COMMODITY WATCH LLC

Software Services Platform

TERMS AND CONDITIONS OF SERVICE

Oil & Gas Trading Groups — Technology Platform Agreement

IMPORTANT LEGAL NOTICE — PLEASE READ CAREFULLY

BY ACCESSING, REGISTERING FOR, OR USING THE COMMODITY WATCH PLATFORM IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE ALL USE OF THE PLATFORM.

1. INTRODUCTION AND PARTIES

These Terms and Conditions of Service ("Agreement") constitute a legally binding contract between Commodity Watch LLC, a limited liability company organized and existing under the laws of the State of Texas, United States of America, with its principal place of business in the State of Texas ("Company," "we," "us," or "our"), and the individual or entity accessing or using the Platform ("Client," "User," or "you").

The Company provides a technology software platform designed to facilitate information exchange, workflow management, and operational tools for trading groups and commodity market participants operating in the oil and gas sector but also trading soft commodities. The Company is strictly a technology services provider and is NOT a commodity broker, trading firm, financial advisor, compliance officer, or regulatory body.

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Platform	The Commodity Watch LLC software-as-a-service application, including all tools, modules, APIs, data feeds, interfaces, and associated services made available by the Company.
Client / User	Any individual, corporation, partnership, trading group, or other legal entity that has registered for or obtained access to the Platform.
Transaction	Any deal, trade, negotiation, agreement, arrangement, or commercial activity that a User undertakes using or with reference to information or tools available on the Platform.

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Counterparty	Any third party with whom a User conducts or contemplates a Transaction, regardless of whether such Counterparty has access to the Platform.
Sanctioned Party	Any individual, entity, or vessel identified on any sanctions list maintained by OFAC, the UN Security Council, the EU, or any relevant governmental authority.
Prohibited User	Any person or entity that is (i) subject to sanctions, (ii) engaged in or associated with criminal activity, (iii) listed on any debarment or exclusion register, or (iv) whose access to the Platform is otherwise restricted by applicable law or this Agreement.
KYC / AML	Know Your Customer and Anti-Money Laundering obligations imposed by applicable laws and regulations on regulated entities.
Losses	Any and all claims, damages, losses, liabilities, costs, penalties, fines, judgments, settlements, and expenses, including reasonable attorneys' fees.
Effective Date	The date on which the User first accesses the Platform or clicks "I Agree" to this Agreement, whichever is earlier.

3. NATURE OF SERVICES — TECHNOLOGY ONLY

3.1 Software Services Exclusively

The Company provides technology tools and software services only. The Platform is designed to support the operational and administrative functions of oil and gas and commodity trading groups. Nothing in the Platform, its content, data, or functionality constitutes:

- Financial, investment, or trading advice of any kind;
- Legal, regulatory, or compliance advice;
- A recommendation to enter into any Transaction;

3.2 No Brokerage or Agency Role

The Company does not act as a broker, dealer, commodity trading advisor, futures commission merchant, introducing broker, agent, or representative of any party. The Company has no authority to bind any User to any Transaction, nor does it assume any responsibility for the execution, performance, or legality of any Transaction entered into by Users.

3.3 Independent Commercial Judgement

THE CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES that all decisions to enter into, modify, or abandon any Transaction are made solely and exclusively by the Client, in the exercise of the Client's own independent commercial and legal judgment. The Client's use of the Platform does not diminish or transfer to the Company any responsibility or obligation that the Client bears with respect to its business operations, Transactions, or Counterparty relationships.

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4. ELIGIBILITY, PROHIBITED USERS, AND ACCESS RESTRICTIONS

4.1 Eligibility Requirements

Access to and use of the Platform is restricted to eligible Users who meet ALL of the following criteria:

- The User is a legal entity or an individual of at least 18 years of age with the legal capacity to enter into binding contracts;
- The User is duly organized, licensed, and authorized to conduct business in its applicable jurisdiction(s);
- The User is NOT a Prohibited User as defined in Section 2 of this Agreement;
- The User is NOT subject to any sanctions programs administered or enforced by the U.S. Office of Foreign Assets Control ("OFAC"), the U.S. Department of Commerce, the United Nations Security Council, the European Union, or any other applicable governmental authority;
- The User's access to the Platform does not violate any applicable law, regulation, or court order;
- The User has completed any registration or verification process required by the Company.

