

TERMS OF USE

Effective Date: March 03, 2026

We are Maison du Commerce du Togo, a wholly state-owned company incorporated in the Republic of Togo, RCCM number TG-LFW-01-2026-B14-00001, whose registered address is at Kodjoviakope Ancien Batiment Togo Invest, Lome, the Togolese Republic (the “Company”, “we”, “us”, or “our”).

1. Introduction and Acceptance of Terms

These Terms of Use (the “Terms”) constitute a binding agreement between the Company and any person or entity that accesses or uses the Company’s Platform as a Client (“User” or “you”).

By accessing, registering on, or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms, along with any additional policies or notices published on the Platform. If you do not agree, please do not use the Platform or any Services provided through it.

2. Eligibility and Onboarding

2.1. Eligibility Criteria

To use the Platform or any of the Services, you must:

- (a) If you are an individual:
 - (i) be at least 18 years old or the age of majority in your jurisdiction;
 - (ii) have full legal capacity to enter into binding contracts.
- (b) If you are a legal entity (such as a corporation, partnership, or trust):
 - (i) be duly organized, validly existing, and in good standing under the laws of your jurisdiction of formation;
 - (ii) have the full power and authority to enter into these Terms and to perform your obligations hereunder.
- (c) Not have previously been suspended or removed from the Platform;
- (d) Not be acting on behalf of a person or entity prohibited from using the Services;
and
- (e) Complete the onboarding and verification process prescribed by the Company in accordance with its internal compliance policies and Applicable Law.

2.2. Onboarding as a Client

During onboarding you shall provide accurate, current, and complete Personal and/or Corporate Information, including identification, business registration, bank details, and any documentation required under KYC and customer due diligence (CDD) procedures.

The Company reserves the right to request additional information, conduct background checks, or decline any application at its discretion.

Your access to the Services shall commence only after successful verification and approval by the Company.

2.3.Verification and KYC Compliance

The onboarding shall be subject to the Company's verification and due diligence requirements, which may be conducted manually or electronically through the Platform or authorised third-party systems. Users must promptly notify the Company of any change to their contact, identification, banking, or business information provided during onboarding or use of the Platform. The Company may request updated documents or re-verification and may suspend access to the Platform or Services until such updates are completed. The Company shall not be liable for any loss or delay resulting from a User's failure to provide accurate or updated information.

2.4.Account Activation and Access Credentials

Upon successful onboarding, the User will receive login credentials for the Platform. The User is responsible for maintaining the confidentiality of their login details and for all activities carried out under their Account.

The Company shall not be liable for any loss or damage arising from unauthorised use of an Account due to the User's negligence or disclosure of credentials.

3. Use of the Platform and User Responsibilities

2.1.General

You agree to use the Platform and Services solely for lawful purposes and in accordance with these Terms. You shall not use the Platform for any activity that is fraudulent, abusive, misleading, or in violation of Applicable Law.

You are responsible for ensuring that all information you provide through the Platform is true, accurate, and complete. The Company relies on the accuracy of your information to process transactions and perform compliance checks.

The Company shall make reasonable efforts to ensure that the Platform operates securely and efficiently. However, the Platform may be subject to maintenance, updates, or service interruptions. The Company shall not be liable for any loss resulting from temporary unavailability, downtime, or technical issues beyond its control. The Company reserves the right to monitor usage of the Platform for security, compliance, and risk-management purposes. By using the Platform, you consent to such monitoring and acknowledge that the Company may suspend or restrict access where any suspicious or prohibited activity is detected.

All communications from the Company, including transaction confirmations, updates, and notices, may be delivered through the Platform, email, or SMS. You are responsible for maintaining current contact details and for promptly reviewing all notifications.

2.2. Your Warranties

You represent and warrant that:

- (a) you are resident in or have a permanent establishment and/or business registration in the country stated as your address during the application process;
- (b) you have, and shall continue to have, the full right, power and authority to enter into and carry out your obligations under these Terms, and the provision of the Services will not result in a breach of any agreement to which you are bound;
- (c) you shall perform your obligations under these Terms with all due care and skill and in accordance with all Applicable Law and regulation and shall take such steps as may be required to ensure that in discharging or performing your obligations pursuant to these Terms you act in compliance with Applicable Law.

