

GoNetZero
PLATFORM TERMS AND CONDITIONS
("TERMS")

Last updated: 09 November 2022

The following terms and conditions (these "**Terms**") govern your access and/or use of: (a) our website, currently available at www.gonetzzero.ai, and such other application, software, website or other electronic tool, platform and/or channel as may be designated by us from time to time (each a "**Platform**") which, subject to these Terms, may allow participants to, amongst other things, manage, retire, transfer, purchase, and/or sell EACs (as hereafter defined); as well as (b) such other service(s) that we may from time to time make available in connection with any Platform.

The current and prevailing version of these Terms may be accessed at: www.gonetzzero.ai (or such other means as we may designate from time to time). **Please read these terms carefully.** By accessing and/or using any Platform(s) (or continuing to do the same), you shall be deemed to have agreed to these Terms (as may be amended from time to time according to the terms herein). If you do not agree to comply with these Terms, please do not access and/or use the Platform(s), and immediately discontinue your access to the same.

If you are accessing or using the Services and/or any Platform on behalf of an entity: (a) "**you**" and "**your**" in these Terms include you and that entity; and (b) you represent and warrant to us that you are an authorised representative of that entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

Due to legal or regulatory restrictions in any jurisdiction, you: (i) may not be able to access or use the Services and/or any Platform in or from such jurisdiction; or (ii) may be infringing certain legal or regulatory requirements under Applicable Law when accessing or using the Services and/or any Platform in or from such jurisdiction. It is your sole responsibility to ascertain whether any such legal or regulatory restrictions exist, and we shall not be liable for any Losses arising out of your inability to access or use such Services and/or any Platform or any contravention of such legal or regulatory requirements. We may also from time to time notify you of supplemental terms applicable to you in respect of access and/or use of any Platform and/or the Services from particular jurisdictions ("**Jurisdiction-Specific Terms**"). By accessing and/or using a Platform and/or the Services (or continuing to do the same) you represent and warrant to us that your use and/or access meets all applicable legal or regulatory requirements under Applicable Law, as well as any applicable Jurisdiction-Specific Terms.

In addition to these Terms, the Purchase Agreements, the SOP Documents and all other prevailing terms and conditions governing other services we provide to you shall, unless otherwise expressly agreed in writing, continue to apply in full force and effect and be binding on you. To the extent of any inconsistency between these Terms and any other such prevailing terms and conditions, the inconsistency shall be resolved in the following order of priority:

- (a) Jurisdiction-Specific Terms;
- (b) the Purchase Agreements;
- (c) the Schedules to these Terms;
- (d) the main body of these Terms; and
- (e) the SOP Documents.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Access Credential" means any form of access and/or identification credential, including any combination thereof (including without limitation any username or other login identification name which identifies a user to whom a Participant Account is associated with, and any other password(s) that Participant has nominated), that is accepted, issued or prescribed by or on behalf of the Company for use to access a Participant Account;

"Applicable Law" means any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other instrument, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time;

"Applicable Programme" has the meaning ascribed to it in Schedule 2 (*EAC Specifications*) hereto, and shall include all supplements, variations, amendments and modifications thereto from time to time made in accordance with the terms herein;

"Approved Provider" has the meaning ascribed to it in Schedule 2 (*EAC Specifications*) hereto, and shall include all supplements, variations, amendments and modifications thereto from time to time made in accordance with the terms herein;

"Business Day" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore;

"Claim" means any action, application, claim, demand, proceeding, threat or any other analogous claims;

"Confidential Information" means any non-public information that the Company and/or any member of the GNZ Group designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential, and shall include any information which is proprietary or confidential, including: (a) trade secrets; (b) the confidential operations, processes, technology or inventions carried on or used by a person; (c) any information which is secret or confidential or which a business person may reasonably regard as secret or confidential, and which relates to a person's business, organisation, finances, dealings, transactions or affairs, distributorship, franchise or other arrangements, principals, clients or vendors, or products or services, or their development, manufacture, clinical testing, analysis, marketing, or sale or supply; (d) a person's technology or designs, dealer's lists, vendor lists or marketing studies, drawings, notes or memoranda, budgets, accounts or financial statements or information, or documentation or manuals, and the information contained therein; (e) any secret or confidential information which relates to any of the transactions or affairs of a person's principals, clients or vendors; (f) EAC listing and pricing details on the Platform; and/or (g) any information or material which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone;

"Consents" means all permissions, consents, approvals, certificates, permits, licences, agreements and authorities (whether statutory, regulatory, contractual or otherwise);

<u>"EAC"</u>	means an instrument which, according to measures as may be specified by the Company: (a) represents Environmental Attributes; and (b) is validated, verified by, and issued in accordance to, and meets the requirements of, an Applicable Programme;
<u>"Encumbrances"</u>	means any mortgage, assignment of receivables, debenture, lien, hypothecation, charge, pledge, right to acquire, security interest, option, pre-emptive or other similar right, right of first refusal, restriction, third party right or interest, any other encumbrance, condition or security interest whatsoever or any other type of preferential arrangement (including without limitation, a title transfer or retention arrangement) having similar effect. "Encumbrances" shall be construed accordingly;
<u>"Environmental Attributes"</u>	has the meaning ascribed to it in Schedule 2 (<i>EAC Specifications</i>) hereto, and shall include all supplements, variations, amendments and modifications thereto from time to time made in accordance with the terms herein;
<u>"Error(s)"</u>	has the meaning ascribed to it in Clause 14.1(a);
<u>"Fee Schedule"</u>	means the fee schedule and accompanying provisions set out under Annex A (<i>Fee Schedule</i>) of Schedule 3 (<i>Transaction Terms</i>) hereto, including all supplements, variations, amendments and modifications made thereto by the Company from time to time;
<u>"Fee" or "Fees"</u>	means the fee(s), commissions and/or other charges payable by Participant to the Company, as particularised in the Fee Schedule, and shall include all supplements, variations, amendments and modifications thereto from time to time;
<u>"Force Majeure Event"</u>	has the meaning ascribed to it in Clause 18.5;
<u>"GNZ Group"</u>	means the Company and its subsidiaries and affiliates;
<u>"Indemnitee"</u>	means each of the Company and its related corporations, as well as their respective employees, servants, officers and agents;
<u>"Intellectual Property Rights"</u> or <u>"IPRs"</u>	includes: (a) patents, trade marks, service marks, logos, get-up, trade names, goodwill and the right to sue for passing off or unfair competition, internet domain names, rights in designs, copyright (including rights in computer software), Moral Rights, database rights, semi-conductor topography rights, rights in integrated circuit layout designs, utility models, rights in know-how and trade secrets, and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above;

- (c) rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist;
- (d) all rights to income, royalties, damages, Claims and payments now or hereafter due or payable with respect thereto; and
- (e) the right to sue for past infringements of any of the foregoing rights in sub-paragraphs (a) to (d);

<u>"link"</u>	includes hyperlink, in-line link and deep-link;
<u>"Loss"</u> <u>"Losses"</u>	or includes all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, actions, proceedings, damages, Claims, demands and other liabilities, whether foreseeable or not;
<u>"Malicious Code"</u>	malicious software or firmware intended to perform unauthorised processes that will have adverse impact on the confidentiality, integrity, or availability of a computer system, for example: virus, worm, trojan horse, spyware and forms of adware or other code-based entity that infects a host;
<u>"Moral Rights"</u>	means: (a) the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886, being "droit moral" or other analogous rights arising under any law, that exist or that may come to exist, anywhere in the world, including any rights to claim authorship of any work, to object to or prevent the modification of any work, or to withdraw from circulation or control the publication or distribution of any work, and any similar rights; and (b) any "moral right" as defined under the Copyright Act 2021 of Singapore;
<u>"Participant Account"</u>	means such account (or other profile) linked to Participant's access and identification credential on a Platform through which Participant accesses and/or uses the Services;
<u>"PDPA"</u>	means the Personal Data Protection Act 2012 of Singapore as amended, varied, revised, supplemented, substituted or re-enacted from time to time (including any rules and regulations made thereunder);
<u>"Personal Data"</u>	has the meaning ascribed to it in the PDPA;
<u>"Platform"</u>	shall be deemed to include the services, functions, information and/or any other material (including data, databases, text, graphics, photographs, animations, audio, music, video, links, phone features or other content) displayed thereon, provided thereby or made available thereunder by or on behalf of the Company;
<u>"Platform Instruction"</u>	means any request or instruction issued to the Company on or through your Participant Account, e.g. request or instruction to manage, Retire, transfer, purchase, and/or sell EACs, including any request or instruction to revoke, ignore or vary any previous request or instruction;
<u>"Platform IPR"</u>	has the meaning ascribed to it in Clause 10.1(a);
<u>"Purchase Agreement"</u>	means any agreement that has its title incorporating the expression "Purchase Agreement", and entered between the Company (or its affiliates) and Participant which, inter alia, sets forth the terms and conditions in connection with equipment or facility installed or to be installed, and the generated energy from such equipment or facility;

<u>"Relevant Authority"</u>	includes any authority or agency which has jurisdiction over the Company;
"Retire"	has the meaning ascribed to it in Schedule 3 (<i>Transaction Terms</i>);
<u>"Services"</u>	means the services, products and/or functionalities, or any part thereof, as may be made available by the Company from time to time, on or through a Platform;
<u>"SOP Documents"</u>	means the document titled "GNZ Operating Procedure", accessible at www.gonetzzero.ai (or via such other means as may be designated by the Company from time to time) and shall respectively include all supplements, variations, amendments and modifications thereto made from time to time;
<u>"Tax"</u>	means all forms of taxation including all state or local taxation, past, present and deferred (including without limitation, income tax (including net income and gross income)), corporate, value added, goods and services, occupation, real and personal property, social security, gross receipts, sales, use, <i>ad valorem</i> , franchise, profits, licence, withholding, payroll, employment, excise, severance, occupation, premium or windfall profit taxes, estate duty, stamp duty, customs and other import or export duties, or charges of any kind whatsoever, estimated and other taxes, together with any interest and levies and all penalties, composition sums, charges, costs and additions to tax, or any additional amounts imposed by any government, governmental agency, statutory body or any judicial or revenue authority;
<u>"Terms"</u>	means these Terms, and shall include all supplements, variations, amendments and modifications thereto from time to time made in accordance with the terms herein;
<u>"Third Party Element"</u>	has the meaning ascribed to it in Clause 9.1;
<u>"Third Party Provider"</u>	has the meaning ascribed to it in Clause 9.1;
<u>"Transaction"</u>	means any transaction or agreement: <ul style="list-style-type: none"> (a) to transfer, sell, purchase and/or retire (including Retire) EAC(s) on or through the Platform(s); <u>and</u> (b) entered, purported to be entered, or attempted to be entered into by Participant;
<u>"Transaction Data"</u>	means any and all data, documents, text, drawings, diagrams, and/or images (together with any compilation of any of the foregoing), embodied in any medium: (a) used, uploaded, or provided in connection with the Platform(s) and/or any Transaction performed thereon; (b) developed, conceived, originated, created and/or generated on or through the Platform(s) and/or any Transaction performed thereon; and/or (c) relating to the Platform(s) and/or the Services;
<u>"User"</u> or <u>"Users"</u>	mean the individuals or persons whom you have authorised or are deemed to have authorised to access and use the Platform(s) and/or to act as your administrator(s) to administer certain administrative functions relating to the access and use of the Services via the Platform(s); and

"Variation" has the meaning ascribed to it in Clause 16.1.

