ONTOLY PLATFORM TERMS AND CONDITIONS

Version 1.1 — August 24, 2026

Referred to in BERS Program documents as the “Ontoly Platform Terms of Use”

These terms and conditions create a contract (the “**Agreement**”) between you (“**you**” or “**your**”) and 1483124 BC Ltd. dba Ontoly and its affiliates and subsidiaries (“**Ontoly**”, “**we**”, “**us**”, “**our**”) with respect to your access to and use of the **Sites and Services**, including the Ontoly Platform and any related Platform Activities. Please read carefully.

This Agreement applies to everyone who uses the Sites and Services — whether you simply visit our website or the public Ontoly Registry, or open an Ontoly Portal account. **Every purchase of BERUs is made through an activated Ontoly Portal account.** Some Parts apply only to Account Holders, and say so.

Your use of the Sites and Services must comply with our Acceptable Use Policy and with this Agreement and any other contract between you and Ontoly (if applicable). By accessing or using the Sites and Services you agree to be bound by this Agreement and the Acceptable Use Policy. If you do not agree, do not use the Sites and Services.

Part XVIII-A contains a binding arbitration provision and a class action waiver that affect how disputes between you and Ontoly are resolved. Please read it carefully. It includes a 30-day opt-out right.

I. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless there is something in the subject matter or context which requires otherwise or unless otherwise specifically provided, each of the words and phrases listed below will have the meanings given to them below:

Acceptable Use Policy: means the Ontoly Acceptable Use Policy published at www.ontoly.org, as amended from time to time;

Account Holder: means any Person, including Building Owners, Building Representatives, an intended recipient or holder of BERUs or any Person who, whether on its own behalf or in a representative capacity on behalf of a principal, has opened and maintains accounts with Ontoly in any Ontoly Platform for the purpose of Platform Activities;

BERS Program: means the Building Emissions Reduction Standard (BERS) program administered by Ontoly in accordance with the Ontoly Program Rules;

BERS Program Activities: means Platform Activities together with any other activity, action or step undertaken by you or on your behalf in connection with participation in the BERS Program, whether or not undertaken through an Ontoly Platform, including the development, implementation and operation of a Project; the collection, preparation and submission of data; cooperation with a Validation Body or Verification Body; the making of environmental claims in respect of BERUs; and the negotiation and performance of any Pre-Purchase Agreement, forward sale or sale of issued BERUs;

BERS Standard: means the Building Emissions Reduction Standard published by Ontoly, as amended from time to time;

BERS Validation and Verification Standard: means the standard published by Ontoly defining validation and verification procedures, independence requirements, accreditation, cadence, levels of assurance and oversight applicable to Validation Bodies and Verification Bodies;

BERU: or Building Emissions Reduction Unit means a unique, serialized, and transferable digital unit issued by Ontoly and recorded in the Ontoly Registry, representing one metric tonne of carbon dioxide equivalent (tCO_2e) of greenhouse gas emission reductions generated by a Project in accordance with the BERS Program. BERUs are issued exclusively on an ex-post basis following monitoring and verification;

Building Owner: means the Person or Persons who hold majority legal title to the premises applicable to a Project and the associated Environmental Benefits;

Building Representative: means the Person who either is the Building Owner or has been duly authorized by the Building Owner through Ontoly's Building Owner Attestation & Representative Authorization Form to develop and manage the Project with the Building Owner's consent;

Business Day: means a day other than Saturday, Sunday or statutory holiday on which banks are open in the Province of British Columbia;

Buyer Preferences: means the criteria a buyer specifies through the Ontoly Portal describing the BERUs it is interested in, including vintage, location, methodology, Project type, volume, Financial Additionality Rating and label;

Buyer's Network: means the Ontoly Buyer's Network described in Section 6A.5, being an information service through which Validated Projects are made visible to prospective buyers;

Cohort: means a Validation Cohort or a Verification Cohort, as the context requires;

Connected Instrument: means a connected, subset, linked, or other related instrument, including any non-fungible tokens, crypto assets, claims, rights, or products that embed as underlying a BERU or rights to acquire underlying BERUs in any form;

Corrective Action Notice: means a formal notice issued by Ontoly to a Building Representative or other Account Holder requiring remediation of non-conformance with this Agreement or any other Ontoly Program Rules within a specified timeframe, in accordance with BERS Standard Section 16;

Crediting Period: means the maximum ten (10) year period during which a Project may generate BERUs, commencing on the Project End Date (retrofit completion date);

Disposition: means any transfer, sale, assignment, exchange, gift, donation or other disposition where legal title or beneficial ownership passes directly or indirectly from one Person to another, whether or not for value;

E-Sign Consent: means the Ontoly Consent to Electronic Communications and Signatures published at www.ontoly.org, as amended from time to time;

Eligible Engineering Documentation: has the meaning given to it in the BERS Standard;

Eligible Jurisdiction: means a jurisdiction listed by Ontoly on the Ontoly Portal and at www.ontoly.org as one from which a buyer holding an activated Ontoly Portal account may purchase BERUs, as updated from time to time in accordance with Section 6B.15;

Environmental Benefits: means the reduction or avoidance of greenhouse gas emissions, including CO_2e;

Expression of Interest: means a non-binding indication submitted by a buyer through the Ontoly Portal that it wishes to be introduced to, or to explore a transaction with, a Building Representative in respect of a Project or its BERUs;

Facilitation Services: means the services described in Part VI-C, being the showcasing of Projects and the making of neutral introductions, and does not include acting as agent, broker, dealer or intermediary for any Person;

Financial Additionality Rating: means the outcome of the Financial Additionality Assessment conducted by Ontoly under BERS Standard Section 10, comprising the NPV Financial Additionality Test result (pass or fail) and the rating assigned by reference to the NPV-adjusted payback period, being a score of 1 to 5, which is published in accordance with Section 16.4;

Financial Market Settlement System: means an exchange, clearing house, central counterparty, custodian or other such settlement system that acts on settlement instructions to settle transactions;

Indicative Price Range: means the range of prices per tonne, set by a Building Representative through the Ontoly Portal, at which it indicates the Building Owner would be willing to consider a Pre-Purchase Agreement for a Project's forecasted ex-ante BERUs, as described in Section 6A.12;

Know Your Customer (KYC) Policy: or "**KYC Policy**" means the Ontoly Know Your Customer (KYC) Policy published at www.ontoly.org, as amended from time to time;

Label Guidance: means the Ontoly Article 6 and CORSIA Label Guidance published by Ontoly, including its annexes;

Listed: means a Project assigned the Unvalidated (Listed) status under BERS Standard Section 15.2, and "**Listing**" has a corresponding meaning;

Listing Price: means the price per tonne set by a Building Representative through the Ontoly Portal at which it invites offers for issued BERUs held in its Ontoly Portal account, as described in Section 6B.4;

Monitoring Period: means the annual calendar-year period for which a Building Representative collects and submits metered performance data in accordance with the BERS Standard;

Ontoly Cookie Policy: means the Ontoly Cookie Policy published at www.ontoly.org, as amended from time to time;

Ontoly Fee Schedule: means the schedule of fees for Platform Activities published by Ontoly at www.ontoly.org, as amended from time to time;

Ontoly Platform: means the Ontoly Registry, the Ontoly Portal, and any other software interfaces, databases or portals owned, controlled or administered by or on behalf of Ontoly for the purpose of administering or facilitating BERS Program Activities;

Ontoly Portal: means the secure, authenticated software platform operated by Ontoly through which Building Representatives, buyers, and other Account Holders conduct BERS Program activities, including account management, data submission, BERU holding, transfer, and retirement. **The Ontoly Portal is the only venue through which BERUs may be acquired, held, transferred or Retired.** The Ontoly Portal is the authoritative operational interface and the authoritative record of legal ownership of BERUs. The Ontoly Portal is distinct from the Ontoly Registry (which is the public-facing database);

Ontoly Privacy Statement: means the Ontoly Privacy Statement published at www.ontoly.org, as amended from time to time;

Ontoly Program Rules: means this Agreement and all other applicable terms and conditions with respect to your access and use of Ontoly Platforms and all BERS Program Activities, including the BERS Standard, the BERS Validation and Verification Standard, Ontoly approved methodologies and quantification protocols, the Methodology Development and Review Process, the Ontoly Fee Schedule, the Know Your Customer (KYC) Policy, the Conflict of Interest Policy, the Anti-Bribery, Anti-Corruption Policy, the Ontoly Corrective Actions, the Label Guidance, the **Acceptable Use Policy**, the **E-Sign Consent**, the Ontoly Privacy Statement and the Ontoly Cookie Policy;

Ontoly Registry: means Ontoly's public-facing digital platform that acts as (i) the central public repository for all non-confidential information and documentation relating to Projects and BERUs, and (ii) a register for any public, non-confidential Platform Activities. The Ontoly Registry is distinct from the Ontoly Portal and serves transparency and public disclosure functions;

Payment Processor: means the third party payment service provider engaged by Ontoly to process payment of Ontoly's own fees under Part XII, currently Stripe, Inc. and its affiliates. The Payment

Processor is not engaged to process, and does not process, the purchase price payable by a buyer to a Building Representative for BERUs;

Person: means any individual, sole proprietorship, joint venture, corporation, body corporate, limited liability company, partnership, association, trust, bank, estate, government (including Indigenous bodies) or other entity;

Platform Activities: means any activity, action or step with respect to access to or use of any Ontoly Platform and any BERUs recorded therein, whether undertaken by an Account Holder or by a Visitor, including (i) accessing, viewing, searching or downloading information from the Ontoly Registry; (ii) account opening, maintenance, suspension and closure; (iii) the Listing, Validation, registration, monitoring and verification of Projects; (iv) the issuance, Disposition, holding, confirmation, cancellation, Retirement and acceptance of BERUs (and any corresponding Environmental Benefits); (v) offering issued BERUs for sale through the Ontoly Portal, acquiring BERUs through the Ontoly Portal, and paying any fee to Ontoly in connection with them; and (vi) entering into, or using an Ontoly Platform in connection with, any Pre-Purchase Agreement — in each case that is consistent with, or permitted by, the Ontoly Program Rules;

Pre-Purchase Agreement: means a contract between a Building Representative and a buyer for the sale of BERUs that have not yet been issued, entered in accordance with Part VI-A and BERS Standard Sections 5.4 and 17.1.4;

Preliminary Ex-Ante BERU Assessment Report (or "Preliminary Assessment Report"): means the private report prepared by Ontoly for a Building Representative under BERS Standard Section 5.3;

Prohibited Payment: means any bribe, rebate, payoff, influence payment, transfer, kickback or other payment or gift of money or anything of value (including meals or entertainment) to any officer, employee or ceremonial office holder of any government, political party or supra-national organization (such as the United Nations), any political candidate, any royal family member or any other person who is connected or associated personally with any of the foregoing that is prohibited under any applicable laws for the purpose of influencing any act or decision of such payee in their official capacity, inducing such payee to do or omit to do any act in violation of their duties, securing any improper advantage or inducing such payee to use their influence with a government or organization to affect or influence any act or decision of such government or organization;

Project: means any project, activity, efficiency or process applicable to a designated premise (e.g. buildings, structures) that results in Environmental Benefits and that may be registrable or has been registered in accordance with the BERS Program;

Public Validation Summary: means the publicly disclosed summary of each Validation Statement for each Validation Cohort, published on the Ontoly Registry in accordance with the BERS Validation and Verification Standard;

Public Verification Summary: means the publicly disclosed summary of verification findings and opinion for each Verification Cohort, published on the Ontoly Registry in accordance with the BERS Validation and Verification Standard;

Reservation: means an administrative record made in the Ontoly Portal noting that a stated volume of forecasted ex-ante BERUs from a Project is the subject of a Pre-Purchase Agreement, recorded following upload of that agreement in accordance with Section 6A.10;

Retire or Retirement: with respect of a BERU, acts of retirement by the owner of such BERU including claiming, counting, applying, utilizing, offsetting, insetting, or otherwise recognizing such BERU (and its corresponding Environmental Benefits) against such Person's (or any other Person's) formal or informal, including geographical or corporate carbon accounting target(s) or purporting to allow another Person to do the same;

Services: means the BERS Program and all products and services made available by Ontoly through the Sites, including administration of the BERS Program, the Ontoly Platform, the Buyer's Network, and any related products, tools, content and support;

Sites: means www.ontoly.org, the Ontoly Registry, the Ontoly Portal, and any other website, application or interface operated by or on behalf of Ontoly;

Validated: means a Project assigned the Validated status under BERS Standard Section 15.2 following issuance of a positive Validation Statement, and "**Validation**" means the systematic, independent and documented ex-ante assessment of a Project's design conducted by a Validation Body;

Validation Body: means a qualified, independent third-party auditor accredited to relevant ISO standards and approved and contracted by Ontoly to perform validation services under the BERS Program;

Validation Cohort: means a defined group of Projects assigned by Ontoly for validation in a single engagement by a contracted Validation Body, in accordance with the BERS Standard and the BERS Validation and Verification Standard;

Validation Statement: means the formal written conclusion issued by a Validation Body upon completion of Validation;

Verification Body: means a qualified, independent third-party organization accredited to ISO 14065 and ISO 14066 by an accreditation body that is a full member of the International Accreditation Forum (IAF), contracted by Ontoly to perform verification services under the BERS Program. The same organization may be approved and contracted to perform both validation and verification services, subject to the BERS Validation and Verification Standard and the Conflict of Interest Policy;

Verification Cohort: means a defined group of Projects assigned by Ontoly for verification in a single engagement by a contracted Verification Body, in accordance with the BERS Standard and the BERS Validation and Verification Standard;

Verification Statement: has the meaning given to it in the BERS Validation and Verification Standard;

Visitor: means any Person who accesses or uses the Sites without holding an Ontoly Portal account; and

Your Content: has the meaning given to it in Section 10.7.

