

**TERMS AND CONDITIONS
FOR BROKERAGE SERVICES PROVIDED BY MAXIGRAIN GROUP**

19 November 2025

These are the Terms and Conditions applicable for and governing brokerage services provided by Broker, MAXIGRAIN Group (including all companies that are part of the group of companies) to its Clients, as well as any relevant Agreement for provision of Brokerage services between the Broker and Client executed in writing orally, which may be in the form of a contract confirmation, Recap, Client's order, or any other Agreement in any form (the "Agreement"). Unless explicitly agreed to the contrary, any Agreement shall be exclusively governed by these Terms and Conditions. These Terms and Conditions are binding between the Client and supersede and replace any other terms and conditions or previous contracts between the Broker and Client. Terms and Conditions shall be deemed incorporated into and made part of any Agreement between the Broker and its Clients. In the event that a written Agreement is concluded between the Broker and the Client, these Terms and Conditions shall prevail over the terms of such written Agreement unless the written Agreement explicitly confirms by the Broker that the terms of the written Agreement take precedence over these Terms and Conditions. General or special terms and conditions in use by the Clients of the Broker shall under no circumstance apply, unless expressly accepted in writing by Broker.

1. DEFINITIONS AND INTERPRETATIONS

In these Terms:

"Agreement" means any Agreement for the provision of brokerage services between the Broker and the Client, whether made in writing or orally, and whether evidenced by a contract confirmation, Recap, client's order or any other document or arrangement in any form, including (without limitation) Agreements concluded by an exchange of messages via Messaging Platforms or through the Parties' conduct.

"Broker" means any company that is a member of the MAXIGRAIN Group, acting as a commercial intermediary in the negotiation and confirmation of contracts for the sale and purchase of goods, negotiation and confirmation of cargo insurance policies and/or certificates issued by insurance companies, or negotiation and confirmation of chartering of vessels or booking of containers for sea or intermodal carriage of the Client's cargoes.

"Brokerage services" mean any services provided by the Broker to the Client and paid by the Client in scope as set out in these Terms.

"Client" means any person or entity engaging the services of the Broker, whether directly or through an agent, regardless of whether the engagement is formalised by contract, email, Recap, Business confirmation or any other document or arrangement in any form. "Client" includes not only the contracting party itself, but also any legal entities forming part of the Client's group of companies, SPVs, successors, assigns as well as any person affiliated with the Client or acting on its behalf, and the beneficial owners of the Client company.

"Counterparty" refers to any third party introduced, proposed, or connected by the Broker to the Client, with the intention of entering into a deal/contract/transaction between the Client and the Counterparty. "Counterparty" includes not only the contracting party itself, but also any legal entities forming part of the Counterparty's group of companies, SPVs, successors, assigns, as well as any

person affiliated with the Counterparty or acting on its behalf, and the beneficial owners of the Counterparty company.

“SPV” means a Special Purpose Vehicle, which is a legal entity created for a specific, limited business objective, such as facilitating a particular transaction or holding certain assets.

“Assignee” means any person or entity to whom rights or obligations under an Agreement are lawfully transferred, whether by assignment, transfer, or otherwise, and who thereby assumes the corresponding benefits and duties under such Agreement.

“Successor” means any person or entity that lawfully succeeds to the rights and obligations of a party under an Agreement, whether by merger, acquisition, reorganisation, or any other form of legal succession, and thereby assumes the corresponding benefits and duties under such Agreement.

“Recap” or “Business confirmation” means a written summary of essential terms of any deal/contract/transaction between the Client and the Counterparty (whether issued by the Broker or agreed through correspondence), including but not limited to all essential terms of sale of commodity, freight or insurance.

“MAXIGRAIN group” means MAXIGRAIN LP together with any and all of its parent companies, subsidiaries, affiliates, associated entities, special purpose vehicles (SPVs), successors, assigns, and any other entities directly or indirectly under common control or ownership with MAXIGRAIN LP.

“Messaging Platforms” include email, WhatsApp, Telegram, Signal, Viber, WeChat, SMS or any comparable digital communication medium commonly used in commercial practice.

“Meeting Platforms” include Zoom, Microsoft Teams, Google Meet or any comparable digital communication medium commonly used in commercial practice.

“Business Day” means a calendar day excluding Saturdays, Sundays and public holidays in country of incorporation of Broker.

“Brokerage Commission” means the fee due to the Broker as consideration for services rendered, as stated in the Recap, Business confirmation, Agreement or otherwise implied by trade custom.

