

Important legal information for website users

The following describes the terms on which Global Commodities Holdings Limited ("GCHL") offers you access to the Site and any related Services and are in addition to any other agreement you may have entered into with Global Commodities Holdings.

The Site is designed to provide access to information and services concerning commodities and other products and by using this site you signify your agreement that you agree to be bound by the Terms. If you do not agree to these Terms, please do not use the Site. GCHL reserves the right, at its discretion, to change, modify, add or remove portions of these Terms at any time. Please check these Terms periodically for changes. Your continued use of the Site following the posting of changes to these Terms will mean you accept those changes.

Definitions

"Administrator" means an employee or other individual acting on behalf of an entity and who is authorised by such entity who registers on the Site;

"Authorised Trader" means an employee of the Market Member authorised by the Market Member to have access to the Service and enter into transactions on the Market on behalf of the Market Member under the terms and conditions of this Agreement and to whom is issued a unique password and username;

"Authorised Viewer" means an employee of the Market Member authorised by the Market Member to have access to the Service and to whom is issued a unique password and username for the purposes of viewing market activity;

"Market" means GCHL's set of facilities through which Market Members can buy and/or sell commodities, commodity-related instruments, other products and services;

"Market Members" means any entity, including the Market Member, which has entered into a Usage Agreement with GCHL which has not been terminated in accordance with the provisions of the relevant Usage Agreement;

"Member Information" means information relating to the Market Member which has been provided to GCHL, and/or generated over the Market, including information relating to use of or access to the Site and/or the Market, details of transactions undertaken and completed, any disputes of which GCHL has been notified and details of the Market Member's Authorised Traders;

"Service" means the Site and/or Market or any combination or component thereof;

"Site" means the web site located on the Internet at <https://www.globalcoal.com>, <https://www.globalcommoditiesholdings.com>, or such other location as GCHL may determine from time to time;

"Third Parties" means parts of the Service which may, at GCHL's discretion, be made available to the Market Member by Third Parties

"User" means any individual other than an administrator who registers on the Site

This site is owned and operated by Global Commodities Holdings Limited, (referred to as "GCHL", "gC," "we," "us," or "our" herein). Other than as expressly authorised by GCHL in writing, no material from any web site owned, operated, licensed, or controlled by GCHL may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Modification of the materials or use of the materials for any other purpose is a violation

of GCHL's copyright and other proprietary rights. All trademarks, service marks, and trade names are proprietary to GCHL.

These Terms are in addition to (but will not supersede) any other agreement which may now or at any time in the future be in place between you and Global Commodities Holdings. In the event there is any conflict or inconsistency between the terms and provisions of these Terms and any other agreement which may now or at any time in the future be in place between you and Global Commodities Holdings, such other agreement will take precedence in respect of such conflict or inconsistency.

1. GCHL's right to edit the Site

GCHL reserves its right (without notice) to refuse to post or transmit or to remove, edit, delete, amend or alter in any way any information or any service relating in any way to the Site (in whole or in part) including if GCHL in its sole discretion considers that any information, posting or transmission or otherwise may violate any right of any person or constitute an offence or a breach of any GCHL policy. GCHL has no obligation whatsoever to monitor the Site.

2. Postings and Submissions

You are free to make postings or submissions to GCHL. Such postings may, at GCHL's absolute discretion, be made available on the Site by GCHL. You agree to grant GCHL a royalty-free, perpetual, irrevocable, exclusive right (including any moral rights) to such postings or submissions or other information provided. Further, you agree to grant GCHL a licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display (in whole or in part) worldwide any material posted by you and/or to incorporate such material in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such material.

3. Use of Market Member Information

3.1 GCHL will not disclose on the Site or to other Market Members or to Third Parties which transactions the Market Member has entered into except for transaction related information which is sent to Market Members who have traded with another Market Member regarding transactions between the Market Member and that Market Member.

3.2 GCHL may transfer or make available to Third Parties at any time for the purposes listed in Clause 3.4 any data gathered on or generated by the Market in aggregate form provided that such information is not reasonably identifiable with a specific Market Member ("Aggregated Data").

3.3 GCHL will be entitled to list the Market Member as a Market Member on the Site. GCHL may also publish other details relating to the Market Member on the Site provided that the Market Member has approved this via settings available to it on the Site.

3.4 Subject to Clause 3.1, the Member Information may be held on databases by GCHL, be processed and used by GCHL in the course of its business on an ongoing basis including, to registered users, product licensees, subscribers to market reports, pricing package subscribers, Market Members, those who access the Site or part thereof via Reuters and any other Third parties and without limitation, for the following reasons:

- (a) developing and making available to Third Parties aggregated information regarding trends, average pricing, purchasing patterns and market research,
- (b) providing GCHL 's service level information under any Usage Agreement;
- (c) performing the duties and obligations of GCHL to Market Members or with respect to any Third Party Components;
- (d) internal record keeping and reporting by GCHL;
- (e) any risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention;
- (f) testing, maintaining and auditing the Service;
- (g) activities incidental to those listed in paragraphs 3.4 (a) to (f) above.

3.5 Subject always to clause 3.4 GCHL will not otherwise disclose the Member Information to Third Parties except:

- (a) where it has the Market Member's prior written consent;
- (b) where required to do so by law;
- (c) to persons to whom it may transfer rights and obligations under these Terms or otherwise;
- (d) to its professional advisors including but not limited to its auditors.

4. Controlling and processing parties

When you use the Site, you agree that Global Commodities Holdings may process your personal data. If you choose to provide us with personal information, you consent to the transfer and storage of that information on our servers.

