



Third Party & Supply Chain Policy

V.1

04/10/2024

APPROVALS AND REVISION HISTORY

The Company has approved this Third-Party & Supply Chain Policy and will periodically review and update, as necessary.

Effective Date	Version	Changes Made	Signatures
4 Oct 2024	1.0	Creation of Third Party & Supply Chain Policy	Laurent Mathiot, CEO Maxime Piccot, Head of Compliance

LM
box SIGN 492d2776-4LPP8ZJQ

MP
box SIGN 426JW827-4LPP8ZJQ

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I. INTRODUCTION

OCIM is a privately held group of companies headquartered in Paris and is owned and funded by the Mathiot family. The family's initial interests in real estate have since diversified into a series of other activities, including but not limited to precious and strategic metals financing and trading through OCIM.

OCIM Finance ('OCIM' or 'the Company') functions as the group holding company; OCIM Metals & Mining SA ('OMM') and Electrum SA ('Electrum') are two of the main group subsidiaries. OMM is a metals merchant and financier focused on gold, silver, and platinum metals with a presence in Paris and Geneva, while Electrum provides a proprietary trading capability to support the group activities, primarily for hedging and risk management purposes, with teams in Paris and Geneva.

II. SCOPE OF POLICY

This Third Party & Supply Chain Policy (this "Policy") applies to directors, officers, and employees of OCIM and reflects the standard to which the Company expects its business associates, partners, agents, contractors, technical and other consultants, agents, or any other person associated with or acting on behalf of the Company (collectively referred to as "Representatives" or "Third Party Partners" in this policy) to adhere to. OCIM applies this Policy consistently and without discrimination to all Representatives, and in compliance with all applicable policies, employment and labour laws and regulations.

OCIM operates internationally, which means we are subject to the laws and regulations of the geographies where we do business. This includes the responsibility to know and follow the laws and regulations in every location OCIM conducts business. While compliance with laws and regulations is mandatory, it also shows our commitment to acting as a responsible corporate citizen, as well as demonstrating that we care about and respect our stakeholders regardless of their geography. To the extent any local law or regulation is more restrictive than this Policy, local law or regulation governs. Our Company policies, standards, and procedures complement the principles embodied in this Policy. Non-compliance with laws and regulations may result in civil, criminal fines and penalties, imprisonment, and other adverse employment actions.

If you have questions about which legal standard to follow, contact the Head of Risk so that proper legal guidance may be obtained before you take any action. Please ask questions if you are unsure.

III. DEFINITIONS

"Legal agreements" or "contracts" refers to any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by OCIM (e.g., MSAs, NDAs, SOWs).

"Representatives" or "Third Party Partners" means suppliers, manufacturers, service providers, business partners, affiliates, distributors, resellers, agents, consultants or consulting firms, and all other third parties with a direct written contract to provide products (including metals and minerals) or services to OCIM on behalf of OCIM.

"Point of Contact" or "PoC" means an employee of OCIM responsible for the third-party relationship and the management of a contract with the third-party partner. The PoC will play a key role in reviewing and



working with key stakeholders to ensure compliance and will be responsible for reporting and documentation as defined by the third-party risk management program.

IV. POLICY

OCIM has and continues to be engaged in a broad spectrum of commercial activities, the scope of which will vary through time and geography. In broad terms, these include:

- Investment activities, including acquisitions.
- Trading in commodities and, to a lesser extent, equities.
- Provision of financing services/products, primarily in the extractive sector.

As such, and to ensure the secure and efficient conduct of those services, the Company may engage the services of third partners to support the Company. Below is guidance pertaining to the retention or engagement of third parties with additional sections focussed on the use of sales agents and mineral supply chains.

A. Managing General Third-Party Risks

Prior to outsourcing any OCIM processes or services to a Third-Party Partner or allowing third-party access to the Company's information or systems, please liaise with the Head of Risk to undertake a preliminary risk assessment of the proposed/potential Third Party Partner.

