



## **Greystone Oil & Gas Terms, Conditions & Investor Policies**

Issued: September 2025  
Confidential Document

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## 1. INTRODUCTION

1.1 Purpose and Scope. These Terms and Conditions (the “ Terms ”) set out the rights, obligations, and expectations governing all investments, transactions, communications, and other relationships between Greystone Oil & Gas (the “ Company ”) and each participating investor (the “ Investor ”). The Terms apply to all current and future products, programs, and services offered by the Company unless expressly stated otherwise in writing.

1.2 Binding Effect. By engaging with the Company—including but not limited to submitting subscription documents, transferring funds, receiving statements or distributions, or using any investor portal—the Investor acknowledges that they have read, understood, and agree to be bound by these Terms. These Terms form a legally binding agreement between the Company and the Investor.

1.3 No General Solicitation or Advice. Nothing in these Terms or any related materials constitutes legal, tax, accounting, or investment advice, a general solicitation, or an offer to the public. Investors are solely responsible for obtaining independent professional advice and for determining the suitability of any investment in light of their particular objectives and risk tolerance.

1.4 Relationship to Other Documents. These Terms should be read together with any applicable subscription agreements, side letters, offering materials, investment policies, privacy notices, and risk disclosures (collectively, the “ Governing Documents ”). If a conflict arises between these Terms and any signed subscription agreement or applicable side letter, the executed agreement or side letter shall prevail to the extent of the conflict.

1.5 Amendments. The Company may update, modify, or amend these Terms from time to time to reflect changes in law, regulation, operational practices, or product features. Material amendments will be communicated to Investors in writing prior to becoming effective. Continued participation following such notice constitutes acceptance of the amended Terms.

1.6 Eligibility and Compliance. Access to the Company ’ s offerings may be limited to eligible participants under applicable laws and regulations (including, where relevant, accredited or professional investor standards). The Company reserves the right to request information and documentation to verify eligibility, identity, and source of funds and to refuse or terminate participation for failure to satisfy these requirements.

1.7 Regulatory and AML/KYC. The Company complies with applicable anti-money laundering (AML), counter-terrorist financing (CTF), sanctions, and know-your-customer (KYC) obligations. The Investor agrees to provide timely, accurate information and to notify the Company of any changes. The Company may decline, block, or return funds or freeze participation where required by law or internal policies.

1.8 Risk Acknowledgment. Investment in oil and gas-related opportunities involves a high degree of risk, including loss of principal, illiquidity, market and operational volatility, and external events beyond the Company ’ s control. Past performance does not guarantee future results. By participating, the Investor represents that they understand and accept these risks and have the financial capacity to bear them.

1.9 No Guarantee of Results. Unless expressly set forth in the Governing Documents for a specific product, the Company does not guarantee any rate of return, distribution schedule, exit outcome, or tax treatment. All projections, models, and forward-looking statements are inherently uncertain and subject to change without notice.

1.10 Fees, Profits, and Distributions. Summary information about fees, profit allocations, and distribution practices is provided in the Governing Documents for each program. The Company may adjust operational timelines and procedures where reasonably necessary or required by law, provided that Investors are notified of any material change.

1.11 Communications. The Company may provide notices, disclosures, statements, and other communications electronically (including via investor portals or email) or by other reasonable means. The Investor agrees to maintain up-to-date contact details and to promptly review all communications.

1.12 Confidentiality and Data Protection. The Company treats Investor information as confidential and handles personal data in accordance with applicable data-protection laws and the Company ’ s privacy notice. Disclosure may occur where required by law, regulation, or competent authority, or with the Investor ’ s consent.

1.13 Governing Law and Dispute Resolution. Except as otherwise specified in a governing subscription agreement or product-specific terms, these Terms shall be governed by the laws indicated in the Governing Documents, and disputes shall be resolved through the forum and process specified therein (which may include arbitration or mediation).

1.14 Acceptance. By initiating or continuing any investment-related activity with the Company, the Investor confirms acceptance of these Terms, acknowledges receipt of the relevant Governing Documents, and agrees to be bound thereby. If the Investor does not agree, they must refrain from participating and promptly notify the Company.

## 2. ELIGIBILITY

2.1 General Requirement. Participation in any offering of Greystone Oil & Gas (the “ Company ”) is limited to persons who satisfy all applicable legal, regulatory, and internal policy requirements (collectively, the “ Eligibility Requirements ”).

2.2 Legal Capacity. Each investor (the “ Investor ”) must have full legal capacity and authority to enter into binding agreements and to make the commitments contemplated by the governing documents.

2.3 Accredited/Professional Status. Where required by law or offering terms, the Investor must qualify as an accredited investor, qualified purchaser, professional client, or similar category under the relevant jurisdiction ’ s rules. The Company may rely on third-party verification services and/or self-certifications supported by evidence.

2.4 Jurisdictional Restrictions. Offerings may be unavailable in certain countries, states, or provinces due to regulatory limits. The Company may decline participation from any jurisdiction that would impose undue burden, cost, or risk of non-compliance.