1.2 In these Terms:

- (a) all references to any exercise of discretion or judgment by us, the making of a determination or designation by us, the application of our discretion or opinion, the granting or withholding of our consent or approval, the consideration by us of whether any matter or thing is satisfactory or acceptable, or as to its quality, or any decision to be made on our part, shall be at our sole and absolute opinion and discretion, and shall be final and conclusive and binding on you;
- (b) a reference to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of these Terms;
- (c) "person" shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, and their respective successors, legal personal representatives and assigns, as the case may be;
- (d) "written" and "in writing" shall include any means of visible reproduction, "other" and "otherwise" are not to be construed *ejusdem generis* with any foregoing words, and whenever the words "include", "includes" or "including" are used in these Terms, they shall be deemed to be followed by the words "without limitation", and "Clauses" and "Schedules" are respectively to the clauses of and the schedules to these Terms;
- (e) words importing the singular shall include the plural and *vice versa* and words importing a specific gender shall include the other genders (male, female or neuter);
- (f) the headings are for convenience only and shall not affect the construction of these Terms;
- (g) the "**Company**", "**we**", "**us**", or "**our**", as the context requires, means GO NET ZERO PTE. LTD (UEN: 201935617K), a company duly incorporated in Singapore with its registered office at 30, HILL STREET, #05-04, SINGAPORE 179360, and its successors, assigns and transferees;
- (h) the "**Participant**", "**you**", "**your**", or "**yours**", as the context requires, means the person to whom these Terms apply to, and shall be deemed to include any person who uses and/or accesses any Platform, including without limitation any User, as well as each of their personal representative(s) and successor(s) in title; and
- (i) you and the Company shall collectively be "**Parties**", and each be a "**Party**".

1.3 Unless expressly stated otherwise, our rights and remedies provided in these Terms are cumulative and not exclusive of any rights or remedies (whether provided by Applicable Law or otherwise), and you shall bear all costs and expenses, including legal and other consultant fees, arising in connection with performing or ensuring the due performance of your obligations under these Terms, and/or with any other matters referenced therein.

1.4 Unless expressly stated otherwise, any thing or obligation to be done under these Terms, which requires or falls to be done on a stipulated day, shall be done on the next succeeding Business Day, if the day upon which that thing or obligation is required or falls to be done falls on a day which is not a Business Day.

2. **PARTICIPANT ACCOUNT AND ACCESS CREDENTIALS**

- 2.1 To access and/or use any Platform, the Services, and/or certain functionalities therein, you may be required to apply for a Participant Account with us in such form and manner as we may prescribe and you shall comply with all requirements, rules, directions, standards, guidelines, operating procedures, and policies relating to such account, security measures, and/or Access Credentials (including any registration, activation and authentication procedures) as may be prescribed by us from time to time in our sole and absolute discretion, including without limitation as set out in the SOP Documents.
- 2.2 **You agree and acknowledge that you may not be able to use any Platform and/or certain functionalities therein (as we may in our sole and absolute discretion determine) unless you have a Participant Account with us in good standing (as we may in our sole and absolute discretion determine).**
- 2.3 Without prejudice to the generality of the foregoing:
- (a) the registration of your Participant Account shall be subject to our approval (at our sole discretion) and, and we shall have the right to: (i) prescribe eligibility criteria for your registration, use of any Platform or other interaction with us; (ii) prescribe such other requirements, procedures or policies in relation to such registration as we may specify from time to time and; (iii) require you to submit information for us to authenticate or verify your identity, and any decision by us in connection with any of the foregoing (i) to (iii) shall be final and binding on you;
 - (b) you and/or your Users shall only access and/or use each Platform through Access Credentials issued to you upon successful registration and creation of your Participant Account. In addition:
 - (i) the Services and/or any Platform may only be accessed and used by specified Users as we may authorise from time to time;
 - (ii) any use and/or access of Services associated with your Access Credentials shall be deemed your use and/or access (as the case may be);
 - (iii) we shall be entitled in our sole discretion to reject, as Access Credentials, any such credentials nominated by you from time to time, including without limitation passwords which do not meet our security requirements;
 - (iv) any credentials nominated by you to substitute an existing Access Credential shall only take effect upon our confirmation that the substitution has been approved by us, and your use therefrom shall be governed by and subject to these Terms;
 - (v) you shall be fully responsible for the use of any/or Access Credentials issued to you and/or your Users, and you further shall procure that: (i) there shall at all times be no unauthorised use of any Access Credentials and/or the Services; and (ii) you shall immediately notify us in writing if you have reason to suspect that there has been any unauthorised disclosure or use of the Access Credentials;
 - (vi) we shall be entitled at our sole and absolute discretion at any time to: (i) limit access to and/or suspend your access to Services or your Access Credentials in the event we suspect you have breached any of these Terms; or (ii) cancel your Access Credentials or terminate your Participant Account without giving any reason or notice therefor, and we shall not be liable to you for any loss or damage as a result thereof; and

- (vii) Access Credentials are to be used solely by you and/or your Users, and shall not be transferred or pledged as security in any way, and you shall not, without our prior written consent, assign, charge and/or Encumber any Participant Account or your rights therein or create or confer in favour of any person any interest in any Participant Account. You agree and acknowledge that we shall not be obliged to recognise any person other than you as having any interest in your Participant Account (if at all); and
- (c) you shall provide us with any authorisation which we may from time to time require for the Services and (if required) for each of your Users, and any such authorisation for the Services and each of your Users applies only to the Services. Any change to the authorisation shall be made in writing and such change to the authorisation for the Services shall in no way affect the authorisation for any other service provided by us, and *vice versa*.

3. PLATFORM INSTRUCTIONS

3.1 You agree and acknowledge that:

- (a) the processing of Platform Instructions shall be subject to our prevailing standard procedures, service standards and pricing schedules from time to time, and in accordance with these Terms and in such mode(s), method(s), and/or procedures as may be prescribed by us in respect thereof from time to time, including without limitation the SOP Documents;
- (b) you shall be responsible and liable for all Platform Instructions sent or transmitted or purported to be sent or transmitted on your behalf. Any use and/or access of a Platform and/or the Services associated with your Access Credentials shall be deemed your use and/or access (as the case may be) and conclusive evidence of the authenticity of a Platform Instruction and authority of the originator of such Platform Instruction, notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding, and even if they conflict with the terms of any other requests or communications given by you;
- (c) we shall have the right but not be required to investigate the authenticity or authority of persons (whether Users or otherwise) effecting the Platform Instructions or to verify the accuracy and completeness of the Platform Instructions;
- (d) if we permit you to appoint User(s):
 - (i) we shall have the right in our sole and absolute discretion to require you to execute additional forms if you wish to give a User the sole power to authorise the sending or transmission of Platform Instructions;
 - (ii) you shall ensure that only Users with proper and valid authority (within any limits set by us on the relevant Users) send or transmit or authorise the sending or transmission of Platform Instructions;
 - (iii) your Users shall be deemed to be your agent when accessing and/or using a Platform and/or the Services, and your Users are severally and/or jointly (as the case may be) authorised to send or transmit Platform Instructions on your behalf; and
 - (iv) you shall ensure that each of your Users is aware of, and complies with, these Terms. If any User is no longer authorised to access and/or use a Platform, you shall ensure that the appointment of such User in respect of the Platform

is revoked by way of a Platform Instruction or that we are otherwise notified in writing immediately;

- (e) we shall have the right in our sole and absolute discretion, and without giving any reason: (i) require you and/or your Users to provide alternative proof of identity; (ii) require any Platform Instructions to be confirmed through alternative means; (iii) decline to act or refrain from acting promptly upon any Platform Instructions (e.g. where we need to verify the accuracy or authenticity of the Platform Instructions); and/or (iv) determine the order of priority in effecting any Platform Instructions you have sent or transmitted to us;
- (f) if you request us to cancel or change the Platform Instructions, we shall not be liable to you if we are unable to give effect to such request for any reason; and
- (g) we shall have the right in our sole and absolute discretion not to process a Platform Instruction (or we may not process such Platform Instruction in a timely manner) for any reason.

3.2 You agree and acknowledge that:

- (a) our records of any Platform Instruction or other communications between you and us are final and conclusive and binding on you for all purposes, and you waive any right you may have to dispute the contents of such records or other communications;
- (b) to the maximum extent permissible under Applicable Law, all such records or other communications are admissible in evidence and you will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by a computer system; and
- (c) the Platform provides commercially reasonable security procedures to: (i) verify that Platform Instructions originate from you or your Users; (ii) verify that Platform Instructions are not changed during transmission to us via the Platform; and (iii) indicate your or your Users' intention in respect of the information set out in the Platform Instructions, and that such security procedures are reliable and appropriate for the purpose(s) for which the Platform Instructions are generated or communicated.

3.3 We shall be entitled to perform currency conversions at such rates of exchange as we may in our sole and absolute discretion determine for the purposes of carrying out your Platform Instructions.

4. PLATFORM USE AND/OR ACCESS

4.1 You hereby agree and acknowledge that, subject always to your full and continuing compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable licence to access the Platform(s) and the Services under these Terms. You further agree and acknowledge that all rights not expressly granted to you are reserved by us.

4.2 You hereby grant us a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to retain and use all data, works, information and materials, and the Intellectual Property Rights therein, submitted by you (or on your behalf) on or through the Platform(s) and/or the Services.

4.3 For the avoidance of doubt, the Platform(s) and the Services are non-exclusive to you and we shall have the right to perform such Services for such other persons and/or via such other channels as we in our sole and absolute discretion deem fit, and we shall not be liable or under any obligation to: (a) account to you for any benefit received by us for providing such Services

to others and/or via other channels; and/or (b) to disclose to you any fact or thing with respect to which we may be put on notice in the course of providing such services to others or in the course of business or in any other capacity or in any manner whatsoever.