1.2 This Agreement is to be interpreted in accordance with the following interpretation principles:

(a) where in this Agreement an act or activity with respect to your use of the Ontoly Platform requires Ontoly's prior consent, such prior consent must be expressly set out in writing and remains at Ontoly's sole and absolute discretion;

(b) a reference to 'this Agreement' includes any terms, conditions, covenants, representations and warranties contained herein;

(c) the headings and captions appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope, extent or intent of any provision of this Agreement;

(d) a capitalized cognate of a defined term has a meaning corresponding to that of the defined term;

(e) unless otherwise expressly stated, all fees and payments under this Agreement shall be denominated at par in the local currency of the jurisdiction in which the Project is located, as specified in the applicable Ontoly Fee Schedule (available at www.ontoly.org and updated from time to time). Where a Project is located in Canada, fees are payable in Canadian Dollars (CAD). Where a Project is located in the United States, fees are payable in United States Dollars (USD). The stated dollar amounts in the Ontoly Fee Schedule apply identically in each currency; no exchange-rate conversion is applied. For all other jurisdictions, the applicable currency shall be as specified in the Ontoly Fee Schedule. In the event of a dispute regarding currency, the applicable amount shall be determined in United States Dollars (USD);

(f) unless the context requires otherwise, in this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used and vice versa;

(g) any reference to a Person includes and is also referenced to any successor or permitted assign to that Person;

(h) the words "including" or "includes", when following any general statement, are not limiting and will be construed to refer to all other things that reasonably could fall within the scope of that general statement, whether or not non-limiting language (such as "without limitation") is used with reference to it; and

(i) to the greatest extent permitted under applicable law, the interpretation of an ambiguity in this Agreement or other Ontoly Program Rules will not be construed against the drafter; and

(j) references in any Ontoly Program Rules, form, notice or other document to "Portal Activities" shall be read as references to **Platform Activities** as defined in this Agreement. For the avoidance of doubt, Platform Activities are not limited to activities conducted through the Ontoly Portal, and include activities conducted on the Ontoly Registry, including by Persons who do not hold an Ontoly Portal account.

II. GENERAL PLATFORM USE

2.1 We administer the Ontoly Platforms and provide you with related products and services. This Agreement governs your access to, and use of, all Ontoly Platforms, including any Platform Activities occurring therein. By creating an account in any Ontoly Platform, you agree to (i) be bound by this Agreement, as amended from time to time, and (ii) be solely responsible for your representatives' acts or omissions in their use of your Ontoly Platform account(s). For avoidance of doubt, you are solely responsible for all actions, events or outcomes that arise in or through your Ontoly Platform accounts. You are not authorized to use a third party's account without our prior written consent.

2.2 This Agreement takes effect on the date on which you click 'ACCEPT' via Ontoly's website with respect to your opening and use of an Ontoly Platform account. Upon clicking 'ACCEPT' you acknowledge to having received and reviewed a copy of this Agreement. Unless terminated in accordance with terms hereof, this Agreement will remain in full force and effect.

2.3 You hereby appoint Ontoly as your exclusive registry provider with respect of any Platform Activities. For clarity, during the term of this Agreement, you will not list a BERU (or any associated Environmental Benefits generated under the BERS Program) on any other registry, ledger or platform. This exclusivity applies solely to BERUs issued, or Environmental Benefits quantified, under the BERS Program and does not restrict you from participating in other carbon crediting programs for different projects or premises not registered under the BERS Program.

2.4 This Agreement is in addition to any other applicable terms of use (including other Ontoly Program Rules) with respect to Ontoly's products that may be available from time to time in relation to the Ontoly Platform or your Platform Activities. Your failure to comply with such rules, programs and agreements will be deemed to be a breach of this Agreement. To the extent of conflict between this Agreement and any other Ontoly Program Rules: (a) the BERS Standard and the BERS Validation and Verification Standard shall prevail on all matters relating to project eligibility, quantification methodology, validation and verification requirements, level of assurance, materiality thresholds, Registry status categories, public disclosure requirements and BERU issuance criteria; (b) the Ontoly Privacy Statement and the Ontoly Cookie Policy shall prevail on all matters relating to the handling of personal information and the use of cookies and similar technologies, to the extent required by applicable privacy laws; (c) the Know Your Customer (KYC) Policy shall prevail on all matters relating to the conduct of customer due diligence; and (d) this Agreement shall prevail on all commercial, administrative, fee-related, indemnity/liability and platform access matters, and over the Acceptable Use Policy and the E-Sign Consent.

2.5 Ontoly reserves the right at any time to modify this Agreement and to add new or additional terms or conditions for your access or use of any Ontoly Platform or Platform Activities. For clarity, we may modify, amend, update or otherwise change this Agreement from time to time in our sole discretion, including whenever we deem prudent or necessary to reflect changes in our practices, our services or products, or any changes to applicable laws. You will receive a notification via an Ontoly Platform or via email of any such modification at least thirty (30) days before it takes effect. Your continued use of any Ontoly Platform or your undertaking of any Platform Activity following the effective date of non-material amendments will be deemed acceptance thereof.

2.6 Notwithstanding anything to the contrary in any Ontoly Program Rules, you are responsible for

(a) all costs, expenses, fees, taxes (such as excise, sales, services, and value added taxes) and levies associated with, or otherwise arising from, accessing or using an Ontoly Platform or with respect to your Platform Activities or, as may be applicable, Platform Activities that we or others perform with respect of your Project in accordance with the BERS Program (e.g. confirmation, validation, verification), and

(b) protecting passwords and any information related to your access or use of your accounts in any Ontoly Platform.

2.7 You must direct any notices to us to info@ontoly.org or through your Ontoly Platform account, when applicable.

2.8 Nothing in this Agreement limits your right to submit a grievance or appeal through the grievance and appeals mechanism established under BERS Standard Section 2.4, by written communication to info+grievances@ontoly.org. No fee is charged for the use of that mechanism. Privacy-related complaints may additionally be directed to our Privacy Officer as set out in the Ontoly Privacy Statement.

2.9 Sites and Services; Acceptable Use Policy. This Agreement governs your use of all Sites and Services, and not only your use of an Ontoly Portal account. **Your use of the Sites and Services must comply with the Acceptable Use Policy**, which is incorporated into this Agreement by reference. A breach of the Acceptable Use Policy is a breach of this Agreement. Where a separate written contract is in place between you and Ontoly, your use must also comply with that contract.

2.10 Visitors. If you use the Sites without holding an Ontoly Portal account — for example by browsing the public Ontoly Registry or reading our website — Parts I, II, IV, X, XIII, XIV, XV, XVIII and XVIII-A of this Agreement and the Acceptable Use Policy apply to you. The remaining Parts apply only once you become an Account Holder. Nothing in this Agreement requires you to register in order to view information that the BERS Standard requires to be publicly accessible, and nothing in this Agreement permits you to acquire a BERU without an activated Ontoly Portal account.

2.11 Electronic communications and signatures. You consent to receive all communications, agreements, notices, disclosures, invoices, receipts and records from us electronically, and to sign documents electronically, in accordance with the **E-Sign Consent**. You may withdraw that consent as described in it, and you acknowledge that doing so may prevent us from continuing to provide the Services to you.

2.12 Modifications to the Sites and Services. We may add to, change, suspend or discontinue any part of the Sites and Services at any time. Where a change would materially reduce the functionality available to Account Holders, we will give reasonable prior notice through an Ontoly Platform or by email. We are not liable to you or any third party for any modification, suspension or discontinuance of the Sites and Services, subject to Section 13.6.

2.13 Third party services. The Sites may link to, integrate with, or make available products, services or content operated by third parties, including the Payment Processor, ENERGY STAR Portfolio Manager, utility data providers, Validation Bodies and Verification Bodies. Those products and services are governed by the third party's own terms and privacy practices. We do not control them, do not endorse them by making them available, and are not responsible for them. Your dealings with a third party are between you and that third party.

2.14 Eligibility. You must be at least 18 years of age, or the age of majority in your jurisdiction if higher, and have capacity to enter this Agreement. Where you act for an entity, you represent that you are authorized to bind it, and "you" refers to both you and that entity.

III. ACCOUNTS

3.1 You may close your account or accounts on any Ontoly Platform at any time by providing thirty (30) days' advance written notice to us. Your choice does not affect or derogate from the exclusivity conferred to Ontoly as set out in Section 2.3, which shall survive account closure solely with respect to BERUs and Environmental Benefits generated under the BERS Program.

3.2 You must immediately notify us of any unauthorized use of your account or any security breach affecting your account. You are solely responsible for safeguarding your passwords and log-in credentials. Ontoly will not be liable for any loss that may occur or any claim that may arise as a result of someone else using your account or log-in credentials, whether with or without your knowledge.

3.3 Account types and the checks that apply. Different checks apply depending on the account you hold, and some Platform Activities require no account at all.

(a) Supplier Accounts. Consistent with BERS Standard Section 5.2.2, **Supplier Accounts are not available for public self-registration.** A Supplier Account may be created only after the Building Representative has completed any required demonstration or software orientation call, and has successfully completed Ontoly's identity verification, know-your-customer, anti-money laundering, sanctions and compliance checks under the Know Your Customer (KYC) Policy.

(b) Buyer Accounts. Every buyer of BERUs must hold an activated Buyer Account. A Buyer Account may be created only after a prospective buyer has completed any required demonstration or software orientation call, and has successfully completed Ontoly's identity verification, know-your-customer, anti-money laundering, sanctions and compliance checks under the Know Your Customer (KYC) Policy.

(c) When the gate applies. Consistent with BERS Standard Section 5.2.3, access to the Ontoly Portal is subject to successful completion of those checks. Until they are complete, your account will not be activated and **you may not undertake any Platform Activity that requires an Ontoly Portal account**, including listing or registering a Project, requesting issuance, holding, transferring, acquiring or accepting BERUs, Retiring BERUs held in an account, offering BERUs for sale through the Ontoly Portal, or confirming a Reservation.

(d) What does not require an account. For the avoidance of doubt, and notwithstanding subsection (c), this Section does not restrict viewing, searching or downloading information that the BERS Standard requires to be publicly accessible on the Ontoly Registry, which requires no account, no registration and no checks. **There is no route by which a Person may acquire, hold or Retire a BERU without an activated Ontoly Portal account and completion of due diligence under the Know Your Customer (KYC) Policy.**

3.4 Upon your acceptance of this Agreement and during the term of this Agreement, you will provide Ontoly with additional documentation or information that may be required by Ontoly to verify your identity, beneficial ownership, business activities and any Project information and data as may be relevant for Platform Activities. Ontoly reserves the right to request additional documentation and data from time to time to confirm the information, materials or any declaration provided by you or on your behalf, and you will provide refreshed documentation on request in accordance with the Know Your Customer (KYC) Policy.

3.5 You acknowledge and agree that Ontoly may, in its discretion,

(a) and at any time, temporarily or permanently discontinue any features associated with our products and services without notice and for any reason, including performing upgrades, repairs, or maintenance,

(b) limit the functionality with respect to your Platform Activities due to the nature of your business activities, and

(c) suspend, close or remove (i) your account(s), (ii) your access to the Ontoly Platform, or (iii) functionality with respect to Platform Activities, to the extent that you are in, or threaten to be in, breach of this Agreement or any other Ontoly Program Rules.

3.6 Ontoly is not required to process, and may decline, any request made by you for the period of time your account, or access to the Ontoly Platform, remains suspended. If a suspension persists, Ontoly may permanently suspend and close your account.

3.7 Where applicable, you will abide with the limitations and restrictions of access or use imposed by Ontoly during the term of this Agreement.

3.8 We reserve the right to refuse opening an account at our sole and absolute discretion, including on the grounds set out in the Know Your Customer (KYC) Policy. Where we refuse, suspend or terminate an account on those grounds, we will provide you with the general category of concern except where doing so would prejudice an investigation, contravene sanctions law or breach a legal obligation, and you may seek review in accordance with that Policy.

3.9 Where an account is closed or suspended, Ontoly may unilaterally transfer BERUs held in such account in the Ontoly Portal to an Ontoly holding account created to track such cancelled or suspended credits, until such time as the Account Holder provides satisfactory instructions or the matter is resolved.

IV. RESTRICTIONS ON USE

4.1 You will not, without Ontoly's prior written consent, (i) create, market or transact, or consent to any Person creating, marketing or transacting Connected Instruments, or (ii) use the Ontoly Platform or hold any accounts or BERUs on behalf of third parties on an omnibus-basis. For clarity, this restriction does not prohibit the transfer or resale of BERUs to third parties through the Ontoly Portal or in accordance with Ontoly's transfer procedures, or the entry of a Pre-Purchase Agreement in accordance with Part VI-A.

4.2 You will not use your account, an Ontoly Platform, or undertake or request any Platform Activity from us (i) for a fraudulent purpose or for any purpose that artificially affects or is intended to artificially affect the price, supply, or demand of BERUs, (ii) in a manner that leads a regulatory body to deem your activities to be greenwashing or to bring a greenwashing claim against you, (iii) in a manner that contravenes any applicable laws, including any international, federal, provincial, state, municipal or local laws, regulations, by-laws, orders and rules, (iv) to solicit others to commit an unlawful act, (v) to interfere with another Person's use of an Ontoly Platform, (vi) in a manner that deems your representations and warranties set out in Part XI to be untrue or incorrect, (vii) to upload or transmit viruses and any other type of malware or malignant code, (viii) to generate a security risk for others, (ix) to affect the integrity or functionality of an Ontoly Platform or the operation of any Platform Activity, (x) to collect or track the personal information of others, (xi) to compete with Ontoly or any of our offerings, (xii) to facilitate Prohibited Payments, or (xiii) to make environmental claims about BERUs beyond those supported by the applicable Validation Statement, Verification Statement, Public Validation Summary, Public Verification Summary, and BERS Program documentation.

4.3 Where we have reason to believe that you are acting in contravention of this Part IV or other prohibited uses described in this Agreement, or where a regulatory body has commenced an investigation or made a finding of greenwashing or misleading environmental claims against you in connection with BERUs, Ontoly reserves the right to

(a) immediately suspend your account(s) and access to any Ontoly Platform pending investigation,

(b) audit your Platform Activities, Project data, supporting documentation, and any BERUs issued to you, and to engage third-party auditors or forensic investigators at its discretion,

(c) publicly dissociate Ontoly and the BERS Program from your activities, and

(d) terminate your use or access to your accounts and any Ontoly Platform.

