

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE Q-BILITY SERVICES

1. SCOPE AND APPLICATION

(1) q-bility GmbH (hereinafter: "q-bility") develops and operates a platform on which contracts for the fulfilment of greenhouse gas reduction quota obligations (DE) and target obligations (AT) can be concluded by transferring or arranging a transfer from companies obliged under the Federal Immission Control Act (DE) or the Fuel Ordinance (AT) ("quota obligated parties" (DE) or "target obligated parties" (AT)) and third parties who are obliged to fulfil the quota obligation (DE) or "target obligated parties" (AT). Target Commitment (AT) ("Third-Party Purchasers") (collectively, "Users"). The

Secondary market trading of national emission certificates (nEZ) among the participants of the national emissions trading system (nEHS) in accordance with the Fuel Emissions Trading Act (BEHG) is possible.

(2) Market participants, such as operators of e-charging stations, Biomethane filling station operators, bio-LNG producers, traders, quota obligors (DE) and target obligated parties (AT), brokers, pooling service providers, hydrogen producers, participants in the nEHS and comparable interested parties trade corresponding greenhouse gas reduction quotas (DE), target commitments (AT) and nEZ (so-called "trading transactions").

(3) q-bility is neither a quota obligated party (DE), a target obligated party (AT), a participant in the nEHS, nor a third-party transferee, but acts exclusively as an intermediary. q-bility will never itself become a party to these contracts concluded between the users of the marketplace.

(4) In addition, q-bility offers the participants of the national emissions trading system (nEHS) in accordance with Fuel Emissions Trading Act (BEHG) offers simplified market access for ordering national emission certificates (NEZ) on the primary market via its platform.

(5) These T&Cs apply to the use of the platform by quota obligated parties (DE), target obligated parties (AT), participants of the nEHS and third-party transferees. q-bility expressly objects to deviating terms and conditions of the users. Deviating terms and conditions shall only apply if and to the extent that q-bility expressly agrees to them in writing. Deviating terms and conditions shall also not apply if q-bility provides access to the Platform or other services without reservation in the knowledge of the User's deviating conditions.

2. Q-BILITY PLATFORM AND REGISTRATION

(1) The use of the platform within the framework of the Federal Immission Control Act (DE) is subject to a fee and an annual basic fee is charged. The details of the costs incurred can be found in the current fee schedule.

(2) The use of the platform within the framework of the Fuel Ordinance (KVO) is subject to the payment of a basic fee. A brokerage fee is also charged for the brokerage of trading transactions via the platform (see section 12 for more details).

(3) The use of the platform as part of the secondary market of the national emissions trading system (nEHS) is subject to a fee and an annual basic fee is charged. The details of the can be found in the current fee schedule.

(4) The use of the platform within the framework of the primary market of national emissions trading (nEHS) is subject to a fee and an annual basic fee is charged. The details of the costs incurred can be found in the current fee schedule.

(5) The use of the platform within the framework of the Federal Immission Control Act requires the user to register. To register, the user must open a user account and agree to these terms and conditions. By registering, a contract for the use of the q-bility platform is concluded between the user and q-bility. There is no entitlement to the conclusion of such a user contract.

(6) The use of the platform within the framework of the Fuel Ordinance (KVO) requires the user to register. To register, the user must open a user account and use it. Agree to terms and conditions. By registering, the user and q-bility a contract for the use of the q-bility platform has been concluded. In order to complete the registration and activate access to the platform, it is also necessary to subscribe to a supplementary User agreement required. There is no entitlement to the conclusion of a user contract or a user agreement.

(7) The use of the platform within the framework of the secondary market of the national emissions trading system (nEHS) requires the user to register. To register, the user must enter a Open an account and agree to these terms and conditions. By registering, a contract for the use of the q-bility platform is concluded between the user and q-bility. There is no entitlement to the conclusion of such a user contract.

(8) The use of the platform within the framework of the primary market of the national emissions trading system (nEHS) requires the user to register. To register, the user must have a user account and agree to these Terms and Conditions. By registering, a contract for the use of the q-bility platform is concluded between the user and q-bility. In order to conclude the use of the platform within the framework of the primary market of the national emissions trading system (nEHS), the subscription of a market access agreement supplementing these GTC is required. There is no entitlement to the conclusion of a usage contract or a market access contract.

(9) The user must provide the data requested by q-bility as part of the registration process truthfully and completely. The registration of legal entities or partnerships must be carried out by a person authorised to represent them. This shall be listed by name. q-bility can exempt the registration from the verification of the user data as well as the power of representation. q-bility will ask the user to verify himself if there is any ambiguity about his or her true identity or power of representation. The corresponding data used for registration shall be used by the user for the entire duration of the contract. up-to-date.