2.3. Your Responsibilities

You agree that you will not, directly or indirectly, use the Platform or Services for any unlawful, fraudulent, abusive, or prohibited purpose. Without limiting the generality of the foregoing, you shall not:

- (a) engage in or facilitate any activity that constitutes money laundering, terrorism financing, fraud, tax evasion, or corruption, or that violates any Applicable Law;
- (b) use the Platform in any matter related to prohibited goods or services, including but not limited to weapons, narcotics, illegal gambling, counterfeit products, human trafficking, or activities involving exploitation or harm to minors;
- (c) attempt to circumvent currency control, foreign exchange, tax, customs regulations or trade restrictions of any relevant jurisdiction;
- (d) misrepresent the nature, purpose, or source of any transaction, including providing false, incomplete, or misleading information about the User, the User's counterparty, or transaction purpose;
- (e) impersonate any person or entity, misrepresent your affiliation with any person or entity, or use another User's account without authorisation;
- (f) interfere with, disrupt, or compromise the security, functionality, or integrity of the Platform or any system, server, or network connected to it;
- (g) attempt to reverse-engineer, decompile, copy, resell, rent, or exploit any portion of the Platform, including the software, interface, or proprietary information related to the Platform;
- (h) upload or transmit any material that contains malware, viruses, or harmful code, or otherwise attempt to gain unauthorised access to the Platform's systems or data; or
- (i) use the Platform in any manner that infringes upon intellectual property rights, privacy rights, or data protection laws of any person or entity.

The Company reserves the right to suspend or terminate your Account, report to relevant authorities, and take any action it deems necessary if you engage in or are suspected of engaging in any prohibited activity listed above.

4. Scope and Use of Services

4.1.Nature of the Services

The Platform provides a secure digital environment through which Users may access the Company's wide range of services related to facilitation of international trade, such as, without limitation (i) trade brokerage, (ii) customs and logistics intermediary, (iv) search for and verification of counterparties, (v) search for and negotiation of best commercial terms for transactions and payments, (vi) new markets search and entry, (vii) consulting, and related facilitation services (the "Services").

The Company acts solely as a trade intermediary between Users and Third Party Providers. The Company is not a bank, deposit-taking or other financial institution, foreign-exchange dealer, customs broker or investment adviser. All money settlements and licensed activities (if applicable) are carried out through regulated financial institutions and Third Party Providers.

The Company engages Third Party Providers selected in its discretion to perform the Services.

4.2.Submitting Instructions

To request a Service you shall fill in and submit an instruction to us via the Platform. The Platform shall specify the information required to submit the instruction.

Any communications or instructions relating to Services must be made via the Platform in order to be valid. Unless as otherwise agreed between you and us, we are not obliged to accept or effect any instructions communicated by other means.

Where you are a legal entity, you may authorise a number of persons such as officers, employees or agents as an Authorised User. In order to be an Authorised User, these person(s) are subject to the identity verification and due diligence procedures outlined at Clause 2 above.

You agree to inform us immediately in writing of any changes to any personal or identification information and/or that of any Authorised Users who to give instructions on your behalf, and to provide any documentation relevant to these changes. We may, in the event of such a change or in our absolute discretion, request additional information and/or documents from you as required to comply with anti-money laundering and counter terrorist financing obligations.

You agree to provide, without undue delay, all necessary documents and/or information that we may reasonably require. We reserve the right to decline to effectuate any instructions until our requests are resolved. If any of the requested information is not provided by you, we shall not bear any liability for any damage resulting therefrom and may decide not to proceed with the instruction.

You accept that you will be solely liable for any damages caused by the transmission of false, inaccurate, misleading, outdated or incomplete data. Where it is necessary to translate, or verify the authenticity, accuracy, validity, and/or completeness of documents received in relation to our requests for additional information, you agree that we shall only be liable for gross negligence where we did not adequately fulfil these obligations.

4.3.Executing Instructions

Your instruction for Services will be executed only upon its acceptance for processing by the Company and Third Party Providers. The Company reserves the right to reject, delay, or cancel your instruction if the amount received is insufficient or if verification cannot be completed.

Timing of execution of your instruction is typically from one (1) to five (5) Business Days. Delays may occur due to compliance verification, intermediary bank or Third Party Provider procedures, foreign-exchange control measures, public holidays in the destination jurisdiction or other events beyond the control of the Company or its Third Party Providers. The Company shall not be liable for any delay in execution of your instruction arising from causes beyond its reasonable control, including delays caused by Third Party Providers, regulators, or correspondent banks.

4.4.Revocation of Instructions

You may cancel your instruction before it has been accepted by the Company.

