USER AGREEMENT AND WEBSITE TERMS & CONDITIONS

Effective Date: 18 july 2026
Last Updated: 13 August 2026

1. INTRODUCTION

This User Agreement and Website Terms & Conditions ("Agreement") governs access to and use of the website nineveh.ae (the "Website") and the services, information and commercial enquiry facilities made available through the Website by:

NINEVEH JEWELLERY TRADING CO. L.L.C.
a limited liability company incorporated and licensed in the Emirate of Dubai, United Arab Emirates
Commercial License No.: 1157535
Commercial Register No.: 1920663
(the "Company", "Nineveh", "we", "us" or "our").

The Company's licensed activities include trading in jewellery and accessories made of gold and silver, diamonds, pearls and precious stones, and raw gold and precious metals.

The Website is primarily intended for professional, commercial and institutional counterparties, including qualified wholesale buyers, established precious-metals dealers, refiners, financial institutions, government-related entities and other professional counterparties.

By accessing or using the Website, submitting an enquiry, requesting information, communicating with the Company through the Website, or otherwise interacting with the Website, you acknowledge that you have read, understood and agree to be bound by this Agreement.

If you do not agree with this Agreement, you must not use the Website.

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2. DEFINITIONS

For purposes of this Agreement:

"Applicable Law" means all applicable laws, regulations, decrees, resolutions, regulatory requirements, sanctions regimes and governmental requirements applicable in the United Arab Emirates and, where relevant, any other jurisdiction applicable to a transaction.

"Business Day" means a day on which commercial banks are generally open for business in Dubai, United Arab Emirates.

"Content" means all text, photographs, graphics, logos, product descriptions, documents, data, materials and other information appearing on or made available through the Website.

"Counterparty" means any person or entity that communicates, enquires, negotiates or enters into a transaction with Nineveh.

"Goods" means gold bullion, raw gold, precious metals, diamonds, pearls, precious stones, jewellery, semi-finished products and other goods falling within the Company's licensed activities.

"Transaction Documents" means any quotation, offer, purchase order, sales confirmation, invoice, trade confirmation, SPA, delivery note, logistics document or other document specifically governing a particular transaction.

"User", "you" or "your" means any individual or legal entity accessing or using the Website.

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3. NATURE OF THE WEBSITE

3.1. The Website provides information about Nineveh, its activities, sourcing approach, products, compliance framework and commercial capabilities.

3.2. Unless expressly stated otherwise, information published on the Website does not constitute an offer to sell, an invitation to purchase, an investment recommendation, financial advice or a binding quotation.

3.3. Product descriptions, indicative information, market references, availability statements and other commercial information published on the Website are provided for general informational purposes and may change without notice.

3.4. No purchase, sale, supply, delivery or transfer of title to Goods shall arise solely from the User's use of the Website.

3.5. A binding transaction shall arise only when the Company and the relevant Counterparty have entered into applicable Transaction Documents and all required compliance, KYC, payment and other conditions have been satisfied.

3.6. Where a Transaction Document contains terms inconsistent with this Agreement, the Transaction Document shall prevail solely with respect to the relevant transaction.

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4. ELIGIBILITY AND AUTHORITY

4.1. The Website is intended primarily for persons acting for commercial, professional or institutional purposes.

4.2. By using the Website on behalf of a company, partnership, government entity or other organisation, you represent and warrant that:

a. you are duly authorised to act on behalf of that entity;

b. the information you provide is accurate and complete;

c. the entity is duly established and legally permitted to conduct the proposed activities; and

d. your use of the Website and any resulting transaction does not violate Applicable Law.

4.3. Nineveh may refuse to establish or continue a commercial relationship where it determines, in its reasonable discretion, that the proposed relationship or transaction presents unacceptable legal, regulatory, AML/CFT/CPF, sanctions, reputational or commercial risk.