- 4.4 You agree and acknowledge that we shall be entitled in our sole discretion to determine from time to time the type, specifications, requirements, and/or configuration of software and/or hardware (including telecommunications equipment) acceptable for use in connection with the Platform(s) and/or any application programming interface therein, and unless expressly specified in these Terms, you shall obtain and pay for the same as necessary at your sole cost and risk.
- 4.5 Except insofar as expressly permitted in writing by us or incapable of exclusion by agreement under Applicable Law, you shall not (and shall not knowingly allow, permit, nor assist any person to):
- (a) copy, rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify, disassemble, decompile, reverse-engineer, reverse-assemble, attempt to derive the source code of, edit, sell, assign, transfer, distribute, license, sub-license, or create derivative works based on, the whole or any part of any Platform and/or the Services;
 - (b) attempt to probe, scan, test the vulnerability of or gain unauthorised access to a system or network relating to the Platform(s) and/or the Services, and/or to breach or circumvent security or authentication measures relating to the Platform(s) and/or the Services without proper authorisation;
 - (c) make alterations to, or modifications of, the whole or any part of any Platform and/or the Services, nor permit any Platform and/or the Services to be combined with (or become incorporated with or in) any other program(s);
 - (d) use any Platform and/or the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, including but not limited to any act or omission that encourages or involves conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
 - (e) use automated scripts to collect information from or otherwise interact with any Platform and/or the Services;
 - (f) create a false identity on any Platform and/or the Services, impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
 - (g) mask or alter the geographical location from which you appear to our systems to be accessing and/or using any of our Services; and/or
 - (h) use any Platform and/or the Services in a way that could damage, disable, overburden, impair or compromise any Platform or interfere with another person's usage or access to any Platform, including without limitation to attempt to transmit a Malicious Code on or through the Platform(s) and/or the Services, or overloading, "spamming", "flooding", "mailbombing" or "crashing" the Platform(s) and/or the Services.
- 4.6 You acknowledge and agree that, notwithstanding anything in these Terms:
- (a) we shall have the right in our sole and absolute discretion, at any time without giving any reason, to: (i) modify, remove, suspend or discontinue the provision of the Platform(s) and/or the Services, whether in whole or in part; and/or (ii) terminate your Participant Account, without giving any reason therefor, and we shall not be liable to you for any Losses or damage as a result thereof;

- (b) we may from time to time impose such security or other measures in relation to your access and/or use of the Platform(s) and/or the Services as we may consider appropriate at our sole and absolute discretion, including imposing restrictions on your ability to perform certain Transactions and/or if we have reason to believe that there is any unauthorised, fraudulent and/or unlawful activity in relation to your Participant Account;
- (c) we shall not be liable to you or any other person if any communication is delayed, intercepted, lost or otherwise failed to reach the other party during the process of delivery, transmission or dispatch, or the contents of any communication is disclosed to any third party during the process of delivery, transmission or dispatch; and
- (d) we shall have the right to take steps to prevent this Platform from being accessed or used in any jurisdiction as we may determine in our sole and absolute discretion from time to time.

5. INFORMATIONAL FEATURES

- 5.1 We may from time to time make available functionalities in on the Platform(s) allowing certain information relating to your Participant Account (for example aspects of your EAC portfolio) to be displayed. By choosing to activate any such functionalities, you agree and acknowledge that:
 - (a) such functionalities are provided "as is" and are only intended to be convenience features for the display of information relating to your Participant Account, and are not official statements of accounts. Any and all information as displayed at any time may not reflect the most current values; and
 - (b) the operation of such functionalities shall be subject to any rights and remedies which we may have in relation to your Participant Account. You shall have no better rights or privileges in relation to any such functionalities availed than you have in relation to your Participant Account, and your use of any such functionalities shall not give rise to any representation or obligation or additional duty of care or other relationship on the part of the Company, for example in relation to any EAC reflected on such informational display, nor to meet or assist you with meeting any objectives or goals you may specify in relation to such EAC.
- 5.2 We may also provide you with convenience tools and dashboards on the Platform(s) to enable you to adjust the display of remarks for which we take no responsibility. For example, where you are allowed to specify the "name" of your portfolio or describe your "targets" or "goals" in respect of any EAC, we neither undertake that the mechanics of the Platform(s) and/or the Services will conform to the description you provide nor undertake to help you meet any "targets" or "goals" you indicate. These are stylistic features only.
- 5.3 If you choose to share information about any aspect of your Participant Account with third parties or via third party platforms, you do so at your own risk and you must not do so in a manner that will breach any of these Terms, infringe Intellectual Property Rights or privacy rights of any person, or otherwise expose us to a Claim or breach the terms of any agreements or licences you may have in respect of any such content. We shall not be liable to you or any third party in respect of any such content.

6. NO INDUCEMENT TO TRADE

- 6.1 Nothing on the Platform(s) and/or the Services is intended for distribution to or for use by or to be acted on by any person located in any jurisdiction where such distribution, use, and/or action would be contrary to Applicable Law.
- 6.2 You agree and acknowledge that:
- (a) any reports, dashboarding features, or informational summaries relating to financing statistics, going rates, markets, companies, industries, news, and any data, analysis, statistics, forecast and/or research thereon as may be accessed or otherwise made available to you from time to time via the Platform and/or the Services ("**Information**"):
 - (i) should not be assumed to be supported by any prior reasonable due diligence or research or specifically suitable for reliance by you or otherwise suitable for or to your specific financial needs and objectives;
 - (ii) we do not warrant the accuracy, suitability, currency, availability, reliability or completeness of any Information; and
 - (iii) we shall have no obligation to update or correct any Information;
 - (b) we do not provide any assurance, guarantee or promise as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (either economic, legal, regulatory, tax, financial, accounting or otherwise) in relation to: (i) any transaction (including any Transaction) which you may enter into from time to time on or through the Platform(s) and/or the Services; and/or (ii) whether to retire, transfer, sell, purchase, and/or manage any EAC;
 - (c) investment or trading products are subject to significant risks, including the possible loss of the principal amount invested. Past performances of investment or trading products are not indicative of their future performances. Examples, where provided on the Platform(s) or in connection with the Services, are illustrative only;
 - (d) the Platform(s) and/or the Services provide only general information (including in connection with EAC prices and description, and/or forecasts), and may not be current or suitable for your investment or trading objectives, financial situation, and/or particular needs. We do not provide, and the provision of such information shall not be construed as us providing, financial advice or recommendation for any investment, trade, or product;
 - (e) the value of each EAC may fluctuate from time to time, depending on market conditions and the actions of third parties. You shall not take any action (or omit to take any action) in reliance on any information on the Platform(s) and/or the Services without independent verification or advice; and
 - (f) the availability of the Platform(s) and/or the Services, or the grant of access and/or use of the same, shall not be construed in any way:
 - (i) as an inducement to trade;
 - (ii) as a solicitation for orders or entry into any legal relations; and/or
 - (iii) to prompt any action or decision on your part whether to undertake or consider undertaking any investment or trading decision or otherwise (including without limitation whether to retire, transfer, sell, purchase, and/or manage any EAC).

7. OBLIGATIONS OF PARTICIPANT

7.1 You agree and acknowledge to us that you shall have a continuing obligation:

- (a) to comply with all Applicable Laws when accessing and/or using the Platform(s) and/or the Services, including without limitation any reporting requirements under Applicable Law in connection with any Transaction and/or any taxable income derived therefrom;
- (b) to comply with all requirements, rules, directions, standards, guidelines, operating procedures, and policies relating to the Platform(s) and/or the Services as may be issued by us from time to time, including without limitation the SOP Documents;
- (c) to monitor your Participant Account at all times and to notify us in writing immediately of any unauthorised transaction (including any Transaction) through such channel as we may from time to time designate for this purpose, and further, upon our request, to make a report to the relevant authorities (e.g. the police) in respect of any unauthorised transaction (including any Transaction) relating to your Participant Account;
- (d) provide any and all information, statements or documents in connection with your access and/or use of the Platform(s) and/or Services as we may request from time to time, and procure that all information provided and submitted to us in connection with the Platform(s) and/or Services, including without limitation any Platform Instructions, are true, correct, accurate and complete in all respects and undertake to correct and update the same in writing to us if they are wrong, incorrect, inaccurate, incomplete or misleading; and
- (e) to perform and comply with all the terms set forth in Schedule 3 (*Transaction Terms*), as may be amended from time to time.

7.2 If you provide information (confidential or otherwise, including Personal Data) of any person to us, you represent and warrant to us that you have the authority and all Consent(s) to do so. You confirm that such information is true, correct, accurate and complete in all respects and have been processed in accordance with Applicable Law.

8. PAYMENT AND SETTLEMENT

8.1 We may charge fees from time to time for the Services rendered and/or the operation of the Platform(s), including without limitation as may be set out in the Fee Schedule (as may be amended from time to time), in the manner and to such account(s) as may from time to time be designated in writing by us.

8.2 All amounts due under these Terms from you to us shall be paid in full without any set-off, counterclaim, deduction or withholding.

8.3 You shall bear all Taxes applicable on any fees payable by you to us under these Terms. If you are required under Applicable Law or by any tax authorities to deduct or withhold any sum or part of such fees, you shall make such deduction or withholding as required, and the amount payable to us shall be increased so that we receive a net amount equal to the amount which would have been due to us in the absence of any such deduction or withholding. You shall be responsible to account for and pay for all Taxes (including any VAT/GST) applicable on the fees payable as required by you under the relevant tax regulations or laws.

8.4 If you fail to make any payment due to us under these Terms by the due date for payment, then, without limiting any other remedies we may have under these Terms, you shall pay interest on the overdue amount at the Relevant Rate, per annum calculated on a daily basis of

the actual number of days in a year. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. For the purposes of this Clause 8.4, the "**Relevant Rate**" shall be "SOFR + 4%" or if the SOFR is not available, "Replacement Rate + 4%":

- (a) the Federal Reserve Bank of New York (or a successor administrator) published 90-day compounded average of the Secured Overnight Financing Rate at 08:00 in New York on the day that is five (5) calendar days prior to the date when payment of the sum due is made, as published on the Federal Reserve Bank of New York's Website (currently <https://apps.newyorkfed.org/markets/autorates/sofr-avg-ind>), or by any other person which takes over the publication of that rate ("**SOFR**"). If the 90-day average is not published on any such day, the rate appearing at 08:00 in New York for the immediately preceding publication date shall be used. If the SOFR rate is negative for any calculation period, it shall be treated as zero for such period; or
- (b) if SOFR is not available, then a benchmark rate which has been formally designated, nominated or recommended as the replacement for SOFR by any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of any of them (the "**Replacement Rate**") shall replace SOFR, and if no Replacement Rate is available, 3% per annum or such other rate as we may specify from time to time.

8.5 Unless we agree otherwise with you in writing, any of our obligation to make any payment to you in connection with these Terms shall be subject to the condition precedent that there is no breach by you subsisting in relation to your representations, warranties, undertakings or obligations under these Terms.

8.6 Without limiting or affecting any other rights or remedies available to us under these Terms or otherwise, and without prejudice to our rights and remedies at law or in equity or otherwise, you agree, acknowledge, and undertake to us and every other member of the GNZ Group as follows:

- (a) in respect of any of the payment obligations of a member of the GNZ Group to you under these Terms or otherwise, such member of the GNZ Group shall be entitled to effect payment to you through any of its designees (including any designated paying agent or Third Party Provider), and you agree that any such payment by such designees shall be good and sufficient discharge of the liability of that member of the GNZ Group to you to the extent of such payment. No member of the GNZ Group shall be liable for any failure or delay in the performance of the designated paying agent and/or any Third Party Provider in connection with any payments to you pursuant to the provision of the Services;
- (b) any member of the GNZ Group may at its sole and absolute discretion set off any such fees payable by you against any sums due from that member of GNZ Group to you, whether or not any such liability for payment by us arises under these Terms or otherwise howsoever. Without prejudice to the generality of the foregoing, we may at any time, without notice to you, set off any of our liability to you or any sums due from you against any of your liability to us or any sums payable by us to you, whether any such liability or sums payable has arisen or will arise in the past, present or future, liquidated or unliquidated, and whether or not any such liability or payment arises under these Terms or otherwise howsoever;
- (c) for any amounts that you owe us, we may in our sole discretion:
 - (i) charge you (including via any payment instrument you provide to us);

- (ii) set off any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you from time to time;
 - (iii) invoice you for amounts due to us, in which case you shall pay the invoiced amounts upon receipt;
 - (iv) reverse any credits issued to you; or
 - (v) collect payment or reimbursement from you by any other lawful means; and
- (d) we may require that you pay other amounts to us to:
- (i) secure the performance of your obligations under these Terms;
 - (ii) mitigate the risk of: (A) returns, chargebacks, Claims, and/or disputes; and/or (B) violations of these Terms; and/or
 - (iii) mitigate other risks to us and/or third parties.

