

VARO GENERAL TERMS AND CONDITIONS THG QUOTA TRADING

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1. Preamble

- 1.1. The following General Terms and Conditions THG Quota Trading ("GT&Cs") are applicable to all transactions regarding the sale and purchase of greenhouse gas emission quotas under Sections 37a et seqq. of the German Federal Immission Control Act (Bundesimmissionsschutzgesetz – "BImSchG") ("THG Quota") agreed between (i) the legal entity referred to in the deal sheet (the "Deal Sheet") and affiliated with the Varo-group ("VARO") and (ii) the other party, the details of which are set forth in the Deal Sheet. VARO and the other Party may also each be referred to as "Party" and together as "Parties".
- 1.2. The Deal Sheet and the GT&Cs jointly constitute the entire agreement (the "Agreement") between the Parties.
- 1.3. In the event of any conflict or inconsistency between the Deal Sheet and the GT&Cs, the Deal Sheet shall prevail and take precedence over the GT&Cs.

2. Obligations of the Parties

- 2.1. The Parties are obliged, in accordance with the Agreement, to either fulfil all legal and contractual obligations themselves or to ensure that they are fulfilled by a third party in order to achieve the fulfilment of the greenhouse gas reduction obligation.
- 2.2. The Parties are aware that pursuant to Section 37a (6) or (7) BImSchG a written agreement ("Written Agreement for Submission to the Competent Authority") has to be concluded to transfer THG Quota. The Parties therefore confirm that two contractual layers exist. The fact that a Written Agreement for Submission to the Competent Authority is only concluded at a later stage will not be used by either Party to challenge the conclusion of the Agreement containing the obligation to conclude such Written Agreement for Submission to the Competent Authority.
- 2.3. If the Agreement is concluded directly between VARO and the other Party, the Parties are obliged to conclude a Written Agreement for Submission to the Competent Authority upon conclusion of the Agreement.
- 2.4. In the event that VARO or the other Party acts as an intermediary for a third party (not a third party within the meaning of Section 37a (6) or (7) BImSchG) who either wishes to fulfil a greenhouse gas reduction obligation as a third party (within the meaning of Section 37a (6) or (7) BImSchG) or who wishes to have its greenhouse gas reduction obligation assumed by a third party (within the meaning of Section 37a (6) or (7) BImSchG) ("Third Party Involvement"), the Parties undertake to ensure that a Written Agreement for Submission to the Competent Authority is concluded between the relevant Party and the third party.
- 2.5. The obligation to conclude a Written Agreement for Submission to the Competent Authority as specified in clauses 2.2, 2.3 and 2.4 of these GT&Cs must be fulfilled by no later than 30 (thirty) calendar days prior to the deadline for the submission of such Written Agreement for Submission to the Competent Authority. The deadline for the submission of such Written Agreement for Submission to the Competent Authority is defined in Section 37c (1) sentence 1 BImSchG ("Submission Deadline"). The granting of an extension of the deadline in sentence 1 of this clause requires the mutual written consent of both Parties.
- 2.6. Should the Written Agreement for Submission to the Competent Authority not be concluded and submitted to the competent authority within the Submission Deadline, all obligations (in particular the obligation to pay the agreed remuneration) shall nevertheless remain effective, unless the Party asserting a claim under the Agreement is solely or predominantly responsible for the non-conclusion and/or non-submission of the Written Agreement for Submission to the Competent Authority.

3. Identity of the third party, rejection of the third party

- 3.1. In the event of a Third Party Involvement, the Party entitled to nominate the third party shall notify the other Party of the identity of the third party without delay after the conclusion of the Agreement, but no later than 60 (sixty) calendar days prior to the Submission Deadline following the calendar year of obligation specified in the Deal Sheet in line with the definition in Section 37 (1) sentence 1 BImSchG ("Year of Obligation").
- 3.2. The Party nominating the third party must ensure and warrants that the third party is neither directly nor indirectly subject to any sanctions implemented by the United States of America, the United Kingdom, the European Union and/or Switzerland. Any nomination that does not comply with the aforementioned obligation will be deemed invalid, without the need for rejection.

