# TERMS AND CONDITIONS

**Lorexa Commodities | Effective 4 September 2026**

**Platform Operator**

LOREXA GROWTH STRATEGIES FOR MARKETING MANAGEMENT L.L.C., Dubai DET Commercial License No. 1612466, Office 1011/3, The Offices, Ibn Battuta Gate, Jebel Ali, Dubai, United Arab Emirates.

These Terms and Conditions (Terms) govern access to and use of Lorexa's website, member portal, marketplace functionality, communications, opportunity listings, verification processes and controlled introduction services (collectively, the Platform). By accessing the Platform, creating an account, submitting an opportunity, requesting an introduction, clicking an acceptance button or otherwise using Lorexa's services, you agree to be bound by these Terms.

The Platform is intended for business and professional use only. It is not intended for consumers or for personal, family or household transactions.

## 1. Definitions

In these Terms:

Account means a registered user account approved or maintained by Lorexa.

Introduction means any direct or indirect connection, disclosure of identity or contact details, meeting, communication channel, referral or other facilitation by Lorexa between two or more parties in relation to an Opportunity.

Member means a person or entity that has been approved to access member-only features of the Platform.

Opportunity means a buy requirement, sell offer, supply indication, mandate, commercial proposal or related commodity transaction opportunity submitted to or circulated through Lorexa.

Transaction means any purchase, sale, supply, offtake, shipment, tranche, extension, renewal, repeat deal or related commercial arrangement arising from or connected with an Opportunity or Introduction.

User means any person who accesses or uses the Platform, including a visitor, Member, buyer, seller, mandate, representative, intermediary or other authorised participant.

## 2. Contract Structure and Priority

These Terms apply to all Users. Members may also be required to enter into a separate Member Agreement, fee letter, confidentiality agreement, transaction confirmation or other written terms with Lorexa. Those documents form part of the contractual relationship where applicable.

If there is any inconsistency, the following order of priority applies unless the relevant document expressly states otherwise: (a) transaction-specific written terms; (b) the Member Agreement; (c) these Terms; and (d) Platform policies, guidance and notices.

## 3. Eligibility, Authority and Account Registration

You may use the Platform only if you have legal capacity to contract and, where acting for an organisation or another person, you have full authority to bind that organisation or person. By registering or submitting information, you represent that all details you provide are accurate, current and not misleading.

Lorexa may accept or reject any registration or membership application in its discretion. Access to the Platform is not an entitlement and may be subject to invitation, approval, verification, commercial suitability, jurisdictional restrictions or other internal criteria.

You are responsible for maintaining the confidentiality of login credentials and for all activity conducted through your Account. You must notify Lorexa promptly if you suspect unauthorised access or misuse.

## 4. Verification, KYC and Ongoing Information Requirements

Lorexa may require identity, corporate, beneficial ownership, mandate, authority, source-of-funds, source-of-wealth, banking, licensing, transaction or other supporting information before granting or continuing access to any part of the Platform or before facilitating an Introduction.

You must provide information and documents that are genuine, complete, accurate and up to date. Lorexa may request refreshed or additional information at any time, including where circumstances, ownership, sanctions status, transaction value or risk profile changes.

Verification by Lorexa is a screening and network-control process only. It is not a guarantee of identity, solvency, authority, title, product availability, product quality, financial capacity, lawful conduct or transaction performance. Each User remains responsible for its own due diligence.

## 5. Nature of the Platform and Lorexa's Role

Lorexa operates a private commodity deal network that facilitates structured opportunity submissions, participant screening, controlled communications and introductions between relevant counterparties.

Unless expressly agreed otherwise in a separate written agreement, Lorexa:

- is not the buyer or seller of commodities and does not take title to commodities;
- is not automatically a party to any underlying sale, purchase, supply, shipping, financing or other Transaction;
- does not act as an exchange, clearing house, custodian, escrow agent, fiduciary, investment adviser or provider of regulated financial products;
- does not guarantee that any Opportunity is genuine, available, commercially viable or capable of completion;
- does not guarantee the creditworthiness, authority, performance or conduct of any User or counterparty; and
- does not determine or warrant price, quantity, specification, origin, quality, delivery terms, title, inspection results, logistics, financing, taxes or other commercial terms between counterparties.

Users negotiate and contract with each other independently. Lorexa may support communications and introductions, but responsibility for the Transaction remains with the participating counterparties.

## 6. Opportunities, Listings and Submissions

A User submitting an Opportunity must have a legitimate commercial basis and appropriate authority to do so. You must not publish, submit or circulate fictitious supply, fictitious demand, fabricated documents, unauthorised mandates, misleading pricing, false allocations or information that you know or reasonably should know is inaccurate.

