

Electronic and Voice Communications Disclaimer

Introduction

Please read the following carefully as it contains the terms and conditions governing any electronic and voice communications (“**Communications**”) between you and Triland. By engaging in electronic and voice communications with Triland you agree to the terms and conditions herein.

The term “**electronic communication**” when used in these terms and conditions shall include instant messages, e-mail and other equivalent means of electronic communication, including any attachments to any of the foregoing. The term “**voice communication**” when used in these terms and conditions shall include any communications over telephone (including softphones) and applications (including, but not limited to, Microsoft Teams, Zoom and Lifesize). References to “**Triland**”, “**we**” or “**us**” are references to Triland Metals Limited and each subsidiary of Triland Metals Limited. A Communication may relate to or be sent from or to Triland Metals Limited or any such subsidiary. The subsidiaries of Triland Metals Limited include Triland Metals Americas Inc. of 151 West 42nd Street, New York, NY 10036, United States of America, Triland Metals MENA Limited of Precinct 4-7th Level- 701, Level 7, Gate District Precinct Building 04, Dubai International Financial Centre, Dubai, United Arab Emirates, Triland Metals Singapore Pte. Ltd. of 3 Temasek Avenue, #32-01 Centennial Tower, Singapore 039190 and Triland Metals Tokyo Ltd. of 3-1 Marunouchi 2-Chome, Chiyoda-Ku, Tokyo 100-8086, Japan.

Triland may amend these terms and conditions at any time without notice. You should check this webpage from time to time to review the current terms and conditions because they are binding on you.

Monitoring and recording of Communications

Triland reserves the right to record and monitor Communications and to retain such recordings of Communications in such manner and at such locations as is determined by Triland in its sole discretion, in each case to the fullest extent required and/or permitted by applicable laws or regulations. You understand that by engaging in Communications with Triland, you are expressly consenting to the recording, storing and monitoring of such Communications. You hereby also authorise Triland to disclose any Communications to our legal advisers and auditors, and where necessary to comply with any applicable laws, rules or regulations, to any government and judicial bodies, regulatory authorities and exchanges. Triland may record any voice communications with or without the use of a warning tone and such records shall be Triland’s sole property.

A copy of any recordings will be available to Triland clients on request for a period of five years and, where requested by the Financial Conduct Authority or other relevant regulatory authority, for a period of up to seven years.

Use of Communications

In no event shall Triland be deemed to have received any Communication made by you unless and until Triland affirmatively confirms its receipt to you or acts in accordance with such Communication.

Triland does not take any liability or responsibility for any loss or damage that results from the use of Communications including, but not limited to, such Communications having been intercepted, not received or not acted upon. You may only cancel your Communications containing instructions if we have not acted upon those instructions. Instructions may only be withdrawn or amended by you with Triland’s consent. You understand that deletion or recall of any electronic communication may not result in Triland failing to receive or view such electronic communication and will not be a valid withdrawal of any request or provision of information.

We are entitled to rely upon Communications (including instructions and the exercise of discretions) from any of your authorised officers, employees, representatives or agents and any Communication or action which we believe in good faith to have originated from you or your authorised officers, employees, representatives or agents regardless of whether you have provided us with a notice of any person or list of persons authorised to act on your behalf and (where you have provided

us with any such notice) regardless of whether the person in question is or is not named on that list. Such Communications or actions will be binding on you.

Data, information and reports

We may, from time to time, post or send data, information, articles and reports written and/or produced by Triland (“**Content**”) via electronic communications. Any such Content posted by us must be read in conjunction with any disclaimer which forms part of it and these terms and conditions. Your attention is drawn to the date of issue of the Content. Any opinions therein are those of the Triland representative(s) who prepared such Content and are subject to change without notice and Triland is not under any obligation to update or keep current the information contained herein.

Triland does not give any representation or warranty, whether express or implied, as to the accuracy, completeness or fitness for any purpose or use of any of the Content. The Content has been prepared on the basis of publicly available information, internally developed data and other sources believed to be reliable and is provided on an “as is” or “as available” basis. Any Content posted by Triland may be subject to change and Triland assumes no responsibility to update or amend any such Content.

All Content communicated by us is for general information only, does not take into account or address the circumstances, investment objectives, risk appetites, financial situations or needs of any particular individual or entity and does not constitute investment advice or an offer to, solicitation for, invitation or suggestion to the purchase of or otherwise deal in any security, financial instrument, product, strategy or service whether offered by Triland or otherwise. Recipients of the Content should make their own trading or investment decisions based upon their own independent skill, judgment, financial objectives and financial resources regarding the appropriateness of investing in any product or instrument referred to in an electronic communication and should understand that statements regarding future prospects of the products or instruments included in them may not be realised. There can be no assurance that the instrument or products or services mentioned in an electronic communication could be sold or bought at such prices from Triland or another party or market participants. Past performance is not necessarily a guide to future performance. Fluctuations in price and other factors may adversely affect the value, price or income of any product, instrument or investment. In no instance should any Content be relied upon as investment advice, guidance or an invitation or recommendation to purchase, hold or sell any investment or strategy. Triland does not provide any financial, tax or legal advice.

