

## WEBSITE TERMS AND CONDITIONS

### Contents

1. Accessing the Website
2. Important Notice
3. Forward-Looking Statements
4. Your Agreement with UKT
5. Disclaimer of Warranties
6. Limitation of Liability
7. Ownership of Intellectual Property Rights
8. Use of the Website
9. Use of Hyperlinks
10. Visitor Materials and Conduct
11. Jurisdiction
12. Contact Us

We are Uralkali Trading SIA (hereinafter referred to as “UKT”), a company registered under the laws of the Republic of Latvia, registration number 40103913482, value added tax identification number LV40103913482, legal address Vesetas Street 7, Riga, LV-1013, the Republic of Latvia.

These Terms and Conditions outline the rules and regulations for the use of Uralkali Trading SIA's Website, located at [www.dripkali.com](http://www.dripkali.com).

By accessing this Website we assume you accept these terms and conditions. Do not continue to use DripKALI if you do not agree to take all of the terms and conditions stated in this document.

The following terminology applies to these Terms and Conditions: “Client”, “User”, “You” and “Your” refers to you, the person log on this Website and compliant to the Company’s terms and conditions. “The Company”, “UKT”, “Ourselves”, “We”, “Our” and “Us”, refers to our Company, Uralkali Trading SIA. “Party”, “Parties”, or “Us”, refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client’s needs in respect of provision of the Company’s stated services, in accordance with and subject to, prevailing law of Republic of Latvia. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

By accessing the Website you are accepting that you are bound by the current Terms and Conditions.

The company may occasionally modify or update the Terms and Conditions. You will be able to see when the Company last updated the Terms and Conditions as the Company will include a revision date. Changes and additions to the Terms and Conditions are

effective from the date on which they are posted. Please review the Terms and Conditions to check whether we have made any changes to them.

The viewing of the Website or use of the Services may not be lawful in certain jurisdictions. Any person who wishes to view the Website or use the Services must first ensure that they are not subject to any laws or regulations which prohibit or restrict them from doing so. If you are not permitted to view the Website, or are in any doubt as to whether you are permitted to view the Website or use the Services, please refrain from using the Website and the Services.

### **1. Accessing the Website**

UKT endeavours to ensure that the Website and the Services are commonly available 24 hours a day. UKT shall not be liable if the Website is unavailable for any reason, at any time or for any period. Access to the Website or the Services may be suspended temporarily without prior notice in case of any technical failures beyond UKT's control.

### **2. Important Notice**

Materials contained on the Website or provided as part of the Services shall be provided for information purposes only. Such materials: (a) are not intended to constitute in any jurisdiction any offer to sell or invitation to buy, or investment advice in respect of any securities; (b) do not purport to contain all the information that may be necessary or desirable to evaluate UKT; and (c) must not be relied upon in connection with any investment decision. Information disclosed under the corporate and securities laws of any jurisdictions applicable to UKT shall not be in any way qualified, amended, modified or supplemented by the information available in, through or on the Website. Before making any investment decision, or exercising any right in respect of a share or other security, you should seek appropriate advice from a lawyer, stockbroker or independent financial adviser (in each case qualified and authorised, as appropriate, in your jurisdiction). Investors should note that the value of an investment in UKT and the income therefrom may fall as well as rise and they may not get back the amount originally invested.

### **3. Forward-Looking Statements**

Some of the information provided on or through the Website or the Services may contain projections or other forward-looking statements regarding future events or the future financial performance of UKT. These statements involve numerous assumptions regarding the present and future strategies of UKT and the environment in which it operates and will operate in the future. They include a number of known and unknown risks and other factors that could cause UKT's or its industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Accordingly, UKT provides no assurance whatsoever that UKT's or its industry's actual results, levels of activity, performance or achievements will be consistent with the future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements.

Multiple factors could cause the actual results to differ materially from those contained in our projections or forward-looking statements, including, among others, potential fluctuations in quarterly or other results, dependence on new product development, rapid technological and market change, acquisition strategy, manufacturing risks, risks associated with Internet infrastructure, volatility of stock price, financial risk management, future growth subject to risks of political instability, economic growth and natural disasters, wars and acts of terrorism.

#### **4. Your Agreement with UKT**

By completing and submitting the Product Query Form you acknowledge and agree that the Product Query Form does not have the intent to create any legally binding obligations on UKT with respect to any transaction and/or potential transaction. It does not create any such legally binding obligations of any kind whatsoever with respect to entering into any potential transaction between you and UKT.

Completion and submission of the Product Query Form by you shall not oblige UKT or any of its authorized representatives to sell any goods to you. It is understood and agreed that unless and until there is a definitive executed written agreement between you and UKT, no party shall be under any legal obligations of any kind hereunder with respect to such transactions and/or potential transactions or otherwise.

Upon submission of the Product Query Form by you we do not make a legal offer to provide the goods you applied for. We invite you to make a legal offer to us for you to purchase the goods. It is entirely at our discretion to reject or accept your offer.

The agreement between you and UKT shall be only confirmed when we have accepted your offer to purchase the goods and have sent you (subject to successful completion of negotiations, our common KYC rule and contract approval procedures) the final executed contract on sale and purchase of goods.