“Dual Representation” means a situation in which the Broker acts, with disclosure and consent, for both the Client and the Counterparty in the same deal/contract/transaction.

“Sanctions” means all applicable trade or economic sanctions, embargoes, or restricted party lists issued by the UK, EU, US, UN or any other relevant state or authority.

“Terms” means these Terms & Conditions in full, including any updates and/or amendments thereto published by the Broker from time to time.

Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; references to “written” or “in writing” shall include electronic communications; and references to any law or regulation shall be construed as including any amendments or replacements thereof.

2. FORMATION OF AGREEMENT AND GENERAL SCOPE

These Terms and Conditions govern the provision and use of brokerage services provided by the Broker to any Client. They apply to all transactions in which the Broker introduces, intermediates, negotiates, or confirms terms of any deal/contract/transaction between the Client and any

Counterparty, including but not limited to contracts for the sale and purchase of goods, insurance policies and/or certificates issued by insurance companies, or charter parties for sea or river vessels or bookings of containers for sea or intermodal carriage of the Client's cargoes.

By sending any Client's order for brokerage services to Broker, by requesting brokerage services, by receiving Recap/Business confirmation without objection within 24 hours, by replying to any message or email issued by the Broker evidencing provision of brokerage services by the Broker to Client, by accepting brokerage services, by any conduct evidencing acceptance of Brokerage services or otherwise engaging with any deal/contract/transaction facilitated or intermediated by the Broker, the Client shall be deemed to have accepted these Terms in full and have entered into Agreement with the Broker incorporating these Terms, whether or not a separate contract with or mandate has been executed between the Client and the Broker.

Any Agreement between Broker and Client shall not be modified or amended unilaterally. Only mutually agreed by both parties' amendments and modifications have legal force, which amendments/modifications must be evidenced in writing.

These Terms operate as both a general public offer and an internal code of practice. They apply to every transaction in which the Broker is materially involved, unless expressly excluded in writing.

3. BROKERAGE SERVICES

The Broker acts as an independent intermediary between the Client and Counterparty in deals/contracts/transaction involving:

- the sale and purchase of agricultural commodities, including but not limited to grains, oilseeds, vegetable oils, pulses, feedstuffs under trade terms such as FOB, CIF, CFR, CPT, DAP, FCA and other; and/or
- chartering of vessels under voyage or time charter parties, including but not limited to GENCON, NYPE, BALTIME, VEGOILVOY, SYNACOMEX and other forms, and/or
- booking of containers for sea or intermodal carriage of the Client's cargoes, and/or
- procurement of insurance policies and/or certificates issued by insurance companies.

In both domains, the Broker facilitates search of Counterparties, introduces the Clients to the Counterparties, assists in the negotiation of principal terms of deals/contracts/transaction between the Client and Counterparty, and issues written confirmations of the commercial understanding reached between Client and Counterparty (i.e. Recaps/ Business confirmations).

Recaps/Business confirmations may be provided in the form of emails, broker notes, messages, or structured summaries. They shall contain all essential elements of relevant deal/contract/transaction.

Each Recap/Business confirmation issued by the Broker shall be deemed a binding and conclusive record of the principal commercial terms of a deal/contract/transaction concluded between the Client and Counterparty, unless the Client objects it in writing within 24 hours of receipt or unless the Recap/Business confirmation is issued with manifest error in essential terms and conditions reached. In the absence of such objection, silence may be taken as acceptance where consistent with the Parties' conduct, established course of dealing and prevailing trade practice.

The Broker does not perform any compliance, legal drafting of documents, cargo inspection, vessel survey, documentary handling or other services not mentioned in these Terms unless explicitly agreed in writing as part of an extended mandate. The Broker's role is intermediary and does not extend to

certification, execution, or enforcement of the final deal/contract/transaction between the Client and the Counterparty.

4. NO PARTNERSHIP OR AGENCY

Nothing in Agreement and/or these Terms shall be interpreted as establishing a partnership, agency, or fiduciary duty between the Broker and the Client or Counterparty, unless specifically agreed.

5. BROKER'S ROLE, LIMITATIONS AND DUAL REPRESENTATION

The Broker acts solely as an independent commercial intermediary and shall not be considered a party to any deal/contract/transaction concluded between the Client and a Counterparty. The Broker does not assume any obligation or liability for the performance, solvency, conduct, or outcome of the deal/contract/transaction. It has no authority to bind, commit, or act on behalf of either party, unless explicitly authorized in writing, which authorization to be acknowledged also in writing.