4.4 Without limiting Section 4.3, and consistent with BERS Standard Section 16.1.1, Ontoly reserves the unrestricted right at any time, and without prior notice, to: (a) review or request additional evidence from any Project at any time, including post-issuance; (b) request additional documentation from you or your Building Owner; and (c) engage third-party auditors or forensic investigators at its discretion. You shall fully cooperate with any such audit and provide requested materials within fifteen (15) Business Days of the request.

4.5 You acknowledge and agree that Ontoly may publicly disclose on the Ontoly Registry: (a) any enforcement action taken against your Project, including Corrective Action Notices, temporary holds on BERU issuance, suspensions, mandatory re-validation, mandatory re-verification, BERU cancellations, and Project disqualifications; (b) findings of intentional data manipulation or material misrepresentation; (c) the identity of non-compliant Projects (by Project ID); (d) the status and outcome of corrective actions; and (e) suspension or termination of any Project, Validation Body or Verification Body and the rationale. Ontoly shall maintain a transparent public record of all enforcement actions in accordance with BERS Standard Section 16.2.2. Except where immediate publication is necessary to prevent ongoing harm or is required by law, Ontoly will publish an enforcement finding only after you have been notified and given an opportunity to respond through the corrective action process. Where a finding is subsequently varied, withdrawn or resolved, Ontoly will publish an update to that effect. This right shall survive termination of this Agreement.

V. PROJECT LISTING, VALIDATION & REGISTRATION

5.1 After a Building Representative has opened all applicable Ontoly Platform accounts, such Building Representative may request Ontoly to assess, validate, register and list a Project in accordance with all the rules, standards and procedures set out by Ontoly, including any Ontoly Program Rules. Without limiting the generality of the foregoing, as applicable, you will submit to Ontoly for Ontoly's confirmation, review and assessment

(a) all information, materials or documents applicable to the Project and its related Environmental Benefits, including the Ontoly Project Intake Forms,

(b) proof, satisfactory to Ontoly, that the Building Owner holds majority legal title to, and no other party has a right to claim on, the premises of the applicable Project, any related Environmental Benefits and any associated benefits concerning a potential BERU, by means of the Building Owner Attestation & Representative Authorization Form or an alternative instrument accepted by Ontoly under BERS Standard Section 2.7.5,

(c) proof, satisfactory to Ontoly, that any Platform Activities associated with your proposed Project will not harm Ontoly or its programs' reputation,

(d) any declarations required by Ontoly and in a form that may be prescribed by Ontoly that, at a minimum, confirm that your representations and warranties in Part XI are and remain true and correct,

(e) Eligible Engineering Documentation as specified in the BERS Standard, and

(f) any other materials that may be reasonably required by Ontoly to ensure your proposed Project is of the quality and nature suitable to Ontoly's products and services.

5.2 Subject to payment of any applicable fees by you and your ongoing compliance with this Agreement, Ontoly will review, assess and, as may be applicable, register your Project in accordance with all its rules, standards and procedures, including any Ontoly Program Rules. Submission of a Project or any related payment to Ontoly does not guarantee any outcome for you or your proposed Project and Ontoly may reject your Project from being registered and listed in its sole discretion.

5.3 Additional criteria applicable to your Project may be recorded and displayed by Ontoly in the applicable Ontoly Platform but Ontoly is not required to do so.

5.4 Project Listing confers no assurance. Listing is an optional, early-stage step under BERS Standard Section 5.2A. You acknowledge and agree that: (a) Listing confers no certification, validation, eligibility determination or assurance of any kind from Ontoly, and does not guarantee that any BERU will be issued; (b) Ontoly does not review, verify or independently assess the information submitted at the Listing stage, and all information displayed in respect of a Listed Project, including the Project Registration Report, is provided by you and presented as-is; (c) Ontoly's preparation and publication of a Listed Project Registration Report is an administrative act of transparency only and shall not be construed as review, endorsement, adoption or independent assessment by Ontoly of any information it contains; (d) a Listed Project is not eligible to enter Pre-Purchase Agreements and no BERUs may be issued in respect of it; and (e) Ontoly may remove a Listed Project from the Ontoly Registry and the Buyer's Network at any time in the circumstances described in BERS Standard Section 5.2A.5, and the fact and date of removal shall be recorded on the Ontoly Registry. For clarity, nothing in Section 5.2 requires Ontoly to review or assess a Project before Listing.

5.5 Validation. Ontoly shall assign your Project to a **Validation Cohort** and contract an accredited Validation Body to perform validation for that Cohort in accordance with the BERS Standard and the BERS Validation and Verification Standard. A Project attains Validated status only upon acceptance of Eligible Engineering Documentation and issuance of a positive Validation Statement by an accredited, independent Validation Body contracted by Ontoly in accordance with BERS Standard Section 6. You acknowledge and agree that: (a) Ontoly is solely responsible for the selection and contracting of Validation Bodies and Verification Bodies, and you have no right to select, direct or instruct them; (b) you shall cooperate fully with the Validation Body and provide requested materials and clarifications within the timeframes specified; (c) a summary of each Validation Statement is published on the Ontoly Registry as the Public Validation Summary; and (d) neither Ontoly's review of ex-ante documentation nor Validation by a Validation Body constitutes a guarantee of future performance, issuance volumes, or delivery of BERUs.

5.6 Financial additionality data submitted by you shall be deemed fixed as of the date the Preliminary Ex-Ante BERU Assessment Report is requested and shall not be revised during the Crediting Period except as expressly permitted under the BERS Standard.

V-A. MONITORING AND REPORTING OBLIGATIONS

5A.1 As a Building Representative with a registered Project, you shall:

(a) submit a complete Annual Monitoring Report to Ontoly by March 31 of each calendar year immediately following the Monitoring Period (e.g. submit calendar year 2025 data by March 31, 2026), using the prescribed template or, where permitted, through ENERGY STAR Portfolio Manager;

(b) ensure all submitted data consists solely of actual metered performance data, submitted without weather normalization or other adjustments (Ontoly applies all required normalizations using standardized methodologies);

(c) disclose any change in occupancy of +/- 10% compared to the baseline period, any non-routine adjustments, operational changes, fuel source changes, or known data gaps;

(d) fully cooperate with the Validation Body, the Verification Body and Ontoly during validation and verification, including responding to clarification requests and providing supplemental documentation within the timeframes specified;

(e) notify Ontoly immediately of any change of building ownership, material change of use, significant capital works, or any event that may affect the Environmental Benefits of the Project; and

(f) maintain and preserve all original source documents (utility bills, meter exports, invoices, permits) for a minimum of ten (10) years from the date of submission.

5A.2 Projects that fail to submit the Annual Monitoring Report by March 31 may be suspended. Late submissions may be permitted at Ontoly's sole discretion, and Ontoly shall have no liability for any loss arising from suspension due to late submission. Where a Project is inactive for two (2) or more consecutive Monitoring Periods, Ontoly may terminate eligibility for future BERU issuance.

5A.3 Upon submission of a complete Monitoring Report and payment of the applicable non-refundable certification fee (or any other applicable fees required under the BERS Program) through the Ontoly Portal, Ontoly shall assign the Project to a Verification Cohort and contract an accredited Verification Body in accordance with the BERS Standard and the BERS Validation and Verification Standard.

VI. BERU ISSUANCES

6.1 After your Project has been registered and has attained Validated status you may, from time to time (and while your Project and accounts remain in good standing) request for Ontoly to issue BERUs to your Ontoly Portal account in accordance with Ontoly's rules, standards and procedures, including any Ontoly Program Rules. Without limiting the generality of the foregoing, as applicable, you will submit to Ontoly for Ontoly's confirmation, review and assessment information and materials listed in Section 5.1(a) to (f), with logical changes, applicable to any proposed BERUs.

6.2 Subject to payment of applicable fees by you as outlined by the Ontoly Fee Schedule and your ongoing compliance with this Agreement, Ontoly shall assign your Project to a Verification Cohort and contract an accredited Verification Body to perform verification in accordance with the BERS Standard and the BERS Validation and Verification Standard. Subject to the outcome of verification, Ontoly may issue BERUs to you and deposit serialized BERUs into your Ontoly Portal account and list such BERUs in your designated Ontoly Registry account. BERUs are issued exclusively on an ex-post basis. Requesting issuance or any related payment made to Ontoly does not guarantee any outcome for you and Ontoly may, in its sole discretion, decline to issue and list BERUs under a Project to you or any other party.

6.3 You acknowledge and agree that in the event that we determine that the Environmental Benefits for a Project were incorrectly quantified or reported, such that the number of BERUs issued to you was in excess of the correct number according to the requirements of the applicable Ontoly Program Rules, it will be your responsibility (and in no manner ours) to compensate for the over-issuance of BERUs, irrespective of whether such units are still held by you in your account. Without limiting the foregoing, Ontoly reserves the right to: (a) debit replacement BERUs of equivalent vintage and quality from your Ontoly Portal account; (b) place a hold on future BERU issuances to you until the over-issuance is compensated; or (c) cancel BERUs equivalent to the over-issuance from your account. You shall have thirty (30) Business Days from notification to remedy the over-issuance before Ontoly exercises its rights under this Section.

6.4 By using the Ontoly Platform you hereby confirm Ontoly's authority to obtain information about your BERUs that may be held on any other ledger, registry, database, exchange or platform.

6.5 Ontoly may delay or withhold the issuance of BERUs where: (a) Ontoly has initiated or is conducting an investigation into any aspect of the Project, Building Representative, or Building Owner; (b) the Validation Body or Verification Body has issued a Corrective Action Notice that remains unresolved; (c) a dispute resolution proceeding under the BERS Validation and Verification Standard is pending; (d) Ontoly reasonably believes that issuance may result in BERUs being associated with fraudulent, inaccurate, or materially misleading data; or (e) regulatory or law enforcement proceedings are underway that relate to the Project. Such delay shall not constitute a breach by Ontoly, and Ontoly shall have no liability for any losses arising from such delay.

6.6 You shall review the issuance record and notify Ontoly of any discrepancies within thirty (30) Business Days of issuance. Failure to notify Ontoly within this period shall constitute your acceptance of the issuance record as accurate.

6.7 Your Project's Registry status shall be assigned and updated by Ontoly in accordance with BERS Standard Section 15.2. You acknowledge that status designations, including Unvalidated (Listed), Validated, Issuance in Progress (Verified), Issued, Retired, Suspended and Cancelled, are determined solely by Ontoly and are published on the Ontoly Registry.

VI-A. PRE-PURCHASE AGREEMENTS AND FORWARD SALES

6A.1 Eligibility. Once your Project is posted on the Ontoly Registry at Validated status, you may enter a Pre-Purchase Agreement with a direct buyer or with a buyer sourced through the Buyer's Network, in accordance with BERS Standard Section 5.4. A Listed Project that has not attained Validated status is not eligible to enter Pre-Purchase Agreements. Following successful verification of the first year of monitoring data, you may enter contracts for the sale of BERUs for up to one hundred percent (100%) of the remaining estimated Crediting Period volume, in accordance with BERS Standard Section 17.1.4.

6A.2 Ontoly is not a party. A Pre-Purchase Agreement is a contract solely between you and your counterparty. **Ontoly is not a party to any Pre-Purchase Agreement or forward sale, is not a broker,**

dealer, agent, intermediary or fiduciary of either party, does not market, offer, solicit, negotiate, price or conclude any such contract on behalf of any Person, does not hold, receive or escrow any purchase money or other funds of either party, and gives no advice to any Person on the merits, pricing, suitability, structure or risks of any such contract or of any BERU. Ontoly's role is limited to administering the BERS Program and recording Platform Activities.

6A.3 Delivery risk is yours. You bear full responsibility for delivery risk. Pre-purchase payments do not guarantee the issuance of BERUs. You solely bear the risk that ex-ante BERUs may be subject to cancellation or suspension based on actual monitored performance, adverse validation or verification outcomes, or enforcement action. Neither Ontoly's review of ex-ante documentation nor Validation by a Validation Body constitutes a guarantee of future performance, issuance volumes, or delivery of BERUs. **Ontoly does not guarantee that any ex-ante BERU will ever be issued.** Ex-ante volumes are estimates only, are subject to actual monitored performance and to the outcome of independent verification, and may be reduced to zero.

6A.4 Contractual protections. Ontoly recommends that parties establish a contractual performance buffer of approximately twenty to thirty percent (20–30%) of estimated ex-ante BERU volumes to mitigate delivery risk, and that pre-purchase agreements and forward sale contracts include terms addressing non-delivery buffer provisions to manage the risk that actual verified volumes differ from estimated ex-ante volumes. Prior to first-year verification, that buffer should be reflected in all Pre-Purchase Agreements. Buyers and Building Representatives may include contractual risk-mitigation instruments, such as non-delivery insurance, at their discretion. **Ontoly does not guarantee BERU delivery and does not act as an insurer.** It is the sole responsibility of the Building Representative and the buyer to negotiate appropriate contractual protections for delivery risk. Any template made available by Ontoly is provided for convenience only, is not legal advice, and must be reviewed by each party's own advisers.

6A.5 The Buyer's Network. The Buyer's Network is the part of the Ontoly Portal through which Validated Projects are made visible to prospective buyers, and through which buyers may record Buyer Preferences and submit Expressions of Interest. It operates as described in Part VI-C. **Ontoly does not solicit any transaction, does not represent either party, does not negotiate terms, does not recommend any Project, and makes no representation as to the creditworthiness or suitability of any counterparty. Ontoly does not receive any commission, success fee or other compensation calculated by reference to the price at which any BERU is sold, the value of any transaction, or whether any introduction results in a transaction.** Fees for access to or participation in the Buyer's Network, if any, are listed in the Ontoly Fee Schedule and are charged as listing or subscription fees only.

