

## APPENDIX B - GTCs

### 1. THE SERVICES

- 1.1. The Services provided by GPH are the provision of a trading platform and data services within the renewable energy market, available through a login to the website [www.greenpowerhub.com](http://www.greenpowerhub.com) (the "Hub" or the „Website“) or otherwise as provided by GPH to the Customer. The Hub provides prices, news and other data for the IRECs market, the European Guarantees of Origin market and other green certificate markets (the "Data"). The Hub further constitutes a trading platform for various green certificates such as IRECs and Guarantees of Origin. The Services are further described in Appendix A of the Agreement.
- 1.2. GPH reserves the right to change content of the Services at any time without prior notice.
- 1.3. The Agreement with Appendix A and B it constitutes the entire Agreement between the parties and supersedes all previous agreements between the parties relating to the subject matter of this Agreement.

### 2. TERM AND TERMINATION

- 2.1. The initial term of this Agreement runs from the Start date to the End date as defined in the Special Terms of the Agreement (the "Initial Term").
- 2.2. After the Initial Term, this Agreement is automatically renewed for an additional term (the Additional Term) of twelve (12) months if neither of the Parties terminates this Agreement with sixty (60) days prior written notice effective at the end of the initial term. Subscription fees are not refundable after the termination of a subscription.
- 2.3. In case of breach of the GTCs of the Agreement, the Agreement may be terminated within thirty (30) days prior written notice. In case of a material breach, the other party may terminate the Agreement with immediate effect. If neither party becomes insolvent or unable to pay its debts as they fall due, it will constitute a material breach of this Agreement.

### 3. PAYMENT AND INVOICING

- 3.1. The price agreed between GPH and the Customer for the Services (the "Subscription Fee") is set out in the General Terms of the Agreement.
- 3.2. Payment must be made in advance within fourteen (14) days after date of invoice unless otherwise specified in the Special Terms of this Agreement. If invoices are not paid at the correct time, GPH shall be entitled to charge interest on all amounts not paid daily from due until GPH receive the payment in full, at a rate equivalent to the official Norwegian interest rate on overdue payment. The fees described in this Agreement are annual fees unless otherwise specified.
- 3.3. All fees are exclusive all state, local and other taxes.
- 3.4. GPH may increase the Subscription Fee after the Initial Term. If this increase applies to the Customer, GPH will notify the Customer at least ninety (90) days in advance of the Additional Term.

### 4. DISCLAIMER AND NO WARRANTIES

- 4.1. GPH uses anonymized data (price, volume, etc.) from buying and selling interests, including matched interests and initiated trades (the "Hub Data") to provide its Services. However, GPH does not warrant the correctness or completeness of the Hub Data.
- 4.2. The Data consists of the Hub Data and information derived from information gathering and analysis of information obtained from third parties and sources believed to be reliable.
- 4.3. Any and all data, articles, analysis, newsletter, calculation, model, forecast, system, conclusion, advice and other material or information made available to the Customer by GPH in any way (the Data) is provided without any warranties or similar from GPH, neither explicit nor implied, regarding the accuracy or completeness of the Data. The Data is in general intended only to give a general overview of the subject matter.
- 4.4. The Hub is provided "as is" without any warranties. GPH (which includes GPH's employees, officers, directors, affiliates, agents, licensors and subcontractors) makes no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Hub and its accuracy, completeness, currentness, timeliness, non-infringement, title, merchantability or fitness for a particular purpose.
- 4.5. GPH aims to update the Data on a regular basis and may change the Data at any time. Any Data may however be out of date at any given time, and GPH has no obligation to update the Information.
- 4.6. GPH will use reasonable efforts, consistent with prevailing industry standards and practices, to maintain the availability of the Hub. Nonetheless, the Hub may be temporarily unavailable for scheduled maintenance and/or unscheduled emergency maintenance or due to causes beyond GPH's reasonable control.