- 3.3. The other Party shall be entitled to reject the third party named to it within 5 (five) calendar days after receipt of the notification, but only if it is not permitted to enter into contractual relationships with the third party due to internal KYC (Know Your Customer) requirements (such as but not limited to adverse media directly or indirectly related to such third party and/or ongoing allegations/investigations for bribery and/or money laundering against the third party or any of its directors or affiliates).
- 3.4. If the other Party rejects a third party nominated to it, it shall provide reasonable details and the Party that nominated the third party shall notify the other Party of another third party. If the other Party also rejects the second third party nominated to it (again providing reasonable details) for the reason and within the period specified in sentence 4 of clause 3.1 of these GT&Cs, the Party that nominated the second third party shall notify the other Party of a further third party. If the other Party also rejects this third party for the reason and within the period specified in sentence 4 of clause 3.1 of these GT&Cs (again providing reasonable details), the rejecting Party shall fully indemnify the Party that nominated the third parties against all damages, expenses and other disadvantages resulting from the rejection.

4. Remuneration

- 4.1. The Party named as the buyer (as per the Deal Sheet) shall pay the Party named as the seller (as per the Deal Sheet) the agreed remuneration. It is clarified that the remuneration is always paid for the single accountable quantity of metric tonnes of CO₂ equivalent according to the Written Agreement for Submission to the Competent Authority. Any multiple accounting within the scope of the obligations under Section 37a BImSchG is the sole responsibility and risk of the buyer (as per the Deal Sheet). If fuels qualifying for multiple accounting are used for the fulfillment of the quota obligation, the seller (as per the Deal Sheet) has to ensure that it or any third party nominated as per clause 3 of these GT&Cs by it, provides the competent authority and the buyer (as per the Deal Sheet) with a copy of the corresponding proof of sustainability.
- 4.2. Payments shall be made in the first quarter of the calendar year following the Year of Obligation. The payment claim is due and payable 14 (fourteen) calendar days after
- a) the sending of the Written Agreement for Submission to the Competent Authority by the seller (as per the Deal Sheet) to the competent authority pursuant to Section 37c (1) sentence 6 BImSchG,
 - b) the sending of further necessary documents by the seller (as per the Deal Sheet) in accordance with clause 6 of these GT&Cs in accordance with the fulfilment option and
 - c) receipt of the proper invoice issued by the seller (as per the Deal Sheet) to the buyer (as per the Deal Sheet).
- 4.3. The receipt of payment on the bank account of the seller (as per the Deal Sheet) is decisive for timely payment.
- 4.4. If and to the extent that fuels placed on the market by the third party under the selected fulfilment option are treated as if the buyer (as per the Deal Sheet) had placed them on the market itself (inclusion in the reference value and in the calculation of the actual emissions for the buyer (as per the Deal Sheet)) and the accountable quota or the net greenhouse gas reduction quantity is therefore lower than the quantities placed on the market, the remuneration is only paid for this reduced net greenhouse gas reduction quantity.

5. Non-fulfilment of the quota obligation / contractual penalty

- 5.1. If a Party breaches its obligations under clause 2, 4 or 6 of these GT&Cs and this breach results in the non-occurrence of the contractually agreed transfer of the THG Quota in part or in full (regardless of the constellation), the other Party may impose a contractual penalty of up to 150% (one hundred and fifty percent) of the value of the Agreement (= amount of the quota fulfilment in metric tonnes of CO₂ equivalent that could not be transferred multiplied by the remuneration per metric ton of CO₂ equivalent (as per the Deal Sheet)) at its reasonable discretion, unless the Party breaching its contractual obligation is not responsible for the breach. The competent arbitral tribunal may change the amount of the contractual penalty if it is not equitable. Regardless of the claim to pay a contractual penalty, the claiming Party may in addition still claim damages from the breaching Party, if it incurred damages which are higher than the contractual penalty. However, if the breaching Party proves that the claiming Party did not incur any actual damages or that the actual damages are significantly lower than the contractual penalty, the contractual penalty is reduced to the respective amount.
- 5.2. If the competent authority does not accept the THG Quota in part or in full, the Parties shall use their best endeavours to convince the competent authority to accept the THG Quota.