2.5 AML/KYC and Sanctions Screening. Admission is subject to anti-money laundering (AML), counter-terrorist financing (CTF), sanctions, and know-your-customer (KYC) checks. The Investor agrees to provide government-issued identification, proof of address, source-of-funds/wealth information, and any other documents reasonably requested.

2.6 Politically Exposed Persons (PEPs). Additional due diligence may apply to Investors who are politically exposed persons or are closely related to/associated with PEPs. The Company may approve, condition, or reject participation at its discretion.

2.7 Sanctioned or High-Risk Parties. The Company will not accept investments from parties on sanctions lists or from jurisdictions classified as prohibited or high-risk under Company policy or applicable law.

2.8 Source of Funds/Wealth. The Investor represents that all capital originates from legitimate, verifiable sources and is not derived from criminal activity, corruption, or prohibited conduct. The Company may refuse or return funds that do not pass verification.

2.9 Suitability and Risk Tolerance. The Investor should have the financial ability to bear loss of capital, limited liquidity, and investment risk. The Investor is responsible for assessing suitability with independent professional advisers (legal, tax ,and financial).

2.10 Entities and Fiduciaries. Where the Investor is an entity, the signatory warrants due authorization and that all internal approvals have been obtained. Trustees, custodians, or fiduciaries represent that they are acting within their authority and in the best interests of beneficiaries.

2.11 Tax Residency and Reporting. The Investor agrees to provide accurate tax residency information (e.g., W-8/W-9 or local equivalents) and to update the Company promptly upon any change. Participation may be conditioned on the provision of valid tax forms and certifications.

2.12 Ongoing Information Obligations. Eligibility is continuing in nature. The Investor shall promptly notify the Company of any change affecting legal status, sanctions exposure, residency, contact details, or other material facts. Periodic re-verification may be required.

2.13 Right to Refuse, Suspend, or Terminate. The Company may decline an application, suspend redemptions, or terminate participation where Eligibility Requirements are not met or maintained, or where doing so is reasonably necessary to comply with law or protect the Company and other investors.

2.14 Transfer and Assignment Limits. Interests may not be transferred, assigned, or pledged except in compliance with the governing documents and applicable law, and subject to the transferee meeting all Eligibility Requirements (including AML/KYC).

2.15 Representations and Warranties. By participating, the Investor represents and warrants that all information provided is true, complete, and not misleading, and understands that the Company will rely on such information for compliance and suitability purposes.

2.16 Consequences of Misrepresentation. Providing false, incomplete, or misleading information may result in rejection, termination, or required withdrawal, and may expose the Investor to legal or regulatory consequences. The Company reserves all rights and remedies available at law and in equity.

### 3. INVESTMENT COMMITMENTS

3.1 Nature of Commitment. Each subscription or pledge of capital to Greystone Oil & Gas (the "Company") constitutes a binding commitment by the investor (the "Investor") to fund the subscribed amount in accordance with these Terms and the applicable governing documents (the "Governing Documents").

3.2 Verification and Clearance. All committed funds are subject to bank clearance and compliance verification (including AML/KYC, sanctions, and source-of-funds/wealth reviews). No commitment is deemed received, accepted, or effective until verified and cleared by the Company and its banking partners.

3.3 Source of Funds. The Investor represents and warrants that all funds originate from legitimate, verifiable sources and are not the proceeds of unlawful activity. The Company may request evidence supporting source of funds/wealth and may reject or return funds that do not meet verification standards.

3.4 Minimums, Maximums, and Tiers. Commitments are subject to program minimums/maximums and the profit distribution schedule set forth by the Company, including without limitation:

- USD \$5,000 – \$100,000: 5% monthly profit;
- USD \$100,001 – \$250,000: 7.5% monthly profit;
- USD \$250,001 and above: 8.5% monthly profit.

Tiering is determined by the cleared balance on the applicable measurement date and may change if the Investor adds or withdraws capital.

3.5 Effective Date for Profit Accrual. Profit calculations commence on the first business day following final clearance of funds (or such other date specified in the Governing Documents). Funds pending verification or held due to compliance review do not accrue profit.

3.6 Form of Payment. Funding shall be made via bank wire or other approved, traceable methods to designated Company accounts. The Company does not accept cash, money orders, or third-party payments without prior written approval.

3.7 Currencies and FX. Unless stated otherwise, commitments are denominated in U.S. dollars (USD). If funds are remitted in another currency, conversion charges, bank fees, and FX risk are borne by the Investor. The Company will credit the net USD amount received.

3.8 Right to Decline/Return Funds. The Company may, in its sole discretion, decline a commitment or return funds (net of bank charges and applicable fees) where compliance, capacity, or operational considerations so require.

3.9 Drawdowns and Additional Subscriptions. The Company may accept additional capital, institute periodic drawdowns, or cap new inflows to protect portfolio integrity. Additional subscriptions are subject to the same verification and clearance conditions.

3.10 Allocation and Capacity Constraints. In the event of oversubscription or capacity limits, the Company may prorate commitments, prioritize existing investors, or establish waitlists. Unallocated funds will be returned (net of charges).