You accept and agree that, because we commence processing instructions upon their acceptance, we are unable in most circumstances to cancel or amend an instruction that you give us after its acceptance by the Company. Where we do offer a service of attempting to do so, we may levy a charge for this, irrespective of whether it is successful or not. In all cases, if we are able to stop the instruction, we shall notify you of this in writing.

4.5.Declining Instructions

The Company may, at its discretion or as required by Applicable Law, decline execution of your instruction.

Without limiting the generality of the foregoing, we can decline to act on any instruction you give us, if:

- (a) we have not been provided with all the requested information in respect of that instruction;
- (b) there are insufficient funds in place to fulfill the instruction;
- (c) we consider, in our absolute discretion, that you did not give us the instruction;
- (d) the instruction is unclear, incomplete or not in the required form;
- (e) we consider, in our absolute discretion, that executing the instruction may contravene Applicable Law;

- (f) we reasonably suspect that fraud or other criminality is taking place, or that executing the instruction would be contrary to our obligations in respect anti-money laundering or terrorist financing; or
- (g) we reasonably believe that carrying out the instruction may damage our reputation or that of a Third Party Provider.

If we refuse to act on your instructions, we will notify you in writing, via e-mail or any other form of communication agreed between you and us, if permitted by Applicable Law.

5. Invoiced Amount. Exchange Rate

[No later than one (1) Business Day upon acceptance of the User's instruction by the Company,] the User shall transfer the Invoiced Amount to the designated wallet or bank account as provided on the Platform.

The exchange rate(s) applicable at any specific point in time for conversion of your funds into the Invoiced Amount can be viewed on the Platform and may include a margin.

You acknowledge and agree that if there is a delay between you submitting an instruction and us accepting it, the applicable exchange rate may change. The exact rate at which your exchange was executed will be available to you on the Platform following the execution of each instruction. Notwithstanding that an exchange rate is agreed at the time we accept your instruction we cannot guarantee the same rate of exchange will apply to any other instructions.

6. Fees and Charges

You agree to pay all fees, commissions, duties, charges and other amounts that may be due, as well as any and all charges incurred by us on your behalf as a result of providing the Services (the "Fees"). These are set out in the Schedule of Fees and Charges which is available on the Platform.

The Fees are payable simultaneously with and by the same method as transfer of the Invoiced Amount in accordance with Clause 5.

7. Data Protection and Privacy

You agree and accept that we may communicate information concerning you, your representatives and beneficial owners (in case of legal entities) to Third Party Providers, other specialised intermediaries, such as SWIFT (Society for Worldwide Interbank Financial Telecommunication), and regulatory authorities where required to perform the Services or comply with Applicable Law.

As part of these Terms, you hereby expressly consent to all items of information required for the proper execution of instruction to be communicated to any relevant third parties connected to the performance of the Services.

Where you are a company, you confirm that you have informed all of your representatives and beneficial owners of the existence and content of the instructions and authorisations to data transfers set out in these Terms. You also confirm having obtained the requisite consent and the mandate to consent on their behalf to all data transfers set out in these Terms.

Our Privacy Policy is available at <https://amani-ai.com/privacy-policy>.

8. Intellectual Property

All rights, title, and interest in and to the Platform, including its software, source code, user interface, design, graphics, trade names, trademarks, service marks, logos, content, and all related documentation or materials (collectively, the “Intellectual Property”), are owned by the Company or licenses to the Company. Use of the Platform does not grant any User any ownership or proprietary rights in the Intellectual Property, other than the limited license expressly provided in these Terms.

Subject to compliance with these Terms, the Company grants Users a non-exclusive, non-transferable, revocable license to access and use the Platform and Services solely for lawful purposes and in accordance with these Terms. This license does not authorise Users to reproduce, modify, distribute, create derivative works from, publicly display, or commercially exploit any part of the Platform or its content. Users shall not, directly or indirectly: (a) copy, modify, distribute, transmit, display, perform, reproduce, publish, license, or create derivative works from any part of the Platform; (b) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the Platform; (c) remove or obscure any copyright, trademark, or proprietary notice appearing on the Platform; (d) use any robot, scraper, or automated means to access the Platform or collect information without the Company’s prior written consent; (e) rent, lease, sublicense, or provide access to the Platform to any third party; or (f) use any of the Company’s trademarks, trade names, or logos without prior written approval.

