ASSAYA

PRECIOUS METALS DMCC

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PLATFORM RULEBOOK

Document 06

Responsible Sourcing & AML Standard

OECD-aligned due diligence under UAE anti-money-laundering law

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Article 1 — Framework

1.1 This Standard is made under, and is applied consistently with, Federal Decree-Law No. (20) of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Illegal Organisations and its implementing regulations, and is aligned with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, including its Gold Supplement, and with the DMCC Rules for Risk-Based Due Diligence in the Gold and Precious Metals Supply Chain.

1.2 Dealers in precious metals and stones (DPMS) are a designated non-financial business and profession supervised by the UAE Ministry of Economy. The Company maintains its own DPMS compliance programme — including goAML registration, a designated Money Laundering Reporting Officer (MLRO), and suspicious transaction reporting to the UAE Financial Intelligence Unit — and requires equivalent compliance of Participants to whom DPMS obligations apply in their own right.

Article 2 — Participant Obligations

2.1 Every Participant completes KYC and sanctions screening at verification, before Stage 2 of any Transaction, and on a continuing basis. Screening covers the UN Security Council lists, the UAE National List, and the OFAC, EU and UK lists, together with adverse-media and PEP checks proportionate to the Role.

2.2 A Seller warrants lawful title and export legality for the jurisdiction of origin, and completes origin due diligence proportionate to its supply chain, answering red flags — unexplained routing, volumes inconsistent with declared capacity, high-risk origin without documentation — rather than waiving them.

2.3 A Buyer provides source-of-funds evidence for Escrow funding, verified through banking channels. Funds without a lawful, evidenced source are not accepted into any Escrow for a Platform Transaction.

2.4 A Participant that is itself a DPMS under UAE law evidences its goAML registration on request, and files its own reports, including DPMS reports of cash transactions at or above AED 55,000, directly with the competent authority. The Platform accepts no cash at any point.

Article 3 — The Company's Programme

3.1 The MLRO maintains the Platform's risk assessment by Role, jurisdiction and Transaction type; the screening cadence in Article 2.1; staff training; and independent periodic review of this Standard's operation.

3.2 Records under this Standard — identification, screening, due diligence, and Transaction records — are retained for not less than five (5) years, as UAE law requires.

3.3 Where a suspicion arises, the Company files its report to the Financial Intelligence Unit through goAML and observes the prohibition on tipping off. A Transaction under review pauses at its current Stage; no Participant is told more than that a compliance check is running.

Article 4 — Enforcement

4.1 A failed screening, an unanswered red flag, or funds without a lawful source ends participation under Document 02, Article 8, and the Platform's records are retained and produced to competent authorities where the law requires.

Article — — Governing Law and Dispute Resolution

1 **Governing law.** This document is governed by, and construed in accordance with, the laws of the United Arab Emirates as in force in the Emirate of Dubai, including the regulations of the Dubai Multi Commodities Centre (DMCC).

2 **Arbitration.** Any dispute arising out of or in connection with this document shall first be addressed by negotiation between the parties' senior representatives for fifteen (15) Business Days. Failing resolution, the dispute shall be finally resolved by arbitration administered by the Dubai International Arbitration Centre (DIAC) under the DIAC Arbitration Rules, by a sole arbitrator, seated in Dubai, United Arab Emirates, in the English language. The award is final and binding and may be enforced in any competent court.

3 **Interim relief.** Nothing in this Article prevents a party from seeking urgent interim relief from a competent court, or Assaya from giving effect to a compliance hold under the Responsible Sourcing & AML Standard.

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