Such amounts may be refundable or non-refundable in the manner we may from time to time determine in our sole and absolute discretion, and your failure to comply with these Terms may result in the forfeiture of such amounts.

- 8.7 You agree and acknowledge that we are not a trustee nor have any fiduciary obligations to you in relation to any funds received from you, whether or not received before any sums payable by you are due, or if payable and due, in excess thereof, and you shall not be entitled to any interest or other payments in relation to the same.
- 8.8 You agree that any payment made on or through any Platform (including any and all payments in connection with any Transaction) shall be made using any of the payment methods prescribed by us from time to time, and all charges and/or fees are to be paid in accordance with specific instructions as may be prescribed on the Platform. Your access to and/or use of the payment methods provided on the Platform shall be entirely at your own risk. You further agree that you shall abide by any relevant terms and conditions or other agreement that governs your access and/or use of any payment services or related functionalities (including without limitation payment methods) in connection with the acceptance and processing of payments (including in respect of payment gateway services, settlement, and refunds) made available via any Platform, which may be provided by Third Party Providers, including financial services providers providing or facilitating the provision of payment services, e.g. banks, payment services businesses, payment networks, financial institutions and other financial intermediaries. We may from time to time, add, remove, modify or discontinue, temporarily or permanently, any payment processing method in our sole and absolute discretion.

9. THIRD PARTY PROVIDERS

- 9.1 You acknowledge and agree that, where any product/service/content/functionality originates from or is provided by a third party (each a "**Third Party Provider**"), and any part of the Platform(s) and/or the Services (including, for the avoidance of doubt, functionalities thereof) displays, publishes, makes available, incorporates, interfaces with, interoperates with, integrates with, or links to any such product/service/content/functionality (each a "**Third Party Element**"):
- (a) we shall not be responsible for any Third Party Element, and the fullest extent of our obligation in connection with any such Third Party Element is to only facilitate the

making available of such Third Party Element (or part thereof) to you on a pass-through basis and "as received" by us. We have no control over and are not responsible for any Third Party Provider's performance or non-performance of any obligation in connection with any Third Party Element or arising in any other way;

- (b) each Third Party Element is the sole responsibility of the person that makes it available, and we neither have control over the selection thereof, nor do we routinely monitor it. Any use by you of any Third Party Element on or through any Platform and/or the Services is entirely at your own risk. Third Party Elements may be subject to their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the access and/or use thereof;
- (c) Third Party Elements are subject to availability and location serviceability, as well as these Terms and any additional terms and conditions of the Third Party Providers as may be notified by to you from time to time. In the event that a Third Party Provider suspends, discontinues or terminates: (i) a Third Party Element; and/or (ii) its agreement(s) with us and/or you, we may, in our sole and absolute discretion, suspend, discontinue or terminate all or any part of affected Platform and/or Services;
- (d) where a Platform and/or the Services contain links to external Third Party Elements (for example links to sites and resources by Third Party Providers), such links are provided for your information only, and at your sole risk. Such links must not be interpreted as approval by us of those linked functionalities or information you may obtain from them. We do not endorse and shall not be responsible or liable for any content, advertising, products, services or materials on or available through such externally available Third Party Elements; and
- (e) to the extent that any transaction is entered into between you and a Third Party Provider in relation to any Third Party Element:
 - (i) such transactions are entered into between you and the relevant Third Party Provider of the Third Party Element. The Third Party Provider is and remains the supplier of the Third Party Element as principal in its own right, and we are not party to the transaction or any agreements that may be entered into between you and Third Party Provider, even if terms may be prescribed by us in respect of such transactions;
 - (ii) we neither endorse nor assume any responsibility or liability arising in connection with any transaction (or any Third Party Element in respect of which a transaction is carried out). Save as expressly provided under these Terms, we shall not have any obligation in connection with any transaction;
 - (iii) we: (1) shall not be responsible for procuring; (2) do not warrant; and (3) do not undertake, that you shall comply or have complied (whether in whole or in part) with the terms and conditions governing any transaction; and
 - (iv) to the maximum extent permitted under Applicable Laws, you agree not to make any Claim against us in respect of any Losses which may arise from or in connection with Third Party Providers performance or non-performance of the transaction, or which may arise from or in connection with the nature, quality or fitness for purpose of the Third Party Element supplied by the Third Party Providers (or due to any defect therein), or arising in any other way, and you shall release and hold us harmless against any such Losses.

10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 You acknowledge, agree, and undertake to us that:

- (a) all works, information and materials (including without limitation documents, policies, data, descriptions, names, logos, graphics, images, software, source codes, application programming interfaces, music, audio files or other sounds, photographs, videos, test environments, and images), as well as any application programming interface (API), function or procedural calls or other computer or communication interfaces, platforms or protocols which we may deploy or use in relation to the Platform(s) and/or the Services (including any part thereof) and all the IPRs associated therewith (collectively "**Platform IPR**") which you may be granted access to are owned by us and/or the relevant third parties (as the case may be, and as applicable). Unless otherwise stated, the rights, titles and interests to Platform IPR are owned by, licensed to, or controlled by us; and
- (b) you shall not, and shall not permit anyone to, reproduce, distribute, adapt, modify, republish, display, broadcast, link, mirror, frame or transmit in any manner or by any means or store in an information retrieval system, any part of Platform IPR, including any part thereof, without the prior written permission of the relevant owner.

Any rights not expressly granted to you herein are expressly reserved.

10.2 You further agree and acknowledge that Transaction Data, whether created in the course of the performance of these Terms or otherwise, is our property, and: (a) we retain all rights, title and interest in Transaction Data; and (b) you shall have no right, title and interest in and to Transaction Data, save where expressly permitted under these Terms, and in any event subject to such terms and restrictions of use in connection therewith as we may prescribe from time to time. For the avoidance of doubt, nothing in these Terms shall be taken to grant you any proprietary rights over the databases and the files accessible via the Platform(s) and/or the Services.

10.3 You hereby grant us a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to retain and use all data, works, information and materials, and the Intellectual Property Rights therein, submitted by you (or on your behalf) on or through the Platform(s) and/or the Services.

10.4 For the avoidance of doubt, if you choose to contribute by sending us any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings, promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively "**Feedback**"), then regardless of what your accompanying communication may say, the following terms shall apply -- by sending Feedback to us, you agree and acknowledge that:

- (a) we shall have no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason;
- (b) Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and
- (c) you irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

11. **PERSONAL DATA**

- 11.1 You hereby agree and consent to us collecting, using, disclosing and processing your Personal Data according to Sembcorp's Personal Information Protection Policy available at <http://www.sembcorp.com/en/personal-information-protection-policy/> (or accessible via such other means as we may designate from time to time) as may be amended from time to time.
- 11.2 You further acknowledge and agree that the Platform(s) may include analytics code and other tools that may allow us to gather information on any use of the Platform, and may include our use of cookies, running of verification and compliance analysis and/or use of data capture, syndication analysis, and/or other similar tools to track, extract, compile, aggregate, archive, disclose or otherwise analyse any data and/or information resulting from any person's access to and/or use of any Platform, and further that: (a) we shall retain all rights, title and interest in and to all such gathered information and data; (b) you shall not disable or interfere with any such analytics code and tools; and (c) any intellectual property rights of or in the results of such analytics shall vest solely in us.
- 11.3 In addition, and without limiting the generality of the foregoing, you hereby grant to us and to all other persons involved in the providing of the Services on or through each Platform your consent for the collection, use, disclosure and processing of your Personal Data by us:
- (a) opening, maintaining, or closing of your Participant Account;
 - (b) to operate the Platform(s) and provide you with the Services;
 - (c) to process your Platform Instruction(s) and each Transaction, including administering and facilitating any offer of or other transactions dealing with instruments or investments, and the execution of such transactions on a trading system or platform;
 - (d) facilitating the transfer of funds;
 - (e) assessing and processing any applications or requests made by you for products and services offered by us;
 - (f) evaluating your ongoing credit worthiness;
 - (g) responding to, processing and handling your complaints, queries, requests, feedback and suggestions;
 - (h) establishing and verifying your identity;
 - (i) managing our administrative and business operations;
 - (j) matching any Personal Data which relates to you for any of the purposes listed herein;
 - (k) preventing, detecting, and investigating crime (including fraud and money-laundering or terrorist financing);
 - (l) analysing and managing commercial risks;
 - (m) project management;
 - (n) providing media announcements and responses;

- (o) in connection with any Claims, actions or proceedings (including drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and in protecting and enforcing our contractual and legal rights and obligations;
- (p) managing and preparing internal and external reporting;
- (q) training our employees to provide better products and services to you;
- (r) to determine service levels;
- (s) meeting or complying with any Applicable Law which are binding on us, or which we have been advised, recommended or informed that we are expected to comply with (including disclosures to regulatory bodies, conducting audit checks, surveillance and investigation, and due diligence), internal policies, and assisting law enforcement or investigations by relevant authorities;
- (t) for data analytics performed in connection with power consumption patterns or trends, distribution of EACs, profiles of participating entities, or similar activities;
- (u) for the purposes set out under the Sembcorp's Personal Information Protection Policy available at <http://www.sembcorp.com/en/personal-information-protection-policy/> (or accessible via such other means as we may designate from time to time); and
- (v) for purposes which are reasonably related to any of the purposes stated above,

collectively, "**Company Purposes**".

- 11.4 You also agree and undertake to perform and comply with all the terms set forth in Schedule 1 (*Personal Data*) (as may be amended from time to time) in its entirety.
- 11.5 Personal Data that we may collect in connection with your access or use the Services and/or any Platform includes your contact information, such as your name, email address, contact number.

12. CONFIDENTIALITY

- 12.1 You undertake to us that you shall:
- (a) safeguard Confidential Information against use or disclosure by any third parties, and not disclose to any person any Confidential Information except as permitted by Clause 12.2; and
 - (b) use Confidential Information solely to exercise your rights and perform your obligations under or in connection with these Terms.
- 12.2 You may disclose Confidential Information:
- (a) to your employees, officers, representatives or advisers on a need-to-know basis, provided that you take all steps to ensure that your employees, officers, representatives or advisers to whom you disclose Confidential Information comply with this Clause 12; and

- (b) as may be required by Applicable Law, to a court of competent jurisdiction or any governmental or regulatory authority.

12.3 When Confidential Information is no longer necessary for you to perform any obligation under these Terms, you shall without undue delay return such Confidential Information to the Company or the relevant member of the GNZ Group (as the case may be) or destroy it at the request of the Company or the relevant member of the GNZ Group (as the case may be), and provide an undertaking from an authorized person that such destruction has been completed.

12.4 You shall without undue delay notify the Company upon discovery of any unauthorised use or disclosure of Confidential Information and shall cooperate to help the Company or the relevant member of the GNZ Group (as the case may be) regain possession of the Confidential Information and prevent further unauthorised use or disclosure.

13. **REPRESENTATION AND WARRANTIES**

13.1 You represent and warrant that:

- (a) if you are not a natural person, you are duly established and existing under the laws of your country of incorporation;
- (b) you have full power and capacity, as well as the necessary Consents, to enter into and perform these Terms; and
- (c) you have made your own independent decision: (i) to enter into each Transaction; (ii) to access and/or use the Services; and (iii) as to whether any such Transaction is appropriate or proper for you, based upon your own assessment and judgment, as well as any advice from such advisors as you deem necessary, and not in reliance upon any view, communication and/or representation by or from us.