4.2 Representations Regarding Prohibited Status

By accessing the Platform, each User represents, warrants, and covenants on a continuing basis throughout the term of this Agreement that:

1. The User is not listed on, and is not owned or controlled by any person or entity listed on, the Specially Designated Nationals and Blocked Persons (SDN) list, the Consolidated Sanctions List, or any equivalent governmental sanctions list;
2. The User is not engaged in, and has not been convicted of, any criminal activity, including but not limited to fraud, money laundering, terrorist financing, market manipulation, bribery, or corruption;
3. The User is not the subject of any pending or concluded criminal investigation, indictment, regulatory enforcement action, or civil judgment related to financial misconduct, commodity fraud, or related matters;
4. The User has no intention to use the Platform to facilitate any Transaction involving sanctioned goods, restricted commodities, prohibited end-users, or any activity that would violate applicable export control, trade sanctions, or anti-money laundering laws;
5. All information provided to the Company during registration or otherwise is accurate, current, and complete, and the User will promptly notify the Company of any changes that would affect the User's eligibility.

4.3 Company's Right to Restrict or Terminate Access

The Company reserves the absolute and unconditional right, at its sole discretion and without prior notice or liability, to:

- Deny, suspend, or terminate access to the Platform for any User who the Company reasonably believes (i) does not meet eligibility requirements, (ii) has made a false representation, (iii) is a Prohibited User, or (iv) is using the Platform in a manner inconsistent with this Agreement or applicable law;
- Conduct enhanced due diligence on any User at any time, and require additional documentation or information as a condition of continued access;
- Report suspicious activity to relevant law enforcement or regulatory authorities as required by applicable law;
- Implement technical or operational measures to prevent access by Users located in or associated with restricted jurisdictions or sanctioned entities.

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The exercise of these rights by the Company shall not give rise to any liability, claim, or obligation on the part of the Company toward any affected User or third party.

5. CLIENT'S SOLE RESPONSIBILITY FOR COUNTERPARTY DUE DILIGENCE

5.1 Open Market Awareness

The Client acknowledges that the oil and gas trading market may include participants of varying reputation, financial stability, and compliance posture. The Client confirms that it enters into all Transactions with full knowledge of this risk environment and in the exercise of its own informed commercial judgment. The Platform is a neutral technology tool that facilitates communication and workflow; it does not screen, rate, or vouch for any market participant.

6. KYC / AML DISCLAIMER AND REGULATORY COMPLIANCE

6.1 Platform Not a Regulated Financial Institution

Commodity Watch LLC is a software technology company. It is NOT a bank, financial institution, money services business, broker-dealer, or regulated entity under the Bank Secrecy Act (BSA), the USA PATRIOT Act, FinCEN regulations, or any equivalent foreign legislation. The Company does not perform KYC or AML screening of Users or Counterparties on behalf of Clients, and the Platform does not constitute an AML or sanctions compliance tool.

6.2 Client's Own KYC/AML Obligations

Each Client is solely responsible for meeting its own KYC, AML, counter-terrorist financing (CTF), sanctions screening, and related regulatory compliance obligations under all laws and regulations applicable to the Client's business, jurisdiction(s) of operation, and the nature of Transactions it conducts. The platform will provide detailed KYC and reports of investigation but these will be provided as a basis for discussion and it will ultimately be the responsibility of the client to accept or not these various checks. Such obligations include, but are not limited to:

- Screening Counterparties against OFAC's SDN List, BIS Entity List, and equivalent lists;
- Filing Suspicious Activity Reports (SARs) or equivalent reports as required by applicable law;
- Maintaining transaction records and customer identification documentation as required by applicable law;
- Obtaining all necessary licenses, permits, and regulatory approvals for the Client's business activities;
- Complying with the Foreign Corrupt Practices Act (FCPA), UK Bribery Act, or equivalent anti-corruption legislation applicable to the Client.

6.3 No Compliance Safe Harbor

THE USE OF THIS PLATFORM DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS, COMPLIANCE WITH ANY LEGAL OR REGULATORY REQUIREMENT. The Company expressly disclaims

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any representation that use of the Platform satisfies the Client's KYC, AML, sanctions compliance, or any other legal or regulatory obligation. Clients that are subject to regulated compliance programs must operate and maintain those programs independently of their use of the Platform.