3.11 Statements and Reconciliations. The Company will provide periodic statements reflecting contributions, profit accruals, withdrawals, fees (if any), and current tier status. The Investor agrees to review statements promptly and notify the Company of any discrepancies within the period specified in the Governing Documents.

3.12 Adjustments and Corrections. The Company may correct clerical, computational, or posting errors and may make retroactive adjustments to reflect accurate tiering, accrual dates, or fees. Any resulting shortfall or overage will be reconciled in the next cycle.

3.13 Default and Remedies. Failure to timely fund an approved commitment may result in suspension of participation, loss or adjustment of tier benefits, or other remedies set out in the Governing Documents. The Company may charge administrative costs associated with failed or reversed transfers.

3.14 Reductions and Reallocations. The Company may reduce or reallocate commitments if required by regulatory, operational, or risk-management considerations, or to maintain equitable treatment among investors.

3.15 No Assignment Without Consent. Commitments and related rights may not be assigned, transferred, or pledged by the Investor without the Company's prior written consent and satisfaction of all eligibility and compliance requirements.

3.16 Withholding and Deductions. The Company may withhold amounts for taxes, levies, bank fees, or legal obligations where required. Any withholding does not constitute a waiver of other rights or remedies.

3.17 Information Covenants. The Investor agrees to promptly furnish any information the Company reasonably requests to administer commitments, conduct audits, or comply with law, and to notify the Company of any material changes affecting identity, sanctions exposure, residency, or beneficial ownership.

3.18 Finality. Upon acceptance, verified clearance, and posting of funds, the commitment becomes part of the Investor's capital balance and is governed by these Terms and the Governing Documents, including the profit tiers and applicable withdrawal/redemption provisions.

#### 4. PROFIT DISTRIBUTION

4.1 Profit Tiers. Subject to these Terms and the applicable governing documents (the "Governing Documents"), monthly profit sharing shall be determined by the Investor's cleared capital balance (the "Balance") as of the applicable measurement date, according to the following schedule:

- USD \$5,000 – \$100,000: 5.0% monthly profit;
- USD \$100,001 – \$250,000: 7.5% monthly profit;
- USD \$250,001 and above: 8.5% monthly profit.

4.2 Tier Determination. Tier eligibility is based on the cleared Balance on the cut-off/measurement date specified by the Company. If the Balance increases or decreases due to additional subscriptions, redemptions, fees, or adjustments, the tier may change prospectively for subsequent periods.

4.3 Accrual Commencement. Profit accrual begins on the first business day following final bank clearance and compliance approval of funds. Amounts pending verification or held due to compliance review do not accrue profit.

4.4 Partial Periods. For capital admitted or withdrawn intra-month, the Company may calculate profit on a pro-rata basis using actual days outstanding divided by days in the relevant accrual period, unless otherwise provided in the Governing Documents.

4.5 Distribution Timing and Method. Unless the Company notifies otherwise, profit distributions are made monthly in U.S. dollars by bank wire (or other approved method) to the last designated account of record. Processing timelines may vary due to banking hours, holidays, or operational constraints.

4.6 Reinvestment (Compounding) Option. Where offered, the Investor may elect to reinvest part or all monthly profit into the Balance (thereby compounding). Elections or changes must be submitted within the notice window specified by the Company and will apply prospectively.

4.7 Net of Fees; Withholding. Distributions may be made net of applicable fees, bank charges, and withholding/taxes where required by law or the Governing Documents. The Company may withhold or set off amounts to satisfy legal or contractual obligations.

4.8 Compliance and Performance Contingency. All distributions are subject to operational performance, liquidity conditions, and compliance review (including AML/KYC and sanctions screening). The Company may defer, reduce, or suspend distributions where reasonably necessary to comply with law or to protect the integrity of the portfolio.

4.9 Statements and Reporting. The Company will provide periodic statements reflecting the opening Balance, contributions, withdrawals, tier status, profit accruals, fees (if any), and closing Balance. The Investor agrees to review statements promptly and to dispute any discrepancies within the time frame specified in the Governing Documents.

4.10 Corrections and Adjustments. The Company may correct clerical or computational errors and make retroactive adjustments where required to reflect accurate accruals, tiering, or effective dates. Any overpayment or underpayment will be reconciled in the next distribution cycle.

4.11 Suspension Events. In the event of force majeure, market disruptions, counterparty failure, regulatory directives, or material operational incidents, the Company may temporarily suspend calculations and/or distributions, with notice to Investors as practicable.

4.12 No Guarantee; Forward-Looking Statements. Profit tiers represent the targeted monthly distribution rates associated with Balance ranges; they are not a guarantee of returns, timing, liquidity, or continuity. Past performance does not guarantee future results. Any forward-looking statements are inherently uncertain and subject to change without notice.

4.13 Tax Matters. The Investor is solely responsible for tax reporting and payment in their jurisdiction. The Company does not provide tax advice. Tax treatment of distributions may vary by jurisdiction and individual circumstances; Investors should consult their professional advisers.

4.14 Change in Schedule. The Company may modify the distribution schedule, timing, or tier thresholds prospectively where reasonably necessary due to regulatory, operational, or market conditions. Material changes will be communicated to Investors in writing.