In addition, PoCs must evaluate the products and services, obtain budget approval, negotiate the price for the products or services, and gain any other necessary business approvals.

As the scale and complexity of OCIM's operations increase, it will become important to assign Criticality Ratings to these Third-Party Partners along with associated assessment, mitigation and monitoring requirements; these requirements will be addressed in subsequent versions of the Policy.

B. Legal Agreements or Contracts

Legal Agreements that include the exchange of confidential data will require confidentiality agreements to be executed by the Third-Party Partner. Please seek guidance from the Head of Risk who will consult with legal counsel, as necessary, before taking any action.

C. Termination of Service

Upon termination of a Third-Party Partner's services or Legal Agreement, any agreements must require the return or destruction of all OCIM data. OCIM shall agree on appropriate provisions with such Third-Party Partners to ensure the continued security of information and systems in the event that a contract is terminated or transferred to another third-party supplier. You should also refer to the OCIM Global Cybersecurity Policy for further information.

V. SPECIAL REQUIREMENTS FOR SALES AGENTS

As can be seen from the public press coverage of corruption scandals in recent years, the employment of so-called sales agents is often used to channel monies out of companies or groups and pay bribes to



decision makers of potential customers. For this reason, sales agents are a particular focus for prosecution authorities. Therefore, in addition to the general requirements detailed above, and on the basis that OCIM is looking to outsource any of its sales or business development activities, this Policy contains special regulations for the employment and treatment of sales agents.

A. Definition of Terms

Within the meaning of this Policy, sales agents are understood to include all companies or persons whose activities are aimed specifically at the award of contracts to OCIM, or the sale of OCIM's goods or services, or whose remuneration substantially depends upon the conclusion of business by OCIM (commission recipients).

These include, in particular, intermediaries, sales agents in the narrowest sense (consultants), sales representatives, commercial agents (agents) and companies or persons abroad, whose employment is necessary according to the applicable national laws, to conclude legally effective contracts, perform services or to be able to establish businesses there (sponsors). Sales agents do not include members of the traditional advisory professions, in particular not lawyers, tax advisors and auditors.

B. Approval of Sales Agent Consulting Agreements

All contracts with sales agents require prior approval by the Chairman and CEO. Sales agents may not engage in any activities for OCIM prior to approval being granted and a sales agent consulting agreement being subsequently signed by both parties.

To ensure that all compliance matters regarding sales agent consulting agreements can be considered to a sufficient extent, the Head of Risk and outside counsel should assist with the evaluation of sales agent consulting relationships and in drafting sales agent consulting agreements.

Approval of sales agent consulting agreements will only be given if the following conditions are met:

- The sales agent's services stand in adequate proportion to their remuneration. The OCIM unit that intends to conclude the consulting agreement with the sales agent, documents the adequacy of the sales agent's remuneration in writing and includes the documentation with the relevant request for approval of the sales agent consulting agreement.
- The services to be performed by the sales agent are described clearly in the consulting agreement and the sales agent is contractually obliged to substantiate their services in writing through continual email correspondence and regular reports (as a rule, at least every three months).
- The sales agent possesses relevant, proven expertise or market knowledge in the area of the services to be provided, which must be documented and attached to the request for approval of the sales agent consulting agreement.
- The sales agent is not closely related or acquainted to potential clients, which means, in particular, that the sales agent is not an employee of a potential client and, furthermore, no conflicts of interest exist on the sales agent's part.

- Payment of performance-related remuneration to a sales agent will only be made if the activity of the sales agent has actually led to finalisation of a commercial contract.
- Payments to sales agents are made exclusively by bank transfer to the sales agent's account listed in the sales agent consulting agreement, in the country where the sales agent has their place of business. Payments in cash or by check are not permitted.
- There are no indications of the sales agent's involvement in compliance-relevant matters that would prevent them from working with OCIM.