The Broker's engagement is strictly non-recourse. It does not hold or transfer funds, issue guarantees, or warrant the accuracy of representations made by the Counterparty. The Client is solely responsible for assessing the Counterparty's credit, legal standing, and suitability.

The Broker may be engaged in dual representation, acting for both parties to a deal/contract/transaction, provided such role is disclosed in the Recap/Business confirmation and explicitly acknowledged. In such cases, the Broker undertakes to remain neutral and impartial, protect the confidentiality of each side, and avoid favouring either party. Where a material conflict of interest arises which cannot be managed through disclosure and impartiality, the Broker reserves the right to withdraw from the deal/contract/transaction without liability.

Where multiple brokers are involved in a chain of any introduction, negotiation or conclusion of any deal/contract/transaction, the Broker shall be responsible only to its direct Client and shall not be liable for the conduct, accuracy, or commissions of any upstream or downstream broker.

The Broker shall not be responsible for, nor liable to pay, any commissions claimed by other brokers unless expressly agreed in writing.

6. OBLIGATIONS OF BROKER

Broker shall perform the Brokerage Services with reasonable skill, care and diligence expected of a professional provider, acting as an independent intermediary and remaining neutral, without assuming fiduciary duties.

The Broker, on the order of the Client, shall search for potential Counterparties for the Client. Broker shall carry out negotiations with potential Counterparties about essential terms of deal/contract/transaction as proposed by the Client.

Broker shall protect interests of the Client in negotiations to the extent not affecting the Broker's independence and reasonable impartiality.

Broker shall provide to the Client reports about potential Counterparties and results of negotiations. Broker shall provide the Client with all additional information, available to the Broker at the time of

research and needed to enable final decision of the Client on conclusion of relevant deal/contract/transaction.

Broker shall issue Recaps/Business confirmations as a result of conclusion of relevant deal/contract/transaction between Client and Counterparty.

Broker shall act as intermediary during performance of relevant deals/contracts/transactions and forward and facilitate all communications between the Client and Counterparty until full performance of relevant deal/contract/transaction, provided that the Broker's Commission is paid by the Client as provided in these Terms.

7. OBLIGATIONS OF CLIENT

The Client undertakes to:

- provide complete, accurate and timely information necessary to enable the Broker to perform its services efficiently.
- respond to any Recap/Business confirmation, request for confirmation, or commercial offer within a commercially reasonable time, and in any case within 24 hours unless otherwise agreed;
- ensure that all deals/contracts/transactions arranged with or through the Broker comply with applicable laws, trade regulations, sanctions, and restrictions, including KYC and AML standards;
- cooperate in good faith and refrain from making materially misleading statements or withholding material facts relevant to the deal/contract/transaction;
- notify the Broker immediately of any potential conflict, non-performance, or material change in the deal/contract/transaction or its Counterparty;
- not engage in direct dealings with any party introduced by the Broker in connection with the same or related deal/contract/transaction without the Broker's written consent;
- not attempt to delay, reduce, withhold or set off Brokerage Commission based on any disputes with the Counterparty, unless expressly authorised by the Broker.

The Client agrees to provide any due diligence documents reasonably requested by the Broker in order to comply with internal risk policies or external regulations.

The Client acknowledges that Broker has the right to suspend its services or withdraw from any deal/contract/transaction where, in the Broker's reasonable view, the Client's conduct poses a reputational, regulatory, or commercial risk for the Broker without prejudice to any commission already earned/due.

8. BROKERAGE COMMISSION AND PAYMENT TERMS

Brokerage Commission at rate and on the terms mentioned in the Agreement between the Broker and Client shall be considered to have been earned on the date of Recap/Business confirmation and shall become due on the date/s hereinafter prescribed goods lost or not lost, deal/contract/transaction fulfilled or not fulfilled in whole or in part and irrespective of any dispute between the Client and the Counterparty.

The brokerage commission shall be received on the Broker's bank account without any deductions or set off not later than within 10 (ten) business days from the date of Recap/Business confirmation in accordance with the Broker's invoice, time of payment being of the essence. Commission shall be

paid in USD or EUR (depending on currency of the Broker's invoice) or in any other currency mutually agreed by the Broker and Client.

If any withholding or deduction is required by law, the Commission shall be grossed up so that the Broker receives the amount it would have received absent such withholding or deduction.

If any Commission payment is late, interest shall accrue at 8% per annum, calculated on a daily basis from the due date until payment in full (time being of the essence).

