

TRADE BASE HUB

COMPLIANCE POLICY

Effective Date: 18th August 2026

Website Publication Policy

1. PURPOSE AND POSITION OF TRADE BASE HUB

This Compliance Policy establishes Trade Base Hub's risk-based standards for accepting, reviewing, supporting, restricting, or declining users, documents, and commercial transaction matters. Its purpose is to reduce fraud, sanctions, money-laundering, corruption, misrepresentation, circumvention, reputational, and documentation risks while supporting orderly commercial transactions.

Trade Base Hub is a commercial support, document-development, transaction-readiness, and coordination service. It is not a bank, financial institution, law firm, broker-dealer, escrow agent, investment adviser, or regulated financial intermediary. Compliance screening performed by Trade Base Hub is an internal risk-management function and does not constitute regulatory approval, legal advice, certification, or a guarantee of any person, document, asset, funds, product, or transaction.

2. SCOPE

This Policy applies to website and platform users, clients, principals, buyers, sellers, authorised representatives, intermediaries, consultants, service clients, counterparties, submitted opportunities, transaction documents, and relevant third parties connected with a Trade Base Hub matter.

3. RISK-BASED APPROACH

Trade Base Hub may apply different levels of review according to the nature, value, jurisdiction, parties, transaction type, delivery method, payment structure, documentary quality, and identified risk indicators. Enhanced review may be required for higher-risk jurisdictions, complex ownership, PEP exposure, sanctions proximity, unusual payment structures, high-value transactions, unverifiable authority, adverse media, inconsistent documents, or other material concerns.

4. CLIENT IDENTIFICATION AND KYC

Trade Base Hub may require a completed Client Information Sheet (CIS), government-issued identification, proof of address, corporate registration records, directors and authorised-signatory information, authority instruments, beneficial-ownership information, and other documents reasonably required to understand the party and engagement.

For entities, Trade Base Hub may seek identification of ultimate beneficial owners and controllers, including persons holding or controlling 25% or more where that threshold is appropriate to the review, while reserving the right to request information below that threshold where risk warrants it. Submission of KYC material does not guarantee onboarding or acceptance.

5. AUTHORITY AND REPRESENTATION

Persons claiming to act for a principal may be required to provide a mandate, Letter of Representation, board resolution, power of attorney, statutory appointment, government instrument, or other satisfactory evidence of authority. Trade Base Hub may restrict the scope of a representative to the authority evidenced and may decline to recognise unsupported claims of mandate, exclusivity, signing power, or entitlement.

6. SANCTIONS, PEP AND WATCHLIST SCREENING

Trade Base Hub may screen parties, beneficial owners, authorised signatories, connected parties, and relevant counterparties against applicable sanctions information, PEP data, watchlists, corporate records, and adverse-media sources. A potential match may result in enhanced review, a request for clarification, temporary restriction, or refusal of service.

A PEP status or adverse-media reference does not automatically establish wrongdoing. Decisions should consider identity confidence, source reliability, context, recency, severity, legal requirements, and the overall risk profile.

7. AML, SOURCE OF FUNDS AND TRANSACTION LEGITIMACY

Where relevant, Trade Base Hub may request information concerning source of funds, source of wealth, transaction purpose, payment pathway, asset ownership, or source of authority. Users must not use Trade Base Hub to facilitate proceeds of crime, money laundering, terrorist financing, sanctions evasion, bribery, corruption, fraud, tax evasion, market abuse, or other unlawful activity.

Trade Base Hub does not accept a user's declaration of legitimacy as conclusive proof and may request independent supporting evidence.

8. PROOF OF FUNDS / PROOF OF PRODUCT

POF or POP material may be subject to document-integrity, identity, consistency, recency, authority, and verification checks. Trade Base Hub may request bank or issuer contact confirmation, updated documentation, video verification, or additional evidence. Screenshots, altered documents, inconsistent names, expired records, or third-party POF without satisfactory authority may be rejected.

Trade Base Hub acts only as a screening and coordination conduit and does not guarantee the authenticity, availability, transferability, or sufficiency of funds or product.

9. DOCUMENT AND TRANSACTION ALIGNMENT

Where applicable, Trade Base Hub may require transaction records to align around a defined Opportunity Code and may check consistency among CIS/KYC, NCNDA, fee agreements or IMFPA, mandates or Letters of Representation, Deal Summary, POF/POP, and principal/counterparty information. Material inconsistencies may stop progression until resolved.

10. INTERMEDIARIES, FEES AND GENEALOGY

Trade Base Hub may require disclosure of upstream, downstream, and other known intermediaries; their roles; relationships; and any known fee or benefit expectations. Undisclosed intermediaries, unexplained fee chains, side arrangements, excessive or opaque commissions, or conflicting claims may trigger enhanced review or rejection.

No fee or commission entitlement arises merely from platform participation, calls, introductions, CIS completion, or document submission. Entitlements must arise from a separately executed agreement between appropriately authorised parties.