- 5.3. If one of the Parties wanted to transfer its greenhouse gas reduction obligation to a third party by purchasing THG Quota and this transfer does not materialise due to the fault of the other Party, the Party wanting to transfer the greenhouse gas reduction obligation is entitled to procure a replacement exclusively for the relevant Year of Obligation in accordance with Sections 37a et seq. BImSchG. If replacement procurement is not possible or not possible with reasonable effort, the other Party shall, in addition to any other damages, reimburse the amount that is imposed on the Party obliged to fulfil the quota (cf. Section 37c (2) sentence 5 BImSchG) in accordance with Section 37c (2) BImSchG by the competent authority as a result of the non-occurrence of the contractually agreed transfer of the THG Quota. It is clarified that the amount imposed on the Party by the competent authority shall not count towards the contractual penalty pursuant to clause 5.1 of these GT&Cs.
- 5.4. Clauses 5.1 - 5.3 of these GT&Cs shall apply accordingly if, due to the non-fulfilment of ancillary obligations pursuant to clause 6 of these GT&Cs, the THG Quota (as per the Deal Sheet) are not recognised in full or in part in favour of the buyer (as per the Deal Sheet).

6. Ancillary obligations of the parties

- 6.1. Each Party undertakes to keep all necessary records and other suitable documents for the fulfilment of the quota obligation ready for proof at any time.
- 6.2. The Parties undertake to ensure that the competent authority pursuant to Section 37c (1) sentence 4 or sentence 6 BImSchG is duly notified of the assumed fulfilment of the quota obligation by the expiry of the Submission Deadline by sending the signed Written Agreement for Submission to the Competent Authority.
- 6.3. If the selected fulfilment option is an offsetting of electromobility, the Parties undertake, in addition to clause 6.2 of these GT&Cs, to ensure that the certificate from the Federal Environment Agency on the amount of electricity withdrawn is sent to the Party obliged to fulfil the quota.
- 6.4. If the selected fulfilment option is a crediting of renewable electricity-based fuels, the Parties undertake, in addition to clause 6.2 of these GT&Cs, to ensure that the certificate from the Federal Environment Agency on proof of fuel production from electricity is sent to the competent authority. The seller (as per the Deal Sheet) also undertakes to send proof of the quantities placed on the market, the manufacturer's declaration and the proof of origin to the competent authority and the buyer (as per the Deal Sheet).
- 6.5. If the selected fulfilment option is a crediting of biofuel placed on the market or advanced fuel placed on the market within the meaning of Section 14 (1) sentence 1 of the 38th BImSchV, the seller (as per the Deal Sheet) undertakes, in addition to clause 6.2 of these GT&Cs, to ensure that the biofuel property can be proven in accordance with Section 4 of the 36th BImSchV and to keep available all documents and records (e.g. manufacturer's declaration, test reports) required for proof and to provide these at any time upon request to the Party obliged to fulfil the quota and/or the competent authority pursuant to Section 37d BImSchG. This also applies to proof of sustainability within the meaning of Section 37d (3) BImSchG in conjunction with the Biofuel Sustainability Ordinance of 30 September 2009 (Biokraft-NachV) in the currently valid version by means of proof of sustainability or partial proof of sustainability.
- 6.6. In addition, the Parties undertake, in accordance with their contractual obligations, to take samples at the request of the quota holder and/or the competent authority and to have them analysed for the standard parameters necessary to prove the biofuel property and to submit the corresponding certificates of analysis or test results to the quota holder and/or the competent authority on request.
- 6.7. If it becomes apparent to one Party that it will not be able to fulfil the notification obligation under clause 6.2 of these GT&Cs by the specified date or a further notification obligation under clauses 6.3 - 6.5 of these GT&Cs in full or in part, it must notify the other Party immediately in text form and give reasons.
- 6.8. Each Party shall refrain from doing anything that could frustrate or jeopardise the fulfilment of the quota obligation. In particular, in the case of biofuels and renewable electricity-based fuels being placed on the market, the Parties shall refrain from applying for tax relief in relation to the THG Quota referred to in the Deal Sheet.