- 4.7. GPH does not warrant that the Services, including the access to the Hub, will be uninterrupted, free of technical errors, viruses or other technologically harmful material or that they meet any particular criteria of performance or quality.
- 4.8. If necessary for security reasons or any other reason, GPH may suspend and/or close the Customer's access to the Hub and the Services.
- 4.9. The Customer acknowledges that GPH expressly waives any liability for the Customer's use of any Data which shall be done at Customer's sole risk, and that the Customer cannot make any claim against GPH related to its use of any Data.
- 4.10. The Hub and/or the Data may contain links and pointers to other internet sites maintained by third parties. GPH does not operate or control in any respect any information, products or services on such third-party sites. Third party links and pointers are included solely for the convenience of users, and do not constitute any endorsement by GPH. The Customer assumes sole responsibility for use of third party links and pointers.
- 4.11. GPH warrants to use reasonable efforts to ensure that no harmful links or material is contained on the Hub.
- 4.12. GPH is not a licensed financial advisor, investment firm or registered broker-dealer, and is not under supervision by any financial supervisory authority. No information provided by GPH is intended as securities brokerage, investment, tax, accounting or legal advice, or as an endorsement, recommendation or advice tailored to the Customer's particular situation.
- 4.13. The risk of trading on the Hub can be substantial and are not suitable for all investors. The Customer must consider all relevant risk factors, including its financial situation, before trading. The Customer assumes the risk of any and all financial investments it makes. In no event shall GPH be liable to the Customer or any third party or anyone else for any decision made or action taken by the Customer in reliance on content on the Hub or the Hub itself.
- 4.14. GPH does not control or warrant the actual execution of trades initiated on the Hub. The Hub is solely intended to display and match buying and selling interests and does not provide services with regards to final conclusion of contracts to buy and/or sell, clearing or settlement.
- 4.15. The Hub may provide an automated e-mail with a suggested trade contract related to matched interests on the Hub. Such standard contracts will be sought kept updated with well-known industry standards by GPH. However, GPH assumes no responsibility with regards to such standard contracts' accuracy, fit-for-purpose, completeness or lawfulness.
- 4.16. GPH does not verify or warrant that any client of the Hub is financially able or willing to complete trades initiated on the Hub, nor that it has any necessary licenses to perform such trades.
- 4.17. GPH does not report initiated trades to any financial supervisory authority, registers or similar entities.
- 4.18. Any communication facilitated by or done on the Hub is not stored or archived by GPH.

## 5. LIMITATION OF LIABILITY

- 5.1. GPH is not liable for any direct or indirect loss or any consequential damages incurred by the Customer, hereunder for any direct or indirect inaccuracies, errors or similar in the Data or the Services or any action or inaction taken in reliance upon the Data, save in the event of fraud, willful misconduct or intentional misrepresentation on the part of GPH.

## 6. INTELLECTUAL PROPERTY

- 6.1. GPH is the owner or the licensee of the Hub and the underlying technology, and all Information, including all Intellectual Property Rights vested in, related to or derived from the same.
- 6.2. All rights are reserved. All data, information, news, analyses, calculations, models, forecasts and systems contained in the Services and/or this website are the sole property of GPH and all rights in such material are reserved and may not, without the prior written consent of GPH be reproduced, published or summarised for distribution or incorporation into a report or other document or otherwise relayed or distributed in any form or by any means externally or to third parties or persons in whole or in part.
- 6.3. "Intellectual Property Rights" include all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may exist now, or in the future as well as the goodwill vested therein pertaining to the Services.
- 6.4. GPH grants the Customer a non-exclusive, non-transferable license for the duration of, and on the terms and conditions of, the Agreement to access and use the Services and the Intellectual Property Rights inherent in the same for Customer's internal use according to the Special Terms of the Agreement.
- 6.5. The Customer shall not modify, reproduce, duplicate, copy or re-sell any of the Services.
- 6.6. Breach of this clause may be fined by GPH with up to fifty-thousand (50,000) EUR for each violation, provided such fine and/or the size thereof is not clearly unreasonable based the seriousness of the relevant

breach. Such fining shall not affect GPH's right to claim compensation as a result of the breach, except that any paid fine shall be subtracted from such compensation.

## **7. CONFIDENTIALITY**

- 7.1. During and after termination of the Agreement, the parties shall keep any Data and information concerning the business and affairs or any other information of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of the Agreement or Services confidential, unless:
  - 7.1.1. the information was already lawfully known, or became lawfully known to either of the parties independently;
  - 7.1.2. it is in, or comes into, the public domain other than due to wrongful use or disclosure by the Customer; and/or
  - 7.1.3. use of it is necessary to carry out the Agreement; or disclosure is required by law.
- 7.2. The Customer is responsible for protecting and keeping secure the username(s) and password(s) to the Hub from unauthorized use. The Customer is responsible for any and all use of the Services and the Data using the Customer's username(s) and password(s).
- 7.3. If not agreed otherwise, the usage of the Data is restricted to the users defined in the Special Terms of the Agreement. The Customer must not make the Data available, in any way, to any other employees other than the users defined in the Special Terms of the Agreement, unless otherwise agreed.
- 7.4. The Customer shall not share the Data with any third parties, unless otherwise agreed.

## **8. MARKETING**

- 8.1. GPH may refer to the Customer as a Customer of GPH for the Services. The Customer grants to GPH a limited license to use the name, logos and trademarks of the Customer for the sole purpose of referring to it within the framework of GPH's marketing activities.

## **9. DATA RIGHTS AND COMMERCIALIZATION**

- 9.1. The Customer hereby grants GPH the exclusive right to use, commercialize, and distribute any and all data generated or resulting from the Customer's transactions on the Hub. This includes, but is not limited to, price data, transaction volumes, and other specifications relevant to a transaction. The rights granted under this clause are perpetual, irrevocable, and applicable worldwide. The Customer understands and acknowledges that GPH may use this data for any commercial purpose, including analysis, development of new products, marketing, and any other purposes deemed appropriate by GPH.