6A.6 No investment advice or rating. The Financial Additionality Rating and any related score, determination or summary published by Ontoly is a measure of the financial additionality of a Project — that is, the extent to which the Project required carbon finance revenue to proceed — assessed under BERS Standard Section 10. **It is not investment advice, a credit rating, a securities rating, a recommendation, or a statement about the present or future value, price, liquidity, tradability or expected return of any BERU or Pre-Purchase Agreement.** No Person should rely on it as such.

6A.7 Your responsibility for characterization. You are solely responsible for determining the legal, regulatory, securities, commodities, accounting and tax characterization and consequences of any Pre-Purchase Agreement or forward sale you enter, and for complying with all applicable laws in connection with it, including any registration, prospectus, disclosure, exemption or filing requirement that may apply to you. Ontoly makes no representation on these matters and you shall not represent to any Person that Ontoly has done so.

6A.8 Compliance of counterparties. A prospective buyer introduced through the Buyer's Network must complete due diligence under the Know Your Customer (KYC) Policy and hold an activated Ontoly Portal account before BERUs may be transferred to it. Entry into a Pre-Purchase Agreement does not itself confer any right to hold BERUs.

6A.9 Pre-Purchase Agreements are made off-platform. Pre-Purchase Agreements and forward sale contracts are negotiated, agreed and executed **entirely between the buyer and the Building Representative, away from the Ontoly Platform**. **Ontoly takes no part in the negotiation, does not draft, review, approve, witness or execute any such contract, provides no signing facility for it, and is not a party to it.** Any template Ontoly makes available is provided for convenience only, is not legal advice, and must be reviewed by each party's own advisers. The only role the Ontoly Platform plays in a Pre-Purchase Agreement is receiving an upload of the executed contract for the purpose of recording a Reservation under Section 6A.10.

6A.10 Uploading a Pre-Purchase Agreement to obtain a Reservation. A buyer that has entered into a Pre-Purchase Agreement may upload the executed contract to the Ontoly Portal in order to request that Ontoly record a **Reservation** against the forecasted ex-ante BERU volume of the relevant Project. The following applies:

(a) Who uploads, and what must be provided. The buyer uploads the executed Pre-Purchase Agreement, together with: the Project identifier; the reserved volume in tCO_2e; the vintage or Monitoring Periods concerned; **the delivery schedule, being the volume expected to be delivered in each Monitoring Period or on each delivery date**; **the price per tonne and total contract value**; and the expiry date of the reservation requested. Where the contract provides for a price formula, indexation, an option or a price range rather than a fixed figure, the buyer shall state the basis on which the price is determined.

(b) The Building Representative must confirm. Ontoly will notify the Building Representative of every Reservation requested against its Project. **A Reservation is recorded only once the Building Representative confirms it through the Ontoly Portal.** There is no deemed or automatic confirmation: if the Building Representative does not confirm, no Reservation is recorded, whatever the uploaded contract may say. In confirming, the Building Representative confirms the volume, delivery schedule, price basis and expiry date stated by the buyer. Where the Building Representative disputes or declines to confirm, the matter is between the buyer and the Building Representative.

(c) Ontoly does not verify the contract. Ontoly does not review, verify, authenticate, interpret, approve or endorse an uploaded Pre-Purchase Agreement, and makes no assessment of its validity, enforceability, authenticity or performance. Ontoly records the volume, vintage and dates **as stated by the parties** and relies on them without independent inquiry. Uploading a contract does not make Ontoly a party to it, a witness to it, or a custodian of it for any purpose other than recording the Reservation.

(d) Purpose and effect. The purpose of a Reservation is to prevent the same forecasted volume being committed more than once. Ontoly may decline or limit a Reservation where the volume requested would exceed a Project's forecasted remaining Crediting Period volume net of existing Reservations.

(e) What a Reservation is not. A Reservation is an administrative record only. It is not a guarantee that any BERU will be issued, is not a security interest, charge, lien or encumbrance, does not confer title or any proprietary, beneficial or contractual right in any BERU, gives the buyer no claim against Ontoly, and does not make Ontoly a party to, guarantor of, or security for any contract. Ontoly does not guarantee that a reserved volume will be issued, and forecasted volumes may be reduced to zero.

(f) Confidentiality. An uploaded Pre-Purchase Agreement is Confidential Information under Part XVI. **Ontoly does not publish it, does not publish its commercial terms, and does not disclose it to any other Account Holder.** Ontoly may record on the Ontoly Registry that a stated volume of a Project's forecasted ex-ante credits is reserved, without disclosing the identity of the buyer, the price, the delivery schedule or any other term, unless both parties consent. **Ontoly does not disclose the price or delivery terms of any Pre-Purchase Agreement to any other Building Representative, seller or buyer, and does not publish, circulate or make available any index, benchmark or report derived from individual contract prices in a form that would allow a competing seller to identify another seller's pricing.** Ontoly's handling of personal information within an uploaded contract is governed by the Ontoly Privacy Statement.

(g) Expiry and removal. A Reservation expires on the date requested, and Ontoly may remove or adjust it where the underlying contract terminates or expires, where either party notifies Ontoly that it is no longer in force, where the Project's forecasted volume changes, where the Project is Suspended or Cancelled, or where the Reservation was obtained by misrepresentation. Ontoly will notify both parties of removal.

(h) Disputes. Any dispute about the existence, scope, volume or duration of a Reservation, or about the underlying contract, is between the buyer and the Building Representative. **Ontoly is not an arbiter of that dispute and has no obligation to resolve it.** Ontoly may suspend or remove a Reservation while a dispute subsists, and is not liable to either party for doing so or for declining to do so.

(i) Misuse. Requesting a Reservation on the basis of a contract that is not in force, that has been terminated, or that misstates the volume or duration, is a breach of this Agreement and of the Acceptable Use Policy, and may result in suspension under Part III and enforcement action under Part IV.

6A.11 Sequence of dealing. A Building Representative uploads and lists its Project. A buyer reviews the Project information Ontoly publishes and, if interested, **the buyer initiates contact**, whether directly or through an Expression of Interest under Part VI-C. The parties then negotiate and execute any Pre-Purchase Agreement **between themselves and away from the Ontoly Platform**, and the buyer may afterwards upload the executed contract under Section 6A.10 to obtain a Reservation. Ontoly does not approach buyers on behalf of a Building Representative, does not pitch, promote or recommend any Project to any buyer, and does not initiate, broker or conclude any transaction.

6A.12 Indicative Price Ranges for pre-issuance Projects. A Building Representative may publish, through the Ontoly Portal, an **Indicative Price Range** per tonne at which it indicates the Building Owner would consider a Pre-Purchase Agreement for the Project's forecasted ex-ante BERUs. The following applies:

(a) The Building Representative sets it. The Indicative Price Range is determined solely by the Building Representative in consultation with the Building Owner. **Ontoly does not set, suggest, recommend, validate, benchmark, approve or comment on any Indicative Price Range**, and does not require a Building Representative to publish one. Publishing a range is optional.

(b) It is displayed to prospective buyers. Where published, the Indicative Price Range is displayed with the Project listing so that prospective buyers can decide whether to make contact. It is displayed in the same form and with the same prominence for every Project that publishes one.

(c) It is not an offer. An Indicative Price Range is an invitation to treat and is indicative only. It is not an offer, is not capable of acceptance, and creates no binding obligation on the Building Representative or the Building Owner to enter into any contract, to accept any offer made within the range, or to deal with any particular buyer. No Person acquires any right by reason of making an offer within an Indicative Price Range.

(d) It may be changed. A Building Representative may change or withdraw its Indicative Price Range at any time through the Ontoly Portal. A change takes effect when published and applies **prospectively only**; it does not affect any contract already concluded.

(e) It says nothing about what will be agreed. Ontoly does not guarantee that any transaction will occur at all, or at any price within an Indicative Price Range. The price actually agreed is a matter for negotiation between the buyer and the Building Representative away from the Ontoly Platform under Section 6A.9.

(f) Published range, confidential contract. An Indicative Price Range is published because the Building Representative chooses to publish it. **The price, delivery schedule and other terms actually agreed in a concluded Pre-Purchase Agreement remain confidential under Section 6A.10(f) and are not published, disclosed to any other Account Holder, or used in any index or benchmark**, whether or not an Indicative Price Range was published for the Project.

VI-B. PURCHASES OF ISSUED BERUs THROUGH THE ONTOLY PORTAL

6B.1 What this Part covers. This Part governs the sale and purchase of **issued** BERUs through the Ontoly Portal. Only BERUs that have been verified, serialized and issued may be offered for sale under this Part. Ex-ante BERUs and BERUs relating to Listed (Unvalidated) Projects may not be offered; forward transactions are governed by Part VI-A. **The Ontoly Portal is the only venue through which BERUs may be acquired, and every buyer must hold an activated Ontoly Portal account.**

6B.2 Ontoly is not the seller. Every sale of issued BERUs is a contract **between the buyer and the Building Representative** that offered them. **The Building Representative is the seller. Ontoly is not a party to that contract, is not a buyer, seller, broker, dealer, agent, intermediary or fiduciary of either party, and does not take title to any BERU.** Ontoly's role is limited to publishing standardized Project information, providing the Ontoly Portal, recording the transfer of BERUs, and administering Retirement.

6B.3 Ontoly does not handle the purchase price. The purchase price for BERUs is paid by the buyer directly to the Building Representative, away from the Ontoly Platform, on the terms the parties agree between themselves. Ontoly does not receive, hold, escrow, control, disburse or have custody of the purchase price, or of any other funds belonging to a buyer, a Building Representative or a Building Owner, at any time, and provides no payment, settlement, remittance or escrow facility for any transaction between them. Ontoly does not require, arrange, sponsor or maintain any payment account for a Building Representative, and no Building Representative is required to hold an account with the Payment Processor. **The only money Ontoly collects is its own fees under Part XII, which are paid to Ontoly by the Person who owes them and are never received, routed or held by Ontoly on behalf of another Person.**

6B.4 The Listing Price. A Building Representative holding issued BERUs may set, through the Ontoly Portal, a **Listing Price** per tonne for those BERUs. The following applies:

(a) The Building Representative sets it. The Listing Price is determined solely by the Building Representative in consultation with the Building Owner. **Ontoly does not set, suggest, recommend, validate, benchmark, approve, cap, floor or comment on any Listing Price**, and does not require a Building Representative to publish one. Publishing a Listing Price is optional.

(b) It is displayed to prospective buyers. Where published, the Listing Price is displayed with the Project's issued BERUs in the Ontoly Portal so that prospective buyers can decide whether to make contact. It is displayed in the same form and with the same prominence for every Project that publishes one.

(c) It is not an offer. A Listing Price is an invitation to treat and is indicative only. It is not an offer, is not capable of acceptance through the Ontoly Portal or otherwise, and creates no binding obligation on the Building Representative or the Building Owner to enter into any contract, to accept any offer made at or above it, or to deal with any particular buyer. No Person acquires any right by reason of making an offer at or above a Listing Price.

(d) It may be changed. A Building Representative may change or withdraw its Listing Price at any time through the Ontoly Portal. A change takes effect when published and applies **prospectively only**; it does not affect any contract already concluded.

(e) Published price, confidential contract. A Listing Price is published because the Building Representative chooses to publish it. **The price and other terms actually agreed in a concluded sale remain confidential under Section 6B.6 and are not published, disclosed to any other Account Holder, or used in any index or benchmark**, whether or not a Listing Price was published.

6B.5 Sales are concluded away from the Ontoly Platform. A buyer that wishes to acquire issued BERUs **initiates contact** with the Building Representative, whether directly or through an Expression of Interest under Part VI-C. **The parties then negotiate, agree and execute any contract of sale between themselves and away from the Ontoly Platform. Ontoly takes no part in the negotiation, does not draft, review, approve, witness or execute any such contract, provides no signing facility for it, and is not a party to it.** Ontoly does not approach buyers on behalf of a Building Representative, does not pitch, promote or recommend any Project or any BERU to any buyer, and does not initiate, broker or conclude any transaction. Any template Ontoly makes available is provided for convenience only, is not legal advice, and must be reviewed by each party's own advisers. The only role the Ontoly Portal plays in a sale of issued BERUs is recording the transfer under Section 6B.8.

6B.6 Confidentiality of concluded sales. The price, volume and other terms agreed in a concluded sale of issued BERUs are Confidential Information under Part XVI. **Ontoly does not publish them, does not disclose them to any other Account Holder, and does not publish, circulate or make available any index, benchmark or report derived from individual transaction prices in a form that would allow a competing seller to identify another seller's pricing.** Ontoly publishes on the Ontoly Registry only the transfer, retirement and cancellation records required by Section 16.3.

6B.7 Every buyer must hold an activated Ontoly Portal account. A buyer must hold an activated Ontoly Portal account and must have completed due diligence under the Know Your Customer (KYC) Policy before any BERU is transferred to it. There is no guest, unregistered or anonymous route by which a BERU may be acquired, held or Retired. All buyers are screened against applicable sanctions lists before a transfer is recorded, and no transfer will be recorded where a screening match is unresolved. Entry into a contract of sale does not itself confer any right to hold BERUs.

6B.8 Recording the transfer. Ontoly records the transfer of issued BERUs from the Building Representative's Ontoly Portal account to the buyer's Ontoly Portal account only once **both** of the following have occurred:

(a) the Building Representative has confirmed through the Ontoly Portal that it has received the purchase price, or that it is otherwise satisfied on the payment terms it has agreed with the buyer; and

(b) the buyer has paid the Certification Fee payable under Section 12.9.

Ontoly does not verify that the purchase price has in fact been paid, does not hold any part of it, and relies on the Building Representative's confirmation without independent inquiry. Ontoly is not liable to either party for recording, or for declining to record, a transfer in accordance with this Section. A Building Representative that confirms receipt of a purchase price it has not received is in breach of this

Agreement and of the Acceptable Use Policy, and the consequences as between the parties are a matter for them under Section 6B.10.

