ONTOLY PLATFORM TERMS AND CONDITIONS

Last Updated: November 2, 2026 · Final

These terms and conditions create a contract (the "Agreement") between you, upon becoming an Account Holder ("you" or "your"), and 1483124 BC Ltd. dba Ontoly and its affiliates and subsidiaries ("Ontoly", "we", "us", "our") with respect to any access and use of an Ontoly Platform and any related Portal Activities. Please read carefully.

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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 Portal Activities;

BERS Program: means the Building Emmissions Reductions Standard (BERS) program administered by Onotoly in accordance with the Ontoloy Program Rules;

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. References in this Agreement, or in any other Ontoly Program Rules, form, notice or other document, to the "BERS Verification Standard" shall be read as references to the BERS Validation and Verification Standard;

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 entitled to the Environmental Benefits of a Project, being the Title Holder or, where a Tenant meets BERS Standard Section 2.7.1A, that Tenant;

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;

Certification Fee: means the fee payable in respect of a BERU under Part XII, at the rate published in the Ontoly Fee Schedule;

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;

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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 Jurisdiction: means a jurisdiction listed in the Ontoly Eligible Jurisdictions List, either as a jurisdiction in which the premises of a Project may be located or as a jurisdiction in which a buyer may be established, have its head office or be ordinarily resident, as the context requires;

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 of 1 to 5 assigned by reference to the magnitude of the Project's funding gap (BERS Standard Section 10.4), which is published in accordance with Section 16.4;

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

Environmental Attributes: means any credit, certificate, allowance, offset, emission reduction, environmental benefit or similar right arising from a Project's measures, however described, including under a utility or government incentive agreement;

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;

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, as amended from time to time;

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

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 Eligible Jurisdictions List: means the Ontoly Eligible Jurisdictions List published at www.ontoly.org and on the Ontoly Portal, as amended from time to time, which identifies

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the jurisdictions in which the premises of a Project may be located and the jurisdictions in which a buyer may be established, have its head office or be ordinarily resident;

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 authoritative operational interface. The Ontoly Portal is distinct from the Ontoly Registry (which is the public-facing database);

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 Portal Activities. The Ontoly Registry is distinct from the Ontoly Portal and serves transparency and public disclosure functions;

Ontoly Privacy Statement: means the Ontoly Privacy Statement published 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 Portal Activities;

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 Portal 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 Ontoly Eligible Jurisdictions List, 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;

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;

Portal Activities: means any activity, action or step with respect to access and use of the an Ontoly Platform and BERUs held therein, including (i) account opening, maintenance and closure, (ii) the listing or validcaiton of Projects that are consistent with, or permitted by, the Ontoly Program Rules, and (iii) the issuance, Disposition, listing, holding, confirmation, , verification, cancellation, retirement and acceptance of BERUs (and any corresponding Environmental Benefits) that are 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 into in accordance with BERS Standard Sections 5.4 and 17.1.4;

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

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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 Verification Standard;

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;

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;

Tenant: means a Person that occupies all or part of the premises of a Project under a lease or other occupancy agreement with the Title Holder;

Title Holder: means the Person or Persons who own legal and beneficial title to the premises applicable to a Project;

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 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 Verification Standard;

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Verification Body (VB): 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; and

Verification Statement: has the meaning given to it in the BERS Verification Standard.

Vintage Year: means the calendar year of the Monitoring Period in which the Environmental Benefits represented by a BERU were generated, and "vintage" has a corresponding meaning;

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

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(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.

(j) references in any Ontoly Program Rules, form, notice or other document to "Platform Activities" shall be read as references to Portal Activities as defined in this Agreement, and references to the "Platform Terms" shall be read as references to this Agreement.

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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 Portal 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 Portal 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) in the Ontoly Registry 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 Portal 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 Portal 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 Portal Activity following the effective date of non-material amendments will be deemed acceptance thereof.

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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 Portal Activities or, as may be applicable, Portal Activities that we or others perform with respect of your Project in accordance with the BERS Program (e.g. confirmation, 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 Acceptable Use Policy. Your use of the Ontoly Platforms must comply with the Acceptable Use Policy, which is incorporated into this Agreement by reference and forms part of the Ontoly Program Rules. A breach of the Acceptable Use Policy is a breach of this Agreement.