13.2 You additionally agree and undertake to notify us without delay of any facts or circumstances that would render your representations or warranties under these Terms inaccurate in any respect.

13.3 To the maximum extent permissible under Applicable Law, you agree and acknowledge that:

- (a) except as expressly provided herein, the Platform(s) and the Services are each provided under these Terms on an "**AS IS**" and "**AS AVAILABLE**" basis without warranty of any kind (whether express, statutory, implied or otherwise) at your sole risk; and
- (b) **we hereby expressly disclaim (and do not make) any and all warranties, whether express, statutory or implied, oral or in writing, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness (including without limitation as to the amount of time it may take for us and/or any Platform to process any Transaction), merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in conjunction with any software, any Platform, the Services, any Transaction, and/or Platform Instructions.**

14. **LIABILITY AND INDEMNITY**

- 14.1 You agree, acknowledge, and solely undertake the risk that:
- (a) due to the inherent defects of electronic transmission, there may be errors, delays, omissions, interruption, breach of security, corruption, unavailability of access in connection with the Platform(s) and/or the Services (collectively "**Errors**", and each an "**Error**");
 - (b) the Platform(s) and/or the Services may use transmissions over the Internet which are never completely private or secure, and any data, message or information, including without limitation Personal Data, which you send in the course of your use of the Platform may be made public, and/or read or intercepted by others (regardless whether accidentally, maliciously, or otherwise); and
 - (c) we do not guarantee, represent or warrant that your access and/or use of the Platform(s) and/or the Services will be free of Errors.
- 14.2 Notwithstanding any other provision of these Terms, and to the maximum extent permitted under Applicable Law, in no event shall we be liable to you or any other party for any Losses, fines, or penalties (or other levies or charges imposed by any governmental or regulatory authority), even if informed of the possibility thereof, arising from or in connection with:
- (a) any breach of your representations, warranties, undertakings or obligations under these Terms;
 - (b) any matters or Losses disclaimed under these Terms;
 - (c) any Error and/or Malicious Code;
 - (d) incorrect selection of Approved Provider and/or Registry Account on the Platform(s);
 - (e) your negligence;
 - (f) any transmission of data by you (including without limitation any Platform Instruction);
 - (g) our reliance on any information submitted to us and/or any member of the GNZ Group;
 - (h) us acting upon any financial instrument, notice, resolution, request, certificate, report, or other document which we, in good faith, believe to be genuine and properly executed;
 - (i) any unauthorised use of any Access Credentials, the Platform, and/or the Services;
 - (j) any breach of security or unauthorised use of, corruption or transmission error associated with, your system or other facilities;
 - (k) any act or omission of Third Party Provider(s);
 - (l) any Force Majeure Event;
 - (m) the instructions, directions, orders, requests, and/or guidelines of a Relevant Authority;
 - (n) our disclosure of your data in accordance to these Terms and/or Applicable Law;

- (o) the suspension, termination or discontinuance of any Approved Provider and/or Applicable Programme;
 - (p) the exercise of any of our rights (and/or the rights of any member of the GNZ Group) under these Terms, including without limitation our rights of termination, appropriation, debit, set-off and/or consolidation under these Terms, as applicable;
 - (q) our compliance with Applicable Law;
 - (r) Losses which are of an indirect, incidental, consequential, special or exemplary nature of any kind, regardless of the cause thereof; and/or
 - (s) any Loss of: (i) revenue; (ii) business and/or business opportunities; (iii) anticipated savings; (iv) profit; (v) data; (vi) goodwill; and/or (vii) value of any equipment.
- 14.3 To the extent not excluded, our maximum aggregate liability for all Claims, suits, demands, actions or other legal proceedings in connection with these Terms, whether based on an action or Claim in contract, negligence, tort or otherwise, shall not exceed SGD 10,000.
- 14.4 You hereby unconditionally and irrevocably undertake to indemnify, defend and hold harmless the Company and its Indemnitees from and against any and all Losses which may be sustained, instituted, made or alleged against, or suffered or incurred by any Indemnatee, and which arise (whether directly or indirectly) out of or in connection with:
- (a) any breach of your representations, warranties, undertakings or obligations under these Terms;
 - (b) any act or omission by you;
 - (c) any contravention of any Applicable Law by you, whether arising on account of the actions of you, your agents, employees or contractors or otherwise howsoever;
 - (d) any Claim arising from your activities under these Terms, including without limitation your access or use, or failure to access or use the Services and/or the Platform(s);
 - (e) any Malicious Code and/or any other unauthorised code introduced which may in any way affect or cause the Platform and/or our hardware, software and/or other automated systems to fail, malfunction, or otherwise be adversely impacted;
 - (f) any information or documents furnished by you to us and/or any member of the GNZ Group, which is or proves to have been incorrect or misleading;
 - (g) us acting upon or carrying out any Platform Instructions purportedly issued or authorised by you, notwithstanding that these Platform Instructions may not be authorised, genuine, accurate or complete; and/or
 - (h) us acting in reliance on your guarantee of the regularity of any endorsement and authenticity of any signature (regardless whether wet-ink or electronic).

15. TERMINATION

- 15.1 Notwithstanding anything in these Terms, and without prejudice and in addition to any other rights or remedies which the Company may have under these Terms or at law (including, but

not limited to any other rights of termination as set forth in these Terms, or at law), the Company may terminate these Terms, any Participant Account, and/or the Services (or any part thereof):

- (a) to the maximum extent permissible under applicable law, with immediate effect by notice to the Participant upon the occurrence or the belief of the Company, in its sole and absolute opinion, of one or more of the following:
 - (i) the Participant is insolvent or unable to pay its debts, admits it is insolvent or unable to pay its debts, or becomes or is declared insolvent or unable to pay its debts or is deemed by any Applicable Law to be insolvent or unable to pay its debts;
 - (ii) the Participant is the subject of any actual, threatened or proposed corporate action, proceedings, or other procedure or step, relating to: (i) its insolvency, including but not limited to bankruptcy, liquidation, provisional liquidation, winding up, receivership, judicial management, administration, administrative receivership, moratorium, scheme of arrangement, reorganization, controlled management, dissolution, or any equivalent or analogous proceeding or regime under the laws applicable to the Parties; (ii) the enforcement of any security over its property, or the repossession of any goods held by it under any chattels leasing agreement, hire purchase agreement or retention of title agreement; and/or (iii) the enforcement of any right of re-entry or forfeiture under any of its leases;
 - (iii) the Participant makes, or intends or proposes to make, an assignment for the benefit of a substantial portion of its creditors or class of its creditors;
 - (iv) the Participant enters, or intends or proposes to enter, into any discussions, negotiations or agreement with one or more of its creditors with a view to the compromise, settlement, composition, extension, readjustment or rescheduling of a substantial portion of its obligations or a class of its obligations;
 - (v) the Participant suspends, or intends or proposes to suspend, the making of payments relating to a substantial portion of its indebtedness or class of its indebtedness;
 - (vi) the Participant has misused or abused the Platform or has engaged in fraudulent or illegal conduct;
 - (vii) the Participant breaches or is in breach of these Terms or any part thereof, including as to any representation or warranty of the Participant, which in the sole and absolute opinion of the Company, is either incapable of remedy or is not remedied within 14 days of the Company's written request to do so; and/or
 - (viii) the Company is directed by a Relevant Authority to cease any act, omission, arrangement, practice and/or procedure contemplated under these Terms; or
- (b) upon 14 days' prior written notice to the Participant.

15.2 In the event of termination of these Terms howsoever caused, and/or the termination or expiry of any Participant Account (or any part thereof), save only to the extent where prohibited by Applicable Law:

- (a) we may not be able to continue to provide any of the Platform(s) and/or Services to you. This may result in the termination of agreement(s) you have with us, and your

being in breach of your contractual obligations or undertakings. In such an event, we reserve our legal rights and remedies;

- (b) you may not be able to enter certain part(s) of the Platform(s). This may also affect your user experience while on the Platform(s);
- (c) the Participant Account, if not already terminated, shall be deemed to be forthwith terminated;
- (d) all licences granted to the Participant by the Company under these Terms shall, if not already terminated or otherwise ceased, immediately terminate;
- (e) any and all obligations of Participant to make any payment to the Company under these Terms (including without limitation the Fees) accrued up to the termination or expiry of these Terms and/or the Participant Account (or any part thereof), as the case may be, shall immediately fall due and payable;
- (f) we may withhold all EAC(s), monies, and other assets in the Participant Account until full settlement of all monies owing to us, including any Fees;
- (g) we may demand any shortfall from you after exercising our rights under these Terms and hold any excess pending full settlement of any other obligations due from you, or pay any excess to you;
- (h) we may transfer EAC(s) that we might be holding (on your behalf under a Registry Account in our name or a sub-account thereof in your name) to a Registry Account in your name;
- (i) we may liquidate and crystallise, on such terms as we may specify, the outstanding positions in relation to any Transaction, EAC (for example such EAC(s) that we may hold on your behalf under a Registry Account), or other instrument (regardless whether entered into between you and us, or by us on your behalf with a third party), at your sole risk and expense, at prevailing market prices or at such prices as we may regard as a reasonable or fair price as available from time to time, and you will be allocated, on a pro rata basis based on all your holdings applicable, the cash proceeds of such sale (if any). For the avoidance of doubt, this provision shall be without prejudice to our rights under Clause 8, for example as to a further set-off of amounts against your unpaid Fees;
- (j) Clause 9 (*Intellectual Property Rights*), Clause 12 (*Confidentiality*), 14 (*Liability and Indemnity*), Clause 15 (*Termination*), Clause 16 (*Amendment or Variation*), Clause 17 (*Notices*), Clause 18 (*General*), Clause 19 (*Governing Law and Dispute Resolution*) and those rights or obligations of the Parties in these Terms which are expressly or by implication intended to survive termination or expiry, shall survive and continue to bind the Parties, their respective successors, and assigns; and
- (k) the Participant shall (unless the Company agrees in writing otherwise) within three (3) business days from the termination or expiry of these Terms and/or the Participant Account (or any part thereof), as the case may be, howsoever caused:
 - (i) return to the Company all information, property, documents, papers and copies thereof: (1) belonging to the Company; and/or (2) received from the Company for the purpose or in the course of these Terms, which may be in Participant's possession or control; and
 - (ii) on request by the Company, securely destroy and erase all soft copies of documentation containing information referenced in sub-paragraph (i) above

that exist in hard disks, removable storage media and other storage media or facility whatsoever.

16. AMENDMENT OR VARIATION

16.1 The Company shall be entitled, at its sole and absolute discretion, and for such duration as it deems fit, to add to, withdraw, suspend, cancel, change, modify, supplement, or vary (each a "**Variation**") in whole or in part:

- (a) with 3 business days' notice to you, any of these Terms; and/or
- (b) without notice to you, any of the content, offerings, services, products and/or functionalities of the Platform(s) and/or the Services (including the mode(s), method(s) or channel(s) for accessing the same), including without limitation to impose such limitations on the access and/or use of the Platform(s) and/or the Services, including to deny you or delay your use and/or access to the Platform(s) and/or the Services, without giving any reason therefor,

and the Company shall, to the maximum extent permissible under Applicable Law, not be responsible or liable for any Losses and/or consequences suffered by you arising from or in connection with or by reason of such Variation.