6B.9 Fees are non-refundable; refunds of the price lie against the seller. Certification Fees paid to Ontoly are non-refundable except as provided in Section 12.10. **Ontoly does not receive, hold, process or refund any part of the purchase price, and any claim for repayment of the purchase price lies against the Building Representative as seller and not against Ontoly.** Because Retirement is permanent and cannot be reversed, re-issued or re-credited, a Retirement once executed is final; Ontoly may, at its sole discretion and only within seven (7) Business Days, correct a manifest error in retirement quantity or beneficiary details in accordance with Section 8.4. This Section is subject to Section 6B.16.

6B.10 Payment disputes. Any dispute about whether the purchase price has been paid, about the amount payable, or about the performance of a contract of sale, is **between the buyer and the Building Representative**. **Ontoly is not an arbiter of that dispute and has no obligation to resolve it.** Ontoly may suspend a transfer, or place a hold on BERUs, while a dispute subsists, and is not liable to either party for doing so or for declining to do so. Where a buyer reverses or charges back a payment of an Ontoly fee, Ontoly may suspend that buyer's account and withhold further transfers and issuances until the matter is resolved; where the BERUs concerned have already been Retired, Ontoly is not obliged to reverse the Retirement and, for clarity, cannot do so.

6B.11 Building Representative obligations. If you offer issued BERUs for sale through the Ontoly Portal you represent and warrant that: (a) the BERUs are issued, unretired, unencumbered and held in your Ontoly Portal account; (b) you have good title and full authority to sell them, and they are not subject to any Pre-Purchase Agreement, forward sale, option or other prior commitment; (c) all information you provide about your Project and BERUs is accurate, complete and not misleading; (d) you are responsible for determining, collecting and remitting all taxes applicable to your sales, subject to Section 12.13; (e) you will honour every contract of sale you conclude; and (f) you will not confirm under Section 6B.8(a) the receipt of a purchase price you have not received. **You are solely responsible for setting your own price and for collecting it directly from the buyer; Ontoly does not set, recommend, coordinate or influence any price, and does not collect, hold or remit any price on your behalf.**

6B.12 Not an investment. BERUs acquired through the Ontoly Portal are held for Retirement against the holder's own or a named beneficiary's environmental claim. **Nothing in the Ontoly Portal is an offer of, or a solicitation to acquire, a security, derivative or investment product, and no information presented in the Ontoly Portal is investment advice, a recommendation, a rating of investment merit, or a statement about the present or future value, price, liquidity or tradability of any BERU.** Section 6A.6 applies equally to purchases under this Part.

6B.13 Availability and errors. Issued BERUs offered for sale are subject to availability and may be withdrawn or sold before a transfer is recorded. Ontoly may refuse, cancel or limit the recording of any transfer, including where a Listing Price or quantity contains a manifest error, where a sanctions or fraud screen is unresolved, where the buyer does not hold an activated Ontoly Portal account, or where the Building Representative's account is suspended.

6B.14 No transaction volume limits. Because every purchase is made by a buyer holding an activated Ontoly Portal account that has completed due diligence under the Know Your Customer (KYC) Policy, no transaction volume limit applies to the purchase of issued BERUs. Ontoly may nonetheless impose transaction limits or pre-approval requirements on an individual Account Holder in accordance with the Know Your Customer (KYC) Policy where risk requires it.

6B.15 Geography. A buyer holding an activated Ontoly Portal account may purchase BERUs from any **Eligible Jurisdiction**. Ontoly publishes the list of Eligible Jurisdictions on the Ontoly Portal and at www.ontoly.org and updates it from time to time, and may add or remove a jurisdiction on notice published there. Removal of a jurisdiction does not affect a purchase already completed. **Ontoly does not make BERU purchasing available to, and will not record a transfer to, any Person located in or ordinarily resident in a jurisdiction subject to comprehensive sanctions**, and may block access from such jurisdictions by technical means. No such jurisdiction is an Eligible Jurisdiction. Ontoly may decline, cancel or restrict any purchase, or the availability of BERU purchasing in any jurisdiction, including where required or made impracticable by sanctions, export control, tax, consumer protection, financial services, anti-money laundering or data protection law, or where Ontoly is unable to complete the screening required by Section 6B.7. Nothing in this Section obliges Ontoly to make BERU purchasing available in any jurisdiction.

6B.16 Consumer buyers; rights that cannot be excluded. This Section applies where you purchase BERUs as a consumer and the law of your country of residence gives you rights that cannot lawfully be excluded or limited by agreement.

(a) Your non-excludable rights prevail. Nothing in this Agreement, and in particular nothing in Section 6B.9, operates to exclude, limit or vary any right or remedy that the law of your country of residence provides to you as a consumer and says may not be excluded, limited or varied. To the extent of any conflict, that law prevails.

(b) Where BERUs are Retired immediately. Where you instruct that the BERUs be Retired upon the transfer being recorded, performance is immediate and cannot be reversed. Where the law applicable to you gives you a right to withdraw from or cancel a distance contract, and permits that right to be lost where the consumer consents to performance beginning immediately, **you will be asked, before the Retirement is executed, to give your express consent to immediate performance and to acknowledge that you will lose any right of withdrawal once the BERUs are Retired. Where that consent and acknowledgment are required and are not given, the Retirement will not be executed.**

(c) Where BERUs are held unretired. Where the BERUs you purchase are transferred to your Ontoly Portal account and have not been Retired, and you validly exercise a right of withdrawal or cancellation, the BERUs shall be transferred back to the Building Representative and Ontoly will record that transfer in the Ontoly Portal. **Any refund of the purchase price is a matter between you and the Building Representative as seller**, and Ontoly will refund any Certification Fee it has collected in respect of that purchase.

(d) Retired BERUs cannot be returned. Once a BERU has been Retired, the Retirement cannot be reversed, and paragraph (c) does not apply to it.

(e) Pre-contract information. Where the law applicable to you requires information to be given to a consumer before a distance contract is concluded, **the Building Representative as seller is responsible for the information it provides about its Project, its BERUs and its price**, and Ontoly makes available in the Ontoly Portal and in the Ontoly Fee Schedule the information relating to its own fees.

VI-C. FACILITATION, SHOWCASING AND INTRODUCTIONS

6C.1 Ontoly's role is facilitation. Ontoly's role in relation to the sale of BERUs is that of a **facilitator**. We operate the Ontoly Portal, publish standardized Project information so that buyers can evaluate Projects for themselves, and make neutral introductions between buyers and Building Representatives on the basis of criteria the buyer specifies. **We do not sell BERUs, we do not sell them on anyone's behalf, we do not stand between the parties to a transaction, and we do not receive, hold or handle the purchase price.**

6C.2 Showcasing. Building Representatives upload and list their Projects. Ontoly publishes standardized, neutral information about each listed Project — drawn from the Project Description Report, the Financial Additionality Rating, the Validation Statement summary and the Verification Statement summary — so that a buyer can assess the Project on comparable terms with every other Project. Ontoly presents this information in the same form and with the same prominence for every Project.

6C.3 What Ontoly does not do. For the avoidance of doubt, and notwithstanding anything else in this Agreement, **Ontoly does not**:

- **(a)** act as agent, broker, dealer, intermediary, fiduciary or representative of any buyer or any Building Representative;
- **(b)** have or exercise any authority to negotiate, agree, price, conclude or bind any Person to any transaction;
- **(c)** market, offer, promote, pitch, solicit or recommend any Project, any Building Representative or any BERU to any buyer;
- **(d)** advise any Person on the merits, pricing, suitability, timing or risks of any transaction, or on the value, liquidity or tradability of any BERU;
- **(e)** hold, receive, escrow or control any funds of any buyer or Building Representative; or
- **(f)** accept any payment for placement, prominence, ranking, promotion, introduction or referral, or any commission, success fee or other compensation calculated by reference to the value of a transaction or to whether a transaction occurs at all.

6C.4 Ontoly does not conclude any sale. Ontoly does not facilitate, arrange, broker, negotiate, price or conclude any sale of BERUs, whether of issued BERUs under Part VI-B or under any Pre-Purchase Agreement or forward sale under Part VI-A. In respect of every such transaction Ontoly's involvement is limited to publishing standardized Project information, making neutral introductions under this Part, recording Reservations under Section 6A.10 following upload of a contract executed off-platform, and recording transfers under Section 6B.8. **Ontoly provides no signing facility for, and takes no part in the making of, any contract of sale or any Pre-Purchase Agreement.**

6C.5 Buyer Preferences and Expressions of Interest. A buyer may record **Buyer Preferences** through the Ontoly Portal describing the BERUs it is interested in — for example vintage, location, methodology, Project type, volume, Financial Additionality Rating or label. A buyer may also submit an **Expression of Interest** in a particular Project. Both are entirely at the buyer's initiative. Ontoly does not solicit Buyer Preferences in relation to any particular Project and does not suggest what a buyer's Preferences should be.

6C.6 How introductions are made. Where a Project matches a buyer's recorded Buyer Preferences, or where a buyer submits an Expression of Interest, Ontoly may introduce the buyer to the relevant Building Representative. Introductions are made on the following basis:

- **(a)** matching is driven **solely by the criteria the buyer has specified**, applied consistently across all listed Projects;
- **(b)** the matching criteria are disclosed in the Ontoly Portal, and Ontoly does not apply undisclosed criteria;
- **(c)** where more than one Project matches, all matching Projects are presented to the buyer, and where the number must be limited, the limit and the objective basis for it are disclosed;

- **(d) the order in which matching Projects are presented is not influenced by any fee, by the length or value of any relationship with Ontoly, or by any commercial consideration favourable to Ontoly**;
- **(e)** the buyer decides whether to make contact, and **contact is initiated by the buyer**; and
- **(f)** Ontoly does not participate in, facilitate or record any negotiation that follows, other than as described in Sections 6A.9 and 6B.5.

6C.7 Introductions are not recommendations. An introduction means only that a Project matched criteria the buyer specified. **It is not a recommendation, endorsement, rating, or opinion by Ontoly that a Project is suitable, that its BERUs are appropriately priced, or that a transaction should proceed.** No Person should treat an introduction as advice.

6C.8 No fee for introductions. Ontoly charges no fee for recording Buyer Preferences, for submitting or receiving an Expression of Interest, or for any introduction, and **no fee payable to Ontoly depends on whether an introduction results in a transaction, or is calculated by reference to the price at which any BERU is sold or to the value of any transaction**. Where a buyer acquires issued BERUs, the Certification Fee under Part XII applies on the basis stated there.

6C.9 Building Representatives may opt out. A Building Representative may elect through the Ontoly Portal not to receive introductions, or not to have its Project surfaced against Buyer Preferences, at any time. Opting out has **no effect** on the Project, on BERU issuance, on Registry status, on fees, or on how Ontoly administers the BERS Program.

6C.10 Neutrality and Ontoly's regulatory role. Ontoly administers the BERS Program in respect of the same Projects it showcases. Accordingly: providing or receiving Facilitation Services confers **no** advantage in the administration of the BERS Program, and does not affect the Financial Additionality Rating, Validation or Verification outcomes, Validation Cohort or Verification Cohort assignment, issuance timing, Registry status, fees, or the exercise of any enforcement power; Ontoly's obligation to present neutral, standardized Project information takes precedence over any interest Ontoly has in a transaction occurring; and **nothing in this Part limits, qualifies or fetters Ontoly's powers, duties or discretions as administrator of the BERS Program**, the exercise of which is not a breach of this Agreement.

6C.11 No guarantee. Ontoly does not guarantee that any Project will attract a buyer, that any introduction will result in a transaction, that any transaction will complete, or that any ex-ante BERU will be issued.

VII. BERU TRACKING, LABELS & ATTRIBUTES

7.1 You will promptly (i) notify Ontoly via the applicable Ontoly Platform upon Disposing of any BERUs listed in your account, and (ii) record such Disposition in the Ontoly Portal.

7.2 Upon receiving your notification of a transfer with respect to issued and listed BERUs, the following applies:

(a) to the extent the Disposition is made to a recipient or purchaser with an Ontoly Portal account, (i) such Account Holder will be notified through its account and must accept receipt of the corresponding BERUs, and (ii) the applicable BERUs will be transferred and listed in such Account Holder's account in the Ontoly Portal; or

(b) to the extent the Disposition is made to a recipient or purchaser without an Ontoly Portal account, (i) such non-Account Holder will be required to become an Account Holder on the Ontoly Portal (including by completing due diligence under the Know Your Customer (KYC) Policy and paying any applicable fees), and (ii) following the individual becoming an Account Holder, the applicable BERUs will be transferred and listed in such Account Holder's account.

7.3 You acknowledge and agree that:

(a) for as long as an intended recipient or purchaser fails to open, hold and maintain an Ontoly Portal account, the transfer of the BERUs that are subject to the intended Disposition will not transfer and shall remain in the account of the intended transferor; and

(b) notwithstanding the foregoing, if a Disposition is not accepted by the intended recipient or purchaser in accordance with Section 7.2(a) within six (6) months from the date of your notification to us, the transfer request will be automatically cancelled and the BERUs will be returned to the transferor's active account in the Ontoly Portal. Ontoly will notify both parties of the cancellation provided that such parties are Account Holders.

7.4 Upon receiving a notification from a Financial Market Settlement System that there has been an erroneous or fraudulent transfer related to an account held in the Ontoly Portal, Ontoly may reverse the transaction or movement of BERUs in accordance with any instructions received from the relevant Financial Market Settlement System.

7.5 Ontoly will have no liability whatsoever for exercising its discretion under this Part VII or taking steps if the written notification provided by an Account Holder or Financial Market Settlement System is subsequently determined to have been given in error or fraudulently. Furthermore, you are solely responsible for your inability to fulfill any obligation to third parties associated with your or their Disposition of BERUs or in any manner associated with your Project.

7.6 Labels and attributes. You may apply for optional labels or attributes to be applied to issued BERUs, including the Article 6 Label and the CORSIA Label, by submitting the documentation required under BERS Standard Section 15.4 and the Label Guidance. You acknowledge and agree that: (a) eligibility for any label is determined by Ontoly and, where applicable, by the host country or the ICAO Council, and is not guaranteed; (b) the availability and requirements of each label are subject to change as external frameworks evolve; (c) Ontoly may suspend or remove a label where an authorization is revoked or evidence of corresponding adjustments is not obtained within the timeframe specified in the Label Guidance; (d) information relating to Article 6 authorizations is published by Ontoly and made publicly available; and (e) where labelled BERUs are cancelled for compliance purposes and corresponding adjustments subsequently fail, the remediation provisions of the Label Guidance apply.

