

Petrolodex FZCO
Building A1, Dubai Digital Park
Dubai Silicon Oasis
Dubai, United Arab Emirates



PETROLODEX

TERMS AND CONDITIONS

Effective 2026

STRICTLY CONFIDENTIAL: This document contains proprietary trading procedures, compliance standards, and contractual frameworks of Petrolodex FZCO. It is intended solely for the use of verified counterparties and authorized personnel. Unauthorized reproduction, distribution, or disclosure is strictly prohibited and may result in legal action.

PREAMBLE & INTRODUCTION

These Products, Terms and Conditions (“Agreement” or “T&C”) govern all transactions, engagements, and commercial relationship between Petrolodex FZCO (“Petrolodex,” “the Company,” “we,” or “us”) and any buyer, seller, trader, intermediary, agent, or authorized representative (collectively, “Counterparty” or “you”) who accesses, uses, or transacts through the Petrolodex platform, whether digitally, in writing, or via direct correspondence.

Petrolodex FZCO is a Dubai-based global wholesale fuel supply and trading company, operating as a verified marketplace and intermediary platform connecting qualified buyers and authenticated sellers across South America, EMEA (Europe, Middle East, & Africa), and Asia-Pacific. All transactions facilitated through Petrolodex are subject exclusively to these Terms and Conditions, along with any applicable Supplement Agreements, Procedures, or Addenda issued by Petrolodex.

BY SUBMITTING A BUYER INFORMATION FORM, SELLER AUTHENTICATION FORM, LETTER OF INTENT, IRREVOCABLE CORPORATE PURCHASE ORDER, OR ANY OTHER TRANSACTIONAL DOCUMENT TO PETROLODEX, THE COUNTERPARTY ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREED TO BE FULLY BOUND BY THESE TERMS AND CONDITIONS IN THEIR ENTIRETY

01 SCOPE OF APPLICATION

- 1.1 These Terms and Conditions apply to all commercial transactions, negotiations, inquiries, and engagements initiated with or through Petrolodex FZCO, whether initiated digitally via the Platform, by email, telephone, or any other form of direct communication.
- 1.2 These T&C govern all stages of a transaction, including but not limited to: preliminary verification, submission of trading documents, issuance of offers and purchase orders, execution of sales agreements, delivery and logistics, and post-delivery payment.
- 1.3 These T&C supersede any prior oral or written communications, representations, or agreements between the parties with respect to the subject matter herein, unless explicitly incorporated by reference in a signed Supplemental Agreement.
- 1.4 Petrolodex reserves the right to amend, revise, or update these T&C at any time. Updated versions will be published on the Platform and will be effective from the date of publication. Continued engagement with Petrolodex following any amendment constitutes acceptance of the revised terms.
- 1.5 These T&C apply equally to Buyers, Sellers, intermediaries, brokers, agents, and mandates unless a specific clause expressly limits its application to a particular party.

02 COUNTERPARTY ELIGIBILITY & VERIFICATION REQUIREMENT

2.1 GENERAL ELIGIBILITY

2.1.1 All parties engaging in transactions through Petrolodex must be legally registered corporate entities with verifiable business registration documents, physical business addresses, and official corporate email addresses. Personal email addresses (Gmail, Yahoo, Hotmail, and similar) are strictly not accepted.

2.1.2 Shell companies, unregistered entities, individuals without corporate backing, and parties subject to any international sanctions’ regime are expressly prohibited from transacting on the Petrolodex Platform.

2.1.3 All Counterparties must maintain a clean financial record with no outstanding defaults, active liens, or judgements that would materially impair their ability to perform under any transaction.