(10) Users are obliged to keep any login data and passwords for access to the platform secret and to keep them safe and inaccessible to third parties. Persons to whom the user grants access authorization must be instructed accordingly by the user and obliged to the same extent.

(11) The User must inform q-bility immediately if he or she becomes aware that unauthorized third parties have obtained access data to the Platform. Q-bility is entitled, but not obliged, to: to take measures to mitigate the damage and, for example, to cancel the corresponding customer account.

or change the access data. In this case, the user has the right to request new access data from q-bility. If a third party uses a customer account to gain access to the platform after obtaining the required access data by the user not having to use them, the User is responsible for any actions of third parties with or through this customer account as if he had acted himself. This does not apply if the user q-bility

had previously informed the plaintiff of the concrete threat of unauthorised access by a third party with sufficient lead time to take countermeasures.

(12) q-bility has the right to technically process offers and requests from users in such a way that they can also be displayed on mobile devices or apps.

(13) Communication with q-bility is electronic. q-bility may contact users electronically in various ways, e.g. by providing electronic messages or other communications on the Platform or in the case of personal messages in the User's electronic mailbox provided for this purpose, via e-mail or Text message.

(14) q-bility is entitled to expand the scope of the Platform's software functions at any time, to adapt them to technical progress and/or to improve them. q-bility is also entitled to make additional security measures or similar changes at any time.

3. USE OF THE PLATFORM AS A STORAGE LOCATION

(1) q-bility also offers users the option of using the platform as a central storage location for required documents for quantity declaration, such as Nabisy certificates, UBA certificates, purchase invoices, quota transfer agreements and target commitment agreements or emission reports.

(2) The user remains the owner of the data stored on q-bility's servers and can access, manage, export or use the functions within the platform at any time delete. If this does not work as desired in individual cases for technical reasons, the user can contact q-bility's customer support at any time to provide the data.

(3) q-bility will take appropriate and appropriate measures to protect the data protected by the user stored data. The options offered to the user for data storage, if any, are used exclusively for safekeeping in connection with the brokering of quota transfer or target commitment agreements or the trading or ordering of national emission certificates (nEZ) and their settlement. q-bility therefore does not have any custody or custody obligations beyond the purpose of the contract with regard to such data that serve purposes other than the brokerage of quota transfer agreements and their processing.

(4) The user must regularly make appropriate data backups on his own responsibility.

4. SETTLEMENT SERVICES

Furthermore, q-bility offers users further assistance in the processing of the contractually agreed quota transfer within the framework of the Federal Immission Control Act (DE) ("q-bility additional services"). The q-bility additional services can be booked by the users when the contract is processed via the platform. In addition to these General Terms and Conditions, the use of the q-bility additional services is also subject to the applicable special terms and conditions. Terms and Conditions of the q-bility Additional Services.

5. RIGHT OF USE

(1) For the term of the contract, q-bility grants the user a limited, revocable, non-contractual exclusive, non-transferable, and non-sublicensable right to use the Platform and the tools and samples made available through it under the Agreement and only for the

purpose of the platform (brokerage of contracts and services in the field of in connection with the fulfilment of greenhouse gas reduction quota commitments (DE) or target commitments (AT) or the trading or ordering of national emission allowances (nEZ) or the tools and samples. The granting of rights to additional services subject to a fee is subject to the full and timely payment of the remuneration due in each case.

(2) A transfer of rights to third parties is not permitted.

(3) The Platform may only be used for its intended use. Exploitation or spying of the database using other software is not permitted. It is also prohibited to copy, share, send or publish the available data on the Platform, unless the Platform expressly provides such a function or this is necessary for the intended use of the Platform. q-bility reserves the right to prohibit the use of the Platform by the User with immediate effect in the event of signs of abuse.

(4) Any form of decompilation, reverse engineering, or other action to Decomposition of the software used to provide the Platform into individual parts or components is prohibited. The rights under §§ 69d, 69e UrhG remain unaffected.

6. AVAILABILITY

(1) In order to ensure the smooth functioning of the Platform and the services offered, q-bility regularly carries out maintenance, servicing and updating work ("routine maintenance work") on the system. Such work is usually carried out at times of expected low occupancy.

(2) q-bility ensures an average annual uptime of the platform during the trading hours and other software-as-a-service services stated on the platform of 99%.

Exceptions to this are times when the platform or other services provided are not accessible due to technical or other problems beyond q-bility's control (e.g. force majeure). It also excludes periods when routine maintenance is carried out.

(3) q-bility may restrict access to the Platform and other services provided if the security and integrity of the Platform so requires. These times are also not taken into account when calculating average availability.

