CONSENT TO ELECTRONIC COMMUNICATIONS AND SIGNATURES

Version 1.1 — Final — November 2, 2026

1483124 BC Ltd. dba Ontoly

This consent (the "E-Sign Consent") explains how Ontoly delivers records to you electronically and how you sign documents electronically in connection with the BERS Program and the Ontoly Platform. It is a standalone consent given by you to 1483124 BC Ltd. dba Ontoly ("Ontoly", "we", "us", "our"). It stands on its own and does not depend on any particular version of any other Ontoly document.

In this E-Sign Consent: "Ontoly Platform" means the Ontoly Registry, the Ontoly Portal and any other website, application, software interface, database or portal operated by or on behalf of Ontoly, including www.ontoly.org; "Ontoly Portal" means the secure, authenticated part of the Ontoly Platform through which account holders conduct BERS Program activities; "Ontoly Registry" means Ontoly's public-facing database of non-confidential project and unit information; "BERS Program" means the Building Emissions Reduction Standard (BERS) program administered by Ontoly; "BERS Standard" means the Building Emissions Reduction Standard published by Ontoly, as amended from time to time; "BERU" means a Building Emissions Reduction Unit issued by Ontoly under the BERS Program; "Building Owner", "Building Representative", "Project" and "account holder" have the meanings given to them in the BERS Standard; and "Communications" has the meaning given in Section 1.1(a).

Please read this before you sign anything electronically or open an Ontoly Portal account. By clicking "ACCEPT", by signing a document electronically through the Ontoly Portal, or by continuing to use the Ontoly Platform after being presented with this E-Sign Consent, you consent to the terms below.

1. Your Consent

1.1 You consent to:

- **(a)** receive electronically all agreements, notices, disclosures, authorizations, statements, invoices, receipts, reports, records and other communications that Ontoly is required or elects to provide to you in connection with the Ontoly Platform or the BERS Program (together, "Communications"); and
- **(b)** the use of electronic signatures, and to the legal effect of your electronic signature being the same as a handwritten signature.

1.2 You agree that an electronic record of a Communication or a signed document satisfies any legal requirement that it be in writing, and that an electronic signature satisfies any requirement for a signature.

1.3 You agree not to contest the validity, admissibility or enforceability of a document, notice or record solely on the basis that it was created, delivered or signed electronically.

Copyright © 2026 Ontoly. All rights reserved.

1.4 Relationship to other agreements. This E-Sign Consent is a standalone document. It operates alongside, and does not form part of, the terms and conditions that govern your use of the Ontoly Platform and the other policies Ontoly publishes at www.ontoly.org, as each of them stands from time to time. Where those terms and conditions address a matter also addressed here, they prevail to the extent of any inconsistency. Nothing in this E-Sign Consent depends on the version, numbering or wording of any clause of any other Ontoly document, and a change to any other Ontoly document does not affect the validity of a consent given, a Communication delivered, or a signature applied under this E-Sign Consent.

2. Documents You May Sign Electronically

2.1 The documents you may be asked to sign electronically include:

- the **Building Owner Attestation & Representative Authorization**, which under BERS Standard Section 2.7.3 must be fully executed by a duly authorized signatory of the Building Owner before a Project is submitted;
- attestation forms required under the BERS Program, including the Data Quality & Safeguard Attestation and no-double-counting attestations;
- Account Purpose Declarations, Beneficial Ownership Declarations and other documents required under the Know Your Customer (KYC) Policy; and
- any other document Ontoly presents for electronic signature.

2.2 Contracts for the sale of BERUs are outside this consent. Contracts for the sale of BERUs — including pre-purchase agreements, forward sale contracts and contracts for the sale of issued BERUs — are negotiated, executed and signed entirely between the buyer and the Building Representative, away from the Ontoly Platform. Ontoly is not a party to them, provides no signing facility for them, takes no part in their making, and this E-Sign Consent does not apply to them. Where the Ontoly Platform receives an uploaded copy of such a contract, or records a reservation or a transfer of BERUs arising from one, it does so as an administrative record only and not as a signing facility.

2.3 Click-acceptance is not an electronic signature. Acceptance of this E-Sign Consent, of the terms and conditions that govern your use of the Ontoly Platform, and of comparable policies, is given by clicking “ACCEPT” or a similar control. That click is a binding agreement to those terms but is not presented as, and does not constitute, an electronic signature on a signed instrument.

2.4 Authority. Where you sign on behalf of an entity, you represent that you are duly authorized to bind that entity. Where you sign a Building Owner Attestation as or on behalf of a Building Owner, you represent that you hold the authority described in that document. Ontoly may require evidence of authority and may refuse to accept a signature without it.

