

MCT TRADE PLATFORM TERMS, TRADING AGREEMENT & COMMISSION POLICY

Effective Date: _____

Governing Law: Republic of South Africa

1. INTRODUCTION

This Platform Terms, Trading Agreement and Commission Policy (“Agreement”) governs access to and use of the MCT Trade online platform (“Platform”), operated by MCT Trade (“MCT”).

By registering on the Platform, whether as a buyer or seller (“User”), the User confirms that they have read, understood, and accepted this Agreement in full. Acceptance of this Agreement constitutes a legally binding contract between the User and MCT.

Registration and participation on the Platform are conditional upon acceptance of these terms.

2. ROLE AND STATUS OF MCT TRADE

MCT Trade operates solely as a neutral commodities trading platform and transaction mediator.

MCT facilitates introductions, communication, negotiation support, and transaction coordination between buyers and sellers of commodities.

MCT does not:

- act as a buyer or seller;
- take ownership, possession, or title of any goods;
- act as an agent, principal, partner, guarantor, or fiduciary;
- provide financing, insurance, or payment guarantees.

All transactions concluded via the Platform are entered into directly between the Buyer and Seller.

Company Directors:

Pieter J Nieman. Everhardus J Nieman.

3. REGISTRATION, REPRESENTATIONS AND VERIFICATION

Users must provide accurate, complete, and current information during registration.

By registering, the User represents and warrants that:

- they are legally authorised to enter into binding contracts;
- they have authority to act on behalf of the registered entity;
- all information supplied is truthful and not misleading.

MCT reserves the right to request verification documents and to approve, suspend, or revoke Platform access at its sole discretion.

4. TRADING PROCESS

Transactions conducted via the Platform generally follow this process:

1. User registration and approval;
2. Listing of commodities by Sellers or enquiries submitted by Buyers;
3. Commercial negotiation facilitated by MCT;
4. Execution of a Sale and Purchase Agreement ("SPA") directly between Buyer and Seller;
5. Delivery, inspection, and acceptance in accordance with the SPA;
6. Settlement of payment between Buyer and Seller;
7. Commission settlement payable to MCT in accordance with Clause 6.

MCT may assist administratively but is not a party to the SPA.

5. COMMODITIES, SPECIFICATIONS AND INSPECTION

Commodities traded via the Platform may include coal, gold, platinum group metals, chrome, and related mining materials.

All specifications, including quality, grade, calorific value, ash content, sizing, yield, volumes, tolerances, delivery terms, and inspection requirements, are agreed exclusively between Buyer and Seller and recorded in the SPA.

Independent inspection agencies may be appointed by agreement between the parties.

6. COMMISSION STRUCTURE

MCT Trade charges a commission equal to two percent (2%) of the gross transaction value, exclusive of Value Added Tax ("VAT").

The commission is payable by the Seller only. No commission is payable by the Buyer.

Commission becomes due and payable upon successful completion of the transaction, defined as:

- receipt of buyer payment in accordance with the SPA; and
- fulfilment of delivery obligations by the Seller.

VAT shall be charged where applicable in accordance with South African law.

7. PAYMENTS AND FUNDS

All payments for commodities are made directly between Buyer and Seller unless otherwise expressly agreed in writing.

MCT does not receive, hold, control, or escrow transaction funds unless specifically agreed in writing.

MCT bears no responsibility for payment default, delays, or currency risks.

8. RISK ALLOCATION AND LIMITATION OF LIABILITY

All Users trade on the Platform at their own commercial risk.

MCT shall not be liable for:

- quality or specification disputes;
- delivery delays or failures;
- non-payment or late payment;
- force majeure events;
- losses arising from contractual breaches between Buyer and Seller.

Users indemnify and hold harmless MCT against all claims, losses, or damages arising from Platform transactions.

9. CONFIDENTIALITY AND NON-CIRCUMVENTION

All commercial information exchanged via the Platform is confidential.

Users shall not circumvent MCT by transacting directly with counterparties introduced via the Platform for the purpose of avoiding commission.

This non-circumvention obligation survives termination of Platform access.

10. TERMINATION AND SUSPENSION

MCT reserves the right to suspend or terminate User access at any time for breach of this Agreement, misrepresentation, unlawful conduct, or reputational risk.

Termination does not affect accrued commission rights or surviving obligations.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

The courts of South Africa shall have exclusive jurisdiction over disputes arising from this Agreement.

12. ACCEPTANCE AND SIGNATURE

By registering on the MCT Trade Platform, the User acknowledges acceptance of this Agreement and agrees to be legally bound by its terms.

USER ACCEPTANCE DETAILS

Registered Name: _____

Company Name: _____

Company Registration Number: _____

Authorised Signatory: _____

Signature: _____

VAT Registration Number: _____

Date: _____

I (Name and Surname) _____ Herby acknowledge that I have read and understood the terms and conditions of the above. (MCT TRADE PLATFORM TERMS, TRADING AGREEMENT & COMMISSION POLICY) and all information given is correct and to date.

For and on behalf of the company

Name: _____

The Seller/Buyer/Interested party

SIGNED at _____ on this the ____ day of _____ 2026

Company Directors:

Pieter J Nieman. Everhardus J Nieman.