2.2 BUYER VERIFICATION

2.2.1 All Buyers must complete the Petrolodex Preliminary Buyer Verification process prior to engaging in any transaction. This includes submission of a fully completed Buyer Information Form and an executed NCNDA, submitted via the Buyer’s official corporate email address to info@petrolodex.com

2.2.2 Upon approval of the preliminary verification, Buyers will required to provide the following mandatory compliance documents for Full Verification: (a) Company Registration Documents – official government-issued documents confirming the company’s legal registration and business status in its jurisdiction of incorporation; (b) Proof of Funds (POF) or Bank Comfort Letter (BCL) – a bank-issued letter confirming sufficient capital to complete transactions at the stated volume, issued within the 30 days; (c) Authorized Signatory Passport – a clear, full-color scan of the valid passport of the individual authorized to sign on behalf of the company; (d) Attorney Attention Letter – a letter from Buyer’s legal counsel confirming the company’s legal standing, the signatory’s authorization, and the company’s intent to engage in fuel procurement activities; (e) Tank Storage Receipt (TSR) or Q88 Vessel Documentation – required for FOB Dip & Pay transactions, confirming tank storage capacity and location or providing vessel details for Tank to Vessel (TTV) delivery mode.

2.2.3 Petrolodex expressly prohibits brokers without direct access to product from representing themselves as Sellers or Title Holders. Any such misrepresentation will result in immediate disqualification from the Platform.

03 PRODUCTS & COMMODITIES

Petrolodex facilitates the whole trading of the following petroleum products and energy commodities. All products are sourced exclusively from non-sanctioned origins and must comply with applicable international quality standards and specification:

COMMODITY	DELIVERY TERMS	PAYMENT TERMS	CONTRACT TYPE
EN590 Diesel (10ppm) / Euro 5 & 6	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Gasoline (87, 89, 91, 93)	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Jet Fuel A1 / JP8 / AVGAS	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Marine Gas Oil (MGO)	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Heavy Fuel Oil (HFO) Fuel Oil #5	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Light Crued Oil	CIF	MT103/TT after delivery	Spot Trial / 12-Month
Heavy Crued Oil	CIF	MT103/TT after delivery	Spot Trial / 12-Month
Liquefied Natural Gas (LNG)	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Liquefied Petroleum Gas (LPG)	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Bitumen (40/50, 60/70, 80/100, 85/100)	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month
Virgin Fuel D2 / D6	FOB / CIF	MT103/TT after delivery	Spot Trial / 12-Month

3.1 All products prices are determined on a per-transaction basis, subject to the applicable delivery procedure, source refinery, product grade, and prevailing market conditions at the time of the transaction. Prices may be referenced against Platts, Argus, or other internationally recognized pricing benchmarks.

3.2 Product specifications must conform to internationally recognized standards including but not limited to EN590 (diesel), ASTM D1655 (jet fuel), ISO 8217 (marine fuels), and applicable ASTM or IP standards for other products grades.

3.3 Petrolodex reserves the right to amend the product portfolio available on the Platform at any time, subject to applicable market conditions and regulatory requirements.

3.4 All destinations served by Petrolodex are non-sanctioned markets and territories. Petrolodex will not facilitate transactions involving sanctioned destinations, vessels, entities, or product origins under any circumstances.

04 TRANSACTION WORKFLOW & PROCEDURES

All transaction facilitated through Petrolodex follow a structured, sequential workflow. No steps may be skipped or reordered. The standard transaction workflow is as follows:

<p>Step 1 – Preliminary Verification</p>	<p>The Buyer completes and submits the Buyer Information Form and executes the NCNDA via their official corporate email address to info@petrolodex.com. The Seller completes and submits the Seller & Product Authentication Form with all required Proof of Product documentation.</p>
<p>Step 2 – Expression of Interest / Letter of Intent (LOI)</p>	<p>Upon approval of the preliminary verification, the Buyer issues a formal Letter of Intent (LOI) to Petrolodex via official corporate email, specifying the product of interest, required volume, preferred delivery terms, target price range, and desired transaction timeline.</p>
<p>Step 3 – Full Corporate Offer (FCO)</p>	<p>Petrolodex, acting as intermediary, will issue the Full Corporate Offer (FCO) to the Buyer for review. The FCO contains full product specifications, confirmed price, quantity, delivery terms, and procedural requirements. The Buyer must review, acknowledge, and confirm acceptance in writing.</p>
<p>Step 4 – Irrevocable Corporate Purchase Order (ICPO)</p>	<p>Following acceptance of the FCO, the Buyer issues the Irrevocable Corporate Purchase Order (ICPO), addressed to the End Seller and forwarded through Petrolodex. The ICPO constitutes the Buyer's binding commitment to purchase under the confirmed terms and is irrevocable from the date of issuance.</p>
<p>Step 5 – Document Submission & Full Verification</p>	<p>The Buyer submits all mandatory Full Verification documents as outlined in Section 3.2.2 Petrolodex will conduct due diligence on all submitted documentation. Petrolodex reserves the right to independently verify any document submitted by any party.</p>
<p>Step 6 – Issuance of Commercial Invoice (CI) / Sales and Purchase Agreement (SPA)</p>	<p>Upon satisfactory completion of verification, the Commercial Invoice (CI) and/or Sales and Purchase Agreement (SPA) will be issued directly from the Seller's official email address to the Buyer through the Petrolodex office. The CI/SPA constitutes the binding transaction contract.</p>
<p>Step 7 – Execution of CI / SPA</p>	<p>The Buyer reviews, signs, and returns the executed CI/SPA to the Seller through the Petrolodex office within the timeframe specified in the document. Failure to execute within the stipulated timeframe may result in cancellation of the offer and forfeiture of any applicable performance bonds.</p>
<p>Step 8 – Transaction Implementation</p>	<p>Upon full execution of the CI/SPA, the transaction proceeds strictly in accordance with the applicable delivery procedure selected and confirmed by the Buyer — either FOB or CIF — as detailed in Sections 6 and 7 of this Agreement.</p>
<p>Step 9 - Delivery & Payment</p>	<p>Upon successful delivery and confirmed change of control of the product, payment is released to the Seller in accordance with the payment terms confirmed in the CI/SPA, typically via MT103/TT bank wire transfer. Where escrow is used, funds are released upon confirmed delivery milestones.</p>

IMPORTANT: Our Sellers strictly adhere to these procedures and no modifications, shortcuts, or alternative workflows are permitted. Buyer must follow the established process without deviation for a transaction to be executed successfully. Any attempt to bypass, circumvent, or modify the prescribed workflow will result in immediate termination of the transaction.

05 FOB (FREE ON BOARD) DELIVERY PROCEDURES

5.1 Under FOB terms, the Seller's responsibility and risk transfer to the Buyer at the moment the product passes over the ship's rail at the designated loading port or terminal. All costs and risks from that point forward are borne by the Buyer, including freight, insurance, customs duties, and inland transportation at the destination.

5.2 FOB transactions on the Petrolodex Platform are categorized into the following primary sub-procedures:

FOB – Dip & Pay (Tank-to-Vessel / TTV)

The Buyer or Buyer's appointed inspector dips and inspects the product in the Seller's designated storage tank. Payment is made upon confirmation of product quality and quantity prior to loading aboard the vessel. A valid Tank Storage Receipt (TSR) or Q88 is mandatory.

FOB – Tank-to-Tank (TTT)

The product is transferred from the Seller's storage tank to the Buyer's designated receiving tank at the agreed terminal or facility. Transfer is confirmed by joint dip measurement and independent inspection prior to payment.

FOB – Tanker Take Over (TTO)

The Buyer takes over a loaded vessel or tanker carrying the product at an agreed transfer point. Title passes upon execution of the Bill of Lading endorsement and confirmation by independent inspection.

FOB – With Banking Instrument

For transactions requiring additional financial security, the Buyer may be required to provide a Documentary Letter of Credit (DLC MT700) or Standby Letter of Credit (SBLC MT760) prior to product release. The specific banking instrument required will be confirmed in the FCO and CI/SPA.

5.3 For all FOB transactions, the Buyer is responsible for nominating a vessel that complies with the Seller's port and terminal requirements, and for providing a valid Q88 at least 72 hours prior to the scheduled loading date.