(4) q-bility will inform the user in real time about upcoming maintenance appointments if the availability of the services cannot be guaranteed for a longer period of time due to such maintenance work.

(5) q-bility's liability for the unavailability of the platform due to intent and gross negligence on the part of q-bility remains unaffected.

7. MEASURES TO PROTECT USERS AND MAINTAIN THE INTEGRITY OF THE PLATFORM

(1) If there are concrete indications that a user is violating legal regulations, the rights of third parties, these T&Cs or if there is any other legitimate interest in protecting the other users, in particular in the event of suspicion of fraudulent activities, q-bility is entitled:

-Delete offers and requests as well as other content or, subject to further examination, temporarily hide them;

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-make the publication of offers, requests or other content subject to prior examination; or users and to block them temporarily or permanently.

-temporarily block or permanently deactivate individual functions.

When selecting the measures taken, q-bility always ensures that the legitimate interests of the user are sufficiently protected. This is especially true if the user is not responsible for the infringement.

(2) A permanent block is considered if the user

-uses falsely false data;

-in the event of unlawful transfer or granting of the User Account to a third party;

-in the event of a violation of the legitimate interests of other users or of q-bility to a not merely insignificant extent;

-in the event of repeated violations of these T&Cs; or

-if there is another, equally important reason.

(3) After one of the aforementioned measures from this paragraph, the user retains the opportunity to clarify and, if necessary, eliminate the facts on which such a measure is based within the framework of internal complaint management.

8. PROCEDURE OF THE MEDIATION AND CONCLUSION OF THE CONTRACT

(1) On the platform, users can post offers to conclude a trade. It is possible to determine a price ("starting price") for the respective offer and to broker the greenhouse gas reduction quota transfer (DE) or the target commitment transfer (AT) to the highest bidder in an auction, as well as to carry out secondary market trading in national emission certificates (NEZ).

(2) In order to post an offer, it is necessary to have the information opportunity for users (this includes, in particular, quantity, quality, year of commitment and starting price). This data is used when trading via the platform for the (brokerage) contract that is concluded and for some of the q-bility additional services. The advertising user must ensure that this data is accurate and complete.

(3) By posting an offer, the user makes a binding offer to conclude a trading transaction. In doing so, he determines the acceptance period.

(4) Users have the opportunity to negotiate with each other and propose a different price via the options provided by the platform.

(5) Bids in auction format can be withdrawn without reason as long as no bid has been submitted for them that at least corresponds to the starting price.

(6) In the case of auctions, quota obligors (DE) or target obligated parties (AT) or participants in nEHS Secondary Market trading as users submit a declaration of acceptance of the offer of the third-party transferee or another participant in nEHS Secondary Market trading by submitting a bid. This declaration of acceptance is conditional on the fact that the bidding quota obligated party

or participant in nEHS Secondary Market trading is the highest bidder upon expiry of the Offer Period.

(7) If the auction is terminated prematurely by the third-party purchaser or participant in nEHS secondary market trading, the bid is concluded between the third party and the highest bidder. commercial transaction to the extent that its bid at least corresponds to or exceeds the starting price. This does not apply if the third-party transferee or participant in nEHS secondary market trading was authorised to terminate the transaction prematurely for good cause. An important reason exists if:

-the quotation contains errors; or

-the third-party transferee was subject to an error when advertising the offer, which entitles him to contest it.

(8) In the event that an offer is deleted by q-bility during an ongoing auction, there is no conclusion of a contract between the third-party purchaser and the bidding quota obligated parties (DE) or target obligated parties (AT) or between the participants of nEHS secondary market trading.

9. PETITIONS

(1) In addition, users have the option of posting requests on the platform. Requests are also offers to conclude a trading transaction. The difference is that in this case, the user's first declaration of intent is not accompanied by a

Third-party transferee or participant in nEHS Secondary Market trading, but may be accepted by a third-party transferee or other participant in nEHS Secondary Market trading. The provisions of Sections 4 and 8 shall apply mutatis mutandis, but with the proviso that the commercial transaction is generally concluded with the lowest bid, i.e. the most favourable offer from the user's point of view, in response to the application. This means that the bidders undercut each other with their bids on the application instead of outbidding each other.

(2) Requests are carried out as auctions via the platform as standard. In addition to an application deadline, the user must determine a starting price in the sense of a maximum price for the application. In principle, the contract will be awarded to the most advantageous bid that has been submitted to the

application is submitted and complies with the conditions of the application. In the case of applications, it is also possible for a third-party transferee or participant in nEHS secondary market trading to contact the user posting the application via the options provided by the platform to negotiate the price or other contractual modalities.