2.9 Grievances and appeals. 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.

2.10 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, which is incorporated into this Agreement by reference. You may withdraw that consent as described in the E-Sign Consent, and you acknowledge that doing so may prevent us from continuing to provide the Ontoly Platforms and related services to you.

2.11 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.

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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 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 Portal 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.

3.3A Account activation and the checks that apply. Consistent with BERS Standard Section 5.2.3 and with the Know Your Customer (KYC) Policy:

(a) an Ontoly Portal account is activated only after the applicant 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) until those checks are complete your account will not be activated and you may not undertake any Portal Activity that requires an Ontoly Portal account, including listing or registering a Project, requesting issuance, holding, transferring, acquiring or accepting BERUs, or Retiring BERUs held in an account;

(c) every buyer of BERUs must hold an activated Ontoly Portal account, and there is no guest, unregistered or anonymous route by which a BERU may be acquired, held or Retired;

(d) 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; and (e) for the avoidance of doubt, and notwithstanding paragraphs (a) to (d), 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.

3.3B Geography. Eligible Jurisdictions are set out in the Ontoly Eligible Jurisdictions List, published on the Ontoly Portal and at www.ontoly.org and updated from time to time. That List forms part of the Ontoly Program Rules and identifies, separately, (a) the jurisdictions in which the premises of a Project may be located, and (b) the jurisdictions in which a buyer may be established, have its head office or be ordinarily resident. Ontoly may add or remove a jurisdiction on notice published there. A change applies prospectively only and does not affect a purchase already completed, a Reservation already recorded, a Project already registered, or BERUs already held. No jurisdiction subject to comprehensive sanctions is an Eligible Jurisdiction; Ontoly will not record a transfer to, and will not open or maintain an account for,

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any Person located in, ordinarily resident in, or having its head office in such a jurisdiction, and may block access from such jurisdictions by technical means. Ontoly may decline, cancel or restrict any purchase, any registration, or the availability of BERU acquisition 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 3.3A(d). Nothing in this Section obliges Ontoly to make the acquisition of BERUs, or the registration of a Project, available in any jurisdiction.

3.4 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 Portal 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 Portal Activities, to the extent that you are in, or threaten to, breach of this Agreement or any other Ontoly Program Rules.

3.5 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.

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

3.7 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.

3.8 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.

4.2 You will not use your account, an Ontoly Platform, or undertake or request any Portal 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

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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 Portal 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 Verification Statement, 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 Portal 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.

4.6 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

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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.

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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 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,

(b) proof, satisfactory to Ontoly, that the Building Owner is entitled to, and no other party has a right to claim on, the Environmental Benefits of the applicable Project and any associated benefits concerning a potential BERU, by means of the Building Owner Attestation & Representative Authorization or an alternative instrument accepted by Ontoly under BERS Standard Section 2.7.5, in accordance with Section 5.1A,

(c) proof, satisfactory to Ontoly, that any Portal 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 Validation 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.

5.1A Building Owner Attestation and chain of entitlement. Ontoly administers a documented process by which entitlement to the Environmental Benefits of a Project is established before registration and carried through to the issuance of BERUs. Accordingly:

(a) before Ontoly will register a Project, the Building Representative must provide proof satisfactory to Ontoly that the Building Owner, whether as Title Holder or as a Tenant meeting BERS Standard Section 2.7.1A, is entitled to the associated Environmental Benefits, and that no other party has a right to claim them;

(b) that proof is given by an executed Building Owner Attestation & Representative Authorization, being a legally binding declaration by a duly authorized signatory of the Building Owner confirming ownership of the Environmental Benefits and, where applicable, delegating authority to the Building Representative to develop and manage the Project, in accordance with BERS Standard Sections 2.7.1 to 2.7.4;

(c) Ontoly may accept an alternative legally binding instrument, including an executed contract, power of attorney or corporate resolution, where it confers equivalent rights, in accordance with BERS Standard Section 2.7.5;