5. Exclusion of warranties and liability

5.1 GCHL does not represent or warrant the accuracy or reliability of any of the information, content (including without limitation text, audio, video, graphics, images and photographs), software or advertisements (the "Information") contained on, distributed through, streamed, linked, downloaded or accessed from any of the services contained on the Site.

5.2 GCHL does not monitor the Information and further does not represent, warrant or endorse the quality, availability, right to use, ownership or reliability of any of the Information accessed by you as a result of you using the Site or any of the Services. You agree that GCHL shall not be responsible or liable in any way for the Information or for any dealings that you may have, or the consequences of such dealings, with any Third Party Component operators. In particular you agree that any dealings you have with any Third Party Component operator shall be on the terms and conditions (if any) of that Third Party Component operator.

5.3 Any reliance you place upon any of the Information will be at your sole risk and unless otherwise specified on the Site, GCHL is not selling or offering for sale any products or services described in the Information nor is it acting as agent of any person selling or offering for sale any products or services described in the Information.

5.4 The Site and Services are provided by GCHL on an "As Is" and "As Available" basis and GCHL expressly disclaims any and all warranties, express or implied, to the extent permitted by applicable law including, without limitation, warranties of satisfactory quality, merchantability and fitness for a particular purpose, with respect to any Service or any Information.

5.5 To the fullest extent permitted by applicable laws and except in respect of death or personal injury arising from GCHL 's negligence, GCHL hereby excludes liability for any claims, loss, demands or damages of any kind whatsoever with respect to the Services, the Site and the Information including, without limitation, direct, indirect, incidental, or consequential loss or damages, whether arising from loss of profits, loss of revenue, loss of data, loss of use or otherwise and whether or not the possibility of such loss has been notified to GCHL. The foregoing will apply whether such claims, loss or damages arise in tort, contract, negligence, under statute or otherwise. If you are a consumer your statutory rights, if any, are not affected.

6. Restrictions on use of the Site

6.1 - You agree:

- (a) to abide by all applicable laws, regulations and codes of conduct and to be solely responsible for all things arising from your use of the Services;
- (b) not to infringe any Third Party rights through your use of, or your activities conducted from, the Services, including without limitation, the intellectual property rights of others. You further agree not to use in any way any of our trade-marks or other intellectual property, or in any way to represent yourself as connected with us, or link to the Site in any manner whatsoever without our express prior written consent;
- (c) not to damage, interfere with or disrupt access to the Services or do anything that may interrupt or impair their functionality;
- (d) not to obtain or attempt to obtain unauthorised access, through whatever means, to the Services or other services or computer systems or areas of our networks which are identified as restricted;
- (e) not to publish, post, disseminate, distribute or otherwise transmit any defamatory, offensive, infringing, obscene, indecent or otherwise unlawful or objectionable material or information;
- (f) not to post or use the Services to distribute or send any illegal material of any kind, including but not limited to, illegal material in the form of text, graphics, video, programs or audio;
- (g) not to threaten, harass, stalk, abuse, disrupt or otherwise violate the rights of others, including rights of publicity and privacy; and
- (h) not to use the Site for distributing, disseminating or posting any chain letters, junk mail, 'spamming' material or any other form of bulk communication.

6.2 - to run and maintain a version of your browser that is no more than 6 months old

7. Links

7.1 From time to time we will make available to you links from the site to Third Party sites. These sites are not in any way approved, checked, edited, vetted or endorsed by us and you agree that we shall not be responsible or liable in any way for the content, advertising or products available from such sites, the quality, functionality, suitability or legality of such sites or for any dealings that you may have, or the consequences of such dealings, with such Third Party Component operators. You also agree that any dealings you have with such Third Party Component operators shall be on the terms and conditions (if any) of the Third Party operator and you hereby waive any claim you might have against us with respect to such sites. You agree that we are not liable in any way for and you agree to indemnify us in the manner referred to below in these Terms in relation to such dealings. Any arrangements made between you and any Third Party named on the site are at your sole risk and responsibility.

7.2 Other parties may not link or deep link to our site without our express consent. In the event that any party does so, GCHL takes no responsibility for any dealings which you may have with these unauthorised sites or any content which may be displayed or linked to by these Third Parties. If you do come across any link which is offensive or otherwise unsuitable or inappropriate to GCHL or our users please let us know.

8. Miscellaneous Provisions

8.1 GCHL may assign its rights and obligations under these Terms and upon any such assignment GCHL will be relieved of any further obligation hereunder.

8.2 GCHL's failure to exercise any particular right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us to you in writing.

8.3 GCHL reserves the right to vary these Terms from time to time.

9. Authorised Users, Authorised Traders, Administrators and Users

Each Authorised User, Authorised Trader, Administrator and User confirms and warrants that any information provided to Global Commodities Holdings is true, accurate and not misleading in any way and that relevant internal authority has been received prior to registration. You confirm and warrant that if any Authorised User, Authorised Trader, Administrator or User ceases to be employed by you (in any capacity), alternatively, changes job function or duties such that they are no longer an appropriate Authorised User, Authorised Trader, Administrator or User (as the case may be) then you will notify us of this fact as soon as practicable by email to frontoffice@commodities.global. Further your Administrator will take all practicable steps to ensure that any employee, agent or otherwise

who ceases to be employed by you, alternatively, who ceases to have authority to act on your behalf will no longer be permitted to have access to the Site.

10. Governing Law and Jurisdiction

10.1 These Terms are governed by and construed in accordance with the laws of England and Wales and you hereby submit to the non-exclusive jurisdiction of the English courts.

10.2 If any provision of these Terms is held by a court of competent jurisdiction to be contrary to the law then such provisions shall be construed as far as possible to reflect the intention of the parties with the other provisions remaining in full force and effect.

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