(3) The other mandatory information for the posting of an application by a quota and/or target obligated party or participant in nEHS secondary market trading corresponds to that for posting an offer by a third-party buyer or participant in nEHS secondary market trading.

(4) By submitting a request, the user submits a binding offer to conclude a commercial transaction under the conditions specified by him, which is addressed to the most advantageous bidder participating in the request auction. The offer is valid for the application deadline and can be revoked at any time as long as no bid has been submitted in accordance with the conditions. However, once at least one bid has already been placed, the application may only be withdrawn for a justifying reason. In the event of deviations of the received bids from the conditions of the application, the user is free to accept or reject such offers, unless the deviation consists only of undercutting the starting price.

10. CONTRACT CONFIRMATION

If the platform is used via the platform as in No. 8 or 9 have been submitted by users for a trading transaction, q-bility will release this intended trading transaction, provided that no errors or inconsistencies are detected during any internal audits by q-bility. The parties then receive an automatically generated deal

Confirmation by email or via the platform. This confirms the successful brokerage of the trading transaction.

11. ORDER EXPIRATION AND CONTRACT CONFIRMATION ON THE NEHS PRIMARY MARKET

The process of ordering national emission allowances on the primary market and their contractual processing are regulated accordingly by the market access agreement.

12. PAYMENT AND CONTRACT PROCESSING

(1) Payment is made directly between the users involved in the trading transaction. q-bility is not involved in the payment process between users.

(2) The market access contract regulates the process of payment for orders for national emission certificates (NEZ) on the primary market accordingly.

(3) For the purpose of executing the contract, q-bility shall provide the users with a contract based on the specified

User data automatically pre-filled standard quota transfer contract (DE) or standard quota brokerage contract (DE) or standard target commitment agreement (AT) or nEZ

Secondary market contract ready. These sample documents can be viewed in the marketplace under Downloads.

(4) For orders of national emission certificates (nEZ) on the primary market, this is regulated accordingly in the market access contract.

(5) The creator of applications and offers in accordance with No. 8 or 9 may determine the fundamental use of the standard quota brokerage agreement (DE) or the standard quota transfer agreement (DE) or standard target commitment agreement (AT) or nEZ secondary market contract as the subject matter of the application or offer.

(6) The sample contracts were prepared by a lawyer on behalf of q-bility and are made available to users. At the time of their creation, these corresponded to the current legal situation and supreme court case law. The status of the last inspection of each sample is indicated on the respective sample with the date.

(7) However, since both the legal situation and the case law are constantly evolving, absolute legal certainty cannot be guaranteed. This applies in particular since q-bility does not and is not allowed to provide legal advice services and does not mediate to any. The provision of these templates is therefore only intended to simplify the process for users, but is not suitable to replace comprehensive legal advice.

(8) Even if an offer or request specifies the use of the model contract, the users involved in this commercial transaction always remain entitled to adapt the templates to changing legal requirements or to request such an adaptation from the respective contractual partners.

(9) If a user should notice that a model contract posted on the platform no longer corresponds to the latest legal situation, it is incumbent on the user to inform q-bility of this so that these templates can be adapted accordingly for the future.

12. SERVICE FEES

(1) If the fee schedule expressly provides for a brokerage fee for certain trading transactions, q-bility will charge a brokerage fee to the contracting users for each trading transaction successfully concluded via the platform. The fee schedule specifies whether only one or both parties involved have to pay a brokerage fee. If the fees are to be borne by the users involved in the trading transaction in the same amount, this is not joint and several liability. The amount of the brokerage fee is determined by the amount of the contractually agreed greenhouse gas reduction quota transfer (DE) or target commitment transfer (AT) or, in the nEHS secondary market, by the amount of nEZ. It is calculated per tonne within the framework of the Federal Immission Control Act (DE) and within the framework of the Fuel Ordinance (AT) is calculated per ton or per giga joule depending on the product. As part of the Secondary market of the national emissions trading system, the calculation is made per piece nEZ. As part of the order on the primary market of the national emissions trading system, the calculation is made per Order. The price is based on the current fee schedule.

(2) The brokerage fee is due upon delivery of the deal confirmation.

(3) Users are prohibited from changing the fee structure, for example by collusively agreeing on a lower greenhouse gas reduction quota transfer (DE) or target commitment transfer (AT) or nEZ quantity. If a user offers another user through this platform, To convey the greenhouse gas reduction quota (DE) and/or target commitment (AT) and/or nEHS obligation outside of the platform, q-bility will charge a referral commission for q-bility having brokered this trading transaction.

(4) Payment of the fees is to be made exclusively to the business account of q-bility specified in the request for payment.

(5) q-bility may send invoices to the User by email or upload them as an electronic document to the User's account on the Platform.