(d) Ontoly shall not proceed with review or registration of a Project until valid and complete evidence of authorization has been received, in accordance with BERS Standard Section 2.7.6;

(e) where the Building Owner designates no secondary party, the Building Owner is itself the Building Representative, in accordance with BERS Standard Section 2.7.7; and

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(f) you shall notify Ontoly immediately of any change in the ownership of the premises, any assignment, sublease, surrender, termination, expiry or material amendment of a lease relied on under BERS Standard Section 2.7.1A, or any change in the authority of the Building Representative, and Ontoly may require a fresh Building Owner Attestation & Representative Authorization before any further BERU is issued in respect of the Project.

5.1B Identifying and engaging Building Owners. It is your responsibility, and not Ontoly's, to identify every Person holding an interest in the premises of a Project and to obtain the authority required under Section 5.1A. Accordingly:

(a) you are responsible for determining who the Building Owner is, for identifying every other Person holding a legal or beneficial interest in the premises or in the associated Environmental Benefits, and for engaging each of them as necessary to establish that authority;

(b) where the premises are held by more than one Person — including co-owners, joint tenants, tenants in common, a strata or condominium corporation and its owners, a partnership, a trust and its beneficiaries, or two or more members of a corporate group — you must obtain and provide to Ontoly evidence satisfactory to Ontoly that the Building Owner Attestation & Representative Authorization has been executed by, or with the authority of, every Person whose consent is required, under the instrument governing the premises or under applicable law, for a dealing with the associated Environmental Benefits;

(c) where the premises are subject to a lease, mortgage, charge, easement, energy services agreement, power purchase agreement, utility or government incentive agreement, or any other arrangement that may confer on another Person a right to claim the Environmental Benefits, you must disclose it to Ontoly and demonstrate that it does not confer such a right or, for a lease relied on under BERS Standard Section 2.7.1A, that it meets that Section, or obtain a waiver or consent from that Person. For each utility or government incentive received for the Project's measures, you must also provide its terms and confirm that they do not assign or reserve any Environmental Attributes to the program administrator, or provide a written waiver;

(d) Ontoly does not investigate title, search any land title register, or verify the completeness of the ownership information you provide, and relies on the Building Owner Attestation & Representative Authorization, and on any alternative instrument accepted under Section 5.1A, without independent inquiry;

(e) you are responsible for keeping that authority current, including where ownership of the premises changes, where a lease relied on under BERS Standard Section 2.7.1A ends or changes, where a Person holding an interest in the premises is added or removed, or where the instrument governing the premises changes, and for notifying Ontoly under Section 5.1A(f); and

(f) any dispute between a Building Owner, a co-owner, a Building Representative or any other Person as to entitlement to the Environmental Benefits is a matter between those Persons. Ontoly is not an arbiter of that dispute and has no obligation to resolve it, but may suspend Listing, registration, issuance or transfer, or place a hold on BERUs, while the dispute subsists, and is not liable to any Person for doing so or for declining to do so.

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 and list your Project

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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 any Project (Unvalidated) Listing Report, is provided by you and presented as-is;

(c) Ontoly's preparation and publication of a Project (Unvalidated) Listing 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 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 the documentation required by the BERS Standard and the 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.

V-A. MONITORING AND REPORTING OBLIGATIONS

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

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(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 or of a lease relied on under BERS Standard Section 2.7.1A, 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 any fee then payable by you under Part XII, 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. For clarity, the Certification Fee is payable by the buyer in accordance with Section 12.7 and is not a condition of verification.

VI. BERU ISSUANCES

6.1 BERUs are issued by Ontoly following verification. BERUs are not requested by, applied for, or issued at the direction of a Building Representative or any other Account Holder. Where your Project has been registered and has attained Validated status, and while your Project and your accounts remain in good standing, issuance proceeds as follows:

(a) you submit the Annual Monitoring Report and the supporting metered performance data for the Monitoring Period in accordance with Part V-A;

(b) Ontoly assigns your Project to a Verification Cohort and contracts an accredited Verification Body in accordance with Section 5A.3, the BERS Standard and the BERS Validation and Verification Standard;

(c) the Verification Body conducts verification and issues a Verification Statement; and

(d) upon a positive Verification Statement, Ontoly may issue BERUs in respect of that Monitoring Period, for the corresponding Vintage Year, and deposit serialized BERUs into your Ontoly Portal account and list them in your designated Ontoly Registry account.