7. Right to require performance security

- 7.1. Each Party shall have the right to, by written request, demand from the other Party an appropriate performance security in the form as set out in clause 7.3 of these GT&Cs if the Party has reasonable grounds to assume that the other Party's financial situation has since the conclusion of the contract significantly deteriorated as defined in clause 7.6 of these GT&Cs.
- 7.2. The performance security must be provided within 7 (seven) calendar days of receipt of a request.
- 7.3. The performance security shall, in the demanding Party's option, be provided in the form of either:
- a first demand bank guarantee;
 - a first demand performance guarantee; or
 - a first demand parent company guarantee.

- 7.4. Any provider of the performance security must:
- have a long-term credit rating of at least Baa3 (Moody's) or BBB (Fitch/S&P), or equivalent financial strength as approved by beneficiary Party;
 - not be insolvent, bankrupt, or overindebted or be subject to sanctions, or similar restrictions; and
 - be otherwise reasonably acceptable to the beneficiary Party.
- 7.5. The performance security shall cover all payment obligations of the Party, including (but not limited to) payment of the agreed remuneration (as per the Deal Sheet).
- 7.6. A significant deterioration in the financial situation is deemed to have occurred, if:
- the rating of the other Party, a non-bank guarantor, or a controlling affiliate is withdrawn or downgraded below the required level as specified in clause 7.4 (i) of these GT&Cs;
 - the rating of a bank guarantor, is withdrawn or downgraded below the required level as specified in clause 7.4 (i) of these GT&Cs;
 - the solvency ratio of the other Party decreases by at least 25% (twenty-five percent) (for the avoidance of doubt, this refers to a relative decrease of 25% and not a decrease of twenty-five percentage points). "Solvency Ratio" is calculated by dividing the total equity of the Party by the total assets of such Party. Total equity and total assets are to be taken from the latest published annual financial statement of the Party. Each Party shall, upon request of the other Party, make its financial statements available within 180 (one hundred and eighty) calendar days after the end of each of its subsequent financial years;
 - a performance security under the Agreement expires and is not replaced in time;
 - a guarantor of a Party disputes or refuses the performance security or the contracts and no equivalent performance security is provided within the applicable timeline as specified in clause 7.2 of these GT&Cs;
 - a controlling affiliate defaults under its control and/or profit and loss transfer agreement;
 - a Party has reasonable grounds to believe that the other Party, a controlling affiliate or its guarantor is unable to fulfill their respective (contractual) obligations; or
 - the other Party or its performance security provider undergoes a change of control, consolidates or merges or transfers all or substantially all of its assets or reorganizes, incorporates, reincorporates or reconstitutes itself into or as another entity.

8. Guarantees and warranties

Each Party hereby expressly represents and warrants to the other Party upon entering into the Agreement as follows:

- It was founded and organised in accordance with the laws applicable to its establishment and organisation.
- The conclusion of the Agreement and its implementation do not violate its articles of association.
- There is no good cause for extraordinary termination in relation to it.
- It is not insolvent or overindebted and is not otherwise in a situation that would justify the opening of insolvency proceedings.
- It has all official, regulatory and other approvals, licenses, permits and consents that it requires to fulfil its obligations under the Agreement.
- It is acting for its own account (and not as an adviser, agent, broker or in any other capacity, fiduciary or otherwise) and has made its own independent commercial decision to enter into the Agreement in full knowledge of the risks involved.
- It is neither directly nor indirectly affected by sanctions imposed by the United States of America, the United Kingdom, Switzerland and/or the European Union and fully complies with sanctions regulations that apply to it.

9. Right of termination

- 9.1. Each Party has the right to terminate the Agreement for good cause. Such good cause shall be deemed to exist in particular if
- a Change of Control of the other Party occurs. For the purposes of this Agreement, a "Change of Control" shall mean: (i) the acquisition by any person or group of persons acting in concert, directly or indirectly, of more than 50% (fifty percent) of the voting shares or equity interests of the other Party; (ii) a merger, consolidation, or other business combination involving the other Party resulting in the holders of voting securities of the other Party immediately prior to such transaction holding less than 50% (fifty percent) of the voting securities of the surviving or resulting entity; or (iii) the sale, lease, transfer, or other disposition of all or substantially all of the assets of the other Party.
 - the other Party seriously and definitively refuses to perform;
 - the other Party is in default with a contractual obligation and has failed to remedy this obligation within the reasonable period specified in a prior written notice sent by the terminating Party;

