

User Agreement for the B2B Market Place

q-bility GmbH

Brünnfeldstraße 3

85302 Gerolsbach, Germany

(henceforth „q-bility“)

and

Name here

Your Company

Main Street

Anywhere, Country

(henceforth „user“)

To ensure a transparent, far-reaching and well-founded market overview, the user and q-bility agree on the following components:

1. Obligations of the user

The user agrees to:

- Trade quantities via the marketplace q-bility or
- Report empty quantities, as defined in 1.1, to q-bility if no trading takes place or has taken place (both buy and sell); or
- Display any quantity that was traded via an alternative marketing channel, as defined in 1.2
- Treat reports received from q-bility as confidential and not share them with external third parties.

1.1. Reporting of empty quantities

If a user has not traded or will not trade any quantities for paragraphs 5, 6 or 7 according to the Kraftstoffverordnung (KVO), so-called empty quantities, in the corresponding commitment year, the user will indicate this q-bility. The notification will be sent by e-mail to Deals@q-bility.com.

1.2. Format of reported quantities

1.2.1. Report directly to q-bility

The user must report the quantity that was traded via an alternative marketing channel outside q-bility to the e-mail address Deals@q-bility.com at the latest 30 days after each conclusion of the contract.

This report is always anonymized and only contains information about the price, quantity and date of the deal.

q-bility reserves the right to carry out random checks of the reported deals on the basis of a data protection-compliant redacted document, which shows the price, quantity and date of the deal.

1.2.2. Reporting to q-bility via an external certifier

After conclusion of each contract, the user reports the quantity traded via an alternative marketing channel outside q-bility to an external certifier.

External certifiers are in particular:

- Consulting companies (KPMG, PwC, etc.)
- Law firms
- Notaries,
- Tax advisors

The user reports this external certifier, including the contact details, to q-bility.

No later than 30 days after conclusion of the contract, the external certifier reports anonymous information on the price, quantity and date of the deal to q-bility.

This message will be sent via e-mail to Deals@q-bility.com.

2. Obligations of q-bility

- q-bility is committed to:
- Provide the user with a report as defined in 2.1

Treat information received from the user confidentially and make it available to the market as defined in 2.2

2.1. Format and availability of reports

q-bility provides the user with an optional report on a quarterly basis, which in particular contains information on market movements, products, transactions and q-bility.

2.2. Processing of reported Data

The quantities reported by the user (as defined in 1.2) will be presented by q-bility within 14 days after reporting. It will take place anonymised in the trade overview of the marketplace and thus be made available to market participants.

q-bility will also include the reported price information in the price chart available on the marketplace.

3. Payment

3.1. Basic fee

By signing this „User Agreement“, the registration is completed in accordance with the General Terms and Conditions (No 2, Paragraph 4). The associated user account is activated. According to the fee schedule, this activation results in a basic fee of EUR 2,400 net, which is invoiced to the user annually at the end of the year.

This fee is payable for each calendar year in which an active user account has existed.

3.2. Waiver of the basic fee

.As soon as the user uses q-bility for the fulfilment of his target obligation and trades his quantities successfully via q-bility, the basic fee in accordance with 3.1 is omitted. and will not be charged at the end of the year.

The annual basic fee is also omitted if the user reports empty quantities, as in 1.1., or every quantity traded via an alternative marketing channel outside of q-bility, as defined in 1.2., to q-bility.

3.3. Costs of the standard contract

For q-bility to ensure that the standard contract provided to the user is always adapted to the current market regulations, the user will be charged a usage fee of EUR 40 net per use of the standard contract.

3.4. Costs of providing a report

If the user needs a report defined by q-bility as in 2.1., EUR 250 net per report will be charged.

This amount will be charged to the user quarterly after he received of the report. The user has the option to cancel this optional service at any time in writing via e-mail.

4. Optional Services

The user agrees to entrust q-bility with the following optional services:

- Preparation of a report as defined in 2.1 on a quarterly basis

5. Use for advertising purposes

The user grants q-bility the right to use its user logo for advertising and marketing purposes and to display it in particular on the <https://www.q-bility.com> website as a reference if q-bility sees a need.

6. Liability

q-bility cannot be held liable for incorrect information from third parties or incorrectly transmitted data by the user. q-bility only checks the information received for completeness.

q-bility reserves the right to request a legal review of the facts and to charge the user for costs and defaulting margins in the event of unauthorized disclosure of information or reports.

7. Contract term and termination

The „User Agreement“ runs for an indefinite period of time. Users may terminate this agreement in writing at any time with a notice of two weeks to the end of the month.

8. Adjustment of User Agreement

q-bility reserves the right to change the User Agreement annually with effect for the future in order to adapt them in particular to market developments and economic conditions. These changes will be communicated in text form to users with a lead time of at least two months before they become effective. The notification is usually sent by e-mail to the e-mail address provided by the user. If a user does not agree with the changes, the existing User Agreement will be terminated with the new User Agreement. Existing claims from the contractual relationship remain unaffected.

Anywhere, XX.XX.XXXX

Munich, XX.XX.XXXX

User represented by

q-bility represented by

Name in clear letters: XXX

Name in clear letters: XXX