(6) The User shall be in default without a reminder if he/she does not pay the invoice amount within 14 days of receipt of the invoice. In the event of default of payment, the statutory default interest applies. The assertion of further claims, in particular further damage caused by default, is reserved.

13. WARRANTY FOR THE PLATFORM

(1) q-bility guarantees that the platform is developed with the usual care and is free of defects (bugs, etc.) that impair or exclude its suitability for ordinary or contractual use to a not inconsiderable extent.

(2) The quality and reliability of the proposals made by the platform also depends on the time between the collection and the analysis of the relevant data. q-bility makes every effort to collect and present data that is as up-to-date as possible. A recording in However, due to technical limitations of the capture process and the Update intervals of the participating systems are not possible. There is therefore always a risk that the analyzed data is already outdated and the suggestions based on it are no longer reliable. These

are therefore always to be understood only as a guideline.

(3)

(4) According to the current state of the art, it is not possible to create software and hardware in such a way that it works flawlessly in all application combinations, works with previously unknown software and hardware from third-party providers and/or is protected against manipulation of any kind by third parties. q-bility only warrants that the platform used and made available by q-bility will be used for the intended purpose described on q-bility's website. suitable for use.

(5) q-bility does not assume any liability for the achievement of the user's intended business purpose and is not liable for the consequences of the User's business decisions.

14. LIMITATION

(1) The operation and availability of the platform, including the public telephone network, computer networks and the Internet, can be affected by numerous factors beyond the control of q-bility. If the use of the platform is temporarily impaired or even impossible by such disruptions, q-bility is not responsible for such circumstances beyond the control or responsibility of q-bility. In particular, q-bility as an intermediary shall not be liable in the event of quota defaults or defaults of undertakings or shortfalls in the emissions trading register of the German Emissions Trading Authority DEHSt, because q-bility is not a party to the trading transaction.

(2) q-bility is fully liable for damages in the event of intent and gross negligence.

(3) In the event of slight negligence, q-bility's liability is limited to the breach of essential contractual obligations. Under essential contractual obligations, such obligations that enable the proper execution of the contract in the first place and on the fulfilment of which the contractual partner may rely.

(4) In the event of a breach of essential contractual obligations, q-bility's obligation to pay compensation is limited to the foreseeable damage typical for the contract.

(5) However, the limitations of liability in these General Terms and Conditions do not apply to liability for injury to life, limb and health, for violation of a or according to the Product Liability Act.

(6) In addition, any liability on the part of q-bility is excluded.

(7) The above exclusions or limitations of liability also apply with regard to the Liability of the employees, employees, employees, representatives and vicarious agents of q-bility.

(8) It is the responsibility of the users to notify q-bility immediately in text form of damages and losses for which q-bility is responsible or to have them recorded by q-bility.

15. EXEMPTION

The User shall indemnify q-bility against all claims asserted by other Users or third parties against q-bility due to infringement of their rights by the Indemnifying User on the Platform as well as due to his or her other conduct on the Platform. The indemnifying user assumes the costs of the necessary legal defence. These include all court and lawyer costs at the statutory rate. This shall not apply if the indemnifying user is not responsible for the infringement. If the indemnifying user becomes aware of a possible claim by third parties or other users, he is obliged to provide q-bility immediately,

truthfully and completely with all information necessary for the examination of the claims and a defense.

16. CONTRACT TERM AND TERMINATION

(1) The contract for the use of the platform runs for an indefinite period of time. Users can terminate this contract at any time with a notice period of two weeks to the end of the month in text form. The

The validity of declarations of intent made by the user towards other users remains unaffected by this.

(2) q-bility can terminate the user contract at any time with a notice period of 30 days to the end of the month. If q-bility terminates the contract with notice while the user is still working on a trading transaction or contract processing, q-bility will enable the user to continue using the platform until the conclusion of the auction, including any contract processing, within the scope of what is reasonable. However, participation in new offers or applications will no longer be possible.

(3) The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if the user violates essential provisions of this Treaty.

(4) After termination of the contract, q-bility shall have no obligation to provide any data relating to the user.

save. These can be deleted at any time and without prior notice. It is the User's responsibility to back up this data in good time before the end of the contract and

Make backup copies. In the event of an unexpected, premature termination of the contract for which the User is not responsible, q-bility will grant the User a reasonable period of time to back up and make backup copies of this data.

17. PRIVACY

(1) q-bility collects, processes and uses any personal data of the user in order to maintain contact with the user and to fulfil the contractual relationship. More Information can be found in the special privacy policy of q-bility.