4.15 Governing Documents Prevail. If a conflict arises between this Section and a signed subscription agreement, side letter, or product-specific terms, the executed document shall prevail to the extent of the conflict.

## 5. RISK DISCLOSURE

5.1 General Statement. All investments involve risk. Participation with Greystone Oil & Gas (the “ Company ” ) exposes investors (the “ Investors ” ) to financial, operational, legal, and market uncertainties. The Company does not guarantee profits or preservation of capital. Investors must be able to withstand partial or total loss of invested funds.

5.2 Market & Commodity Price Risk. Returns are sensitive to oil, gas, and related commodity price movements, which can be volatile due to supply/demand dynamics, OPEC decisions, inventory levels, technological shifts, and broader macroeconomic factors.

5.3 Operational, Exploration & Production Risk. Drilling, completion, and production activities carry inherent uncertainties, including dry holes, lower-than-expected well performance, mechanical failures, cost overruns, contractor error, HSE incidents, and delays in equipment or services.

5.4 Reserve & Decline-Curve Risk. Reserve estimates are inherently uncertain and may change with new data. Actual production and decline rates may differ from projections, impacting cash flow and distribution capacity.

5.5 Regulatory, Legal & Policy Risk. Changes in laws, permits, royalties, leasing rules, taxation, environmental regulations, or enforcement priorities may increase costs, restrict operations, or limit profitability. Compliance failures can result in penalties or shutdowns.

5.6 Environmental, Health, Safety (EHS) & Liability Risk. Operations may impact the environment and pose safety risks. Spills, emissions, or accidents can trigger remediation costs, civil liabilities, regulatory actions, reputational harm, and increased insurance premiums.

5.7 Counterparty & Credit Risk. The Company relies on counterparties (operators, vendors, offtakers, hedging banks). Defaults, disputes, or insolvencies may impair operations, cash flows, or realized hedging outcomes.

5.8 Liquidity & Redemption Risk. Interests may be illiquid. Withdrawal/redemption rights (if any) can be limited, delayed, suspended, or prorated during adverse market or operational conditions, compliance reviews, or force majeure events.

5.9 Concentration & Diversification Risk. Exposure to specific basins, operators, or projects can amplify downside if localized disruptions occur. Lack of diversification increases sensitivity to single-asset outcomes.

5.10 Leverage & Financing Risk. If leverage is employed by a project or counterparty, adverse movements may magnify losses, trigger covenants, or force asset sales at unfavorable prices.

5.11 Currency & Interest Rate Risk. Non-USD investors may face FX translation risk. Interest rate changes can affect financing costs, asset valuations, and counterparty behavior.

5.12 Geopolitical, Sanctions & Force Majeure Risk. War, civil unrest, sanctions, embargoes, pandemics, natural disasters, or extreme weather can disrupt operations, supply chains, or markets and may necessitate suspension of distributions.

5.13 Infrastructure, Midstream & Logistics Risk. Constraints in gathering systems, pipelines, processing facilities, or transportation can delay sales or depress realized prices.

5.14 Technology, Cybersecurity & Data Risk. Reliance on digital systems, vendors, and communications creates exposure to cyberattacks, data breaches, system failures, and operational downtime.

5.15 Valuation & Model Risk. Fair values, reserve models, and performance forecasts involve assumptions and judgment; realized outcomes may differ materially from projections.

5.16 Fraud & Operational Integrity Risk. The energy sector can be exposed to fraud, misappropriation, or misconduct by third parties or personnel. Robust controls reduce—but cannot eliminate—this risk.

5.17 Insurance Limitations. Insurance may be unavailable, limited, exclude certain losses, or include deductibles and caps. Recovery under policies is not assured.

5.18 Tax & Structural Risk. Tax treatment depends on individual circumstances and may change with new laws or guidance. Structures used for investment or operations may yield outcomes different from expectations.

5.19 Key Personnel & Execution Risk. The performance of initiatives depends on the experience, bandwidth, health, and retention of key personnel and counterparties. Loss of key contributors can impair outcomes.

5.20 Hedging Risk. Hedges (if any) may not fully offset price risk, can introduce basis risk, margin requirements, counterparty exposure, or opportunity loss in rising price environments.

5.21 No Guarantee; Past Performance. Target distribution tiers (including 5.0%, 7.5%, 8.5% monthly) are targets, not guarantees. Past performance does not predict future results, and actual distributions may vary or be suspended.

5.22 Investor Responsibility. Investors should conduct independent due diligence and seek advice from qualified legal, tax, and financial professionals. Participation signifies that the Investor understands and accepts the foregoing risks and the possibility of loss of capital.

5.23 Updates & Additional Disclosures. The Company may supplement this Risk Disclosure from time to time. Investors agree to review all updates and related offering materials and acknowledge that risks may evolve with market, regulatory, or operational conditions.

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## 6. WITHDRAWALS & REDEMPTIONS

6.1 Notice Requirement. Withdrawal or redemption requests (each, a “Redemption”) must be submitted in writing no less than thirty (30) calendar days prior to the requested redemption date (the “Notice Period”), unless a longer period is specified in the Governing Documents.