VIII. RETIREMENT & CANCELLATION

8.1 You may Retire BERUs held in your Ontoly Portal account in accordance with the Ontoly Program Rules.

8.2 For each Retired BERU, you will confirm via the Ontoly Portal: (a) the purpose of the Retirement; (b) the identity of the Person on whose behalf the BERU is being Retired (the beneficiary); (c) whether the Retirement is for corporate carbon accounting, jurisdictional compliance, voluntary offsetting, insetting, or other purposes; and (d) that neither you nor any Person on your behalf has claimed or will claim the corresponding Environmental Benefits under any other carbon crediting program, registry, or compliance scheme (in accordance with the no-double-counting requirements of the BERS Standard). **You acknowledge that, as required by BERS Standard Section 12.3.1, the quantity, the retiring entity, the named beneficiary and the declared purpose of retirement are published on the public Ontoly Registry for every retired batch, and are made available in machine-readable form without login**

credentials. Where the beneficiary is an individual, it is your responsibility to inform that individual before submitting the Retirement.

8.3 For each Retirement request submitted to Ontoly you

(a) as at the moment of such request, confirm that immediately prior to the Retirement of a BERU you have undertaken best efforts to ensure that neither you, nor someone on your behalf, nor any other Person have any further right to claim or count a benefit, right or interest of or under the applicable BERU and its corresponding Environmental Benefits,

(b) acknowledge and agree that a valid request to Ontoly for Retirement is irrevocable,

(c) acknowledge and agree that upon Retirement: (i) no Person has any further rights to claim or count a benefit from or under the applicable BERU and its corresponding Environmental Benefits; and (ii) the effect of Retirement is permanent and cannot be reversed, re-issued or re-credited, and

(d) agree to take all necessary steps to confirm that any claim or representation made by any Person with respect to the Retirement or an applicable Retired BERU is not misleading, deceptive or false.

8.4 Notwithstanding Section 8.3(b), Ontoly may, at its sole discretion, correct retirement quantities, beneficiary details or other elements of a Retirement request where the Building Representative or Buyer Account Holder has made an error, provided that the correction is requested within seven (7) Business Days of the Retirement request, in accordance with BERS Standard Section 5.9.

8.5 Ontoly may require an Account Holder who has requested a Retirement and who is not found to have legal title or beneficial title to the applicable BERUs or, in the case of an agent acting on behalf of a Building Representative or a Building Owner, whose Building Representative or Building Owner is not found to have legal or beneficial title to the BERUs, to provide to Ontoly with replacement BERUs of a quality and quantity specified by Ontoly.

8.6 Ontoly may require an Account Holder at any time to cancel any BERUs in its Ontoly Portal account if Ontoly, after due consideration and acting reasonably, determines that

(a) the subject BERUs' Project contravenes any Ontoly Program Rules or such Project is deregistered or delisted from an Ontoly Platform,

(b) the Account Holder is in breach or has failed to comply with any Ontoly Program Rules, or

(c) the subject BERUs do not have or no longer represent a claim to the corresponding Environmental Benefits.

8.7 All Retirements shall be executed through the Ontoly Portal. Where a Building Representative Retires BERUs that have not been sold, for its own internal emissions accounting purposes (insetting), a separate Buyer Account is not required, provided the Building Representative discloses the insetting purpose and beneficiary in accordance with Section 8.2.

IX. TITLE TO BERUs

9.1 Legal title to a BERU vests in the entity registered as the current holder of that BERU in the Ontoly Portal. Title transfers are effective only upon recording in the Ontoly Portal, and Retirement is effective only upon execution through the Ontoly Portal. The Ontoly Portal is the authoritative record of legal ownership; the Ontoly Registry reflects the current status of each BERU for public transparency.

9.2 The Ontoly Portal will, in accordance with the BERS Standard, record the initial listing of a BERU into the Building Representative's account and the identity of the final Account Holder that Retires such BERU.

9.3 You acknowledge and agree that

(a) while Section 9.1 determines where title to a BERU vests as between Account Holders, Ontoly does not warrant or guarantee that any Account Holder has good title to, or is entitled to deal with, the Environmental Benefits underlying any BERU, nor the validity of the chain of entitlement by which a BERU came to be held,

(b) Ontoly is not required to verify ownership of a BERU or the validity or correctness of any Disposition of BERUs, and

(c) each Person intending to accept, or who accepts, a BERU relies on information obtained through an Ontoly Platform at its own risk.

9.4 Without limiting Part XIII, Ontoly will not be liable for any loss that may occur as a result of a Validation Statement, a Verification Statement or any action of a Validation Body or Verification Body that results in denial of BERUs being issued to you, your purchase, acquisition or acceptance of any BERUs.

9.5 The Ontoly Registry is a public ledger of non-confidential information and will include public information on the beneficiary and retirement details for each BERU. The Ontoly Registry tracks BERUs for public transparency purposes.

X. INTELLECTUAL PROPERTY

10.1 All data, information, materials, content, features, datasets, forms, models, process documents, guidance materials, methodologies, standards, specifications, reports, documents and functionality available through an Ontoly Platform or as part of Ontoly Program Rules, or otherwise provided to you by Ontoly or on our behalf, including, without limitation analysis related to BERU or Environmental Benefits or any related Ontoly standards and methodologies, design, artwork, hyperlinks, text, videos, software, images, technical drawings, formulae, code, configurations, graphics, other files, any aggregated data embodied in the Ontoly Platforms or its websites, and their selection and arrangement, (collectively, "**Tier 1 Data**") are either our property or the property of third parties who have licensed their work to us. We reserve any and all rights to the Tier 1 Data. For avoidance of doubt, Tier 1 Data does not include ownership of a BERU or any corresponding Environmental Benefits to which an Account Holder is entitled.

10.2 You will not modify, use, change, reverse engineer, download, reproduce, print, copy, publish, display, post, distribute, license or Dispose of any Tier 1 Data without our prior written consent; provided that, you may, without removing any copyright notices and to the extent we elect to make it accessible, (i) download and print parts of the Tier 1 Data for non-commercial uses that are internal to you (and that otherwise do not compete, and are not intended to be competitive, with Ontoly) and (ii) use the information visually displayed on your Ontoly Platform account as it relates specifically to your Project or BERUs for your own business purposes, including showing such information to your customers or prospective buyers.

10.3 Notwithstanding anything to the contrary in this Agreement, with respect to any data, information, materials, content, features, specifications, reports, documents, whether confidential, sensitive or otherwise, provided by you or on your behalf (the "**Tier 2 Data**"), you hereby grant to Ontoly an irrevocable, fully paid-up, perpetual, royalty free licence to sublicence, collect, use, reproduce, distribute, display and prepare derivative works from any Tier 2 Data as we deem reasonably necessary to

(a) improve our offerings,

(b) provide you with Ontoly products and services,

(c) as may be applicable, confirm, validate, verify or assess a Project or BERUs,

(d) audit your accounts,

(e) enhance transparency for stakeholders, including traceability of environmental attributes, and

(f) conduct assessments for alignment with the ICVCM Core Carbon Principles, carbon credit quality ratings, or other third-party integrity frameworks.

10.4 Personal information carve-out. The licence in Section 10.3 applies to Tier 2 Data as a body of program information. **It does not apply to, and shall not be construed as consent for, any use or disclosure of personal information contained within Tier 2 Data beyond what is described in the Ontoly Privacy Statement.** Ontoly's collection, use, disclosure and retention of personal information is governed by the Ontoly Privacy Statement and applicable privacy laws, and the rights of individuals under those laws — including rights of access, correction, withdrawal of consent and, where applicable, deletion — continue to apply notwithstanding the licence in Section 10.3.

10.5 Ontoly reserves the right to seek intellectual property protection for any features, functionality, processes, designs or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations, or other feedback we receive from you or on your behalf.

10.6 The BERS Standard, the BERU framework and all associated methodologies, templates, documentation and supporting tools are the copyrighted intellectual property of Ontoly. Your use of these materials is permitted only in the establishment or operation of a Project under the BERS Program. Where you cite the BERS or BERU framework, you shall cite Ontoly as creator and owner and shall clearly reference the specific version number and publication date.

10.7 Your Content. "**Your Content**" means anything you submit, upload, post or transmit to or through the Sites that is not Project data submitted under the Ontoly Program Rules, including feedback, correspondence, grievance submissions, Project and BERU listing descriptions and material you provide for publication. You retain ownership of Your Content. You grant Ontoly a worldwide, non-exclusive, royalty-free, sublicensable licence to host, store, reproduce, adapt, publish and display Your Content solely to operate and provide the Sites and Services. You represent that you have all rights necessary to grant that licence and that Your Content does not infringe any third party right or breach the Acceptable Use Policy. We may remove Your Content at any time in accordance with the Acceptable Use Policy.

10.8 Feedback. If you provide suggestions, enhancement requests, recommendations or other feedback about the Sites or Services, you grant Ontoly an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free licence to use it for any purpose, without obligation of confidentiality, attribution or compensation. This Section does not apply to your confidential Project data, which is governed by Part XVI and the Ontoly Privacy Statement.

10.9 Aggregated data. Ontoly may collect, process, use and aggregate data arising from operation of the Sites and Services into de-identified and aggregated records, and may use and disclose those records for any purpose, including program integrity analysis, methodology development, market and impact reporting, research publications and third-party integrity assessments. Aggregated records will not identify you or any individual, and Ontoly will not attempt to re-identify them. Handling of personal information within source data is governed by the Ontoly Privacy Statement.

XI. ACCOUNT HOLDER REPRESENTATIONS AND WARRANTIES

11.1 In using an Ontoly Platform or undertaking any Platform Activities, you represent and warrant to us as follows:

(a) upon opening an account, you have submitted a complete Account Purpose Declaration to Ontoly specifying: (i) the nature of your business activities, (ii) your intended use of the Ontoly Platform (e.g. Building Representative, buyer, intermediary), and (iii) the jurisdiction(s) in which you intend to operate. Such Account Purpose Declaration shall be updated by you within fifteen (15) Business Days of any material change;

(b) subject to subsection (a), your business activities disclosed to Ontoly with respect to any Platform Activities or any other Ontoly products and services have not changed as of the date when you opened an account without Ontoly's prior written consent;

(c) to the extent your business activities have changed with respect to your access and use of the Ontoly Platform, any Platform Activities or any other Ontoly products or services, you have sought and obtained Ontoly's prior written consent;

(d) you are licensed and qualified to undertake your business activities (including any applicable Platform Activity) in compliance with all applicable laws where those business activities are being undertaken by you or on your behalf;

(e) you are in material compliance with this Agreement and all other Ontoly Program Rules;

(f) all data, information and materials that you have submitted to us for any purpose (i) does not violate the property rights, including intellectual property rights, of you or a third party, and (ii) is true and accurate in all material respects;

(g) all utility data, metered performance data, occupancy records, financial data, and other information submitted by you or on your behalf to Ontoly for the purpose of any Platform Activity is accurate, complete, and has not been manipulated, falsified, or misrepresented;

(h) you have not and will not submit data that has been altered, fabricated, or selectively reported to inflate or deflate Environmental Benefits;

(i) you are in compliance with all applicable laws pertaining to anti-money laundering, anti-terrorist financing, sanctions, and 'know your client' requirements, and you are not a Person subject to sanctions imposed by Canada, the United States, the European Union, or the United Nations; and

(j) where you have provided to Ontoly personal information about any other individual, including any beneficial owner, director, officer, authorized representative, Building Owner or Retirement beneficiary, you are entitled to do so and have, where required, obtained that individual's consent and brought the Ontoly Privacy Statement to their attention.

11.2 You acknowledge that if Ontoly, a Validation Body or a Verification Body determines that intentional data manipulation or material misrepresentation has occurred, Ontoly may, but is not required to: (i) cancel all BERUs associated with the affected Project or Monitoring Period; (ii) suspend or permanently remove the Project from the BERS Program; (iii) publicly disclose the finding on the Ontoly Registry; (iv) notify relevant pre-purchase contract counterparties (to the extent known); (v) revoke your participation rights in the BERS Program; and (vi) report suspected fraud to relevant regulatory or law enforcement authorities where permitted by applicable law, all in accordance with BERS Standard Section 16 and the BERS Validation and Verification Standard.

11.3 Where evidence demonstrates BERUs were issued on the basis of fraudulent or materially inaccurate data, all legal and contractual consequences to compensate prospective or secured buyers of the BERUs shall be borne solely by the Building Representative.

XII. FEES, PAYMENTS & INVOICES

12.1 Platform Activities fees and payments payable for use of the Ontoly Platform, any Platform Activities and any actions required from us from your request of Platform Activities will be published by Ontoly in the Ontoly Fee Schedule, available on Ontoly's website (www.ontoly.org) and updated from time to time in our sole discretion. The Ontoly Fee Schedule specifies the applicable currency for each jurisdiction. All fee amounts stated in the Ontoly Fee Schedule are expressed at par in the local currency of the jurisdiction in which the Project is located: United States Dollars (USD) for Projects in the United States and Canadian Dollars (CAD) for Projects in Canada. The stated dollar amounts apply identically in each currency; no exchange-rate conversion is applied. For all other jurisdictions, the applicable currency shall be as specified in the Ontoly Fee Schedule. In the event of a dispute regarding currency, the applicable amount shall be determined in United States Dollars (USD).

12.2 Any fees and payment relating to your Platform Activities or account openings are due and payable prior to commencement of such activity being undertaken by you or at such time otherwise specified by Ontoly on notice to you.

12.3 For those fees and payments arising from the maintenance of an Ontoly Platform account or Platform Activities that are recurrent or that are not charged by Ontoly prior to the commencement of such activity being undertaken by you, you will pay such fees and payments to Ontoly no later than fifteen (15) calendar days after receipt of an invoice from Ontoly.