5.4 Product loading is subject to successful completion of an independent SGS or Intertek quality and quantity inspection at the loading terminal. Results from this inspection are binding on both parties unless contested within 24 hours of issuance.

06 CIF (COST, INSURANCE, & FREIGHT) DELIVERY PROCEDURES

6.1 Under CIF terms, the Seller is responsible for arranging and bearing the cost of transportation, marine insurance, and freight to the Buyer's named port of destination. Risk transfers to the Buyer once the product is loaded aboard the vessel at the origin port.

6.2 CIF transactions on the Petrolodex Platform are structured under the following sub-procedures:

CIF – With Documentary Letter of Credit (DLC MT700)

The Buyer opens a Documentary Letter of Credit via SWIFT MT700, addressed to the Seller's bank, prior to product shipment. Payment is released to the Seller upon presentation of the shipping documents specified in the LC, including the Bill of Lading, Certificate of Origin, SGS Inspection Report, and Commercial Invoice.

CIF – With Standby Letter of Credit (SBLC MT760)

The Buyer issues an SBLC via SWIFT MT760 as a performance guarantee. The Seller ships the product and is paid upon successful delivery and presentation of delivery confirmation documents. The SBLC serves as a backstop instrument in the event of default.

CIF – With Escrow Account

The Buyer deposits the full transaction value or a confirmed percentage into a mutually agreed escrow account prior to shipment. Funds are held by a neutral escrow agent and released to the Seller upon confirmed delivery and Buyer's acceptance of the product at the destination port.

CIF – With Shared Shipping Costs

For qualifying transactions, the shipping cost is shared between the Buyer and Seller under terms confirmed in the FCO. A performance deposit or advance payment may be required from the Buyer to secure the vessel charter. Final settlement occurs upon delivery.

6.3 All CIF transactions must be supported by a valid marine cargo insurance policy covering at least 110% of the CIF invoice value, naming the Buyer as additional insured for the voyage from origin port to destination port.

6.4 Petrolodex strongly recommends that Buyers and Sellers begin CIF trading relationships with a spot trial lift to establish mutual trust and process familiarity before committing to long-term volume contracts.

07 PAYMENT TERMS & FINANCIAL INSTRUMENTS

7.1 Unless otherwise agreed in the CI/SPA, the standard payment method for Petrolodex transactions is MT103/TT (SWIFT bank wire transfer) initiated by the Buyer upon successful delivery and confirmation of product quality and quantity by independent inspection.

7.2 All payments must be made in US Dollars (USD) unless an alternative currency is expressly agreed in writing in the CI/SPA.

7.3 The following financial instruments are accepted by Petrolodex for transaction security, subject to confirmation in the applicable procedure document: (a) Documentary Letter of Credit – DLC MT700 (irrevocable, transferable, and confirmed); (b) Standby Letter of Credit – SBLC MT760; (c) Bank Guarantee (BG) via SWIFT MT760; (d) Escrow Account with a mutually agreed neutral third-party escrow agent; (e) MT103/TT direct bank wire transfer.

7.4 All banking instruments must be issued by a rated international bank with a minimum credit rating of A- (S&P) or equivalent. Instruments issued by banks on international watch lists, restricted-country banks, or unrated institutions will not be accepted.

7.5 The Buyer is solely responsible for all bank charges, fees, and costs associated with the issuance, transmission, and amendment of any financial instrument. Seller's bank charges are the Seller's responsibility.

7.6 Payment terms are strictly performance-based. No payment is required from the Buyer prior to confirmation of product delivery, except where a financial instrument (DLC, SBLC, or Escrow deposit) is required as a condition of the selected procedure.

7.7 Late payments shall accrue interest at the rate of 1.5% per month on the outstanding balance, calculated from the due date until the date of full receipt of cleared funds by the Seller.