6.2 Form and Content. Each Redemption must include the Investor’s full name, account details, amount or percentage to be redeemed, destination bank instructions, and any documents reasonably requested for verification. Incomplete requests will not be processed until cured.

6.3 Cut-Off Dates. Redemptions received after the monthly cut-off may be processed in the next eligible cycle. The Company will confirm receipt and indicate the next available processing date.

6.4 Eligibility & Compliance Holds. Processing is subject to AML/KYC, sanctions, and source-of-funds/wealth verification. The Company may place a temporary hold pending completion of reviews or where required by law or competent authority.

6.5 Valuation Basis. Redemption amounts are generally calculated using the most recent applicable valuation or accounting cycle recognized by the Company, net of fees, charges, and any applicable withholding/taxes.

6.6 Payment Timing. Subject to liquidity and compliance, Redemption proceeds are targeted to be paid within the operational timeframe specified by the Company after the effective redemption date. Banking holidays, cut-offs, FX conversions, or third-party delays may affect timing.

6.7 Method of Payment. Proceeds are remitted by bank wire (or other approved method) to the last verified account on record. The Company may refuse to send funds to third-party accounts absent prior written approval and compliance clearance.

6.8 Minimums, Tranches, and Frequency. The Company may impose minimum redemption amounts, tranche redemptions over multiple cycles, and/or limit the frequency of Redemptions to maintain prudent liquidity management.

6.9 Gates and Pro-Rata Limits. In extraordinary market or operational circumstances, the Company may defer or limit total monthly Redemptions via gates or pro-rata allocations among requesting investors to protect the portfolio and remaining investors.

6.10 Suspension Events. The Company may temporarily suspend Redemptions in whole or in part in the event of force majeure, severe market dislocation, valuation uncertainty, counterparty failure, cybersecurity incidents, regulatory directives, or other material operational risks.

6.11 Fees, Costs, and Withholding. Redemption proceeds may be reduced by bank fees, wire charges, FX costs, applicable taxes/withholding, and any amounts owed by the Investor to the Company. Any redemption fee disclosed in the Governing Documents may apply.

6.12 Partial Redemptions; Tier Impact. Partial Redemptions may reduce the Investor’s cleared balance and thereby change the profit tier prospectively (e.g., 8.5% 7.5% 5.0%) effective from the next accrual period.

6.13 Minimum Balance Requirement. If a Redemption would reduce the Investor’s balance below the program minimum, the Company may (a) redeem the entire balance, or (b) decline the Redemption unless adjusted to meet minimums.

6.14 Errors and Adjustments. The Company may correct clerical or computational errors and make retroactive adjustments where required to reflect accurate valuation, fees, withholdings, or dates. Any overpayment or shortfall will be reconciled in the next cycle.

6.15 Death, Incapacity, or Assignment. In cases of death, incapacity, or attempted assignment, the Company will process Redemptions only upon receipt of legally sufficient documentation (e.g., probate orders, powers of attorney) and completion of compliance checks.

6.16 Liens and Set-Off. The Company may withhold or set-off Redemption proceeds to satisfy unpaid fees, charges, tax obligations, or other amounts due, or as required by law, court order, or regulatory authority.

6.17 Communication of Decisions. The Company will notify the Investor of acceptance, deferral, suspension, or any gating action affecting the Redemption, and will provide status updates as practicable under prevailing conditions.

6.18 No Secondary Market. Interests are generally illiquid and not intended for active trading. Any transfer or assignment remains subject to prior Company consent and full satisfaction of eligibility and compliance requirements.

6.19 Finality. Upon payment of Redemption proceeds, the redeemed portion of the Investor’s balance is fully settled, and the Investor’s rights in respect of that portion cease, except for any surviving obligations (e.g., tax reporting, confidentiality).

6.20 Governing Documents Prevail. In the event of a conflict between this Section and any executed subscription agreement, side letter, or product-specific terms, the executed document shall prevail to the extent of the conflict.

## 7. CONFIDENTIALITY

7.1 Scope. Greystone Oil & Gas (the “ Company ”) treats all non-public information received from, relating to, or identifying an investor (the “ Investor ”) as confidential ( “ Confidential Information ”). Confidential Information includes personal data, account details, statements, agreements, funding sources, strategies, and any commercially sensitive materials.

7.2 Purpose Limitation. Confidential Information will be used solely for legitimate business purposes connected to onboarding, compliance, administration, reporting, distributions, risk management, and servicing the Investor ’ s participation.

7.3 Legal Bases & Consent. Processing of personal data occurs under applicable lawful bases (e.g., performance of contract, legal obligation, legitimate interests, or consent where required). The Investor agrees to provide accurate information and consents to processing as necessary to fulfil these purposes.

7.4 Permitted Disclosures. The Company may disclose Confidential Information only to:

- (a) its affiliates, directors, officers, employees, and professional advisers;
- (b) authorized service providers and data processors performing functions on the Company ’ s behalf;
- (c) regulators, exchanges, self-regulatory organizations, auditors, and tax authorities;
- (d) banks and payment intermediaries for settlement; and
- (e) any party where disclosure is required by law, subpoena, court order, or competent authority.