In the event that any payment is not made on time or should the rate of interest applicable not be paid in any case where delayed payment is accepted, a dispute shall be deemed to exist which may be referred to arbitration in accordance with the Arbitration Clause herein.

9. COMMUNICATION AND EVIDENCE

All commercial communications between the Broker and the Client, including offers, counteroffers, Recaps, Business confirmations, and notices, may be conducted via email or recognised Messaging Platforms, including but not limited to WhatsApp, Telegram, Signal, or similar.

Any communication transmitted by such means shall be considered legally valid and binding upon transmission, provided it originates from a business-identified contact or previously used and accepted channel between the parties.

A Recap/Business confirmation or other confirmation sent by the Broker shall be deemed accepted and binding unless the Client explicitly objects in writing within 24 hours of receipt. Silence or performance following receipt shall constitute acceptance.

The Broker and the Client agree that screenshots, message logs, and email threads may be submitted as admissible and enforceable evidence in any dispute resolution process, including arbitration or litigation. The burden of proof shall not exclude digital communication formats, and the absence of a signed paper contract shall not affect enforceability.

All notices under these Terms, including those relating to commission claims or arbitration, shall be deemed properly served when sent to the latest known email address or business messaging account used by the parties in their prior course of dealing.

10. CONFIDENTIALITY

Each party agrees to keep strictly confidential all non-public commercial information, trade terms, counterparties, pricing, specifications, and communications exchanged in connection with any deal/contract/transaction or potential deal/contract/transaction introduced or brokered under these Terms (the "Confidential Information").

Confidential Information shall not be disclosed to any third party without prior written consent of the other party, unless:

- disclosure is required by law, regulation, or competent authority;
- the information is or becomes publicly available other than through breach of this clause;
- the disclosure is made to a party's professional advisers, employees, or affiliates who are subject to equivalent confidentiality obligations;

- such disclosure is necessary to protect the disclosing party's legal rights in any arbitration, litigation, or enforcement proceeding arising from the Agreement, deal/contract/transaction.

This obligation shall survive the completion or termination of the Brokerage Services for a period of five (5) years.

The Client acknowledges that the Broker may be required to store or report certain transaction data under applicable regulatory, compliance, or anti-money laundering obligations, and such use shall not constitute a breach of confidentiality.

11. COMPLIANCE

The Broker collects, processes, and stores personal and transactional data solely for the purposes of:

- performing Brokerage Services and maintaining a record of deals/contracts/transactions;
- complying with applicable legal obligations, including anti-money laundering (AML), know-your-customer (KYC), and sanctions screening;
- resolving disputes, enforcing commission rights, and responding to regulatory or judicial inquiries.

The Broker shall take reasonable steps to ensure that data is held securely and in compliance with applicable data protection laws, including the UK Data Protection Act and EU General Data Protection Regulation (GDPR), where relevant.

The Client acknowledges and agrees that all commercial communications between the Broker and the Client (including offers, counteroffers, Recaps, Business Confirmations, and notices) may be conducted via Messaging Platforms or Meeting Platforms and relied upon as admissible and enforceable evidence. The following categories of electronic materials may be collected and used for evidencing communications and agreements, including Recaps/Business Confirmations and commission terms:

- (a) message contents and associated metadata (timestamps, sender/recipient, delivery/read status) and screenshots or exported logs from Messaging Platforms;
- (b) email headers, server logs, and audit trails;
- (c) call detail records (CDRs), call logs and, where lawful, audio recordings of telephone calls (mobile, landline or via Messaging Platforms);
- (d) Meeting Platform artefacts, including attendance/participant reports, chat logs, screen-sharing captures, whiteboard exports, AI- or platform-generated transcripts, and, where lawful, audio/video recordings;
- (e) calendar invitations, acceptance logs and any contemporaneous notes taken by the Broker.

Where applicable law requires notice and/or consent for recording, each Party hereby gives such consent by engaging in communications with the Broker after having been notified that communications may be recorded and retained for the limited purposes of evidencing Recaps/Business Confirmations, enforcing Commission, and resolving disputes. The Broker shall provide a clear recording notice at the start of each call or meeting. The Parties waive any objection to the admissibility of the above materials solely on the basis of their electronic form and agree that platform metadata and audit trails constitute prima facie evidence of authenticity, without prejudice to either Party's right to challenge specific items for proven tampering.