12.4 Ontoly reserves the right to accelerate payments that would be payable throughout a year or several years at the time of your opening of an Account where pilot projects are concerned or as may be determined by Ontoly from time to time. Payment in full of such resulting amount remains a condition precedent for your use and access of any Ontoly Platform and related Platform Activities.

12.5 You will pay us interest at 1% per month (12% per year) for overdue payments (or the maximum allowed by applicable law, if less).

12.6 Subject to Sections 12.10 and 6B.16, all fees paid to Ontoly are non-refundable, including in the event of failed validation, failed verification, adverse validation or verification opinion, project suspension, BERU cancellation, account closure, or termination of this Agreement. **Payment of fees does not guarantee any outcome including BERU issuance.** Ontoly's sole obligation upon receipt of fees is to administer the BERS Program and maintain the Ontoly Platforms in accordance with this Agreement.

12.7 Certification Fees are payable by buyers. Where the Ontoly Fee Schedule so provides, the **Certification Fee** for BERUs is payable by the **buyer** rather than by the Building Representative. The Certification Fee is a flat amount per tonne of CO_2e as published in the Ontoly Fee Schedule, and **does not vary with the price at which BERUs are sold, with the value of any transaction, or with transaction volume.** It is **a single fee covering Ontoly's certification and administration costs, including the fees of the contracted Validation Body and Verification Body.** No separate validation, verification, registry access, account maintenance, transfer or retirement fee is charged in addition to it.

12.8 Why buyers pay. Ontoly charges buyers rather than Building Representatives because a registry paid by the party whose Project it assesses has an incentive that points the wrong way. **The Certification Fee is set by reference to Ontoly's cost of certifying a Project, not by reference to the price at which BERUs are sold or the value of any transaction**, and no part of Ontoly's remuneration increases because a BERU sells for more. This does not eliminate every incentive, and Ontoly does not claim that it does; it removes the most direct one.

12.9 When the Certification Fee is payable. The Certification Fee is payable once per BERU, by the first buyer of that BERU, through the Ontoly Portal, as follows:

(a) Reserved BERUs — payable at reservation. Where a buyer has entered into a Pre-Purchase Agreement and uploads it under Section 6A.10, Ontoly issues an invoice for the quantity to be reserved, at the rate then in force. **The Reservation is recorded only once payment of that invoice is confirmed.** No further Certification Fee is payable in respect of those BERUs as they are issued and delivered in each Monitoring Period for which they are verified.

(b) Issued BERUs — payable on purchase. Where a buyer acquires issued BERUs under Part VI-B, the Certification Fee is payable at the time of purchase through the Ontoly Portal, at the rate then in force, and the transfer is recorded in accordance with Section 6B.8.

(c) Retirement without a sale. Where a Building Representative Retires BERUs for its own internal emissions accounting under Section 8.7 without a sale, the Building Representative pays the Certification Fee on Retirement.

(d) No right acquired by payment. Payment of the Certification Fee confers no right, title or interest in any BERU before the transfer is recorded or the BERU is issued, does not guarantee that any reserved BERU will be issued, and does not make Ontoly a party to, or guarantor of, any contract of sale or Pre-Purchase Agreement.

12.10 Reserved volumes that are not issued. Where a buyer has paid the Certification Fee on a reserved volume under Section 12.9(a) and the volume actually issued is **less** than the volume reserved, **no refund or adjustment of the Certification Fee is made**; the reduced pre-purchase rate published in the Ontoly Fee Schedule is set to accommodate that variance, and the buyer may address delivery risk directly in its Pre-Purchase Agreement in accordance with Section 6A.4. **Where the Project does not proceed, Ontoly refunds in full the Certification Fee paid on the reserved volume**, within thirty (30) days of the date the Project is Cancelled or otherwise ceases to be eligible. Where the volume issued **exceeds** the volume reserved, the excess is not covered by that payment, and the Certification Fee is payable on the excess at the rate in force when it is purchased. **Except as provided in this Section and in Section 6B.16, Ontoly does not refund a fee, and Section 12.6 is subject to this Section and to Section 6B.16.**

12.11 No volume tiers and no negotiated rates. The Certification Fee is not tiered by transaction volume and is not negotiated. Ontoly publishes in the Ontoly Fee Schedule a single rate for issued BERUs and a single rate for reserved BERUs, and applies the rate in effect on the date the purchase is made or the Reservation is requested. Where Ontoly revises a rate, the revision applies **prospectively only** and does not alter the fees payable under a Pre-Purchase Agreement, Reservation or purchase already in place.

12.12 Other fees. The only fee payable on the supply side is the Preliminary Assessment Report Fee published in the Ontoly Fee Schedule, payable by the Building Representative through the Ontoly Portal at the time the Preliminary Ex-Ante BERU Assessment Report is requested and before its preparation commences. **No fee payable to Ontoly varies with the price at which BERUs are sold or with the value of any transaction.**

12.13 Taxes. Fees stated in the Ontoly Fee Schedule are exclusive of taxes unless stated otherwise. You are responsible for determining, collecting, reporting and remitting all taxes arising from your Platform Activities and, if you are a Building Representative, from your sales of BERUs, and for any related registration. **Because the purchase price is paid by the buyer directly to the Building Representative**

and does not pass through Ontoly, Ontoly does not collect, report or remit any tax on a sale of BERUs between Account Holders. Ontoly is responsible for taxes on its own income and, where required by law, for tax on its own fees, which is identified separately where charged. Where applicable law requires a buyer's location, residence or business status to be established before a transfer may be recorded, you will provide the information Ontoly reasonably requires, and Ontoly may decline to record a transfer where that information is not provided or cannot be established. Ontoly gives no tax advice, and you should obtain your own.

XIII. DISCLAIMER

13.1 ONTOLY ACTS AS A NEUTRAL ADMINISTRATOR OF THE BERS PROGRAM AND THE ONTOLY PLATFORMS. WE ARE NOT A PARTY TO ANY TRANSACTION, DISPOSITION OR PRE-PURCHASE AGREEMENT BETWEEN ACCOUNT HOLDERS AND DO NOT WARRANT THE PERFORMANCE OF ANY PROJECT, THAT AN ACCEPTED PROJECT IS ENTITLED TO RECEIVE BERUS OR THE VALUE OF ANY BERU. ALL TRANSACTIONS OR DISPOSITIONS ARE CONDUCTED INDEPENDENT FROM ONTOLY AND WE DO NOT WARRANT ANY BERU DISPOSED OF BY YOU OR ACCEPTED BY YOU NOR ANY OUTCOME OF SUCH TRANSACTION OR DISPOSITION.

13.2 (i) INFORMATION AND CONTENT IN OR AVAILABLE THROUGH ONTOLY PLATFORMS, INCLUDING THE ONTOLY REGISTRY AND THE ONTOLY PORTAL, (ii) CONFIRMATION, VALIDATION AND VERIFICATION ACTIVITIES AND REPORTS ASSOCIATED WITH A PROJECT OR ANY BERU ISSUANCE, INCLUDING ANY VALIDATION OR VERIFICATION CONDUCTED BY A VALIDATION BODY OR VERIFICATION BODY CONTRACTED BY ONTOLY IN ACCORDANCE WITH THE BERS PROGRAM, (iii) OUR ADMINISTRATION OF THE ONTOLY PLATFORMS, AND (iv) YOUR ACCESS AND USE OF THE ONTOLY PLATFORM(S) AND ANY PLATFORM ACTIVITIES, ARE PROVIDED TO YOU ON AN 'AS IS' BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. ONTOLY DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT PLATFORM ACTIVITIES WILL BE TIMELY OR ERROR-FREE. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO PLATFORM ACTIVITIES WHICH ARE, OR MAY BE, UNDERTAKEN BY ANY THIRD PARTY (INCLUDING WITH RESPECT OF VALIDATION AND VERIFICATION SERVICES). IN NO CASE WILL ONTOLY, NOR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE TO YOU FOR ANY INJURY, LOSS CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF A PECUNIARY NATURE, PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF DATA OR GOODWILL, DAMAGE CAUSED TO YOUR SYSTEMS, HARDWARE, COMPUTER SOFTWARE, AND PROGRAMS AND THE DATA USED OR STORED THEREON, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES ARISING FROM YOUR USE OF AN ONTOLY PLATFORM OR IN ANY WAY RELATED TO ANY PLATFORM ACTIVITIES, INCLUDING ANY ERRORS OR OMISSIONS IN ANY USE OF OUR PLATFORM OR ANY PLATFORM ACTIVITIES, OR ANY OTHER ACTION WITH RESPECT TO BERUS MADE AVAILABLE BY US (AND WHETHER BASED IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, EQUITABLE PRINCIPLE OR OTHERWISE).

13.3 THE LEGAL NATURE OF BERUS MAY VARY BY JURISDICTION. ONTOLY MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGAL NATURE, CHARACTER, OR TAX TREATMENT OR REGULATORY IMPLICATIONS OF BERUS OR OF ANY PRE-PURCHASE AGREEMENT. ACCOUNT HOLDERS ARE SOLELY RESPONSIBLE FOR DETERMINING THE LEGAL AND TAX CONSEQUENCES OF HOLDING OR TRANSACTING BERUS.

13.4 ONTOLY MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PRESENT OR FUTURE MARKET VALUE, PRICE, LIQUIDITY, OR TRADABILITY OF ANY BERU. THE VALUE OF BERUS MAY FLUCTUATE AND MAY BE REDUCED TO ZERO. ONTOLY SHALL NOT BE LIABLE FOR ANY LOSS IN VALUE OF BERUS, WHETHER ARISING FROM MARKET CONDITIONS, REGULATORY CHANGES, POLICY DEVELOPMENTS, REPUTATIONAL EVENTS IN THE VOLUNTARY CARBON MARKET, OR OTHERWISE.

13.5 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF ONTOLY REPRESENTATIVES (as defined below) UNDER OR OTHERWISE ARISING FROM THIS AGREEMENT, OR ANY ACTION OR CLAIM RELATED TO IT, SHALL BE LIMITED AS FOLLOWS:

(a) FOR CLAIMS ARISING FROM ONTOLY PLATFORM USE, ACCOUNT ACCESS, AND ADMINISTRATIVE MATTERS: LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO ONTOLY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM;

(b) FOR CLAIMS ARISING FROM BERU TRANSACTION ERRORS DIRECTLY AND SOLELY ATTRIBUTABLE TO ONTOLY'S REGISTRY OR PORTAL SYSTEM MALFUNCTION (EXCLUDING ERRORS IN UNDERLYING DATA SUBMITTED BY YOU OR THIRD PARTIES) LIABILITY SHALL NOT EXCEED CAD$5,000.00.

13.6 Nothing in this Part XIII operates to exclude or limit any liability that cannot lawfully be excluded or limited, or to limit any right or remedy available to an individual under applicable privacy or consumer protection legislation.

XIV. INDEMNITY

14.1 You will indemnify and hold harmless Ontoly and their officers, directors, employees, representatives, agents and assigns (collectively, "**Ontoly Representatives**") of, from and against all actions, suits, claims, demands, losses, costs, charges, damages (including any indirect, consequential or special damages) and expenses whatsoever incurred, sustained or claimed against Ontoly or any Ontoly Representative, arising out of or relating in any way whatsoever to your breach of this Agreement or any other Ontoly Program Rules, and your use of an Ontoly Platform (including your Platform Activities), except to the extent any action, suit, claim, demand, loss, cost, charge, damage or expense arises from or is attributable to our gross negligence or willful misconduct. Without limiting the generality of the foregoing, you shall specifically indemnify and hold harmless Ontoly Representatives against:

(a) any claim, action, or proceeding by a third party arising from your environmental claims, retirement disclosures, or use of BERUs;

(b) any regulatory finding, investigation, or penalty related to greenwashing, misleading environmental claims, or misuse or abuse of BERUs by you or Persons acting on your behalf;

(c) any claim by a buyer or transferee of BERUs arising from the accuracy of your Project data, the validity of Environmental Benefits, or the performance of your Project;

(d) any claim arising from or relating to a Pre-Purchase Agreement or forward sale to which you are a party, including any claim as to its characterization under securities, commodities or other applicable law, any failure to deliver, and any registration, prospectus, disclosure, exemption or filing requirement applicable to you;

(e) any losses arising from your failure to comply with the monitoring, reporting, or cooperation obligations in Part V-A, the BERS Standard, or the BERS Validation and Verification Standard;

(f) any losses arising from over-issuance of BERUs attributable to inaccurate, incomplete, or misleading data submitted by you or on your behalf;

(g) any claim by an individual arising from your failure to obtain a consent or give a notice required by Section 11.1(j); and

(h) any losses incurred by Ontoly arising from your breach or contravention of Part X.

14.2 We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any actions or claims affecting us without our prior written consent.

XV. TERMINATION

15.1 We may terminate this Agreement

(a) at any time by giving you thirty (30) days' notice in writing of such termination, or

(b) immediately in the event of a material breach of this Agreement and may deny you access to each applicable Ontoly Platform and your accounts.

15.2 You may terminate this Agreement by closing all your accounts with us in accordance with Section 3.1.

15.3 Effect of termination. On termination or expiry: (a) your right to access and use the Sites and Services ends immediately, other than your right to view information the BERS Standard requires to be publicly accessible; (b) Retirements already executed are unaffected and remain permanent; (c) BERUs held in your account are dealt with in accordance with Sections 3.9 and 8.6 and applicable law; (d) accrued fees remain payable and no fee is refundable; (e) we may delete or de-identify data associated with your account, subject to the retention obligations described in the Ontoly Privacy Statement and applicable law; and (f) you should download any records you wish to retain before your account closes, as we are not obliged to make them available afterwards.

15.4 Notwithstanding the termination of this Agreement, Sections 2.3, 4.5, 6.3, 6.5, 6B.9, 6B.10, 8.3, 10.4, 10.7, 10.8, 10.9, 12.6, 12.7, 15.3 and this 15.4, and Parts IV, VI-A, VI-B, VI-C, IX, X, XI, XIII, XIV, XVI, XVIII and XVIII-A will survive the termination of this Agreement.