(2) q-bility may provide its services by way of commissioned data processing, insofar as it is personal data. In this respect, the user is the client. q-bility provides the services on the instructions of the user. If this is necessary for the specifically agreed scope of services, the user undertakes to work with q-bility to provide a solution that meets the legal requirements contract for commissioned data processing, in which further details are regulated in accordance with the legal requirements of data protection law.

18. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

(1) q-bility reserves the right to amend or revoke these T&Cs with effect for the future.

if this is necessary for valid reasons. This includes, in particular, cases in which adjustments to the legal or statutory situation or to new technical developments are necessary, regulatory gaps are to be closed or the range of services offered by q-bility changes. If the change significantly disturbs the contractual balance between q-bility and the users and the change becomes unreasonable for the users as a result, the change will not be made.

(2) Changes to the T&Cs are communicated to the User in an appropriate manner by electronic notification. The notification is usually made by sending an e-mail to the e-mail address provided by the user.

(3) The user may object to the changes to the GTC in writing within 6 weeks of receipt of the notification and opportunity to take note of them. Among other things, the user can send an e-mail to info@q-bility.com in which he declares his objection.

(4) If the User does not agree to the changes, he or she shall be entitled to an extraordinary right to do so until the proposed date on which the changes take effect. right of termination. If the User does not object to the amended T&Cs within the period, the amended or supplemented T&Cs shall become effective against him.

(5) If the user objects within the period, the original T&Cs will remain valid for existing contracts (but only for these) until further notice.

(6) In the notification of the amendment to the GTC, q-bility will draw the User's attention to the possibility of objection and termination, the deadline and the legal consequences, in particular with regard to a failure to object.

19. FINAL PROVISIONS

(1) In cases where a party is prevented from providing services due to force majeure, e.g. in the case of:

In the event of natural disasters, fire, war, terrorism or strikes, the performance and delivery periods will be suspended for the duration of these events.

(2) The contractual relationships between q-bility and the User shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and international conflict of law rules.

(3) The place of performance is the registered office of q-bility. The place of jurisdiction is Munich, Germany.

(4) Should individual provisions of these Terms of Use not be legally effective, or should they subsequently lose their legal effect, the remaining provisions shall remain unaffected.

(5) All declarations made within the framework of this User Agreement must be made in writing or text.

SPECIAL TERMS AND CONDITIONS FOR THE USE OF Q-BILITY ADDITIONAL SERVICES WITHIN THE FRAMEWORK OF THE FEDERAL IMMISSION CONTROL ACT(DE)

In addition to the platform, q-bility also offers so-called additional services ("q-bility additional services"), which can be optionally booked by users when processing trading transactions. These additional services are intended to help users with the processing and make it easier for them to carry out the officially required verification process. The following Special Terms and Conditions apply in addition to the General Terms and Conditions of q-bility insofar as the use of the q-bility Additional Services is concerned. In the event of contradictions, the following will be used in relation to q-bility Additional Services supersede these Special Terms and Conditions of Sale over the General Terms and Conditions.

1. SCOPE OF SERVICES FOR THE ADDITIONAL SERVICES

(1) After concluding a commercial transaction via the platform, the user can conclude a service contract with q-bility and thus complete the officially required verification process.

in the direction of the main customs office in Frankfurt (Oder) Department of Biofuel Quota Office, under the authorization of q-bility. To do this, q-bility uses the information provided by users as part of the

trading transaction. If the User selects the transmission of the data by q-bility on the Platform, he authorizes, authorizes and instructs q-bility to carry out the verification process vis-à-vis the competent authority. Q-bility owes the regulatory and regulatory the verification process will only be carried out in due time to the extent that the user provides q-bility with all the data and documents required for this purpose and requested by q-bility in good time. In this case, timely means no later than 15.03 of the year following the trading transaction.

(2) The automated entry as part of the verification process is based on the input of the users in their offers or requests. Q-bility can therefore not be guaranteed or guarantee that the data inserted by automated input correspond to reality, as they are based on the user's inputs. To the extent that the data registered on the platform in the course of the transactions are incorrect, for example because both are linked to a If the users involved in the trading transaction have subsequently deviated from this by mutual agreement, the users are obliged to notify q-bility immediately in writing of such deviations.

2. CONCLUSION OF A SERVICE CONTRACT FOR THE ADDITIONAL SERVICES

(1) The contract for the provision of additional services is concluded with q-bility by the user booking the optional additional services by "selecting" when processing a commercial transaction concluded with another user via q-bility. The prerequisite for this is that the User agrees to the applicability of these Special Terms and Conditions and confirmed this.

(2) This service contract for the provision of additional services exists with q-bility.

3. SERVICE FEES FOR THE ADDITIONAL SERVICES

(1) The amount of the service fees is determined on the one hand by the type and scope of the booked q-bility additional services and on the other hand by the amount of the contractually agreed greenhouse gas reduction quota transfer. It is calculated per tonne. They can be found in the schedule of fees.

