PARTNER PORTAL DISCLOSURE

Effective Date: 15 June 2026
Last Updated: 1 June 2026

1. Purpose

This Partner Portal Disclosure governs access to and use of the Rexwood Capital Partner Portal (the "Portal").

The Portal is provided exclusively to approved strategic partners for informational, coordination, and relationship management purposes.

Access to the Portal constitutes acceptance of this Disclosure and the Digital Usage & Acceptable Conduct Policy.

2. Nature of Relationship

Access to the Partner Portal does not create:

- An employment relationship
- An agency relationship
- A regulated representative status
- Authority to bind Rexwood Capital
- A joint venture or fiduciary relationship

Partners operate independently unless expressly defined in a separate written agreement.

3. Informational Use Only

Information provided within the Partner Portal, including but not limited to:

- Mandate summaries
- Marketing materials
- Performance overviews
- Referral data
- Reporting dashboards

is provided for informational purposes only.

Partners must not:

- Represent portal content as personalized investment advice
- Modify or alter official materials
- Present performance data outside approved formats

All investor communications must comply strictly with formal partnership agreement terms.

4. Marketing, Jurisdiction & Solicitation Restrictions

Partners are strictly prohibited from:

- Offering services in restricted jurisdictions

- Targeting retail investors
- Soliciting U.S. Persons or residents or citizens of the United States or Canada
- Representing Rexwood Capital as licensed or regulated except as formally disclosed
- Making performance guarantees
- Delegating or appointing sub-introducers without written consent

Partners are solely responsible for ensuring compliance with local marketing, licensing, and financial promotion laws in their jurisdiction.

5. Compliance, Sanctions & AML Alignment

Portal access and partnership status remain subject to ongoing regulatory, sanctions, and AML/CTF compliance screening.

Partners represent that they:

- Are not subject to applicable sanctions regimes
- Are not directly or indirectly owned or controlled (50% or more) by a sanctioned person or entity
- Will not introduce or facilitate engagement with sanctioned persons or restricted jurisdictions

Rexwood Capital reserves the right to restrict, suspend, freeze, or terminate Portal access or partnership privileges where regulatory, sanctions, AML/CTF, or reputational risks are identified.

Such actions may be taken without prior notice where legally required.

6. Confidentiality

All information contained within the Partner Portal is confidential and proprietary.

Partners must not:

- Share login credentials
- Distribute confidential materials without authorization
- Disclose sensitive client data
- Reverse engineer or copy portal systems

Confidentiality obligations survive termination of partnership.

7. Data Protection

Partners must handle any personal data obtained in connection with Rexwood Capital strictly in accordance with:

- Applicable data protection laws
- The Privacy & Data Protection Policy
- Contractual confidentiality obligations

Unauthorized data processing is strictly prohibited.

8. Commission & Compensation Information

Where compensation structures apply:

• Fee arrangements are governed exclusively by formal partnership agreements

• Portal data regarding commissions may be provisional

• Payment timing and calculation methodology are defined in written agreements

Portal displays do not create payment entitlement beyond contractual terms.

9. Limitation of Authority

Partners are not authorized to:

• Provide discretionary investment advice

• Execute transactions on behalf of investors

• Modify mandate terms

• Negotiate fees without written authorization

All mandates must be entered into directly between the investor and the relevant affiliated entity.

10. Suspension & Termination

Rexwood Capital reserves the right to:

• Suspend portal access

• Restrict marketing privileges

• Decline referrals

• Terminate partnership status

where breach of agreement, regulatory risk, sanctions exposure, compliance failure, or reputational concerns arise.

Suspension does not eliminate existing contractual obligations.

11. Limitation of Liability

To the fullest extent permitted by law, Rexwood Capital shall not be liable for:

• Partner misuse of materials

• Regulatory violations by partners

• Losses arising from unauthorized representations

• Jurisdictional non-compliance by partners

Partners operate independently and bear responsibility for their own regulatory and compliance obligations.

12. Amendments

This Disclosure may be updated periodically.

Continued use of the Partner Portal constitutes acceptance of the updated version.