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5. COMMERCIAL ENQUIRIES

5.1. Users may submit commercial enquiries through the Website.

5.2. Submission of an enquiry does not constitute acceptance by Nineveh of any proposed transaction.

5.3. Nineveh may request additional information concerning:

a. the User's identity;

b. corporate registration and ownership;

c. beneficial ownership;

d. intended use of Goods;

e. source of funds;

f. source of wealth;

g. expected transaction volumes;

h. geographic jurisdictions involved;

i. counterparties and supply-chain participants; and

j. any other information reasonably required for compliance or risk assessment.

5.4. Nineveh may decline to respond to, process or proceed with an enquiry without providing commercially sensitive reasons, particularly where disclosure could interfere with AML/CFT/CPF obligations or regulatory requirements.

6. KNOW-YOUR-CUSTOMER AND COMPLIANCE REQUIREMENTS

6.1. Nineveh operates a risk-based AML/CFT/CPF compliance framework.

6.2. As a dealer in precious metals and stones, Nineveh may be subject to UAE AML/CFT obligations applicable to Designated Non-Financial Businesses and Professions. UAE legislation identifies dealers in precious metals and stones carrying out a single cash transaction, or linked cash transactions, at or above AED 55,000 as falling within the relevant DNFBP framework.

6.3. Nineveh may conduct customer and supplier due diligence before establishing a business relationship, before executing certain transactions, where a transaction reaches applicable regulatory thresholds, where suspicious activity is identified, or where previously obtained information is considered unreliable or insufficient.

6.4. Nineveh's internal compliance procedures may require identification and verification of:

a. the Counterparty;

b. directors and authorised representatives;

c. beneficial owners;

d. the nature and purpose of the relationship;

e. source of funds;

f. source of wealth, where applicable;

g. ownership and control structures; and

h. relevant transaction and supply-chain information.

6.5. For corporate counterparties, Nineveh's internal compliance framework identifies natural persons holding a controlling ownership interest of 25% or more as beneficial owners, subject to applicable legal requirements and the Company's procedures.

6.6. Nineveh may apply enhanced due diligence to high-risk relationships, complex ownership structures, politically exposed persons ("PEPs"), high-risk jurisdictions, unusual transactions, unusual payment structures or other situations presenting elevated risk.

6.7. Nineveh may conduct sanctions screening against applicable sanctions and targeted financial sanctions lists, including relevant UAE and United Nations lists and other screening sources used under its compliance procedures.

6.8. Nineveh shall not knowingly establish or maintain a transaction or business relationship prohibited by Applicable Law or applicable sanctions.

6.9. Where legally required, Nineveh may submit reports or information to competent UAE authorities, including the UAE Financial Intelligence Unit through the applicable reporting mechanisms.

6.10. Where reporting obligations apply, Nineveh may be legally prohibited from informing the relevant Counterparty that a suspicious transaction or activity report has been made or that an investigation is underway.

6.11. Refusal, suspension or termination of a relationship for compliance reasons shall not create an obligation for Nineveh to disclose confidential regulatory information where such disclosure is prohibited.

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7. PRECIOUS METALS AND CASH TRANSACTIONS

7.1. Nineveh's business involves high-value, portable and potentially high-risk Goods, including gold and precious stones.

7.2. Nineveh's internal compliance framework provides for enhanced controls concerning cash transactions.

7.3. Any single cash transaction, or several linked cash transactions, equal to or exceeding AED 55,000 may be subject to mandatory reporting through the applicable UAE reporting system, regardless of whether the transaction is otherwise considered suspicious.

7.4. Nineveh generally requires payments relating to gold and precious metals to be made through formal banking channels wherever possible.

7.5. Nineveh may refuse cash payments, third-party payments, unusual payment structures, payments from unrelated parties, payments involving prohibited jurisdictions, or other payment arrangements that create unacceptable compliance or financial-crime risk.

7.6. A User must not structure, divide or otherwise arrange transactions for the purpose of avoiding applicable reporting or regulatory thresholds.

7.7. Any attempt to circumvent AML/CFT/CPF requirements may result in immediate suspension or termination of the commercial relationship and, where required by law, reporting to competent authorities.