In each case, disclosure will be limited to the minimum necessary.

7.5 Service Providers & Processors. Third-party providers engaged by the Company are required, by contract, to maintain confidentiality, implement appropriate security measures, and process data only on the Company ’ s instructions.

7.6 Data Security. The Company employs reasonable administrative, technical, and physical safeguards (including access controls, encryption where appropriate, secure transmission, and segregation of duties) designed to protect Confidential Information against unauthorized access, use, disclosure, alteration, or destruction.

7.7 Incident Response. In the event of a confirmed data incident materially affecting the Investor ’ s personal data, the Company will take appropriate containment and remediation steps and, where required by law, notify affected Investors and /or regulators.

7.8 Retention. Confidential Information will be retained only as long as necessary to fulfil the purposes described or as required by law, regulation, contractual obligations, limitation periods, audit requirements, or tax/reporting rules. Thereafter, data will be securely deleted or anonymized.

7.9 Cross-Border Transfers. Where data is transferred across borders, the Company will implement appropriate safeguards (e.g., standard contractual clauses or equivalent) as required by applicable law to ensure a comparable level of protection.

7.10 Investor Rights (Where Applicable). Subject to legal exceptions, Investors may have rights to access, correct, update, restrict, object to, or request deletion of personal data, and to withdraw consent when processing relies on consent. Requests may be made to the Company using the contact details in the Governing Documents.

7.11 Third-Party Requests. The Company will resist or limit disclosure pursuant to third-party requests where lawful and practicable, and will seek protective orders or similar safeguards to preserve confidentiality, except where notification is prohibited by law.

7.12 Aggregate/De-Identified Data. The Company may create and use aggregated or de-identified information for analytics, risk management, reporting, or product enhancement, provided such information does not identify the Investor.

7.13 Investor Confidentiality Obligations. The Investor shall keep confidential all non-public information received from the Company, including reports, statements, trade details, and proprietary materials, and shall not disclose such information except to professional advisers bound by confidentiality or as required by law.

7.14 Publicity; Use of Name/Logo. Neither party shall use the other party ’ s name, logo, or trademarks in public materials without prior written consent, except for ordinary course disclosures required by law or regulator.

7.15 Regulatory & Legal Compliance. Nothing in this Section prevents disclosures necessary to comply with AML/KYC, sanctions, tax reporting (e.g., FATCA/CRS), audits, or other legal obligations, including cooperation with regulators and law-enforcement authorities.

7.16 Updates to Privacy Notices. The Company may update its privacy notices and confidentiality practices from time to time. Material changes affecting Investor rights will be communicated as required by applicable law.

7.17 Survival. The confidentiality obligations in this Section survive termination or redemption of the Investor ’ s participation to the extent permitted by law and for so long as the information remains confidential or as otherwise required by applicable record-keeping rules.

## 8. COMPLIANCE & LEGAL FRAMEWORK

**8.1 Regulatory Posture.** Greystone Oil & Gas (the “ Company ”) operates in accordance with applicable securities, commodities, corporate, and financial regulations in relevant jurisdictions. Where registration, licensing, or exemptions apply, the Company will maintain such status or rely on compliant exemptions, as appropriate.

**8.2 Applicability.** These compliance obligations apply to all products, transactions, communications, and services provided to investors (each, an “ Investor ”), and extend to the Company ’ s officers, employees, affiliates, and engaged service providers.

**8.3 AML/CTF Program.** The Company maintains a risk-based Anti-Money Laundering/Counter-Terrorist Financing (AML/CTF) program designed to prevent the misuse of its offerings. The program includes written policies, internal controls, independent testing, training, and a designated compliance officer.

**8.4 KYC & Customer Due Diligence.** Prior to admission and on an ongoing basis, the Company conducts Know Your Customer (KYC) measures, including identity verification, beneficial-ownership checks, source-of-funds/wealth reviews, and enhanced due diligence where warranted (e.g., for PEPs or high-risk jurisdictions).

**8.5 Sanctions Compliance.** The Company screens Investors and transactions against international sanctions lists (e.g., OFAC, UN, EU, UK) and may block, refuse, or report transactions where required. Participation from embargoed or prohibited jurisdictions may be restricted or declined.

**8.6 Recordkeeping.** The Company maintains records sufficient to demonstrate compliance with applicable laws, including investor onboarding files, transactional records, statements, and communications, for the retention periods required by law and internal policy.

**8.7 Anti-Bribery & Corruption.** The Company prohibits bribery, kickbacks, facilitation payments, and improper inducements in any form. Interactions with public officials or counterparties must comply with applicable anti-corruption laws (e.g., FCPA/UK Bribery Act or local equivalents).

**8.8 Fraud Prevention & Whistleblowing.** The Company employs controls to deter, detect, and respond to suspected fraud, misappropriation, or misconduct. Good-faith reports to compliance or designated channels are encouraged and will be handled confidentially to the extent permitted by law.