3. Communications We Deliver Electronically

3.1 We deliver Communications by one or more of: email to the address associated with your account; message or notification within the Ontoly Portal; posting to www.ontoly.org or the Ontoly Registry; and, where you have provided a mobile number and opted in, text message.

Copyright © 2026 Ontoly. All rights reserved.

3.2 Communications delivered this way include operational and legal notices you cannot opt out of while you hold an account, such as amendments to the terms and conditions that govern your use of the Ontoly Platform, Monitoring Report deadlines and reminders, validation and verification correspondence, corrective action notices, transfer and retirement confirmations, invoices and receipts, security and breach notifications, and notices of suspension or termination.

3.3 A Communication is deemed received: when sent, if delivered by email or text message; when posted, if made available in the Ontoly Portal or on our website. It is your responsibility to check your account and the email address associated with it.

3.4 If an email we send to you is returned undeliverable, we may suspend electronic delivery to that address and may suspend your account until you provide a working address.

4. What You Need

4.1 To receive, view, sign and retain Communications electronically you need:

- a device with an internet connection;
- a current version of a supported web browser (Google Chrome, Mozilla Firefox, Apple Safari or Microsoft Edge) with cookies and JavaScript enabled and support for current transport-layer encryption;
- a valid email account that you check regularly, and settings that permit delivery from ontoly.org — please add info@ontoly.org and privacy@ontoly.org to your safe-sender list;
- software capable of viewing PDF documents; and
- the ability to download and store files, or to print them, so that you can retain a copy for your records.

4.2 We recommend you download and retain a copy of every document you sign at the time you sign it. Access to documents through the Ontoly Portal depends on your account remaining open and active.

4.3 If our system requirements change in a way that creates a material risk that you can no longer access or retain Communications, we will notify you and give you an opportunity to withdraw your consent without penalty.

5. Paper Copies

5.1 You may request a paper copy of any Communication or signed document by writing to us at the address in Section 8, within **one hundred and eighty (180) days** of the date the Communication was provided to you.

5.2 We do not charge a fee for the first copy of a document you have signed. We may charge a reasonable fee, disclosed to you in advance, for repeat or voluminous requests.

5.3 Requesting a paper copy does not withdraw your consent to electronic delivery.

6. Withdrawing Your Consent

Copyright © 2026 Ontoly. All rights reserved.

6.1 You may withdraw this consent at any time by writing to us at the address or email in Section 8. Tell us your name, your account identifier, and whether you are withdrawing consent to electronic delivery, electronic signatures, or both.

6.2 Withdrawal takes effect once we have had a reasonable period to process it, and does not affect the validity of any Communication delivered, or any document signed, before that time.

6.3 What withdrawal means in practice. The Ontoly Portal is an electronic service and most of the BERS Program cannot be administered on paper. If you withdraw consent to electronic Communications or electronic signatures, we may be unable to continue providing you with access to the Ontoly Portal or to process your activities on it, and we may suspend or close your account in accordance with the terms and conditions that govern your use of the Ontoly Platform. We will tell you before that happens. Withdrawal does not affect BERUs already issued to you or retirements already executed.

6.4 Withdrawal does not relieve you of obligations under the terms, standards and policies that govern your participation in the BERS Program and your use of the Ontoly Platform, and does not prevent us from delivering a notice by any other lawful means.

7. Keeping Your Details Current

7.1 You must keep your email address, mobile number and other contact details current. You can update them in your Ontoly Portal account or by writing to us at the address in Section 8.

7.2 We are not responsible for a Communication that fails to reach you because your contact details were out of date, because your email provider filtered or blocked it, or because your mailbox was full.

8. Legal Framework and Contact

8.1 This E-Sign Consent is given in support of, and is intended to satisfy the requirements of, the electronic-transactions legislation applicable to us and to you, including Part 2 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Transactions Act* (British Columbia) and comparable provincial legislation, and, for users in the United States, the federal *Electronic Signatures in Global and National Commerce Act* (ESIGN) and applicable state enactments of the *Uniform Electronic Transactions Act* (UETA).

8.2 Nothing in this E-Sign Consent applies to any document that applicable law requires to be provided or signed on paper, or that is excluded from electronic-transactions legislation. Where a document must be executed on paper, we will tell you.

8.3 This E-Sign Consent is governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. Nothing in this Section deprives you of the protection of any mandatory provision of the law of your country of residence.

8.4 To request a paper copy, withdraw consent, or ask a question about this E-Sign Consent, contact us at:

Copyright © 2026 Ontoly. All rights reserved.

Address:	Attention: Electronic Records 1483124 BC Ltd. dba Ontoly B3787 Garibaldi Highlands PO Squamish, BC Canada V0N 1T0
By e-mail:	info@ontoly.org

Copyright © 2026 Ontoly. All rights reserved.