- d) a guarantee or assurance given, including but not limited to those set out in clause 8 of these GT&Cs is incorrect;
 - e) the other Party fails to provide a performance security or fails to do so on time;
 - f) the other Party fails to fulfil the obligation to notify under clause 6.7 of these GT&Cs or the expected non-notification on the specified date is not sufficiently justified;
 - g) a Party is unable to deliver or accept delivery of THG Quotas for reasons of force majeure and such inability lasts for more than 21 (twenty-one) calendar days; or
 - h) the Parties fail to reach an agreement on the amendment of the Agreement in case of a change in law under clause 20.1 of these GT&Cs within 21 (twenty-one) calendar days of commencing negotiations.
- 9.2. The rights of the Parties provided for in other provisions of these GT&Cs resulting from the scenarios described in clause 9.1 of these GT&Cs shall remain unaffected by this provision.
- 9.3. The Party which has terminated the Agreement for good cause, shall be entitled to receive a termination amount from the other Party ("Defaulting Party") as follows ("Termination Amount"), which is to be calculated by the terminating Party:
- i. if the buyer (as per the Deal Sheet) is the Defaulting Party, the Termination Amount shall be an amount equal to the difference between: (A) the agreed remuneration per metric ton of CO2 equivalent (as per the Deal Sheet) multiplied by the quantity of THG Quota that will no longer be transferred or caused to be transferred by the seller (as per the Deal Sheet) under the Agreement as a result of termination; and (B) the market value of the quantity of THG Quota that will no longer be purchased by the buyer (as per the Deal Sheet) under the Agreement as a result of the termination. This clause (i) is subject to the condition that the agreed remuneration per metric ton of CO2 equivalent (as per the Deal Sheet) is greater than the market value; or
 - ii. if the seller (as per the Deal Sheet) is the Defaulting Party, the Termination Amount shall be an amount equal to the difference between: (A) the market value of the quantity of THG Quota that will no longer be purchased by the buyer (as per the Deal Sheet) under the Agreement as a result of the termination; and (B) the agreed remuneration per metric ton of CO2 equivalent (as per the Deal Sheet) multiplied by the quantity of THG Quota that will no longer be delivered or caused to be delivered by the seller (as per the Deal Sheet) under the Agreement as a result of termination. The Termination Amount shall be increased by any reasonable transaction costs and expenses which the buyer (as per the Deal Sheet) incurs as a result of a failure to deliver the quantity of THG Quota. This clause (ii) is subject to the condition that the market value is greater than the agreed remuneration per metric ton of CO2 equivalent (as per the Deal Sheet).
- However, in both cases ((i) and (ii)), if the Defaulting Party proves that the terminating Party did not incur any damages or that the actual damages are significantly lower than the Termination Amount, the Termination Amount is reduced to the respective amount.
- 9.4. For determination of the market value of the THG Quota each Party shall collect within 14 (fourteen) calendar days after the termination was sent, at least 1 (one) and at maximum 3 (three) indicative alternative bid(s) from any third party (i.e. supplier or broker) for the THG Quota quantity that has not been delivered or caused to be delivered by the seller (as per the Deal Sheet) under the Agreement. The average of the bids collected by the seller (as per the Deal Sheet) and the buyer (as per the Deal Sheet) shall be considered the market value. If any Party is unable to obtain an alternative bid within such 14 (fourteen) calendar days period, then the other Party's average bid(s) shall be considered the market value. If no bids at all are available to either Party to determine the market value, then the market value shall be deemed to be equal to the remuneration for the THG Quota agreed between the Parties in the Deal Sheet. Neither Party shall be obliged to actually purchase replacement THG Quota following these bids for the purpose of this calculation.
- 9.5. In case of a substantial deviation between one of the indicative alternative bids (i.e. a discrepancy of more than 5% (five percent) compared to the market value), any party shall have the right to object the indicative alternative bid within 3 (three) business days in text form and outlining the substantial deviation. In case of a substantial deviation and an objection in the meaning of sentence 1 of this clause the market value shall be based on the quote from "Olyx" broker obtained within 3 (three) business days after the notice of objection was sent, unless a quote from Olyx was already obtained by one or both Parties in which case such Olyx quote, or if more than one Olyx quote had been obtained the average thereof, respectively, shall prevail.
- 9.6. The Termination Amount will be invoiced to the Defaulting Party and payment shall be due within 7 (seven) calendar days after receipt of the invoice. If the Defaulting Party fails to pay the Termination Amount within 7 (seven) calendar days of receipt of the invoice, it shall pay a default interest at a rate of 4.5% (four point five percent) above the one-month EURIBOR interest rate per annum on the Termination Amount.