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8. RESPONSIBLE SOURCING

8.1. Nineveh seeks to maintain responsible and traceable precious-metals supply chains.

8.2. The Company states that its sourcing activities are focused primarily on African supply relationships, including Zimbabwe and Tanzania, and that it applies counterparty verification, supply-chain assessment and compliance controls.

8.3. Nineveh states that it does not accept material from conflict zones, unlicensed operations or sources unable to demonstrate lawful origin and responsible practices.

8.4. The Company may request documentation relating to:

a. origin of Goods;

b. mining or aggregation activities;

c. export and import documentation;

d. licences and permits;

e. transportation;

f. ownership;

g. supply-chain participants;

h. applicable taxes, royalties and duties; and

i. responsible sourcing and due diligence.

8.5. A User must not provide false, misleading, forged or materially incomplete information concerning the origin, ownership, value, nature or destination of Goods.

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9. PRICING AND MARKET INFORMATION

9.1. Precious-metals prices are volatile and may change rapidly.

9.2. Any price, premium, discount, market reference or indicative rate displayed or communicated through the Website is subject to confirmation.

9.3. Unless expressly stated in a binding Transaction Document, prices shown on the Website are not guaranteed.

9.4. A final price may depend on, among other matters:

a. prevailing market prices;

b. purity and assay;

c. weight;

d. form and specification of the Goods;

e. origin;

f. delivery location;

g. logistics and insurance;

h. applicable taxes and duties;

i. payment method;

j. compliance requirements; and

k. transaction size.

9.5. Nineveh shall not be responsible for losses arising solely from changes in market prices occurring between an indicative communication and the execution of a binding transaction.

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10. ORDERS AND TRANSACTION DOCUMENTS

10.1. Any purchase or sale of Goods shall be governed by the applicable Transaction Documents.

10.2. A Transaction Document may specify:

a. Goods and specifications;

b. quantity and weight;

c. purity or fineness;

d. assay requirements;

e. price;

f. payment terms;

g. delivery terms;

h. title and risk transfer;

i. inspection and acceptance;

j. insurance;

k. applicable taxes and duties;

l. cancellation rights;

m. compliance conditions; and

n. applicable dispute-resolution provisions.

10.3. No employee, representative, website form, email or other communication shall constitute a binding sale or purchase commitment unless the relevant person is authorised to enter into such commitment and the required Transaction Documents have been executed.

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11. PRODUCT INFORMATION, ASSAY AND AUTHENTICITY

11.1. Nineveh will provide product information to the extent applicable to the relevant Goods and transaction.

11.2. Precious metals may be subject to assay, inspection, weighing and verification.

11.3. Where a transaction requires independent assay or verification, the applicable Transaction Document shall specify the relevant procedure, laboratory, refiner or verification standard.

11.4. In the event of a discrepancy between published Website information and the specifications contained in a binding Transaction Document, the Transaction Document shall prevail.

11.5. Users must not rely on Website images as evidence of exact physical characteristics, dimensions, weight, colour, condition or appearance of any individual item unless expressly stated otherwise.

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12. DELIVERY, LOGISTICS AND CUSTODY

12.1. Delivery arrangements shall be determined on a transaction-by-transaction basis.

12.2. Nineveh may use qualified logistics, courier, security and transportation providers.

12.3. Delivery may be subject to:

a. completion of KYC and compliance checks;

b. receipt of cleared funds;

c. export and import approvals;

d. customs requirements;

e. insurance requirements;

f. sanctions screening;

g. identification of the authorised recipient; and

h. other regulatory requirements.

12.4. Where third-party transportation is used, Nineveh may require information concerning the carrier, route, recipient and custody arrangements.

12.5. Risk of loss and title to Goods shall transfer only in accordance with the applicable Transaction Document.

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13. PAYMENTS

13.1. Unless otherwise expressly agreed in writing, payments must be made using the banking details and payment instructions formally provided by Nineveh.

13.2. Nineveh will not be responsible for payments made to unauthorised bank accounts or third parties where the User has failed to verify the payment instructions.