08 NCNDA, NON-CIRCUMVENTION & CONFIDENTIALITY

8.1 All verified Buyers and Sellers are required to execute the Petrolodex Non-Circumvention, Non-Disclosure, and Confidentiality Agreement (NCNDA) prior to accessing transaction-level information or engaging with Counterparties through the Platform. This agreement protects all parties within the transaction chain for a period of five (5) years from the date of execution.

8.2 NON-CIRCUMVENTION: No party shall, directly or indirectly, contact, solicit, engage, or enter into any business transaction with any counterparty, supplier, buyer, agent, or intermediary introduced through Petrolodex without the prior written consent of Petrolodex. Any attempt to circumvent Petrolodex's role in an introduced transaction, regardless of whether the initial transaction was completed, constitutes a material breach of this Agreement.

8.3 NON-DISCLOSURE: All information disclosed through the Platform, including but not limited to Seller identities, product sources, pricing structures, transaction procedures, Buyer financial details, and proprietary trading methodologies, is strictly confidential. No party shall disclose such information to any third party without prior written authorization from Petrolodex and the originating party.

8.4 CONFIDENTIALITY OF DOCUMENTS: All forms, procedures, offers, agreements, and correspondence exchanged through the PetroloDEX Platform are proprietary and confidential. Recipients may not reproduce, distribute, publish, or transmit any such documents without express written authorization.

8.5 In the event of a breach of the NCNDA or this Section, the aggrieved party shall be entitled to seek immediate injunctive relief without the necessity of proving actual damages, in addition to any other remedies available at law or in equity. The breaching party shall be liable for all profits derived from the circumvention, plus liquidated damages as specified in the NCNDA.

09 SANCTIONS COMPLIANCE & REGULATORY FRAMEWORK

9.1 PetroloDEX operates under a strict zero-tolerance policy with respect to international sanctions. PetroloDEX exclusively trades non-sanctioned commodities originating from non-sanctioned sources, destined for non-sanctioned markets, and facilitated by non-sanctioned parties.

9.2 All Counterparties represent and warrant that they are not, and are not acting on behalf of, any person or entity that is: (a) listed on the OFAC Specially Designated Nationals (SDN) list or any other US Treasury sanctions list; (b) subject to EU, UN, UK, or UAE sanctions or restrictive measures; (c) located in, incorporated under the laws of, or acting on behalf of a sanctioned country or territory; (d) owned or controlled by any sanctioned person or entity.

9.3 PetroloDEX conducts continuous counterparty screening and due diligence using internationally recognized compliance databases. Any Counterparty that is subsequently identified as a sanctioned party, or that is found to have provided false information in their verification documentation, will be immediately disqualified from the Platform and reported to the relevant authorities as required by applicable law.

9.4 All product origins must be verified as non-sanctioned. PetroloDEX will not process transactions involving products originating from, transiting through, or destined for sanctioned jurisdictions, including but not limited to Iran, Russia (where applicable under current sanctions), North Korea, Syria, Cuba, and Venezuela.

9.5 Each Counterparty is solely responsible for ensuring that their use of the Platform and engagement in any Transaction complies with all applicable laws, regulations, and sanctions regimes in their jurisdiction of operation, incorporation, and the destination market.

9.6 PetroloDEX reserves the right to immediately suspend, terminate, or unwind any transaction at any stage if a sanctions risk or compliance concern is identified, without liability to any party.

10 REPRESENTATION & WARRANTIES

10.1 Buyer Representations & Warranties

Each Buyer represents and warrants to PetroloDEX and the Seller that, at the time of submitting any trading document and throughout the duration of any Transaction:

- (a)** It is a legally incorporated entity in good standing in its jurisdiction of incorporation, with full authority to enter into and perform its obligations under the Transaction;
- (b)** All information provided in the Buyer Information Form and Full Verification documents is accurate, complete, and not misleading in any material respect;
- (c)** It has the financial capacity to complete the Transaction at the stated volume and value, as evidenced by the submitted POF or BCL;
- (d)** It holds all necessary import licenses, permits, and regulatory approvals required to receive the product at the stated destination;
- (e)** It is not a Sanctioned Party, and its receipt and use of the product will comply with all applicable laws and sanctions regulations.