- 9.7. Termination for good cause shall not affect the payment obligations of each Party that arose prior to the termination. For the avoidance of doubt this includes amounts payable for THG Quota that were delivered or caused to be delivered by seller (as per the Deal Sheet) but were left unpaid by buyer (as per the Deal Sheet) under the Agreement. All unpaid amounts that refer to the time until the day the termination notice is received by the other Party and that were not yet due and payable shall become due and payable on the day the termination notice is received by the other Party.

10. Force Majeure

- 10.1. Force majeure means any event or circumstance beyond the control of the affected Party that could not be reasonably foreseen nor taken into consideration at the date the Agreement was concluded, and which prevents, hinders or delays the performance of contractual obligations by a Party. Force majeure includes, but is not limited to:
- i. acts of God such as storms, heavy rain fall, hurricanes, floods, lightning, fire, explosion, earthquakes, volcanic eruptions or other natural calamities;
 - ii. (government order, war or mobilization, unforeseen large-scale military call-up, terrorist attack, strike, riot, civil disturbances;
 - iii. expropriations or confiscations;
 - iv. currency restrictions; and
 - v. inability, failure or unavailability of the gas grid, including grid connection failure, or other limitations or circumstances by or due to registry operator

(in each case the "Force Majeure Event").

- 10.2. If a Party (the "Claiming Party") is prevented from performance of any of its obligations pursuant to the Agreement by reason of force majeure, the performance of its obligations to the extent prevented by force majeure shall be suspended as long as and in so far as the Force Majeure Event prevents or affects the performance of the Claiming Party's obligation and the Claiming Party shall not be liable to the other Party for any damage as a result thereof, provided that:
- i. the Claiming Party notifies the other Party as soon as reasonably practical of:
 - a) the Force Majeure Event;
 - b) its estimate of the likely effect of the Force Majeure Event on its ability to perform its obligations; and
 - c) its non-binding estimate of the likely period of the Force Majeure Event; and
 - ii. the Claiming Party uses all commercially reasonable efforts to terminate or overcome the Force Majeure Event and resumes full performance of its obligations as soon as reasonably practicable.
- 10.3. If and to the extent that the Claiming Party is relieved from its obligations due to force majeure, the other Party shall be relieved from its corresponding obligations.

11. VAT

- 11.1. All amounts referred to in the Agreement are exclusive of any value added tax ("VAT"). The VAT treatment of the transfers of THG Quota under the Agreement shall be determined pursuant to the VAT laws of the place where a taxable transaction for VAT purposes is deemed to take place according to the Agreement.
- 11.2. If VAT is payable, the buyer (as per the Deal Sheet) shall pay the applicable VAT once the seller (as per the Deal Sheet) has provided a valid VAT invoice (applicable in the jurisdiction of transfer of the THG Quota).
- 11.3. Where both Parties are established in the European Union, for the purpose of Article 44 of Council Directive 2006/112/EC (EU VAT Directive) concerning the place of supply of services, the buyer (as per the Deal Sheet) gives the following VAT representations:
- i. it is a taxable person acting as such; and
 - ii. the place where it has established its business and VAT registration number are as specified in the Deal Sheet.

12. Notices

All notices or other correspondence under the Agreement shall be in writing, in English and shall be deemed to have been received by a Party:

- i. if delivered by hand or courier, on the business day of delivery or on the first business day after the date of delivery if delivered on a day other than a business day;
- ii. if posted, on the 5th (fifth) business day after the day of posting; and

- iii. if delivered by e-mail, on the day of receipt if received before 17.00 hours (recipient's time) on a business day, or otherwise on the 1st (first) business day after receipt.