The Platform may include content, APIs, or software components provided by third parties (“Third-Party Tools”). Such tools are licensed to the Company and made available to Users under the applicable terms of those third parties. The Company makes no representation or warranty as to the accuracy, availability, or performance of such Third-Party Tools and shall not be liable for any loss arising from their use. If a User provides the Company with any suggestions, ideas, feedback, or recommendations regarding the Platform (“Feedback”), the Company shall be entitled to use such Feedback without restriction or obligation. The User hereby assigns to the Company all rights in such Feedback and waives any claim to compensation or acknowledgement. All rights not expressly granted to Users under these Terms are reserved by the Company. Any unauthorised use of the Platform or its Intellectual Property shall constitute a material breach of these Terms and may result in suspension, termination, or legal action.

9. Disclaimer

The Platform is provided on an “as-is” and “as available” basis without any warranty or representation of any kind, whether express or implied. The Company does not warrant that the Platform will be uninterrupted, error-free, or free from security breaches, or that all defects will be corrected. To the fullest extent permitted by law, the Company disclaims all implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10. Limitation of Liability and Indemnity

To the fullest extent permitted by Applicable Law, the Company shall not be liable for any loss, damage, cost, or expense (including but not limited to loss of profits, loss of data, or consequential, incidental, or indirect damages) arising from or in connection with: (a) the use or inability to use the Platform or Services; (b) any delay, suspension, or interruption of service due to system maintenance, network failure, or circumstances beyond the Company’s control; (c) inaccurate, incomplete, or misleading information provided by the User; (d) any error or omission by Third Party Providers or other intermediaries involved in executing a transaction; or (e) any unauthorised access to or use of the User’s Account resulting from the User’s failure to maintain the confidentiality of login credentials.

11. Indemnity

You agree to indemnify, defend, and hold harmless the Company, its officers, employees, agents, and Third Party Providers from and against any and all claims, liabilities, losses, damages, costs, and expenses arising out of or related to: (a) any breach of these Terms or Applicable Law by the User; (b) any false, misleading, or incomplete information provided to the Company; (c) any unauthorised use of the Platform or Services; or (d) any claim by a third party or regulatory authority arising from the User’s acts, omissions, or transactions.

12. Set Off

We are hereby authorised, from time to time, both without notice and before and after demand, to withhold and retain from you in whole or in part any of your liabilities to us under these Terms or any other agreement, against any payment due to you or against any sums held by us or our Third Party Providers under these Terms.

You are not entitled to any form of set-off in respect of any of our liabilities under these Terms or any other agreement against any amounts due to us from you.

Any exercise of our rights under this Clause shall be without prejudice and in addition to any other rights or remedies available to us under these Terms or otherwise.

13. Termination, Suspension, and Account Deactivation

A User may terminate these Terms and its Account at any time by giving us not less than one month’s prior notice via the Platform, our website communication channels or email, provided that: (a) all outstanding obligations, transactions, and fees have been fully settled; and (b) no investigation, compliance review, or legal process is pending on the Account.

The Company shall process the termination request and confirm closure once all requirements are met.

The Company may, at any time and without prior notice, suspend, restrict, or limit a User's access to the Platform or any Service if: (a) the User breaches these Terms or any Applicable Law; (b) the Company suspects or detects fraudulent, unauthorised, or unlawful activity; (c) required documentation or information has not been provided, verified, or updated; (d) a regulatory authority's or Third Party Provider's directive requires temporary restriction; (e) continued access may pose operational, reputational, or compliance risk; or (f) maintenance, technical upgrades, or system security require temporary interruption. During suspension, the Company may withhold or delay transaction processing pending investigation or clarification.

The Company may terminate these Terms and a User's access to the Account and the Platform with immediate effect by written or electronic notice if: (a) the User commits a material or repeated breach of these Terms; (b) the User provides false, misleading, or incomplete information; (c) the Company reasonably believes the User's continued participation may expose it or its Third Party Providers to undue risk; (d) a competent authority prohibits the Company from providing Services to the User; or (e) the Company ceases to offer the Services or the Platform in its entirety.

Where these Terms are terminated, we will also instruct relevant Third Party Provider to terminate their Third Party Terms with you, if applicable. The manner in which such terminations will occur shall be subject to those Third Party Terms.

Where these Terms end, you must promptly return to us all equipment and materials supplied by us and must immediately pay any and all amounts due under the Terms. You must promptly give us appropriate instructions with respect to the Services within one month from the termination of the account relationship so as to conclude the Services and return all assets to you (subject to our legal obligations in relation to the prevention of money laundering, fraud and other financial crimes). We reserve the right to transfer the resulting balance by any means that we deem appropriate.

Upon termination, you will no longer be able to use our Platform or our Services. On termination, for whatever reason, we will withdraw all rights granted to you in respect of the use of the Services and you must immediately remove the Platform application and/or website from your devices.