16.2 If you do not accept any Variation, you shall forthwith:

- (a) cease to access and/or use the Platform(s) and/or the Services; and
- (b) request the Company to close your Participant Account.

16.3 If you or any other User use the Platform(s) and/or the Services after the effective date of such amendment or variation, you or the User (as the case may be) shall be deemed to have agreed to the same.

17. NOTICES

17.1 Each communication or document to be delivered to us shall be made in writing and sent to us at the address(es) and marked for the attention of the person(s) (if any), from time to time designated by us for the purpose of these Terms.

17.2 Each communication or document to be delivered to you shall be sent to you via such channel as we deem fit to your last known address, facsimile number, email address or other relevant number we may have in our records of you.

17.3 The initial address of the Company is:

GO NET ZERO PTE. LTD.

Address : 30 Hill Street, #05-04, Singapore (179360)
Email : contact@gonetzzero.ai
Attention : The Administrator

17.4 A demand, notice or other communication made or given one Party to another Party in accordance with this Clause 17 shall be effected and deemed to be duly served:

- (a) if it is delivered by hand, when left at the address required by this Clause;
- (b) if it is sent by prepaid post (air-mail, if international), 2 Business Days after it is posted;
- (c) if it is sent by email, on the day of despatch; or
- (d) if it is sent by courier, at the expiration of 2 Business Days after the package containing the same shall have been received by the relevant courier company.

In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail or that the email confirmation note indicates the transmission was successful or, as the case may be, that the package containing such notice or document was properly addressed and sent to the relevant courier company.

18. **GENERAL**

- 18.1 **Time of the Essence:** Time shall be of the essence in all respects of the performance of these Terms by the Participant.
- 18.2 **Assignment/Novation:** These Terms are personal to you and shall not be assigned or novated either as to the whole or any part thereof, without the prior written consent of the Company. The Company may, by notification to you, assign or novate the whole or any part of these Terms to any party. You shall be deemed to have consented to such assignment or novation, which shall be effective on the date that we notify you.
- 18.3 **Subcontracting:** You shall carry out your obligations hereunder personally. You shall not subcontract the whole or any part of your obligations under these Terms without the prior written consent of the Company.
- 18.4 **Entire Agreement:** These Terms and the documents referred to in it, embodies the entire agreement and understanding between the Parties relating to the subject matter of these Terms, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 18.5 **Force Majeure:** Save as otherwise specifically provided in these Terms, we shall not be liable for failures or delays in performing our obligations hereunder arising from any cause beyond our control, including acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods, failure of any Third Party Element, any act or omission of Third Party Provider(s), and breakdowns in electronic and computer information and communications systems ("**Force Majeure Event**") and in the event of any Force Majeure Event, the time for our performance shall be extended for a period equal to the time lost by reason of the Force Majeure Event which shall be remedied with all due despatch in the circumstances.
- 18.6 **Further Assurance:** Each Party shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to these Terms, and to give the other Party the full benefit of these Terms.
- 18.7 **No Waiver:** No failure on the part of the Company to exercise, and no delay on its part in exercising, any right or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in these Terms are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise). Any provision or breach of any provision of these Terms may be waived only

if the Company so agrees in writing. Any waiver or consent given by the Company under any provision of these Terms must also be in writing. Any such waiver or consent may be given subject to any conditions thought fit by the Company and shall be effective only in the instance and for the purpose for which it is given.

- 18.8 **Illegality and Severability:** The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The provisions of these Terms are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason, any remaining portion of that provision, and all other provisions of these Terms, shall remain valid and enforceable to the fullest extent permitted by Applicable Law in order to give effect to the Parties' intentions.
- 18.9 **No Partnership:** The Parties hereto are independent contractors, and nothing in these Terms shall create, or be deemed to create, a partnership or agency between the Parties.
- 18.10 **Third Party Rights:** A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 2001 (or other analogous rights of third parties arising under any law (regardless whether under judicial or statutory law, or under any treaty that exist or that may come to exist anywhere in the world)) to enforce any provision of these Terms.

19. **GOVERNING LAW AND DISPUTE RESOLUTION**

- 19.1 These Terms and any dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or Claims) shall be governed by and construed in accordance with the laws of Singapore.
- 19.2 Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

20. **LANGUAGE**

- 20.1 These Terms are drafted in the English language. If these Terms are translated into any other language, the English language version shall prevail.

SCHEDULE 1
PERSONAL DATA

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Applicable Law" includes the PDPA;

"Company's designees" includes without limitation the Company's employees, agents or independent contractors; and

"Data Incident" means: (a) the unauthorised access, collection, use, disclosure, copying, modification or disposal of Personal Data; or (b) the loss of any storage medium or device on which Personal Data is stored in circumstances where the unauthorised access, collection, use, disclosure, copying, modification or disposal of the Personal Data is likely to occur.

1.2 Other capitalised expressions used without definition in this Schedule shall have the meanings respectively ascribed to them in the main body of these Terms or any other Schedules.

1.3 Unless expressly stated otherwise, Participant's obligations set out under this Schedule shall be cumulative, in addition to, and without prejudice to Participant's other obligations under these Terms.

2. OBLIGATIONS OF PARTICIPANT

Consent of Participant Where Required

2.1 In respect of any Personal Data which Participant may provide to the Company or that the Company may collect from the Participant, in connection with these Terms, and to the extent that Participant's consent is required under Applicable Law, Participant hereby agrees that the Company (any/or any of the Company's designee(s)) may collect, use, disclose and/or process such Personal Data for the Company Purposes.

Consent of Individuals to Whom Personal Data Provided by Participant Relates

2.2 If Participant provides the Company (any/or any of the Company's designee(s)) with Personal Data of any individual (including, where applicable, Participant's officers, employees, independent contractors, and/or agents), Participant hereby undertakes, represents and warrants to the Company that Participant has obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her Personal Data by the Company (any/or any of the Company's designee(s)) for the Company Purposes.

Participant's Compliance with Sembcorp's Personal Information Protection Policy

2.3 In the event of any inconsistency between this Schedule and the Sembcorp's Personal Information Protection Policy, this Schedule shall prevail to the extent of the inconsistency.

Personal Data of Other Individuals

2.4 Participant hereby undertakes to the Company that Participant shall not attempt to bypass any technical measure(s) implemented by the Company to prevent Personal Data of third parties (such as other users of the Platform(s)) from being disclosed to Participant, and without

prejudice to the foregoing, if in connection with the use and/or access of the Platform(s) and/or Services, Participant comes into contact with any Personal Data of third parties, Participant agrees and undertakes, and shall procure that all Participant's personnel agree and undertake to the Company as follows:

- (a) such contact shall be deemed to be a Data Incident;
- (b) Participant and Participant's personnel shall only handle such Personal Data strictly for the performance of its obligations under these Terms;
- (c) Participant shall not without the Company's prior written consent independently collect, process, use or disclose nor permit the collection, processing, use or disclosure of such Personal Data unless required to do so by Applicable Law (and in such case Participant shall inform the Company of such legal requirements in advance, to the extent permitted by such Applicable Law), and to the extent that Participant so collects, uses or discloses such Personal Data, Participant shall at Participant's own expense ensure that all such collection, processing, use or disclosure is in compliance with Applicable Law;
- (d) Participant shall keep all such Personal Data confidential and not disclose such Personal Data to any person unless:
 - (i) Participant has obtained the Company's prior written consent, which consent may be subject to such terms and conditions that the Company may specify; or
 - (ii) such disclosure is made in response to a valid court order, to the extent legally required in response to a request from a law enforcement agency or in order to comply with Applicable Law, in which case, to the extent permitted by Applicable Law, Participant shall immediately notify the Company when Participant becomes aware that such disclosure of such Personal Data may be required;
- (e) to the maximum extent not prohibited by Applicable Law, Participant shall:
 - (i) in relation to Personal Data handled on the Platform and/or as part of the Services, without undue delay (and in any event no later than 24 hours) notify the Company of:
 - (A) any complaint by, or request received from, any individual, or any supervisory authority or agency in relation to the Personal Data (including without limitation any access, correction, data portability or similar requests); and/or
 - (B) any investigation by any supervisory authority or agency in relation to any Data Incident (as hereafter defined); and
 - (ii) provide such information as required by Applicable Law, or otherwise as the Company may reasonably request, in relation thereto (including without limitation information required to verify the nature and veracity of the complaint and/or request, as the case may be);
- (f) in respect of any Data Incident, including without limitation in respect of any Data Incident: (A) that results in or is likely to result in significant harm to the individual to whom the information relates (including without limitation as may be prescribed under the Personal Data Protection (Notification of Data Breaches) Regulations 2021); (B)

that is or is likely to be of a significant scale (including without limitation any Data Incident involving Personal Data of 500 or more individuals):

- (i) Participant shall, at its own expense, and to the maximum extent not prohibited by Applicable Law, notify the Company of the same and without undue delay (and in any event no later than 24 hours upon becoming aware of the Data Incident or having reason to suspect the Data Incident, which is the earlier) and provide all information and assistance the Company may require in connection with such Data Incident and any Claim, allegation, action, proceeding, undertaking process, expedited decision, or litigation with respect thereto, including complying with the Company's directions and all reporting and notification requirements under Applicable Law, which shall minimally include the following information:
 - (A) extent of the Data Incident;
 - (B) type and volume of Personal Data involved;
 - (C) cause or suspected cause of the Data Incident;
 - (D) whether the Data Incident has been rectified;
 - (E) measures and processes that Participant had put in place at the time of the breach;
 - (F) whether affected individuals of the Data Incident were notified;
 - (G) type of harm and impact the affected individuals may suffer from the compromised Personal Data; and
 - (H) contact details of persons whom the relevant supervisory authority could contact for further information or clarification; and
- (ii) Participant shall adhere to and implement the steps set out in any incident response plan (as may be notified to Participant), and shall not without the Company's prior written consent make any reports to any supervisory authority (unless required under Applicable Law, in which case Participant shall notify the Company without undue delay of any such reports). Participant shall unless prohibited under Applicable Law provide to the Company a copy of any report submitted to the relevant supervisory authority by Participant.

Processing and Transfer Limitation

2.5 Where the Company provides or otherwise makes available any Personal Data to Participant in connection with the Platform(s) and/or Services, Participant shall:

- (a) unless the Company consents in writing otherwise (which may be subject to such terms and conditions as the Company may specify), only collect, use, disclose and/or process such Personal Data strictly for the performance of Participant's obligations under these Terms; and
- (b) not transfer any Personal Data to a country or territory outside Singapore without the Company's prior written consent (which may be subject to such terms and conditions as the Company may specify), and if the Company so consents in writing, ensure in any event that:

- (i) any such transfer of Personal Data by Participant shall be in accordance with:
(A) the Company's documented written instructions; and (B) all requirements prescribed under Applicable Law; and
- (ii) the recipient provides a standard of protection to Personal Data so transferred that is comparable to the protection required to be provided to that Personal Data under the PDPA.