**8.9 Privacy & Data Protection.** Processing of personal data is subject to applicable data-protection laws and the Company ’ s privacy notices. Cross-border transfers, data-processor engagements, and security safeguards follow legal requirements and internal standards (see Section 7 – Confidentiality).

**8.10 Conflicts of Interest.** The Company maintains procedures to identify, manage, and disclose material conflicts, including allocation of opportunities, fees, related-party dealings, and outside business interests, consistent with law and the governing documents.

**8.11 Marketing & Communications.** Public and private communications (including performance information and forward-looking statements) are subject to fair, balanced, and not misleading standards and applicable advertising rules. The Company may require disclaimers and standard risk warnings.

**8.12 Tax & Reporting Obligations.** The Company may collect and report information as required under tax laws (e.g., FATCA/CRS equivalents). Investors agree to furnish requested tax forms and updates and acknowledge that failure to do so may result in withholding or restrictions.

**8.13 Independent Reviews & Audits.** Compliance controls may be subject to independent testing, internal audit, and external reviews. Investors agree that anonymized or necessary information may be shared with auditors and regulators, subject to confidentiality.

**8.14 Regulatory Cooperation.** The Company will cooperate with lawful requests from regulators, law-enforcement, and competent authorities. Investors acknowledge that transactions may be monitored and reported in accordance with applicable laws.

**8.15 Investor Cooperation.** Investors must cooperate with compliance checks at all times, including timely provision of requested information and documentation. Failure to cooperate may result in delays, restrictions, suspension, or termination of participation.

**8.16 Breach & Remedial Actions.** Where non-compliance is identified, the Company may implement remedial measures, including transaction blocks, account holds, reporting to authorities, or exit from relationships, as permitted by law and internal policy.

**8.17 Policy Updates.** Compliance policies and procedures may be updated to reflect changes in law, regulation, guidance, or risk assessment. Material updates impacting Investors will be communicated in a timely manner.

**8.18 Survival.** Compliance obligations that by their nature should survive (e.g., recordkeeping, cooperation with regulators, confidentiality, and sanctions adherence) survive redemption or termination of participation to the extent required by law.

## 9. AMENDMENTS

9.1 Right to Amend. Greystone Oil & Gas (the “ Company ” ) may modify, update, or amend these Terms and Conditions (the “ Terms ” ) from time to time to reflect changes in law, regulation, supervisory guidance, market practice, operational needs, or product features.

9.2 Material vs. Non-Material Changes.

(a) Material Changes are amendments that reasonably could affect Investor rights, obligations, fees, distributions, redemption mechanics, eligibility standards, risk profile, or dispute-resolution procedures.

(b) Non-Material Changes include clarifications, formatting, typographical corrections, cross-reference fixes, and administrative updates that do not alter substantive rights or obligations.

9.3 Notice of Material Changes. The Company will provide written notice of Material Changes to investors (each, an “ Investor ” ) in a reasonable manner (e.g., email, investor portal, secure file) before such changes take effect. The notice will summarize the amendments, the effective date, and where to access the updated Terms.

9.4 Notice Period & Effective Date. Unless a shorter period is required by law or urgent risk considerations, Material Changes will become effective no earlier than fourteen (14) days after the date of notice. Non-Material Changes may take effect immediately upon publication.

9.5 Access to Updated Terms. The most current version of the Terms will be maintained on the Company ’ s investor portal or otherwise made available upon request. The Company may provide a redline or summary of key changes at its discretion.

9.6 Acceptance Through Continued Participation. Continued participation following the stated effective date— including maintaining an account, making additional subscriptions, or receiving distributions—constitutes the Investor ’ s acceptance of the amended Terms, except where explicit consent is required by law or by a signed agreement.

9.7 Conflicts with Governing Documents. If an executed subscription agreement, side letter, or product-specific governing document (collectively, the “ Governing Documents ” ) conflicts with these Terms, the executed Governing Document prevails to the extent of the conflict. The Company may propose amendments to such Governing Documents where legally permitted.

9.8 Regulatory-Driven Amendments. Where amendments are required to comply with laws, regulations, sanctions, court orders, or regulatory directives, such amendments may take effect immediately or as mandated, with notice provided as practicable under the circumstances.

9.9 Investor Feedback. The Company may, but is not obligated to, solicit Investor feedback on proposed Material Changes. Feedback will be considered in good faith, particularly where a change affects operational processes, reporting, or redemption mechanics.

9.10 Severability of Amendments. If any amended provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be applied to the maximum extent permitted by law.

9.11 Historic Versions. The Company may retain prior versions of the Terms for recordkeeping and regulatory purposes. Upon request, the Company will furnish the version applicable to a specified time period, where available.

9.12 No Waiver. Failure by the Company to enforce any provision of the amended Terms shall not constitute a waiver of that provision or any other provision, nor prejudice the Company ’ s right to enforce such provision at a later time.

9.13 Notices Mechanics. Notices regarding amendments may be provided by email to the last email address on record, secure portal notifications, or other reasonable means. The Investor is responsible for maintaining current contact information and regularly reviewing communications.

9.14 Language and Translation. The English-language version of the Terms governs. Any translations are provided for convenience only; in the event of inconsistency, the English version controls.