14. Force Majeure

The Company shall not be liable for any delay or failure in performing its obligations under these Terms caused by a Force Majeure Event. In such circumstances, the Company shall be entitled to a reasonable extension of time to resume or complete performance, including settlement or delivery obligations, once the Force Majeure Event ceases or its effects are

mitigated. The Company shall make reasonable efforts to notify affected Users and to resume normal operations as soon as practicable thereafter.

15. Governing Law and Dispute Resolution

These Terms, and any dispute or claim arising from or in connection with them, shall be governed by and construed in accordance with the laws of the Togolese Republic.

The Company and the User shall first attempt to resolve all disputes amicably and in good faith. Where resolution is not achieved within thirty (30) Business Days, any dispute shall be referred to and subject to the exclusive jurisdiction of the courts of the Togolese Republic.

16. Miscellaneous

15.1. Notices

All notices or communications under these Terms shall be in writing and delivered by email or through the Platform. Notices to the Company shall be sent to the contact details indicated on the Platform, and notices to the User shall be sent to the email address provided during onboarding or as updated on the Platform. Notices sent by email shall be deemed received on the date of transmission if during business hours, or the next Business Day otherwise.

15.2. Amendments

The Company may amend or update these Terms from time to time to reflect changes in law, regulation, or business practice. The latest version will be published on the Platform and shall take effect immediately upon posting. Continued use of the Platform or Services after an update constitutes acceptance of the revised Terms.

15.3. Assignment

Users may not assign or transfer any rights or obligations under these Terms without the Company's prior written consent. The Company may assign, transfer or subcontract any or all of its rights and/or obligations under these Terms.

15.4. Severability

If any provision of these Terms is found to be invalid or unenforceable, such provision shall be modified to the extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect.

15.5. Waiver

No delay or failure by the Company to exercise any right under these Terms shall operate as a waiver of that right, nor shall any partial exercise preclude further exercise of the same or any other right.

15.6. Entire Agreement

These Terms, together with the Privacy Policy and any other policies or agreements expressly referenced herein, constitute the entire agreement between the Company and the User and supersede all prior discussions, understandings, or representations.

17. Definitions

In addition to the capitalized terms defined elsewhere in these Terms, the following definitions shall apply:

“**Account**” means the User account created on the Platform by the Client for the purpose of accessing the Services.

“**Applicable Law**” means any applicable: (a) statute, regulation, regulatory requirement, by law, ordinance, subordinate legislation or other law (regardless of its source) or mandatory guidance or code of practice (including in each case any judicial or administrative interpretation of it), in force from time to time in any applicable jurisdiction; (b) judgment of a relevant court of law; or (c) sanction, directive, order or requirement of any relevant regulatory authority;.

“**Authorised User**” means any individual authorised by you to operate the Services and have access to the Platform on your behalf.

“**Business Day**” means a day other than a Saturday, Sunday or bank or public holiday in the Togolese Republic, the Republic of China, Switzerland, the United States of America, on which banks are open for normal banking business

“**Client**” means any individual or entity that uses the Platform to request or receive Services provided by the Company.

“**Corporate Information**” means information relating to a legal entity or organisation, including but not limited to its name, registration number, incorporation documents, ownership and control structure, business address, tax identification number, Authorised Users, and any other information required for onboarding, verification, or compliance with Applicable law.

“**Force Majeure Event**” means any circumstance beyond the reasonable control of the Company that prevents or delays the performance of its obligations under these Terms, including but not limited to acts of God, natural disasters, war, civil unrest, epidemic or pandemic, government restrictions, foreign exchange controls, cyber incidents, failure or delay of third-party networks, systems or Third Party Providers, or any other event of a similar nature.

“**Personal Information**” means any information relating to an identified or identifiable natural person, including but not limited to name, contact details, identification numbers,

date of birth, address, bank or payment details, online identifiers, and any other data that can be used, directly or indirectly, to identify such person. It includes information collected during onboarding, use of the Platform, or in connection with any transaction or communication with the Company.

“Platform” means an online platform, accessible via a website or application operated by us, where you may access and review your Account, communicate with us, and submit instructions in relation to the Services.

“Third Party Provider” means a third party with whom we arrange to provide services to enable the provision of the Services to you.

“Invoiced Amount” means the amount of funds denominated in the supported foreign currency required to execute your instruction, as calculated via the Platform, including all applicable costs, fees, exchange rate adjustments, and related charges.