6.4 Indemnification for Regulatory Breaches

The Client shall indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, successors, and assigns from and against any and all Losses arising from or related to (i) any failure by the Client to comply with applicable KYC, AML, sanctions, or other regulatory requirements, (ii) any Transaction involving a Sanctioned Party or Prohibited User, or (iii) any regulatory action, fine, or penalty directed at the Company as a result of the Client's conduct or misuse of the Platform.

7. SANCTIONS, PROHIBITED GOODS, AND RESTRICTED ACTIVITIES

7.1 Absolute Prohibition on Sanctioned Activity

The Client is strictly prohibited from using the Platform, directly or indirectly, in connection with:

- Any Transaction involving a Sanctioned Party, including any entity owned 50% or more (individually or in the aggregate) by a Sanctioned Party;
- The trade, financing, transportation, or facilitation of sanctioned goods, including crude oil, refined petroleum products, natural gas, or related commodities subject to trade restrictions under applicable sanctions programs;
- Any activity that would constitute a violation of U.S. export control laws (EAR, ITAR), OFAC regulations, EU Council regulations, UN Security Council resolutions, or any equivalent sanctions regime;
- Transactions involving jurisdictions subject to comprehensive sanctions, including but not limited to Iran, North Korea, Syria, Cuba, and the Crimea, Donetsk, and Luhansk regions of Ukraine (as such list may be updated by relevant authorities);
- The evasion, circumvention, or facilitation of violations of any sanctions, trade controls, or export restrictions.

7.2 Other Prohibited Uses

The Client shall not use the Platform for any purpose that:

- Constitutes, facilitates, or promotes money laundering, terrorist financing, or other financial crime;
- Involves knowingly contracting with criminal organizations, criminal enterprises, or individuals with pending or past criminal convictions related to financial, commodity, or trade offenses;
- Involves the presentation of false, misleading, or fabricated documentation, certifications, or representations to other Users or to the Company;
- Involves market manipulation, bid rigging, price fixing, or other anticompetitive conduct;
- Infringes the intellectual property rights of any person;
- Introduces malware, disrupts platform operations, or attempts unauthorized access to Company systems.

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7.3 Company's Right to Report

Notwithstanding any confidentiality obligation in this Agreement, the Company reserves the right, and may be legally required, to report to relevant governmental authorities any activity that it reasonably suspects constitutes a violation of applicable sanctions, AML laws, or other criminal statutes. The Client consents to such reporting and shall not bring any claim against the Company arising from a good-faith report made in accordance with this section.

8. DISCLAIMERS OF WARRANTIES

8.1 "As Is" Basis

THE PLATFORM AND ALL CONTENT, DATA, TOOLS, AND SERVICES PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;
- WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR TIMELINESS OF ANY INFORMATION ON THE PLATFORM;
- WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- WARRANTIES REGARDING THE IDENTITY, REPUTATION, FINANCIAL STANDING, OR LEGAL STATUS OF ANY USER OR COUNTERPARTY;
- WARRANTIES THAT THE PLATFORM SATISFIES ANY REGULATORY OR COMPLIANCE REQUIREMENT OF THE CLIENT.

8.2 No Endorsement of Counterparties

The Company makes no representation, warranty, or endorsement, express or implied, regarding any Counterparty, including any representation that a Counterparty is reputable, creditworthy, compliant with applicable law, or free from sanctions or criminal associations. Any ratings, reviews, or profile information appearing on the Platform are user-generated and are not verified or endorsed by the Company.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, OR SUCCESSORS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;
- LOSS OF REVENUE, PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS;
- DAMAGES ARISING FROM TRANSACTIONS ENTERED INTO WITH UNREPUTABLE, SANCTIONED, CRIMINAL, OR OTHERWISE PROHIBITED COUNTERPARTIES;
- DAMAGES ARISING FROM THE CLIENT'S FAILURE TO CONDUCT ADEQUATE DUE DILIGENCE ON ANY COUNTERPARTY;

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- DAMAGES ARISING FROM REGULATORY PENALTIES, FINES, ENFORCEMENT ACTIONS, OR SANCTIONS IMPOSED ON THE CLIENT;
- DAMAGES ARISING FROM THE CLIENT'S RELIANCE ON PLATFORM INFORMATION IN MAKING COMMERCIAL OR LEGAL DECISIONS;
- DAMAGES ARISING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF THE CLIENT'S DATA.