SCHEDULE 2
EAC SPECIFICATIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Applicable Programme" in relation to an EAC, means any programme, scheme or organisation (as may be approved by the Company from time to time) with respect to which exists a market, registry and/or reporting standard for particular Environmental Attributes, including any and all certification, validation, standards, and or requirements established thereunder, adopted by the Approved Provider recognising the EAC;

"Approved Provider" means any entity particularised in Annex A (*Approved Providers*) hereto, including all supplements, variations, amendments and modifications made thereto by the Company from time to time;

"Environmental Attributes" means any and all environmental or other attributes as may exist from time to time that differentiate an energy output from other energy generated by non-renewable sources, and any and all grants, credits, rebates, incentive payments, benefits, entitlements, emissions reductions, offsets, and allowances, howsoever entitled and of any kind, generated by or attributable to that energy output, including without limitation:

- (a) the protection, conservation or enhancement of the environment and/or biodiversity;
- (b) greenhouse gas reductions;
- (c) displacement of conventional energy generation;
- (d) any avoided emissions of pollutants to the air, soil or water, such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants designated by any government agency of competent authority;
- (e) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases that have been determined by any government agency of competent authority, the United Nations Intergovernmental Panel on Climate Change, or otherwise by Applicable Law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;
- (f) resulting from the compliance of an energy output with the rules and standards of the United Nations Framework Convention on Climate Change, the Kyoto Protocol, or crediting "early action" with a view thereto; and
- (g) carbon credits.

1.2 Other capitalised expressions used without definition in this Schedule shall have the meanings respectively ascribed to them in the main body of these Terms or any other Schedules.

1.3 Unless otherwise expressly stated, Participant's obligations set out under this Schedule shall be cumulative, in addition, and without prejudice to Participant's other obligations under these Terms.

1.4 The Annexures shall form part of this Schedule and have the same force and effect as if expressly set out in the body of this Schedule.

2. ADDITIONAL SPECIFICATIONS

2.1 The Applicable Programme(s) approved by the Company for the purposes of these Terms shall be as particularised at www.gonetzzero.ai (or accessible via such other means as may be designated by the Company from time to time, and as may be amended from time to time).

2.2 In relation to renewable energy certificates, 1 unit of EAC shall certify Environmental Attributes associated with 1 megawatt hours of renewable energy output, as verified in accordance with the Applicable Programme. For example, 0.1 unit of a renewable energy certificate shall certify Environmental Attributes associated with 0.1 megawatt hours of renewable energy output.

2.3 In relation to carbon credits or offsets, 1 unit of EAC shall certify Environmental Attributes associated with (1) metric tonne of CO₂ equivalent, as verified in accordance with the Applicable Programme. For example, 0.1 unit of a carbon credit or offset shall certify Environmental Attributes associated with 0.1 metric tonne of CO₂ equivalent.

ANNEX A TO SCHEDULE 2

APPROVED PROVIDERS

For the purposes of Clause 1.1 of Schedule 2 (*EAC Specifications*), Approved Providers shall be the following:

- the Company;
- Tradable Instrument for Global Renewables (TIGR) Registry (<https://apx.com/about-tigr/>);
- I-REC Standard (www.irecstandard.org);
- Verra Registry (<https://registry.verra.org/>);
- Gold Standard (<https://www.goldstandard.org/>);
- Global Carbon Council (<https://www.globalcarboncouncil.com/>);

as well as such other provider(s) as the Company may from time to time designate as an "Approved Provider" in the SOP Documents.

SCHEDULE 3
TRANSACTION TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Buyer" in relation to a Transaction, means the buyer or transferee of EAC under that Transaction;

"Delivery" means:

(a) transfer from Seller to Buyer of the amount of EAC(s) specified pursuant to a Transaction; or

(b) Seller's delivery to Buyer of a Transfer Record,

each in the manner as may from time to time be prescribed by the Company, such that the transferee will have the exclusive rights to make all claims in respect of the EAC, including without limitation Reporting Rights or similar, whether under the Applicable Programme or otherwise;

"Purchase Order" means the form (as may be prescribed on the Platform(s) and/or by the Company from time to time) for use by Participants to effect a Transaction;

"Purchase Price" means the price to be paid for a particular Delivery of EAC in a Transaction;

"Registry Account" means an account or sub-account opened with an Approved Provider that is capable of holding and transferring EACs;

"Reporting Rights" in relation to a EAC, means the right to report and register the exclusive ownership of the Environmental Attributes associated with that EAC to any agency, registry or third party pursuant to an Applicable Programme;

"Retired" in relation to a EAC, has the meaning ascribed to it in Clause 7.1 of this Schedule, and "Retirement" and "Retire" shall be construed accordingly;

"Seller" in relation to a Transaction, means the seller or transferor of EAC under that Transaction; and

"Transfer Record" means:

(a) an attestation, record of ownership transfer, or other document evidencing delivery of a EAC pursuant to a Transaction; and

(b) which satisfies: (i) the requirements of an Applicable Programme; and (ii) such other requirements which may be prescribed by the Company in relation thereto from time to time.

1.2 Where the provision number is stated without a description of any document, then it refers to the provision so numbered in the document where the reference appears.

1.3 Other capitalised expressions used without definition in this Schedule shall have the meanings respectively ascribed to them in the main body of these Terms or any other Schedules.

1.4 Unless otherwise expressly stated, Participant's obligations set out under this Schedule shall be cumulative, in addition, and without prejudice to Participant's other obligations under these Terms.

2. **REGISTRY ACCOUNT(S)**

- 2.1 We shall have the right at any time and without prior notification therefor to: (A) refuse to accept any Approved Provider's services (including the opening of Registry Account(s) with them) as eligible for use in connection with the Platform(s) and/or the Services; and/or (B) immediately suspend or terminate the availability of such services, at our sole and absolute discretion.
- 2.2 To enable us to execute your Platform Instructions in connection with any Transaction, or otherwise make available the Platform(s) and/or the Services to you, you shall, as we may from time to time require:
- (a) if you are an account holder with an Approved Provider:
 - (i) provide us with the registration and other reference details for your Registry Account(s); and
 - (ii) authorise the Approved Provider to provide us with any information it has on record which may be required by us in order to comply with Applicable Law; and
 - (b) if you are not an account holder with an Approved Provider, you agree and acknowledge that:
 - (i) you authorise us to (1) hold your EACs within our Registry Account in your name and on your behalf; and/or (2) open Registry Account(s) in our name to hold EAC(s) in sub-account(s) on your behalf;
 - (ii) as a condition of your use and/or access of the Platform(s) and/or Services, you may be required to first link your Participant Account with one or more Registry Account(s) as we and/or the Approved Provider may designate;
 - (iii) the fullest extent of our obligations in connection with any such Registry Account is to only facilitate the making available of the Registry Account to you on a pass-through basis, "as is", "as available" and "as received" by us. Any such Registry Account is the sole responsibility of the relevant Approved Provider, and is provided by such Approved Provider as principal. We neither own nor operate such Registry Account, and we shall have no obligations in respect of the Approved Provider's due performance;
 - (iv) you shall be bound by the prevailing terms and conditions, instructions, procedures and directions as we and/or the Approved Provider may from time to time specify to you. Without limiting the generality of the foregoing, your selection of any Approved Provider and the corresponding Registry Account(s) are subject to: (i) availability and location serviceability from time to time; (ii) these Terms; and (iii) any additional terms and conditions as we and/or the Approved Provider may specify to you; and
 - (v) we expressly disclaim and do not make any guarantee, representation, warranty, condition, term or undertaking of any kind, whether express or implied, statutory or otherwise, relating to or arising from, the access to or use of any Registry Account, any security measures, security features and/or measures of any Approved Provider, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and/or compliance with description. We do not represent or warrant that: (i) any Registry Account will meet your requirements; (ii) any Registry Account will always be available, accessible, function or interoperate with any network infrastructure, system or such other services as we may offer from time to time;

and/or (iii) your use of any Registry Account will be uninterrupted, timely, secure or free of any malware or error.

- 2.3 You shall at all times promptly provide us with any information (including without limitation corporate, payment processing, transactional or other information) that we and/or any Approved Provider requires for the purposes of making available or using any of such Approved Provider's Registry Account in connection with the Platform(s) and/or the Services, facilitating any Transaction, meeting any request from the Approved Provider, fulfilment of obligations to us and/or the Approved Provider, addressing or investigating any feedback complaints, Claims, disputes or fraudulent activities, for us to perform credit risk, security, qualification, regulatory and compliance tasks and other reviews related to the provision of the Services, or for such other purposes relating or relevant to the aforementioned or as may be expressly notified to you by us from time to time, and you further agree that such information may be disclosed to the relevant Approved Provider for any such purposes. You agree and acknowledge that all information so provided by you to us shall comply with all formats, specifications, protocols and requirements as informed by us from time to time.
- 2.4 Unless agreed otherwise in writing by us, we shall not be obliged to pay fees or other monies to any Approved Provider on behalf of you in connection with the completion, execution, and/or settlement of each Transaction relating to EAC(s) held with the Approved Provider, which shall be payable by you in accordance with the terms and conditions specified by the Approved Provider in connection therewith.

3. TRANSACTIONS

- 3.1 In issuing a Platform Instruction in relation to any Transaction, you irrevocably and unconditionally agree that you do so at your sole risk, and the Purchase Price may not necessarily be the best available on the market.
- 3.2 You agree, acknowledge, and undertake that:
- (a) you shall not, and shall not attempt, to enter into any Transaction in respect of any EAC which has been Retired; and
 - (b) unless we specify otherwise in writing in respect on any particular Transaction, all Transactions shall be settled in the US Dollar.
- 3.3 You hereby undertake, represent and warrant to us that you have the legal right to offer and/or transact in respect of each Transaction on or through the Platform(s) in accordance with these Terms, and that you shall obtain all necessary Consents to do so.
- 3.4 We shall have the right, in our sole and absolute discretion, to correct, reverse or cancel any transaction (including any Transaction) or activity with respect to which we discover that there was an error or abnormality, whether such error or abnormality was caused by you, us or any third party or due to technical issues, system or system design issues, operational issues, software failure or otherwise.
- 3.5 **We shall be entitled (but shall not be obliged) to assume the role of the counterparty to any Transaction in respect of which we have been issued a Platform Instruction to effect on your behalf, or in respect of which we are under a duty to effect on your behalf. Unless required by Applicable Law, we shall not be obliged to inform you whether any such Transaction has been effected with us acting as the counterparty and we shall be absolutely entitled to all gains, profits and benefits derived from any such Transaction.**
- 3.6 Notwithstanding that you may as between yourself and a third party be effecting Transactions for and on behalf of such third party, as between you and us, you shall be deemed to be and

are transacting as sole principal. You acknowledge, undertake and agree to always be liable for such Transactions.

- 3.7 You hereby authorise us (with full rights of substitution) to be your true and lawful attorney with full authority in your name to do on your behalf as your acts and deeds all things which you could have done for the purposes of:
- (a) carrying out Transactions in connection with your Platform Instruction; and/or
 - (b) discharging any of your obligations in connection with your Platform Instruction.

You agree and undertake that registration of this power of attorney in any jurisdiction may be effected on your behalf by us at your expense, and you further undertake to ratify and confirm (and hereby ratify and confirm) all and whatsoever we may do pursuant to such power of attorney.