Lorexa may review, edit for presentation, request clarification on, restrict, withhold, decline, remove or archive any Opportunity. Lorexa is not obliged to publish or circulate any submission and may limit visibility to selected Members.

You retain responsibility for the substance and accuracy of your submission. By submitting content, you grant Lorexa a non-exclusive, worldwide, royalty-free licence to host, reproduce, format, summarise, translate where necessary, display and share that content solely for operating the Platform, performing verification, identifying matches and facilitating relevant Introductions.

## 7. Controlled Introductions and Communications

The Platform is designed around controlled introductions. Until Lorexa authorises direct contact, Users must not attempt to obtain, disclose or use another participant's private contact details outside the communication method approved by Lorexa.

Lorexa may decide whether and when to disclose identities, contact details or other information to facilitate an Introduction. Lorexa may also decline an Introduction where the opportunity, fit, documentation, conduct or compliance profile is unsatisfactory.

Users must communicate professionally, accurately and in good faith. Harassment, pressure tactics, spam, impersonation, unauthorised data extraction and attempts to bypass Platform controls are prohibited.

## 8. Non-Circumvention and Protection of Introductions

You must not use information, identities, affiliates, contacts, documents or commercial relationships obtained through Lorexa to bypass Lorexa, avoid agreed fees, exclude Lorexa from an introduced opportunity, or restructure a Transaction for the purpose of defeating Lorexa's contractual rights.

This restriction applies to direct and indirect dealings, including dealings through affiliates, nominees, associated companies, representatives, agents, intermediaries or replacement contracting entities where the commercial opportunity originates from, is discovered through, or is materially connected with Lorexa.

The duration and specific remedies for non-circumvention may also be set out in the Member Agreement or transaction-specific terms. Where those terms apply, they are incorporated into your use of the Platform.

## 9. Fees, Commissions, Taxes and Transaction Reporting

Certain memberships, services, Introductions or Transactions may be subject to fees or transaction-based commissions. The applicable fee basis, rate, payer, trigger, payment timing and any other commercial terms will be stated in the Member Agreement, fee notice, transaction confirmation, invoice or other written acceptance applicable to the relevant User or Transaction.

Where a fee or commission is linked to a Transaction, closing or transaction value, completing the Transaction outside the Platform does not by itself remove the payment obligation. This includes staged shipments, tranches, renewals, extensions, repeat transactions, substituted counterparties, affiliates, nominees or materially similar arrangements that arise from the same Lorexa-originated opportunity or Introduction.

You must provide reasonable and accurate information requested by Lorexa to confirm the status, value and completion of a fee-bearing Transaction, including relevant updates on executed contracts, material value changes, shipment completion or closing. Lorexa may request reasonable supporting evidence where necessary to calculate or verify fees.

Unless stated otherwise, fees are exclusive of VAT and any other applicable taxes. Each party is responsible for its own taxes, duties, bank charges and statutory obligations, subject to applicable law.

## 10. Confidentiality and Deal Information

Information made available through the Platform may be confidential, commercially sensitive or restricted. This may include member identities, contact details, Opportunity details, pricing, quantities, specifications, locations, transaction structures, procedures, documents, counterparties and negotiation information.

You must use confidential information only for evaluating or progressing the relevant legitimate Transaction and must not disclose it to any third party except to personnel, professional advisers, financiers, inspection providers or other persons who genuinely need it for that purpose and who are subject to appropriate confidentiality obligations.

You must not copy, scrape, compile, sell, distribute or build databases from private Platform content or use confidential information to solicit participants for unrelated business.

This section does not apply to information that you can demonstrate was lawfully known to you without restriction before disclosure, becomes public other than through your breach, is received lawfully from an independent third party without confidentiality restriction, or must be disclosed by law or competent authority. Where legally permitted, you should give Lorexa prompt notice before compelled disclosure.

## 11. Compliance, Sanctions, AML and Anti-Bribery

You must use the Platform and conduct Transactions in compliance with all laws and regulations applicable to you and the Transaction, including anti-money laundering, counter-terrorist financing, sanctions, anti-bribery, anti-corruption, customs, import/export, tax, licensing and trade-control requirements.

You must not use the Platform to transact with a sanctioned or prohibited person, entity, vessel, jurisdiction or activity where doing so would expose Lorexa or another participant to unlawful conduct or sanctions risk. Lorexa may suspend or refuse access, withhold an Introduction, request enhanced due diligence or report matters to competent authorities where required by law.

Users must not offer, request, pay or accept bribes, kickbacks or improper inducements in connection with the Platform or any Transaction.