THE FOREGOING EXCLUSIONS APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL THEORY, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Cap on Direct Damages

TO THE EXTENT THAT THE COMPANY IS FOUND LIABLE FOR ANY DIRECT DAMAGES NOTWITHSTANDING THE EXCLUSIONS IN SECTION 9.1, THE COMPANY'S TOTAL AGGREGATE LIABILITY TO THE CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES ACTUALLY PAID BY THE CLIENT TO THE COMPANY IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (USD $100.00).

9.3 Liability for Deals Closed on Platform

THE CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE COMPANY SHALL BEAR NO LIABILITY WHATSOEVER FOR ANY TRANSACTION CLOSED, NEGOTIATED, OR FACILITATED BY THE CLIENT USING THE PLATFORM. THE CLIENT ASSUMES ALL RISK AND LIABILITY ASSOCIATED WITH ITS COMMERCIAL DECISIONS AND TRANSACTIONS. THE PLATFORM IS A NEUTRAL TECHNOLOGY TOOL; THE COMPANY IS NOT A PARTY TO, AND ASSUMES NO OBLIGATION WITH RESPECT TO, ANY TRANSACTION.

9.4 Essential Basis of the Bargain

The Client acknowledges that the limitations of liability set forth in this Section 9 reflect a reasonable allocation of risk between the parties, that the Company would not enter into this Agreement or provide access to the Platform absent such limitations, and that such limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

10. INDEMNIFICATION

The Client agrees to indemnify, defend (with counsel reasonably acceptable to the Company), and hold harmless the Company and its officers, directors, members, employees, agents, affiliates, successors, and permitted assigns from and against any and all Losses arising out of or relating to:

1. The Client's use of or access to the Platform;
2. Any Transaction entered into by the Client through or with reference to the Platform, including any dispute with a Counterparty;
3. Any breach by the Client of any representation, warranty, covenant, or obligation under this Agreement;
4. Any claim by a third party (including Counterparties, regulators, or law enforcement) arising from the Client's conduct or omissions;

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5. Any Transaction involving a Sanctioned Party, Prohibited User, or sanctioned goods;
6. Any failure by the Client to comply with applicable KYC, AML, sanctions, export control, or other regulatory requirements;
7. Any negligent, reckless, fraudulent, or intentionally wrongful act or omission of the Client;
8. Any allegation that the Client's use of the Platform infringes any intellectual property or other right of any third party.

The Client's indemnification obligations shall survive the termination or expiration of this Agreement.

11. CONFIDENTIALITY

Each party agrees to keep confidential and not to disclose to any third party, without the other party's prior written consent, any Confidential Information of the other party. "Confidential Information" means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of its disclosure. This obligation does not apply to information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was already known to the receiving party at the time of disclosure; (iii) is independently developed by the receiving party without reference to Confidential Information; or (iv) is required to be disclosed by applicable law, regulation, or court order, provided that the receiving party gives prompt written notice to the disclosing party (to the extent legally permissible) and cooperates with efforts to seek confidential treatment.

12. INTELLECTUAL PROPERTY

The Platform, including all software, code, interfaces, designs, trademarks, service marks, trade names, logos, documentation, and data compilations, is the exclusive intellectual property of Commodity Watch LLC and is protected by U.S. and international intellectual property laws. The Company grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform solely for the Client's internal business purposes in accordance with this Agreement. The Client acquires no ownership interest in the Platform or any component thereof. The Client shall not reproduce, modify, distribute, reverse-engineer, decompile, or create derivative works based on the Platform or any portion thereof.

13. DATA PRIVACY AND SECURITY

The Company collects, processes, and stores certain personal and business data from Users as described in the Company's Privacy Policy, which is incorporated herein by reference. The Client represents and warrants that it has obtained all necessary consents and has complied with all applicable data protection laws in connection with any personal data submitted to or processed through the Platform. The Company implements commercially reasonable technical and organizational measures to protect data but does not guarantee absolute security. In the event of a data breach affecting Client data, the Company will notify the Client in accordance with applicable law.

14. TERM AND TERMINATION

14.1 Term

This Agreement commences on the Effective Date and continues until terminated in accordance with this Section 14 or until the subscription or access period expires.