11. ANTI-BRIBERY AND CORRUPTION

Users must not offer, promise, give, request, accept, or facilitate bribes, kickbacks, improper commissions, secret payments, facilitation payments where unlawful, or other improper advantages. Particular care must be

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taken where government officials, state-owned enterprises, public procurement, permits, licences, customs, or PEPs are involved.

12. FRAUD, MISREPRESENTATION AND DOCUMENT INTEGRITY

False identities, forged or altered documents, fabricated bank records, misleading authority claims, concealed beneficial ownership, false POF/POP, deceptive transaction histories, impersonation, or deliberate material omissions are prohibited. Trade Base Hub may preserve relevant evidence and restrict or terminate access where credible concerns arise.

13. BLACKLIST / GREY-LIST AND INTERNAL RISK CLASSIFICATION

Trade Base Hub may maintain internal risk classifications to protect its Services and users. A grey-list or temporary restriction may be used where concerns remain unresolved. A blacklist or permanent exclusion may be considered where there is sufficiently credible evidence of serious or repeated misconduct, fraud, malicious misuse, material misrepresentation, circumvention, or other unacceptable risk.

Internal classifications are risk-management decisions, not declarations of criminal guilt. Where practicable and appropriate, affected parties may be given notice and an opportunity to provide clarification or appeal. Trade Base Hub should distinguish allegations, verified facts, and internal risk judgments and should avoid publishing defamatory or unverified accusations.

14. RESTRICTED OR PROHIBITED ACTIVITY

Trade Base Hub may refuse or terminate matters involving unlawful goods or services, sanctioned or prohibited transactions, deceptive schemes, unauthorised financial activity, forged documentation, hidden beneficial interests, bribery, corruption, or any activity that Trade Base Hub reasonably considers exposes the Platform or its users to unacceptable legal, financial, security, or reputational risk.

15. MONITORING AND ONGOING REVIEW

Compliance is ongoing. Trade Base Hub may request refreshed documents, repeat screening, reassess risk, or require clarification when circumstances change, documentation expires, new parties enter a transaction, material adverse information arises, or a transaction moves to a higher-risk stage.

16. REPORTING AND ESCALATION

Users should report suspected fraud, document manipulation, sanctions concerns, impersonation, confidentiality breaches, circumvention, or other serious misconduct to admin@tradebasehub.net Trade Base Hub may conduct an internal review, seek additional evidence, restrict access, notify relevant contractual parties, obtain professional advice, or make disclosures to competent authorities where required or legally appropriate.

17. NO DUTY TO COMPLETE OR APPROVE A TRANSACTION

Trade Base Hub may decline, pause, or discontinue any matter where required information is not provided or where risk is considered unacceptable. No user has a right to approval, continued access, document acceptance, introduction, transaction progression, or completion merely because fees were paid or information was submitted, subject always to non-waivable consumer or contractual rights.

18. CONFIDENTIALITY AND DATA PROTECTION

Compliance information will be handled in accordance with the Trade Base Hub Privacy Policy, Confidentiality Policy, applicable transaction agreements, and applicable law. Access should be limited to persons with a legitimate need to know, while preserving Trade Base Hub's ability to retain and disclose information where reasonably required for legal, compliance, security, fraud-prevention, dispute, or enforcement purposes.

19. RECORDS AND AUDIT TRAIL

Trade Base Hub may retain compliance records, screening results, document versions, access records, correspondence, decisions, and supporting evidence for a reasonable period appropriate to the risk and legal context. Records may be used to demonstrate the basis for a decision or to respond to disputes, fraud, legal claims, or lawful requests.

20. LIMITATION OF COMPLIANCE ASSURANCE

No screening system is infallible. Trade Base Hub does not warrant that screening will identify every sanction, criminal, fraud, identity, beneficial-ownership, document, credit, solvency, reputational, or transaction risk. Each principal and counterparty remains responsible for its own independent due diligence and for obtaining legal, financial, tax, regulatory, and other professional advice.

21. BREACH AND CONSEQUENCES

Failure to comply with this Policy may result in requests for further information, refusal to process documents, removal from a matter, suspension, termination, internal risk classification, preservation of records, or other proportionate action. Any action will be subject to applicable law and relevant contractual terms.

22. POLICY GOVERNANCE AND CONTACT

Trade Base Hub may amend this Policy as its Services, risk environment, or applicable requirements evolve. The current website version will state its effective date. Compliance enquiries and reports should be sent to admin@tradebasehub.net

IMPORTANT NOTICE

This policy is intended as a commercial risk-management document for Trade Base Hub and does not constitute legal advice. Mandatory laws may apply differently depending on the location of Trade Base Hub, the user, the service, and the transaction. Nothing in this policy excludes or limits rights, duties, or liabilities that cannot lawfully be excluded or limited.