C. Compliance and Final Beneficiary Declaration/Documentation

According to the above regulations, every sales agent is obliged to submit a compliance and final beneficiary declaration upon signing the contract and once a year thereafter. The OCIM PoC that has concluded the consulting agreement with the sales agent is responsible for obtaining the declaration.

VI. SPECIAL REQUIREMENTS FOR MINING-RELATED ACTIVITIES

As indicated above, OCIM is in part engaged in the financing of activities related to the extraction, production and distribution of precious and strategic metals. As a result, in our supply chains, we monitor risk related to human rights and labour, compliance, quality assurance, and environment and local communities based on international standards and in accordance with the OCIM's Group Code of Ethics & Business Conduct.

When looking at potential financing activities in the mining sector, we adhere to responsible mineral sourcing initiatives in line with mechanisms advanced by the international Responsible Minerals Initiative (RMI)¹ to ensure supply chain transparency. Additionally, when assessing whether to finance a new mining opportunity, we assess how that company carries out environmental management, including management of water resources and tailings dams.

OCIM agrees with the aims of EITI² and as well as making representations of support, also makes efforts based on OCIM's Group Code of Ethics & Business Conduct towards increasing transparency at suppliers to ensure that no contribution is made to human rights problems such as conflict materials. With regards to gold, silver and palladium, OCIM adheres to guidance from the Responsible Sourcing programme at the London Bullion Market Association ('LBMA') including, the LBMA Responsible Gold Guidance, LBMA Responsible Silver Guidance and Responsible Platinum and Palladium Guidance (RPPG). This guidance is based on the OECD Due Diligence Guidance as well as Swiss and US KYC, Anti-Money Laundering and Combatting Terrorist Financing regulations.

¹ Responsible Minerals Initiative (RMI): An international initiative on the responsible sourcing of minerals by the Responsible Business Alliance (RBA), an organization founded in 2004 for the purpose of promoting a common code of conduct in the world's electronic equipment industry.

² The Extractive Industries Transparency Initiative (EITI): The EITI is a framework for cooperation between numerous countries for the promotion of responsible resource development with the aim of preventing corruption and conflict and as such promoting economic growth and a reduction of poverty through increased transparency in the flow of funds to the governments of resource-rich countries from extractive industry for the development of resources such as oil, gas, and minerals.

General rules

OCIM is intent on fulfilling its environmental and sustainability obligations in the mining supply chain and will not be involved in the following acts:

- Neither directly nor indirectly supports acts of abuse such as forced labour, child labour, and serious human rights violations or illegal activities such as money laundering through the mining, trading, handling, and export of gold / silver ore from high-risk areas such as conflict areas.
- Direct or indirect support for illegal non-state armed groups or public or private security forces that illegally control mining sites, traders, other intermediaries and transportation routes through the supply chain or illegally tax money or minerals through the supply chain.
- Bribery or misrepresentation of the origin of gold.
- Failure to comply with government taxes, fees and royalties related to the extraction, trade and export of minerals from conflict-affected and high-risk areas.
- Money laundering or terrorist financing.
- Conflict.

VII. CONSEQUENCES OF VIOLATING THIS POLICY

Any Representatives found to have violated this Policy may be subject to legal and disciplinary actions, up to and including termination of employment. OCIM prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a potential violation of this Policy or cooperating in related investigations.



VIII. EXHIBIT A: SIGNATURE PAGE

RECEIPT AND ACKNOWLEDGEMENT

I hereby acknowledge that I have received, carefully read, and understand the “Third-Party and Supply Chain Policy” of OCIM and agree to comply in all respects with all such procedures to which I am subject.

I understand that the CEO is available to answer any questions I have regarding the Third-Party & Supply Chain Policy.

Laurent Mathiot
box SIGN 4PZX277R-4LPP8ZJQ

Signature

Laurent Mathiot

Name (Please print)

5 nov. 2024

Date

Maxime Piccot
box SIGN 4ZRJW8Z9-4LPP8ZJQ

Signature

Maxime Piccot

Name (Please print)

5 nov. 2024

Date