## 12. User Due Diligence and Transaction Responsibility

Before entering into a Transaction, each User must independently assess the counterparty and commercial arrangement. This may include verifying corporate existence, authority, beneficial ownership, banking details, title, source and availability of goods, product specifications, inspection reports, payment security, shipping arrangements, insurance, licences, tax treatment, sanctions exposure and legal enforceability.

Lorexa does not replace legal, financial, banking, tax, technical, inspection, compliance or logistics advice. Users should obtain appropriate professional advice for the relevant jurisdiction and Transaction.

## 13. Prohibited Uses

You must not use the Platform to:

- commit or facilitate fraud, money laundering, sanctions evasion, bribery, tax evasion, market manipulation or any other unlawful activity;
- submit forged, altered, stolen, fabricated or misleading documents;
- misrepresent your identity, capacity, mandate, authority, access to funds, access to supply or commercial relationship;
- offer or seek prohibited goods, stolen goods, sanctioned goods or goods that cannot lawfully be traded in the relevant jurisdictions;
- interfere with Platform security, access controls, software, infrastructure or another User's Account;
- scrape, crawl, harvest or systematically extract Platform data without Lorexa's written permission;
- upload malware or harmful code; or
- use the Platform in a way that may expose Lorexa, its personnel or other Users to legal, regulatory, financial or reputational harm.

## 14. Intellectual Property

Lorexa and its licensors own all rights in the Platform, including its branding, software, interface, workflows, databases, text, graphics, designs, verification structure and other proprietary materials, excluding User content and third-party materials.

Subject to these Terms, Lorexa grants you a limited, revocable, non-exclusive, non-transferable right to access and use the Platform for legitimate internal business purposes. No ownership rights are transferred to you.

You may not copy, reverse engineer, reproduce, republish, commercially exploit or create derivative works from the Platform except where expressly permitted in writing or required by law.

## 15. Privacy and Data Handling

Lorexa processes personal information for account administration, verification, compliance, security, communications, matching, Introductions, dispute prevention and operation of the Platform. Processing is subject to Lorexa's Privacy Policy and applicable data protection law.

Where necessary for verification or an authorised Introduction, Lorexa may share relevant information with service providers, professional advisers, verification providers, counterparties or competent authorities, subject to applicable law and appropriate safeguards.

You must not upload personal data relating to another person unless you have a lawful basis and authority to provide that information to Lorexa for the intended purpose.

## 16. Electronic Communications, Records and Acceptance

You agree that contracts, notices, approvals, disclosures, confirmations and other communications may be provided electronically through the Platform, by email or through another electronic method used by Lorexa.

Electronic acceptance, including clicking an acceptance button, submitting a form or signing electronically, may be relied on as evidence of agreement to the extent permitted by applicable law.

Lorexa may retain Platform logs, messages, acceptance records, document versions, audit trails and other transaction-related records for security, compliance, evidentiary and business purposes in accordance with applicable law and its retention policies.

## 17. Platform Availability, Changes and Security

Lorexa may modify, suspend, restrict or discontinue any part of the Platform at any time for maintenance, security, compliance, commercial or operational reasons. Lorexa does not guarantee uninterrupted, error-free or continuously available service.

You are responsible for maintaining suitable devices, connectivity and security controls. You must take reasonable precautions against phishing, impersonation and payment fraud, including independently verifying any change to banking or payment instructions before transferring funds.

## 18. Suspension and Termination

Lorexa may suspend, restrict or terminate access immediately where it reasonably believes that a User has breached these Terms, provided false information, created legal or compliance risk, failed verification, attempted circumvention, failed to pay amounts due, misused confidential information or otherwise acted inconsistently with the integrity of the network.

A User may stop using the Platform at any time, but termination or closure of an Account does not affect accrued rights or obligations. Provisions relating to fees, non-circumvention, confidentiality, intellectual property, liability, indemnity, dispute resolution and any other provisions intended by their nature to survive will remain effective.

## 19. Third-Party Services and Links

The Platform may refer to or integrate third-party services, including verification, communications, document-signing, inspection, logistics, banking or professional-service providers. Lorexa does not control and is not responsible for third-party products, services, availability, content or contractual performance unless expressly agreed otherwise in writing.

## 20. Disclaimers

To the maximum extent permitted by applicable law, the Platform and information made available through it are provided on an as-is and as-available basis. Lorexa does not make any representation or warranty, express or implied, regarding the accuracy, completeness, merchantability, fitness for a particular purpose, non-infringement, profitability, commercial outcome or availability of any Opportunity or Transaction.

Any pricing, market information, procedure, document or commercial information circulated through the Platform is for transaction-evaluation purposes only and is not investment, legal, tax, financial or other regulated professional advice.