The Client consents to the retention of communications, Recaps/Business Confirmations, and transaction records for a minimum period of six (6) years, or longer where required by law or contractual necessity. The Broker will store and process such records in compliance with applicable data-protection law, restrict access on a need-to-know basis, and retain them for no longer than reasonably necessary for the purposes above.

The Client may request access to, or correction or deletion of, their personal data held by the Broker, subject to legal and regulatory limitations. Requests must be submitted in writing to the Broker's designated compliance contact.

The Broker shall not be liable for any loss or delay arising from the Client's failure to provide accurate or complete data necessary to fulfil legal obligations or internal compliance procedures.

12. NO GUARANTEE AND RISK DISCLAIMER

The Broker does not warrant or guarantee the success, profitability, suitability, enforceability, or outcome of any deal/contract/transaction introduced, facilitated, or recapped under these Terms.

All commercial decisions, including whether to proceed with a deal/contract/transaction, select a Counterparty, accept contractual terms, or rely on representations made during negotiations, remain solely the responsibility of the Client. The Broker shall not be liable for any reliance placed by the Client on commercial opinions, Counterparties' statements, or indicative market information.

Any market advice, commentary, pricing estimate, or informal evaluation provided by the Broker is given strictly for informational purposes and shall not be considered binding, authoritative, or sufficient for the Client's own risk management, hedging, or compliance purposes.

The Client acknowledges that deals/contracts/transactions brokered involve inherent risks, including price volatility, operational uncertainty, credit risk, and legal or regulatory exposure. The Broker shall have no liability for any direct or indirect loss suffered as a result of such risks materialising, whether or not they were foreseeable.

13. LIMITATION OF LIABILITY AND INDEMNITY

The Broker shall not be liable under any circumstances whatsoever for any Client's or any third party's claims, indirect or consequential loss or damage of any nature or any loss of profit or special damages of any nature and whether in the contemplation of the parties or not which the Client may suffer as a result of any failure, negligence or breach by the Broker of its obligations under the Agreement.

The Broker's total liability arising out of or in connection with the provision of Brokerage Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to an amount not exceeding the total Commission actually received by the Broker in respect of the relevant deal/contract/transaction.

The Broker in any event shall not be liable for:

- any indirect, consequential, incidental, exemplary, or punitive damages;
- loss of profit, loss of opportunity, reputational harm, or anticipated savings;
- any liability arising from the acts, omissions, default, or insolvency of any Counterparty introduced to the Client.

Nothing in these Terms shall limit the Broker's liability for fraud, wilful misconduct, or death or personal injury caused by its own negligence, to the extent such limitation is prohibited by law.

The Client shall indemnify and hold harmless the Broker from and against any claims, damages, losses, liabilities, costs, or expenses (including legal fees) arising from:

- the Client's breach of these Terms or any applicable law or regulation.
- any third-party claim resulting from the Client's acts, omissions, or failure to perform contractual obligations.
- any penalty or cost incurred by the Broker as a result of acting on the Client's instructions in good faith.

This clause shall survive the termination or completion of the Broker's services.

14. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance of its obligations under the Agreements and/or these Terms to the extent such failure or delay is caused by an event or circumstance beyond its reasonable control (a "Force Majeure Event").

Force Majeure shall constitute grounds for release from liability for non-performance of obligations only in the event of an objective impossibility to fulfil such obligations, which must be duly evidenced by a certificate or other official document issued by the relevant Chamber of Commerce and Industry. The burden of proof regarding the existence and duration of the Force Majeure Event shall rest with the affected party. Failure to provide such documentary evidence shall preclude reliance on this clause to claim exemption from liability.

Notwithstanding the foregoing, a party affected by a Force Majeure Event may not invoke such event as grounds for relief from performance of its obligations if the circumstances constituting the Force Majeure Event already existed at the time of entering into the Recap/Business confirmation and were known to, or ought reasonably to have been known by, the affected party.

The affected party shall notify the other party in writing as soon as reasonably practicable of the occurrence of the Force Majeure Event, providing sufficient detail as well as to use reasonable efforts to mitigate the consequences and resume performance as soon as possible.

If a Force Majeure Event persists for more than 30 consecutive days, either party may terminate the affected Agreement upon written notice, without further liability except for accrued rights.

Force Majeure shall not release the Client from its obligation to pay commission earned by the Broker prior to the occurrence of such event, nor shall it excuse a failure to comply with obligations that had already matured at the time the event began. Force Majeure shall not release Client from obligation to pay Commission where the Broker has already earned such Commission by arranging or facilitating a deal/transaction, irrespective of whether such transaction is later frustrated.

