

Terms of Use
CEGH Green Gas Platform
V 1.0

Introduction

Central European Gas Hub AG (CEGH) owns and operates the website ("websites gashub.at/greengas or cegh.at/greengas"). This website, its services and all information contained therein, is intended to provide market participants with a service to facilitate the transfer of Guarantees of Origin for Green - and Renewable Gases, with or without the commodity ("GOs"). CEGH provides the users of the platform ("Platform Users") with the possibility to access the CEGH Green Gas Platform ("Green Gas Platform") subject to the acceptance of this terms of use. The functions of the Green Gas Platform provide for the possibility to receive information on selling and buying interests and to submit offers. The Website is intended to offer Users easy access to the Green Gas Platform and a convenient way to participate in the process of GO buying / selling.

Roles of Participants:

CEGH operates and maintains the Website and is the primary point of contact for Users in all technical aspects. CEGH shall, however, not be considered as an intermediary, proxy or representative of either of the Parties of a transaction.

User shall be any person who registers on the Website or uses the Website for participation in GOs sell / buy transactions or other activities. Any use / access of the Website is governed by and subject to this terms of use ("**Terms of Use**").

1. Provision of Information

Any information that is published on, or uploaded, sent or distributed by and/or through the Green Gas Platform is transmitted to CEGH by Users. Such Users remain, at all times, fully responsible for the completeness and correctness of such information. CEGH will not check and/or verify the information provided by Users in terms of correctness or completeness. Users shall exercise best efforts to ensure that only accurate and complete information will be disclosed on and/or transmitted to the Green Gas Platform. If a User establishes that information not meeting the required criteria was transmitted to the Green Gas Platform, it shall inform CEGH and if relevant also any other User immediately and take all steps necessary to correct such error according to applicable legal requirements and good market practice.

2. Requirements for Participating in GO selling / buying

The Website and the Green Gas Platform (together also the "**Service**") are intended for Users that are properly licensed and which are fulfilling all applicable regulatory requirements. By accepting the Terms of Use, the Customer confirms and guarantees that it complies with the requirements set forth in this section and has all necessary authorizations for selling / buying of GOs. It is acknowledged that any legal acts or declarations of Users regarding GOs (including but not limited to Contracts, Offer - and Acceptance Letters) shall be directed towards the respective other Users and CEGH shall not be considered as an intermediary, proxy or representative of any User or counterpart to any transaction concluded by/through the Green Gas Platform.

3. Operation of the Website

It is CEGH's intention that the Website will fulfill its intended purpose and is available on a 24/7 basis. CEGH does however not warrant any availability or service level and does not assume any responsibility for the receipt, the publication or the storage of any information that was sent to CEGH or uploaded, transmitted, distributed or published on/through the Website and or the Green Gas Platform. CEGH reserves the right to adapt the Website and specifically also the processes on the Website / Green Gas Platform at any time.

4. Registration

To make use of the Green Gas Platform, the User is required to agree to this Terms of Use on the Website. CEGH may further implement a registration procedure as a condition for usage of the Green Gas Platform and define further operational details as well as functional aspects. Any such requirements or aspects will be described in detail on the Website. If requested by CEGH, the User shall provide CEGH with a declaration of consent regarding data processing. Upon request by CEGH, the User shall provide further documentation that might be required to assess the User (or any individuals acting on behalf of a User's "Log-In User").

In case of any change of information/circumstance relevant for registration/access or usage of the Green Gas Platform with respect to a User (or Log-In Users), the User shall notify such update to CEGH without delay.

CEGH may need to provide a User with data regarding another User (name, address, Log-In Users, contact information, usage logs, uploads, any other

information pertaining to the use by the Users of the Platform etc.). The User approves such transfer of data as far as necessary to document the registration / ensure usage of the Green Gas Platform.

User herewith consents to CEGH collecting, processing and using the personal data provided in the course of the usage, registration and operation of the website. CEGH will keep any personal data provided confidential and will not transmit the data to any third parties except the relevant IT Service Providers and Users(s). The consent to use the personal data may be revoked at any time. Such revocation, may, however, result in the inability to use certain parts/functionality of the website.

5. Access to Website by Representative, Authorization, Use of Password and Log In Data

Users may only access the Green Gas Platform via their legal representatives or properly authorized employees or personnel (each such person a “Log-In User”). By enabling a Log-In User access to the Green Gas Platform, the User confirms that such Log-In User has sufficient representation authority (*Vertretungsmacht*) to represent the User in any usage of the Green Gas Platform in particular but not limited to GO sale/buy processes/functions available on the Green Gas Platform and that there are no relevant limits to the User’s or Log-In User representation authority. The User, therefore, confirms that any actions by a Log-In User, or another person that has gained access to the Green Gas Platform because of a violation of the Terms of Use by a User or of any of its Log-In User shall be binding on the User.