10.2 Seller Representations & Warranties

Each Seller represents and warrants to PetroloDEX and the Buyer that:

- (a)** It holds, or is duly authorized to sell, the product at the stated volume and specification, as confirmed by the ATV and Proof of Product documentation;
- (b)** The product is free and clear of all liens, charges, encumbrances, and third-party claims, and the Seller has good and marketable title to transfer;
- (c)** The product originates from a non-sanctioned source and complies with all applicable quality specifications and international standards;
- (d)** All inspection and certification documents provided are genuine, current, and issued by an accredited independent inspection body;
- (e)** It holds all necessary export licenses, permits, and regulatory approvals required to export the product from the country of origin.

11 LIMITATION OF LIABILITY & INDEMNIFICATION

11.1 PetroloDEX acts as an intermediary and verified marketplace platform. PetroloDEX does not take physical possession of any product at any point in the transaction and is not responsible for the physical delivery, quality, or conformity of any product traded between Buyers and Sellers.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PETROLODEX SHALL NOT BE LIABLE TO ANY COUNTERPARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTION, EVEN IF PETROLODEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 PetroloDEX's total aggregate liability to any Counterparty for any claim arising out of or in connection with the Platform or any Transaction shall not exceed the total fees paid or payable by such Counterparty to PetroloDEX in the six (6) months preceding the event giving rise to the claim.

11.4 Each Counterparty agrees to indemnify, defend, and hold harmless PetroloDEX and its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from: (a) any breach of this Agreement by the Counterparty; (b) any misrepresentation in verification or transaction documents; (c) any violation of applicable laws, sanctions, or regulations by the Counterparty; or (d) any circumvention of PetroloDEX's role in a transaction.

11.5 PetroloDEX shall not be liable for any delays, failures, or losses arising from circumstances beyond its reasonable control, including Force Majeure events as defined in Section 13.

12 INTELLECTUAL PROPERTY

12.1 All content, materials, documents, procedures, forms, branding, trademarks, and systems on the PetroloDEX Platform are the exclusive intellectual property of PetroloDEX FZCO and are protected under applicable intellectual property and copyright laws.

12.2 No Counterparty may reproduce, copy, modify, distribute, publish, transmit, create derivative works from, or otherwise exploit any PetroloDEX proprietary content without prior express written authorization from PetroloDEX.

12.3 Any unauthorized use of PetroloDEX's intellectual property, trademarks, trade dress, or proprietary procedures constitutes a material breach of this Agreement and may give rise to civil and criminal liability.

13 FORCE MAJEURE

13.1 Neither party shall be in breach of this Agreement or liable for any delay or failure to perform its obligations if such delay or failure results from a Force Majeure event — meaning any circumstance beyond the reasonable control of the affected party, including but not limited to: acts of God, war, armed conflict, terrorism, government action or sanctions, pandemics, natural disasters, port closures, vessel detention, labor disputes, critical infrastructure failure, or civil unrest.

13.2 The party affected by a Force Majeure event must notify the other parties in writing within 48 hours of the onset of the event, specifying its nature, likely duration, and the obligations affected. Failure to provide timely notice will preclude the affected party from invoking Force Majeure as a defense.

13.3 If a Force Majeure event continues for more than thirty (30) consecutive days, either party may terminate the affected transaction upon written notice, without liability to the other party, save for obligations that arose prior to the Force Majeure event.

14 DISPUTE RESOLUTIONS & GOVERNING LAW

14.1 GOVERNING LAW: This Agreement and all Transactions facilitated through the Petrolodex Platform shall be governed by and construed in accordance with the laws of the United Arab Emirates (UAE), and specifically the laws of the Dubai International Financial Centre (DIFC) to the extent applicable to commercial transactions.

14.2 GOOD FAITH NEGOTIATION: In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement or any Transaction, the parties shall first attempt to resolve the matter amicably through good-faith negotiations for a period of not less than thirty (30) days from the date written notice of the dispute is received.