(2) The service fee arises with the booking of the corresponding additional service and is due for payment upon invoicing by q-bility. q-bility is entitled to claim part of the service fee as an advance. The details can be found in the applicable fee schedule.

(3) Users are prohibited from circumventing the fee structure, for example by collusively agreeing on a lower greenhouse gas quota transfer.

(4) Payment of the fees is to be made exclusively to the business account of q-bility specified in the request for payment.

4. LIMITATION OF LIABILITY FOR THE ADDITIONAL SERVICES

For all additional services, the limitation of liability contained in the general terms and conditions of q-bility applies accordingly.

5. SUPPLEMENTARY FINAL PROVISIONS

All declarations made within the framework of contracts for additional services with q-bility must be made in writing or text.

FEE SCHEDULE FOR THE USE OF Q-BILITY WITHIN THE FRAMEWORK OF THE FEDERAL IMMISSION CONTROL ACT (DE)

The q-bility platform and additional services digitize and automate the brokerage and processing of quota transfer rights. A basic fee per calendar year will be due for the use of the platform from 1 January 2024. This basic fee is for each calendar year in which there was at least one active user account. If use begins during the year, this will be billed according to the months in which a active user account. The basic fee is invoiced in the first quarter of the respective calendar year for which the basic fee is payable.

If a basic fee is already charged for the use of q-bility within the framework of the Fuel Ordinance, (AT), the primary market of the national emissions trading system or the secondary market of the national emissions trading system (nEHS), it shall not be recurred.

1. CALCULATION OF FEES

The amount of the annual basic fee depends on the form of access to the platform chosen by the user:

- a. An annual basic fee of EUR 2,400.00 per calendar year is charged for "platform access with trading".
- b. For "platform access without trading", also referred to as "view only" access, an annual basic fee of EUR 1,800.00 per calendar year is charged.

The basic fees are independent of the number of actual users.

2. COMMISSION

The brokerage fee for buyers, which will be charged per trading transaction until the end of 2023, will be waived from 1 January 2024.

The referral fee for sales will continue to apply after January 1, 2024 and will be:

EUR 1 net per tonne of CO₂.

This means that in the case of a greenhouse gas emission reduction of one tonne, 1 EUR must be paid by the seller for each one.

3. FEE FOR ADDITIONAL SERVICES

The previous fees for additional services in the form of settlement services will no longer apply from 1 January 2024.

4. ADJUSTMENTS TO THE FEE SCHEDULE

(1) q-bility reserves the right to change the basic fee, any brokerage and order fees and the fees for offered q-bility additional services with effect for the future. These changes will be communicated to users with at least two months' notice prior to their effective in text form. Notification is usually made by sending an e-mail to the e-mail address provided by the user. In addition, the updated fee schedule will be made available on the platform.

(2) For offers and requests submitted before the new fee schedule comes into force, have been hired, the agency fee is to be paid in accordance with the amount of the old fee schedule.

(3) For the additional booking of the q-bility additional services, the fee schedule valid on the day of booking applies.

FEE SCHEDULE FOR THE USE OF Q-BILITY WITHIN THE FRAMEWORK OF THE FUEL ORDINANCE (AT)

The q-bility platform and additional services digitize and automate the mediation and processing of target commitment transfer rights. The use of the platform within the framework of the Fuel Ordinance (AT) is subject to the payment of a basic fee. For the Mediation of trading transactions via the platform also incurs a brokerage fee.

If a basic fee is already charged for the use of q-bility within the framework of the federal Immission Control Act (DE), the primary market of the national emissions trading system or the secondary market of the national emissions trading system (nEHS), it shall not be recurred.

1. BASIC CHARGE

The use of the platform is subject to the payment of a basic fee per user of EUR 2,400 net per calendar year. This fee is payable for each calendar year in which there was an active user account. The basic fee is invoiced annually at the end of each calendar year.

2. CALCULATION OF AGENCY FEES

The amount of the brokerage fee depends on the product per tonne of greenhouse gas emission reduction or per giga joule.

3. COMMISSION

The brokerage fee applies to both users involved in the trading transaction.

Regardless of whether it was an offer or a request, it is:

EUR 1 net per tonne for products of the asset class according to §7 of the Fuel Ordinance or EUR 0.50 net per giga joule for products of the asset classes according to §5 or §6 of the Fuel Ordinance.

This means, for example, in the case of a greenhouse gas emission reduction of one tonne, that EUR 1 must be paid by each of the two users.