13.3. Nineveh may require payment from an account held in the name of the relevant Counterparty.

13.4. Third-party payments may be rejected or subjected to additional due diligence.

13.5. Nineveh may suspend delivery or performance where payment has not been received in cleared and verified funds.

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14. TAXES, DUTIES AND GOVERNMENT CHARGES

14.1. Unless otherwise expressly stated in the applicable Transaction Document, each party shall be responsible for taxes, duties, customs charges, banking charges and other governmental charges imposed upon that party by Applicable Law.

14.2. Where UAE VAT or another tax is applicable, it shall be charged and documented in accordance with Applicable Law.

14.3. Nothing in this Agreement shall be interpreted as creating a tax exemption or relieving either party from a statutory tax obligation.

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15. USER REPRESENTATIONS AND WARRANTIES

By using the Website or entering into a transaction with Nineveh, you represent and warrant that:

a. all information provided to Nineveh is true, accurate, current and complete;

b. you have legal capacity and authority to enter into any applicable transaction;

c. you are not acting for an undisclosed third party unless such relationship has been disclosed and accepted by Nineveh;

d. funds used in transactions are lawfully obtained;

e. Goods and transaction proceeds are not connected with money laundering, terrorist financing, proliferation financing, fraud, corruption, sanctions violations or other unlawful activity;

f. you are not knowingly acting for or on behalf of a sanctioned or prohibited person;

g. you will comply with all Applicable Laws relating to import, export, customs, taxation, sanctions, AML/CFT/CPF and trade controls; and

h. you will promptly notify Nineveh of any material change affecting the information previously provided.

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16. PROHIBITED USE

You must not:

a. use the Website for unlawful purposes;

b. provide false or misleading information;

c. impersonate another person or entity;

d. attempt to circumvent KYC, AML, sanctions or other compliance controls;

e. use the Website to facilitate fraud, money laundering, terrorist financing or other criminal activity;

f. introduce malicious software or attempt to compromise the Website;

g. scrape, copy or systematically extract Website Content without written permission;

h. interfere with Website security;

i. use Website Content to create a competing database or commercial service without permission; or

j. use the Website in any manner that may damage Nineveh's reputation or violate Applicable Law.

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17. INTELLECTUAL PROPERTY

17.1. Unless otherwise indicated, all Website Content, including the Nineveh name, trademarks, logos, text, graphics, photographs, layouts, documents and original materials, is owned by or licensed to Nineveh.

17.2. Nothing in this Agreement grants the User ownership of any intellectual-property rights.

17.3. Users may view and use Website Content solely for legitimate informational and commercial-evaluation purposes.

17.4. Reproduction, publication, distribution, modification or commercial exploitation of Website Content requires Nineveh's prior written consent, except where expressly permitted by law.

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18. THIRD-PARTY WEBSITES AND SERVICES

18.1. The Website may contain links or references to third-party websites or services.

18.2. Nineveh does not control third-party websites and is not responsible for their content, availability, security, privacy practices or terms.

18.3. Access to third-party websites is at the User's own risk.

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19. CONFIDENTIALITY

19.1. Commercial information exchanged between Nineveh and a Counterparty may be confidential.

19.2. Each party shall use reasonable measures to protect confidential commercial information received from the other party.

19.3. This obligation shall not prevent Nineveh from disclosing information where disclosure is:

a. required by Applicable Law;

b. required by a competent governmental, regulatory, judicial or law-enforcement authority;

c. necessary to satisfy AML/CFT/CPF or sanctions obligations;

d. required by a bank, auditor, insurer, refiner, logistics provider or professional adviser involved in a legitimate transaction; or

e. otherwise authorised by the relevant Counterparty.

19.4. Nothing in this section prevents Nineveh from making mandatory regulatory reports.

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20. PERSONAL DATA AND PRIVACY

20.1. Nineveh may collect and process personal information necessary for operating the Website, responding to enquiries, establishing commercial relationships, conducting KYC/CDD, fulfilling contractual obligations, preventing fraud and complying with Applicable Law.