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14.2 Termination by Client

The Client may terminate this Agreement by providing thirty (30) days' prior written notice to the Company and ceasing all use of the Platform. No refunds shall be provided for any prepaid fees, except as expressly stated in a separately executed order form.

14.3 Termination by Company

The Company may terminate this Agreement and the Client's access to the Platform immediately and without prior notice if: (i) the Client breaches any material term of this Agreement; (ii) the Client is or becomes a Prohibited User; (iii) the Company is required to do so by applicable law or regulatory order; or (iv) the Company, in its sole discretion, determines that continued access creates legal, reputational, or regulatory risk for the Company.

14.4 Effect of Termination

Upon termination, the Client's right to access the Platform shall immediately cease. Sections 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, and 17 shall survive termination or expiration of this Agreement.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law

This Agreement and all disputes, claims, or controversies arising out of or relating to this Agreement, the Platform, or the relationship between the parties shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to any choice-of-law or conflict-of-law rules that would cause the application of the laws of any other jurisdiction.

15.2 Exclusive Jurisdiction

The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the State of Texas for the resolution of any dispute arising out of or relating to this Agreement. Each party waives any objection to the laying of venue in such courts and any claim that such courts are an inconvenient forum.

15.3 Waiver of Jury Trial

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM.

15.4 Dispute Resolution Procedure

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Before commencing any litigation, each party agrees to first attempt to resolve any dispute through good-faith negotiation between senior representatives for a period of thirty (30) calendar days following written notice of the dispute. If the dispute is not resolved within such period, either party may pursue available remedies in the courts specified in Section 15.2.

15.5 Class Action Waiver

THE CLIENT AGREES THAT ALL CLAIMS MUST BE BROUGHT IN THE CLIENT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE CLIENT WAIVES ANY RIGHT TO HAVE DISPUTES HEARD AS A CLASS ACTION OR IN ANY OTHER REPRESENTATIVE CAPACITY.

16. GENERAL PROVISIONS

16.1 Entire Agreement

This Agreement, together with any order forms, addenda, or supplemental agreements executed by the parties, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and understandings of the parties, whether written or oral.

16.2 Amendments

The Company reserves the right to amend this Agreement at any time by posting a revised version to the Platform or notifying the Client by email. Amendments shall become effective upon posting or notification. Continued use of the Platform following the effective date of any amendment constitutes the Client's acceptance of such amendment.

16.3 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

16.4 No Waiver

No failure or delay by the Company in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver of any breach shall be deemed a waiver of any subsequent breach.

16.5 Assignment

The Client may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Company. The Company may assign this Agreement in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, without the Client's consent.

16.6 Force Majeure

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Neither party shall be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including acts of God, natural disasters, wars, terrorist acts, pandemics, government actions, power failures, or internet service disruptions.

16.7 Notices

All legal notices under this Agreement shall be in writing and delivered by: (i) hand delivery; (ii) overnight courier with tracking; (iii) certified mail, return receipt requested; or (iv) email with confirmed read receipt, to the addresses provided during registration or such other addresses as the parties designate in writing.

16.8 Relationship of the Parties

The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the parties.

16.9 Headings

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

16.10 Language

This Agreement is written in the English language. In the event of any conflict between an English version and any translated version, the English version shall prevail.

17. CLIENT ACKNOWLEDGEMENT AND ACCEPTANCE

BY ACCESSING OR USING THE COMMODITY WATCH PLATFORM, THE CLIENT HEREBY CONFIRMS AND ACKNOWLEDGES:

9. The Client has read this Agreement in its entirety and understands its terms and legal effect;
10. The Client has the legal authority and capacity to enter into this Agreement on behalf of itself and, where applicable, its organization;
11. The Client is NOT a Prohibited User and does not intend to use the Platform for any prohibited purpose;
12. The Client bears sole and exclusive responsibility for all due diligence on Counterparties and all commercial decisions made in connection with Transactions;
13. The Client understands that the Company provides technology services only and does not provide financial, legal, or compliance advice;
14. The Client accepts the limitations of liability and indemnification obligations set forth in this Agreement as a fundamental and material allocation of risk;
15. The Client has had the opportunity to seek independent legal counsel before accepting this Agreement.

COMMODITY WATCH LLC

State of Texas, United States of America

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This document should be reviewed by qualified legal counsel before use.

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