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6.2 Issuance and quantity are determined by Ontoly. The quantity of BERUs issued in respect of a Monitoring Period is calculated by Ontoly from the measured performance data you submit, using Ontoly's standardized quantification models, and is not determined, proposed or elected by you. BERUs are issued exclusively on an ex-post basis. Neither the submission of a Monitoring Report, nor the completion of verification, nor the payment of any fee, guarantees that any BERU will be issued or that any particular quantity will be issued, and Ontoly may in its sole discretion decline to issue BERUs in respect of a Project or a Monitoring Period. Where a Verification Statement is adverse or qualified, or where findings remain unresolved, Ontoly may decline to issue, may issue a reduced quantity, or may withhold issuance in accordance with Section 6.5 until those findings are resolved.

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 Verification Body has issued a Corrective Action Notice that remains unresolved; (c) a dispute resolution proceeding under the BERS 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.

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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.

7.1A Every issuance, transfer, Retirement and cancellation of a BERU is recorded against its serial number in the Ontoly Registry's audit log, with a transaction identifier, the date and time, and the sending and receiving accounts. A Disposition agreed outside the Ontoly Portal transfers no BERU until it is recorded in the Ontoly Portal under this Part VII (BERS Standard Section 14.2).

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

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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; (e) where labelled BERUs are cancelled for compliance purposes and corresponding adjustments subsequently fail, the remediation provisions of the Label Guidance apply; and (f) the CCP label is applied by Ontoly to eligible BERUs, without application, once the ICVCM has approved the BERS Program, and may be suspended or removed under BERS Standard Section 15.4.5.

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

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Environmental Benefits; and (ii) the effect of Retirement is permanent and cannot be reversed, 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 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.

8.5 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.

8.6 Where a Building Representative retires BERUs for its own internal emissions accounting purposes (insetting), a third party Account Holder is not required, provided the Building Representative discloses the insetting purpose and beneficiary in accordance with Section 8.2.

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IX. TITLE TO BERUS

9.1 Title to BERUs. 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. This Section mirrors, and is mirrored by, BERS Standard Section 14.1.4. The chain of entitlement to a BERU begins with the Building Owner's legally binding declaration of entitlement to the associated Environmental Benefits, given in the Building Owner Attestation & Representative Authorization and verified by Ontoly before registration in accordance with Section 5.1A. The Ontoly Portal record is determinative of title as between Account Holders; it is not a warranty by Ontoly as to entitlement upstream of that Attestation.

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, images, 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

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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 to.

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, verify or validate 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.

10.3A 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.

10.4 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.

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XI. ACCOUNT HOLDER REPRESENTATIONS AND WARRANTIES

11.1 In using an Ontoly Platform or undertaking any Portal 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 Portal 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 Portal 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 Portal 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 Portal 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; and

(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;

(k) you have identified every Person holding a legal or beneficial interest in the premises of each Project you submit, and the Building Owner Attestation & Representative Authorization provided to Ontoly has been executed by, or with the authority of, every Person whose consent is required for a dealing with the associated Environmental Benefits. A Title Holder's interest as landlord does not by itself make its consent required where the Building Owner is a Tenant meeting BERS Standard Section 2.7.1A; and

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(I) where the Building Owner is a Tenant, the lease meets BERS Standard Section 2.7.1A, the lease extract provided to Ontoly is true and complete as to the provisions relied on, and no Person has asserted a contrary claim to the Environmental Benefits.

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.