#### **5. Disclaimer of Warranties**

The Website and the Services are provided "as is" and without warranties of any kind, whether expressed or implied, to the fullest extent permissible under applicable law. Accordingly, UKT provides the Website and the Services on the basis that all representations, warranties, conditions and other terms which (but for this legal notice) might have effect in relation to the Website or the Services are excluded. UKT does not represent or warrant that the functions or services contained in the Website and the Services will be uninterrupted or error-free, that defects will be corrected, or that the Website or the Services or the server that makes them available are free of viruses or other harmful components. UKT does not make any representations or warranties regarding the use or contents of the Website or Services in terms of their correctness, accuracy, validity, completeness, adequacy, usefulness, reliability or otherwise. Some jurisdictions do not allow the exclusion of implied warranties, so the above limitations and exclusions may not apply to you.

#### **6. Limitation of Liability**

To the fullest extent permitted by applicable law, UKT shall not be liable for any compensatory, punitive, special, consequential or other damages, any loss of income or revenue, business, anticipated savings, data, goodwill, or any other losses, liabilities, expenses or costs of whatever nature arising from or attributable to your access to, or inability to access, or reliance on information or products provided on or in relation to the Website or the Services, or performance of the Services, in each case even if UKT has been advised of the possibility of such damages, losses, liabilities, expenses or costs.

#### **7. Ownership of Intellectual Property Rights**

The Website and the materials published herein (hereinafter referred to as the “Protected Materials”), including but not limited to text, photos and other images and sound, data, software, graphics and logos, are protected by copyright (including as a compilation or a database), trade mark, database and other intellectual property laws of the EU, the Republic of Latvia, the Russian Federation and other countries around the world, as well as by international treaties and conventions. Unless otherwise stated, all rights in the Protected Materials are owned by UKT or its licensors. Other than as set out in the paragraph below “Use of the Website”, the Protected Materials shall not be used in any way without the prior written consent of UKT. Any rights not expressly granted in these Terms and Conditions are reserved. If you breach any of the terms in these Terms and Conditions, your permission to use the Website automatically terminates and you shall immediately delete any downloaded or printed extracts from the Website.

## **8. Use of the Website**

You may only use the Website for your personal non-commercial use. You shall not refer to the Website without prior written permission from UKT. You may download and print one copy of content on the Website for your personal non-commercial use, or in connection with your purchase of any UKT products, provided that you leave any copyright or trademark information intact and unchanged and that you make no further copies of your download or printed copy. You agree to abide by all applicable copyright, trademark and other intellectual property laws and with all additional copyright and trademark notices, information and restrictions stipulated on the Website. UKT’s status (and that of any identified contributors) as the author of material on the Website shall always be confirmed. Other than as specifically set out in this paragraph you may not, directly or indirectly: (a) copy, reproduce, modify, alter or tamper with (in any way) the Website, the Services, or any part thereof, or the paper or digital copies of any materials you have printed off or downloaded in any way (in particular, you may not use any illustrations, photos, video or audio sequences or any graphics separately from any accompanying text); (b) sell, display, distribute, publish, broadcast, transmit or otherwise disseminate or transfer the Website, the Services, or any part thereof, to any other person or entity; (c) create derivative works of the Website or the Services; or (d) reverse engineer, decompile or disassemble (other than as specifically permitted under applicable law) any software included in the Website or the Services.

## **9. Use of Hyperlinks**

UKT is not responsible for the content of any website other than the Website, including any websites through which you may have gained access to the Website or to which you may gain access from the Website. It accepts no liability in connection with any such websites or links.

Where hyperlinks to a third party’s website are provided, it shall be done in good faith and in the belief that such website contains or may contain material, which is relevant to material on the Website. If you use such hyperlink, you leave the Website. Such hyperlink does not signify that UKT has reviewed or approved the third party's website or its contents or endorses, sponsors, or is affiliated with such a website, its owners, or its providers. UKT is not responsible for (and does not control) the third party's websites, their contents or availability. UKT therefore does not endorse or make any representations about them, or any material found there, or any results that may be

obtained from using them. If you decide to access any of the third party's websites linked to the Website, it shall be done entirely at your own risk.

## **10. Visitor Materials and Conduct**

Other than personal data, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. UKT shall have no obligations with respect to such material. UKT and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

Should any part of the Website offer you the opportunity to join in or read from a forum, please be aware that any communications posted on any such forum represent the views of the individual who posted such communication and are not to be taken as the views of UKT. UKT bears no responsibility or liability for anything posted on any such forum by any its user. You are prohibited from posting, uploading or transmitting to or from the Website any material: (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or (b) for which you have not obtained all necessary licenses and/or approvals; or (c) which constitutes or encourages conduct that would be considered to be a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights (including but not limited to intellectual property rights) of any third party, in any country of the world, or which is otherwise unlawful; or (d) which is technically harmful (including but not limited to computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data). You may not misuse the Website (including, without limitation, by hacking).

UKT shall fully co-operate with any law enforcement authorities or court requesting or directing UKT to disclose the identity or locate anyone posting any material in breach of this paragraph.

## **11. Jurisdiction**

Your use of the Website and Services and the operation of the Terms and Conditions shall be governed by the laws of the Republic of Latvia. Any dispute, controversy or claim related to the Website or Services shall be settled through negotiations. In case consent cannot be reached within three (3) months, any dispute shall be settled in courts of the Republic of Latvia at the domicile of UKT.

## **12. Contact Us**

If you have any questions or concerns about material on the Website, please contact us [info@uralkali-trading.com](mailto:info@uralkali-trading.com).

Thank you for visiting the Website.