The data contained in electronic communication and/or any Content may be obtained from a variety of sources and may be subject to change. Triland and its affiliates disclaim any and all liability for the information, including without limitation, any express or implied representations or warranties for information or errors contained in, or omissions from, the Content in any electronic communications. Triland accepts no liability whatsoever for any direct, indirect or consequential loss or damage arising out of the use of any of the Content.

Accuracy and suitability of information

Unless otherwise agreed or specified by us in writing, an electronic communication is not intended as an official document, offer, solicitation, or confirmation of transaction for the purchase or sale of any product, instrument or service, and Triland makes no representations or warranties as to the completeness or accuracy of such electronic communication or accept responsibility for, or guarantee the electronic communication or any of its contents to be, accurate, timely, secure, error or virus-free. Information provided speaks only as of its date. Except to the extent required by any applicable laws, rules or regulations, we have not undertaken or warranted, and will not undertake or warrant, the completeness or accuracy of any market prices, data and other information and are under no obligation to update the information or otherwise advise you of changes in our opinion or in the research or information we make available to you. Electronic communications may not be copied, duplicated, reproduced, redistributed or disseminated, by any means to any person without the prior written consent of Triland.

Triland only provides investment services and activities to and the electronic communications are only intended for persons who qualify as: (a) “**professional clients**” or “**eligible counterparties**” (as such terms are defined in the relevant rules of the United Kingdom Financial Conduct Authority from time to time); and (b)(i) where the person is located in the

United States of America, “**eligible contract participants**” within the meaning of the Commodity Exchange Act (as amended by the Commodity Futures Modernization Act of 2000); or (ii) where the person is located in the Republic of Singapore, “**accredited investors**”, “**expert investors**” or “**institutional investors**” (as such terms are defined in the Securities and Futures Act (Chapter 289) of Singapore), and to/for whom it would otherwise be lawful to provide such services and activities under applicable laws and regulations.

Confidentiality

Electronic communications may contain privileged or confidential information, or may otherwise be protected by work product immunity or other legal rules. No confidentiality or privilege is waived or lost by any mis-transmission. Triland makes no representation or warranty that electronic messages will be confidential. Electronic messages may be intercepted or accessed by unauthorised or unintended parties, may not arrive at the intended destination, or may not arrive in the form transmitted. Access, copying or re-use of information by non-intended or non-authorised recipients is prohibited. Triland advises against sending sensitive or personally identifiable information via electronic communications and disclaims any and all liability with regard to electronic communications (and the contents therein) if they are corrupted, lost, destroyed, delayed, incomplete, mis-delivered, intercepted, decrypted or otherwise misappropriated by others. If you are not an intended recipient of an electronic communication, please notify the sender immediately, delete it (including all copies of it) and do not read, act upon, print, disclose, copy, retain or redistribute any portion of such electronic communication. Electronic communications are not intended for distribution to, or use by, any person or entity in any location where such distribution or use would be contrary to law or regulation, or which would subject Triland to any registration requirement within such location. Triland does not waive any intellectual property rights it may have in any electronic communication.

Privacy

For further information on how Triland processes your personal information, please see: [Privacy Policy](#).

Marketing

To the extent you have received any marketing communications and do not wish to receive any further marketing communications, please contact marketing@triland.com.

System Failure

In the event of any electronic communications system delay or failure, you are responsible for contacting Triland by alternative means, such as telephone.

Governing Law and Jurisdiction

These terms, conditions and any non-contractual obligations arising out of or in connection with them are governed by and construed in accordance with the laws of England and Wales, and any disputes arising out of in connection with these terms and conditions (including, without limitation, any disputes regarding the existence, validity or termination of these terms and conditions) will be subject to the exclusive jurisdiction of the courts of England and Wales.

Regulatory

Triland Metals Limited is authorised and regulated by the Financial Conduct Authority and a member of the London Metal Exchange. Triland Metals Limited is registered in England No. 1011637 with its registered office at MidCity Place, 71 High Holborn, London WC1V 6BA, United Kingdom.

Triland Metals Americas Inc. is registered with the Commodity Futures Trading Commission as an “Introducing Broker” and is a member of the National Futures Association.

Triland Metals Singapore Pte. Ltd. is a holder of a Capital Markets Services License for Trading in Futures Contracts issued by the Monetary Authority of Singapore.