## **10. INDEMNIFICATION**

- 10.1. The Customer shall defend, indemnify and hold GPH harmless from and against any and all losses, suits, expenses (including attorneys' fees and costs of litigation) and any other liabilities of any nature, regardless of whether the claim is founded or unfounded, that arise out of or in any other way relates to or is derived from the Customer's use of the Data or any Services, and from any claim raised against GPH based on the Customer's use of Services or Data being inconsistent with law, or constitutes breach of the terms and conditions of the Agreement.

## **11. NOTICES AND CONTACT INFORMATION**

- 11.1. All notices, claims etc. from the Customer to GPH under the Agreement must be given in writing to GreenPowerHub AS postal address (Strandgaten 18, 5013-Bergen, Norway), by email to sales@greenpowerhub.com, unless the Customer has received notice of change of these addresses.
- 11.2. The Customer hereby accepts that any communication from GPH to the Customer under the Agreement may be done by posting notices on the Website, by using the e-mail address stated by the Customer in the Special Terms of the Agreement.
- 11.3. Request for technical support or reports on errors on greenpowerhub.com shall be done by sending an e-mail to support@greenpowerhub.com. All support communication shall be in English or in a Scandinavian language.

## **12. INTERPRETATION**

- 12.1. In the event of conflict between the Agreement and Appendix B, the Agreement shall apply.
- 12.2. The Customer acknowledges that, in entering into the Agreement, the Customer has not relied on any representation, undertaking or promise given by GPH except as expressly stated in the Agreement.

### **13. ADDITIONS AND AMENDMENTS TO THE AGREEMENT**

- 13.1. GPH may revise and amend the Agreement from time to time to reflect applicable contractual or statutory requirements, changes in technology and the Services, changes in payment methods, changes in the Website's capabilities and changes in general market conditions affecting GPH's business. Any amendment to the Agreement shall be effective from the time of notification of the amendment from GPH to the Customer.
- 13.2. GPH reserves the right to amend, remove, or add to these Terms and Conditions (Annex B) at any time. Any changes to the Terms and Conditions will become effective when GPH notifies the Customer of the revised Terms and Conditions. The Customer's use of the Hub following any changes means that the Customer accepts the updated Terms and Conditions.

### **14. LEGAL COSTS**

- 14.1. All legal costs, charges, duties and other expenses incurred by the Customer as a result of failing to perform its obligation in the Agreement shall be paid by the customer.

### **15. BUSINESS CONDUCT**

- 15.1. Although activity on the Hub is not governed by specific terms and conditions with regards to the relations between Customers, GPH and other Customers expect the Customer, in good faith, to comply with good business conduct when expressing buying and selling interests and concluding final agreements of a trade. If GPH is notified or otherwise deems that the Customer does not comply with GPH's interpretation of such good business conduct rules, GPH will terminate or suspend the Customer's access to the Hub.
- 15.2. Each party represents and warrants that neither the party nor, to the knowledge of the party, any director, officer, agent, employee, affiliate of or person acting on behalf of the party is engaged in any activity or conduct which would violate any applicable anti-bribery or anti-corruption law or regulation and which activity or conduct would be material in the context of the services provided/trades performed under the Agreement. In addition, it has instituted and maintains policies and procedures designed to prevent bribery, corruption and money laundering by the party, the group of companies it belongs to, persons associated to it, its responsible persons, its beneficial owners and ultimate beneficial owners. The responsible persons, beneficial owners, ultimate beneficial owners, employees, representatives and group companies do not engage in any activity which could violate the laws and regulations related to bribery, money laundering and corruption. Responsible persons referred to in this clause are Customers of the board or a similar, highest decision-making body of the company as well as its senior executives.
- 1.3. Each party consents the recording of telephone conversations between the relevant personnel of the parties in connection with the Agreement. Each party agrees to comply with applicable laws in such recording. Each party shall inform its employees of the recording and, if necessary, ensure that required permissions are acquired.

### **16. OTHER**

- 16.1. The Hub is intended for displaying buying and selling interests in Guarantees of Origin ("GOOs"), IRECs and other green certificates. The Hub is not intended for and does not allow facilitating of trading in financial instruments as defined in Directive 2014/65/EU (MiFID II) Annex I.

### **17. GOVERNING LAW AND JURISDICTION**

- 17.1. The parties' rights and obligations following from the Agreement shall be governed by Norwegian law. Disputes which may arise regarding, or as a result of, the Agreement, and which cannot be resolved amicably by the parties, shall finally be settled through arbitration according to Norwegian law of arbitration. The arbitration court shall be settled in Oslo, and the chairman shall be appointed by the first chairman in Oslo District Court. The arbitration shall be conducted in English. The arbitration court's administrative procedure and sentence shall be confidential between the parties.