.

17 Training

17.1 **Induction.** Employees involved in purchasing, receipt of goods, purchases from private customers, customer service or compliance receive this policy before taking up their duties.

18 Review of this policy

18.1 **Regular review.** This policy is reviewed for currency, completeness and effectiveness as part of the annual legal review under the Corporate Governance and Policies document.

18.2 **Event-driven review.** Irrespective of the annual cycle, the policy is reviewed and, where necessary, amended in the event of

1. changes to the legal provisions referred to in section 2, in particular on the date of application of Regulation (EU) 2024/3015 on 14 December 2027, on the date of application of Regulation (EU) 2024/1624 on 10 July 2027 and on the transposition of Directive (EU) 2024/1760 as amended by Directive (EU) 2026/470,
2. new versions of the voluntary frameworks referred to in section 2.3,
3. the commencement of direct sourcing from a third country,
4. the commencement of business with commercial customers,
5. an incident under section 13.4,
6. material changes in the sanctions situation relating to precious metals.

18.3 **Responsibility.** The Director is responsible for the review. He also resolves on amendments.

18.4 **Version.** The current version is available at aurumbeam.com/lieferketten-richtlinie. Earlier versions are archived internally with their period of validity and made available on request to lieferkette@aurumbeam.com.

18.5 **Questions about this policy.** lieferkette@aurumbeam.com

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