14.3 ARBITRATION: If the dispute cannot be resolved through negotiation within the prescribed period, the dispute shall be referred to and finally resolved by binding arbitration under the rules of the Dubai International Arbitration Centre (DIAC), with the following conditions: (a) The seat of arbitration shall be Dubai, UAE; (b) The language of arbitration shall be English; (c) The arbitral tribunal shall consist of one (1) arbitrator mutually agreed upon by the parties, or if no agreement is reached, appointed by DIAC in accordance with its rules; (d) The arbitration award shall be final and binding, and may be enforced in any court of competent jurisdiction.

14.4 INTERIM RELIEF: Nothing in this Section shall preclude either party from seeking urgent interim or injunctive relief from a court of competent jurisdiction pending the constitution or conclusion of the arbitral tribunal, particularly in cases involving imminent breach of the NCNDA or misappropriation of confidential information.

14.5 The parties irrevocably submit to the exclusive jurisdiction of the courts of Dubai, UAE, for any matter not referred to arbitration under this Agreement.

15 TERMINATION & SUSPENSION

15.1 Petrolodex reserves the right to immediately suspend or terminate any Counterparty's access to the Platform, and to cancel any pending Transaction, in the event of: (a) any material breach of this Agreement; (b) provision of false, misleading, or fraudulent information in verification documents; (c) identification of any sanctions risk or compliance concern; (d) failure to execute within agreed timelines; (e) attempted circumvention of Petrolodex's role; or (f) conduct deemed detrimental to the integrity of the Platform.

15.2 Upon termination, all confidentiality, non-circumvention, and indemnification obligations shall survive and remain in full force and effect in accordance with their respective terms.

15.3 Termination of access to the Platform does not relieve any party of obligations arising under transactions that were in progress at the time of termination, unless those transactions are specifically cancelled by written mutual agreement.

16 TERMINATION & SUSPENSION

16.1 ENTIRE AGREEMENT: These T&C, together with the NCNDA and any applicable CI/SPA, constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior discussions, representations, and agreements.

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

16.3 WAIVER: No failure or delay by Petrolodex in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of a right preclude any further exercise thereof.

16.4 ASSIGNMENT: No Counterparty may assign, transfer, novate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of PetroloDEX. PetroloDEX may assign its rights and obligations to any affiliate or successor entity without Counterparty consent.

16.5 NOTICES: All formal notices, demands, and communications under this Agreement must be in writing and delivered via: (a) official corporate email to info@petroloDEX.com; or (b) registered courier to Office 1904, Damac XL Tower, Business Bay, Dubai, UAE. Notices sent via personal email addresses or informal communication channels will not be considered valid.

16.6 COUNTERPARTS: This Agreement and any associated transaction documents may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

16.7 LANGUAGE: This Agreement is executed in the English language, which shall be the governing language for all interpretations, disputes, and proceedings. Any translation is for reference only.

17 ACKNOWLEDGEMENT & ACCEPTANCE

By engaging with the PetroloDEX Platform — whether by submitting any form, document, letter of intent, or purchase order, or by entering into any correspondence directed toward a transaction — the Counterparty unconditionally acknowledges and agrees that:

- (1) They have read, understood, and accepted these Terms and Conditions in their entirety;
- (2) They are duly authorized to bind the company they represent to the obligations set forth herein;
- (3) All information provided to PetroloDEX is accurate, complete, and truthful;
- (4) They understand and accept the structured transaction workflow and agree not to deviate from it;
- (5) They accept the governing law and dispute resolution mechanisms prescribed in Section 14;
- (6) They agree to execute and be bound by the PetroloDEX NCNDA as a condition of Platform access.

These Terms and Conditions are governed by the laws of the UAE. PetroloDEX FZCO reserves all rights not expressly granted herein. For questions or clarification regarding these Terms and Conditions, please contact our compliance team at info@petroloDEX.com or call +971-4-558-1599.