- 3.8 You hereby authorise us (but we shall not be obliged) to do (or refrain from doing) any act or thing which in our sole discretion is necessary to preserve the integrity or security of any Transaction, monies or other interests held in any Participant Account and/or to protect your and/or our reasonable interests.
- 3.9 You shall not acquire any rights in respect of Intellectual Property Rights of the Company or any Approved Provider (including without limitation any of their respective names, logos or marks), nor in relation to any transactional or other data arising in connection with any Transaction.

4. RECORD OF TRANSACTIONS AND YOUR INTERESTS

- 4.1 You shall be bound by all electronic communications, messages, documents and records generated by the Platform(s) as may be updated from time to time, regardless whether situated in or outside of Singapore, in respect of:
- (a) any transaction (including any Transaction); and/or
 - (b) your legal and beneficial interests in connection with any EAC,

and any and all such electronic communications, messages, documents and records shall be deemed to be valid, accurate and authentic, and final, conclusive and binding on you for all purposes.

5. LISTING REQUEST

- 5.1 You may request for us to list EAC(s) for sale on a Platform, and we may in our sole and absolute discretion accept or reject any such listing request. Where we accept a listing request from you:
- (a) you shall submit the listing in the form and manner as we may prescribe, and procure that it contains such information (and in such formats) as we may specify;
 - (b) we may require that any or all Transactions be entered into between you and the Buyer on such terms as we may from time to time prescribe;
 - (c) where you indicate a listing price, it is not the Purchase Price until and unless we in our sole and absolute discretion accept it as the Purchase Price and specify the same to you;

- (d) we may require that your listing on our Platform(s) be exclusive to us for a period that we may specify to you ("**Exclusivity Period**") such that for the duration of the Exclusivity Period you shall not sell the listed EAC(s) or otherwise place listings of the EAC(s) on other channels, and if we so require, you shall be liable and under an obligation to us to account to us for any benefit received by you from selling the listed EAC(s) to others and/or placing listing(s) of the EAC(s) on other channels;
- (e) you shall procure (and we shall not be responsible nor obliged to verify) the accuracy and correctness of the figures, information and data that you insert in the listing;
- (f) you agree and acknowledge that:
 - (i) we shall, in our sole and absolute discretion, be entitled to:
 - (A) curate the listings which you are permitted to place, and require you to comply with such additional terms applicable to any listing from time to time;
 - (B) prohibit you from placing particular listing(s); and/or
 - (C) remove any of your listings at any time and without prior notice to you;
 - (ii) listings shall remain open in our order books until such time as such listings are removed in accordance with the GNZ Operating Procedure;
 - (iii) unless we agree otherwise in writing, once we notify you that the listing is matched with a Buyer, the listing (including without limitation as to the Purchase Price and/or number of units of EAC(s) listed) cannot be cancelled or reversed, and you shall be bound by the Transaction thereby executed;
 - (iv) notwithstanding that we may send you notification confirming the matching of your listing with a Buyer, the fulfilment of the Transaction shall be subject always to: (i) our receipt of monies amounting to the Purchase Price from the Buyer; (ii) where we assume the role of the counterparty, your Delivery to us of the listed EAC(s) to our satisfaction; and (iii) you in any event having good and marketable title to the listed EAC(s) and holding sufficient units of the EAC to fulfil the listing; and
 - (v) you shall bear the risk of erroneous or fraudulent transactions in connection with any or Transaction, and all Losses related thereto; and
- (g) you undertake, represent and warrant to us that:
 - (i) you own the EAC, are able to meet the listing, and hold sufficient units of the EAC to fulfil the listing;
 - (ii) the EAC meets the requirements of the Applicable Programme;
 - (iii) the EAC has not been (and will not on the settlement date of the Transaction have been) sold to, marketed to or otherwise claimed by a third party;
 - (iv) the EAC has not been (and will not on the settlement date of the Transaction have been) used to meet renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate in any jurisdiction, whether by you or by another person;

- (v) all rights, title and interests in and to the EAC are free and clear of Encumbrances;
- (vi) the listing and its fulfilment shall comply with Applicable Laws and these Terms;
- (vii) you shall disclose all material terms of the listing (including without limitation its Environmental Attributes), and accurately communicate and not misrepresent the nature of the EAC(s) involved and the price(s) thereof;
- (viii) you shall not place any listing in a manner that is unfair, deceptive, or exposes us and/or Buyers to unreasonable risks;
- (ix) in all dealings with Buyer(s) in connection with the listing, you shall at all times represent yourself as a separate entity from us; and
- (x) where you request, and we in our sole and absolute discretion accept your request, to publish a provisional listing expressing your interest to sell certain EAC(s) on the Platform, you shall promptly remove (or otherwise promptly request for us to remove) such provisional listing where the listing does not satisfy sub-paragraphs (i), (ii) and (iv) to (ix) of the foregoing.

5.2 You shall not, and shall not attempt, to sell or transfer any EAC in any Transaction unless:

- (a) you have good and marketable title to the EAC(s) to be transferred under that Transaction;
- (b) you have ensured that the relevant EAC is available for Delivery and will constitute good Delivery thereof on the settlement date of the Transaction (as set out in the Purchase Order); and
- (c) all rights, titles and interests in and to the EAC(s) to be transferred to the Buyer under that Transaction are free of Encumbrances.

5.3 If you attempt to sell or transfer any EAC in any Transaction, and Delivery is not made on the settlement date of the Transaction, we shall (subject to Applicable Law) have the right to buy-in immediately and bill you for the difference. We may (but shall not be obliged to) exercise this right on any calendar day after the calendar day on which the right to buy-in first arose. We shall not be liable to you for any Losses suffered as a result of any rise in the price (regardless whether Purchase Price or market price) of the EAC between the time the right to buy-in arose and the time we actually buy the EAC. In addition, you shall pay us such Fees which we may charge for each calendar day settlement is delayed.

5.4 We may from time to time in our sole and absolute discretion make available functionalities on the Platform(s) allowing for you to list EAC(s) on the Platform(s) with the listing price subject to the results of an automated auction mechanism where Buyers may submit bids for the price ("**Auction Features**"), subject always to our acceptance of the listing request (in our sole and absolute discretion). Auction Features are made available to you via the Platform(s) are on an "AS IS" basis only, and if you activate any such functionalities (regardless whether you specify any particular criteria in connection therewith) we do not make any warranties as to accuracy, adequacy, completeness, timeliness, currency, reliability, performance, security, fitness for a particular purpose or that your criteria will be met (whether in whole or in part), continued availability, or inter-operability with other systems or services in connection with such functionalities, and you hereby agree to be bound by the results generated by the Auction Features.

6. **PURCHASE REQUEST AND SETTLEMENT**

6.1 You may request for us to place an order for you in respect of any listings of EAC(s) that we may determine to make available to you on our Platform(s) from time to time, and if we in our sole and absolute discretion accept your request:

- (a) we may indicate the status of your order placement as "order pending" (or words to similar effect as we may designate), and for so long as this status is active, without prejudice to other rights or remedies we may have under these Terms, we may at any time cancel your order placement without giving you any reason therefor;
- (b) where a listing price is indicated in the listing, it is not the Purchase Price until and unless we in our sole and absolute discretion accept it as the Purchase Price and specify the same to you;
- (c) if we determine to update the status of your order placement to "payment pending", you shall from the time of status update be liable to make payment of the Purchase Price and such Fees we may charge in such manner and to such account(s) as may from time to time be prescribed by us; and
- (d) notwithstanding that we may send you notification confirming your order placement, the fulfilment of the Transaction shall be subject always to: (i) receipt of payment of the monies owing to us as described in sub-paragraph (c) above to our satisfaction; (ii) where we assume the role of the counterparty, Delivery to us of the listed EAC(s) to our satisfaction; and (iii) Seller in any event having good and marketable title to the listed EAC(s) and holding sufficient units of the EAC to fulfil the listing.

6.2 You agree, acknowledge, and undertake that:

- (a) subject to Clause 6.2(b) below, none of Seller's rights, title and interests in the EAC shall pass to Buyer until the completion of the Delivery, whereupon all rights, title and interest in and to the EAC, including the exclusive right to use that EAC in any Applicable Programme (including Reporting Rights applicable to that EAC), shall transfer to and vest in Buyer, regardless: (i) whether that EAC and/or any Environmental Attribute thereof constitutes property; and (ii) whether the relevant Purchase Order expressly specifies that the EAC is eligible for any particular Applicable Programme; and
- (b) where, in respect of any EAC, Buyer fails to make payment of the Purchase Price to Seller and/or to us in such manner and to such account(s) as may from time to time be prescribed by the Company, then notwithstanding the any completion of Delivery of the EAC:
 - (i) all rights, title and interests in the EAC (including the exclusive, right to use that EAC in any Applicable Programme, including Reporting Rights applicable to that EAC) shall be deemed to remain vested in Seller and not transferred to Buyer *ab initio*; and
 - (ii) the Company shall have the right to record: (1) any Transaction or Delivery of such EAC as being reversed; and (2) that all rights, title and interests in the EAC vests in Seller, and any such record by the Company shall be final, conclusive and binding on you and every other Participant.

7. RETIREMENT

7.1 You may request for us to retire EAC(s) that we hold on your behalf, and if we in our sole and absolute discretion accept your request, you agree and acknowledge that each such EAC shall be retired according to the requirements of the Applicable Programme and other specifications prescribed by the Company from time to time ("**Retired**").

- 7.2 Each Participant agrees and acknowledges that upon Retirement of any EAC:
- (a) such EAC shall immediately cease to represent any Environmental Attributes;
 - (b) the Participant represents, warrants, and undertakes that:
 - (i) it is Retiring such EAC permanently; and
 - (ii) neither it nor any third party has any further rights to take the benefit of such EAC nor the underlying Environmental Attributes certified by the EAC; and
 - (c) the Company shall have the right to record the Retirement of any EAC, and any such record by the Company as to such Retirement shall be final, conclusive and binding on you and every Participant.

8. TRANSACTION LIMITS

- 8.1 We shall have the right in our sole and absolute discretion (without giving any reason therefor, and without notice to you) to impose any Transaction limits from time to time, including without limitation such limits on the contract size in respect of any Participant Account, and you shall not exceed such limits. For the avoidance of doubt, if Applicable Law sets out limits which are more generous than the limits imposed by us, you shall comply with our limits unless prohibited by Applicable Law.

9. REPRESENTATION AND WARRANTIES

- 9.1 You represent and warrant that you have made your own independent decision: (a) to enter into each transaction (including any Transaction) on or through the Platform(s) and/or the Services; and (b) as to whether such transaction is appropriate or proper for you, based upon your own assessment and judgment, as well as any advice from such advisors as you deem necessary, and not in reliance upon any view, communication and/or representation by or from us.

ANNEX A TO SCHEDULE 3

FEE SCHEDULE

Platform Basic Subscription fees (Annual):

Asset Owners: SGD 5,000 per asset (where the asset if pertaining to generation of RECs can be a single device, or if bundled not exceeding 2MWp and not exceeding a total of more than 10 single devices unless mutually agreed)

Buyer account: SGD 5,000 per account (maximum 3 users per account)

Other fees:

Registration: per applicable Approved Provider prevailing fees

Issuance: per applicable Approved Provider prevailing fees

Transfer: per applicable Approved Provider prevailing fees

Retirement: per applicable Approved Provider prevailing fees

Any other applicable Approved Provider fees per applicable Approved Provider prevailing fees

Seller on-platform transaction fee: 2% of selling price

Buyer on-platform transaction fee: 5% of selling price