15. NON-CIRCUMVENTION

The Client undertakes that it shall not, directly or indirectly, circumvent the Broker, nor attempt to negotiate, contract or otherwise deal (including on its own behalf with any Counterparty or any other third party, where such party has been introduced to the Client by the Broker in connection with the

Brokerage Services. This undertaking shall apply during the term of providing Brokerage Services to the Client and for a period of 24 (twenty-four) months following fulfilment, termination or expiry (which event last expires) of Agreement. In the event of any breach of this clause, the Client shall remain liable to pay to the Broker the full amount of Brokerage Commission that would have been payable had the Broker been involved in the relevant deals/contracts/transactions, without prejudice to any other rights or remedies available to the Broker at law or in equity.

The non-circumvention obligation also covers any repeat or subsequent transactions (“Repeat Deals”) between the Client and any Counterparty or third party previously introduced by the Broker. If within the 24 months after the Agreement ends the Client enters into any new Agreement, contract or transaction with such party, regardless of the Broker’s involvement, the Client shall pay the Broker the same Brokerage Commission as if the Broker had participated.

16. ASSIGNMENT

No party may assign, subcontract or encumber any right or obligation under Agreement and/or these Terms, in whole or in part, without the other’s prior written consent (such consent not to be unreasonably withheld or delayed).

17. WAIVER

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement and/or these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law shall prevent any future exercise of it or the exercise of any other right, power or remedy.

18. SEVERANCE

If any provision of Agreement and/or these Terms (or part of any provision) is or becomes illegal, void, invalid or unenforceable, the legality, validity and enforceability of any other provision of Agreement and/or these Terms shall not be affected.

19. THIRD PARTY RIGHTS

No one other than a party to Agreement incorporating these Terms, their successors and permitted assignees shall have any right to enforce any of its provisions.

20. DOMICILE AND GOVERNING LAW

Any Agreement between Broker and Client incorporating these Terms shall be deemed to have been made in England and the construction, validity and performance thereof shall be governed in all respects by English Law.

21. ARBITRATION CLAUSE (DISPUTES RESOLUTION)

The parties agree to attempt in good faith to resolve any dispute, controversy, or claim arising out of or in connection with Agreement and/or these Term through direct communication and without resort to arbitration or litigation. A written notice of dispute shall be submitted to the other party, following which the parties shall have 5 (five) business days to resolve the issue amicably. If no resolution is reached, the matter shall proceed to binding arbitration as set out below.

Depending on the nature of the deal/contract/transaction intermediated by the Broker, in connection with which the Brokerage Commission has been earned, disputes between Broker and Client shall be resolved as follows:

- if the deal/contract/transaction relates to the sale or purchase of grains, pulses, feedstuffs or similar agricultural commodities, the dispute shall be resolved under GAFTA Expedited Arbitration Procedure Rules No. 126 current as of the date of Agreement.
- if the deal/contract/transaction relates to the sale or purchase of fats, oilseeds, vegetable oils, or similar agricultural commodities, the dispute shall be resolved under FOSFA Rules of Arbitration for Brokerage Commission and Interest current as of the date of Agreement.
- if the deal/contract/transaction relates to chartering, freight brokerage, booking of containers for sea or intermodal carriage of the Client's cargoes or insurance brokerage, the dispute shall be resolved under the LMAA Small Claims Procedure current as of the date of Agreement;
- where the dispute simultaneously involves two or all of elements (i.e. commodity brokerage, freight brokerage and insurance brokerage), the dispute shall be resolved under the LMAA Small Claims Procedure current as of the date of Agreement.

All arbitration proceedings shall be conducted in English, seated in London, and governed by English law.

Time bars, tribunal appointment procedures, and cost allocations shall follow the rules of the applicable arbitration rules.

The Broker's right to commission shall not be suspended or extinguished merely due to the pendency of any dispute.

Any arbitral award rendered pursuant to this clause shall be final and binding and may be enforced in any court of competent jurisdiction, including in jurisdictions outside the United Kingdom, in accordance with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards (1958).

Nothing in these Terms or relevant arbitration rules shall restrict the Broker's right to seek interim or injunctive relief in any court of competent jurisdiction, including freezing orders, asset tracing, or preservation measures in support of arbitration or commission enforcement.

These Terms shall prevail over any conflicting provisions contained in Recaps, Business confirmations, Agreements, or correspondence unless such provisions are expressly stated to take precedence over these Terms and are explicitly confirmed in writing by the Broker.