Each User requires a password for certain parts and functionalities of the Green Gas Platform. Each User

must select a login name and password (“**Login Data**”) and provide CEGH with accurate, complete and up-to-date information as requested by CEGH.

The User acknowledges that anyone with knowledge of Login Data can gain access to the respective parts of the website and use the functionalities of the website including usage of the Green Gas Platform. In particular, each person having access to the Login Data may engage in usage of the Green Gas Platform and may legally bind the User with respect to offers submitted through the Green Gas Platform. Accordingly, the User shall ensure that Log-In Users keep their Login Data confidential. CEGH and any User may rely that any actions performed for a User or with the account of a User have been properly authorized by such User.

The User shall ensure and instruct its Log-In User to be responsible for the confidentiality and the use of its Login Data. The User will notify CEGH without any delay, if it or any of its Log-In User becomes aware or suspects any loss of Login Data or any unauthorized use thereof.

6. Customer Support

Customer support will be provided via the support section of the Website. CEGH does not warrant a certain support level or response, repair or availability times.

7. Indemnity

The User shall indemnify and hold harmless CEGH and any User for any damages, losses, expenses and costs (including court and reasonable attorney fees) caused by a violation of these Terms of Use.

The User shall further ensure that all of its Log-In Users are aware of these Terms of Use, shall instruct its Log-In Users to comply with these Terms of Use and any instructions given on the Website and shall indemnify and hold harmless CEGH and any User for any damages, losses, expenses and costs (including court and reasonable attorney fees) caused by a violation of these Terms of Use or instructions on the Website.

8. Consideration

The services are, until further notice, provided free of charge.

9. Trademarks & IP rights

CEGH and other logos identifying CEGH are registered trademarks and User shall refrain from their use in any context not expressly authorized.

10. Right of use, Transfer of Account

These Terms of Use provide the User with the revocable, non-exclusive, non-transferable right to use the Website and the Green Gas Platform in accordance with these Terms of Use. The User shall not use this Website and the Green Gas Platform for any purpose that is unlawful.

A transfer of the account to another legal entity is only permitted with the express consent of CEGH. If a transfer of an account happens automatically (e.g. in the course of a merger), the User shall inform CEGH of the transfer without delay.

11. Disclaimer

The information on the Website does not constitute any form of advice. CEGH shall not be liable for any

damages that may be caused by acts relating to the use of this Website, services offered on it or other transactions performed by Users on the Website. CEGH is not responsible for the security of any information or data transmitted to or received by CEGH or for the consequences of reliance on such information. The sole responsibility for the content shall rest with the respective Users(s).

All information on the Website and all related materials, services and information are provided by CEGH without representation or warranty of any kind and CEGH makes no representation or warranty, express or implied, to Users, Log-In Users or any third parties or any other person or entity as to the accuracy, timeliness, completeness, etc. for any particular purpose with respect to the Website or any related materials, services or information. CEGH makes no representation or warranty that the Website or any related materials, services or information are appropriate or available for use in any particular locations or at a particular time.

CEGH does not warrant a certain service level or availability of the Website or, specifically, the Green Gas Platform. CEGH may shut down the Website or parts thereof without prior notification.

Except in the case of gross negligence or willful misconduct upon the part of CEGH, CEGH shall not be liable to Users or Log-In Users for any direct or indirect or consequential damages of any kind, including, but not limited to, lost profits, loss of data or information or claims made against a User or its Log-In User by other Users, or Log-In Users or third parties for any reason. In particular, CEGH shall not be liable for any actions or declarations performed by any person accessing or using the Green Gas Platform.

The User acknowledges that due to the nature of the Green Gas Platform it is not possible for CEGH to verify whether a User has sufficient GOs and/or financial standing to fulfill any commitments. If required, such checks shall be performed by the User itself. CEGH shall not be liable if any User cannot meet the obligations undertaken.

12. Processes on the Green Gas Platform

The processes on the Green Gas Platform are designed in a way that the User shall enter into a direct legal relationship regarding any transactions concerning GOs. The Green Gas Platform shall not constitute a trading platform according to finance - or exchange regulation, but a platform for the distribution and collection of information on the sale and allocation of GOs. Information published on the Green Gas Platform by a User on GOs shall not constitute a binding offer to provide GOs, but is deemed an invitation issued by a User to other Users to submit offers (*Einladung zur Offertstellung*) for acquiring GOs.