9.15 Survival. Provisions in this Section 9 that by their nature should survive— including acceptance, conflicts handling, recordkeeping, and severability—survive termination or redemption of participation.

## 10. GOVERNING LAW

**10.1 Applicable Law.** These Terms and Conditions (the “ Terms ”) and any non-contractual obligations arising out of or in connection herewith shall be governed by and construed in accordance with the laws of the State of Texas, United States, without regard to its conflicts-of-law rules that would result in the application of the laws of any other jurisdiction.

**10.2 Arbitration Agreement.** Any dispute, claim, or controversy arising out of or relating to the Investor ’ s relationship with Greystone Oil & Gas (the “ Company ”), these Terms, or the breach, termination, enforcement, interpretation, or validity thereof (collectively, a “ Dispute ”) shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with the AAA Commercial Arbitration Rules and, where applicable, the AAA Procedures for Large, Complex Commercial Disputes (the “ Rules ”), as modified by this Section 10.

**10.3 Seat, Place, and Language.** The seat and place of arbitration shall be Houston, Texas, USA. The language of the arbitration shall be English. Hearings may be conducted in person, by video conference, or by hybrid method as the tribunal deems appropriate.

**10.4 Tribunal Composition.** Unless otherwise agreed:

- (a) If the amount in controversy is less than USD 1,000,000, the tribunal shall consist of one (1) arbitrator;
- (b) If the amount in controversy is USD 1,000,000 or more, the tribunal shall consist of three (3) arbitrators; each party shall nominate one arbitrator, and the two party-nominated arbitrators shall select the chair in accordance with the Rules.

**10.5 Emergency and Interim Relief.** The tribunal (and any AAA emergency arbitrator) may grant interim, provisional, or conservatory measures as permitted by law and the Rules. Notwithstanding the agreement to arbitrate, either party may seek temporary, preliminary, or injunctive relief in any court of competent jurisdiction solely to protect confidentiality, intellectual property, trade secrets, or to preserve the status quo pending arbitration.

**10.6 Confidentiality.** The existence of the arbitration, the proceedings, filings, evidence, and award shall be confidential, except to the extent disclosure is necessary to enforce or challenge an award, comply with applicable law or regulatory request, or as otherwise agreed in writing.

**10.7 Consolidation and Joinder.** To promote efficiency and consistency, the tribunal may, to the extent permitted by the Rules, consolidate related arbitrations or join additional parties whose rights or obligations arise out of the same facts or transactions underlying the Dispute.

**10.8 Discovery and Evidence.** The tribunal shall administer discovery proportionally to the needs of the case, with due regard for speed and cost. The tribunal may limit discovery, adopt confidentiality protections, and rely on written witness statements and remote testimony where appropriate.

**10.9 Award; Enforcement.** The tribunal shall issue a reasoned, written award. Judgment on the award may be entered and enforced in any court having jurisdiction. The award may include injunctive relief and specific performance where warranted.

**10.10 Fees and Costs.** Unless the tribunal determines otherwise, arbitration fees and costs shall be shared equally by the parties, subject to reallocation in the final award. The tribunal may award reasonable attorneys ’ fees and costs to the prevailing party where permitted by applicable law.

**10.11 Class and Representative Waiver.** To the fullest extent permitted by law, all proceedings must be conducted on an individual basis. The Investor and the Company waive any right to pursue claims as a class, collective, consolidated, private attorney general, or representative action in arbitration or in court.

**10.12 Court Proceedings for Ancillary Matters.** Any court proceedings ancillary to the arbitration (e.g., to compel or stay arbitration, appoint an arbitrator, confirm/vacate/modify an award, or obtain provisional relief) shall be brought exclusively in the state or federal courts located in Harris County, Texas. The parties irrevocably submit to the personal jurisdiction of such courts for these limited purposes and waive objections based on venue or forum non conveniens.

**10.13 Service of Process and Notices.** Service of process for court applications and notices in connection with arbitration may be effected by national courier, certified mail, or email to the last known addresses on record, with proof of transmission.

**10.14 Statute of Limitations.** To the extent permitted by law, any Dispute must be filed within the applicable statutory limitations period; the initiation of arbitration shall toll applicable limitations.

**10.15 Severability.** If any provision of this Section 10 is found invalid or unenforceable, such provision shall be modified to the minimum extent necessary to render it enforceable while preserving its intent, and the remainder shall remain in full force and effect.

**10.16 Survival.** This Section 10 shall survive termination, redemption, or expiration of the Investor ’ s participation and any assignment of rights or obligations hereunder.

**10.17 Prevailing Documents.** In the event of a conflict between this Section 10 and an executed subscription agreement or side letter specifying a different forum or dispute mechanism, the executed agreement shall prevail to the extent of the conflict.

**Disclaimer:**

Investing in oil and gas involves significant risk. Greystone Oil & Gas makes no warranties, expressed or implied, regarding the accuracy or completeness of this document. This is not an offer to sell securities, nor a solicitation to buy. Prospective investors should consult with their legal and financial advisors before making investment decisions.