20.2. Personal data shall be processed in accordance with applicable UAE data-protection legislation, including Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data, to the extent applicable.

20.3. Personal information may include identification information, contact details, corporate information, beneficial ownership information, transaction information, identification documents and compliance-related information where legally required.

20.4. Nineveh may share personal or corporate information with competent authorities, banks, professional advisers, auditors, insurers, logistics providers, refiners and other service providers where reasonably necessary for legitimate business, compliance or legal purposes.

20.5. Users should review Nineveh's applicable Privacy Policy for further information concerning personal-data processing, data-subject rights, retention and security.

20.6. Nineveh's internal compliance framework provides for secure retention and protection of relevant records and states that certain records are retained for a minimum of five years, subject to applicable legal requirements.

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21. WEBSITE AVAILABILITY

21.1. Nineveh aims to keep the Website available and accurate but does not guarantee uninterrupted or error-free operation.

21.2. The Website may occasionally be unavailable because of:

a. maintenance;

b. technical failures;

c. cybersecurity incidents;

d. telecommunications failures;

e. third-party service interruptions;

f. governmental restrictions; or

g. circumstances beyond Nineveh's reasonable control.

21.3. Nineveh may modify, suspend or discontinue any part of the Website at any time.

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22. DISCLAIMER

22.1. Website Content is provided for general informational purposes.

22.2. To the maximum extent permitted by Applicable Law, Nineveh does not warrant that all Website Content will always be complete, current, uninterrupted or error-free.

22.3. Nothing on the Website constitutes investment, financial, legal, tax or other professional advice.

22.4. Users should obtain independent professional advice where appropriate.

22.5. Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited under Applicable Law.

22.6. Where the UAE Consumer Protection Law or another mandatory consumer-protection provision applies to a transaction, nothing in this Agreement shall be interpreted as excluding or restricting rights that cannot lawfully be excluded.

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23. LIMITATION OF LIABILITY

23.1. To the maximum extent permitted by Applicable Law, Nineveh shall not be liable for indirect, incidental, consequential, special or punitive losses arising from:

a. use of or inability to use the Website;

b. reliance on non-binding Website information;

c. interruption of Website availability;

d. unauthorised access caused by circumstances outside Nineveh's reasonable control;

e. third-party websites or services; or

f. market movements occurring before a transaction becomes binding.

23.2. Nothing in this Agreement shall exclude liability for fraud, wilful misconduct, or any other liability that cannot lawfully be excluded under UAE law.

23.3. Liability arising from a specific purchase or sale of Goods shall be governed primarily by the applicable Transaction Documents.

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24. INDEMNIFICATION

24.1. To the extent permitted by Applicable Law, the User shall indemnify and hold harmless Nineveh, its directors, officers, employees and authorised representatives against losses, claims, penalties, costs and expenses arising from:

a. the User's breach of this Agreement;

b. inaccurate or misleading information supplied by the User;

c. unlawful use of the Website;

d. violation of Applicable Law;

e. sanctions or AML/CFT/CPF violations caused by the User; or

f. fraudulent or unauthorised conduct by the User.

24.2. This section shall not apply to the extent that the relevant loss was caused by Nineveh's own unlawful conduct, fraud or wilful misconduct.

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25. SUSPENSION AND TERMINATION

25.1. Nineveh may suspend or terminate a User's access to the Website where reasonably necessary to:

a. protect the Website;

b. prevent fraud or abuse;

c. comply with Applicable Law;

d. comply with sanctions requirements;

e. conduct or complete due diligence;

f. protect confidential information; or

g. protect Nineveh, its counterparties or third parties from legal, financial or reputational risk.

25.2. Nineveh may terminate a commercial relationship where a Counterparty fails to satisfy applicable compliance, payment or contractual requirements.

25.3. Termination shall not affect rights or obligations accrued before termination.

25.4. Clauses concerning confidentiality, intellectual property, compliance, data protection, liability, indemnification and dispute resolution shall survive termination to the extent applicable.