Any legal declarations by a User related to transactions on the Green Gas Platform are addressed towards the other User(s) and likewise any legal declarations by a User related to transactions on the Green Gas Platform are addressed towards the other User. The Green Gas Platform is designed to directly convey these legal declarations to the respective other parties and CEGH shall not be considered to act as a legal representative or attorney in fact of a User and is in particular not obliged to check the authenticity of any information posted on the Green Gas Platform. CEGH shall not be liable for the validity or enforceability of any legal relationship established via the Green Gas Platform or for its fulfillment and/or enforceability. CEGH will not assess whether any

information sent to, or received from the Green Gas Platform was approved by the respective User(s) or whether the buyer / seller has sufficient means to fulfill its offers or commitments.

The User acknowledges that any information posted by any other User on the Green Gas Platform regarding the sale or allocation GOs is considered as an invitation to submit offers (*Einladung zur Offertstellung*) and as such can be adapted or revoked by the User at any time prior to the conclusion of a contract between the Users. Users may in their entire discretion, grant - or restrict access other of Users or groups of Users, or exclude certain Users or groups of Users, from the usage of the Website or parts thereof.

Each User of the Green Gas Platform may elect to disclose special terms and condition for buying / selling of GOs and the invitation to submit offers. The User acknowledges that any special terms apply for legal relationships concluded via the Green Gas Platform. The User acknowledges that any offer sent via the Green Gas Platform shall be binding and irrevocable subject to the terms of the respective GO sale / buy process as defined by a User.

13. Change of Terms

CEGH is entitled to change and or amend these terms at any time. The User will be informed about any such change or amendment via email or a message sent via the messaging system on the Green Gas Platform. The email/message will contain the amended version of the Terms of Use and a comparison to the actual version. The amendment becomes effective in case the User does not object to the amendment within 4 weeks after receipt of the notification. Upon such objection, each party may terminate the contractual relationship with a notice period of four weeks.

14. Governing Law, Dispute Resolution

These Terms of Use, including (without limitation) any disputes relating to the website, are governed by Austrian law without regard to its conflict of law rules and with the exception of the rules of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claims arising out of or relating to these Terms of Use, including any disputes relating to the website shall be exclusively decided by the court competent for the first Viennese district.

15. Term and Termination

Each party may terminate the agreement with a notice period of three months to the end of each calendar month. Each party shall further be entitled to terminate the agreement with immediate effect, if it is unacceptable (*unzumutbar*) for such party to continue the contract relationship. For CEGH, reasons to immediately terminate this agreement include but are not limited to:

- material violations by the User of this agreement or agreements concluded with other Users via the Green Gas Platform;
- the Service being not or no longer feasible under the regulatory framework applicable to CEGH, or there are substantial regulatory concerns in this respect;
- CEGH requiring any additional license, concession, authorization and/or permit for the provision of the Service;
- insolvency or similar proceedings that are opened over the User or rejected because of a lack of assets;
- If Login Data is not kept confidential, in particular also if employees or other staff that

are not registered as Log-In Users access the Green Gas Platform; and

- If direct or indirect majority ownership in the User changes.

16. Severability

Should any provisions of these Terms of Use be or become wholly or partly invalid or unenforceable this will not affect the validity or enforceability of the remaining provisions. The invalid or unenforceable provisions shall be substituted by a valid or enforceable provision which in its essential purpose comes as close as possible to the invalid or unenforceable provision. The same applies in analogy to any gaps in these Terms of Use.

17. Transfer of Agreements

CEGH may elect to transfer its rights to the Website and/or the Green Gas Platform to another person at its discretion. In such case, CEGH shall also be entitled to transfer any agreements with Users to the selected transferee. The transfer of the agreement shall become effective upon notification of the respective User and upon transfer, CEGH shall no longer have any obligations under the agreements concluded on the basis of these Terms of Use (*Vertragsübernahme*).

18. Data Protection

CEGH is committed to strictly protect personal and confidential data and to observe the applicable regulations and the EU Data Protection Regulation (EU 2016/679).

CEGH processes and stores personal data in connection with the fulfilment of its contractual obligations in relation to the Green Gas Platform. Legal basis for processing the data are this Terms of

Use. CEGH shall be authorized to store, process, and transfer any information and data of User(s) and Log-In Users(s) in connection with this contract for the proper performance of the Service and operation of the Green Gas Platform. If required by CEGH the User will execute a Data Protection Declaration for the usage of the Green Gas Platform.

19. Contact Information

Please contact CEGH, if you have any queries regarding these Terms of Use: CEGH Legal Department, Frederick Bernthaler, +43 (1) 270 2700 28515, frederick.bernthaler@gashub.at.