4. ADJUSTMENTS TO THE FEE SCHEDULE

(1) q-bility reserves the right to change the basic fee as well as the brokerage and order fee with effect for the future. These changes will be communicated to users in text form with at least two months' notice before they take effect. Notification is usually made by sending an e-mail to the e-mail address provided by the user. In addition, the updated fee schedule will be made available on the platform.

(2) For offers and requests submitted before the new fee schedule comes into force, have been hired, the agency fee is to be paid in accordance with the amount of the old fee schedule.

FEE SCHEDULE FOR THE USE OF Q-BILITY IN THE CONTEXT OF THE SECONDARY MARKET OF THE NATIONAL EMISSIONS TRADING SYSTEM (NEHS)

Through the q-bility platform and additional services, the trading of national emission certificates (nEZ) within the framework of the national emissions trading system (nEHS) is digitized and automated. For the

use of the platform, a basic fee per calendar year will be due from 1 January 2025. This basic fee must be paid for each calendar year (from 2025) onwards in which there was at least one active user account. If the use begins during the year, this will be billed according to the months in which an active user account has existed. The basic fee is invoiced in the first quarter of the respective calendar year for which the basic fee is payable.

If a basic fee is already charged for the use of q-bility within the framework of the federal Immission Control Act (DE), the primary market of the national emissions trading system or the Fuel Ordinance (AT), it does not apply again.

1. CALCULATION OF FEES

The amount of the annual basic fee depends on the form of access to the platform chosen by the user:

a. An annual basic fee of EUR 2,400.00 per calendar year is charged for "platform access with trading".

b. For "platform access without trading", also referred to as "view only" access, an annual basic fee of EUR 1,800.00 per calendar year is charged.

The basic fees are independent of the number of actual users.

2. COMMISSION

The brokerage fee applies to both users involved in the trading transaction.

Regardless of whether it was an offer or a request, it is:

0.20 EUR net per nEZ.

In the case of a national emission certificate, this means that EUR 0.20 must be paid by each of the two users.

3. FEE FOR ADDITIONAL SERVICES

There are no additional costs for additional services.

4. ADJUSTMENTS TO THE FEE SCHEDULE

(1) q-bility reserves the right to change the basic fee, any brokerage and order fees and the fees for offered q-bility additional services with effect for the future. These changes will be communicated to users with at least two months' notice prior to their effective in text form. Notification is usually made by sending an e-mail to the e-mail address provided by the user. In addition, the updated fee schedule will be made available on the platform.

(2) For offers and requests submitted before the new fee schedule comes into force, have been hired, the agency fee is to be paid in accordance with the amount of the old fee schedule.

(3) For the additional booking of the q-bility additional services, the fee schedule valid on the day of booking applies.

FEE SCHEDULE FOR THE USE OF Q-BILITY IN THE CONTEXT OF THE PRIMARY MARKET OF THE NATIONAL EMISSIONS TRADING SYSTEM (NEHS)

Through the q-bility platform and additional services, the ordering of national emission certificates (nEZ) as part of the national emissions trading system (nEHS) on the primary market. A basic fee per calendar year will be due for the use of the platform from 1 January 2025. This basic fee is to be paid for each calendar year (from 2025) onwards.

in which there was at least one active user account. If the use begins during the year, this will be billed according to the months in which an active user account has existed. The basic fee is invoiced in the first quarter of each year.

calendar year for which the basic fee is payable.

If a basic fee is already charged for the use of q-bility within the framework of the federal Immission Control Act (DE), the secondary market of the national emissions trading system or the Fuel Ordinance (AT), it shall not be incurred again.

1. CALCULATION OF FEES

The amount of the annual basic fee depends on the form of access to the platform chosen by the user:

a. An annual basic fee of EUR 2,400.00 per calendar year is charged for "platform access with trading".

b. For "platform access without trading", also referred to as "view only" access, an annual basic fee of EUR 1,800.00 per calendar year is charged.

The basic fees are independent of the number of actual users.

2. ORDER FEE

The customer pays q-bility an amount per order transaction. The amount is regulated by the market access contract.

3. FEE FOR ADDITIONAL SERVICES

There are no additional costs for additional services.

4. ADJUSTMENTS TO THE FEE SCHEDULE

(1) q-bility reserves the right to change the basic fee, any brokerage and order fees and the fees for offered q-bility additional services with effect for the future. These changes will be communicated to users with at least two months' notice prior to their effective in text form. Notification is usually made by sending an e-mail to the e-mail address provided by the user. In addition, the updated fee schedule will be made available on the platform.

(2) For orders that have been placed before the new fee schedule comes into effect, the order fee is to be paid in accordance with the amount of the old fee schedule.

(3) For the additional booking of the q-bility additional services, the fee schedule valid on the day of booking applies.