XVI. CONFIDENTIALITY, PUBLIC DISCLOSURE AND DATA PROTECTION

16.1 All non-public information provided to or through an Ontoly Platform, including building-level utility data, metered performance data, financial data submitted for the Financial Additionality Assessment (under the BERS Standard and the BERS Validation and Verification Standard), occupancy data, monitoring reports, validation working papers and verification working papers ("**Confidential Information**") shall be treated as confidential by all parties.

16.2 You acknowledge that Ontoly may share your Confidential Information with:

(a) the contracted Validation Body and the contracted Verification Body for the purposes of validation and verification under the BERS Validation and Verification Standard, subject to their confidentiality obligations under that Standard and the Conflict of Interest Policy;

(b) third-party service providers contracted by Ontoly for platform administration, data processing, identity verification, screening, or related services, subject to equivalent confidentiality obligations;

(c) regulatory or law enforcement authorities where required or permitted by law or where fraud or material misrepresentation is suspected; and

(d) prospective or existing BERU buyers with whom you have indicated an intention to transact or who have entered into a Non-Disclosure Agreement with Ontoly, solely to the extent necessary to provide access to the full, unredacted Verification Report for relevant Verification Cohorts applicable to your Project through the Ontoly Portal.

16.3 Ontoly shall publish on the Ontoly Registry only:

(a) non-confidential project information as specified in the BERS Standard, including the Project Registration Report and the Project Description Report. Project location is published only to the first three digits of the postal code or ZIP code, in accordance with BERS Standard Section 5.3.6(c);

(b) Validation Statement summaries and Verification Statement summaries, including the Public Validation Summary and the Public Verification Summary;

(c) the results of the Financial Additionality Assessment, in accordance with Section 16.4;

(d) BERU issuance, transfer, retirement and cancellation records, including for every retired batch the quantity, the retiring entity, the named beneficiary and the declared purpose of retirement, in accordance with BERS Standard Section 12.3.1;

(e) enforcement actions including non-compliance findings, Corrective Action Notices, BERU cancellations, and project suspensions or disqualifications; and

(f) such other information as may be required by the ICVCM Core Carbon Principles, CORSIA, Article 6 of the Paris Agreement, the Label Guidance, or applicable law.

16.4 Financial Additionality Assessment — confidentiality and publication. Financial data submitted by Building Representatives to support the Financial Additionality Assessment shall be treated as strictly confidential. The underlying financial data — including estimated capital cost, estimated annual energy savings, anticipated incentive or rebate amounts, estimated annual incremental operating and maintenance costs, contract terms, financing terms and the calculated net present value — shall not be publicly disclosed unless expressly authorized by the Building Representative, and shall not be disclosed in any public-facing report or document except in aggregate or anonymized form. **For clarity, and consistent with BERS Standard Section 10.5.2, Ontoly derives from that data the Financial Additionality Rating, comprising the NPV Financial Additionality Test result (pass or fail) and the rating assigned by reference to the NPV-adjusted payback period, and the Financial Additionality Rating is publicly displayed on the Ontoly Registry and in the Ontoly Portal for each Project. Publication of the Financial Additionality Rating is a condition of Project registration. A summary of the sensitivity analysis is disclosed in the public Project Description Report, while the commercially sensitive input data underlying it remains confidential. Where the Building Owner of a Project is a natural person or sole proprietorship, the Financial Additionality Rating shall be published as a band or category only, and no underlying figure or derived monetary amount shall be published.**

16.5 You shall not disclose any Confidential Information received from Ontoly, including any Tier 1 Data and any related validation or verification reports, opinions, or Ontoly's proprietary quantification models, methodologies or standards to any third party without Ontoly's prior written consent or as may be permitted by this Agreement.

16.6 Notwithstanding any confidentiality obligations in this Part XVI, you acknowledge and agree that Ontoly's right to publicly disclose enforcement actions under Section 4.5 shall take precedence over any claim of confidentiality with respect to the information so disclosed.

16.7 Confidentiality obligations under this Part XVI shall survive termination of this Agreement for a period of five (5) years. Obligations in respect of personal information are not limited to that period and continue for as long as required by applicable privacy laws.

16.8 Personal information. Ontoly's collection, use, disclosure, retention and safeguarding of personal information is governed by the **Ontoly Privacy Statement** and the **Ontoly Cookie Policy**, which form part of the Ontoly Program Rules. Where Confidential Information under this Part XVI is also personal information, both this Part XVI and the Ontoly Privacy Statement apply and Ontoly will apply whichever affords the greater protection. Nothing in this Agreement limits any right of an individual under applicable privacy laws.

16.9 Registry security. The Ontoly Registry is subject to periodic independent security assessments. Where a breach of Registry data security or integrity affects a CORSIA participant account holder, Ontoly shall notify the affected account holder within seventy-two (72) hours of breach confirmation and inform the ICAO Secretariat, in accordance with BERS Standard Section 15.3.2. Breaches involving personal information are additionally notified in accordance with the Ontoly Privacy Statement and applicable law.

XVII. FORCE MAJEURE

17.1 Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement (other than payment obligations) arising from events beyond its reasonable control, including natural disasters, pandemics, epidemics, government actions, sanctions, civil unrest, grid failures, cyberattacks, utility data provider outages, telecommunications failures, or changes to applicable law or regulation ("**Force Majeure Event**").

17.2 The affected party shall promptly notify the other party in writing of the Force Majeure Event and the obligations affected, and shall use commercially reasonable efforts to mitigate the impact and resume performance. Affected obligations shall be suspended for the duration of the Force Majeure Event.

17.3 If a Force Majeure Event delays validation, verification or BERU issuance for a Project, a Validation Cohort or a Verification Cohort, Ontoly shall not be liable for any losses arising from such delay, and any applicable timeline in the BERS Standard or the BERS Validation and Verification Standard shall be extended by a period equal to the duration of the Force Majeure Event.

17.4 If a Force Majeure Event continues for more than one hundred and eighty (180) days, either party may terminate this Agreement by written notice to the other party, without liability.

XVIII. MISCELLANEOUS

18.1 In connection with the use of any Ontoly products and services, or any Platform Activities, you may be required to enter into additional binding contracts in addition to this Agreement and your use of the Ontoly Platform will be contingent on your compliance with such other contracts.

18.2 Nothing in this Agreement establishes or will be deemed to establish any agency, partnership, or joint venture relationship between you and Ontoly (or between your principal and us). **Ontoly acts as a**

facilitator only, as described in Part VI-C, and at no time acts as agent, broker, dealer, intermediary or fiduciary for any buyer or Building Representative. There are no third party beneficiaries to this Agreement.

18.3 We may in our discretion assign this Agreement or any part hereof to any Person. Neither this Agreement nor any interest herein may be assigned by you, whether in whole or in part, without Ontoly's prior written consent, which consent may be withheld, conditioned, or delayed. For clarity, you may not Dispose of your account without our prior written consent.

18.4 You acknowledge and agree that our administration of the Ontoly Registry, the Ontoly Portal, and the BERS Program or any incidental activities may be performed by third parties contracted by us.

18.5 You will comply with applicable laws pertaining to Prohibited Payments and with the Anti-Bribery, Anti-Corruption Policy.

18.6 No license or right, by implication or otherwise, is granted by either you to us or us to you under any patent, certificate or information, or with respect to any trademark, service mark, product or activity except as expressly set forth in this Agreement.

18.7 No waiver of any right under this Agreement will be deemed effective unless the same is set forth in a writing signed by the party giving such waiver, and no waiver of any right will be deemed to be a waiver of any such right, or any other right hereunder, in the future.

18.8 In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein will not in any way be otherwise affected or impaired thereby.

18.9 Unless otherwise expressly set forth herein, all rights and remedies provided herein will be cumulative and not exclusive of any other rights or remedies under this Agreement, at law, in equity or otherwise.

18.10 This Agreement and all documents and agreements referenced hereto will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. You and us hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any legal action or proceeding which may be brought at any time relating to this Agreement. **Where you are a consumer, this Section does not deprive you of the protection of the mandatory provisions of the law of your country of residence, or of any right you have under that law to bring proceedings in the courts of that country.**

18.11 This Agreement, together with the other Ontoly Program Rules, constitutes the entire agreement between you and Ontoly with respect to your access to and use of the Ontoly Platforms and supersedes all prior versions of it.

18.12 Notices to you. We may give you notice by email to the address associated with your account, by message in the Ontoly Portal, by posting to www.ontoly.org, or by any other method permitted by the E-Sign Consent. Notice is effective when sent or posted. You are responsible for keeping your contact details current.

18.13 Security. You must take reasonable steps to protect your credentials and devices, must not share credentials, and must notify us immediately at info@ontoly.org of any suspected compromise. We may require you to reset credentials or enable additional authentication.

18.14 Independent parties. The parties are independent contractors. Nothing in this Agreement creates an employment, agency, partnership, joint venture or fiduciary relationship.

18.15 Force of headings and language. The English version of this Agreement governs. *Les parties ont exigé que la présente convention et tous les documents connexes soient rédigés en anglais.* Where we provide a translation, it is for convenience only.

18.16 Export and sanctions. You represent that you are not located in, and are not a national or resident of, any jurisdiction subject to comprehensive sanctions, and that you are not a Person listed on any applicable sanctions list. You must not make the Sites or Services available to any such Person.

XVIII-A. DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS PART CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING AND, IN MOST CASES, YOUR RIGHT TO GO TO COURT. IT CONTAINS A 30-DAY OPT-OUT RIGHT IN SECTION 18A.8.

18A.1 Informal resolution first. Before starting an arbitration or court proceeding, you agree to try to resolve the dispute informally. Send a written notice of dispute to info@ontoly.org describing the dispute, the relief sought and your contact details. We will do the same for any dispute we raise with you. The parties will attempt in good faith to resolve the dispute for **sixty (60) days** from the date the notice is received. This step is a precondition to commencing arbitration, except where a party seeks urgent injunctive relief under Section 18A.6.

18A.2 Grievance mechanism unaffected. Nothing in this Part limits your right to use the BERS Program grievance and appeals mechanism under Section 2.8, or to complain to a privacy commissioner, securities regulator, consumer protection authority or other regulator. Those routes are available to you at any time and are not subject to arbitration.

18A.3 Binding individual arbitration. Subject to Sections 18A.2, 18A.5, 18A.6 and 18A.8, any dispute, claim or controversy arising out of or relating to this Agreement, the Acceptable Use Policy, the Sites, the Services or your relationship with Ontoly, whether based in contract, tort, statute, or otherwise, that is not resolved under Section 18A.1 shall be **finally resolved by binding arbitration administered by the ADR Institute of Canada, Inc. under its Arbitration Rules**, before a single arbitrator, with the seat and place of arbitration in **Vancouver, British Columbia**, conducted in English. Judgment on the award may be entered in any court of competent jurisdiction.

18A.4 Arbitration procedure and costs. The arbitrator shall have authority to decide all issues, including arbitrability, and to award any relief available in court, but only in favour of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Where the amount in dispute is less than CAD$5,000, the arbitration shall proceed on documents only unless the arbitrator directs otherwise. **Ontoly will pay the arbitrator's fees and the administrative fees of the arbitration for any claim by an individual where the amount in dispute is less than CAD$5,000**, other than where the arbitrator determines the claim was frivolous or brought for an improper purpose. Each party otherwise bears its own legal costs unless the arbitrator orders otherwise.

18A.5 Class action waiver. YOU AND ONTOLY EACH AGREE THAT DISPUTES WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate the claims of more than one person and may not preside over any form of representative or class proceeding. **If this Section 18A.5 is found to be unenforceable in respect of a particular claim, then that claim, and only that claim, is severed from the arbitration and shall proceed in the courts identified in Section 18.10; the remainder of this Part continues to apply to all other claims.**

18A.6 Exceptions. Either party may (a) bring an individual claim in a small claims court of competent jurisdiction, and (b) seek urgent injunctive or other equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation or violation of intellectual property rights, unauthorized access to the Sites, or breach of Parts IV or X of this Agreement or of the Acceptable Use Policy.

18A.7 Non-waivable rights preserved. Nothing in this Part waives, limits or excludes any right or remedy that applicable consumer protection legislation says may not be waived, limited or excluded. If you are a consumer within the meaning of the *Business Practices and Consumer Protection Act* (British Columbia) or comparable legislation in your jurisdiction, and that legislation gives you a right to bring or participate in a court proceeding, including a class proceeding, that cannot be contracted out of, this Part does not affect that right, and to the extent of any conflict that legislation prevails. **Where you are a consumer habitually resident outside Canada, nothing in this Part deprives you of the protection of the mandatory provisions of the law of your country of residence, or of any right you have under that law to bring proceedings in the courts of that country; and where the law applicable to you does not permit a dispute to be referred to arbitration on the terms set out in this Part, this Part does not apply to you and disputes are resolved in the courts identified in Section 18.10 or in the courts of your country of residence where that law so provides.**

18A.8 Your right to opt out. You may opt out of this Part XVIII-A. To do so, send written notice to info@ontoly.org with the subject line "Arbitration Opt-Out", stating your name, the email address associated with your account, and that you are opting out of arbitration. The notice must be sent within **thirty (30) days** of the date you first accept this Agreement or, for existing Account Holders, within thirty (30) days of the date this Version 1.1 takes effect. Opting out has no effect on any other part of this Agreement, and we will not treat it as a reason to refuse, restrict or terminate your account. If you opt out, disputes are resolved in the courts identified in Section 18.10.

18A.9 Time limit to bring a claim. To the fullest extent permitted by applicable law, any claim arising out of or relating to this Agreement, the Sites or the Services must be commenced within **one (1) year** after the claim arose, failing which it is permanently barred. This Section does not apply where applicable law prohibits a contractual limitation period, and does not shorten any statutory limitation period that may not be varied by agreement.

18A.10 Survival and severability. This Part survives termination of this Agreement. If any provision of this Part other than Section 18A.5 is found unenforceable, it shall be severed and the remainder shall continue in effect.

[End of Agreement]