## 21. Limitation of Liability

To the maximum extent permitted by applicable law, Lorexa and its directors, officers, employees, contractors and affiliates will not be liable for indirect, incidental, special, exemplary, punitive or consequential loss, or for loss of profit, revenue, opportunity, contract, goodwill, anticipated savings or data arising from use of the Platform or any Transaction.

Lorexa is not liable for loss caused by the conduct, default, fraud, insolvency, non-performance or misrepresentation of another User or third party, or for changes in commodity prices, banking decisions, payment failures, shipping delays, inspection outcomes, customs actions, sanctions measures or force majeure events.

Subject to liability that cannot lawfully be excluded or limited, Lorexa's total aggregate liability to a User arising out of or in connection with the Platform, these Terms and any related service will not exceed the total fees actually paid by that User to Lorexa during the 12 months immediately preceding the event giving rise to the claim.

## 22. Indemnity

You agree to indemnify and hold harmless Lorexa, its affiliates and their directors, officers, employees and contractors from claims, losses, liabilities, penalties, costs and reasonable professional fees arising from or connected with: (a) your breach of these Terms or an applicable Member Agreement; (b) false, misleading or unauthorised information or documents supplied by you; (c) your unlawful conduct or violation of third-party rights; (d) a Transaction to which you are a party; or (e) circumvention or avoidance of an agreed Lorexa fee, except to the extent caused by Lorexa's own fraud, wilful misconduct or liability that cannot be excluded by law.

## 23. Force Majeure

Lorexa will not be responsible for delay or failure caused by events outside its reasonable control, including acts of government, sanctions measures, war, civil disturbance, terrorism, cyber incidents, utility or telecommunications failure, labour disruption, natural disaster, epidemic, port disruption, banking interruption or failure of critical third-party infrastructure.

## 24. Governing Law and Dispute Resolution

These Terms and any non-contractual obligations arising from or connected with them are governed by the laws of the United Arab Emirates and the applicable laws of the Emirate of Dubai.

The parties must first attempt in good faith to resolve any dispute through written notice and amicable discussions for 15 days after receipt of the dispute notice.

If the dispute is not resolved within that period, it shall be finally resolved by arbitration under the Rules of the Dubai International Arbitration Centre (DIAC), which Rules are deemed incorporated into this clause. The tribunal shall consist of one arbitrator. The seat and legal place of arbitration shall be Dubai, United Arab Emirates. The language of arbitration shall be English. The arbitration and all non-public materials relating to it shall be confidential, subject to legal or regulatory disclosure requirements.

Nothing in this section prevents either party from seeking urgent interim, protective or conservatory relief from a competent court in the United Arab Emirates where such relief is necessary to protect confidential information, prevent misuse of Platform data, preserve assets or protect rights pending constitution of the arbitral tribunal.

## 25. Changes to These Terms

Lorexa may update these Terms from time to time to reflect changes in the Platform, business model, legal requirements, compliance standards or operational practices. The updated version will be posted on the Platform with a revised effective date. Where a change materially affects existing Members, Lorexa may provide additional notice through the Platform or by email.

Continued use of the Platform after the effective date of updated Terms constitutes acceptance of the updated Terms, except where applicable law requires another form of consent.

## 26. General Provisions

Entire agreement. These Terms, together with the documents incorporated under Section 2, constitute the agreement governing the relevant Platform use and supersede prior statements relating to that subject matter.

Severability. If any provision is held invalid or unenforceable, it will be interpreted or reduced to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in effect.

No waiver. A delay or failure to exercise a right does not waive that right.

Assignment. You may not transfer your rights or obligations under these Terms without Lorexa's prior written consent. Lorexa may assign or transfer its rights and obligations to an affiliate, successor or purchaser of the relevant business, subject to applicable law.

No partnership or agency. Use of the Platform does not create a partnership, joint venture, employment, fiduciary or agency relationship between Lorexa and a User, or between Users, except where a separate written agreement expressly states otherwise.

Language. These Terms are prepared in English. If a translation is provided, the English version prevails to the extent permitted by law.

## 27. Contact

Questions, notices or legal correspondence relating to these Terms may be sent to Lorexa through the contact details published on the Platform or delivered to:

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| **Legal entity** | LOREXA GROWTH STRATEGIES FOR MARKETING MANAGEMENT L.L.C. |
| **Commercial licence** | Dubai DET Commercial License No. 1612466 |
| **Registered office** | Office 1011/3, The Offices, Ibn Battuta Gate, Jebel Ali, Dubai, United Arab Emirates |
| **Platform** | Lorexa Commodities / Lorexa Private Commodity Deal Network |

**END OF TERMS AND CONDITIONS**