

WEBSITE TERMS AND CONDITIONS

www.bdpw.us

Effective Date: 22 May 2026

1. Acceptance of Terms

By accessing or using the website located at www.bdpw.us (the "**Website**"), you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("**Terms**"). If you do not agree to these Terms in their entirety, you must immediately cease using the Website.

These Terms constitute a binding agreement between you and Black Diamond Private Wealth LLC, a limited liability company organized and validly existing under the laws of the State of Wyoming, United States of America ("**BDPW LLC**", "**we**", "**us**", or "**our**").

2. Nature of the Website and Services

The Website provides general corporate information regarding BDPW LLC and its private capital-borrowing activities. BDPW LLC is a private commercial borrower that enters into bilateral, fixed-term loan agreements with non-U.S. counterparties ("**Lenders**") for the purpose of funding its own proprietary corporate activities.

Nothing on this Website constitutes:

- an offer or solicitation to buy, sell, or subscribe for any security, financial instrument, or investment product;
- investment advice, financial advice, legal advice, tax advice, or any other form of regulated advice or recommendation;
- an offer to manage, invest, or pool funds on behalf of any person;
- a prospectus, offering document, or invitation to treat within the meaning of any applicable securities law;
- a representation that BDPW LLC is registered as an investment adviser, broker-dealer, investment company, money services business, or any other regulated financial entity.

3. Jurisdictional Limitation and Eligibility

The information on this Website is directed exclusively at persons located outside the United States of America. BDPW LLC does not solicit, and will not enter into loan agreements with, persons who are United States citizens, lawful permanent residents, or persons physically located within the United States at the time of any agreement.

By accessing this Website, you represent and warrant that:

- you are not a citizen or resident of the United States for purposes of U.S. federal securities laws;
- you are accessing this Website from a jurisdiction in which doing so is lawful;
- you are of legal age to contract in your jurisdiction of residence;
- you are not acting on behalf of any U.S. person.

If you do not satisfy these eligibility requirements, you must exit the Website immediately. BDPW LLC reserves the right to restrict access to the Website from any jurisdiction at any time, without notice.

4. No Securities Offering

BDPW LLC is not registered with the U.S. Securities and Exchange Commission ("SEC") as an investment adviser, broker-dealer, or investment company, and does not hold itself out as any of the foregoing. Loan agreements entered into by BDPW LLC are structured as bona fide lending arrangements between BDPW LLC (as borrower) and individual counterparties (as lenders). No equity, ownership interest, or profit participation in BDPW LLC is offered or conferred by any loan agreement.

Nothing in these Terms, on the Website, or in any document referenced herein shall be construed as an offer, solicitation, or recommendation to invest in any security within the meaning of the Securities Act of 1933, the Securities Exchange Act of 1934, or any applicable state or foreign securities law.

5. No Advisory or Fiduciary Relationship

Use of this Website does not establish any advisory, fiduciary, agency, or professional relationship between you and BDPW LLC. BDPW LLC does not act as your financial adviser, investment manager, or representative in any capacity. Any decision to enter into a loan agreement with BDPW LLC is made at your own initiative, and you are solely responsible for conducting your own due diligence and seeking independent professional advice before doing so.

6. Accuracy of Information

BDPW LLC endeavours to ensure that the information on the Website is accurate and current at the time of publication. However, BDPW LLC makes no representation or warranty, express or implied, as to the accuracy, completeness, currency, or fitness for purpose of any information on the Website. BDPW LLC reserves the right to update, amend, or remove any content at any time without notice.

You should not rely on any information on this Website as the basis for any financial, legal, or commercial decision without first obtaining independent professional advice.

7. Anti-Money Laundering and Know-Your-Customer Requirements

BDPW LLC maintains an Anti-Money Laundering and Counter-Terrorism Financing ("AML/CTF") compliance programme consistent with applicable U.S. federal law, including the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.) and the USA PATRIOT Act. All prospective Lenders are subject to customer identification and verification procedures prior to the execution of any loan agreement.

BDPW LLC reserves the right to decline, suspend, or terminate any lending relationship where it is unable to complete satisfactory customer due diligence, where it has reason to believe that a proposed transaction may involve proceeds of unlawful activity, or where applicable law requires it to do so.

A copy of BDPW LLC's AML/CTF Policy is available on request and is published on the Compliance & Disclosures page of the Website.

8. Intellectual Property

All content on this Website, including text, graphics, logos, and design elements, is the property of BDPW LLC or its licensors and is protected by applicable copyright and intellectual property laws. You may not reproduce, distribute, modify, or commercially exploit any content from this Website without prior written consent from BDPW LLC.

9. Privacy

BDPW LLC collects and processes personal data in accordance with its Privacy Policy, which is available on the Website. By using the Website, you consent to such collection and processing. The Privacy Policy is incorporated into these Terms by reference.

10. Limitation of Liability

To the maximum extent permitted by applicable law, BDPW LLC, its members, directors, officers, employees, agents, and representatives shall not be liable for any direct, indirect, incidental, consequential, special, or punitive loss or damage arising out of or in connection with your use of, or inability to use, the Website or any content contained therein, including but not limited to loss of data, loss of profit, or reputational damage.

Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, or any liability that cannot be excluded by law.

11. Third-Party Links and Content

The Website may contain links to third-party websites or resources. Such links are provided for convenience only. BDPW LLC does not endorse, and accepts no responsibility for, any content, products, or services available from third-party websites. Your use of third-party websites is at your own risk and subject to the terms and conditions of those websites.

12. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to its conflict of law provisions. Any dispute arising out of or in connection with these Terms or your use of the Website shall be subject to the exclusive jurisdiction of the courts of the State of Wyoming.

13. Amendments

BDPW LLC reserves the right to amend these Terms at any time by posting revised Terms on the Website. Amendments take effect from the date of posting. Continued use of the Website following the posting of amended Terms constitutes your acceptance of those amendments. It is your responsibility to review these Terms periodically.

14. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

Contact Details

All enquiries regarding these Terms should be directed to:

Black Diamond Private Wealth LLC

Registered Agent Address:

Company Sage Agents LLC,
1095 Sugarview Dr Ste 100, Sheridan, WY 82801

Principal/Correspondence

Address: 407 Lincoln Road, Suite 8N-313, Miami Beach, FL 33139

Email: private@bdpw.us

Website: www.bdpw.us

DISCLAIMER

This Website and its contents have been prepared for general information purposes only. BDPW LLC is not a U.S.-licensed attorney or regulated financial adviser. Nothing on this Website constitutes a legal opinion or regulated financial advice. Persons seeking legal, tax, or financial advice should engage qualified professionals admitted and licensed in their relevant jurisdiction.

© 2026 Black Diamond Private Wealth LLC. All rights reserved.