XII. FEES, PAYMENTS & INVOICES

12.1 Portal Activities fees and payments payable for use of the Ontoly Platform, any Portal Activities and any actions required from us from your request of Portal 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 Portal 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 Portal 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 Portal 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 Section 12.10, 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

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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) where a buyer has entered into a Pre-Purchase Agreement and a Reservation is to be recorded, 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, and 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) where a buyer acquires issued BERUs, the Certification Fee is payable at the time of purchase, at the rate then in force; and

(c) where a Building Representative Retires BERUs for its own internal emissions accounting under Section 8.6 without a sale, the Building Representative pays the Certification Fee on Retirement. Payment of the Certification Fee confers no right, title or interest in any BERU before the transfer is recorded or the BERU is issued, and does not guarantee that any reserved BERU will be issued.

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. 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 assigned Cancelled status under BERS Standard Section 15.2 or Ontoly otherwise determines in writing that the Project will not proceed. 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, Ontoly does not refund a fee.

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

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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.

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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 OR DISPOSITION 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, VERIFICATION ACTIVITIES AND REPORTS ASSOCIATED WITH A PROJECT OR ANY BERU ISSUANCE, INCLUDING ANY VERIFICATION CONDUCTED BY A VERIFICATION BODY CONTRACTED BY ONTOLY IN ACCRODANCE WITH THE BERS PROGRAM, (iii) OUR ADMINISTRATION OF THE ONTOLY PLATFORMS, AND (iv) YOUR ACCESS AND USE OF THE ONTOLY PLATFORM(S) AND ANY PORTAL 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 PORTAL ACTIVITIES WILL BE TIMELY OR ERROR-FREE. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO PORTAL ACTIVITIES WHICH ARE, OR MAY BE, UNDERTAKEN BY ANY THIRD PARTY (INCLUDING WITH RESPECT OF 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 PORTAL ACTIVITIES, INCLUDING ANY ERRORS OR OMISSIONS IN ANY USE OF OUR PLATFORM OR ANY PORTAL 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. 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

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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.

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 Portal 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 losses arising from your failure to comply with the monitoring, reporting, or cooperation obligations in Part V-A, the BERS Standard, or the BERS Verification Standard;

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

(f) any losses incurred by Ontoly arising from your breach or contravention of Part X; and

(g) any claim by a Building Owner, co-owner, beneficial owner, lessee, lender or other Person asserting an interest in the premises of your Project or in the associated

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Environmental Benefits (including any claim by a Title Holder that it, and not a Tenant acting as Building Owner, is entitled to the Environmental Benefits), including any claim that the Building Owner Attestation & Representative Authorization was given without the authority of a Person whose consent was required.

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.

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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 Ontoly Platforms 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 3.8 and 8.5 and applicable law; (d) accrued fees remain payable and, subject to Section 12.10, 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.

15.4 Notwithstanding the termination of this Agreement, Sections 2.3, 4.5, 5A.1(f), 6.3, 6.5, 8.3, 8.5, 10.3A, 12.6, 12.7, 15.3 and this 15.4, and Parts IV, IX, X, XI, XIII, XIV, XVI, and XVIII 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 Verification Standard), occupancy data, monitoring reports, 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, or related services, subject to equivalent confidentiality obligations;

(c) regulatory or law enforcement authorities where required 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

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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, 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 verification reports, verification 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 in 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.

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. Obligations in respect of personal information are not limited to the period in Section 16.7 and continue for as long as

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required by applicable privacy laws. 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 verification or BERU issuance for a Verification Cohort, Ontoly shall not be liable for any losses arising from such delay, and any applicable verification timeline in the BERS Standard or BERS 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 Portal 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). 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.

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18.5 You will comply with applicable laws pertaining to Prohibited Payments.

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.

18.11 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 Ontoly Platforms or any Portal Activity 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.

18.12 Informal resolution first. Before commencing a proceeding, each party will try to resolve the dispute informally. The party raising the dispute will send the other a written notice describing the dispute, the relief sought and its contact details — to Ontoly at info@ontoly.org — and the parties will attempt in good faith to resolve it for sixty (60) days from receipt of that notice. This Section does not limit either party's right to seek urgent injunctive relief, your right to use the grievance and appeals mechanism under Section 2.9, or your right to complain to a privacy commissioner, consumer protection authority or other regulator.

[End of Agreement]

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