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26. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform an obligation caused by circumstances beyond its reasonable control, including natural disasters, war, civil unrest, government action, sanctions, embargoes, customs restrictions, banking restrictions, interruption of transportation, cyber incidents, epidemics, strikes or other comparable events.

The affected party shall use reasonable efforts to mitigate the consequences of the event.

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27. CHANGES TO THIS AGREEMENT

27.1. Nineveh may update this Agreement from time to time.

27.2. The updated version shall become effective when published on the Website unless a later effective date is specified.

27.3. Continued use of the Website following publication of an updated Agreement constitutes acceptance of the updated terms, to the extent permitted by Applicable Law.

27.4. Material changes affecting an existing contractual relationship shall not override specific rights or obligations already established under a binding Transaction Document unless expressly agreed or required by law.

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28. GOVERNING LAW

28.1. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates as applicable in the Emirate of Dubai.

28.2. Nothing in this Agreement shall prevent the application of mandatory provisions of UAE federal law or mandatory consumer-protection legislation where applicable.

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29. JURISDICTION AND DISPUTE RESOLUTION

29.1. The parties shall attempt in good faith to resolve any dispute arising from this Agreement through direct commercial negotiations.

29.2. If a dispute cannot be resolved amicably within thirty (30) days after written notice of the dispute, the dispute shall be submitted to the competent courts of

Dubai, United Arab Emirates, unless the applicable Transaction Document expressly provides for another dispute-resolution mechanism.

29.3. Nothing in this clause prevents either party from seeking urgent interim or protective relief from a competent court.

29.4. For consumer transactions, mandatory dispute-resolution and consumer-protection mechanisms under Applicable Law shall remain unaffected.

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30. LANGUAGE

30.1. This Agreement may be made available in English and Arabic.

30.2. Where this Agreement is used in connection with consumers in the UAE, the Company shall provide Arabic-language contractual and consumer information as required by Applicable Law.

30.3. Where legally permissible, the parties may agree on the language governing a particular commercial transaction in the applicable Transaction Documents.

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31. SEVERABILITY

If any provision of this Agreement is determined by a competent authority or court to be invalid, illegal or unenforceable, that provision shall be interpreted or modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

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32. NO WAIVER

Failure by Nineveh to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce that provision or any other provision at a later time.

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33. ENTIRE AGREEMENT

33.1. This Agreement constitutes the terms governing use of the Website.

33.2. For a specific commercial transaction, the applicable Transaction Documents constitute the contractual terms governing that transaction.

33.3. No statement on the Website shall amend a signed Transaction Document unless the amendment is made in accordance with the amendment provisions of that Transaction Document.

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34. CONTACT DETAILS

NINEVEH JEWELLERY TRADING CO. L.L.C.

Commercial License No.: 1157535
Commercial Register No.: 1920663
Dubai, United Arab Emirates

Office: 016-301, National Real Estate Company, Al Hebiah First, Dubai, UAE

Email: info@nineveh.ae

Telephone: +971 55 647 2791

Website: nineveh.ae

For compliance-related enquiries:

Compliance Officer
NINEVEH JEWELLERY TRADING CO. L.L.C.
Email: da@nineveh.ae

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35. ACKNOWLEDGEMENT

By accessing or using the Website, submitting an enquiry or otherwise interacting with Nineveh through the Website, the User acknowledges that:

1. **the User has read and understood this Agreement;**
2. **the User agrees to comply with its terms;**
3. **the User understands that Website information does not by itself constitute a binding offer to sell or purchase Goods;**
4. **Nineveh may conduct KYC, customer due diligence, sanctions screening and other compliance checks before establishing or continuing a commercial relationship;**
5. **Nineveh may refuse or suspend transactions where required by Applicable Law or its compliance procedures; and**
6. **any specific purchase or sale of Goods shall be governed by the applicable Transaction Documents.**

NINEVEH JEWELLERY TRADING CO. L.L.C.

Commercial License No. 1157535
Dubai, United Arab Emirates

Effective Date: 18 July 2026