A business day within the meaning of these GT&Cs refers to any day of the week except Saturdays, Sundays and public holidays in Hamburg, Germany.

13. Sanctions

- 13.1. The Parties represent and warrant that they will perform the Agreement in compliance with any applicable sanctions laws.
- 13.2. Nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party hereto to act in any manner (including failing to take any actions under the Agreement) which is inconsistent with, penalised or prohibited under any applicable sanctions laws.
- 13.3. Neither Party shall be obliged to perform any obligation required by the Agreement (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose such Party to punitive measures under any applicable sanctions laws.
- 13.4. Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to punitive measures under any applicable sanction laws, such Party (the "Affected Party") shall, as soon as reasonably practicable, give written notice to the other Party of its inability to perform. In addition, each Party shall promptly notify the other Party in writing if it becomes a sanctioned Party or becomes otherwise subject to any restrictive measures under any applicable sanction laws. Once such notice has been given the Affected Party shall be entitled:
 - i. immediately to suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or
 - ii. where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for services which have already been performed, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment,

in each case without any liability whatsoever (including but not limited to any damages for breach of the Agreement, penalties, costs, fees and expenses).

14. Human rights due diligence

- 14.1. Due to recent regulatory developments in human rights and environmental due diligence obligations under EU law, Swiss law, and German law, including the EU Directive on Corporate Sustainability Due Diligence, the Swiss Ordinance on Due Diligence and Transparency in relation to Minerals and Metals from Conflict-Affected Areas and Child Labour, and the German Supply Chain Due Diligence Act (LkSG), VARO is required to ensure compliance with international human rights and environmental standards throughout its supply chain.
- 14.2. Each Party acknowledges its commitment to upholding international human rights standards throughout its operations, as outlined in VARO's Human Rights Policy, available on its official website: www.varoenergy.com. Each Party hereby declares that it is aware of these commitments and agrees to comply with recognized international human rights principles in all aspects of its operations in relation to the Agreement.
- 14.3. Furthermore, each Party confirms that all goods and/or services provided to the other Party under the Agreement are produced and delivered in adherence to VARO's Supplier Code of Conduct, available on its official website: www.varoenergy.com, which encompasses compliance with international human rights standards. Each Party agrees to provide, upon request, evidence of such compliance to the other Party adapted to the specific circumstances.

15. Assignment

Neither Party shall be entitled to assign and/or transfer its rights and/or obligations under the Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably delayed, refused or withheld.

16. Confidentiality

The provisions of the Agreement, including its existence, are confidential information. The Parties undertake not to disclose this confidential information to third parties (not to be equated with third parties within the meaning of Section 37a (6) or (7) BImSchG) without the express written authorisation of the other Party. Companies affiliated with the Parties within the meaning of Sections 15 et seqq. AktG are not third parties. Confidentiality does not apply to information that is necessary for the implementation of the Agreement; it also does not apply to third parties who are themselves obliged to maintain confidentiality or to authorities insofar as they are authorised to obtain such information. This clause shall survive the termination or any other kind of ending of the Agreement.

17. Written form requirement

- 17.1. There are no collateral agreements to the Agreement. The conclusion of the Agreement is not subject to any formal requirements. However, amendments or additions to the Agreement, including to this clause, are only effective if they are made in writing, unless a stricter form is mandatory.
- 17.2. The written form requirement is also met if handwritten signatures are exchanged electronically on scanned copies by fax or e-mail (PDF scan) or an electronic signature process is used (e.g. DocuSign or Adobe Sign). With regard to the Deal Sheet the Parties agree that the written form requirement is met in case e-mails are exchanged between the Parties which contain an agreement to amend the previously agreed Deal Sheet.

18. Choice of law and arbitration

- 18.1. The law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for International Sale of Goods (CISG), applies to the Agreement.
- 18.2. All disputes arising out of or in connection with this Agreement or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law.
- 18.3. The arbitral tribunal shall consist of three members.
- 18.4. The seat of the arbitration shall be Hamburg, Germany.
- 18.5. The language of the proceedings shall be English.
- 18.6. The law applicable to the case is governed by clause 18.1 of these GT&Cs. The parties expressly agree to waive their right to invoke the application of Sections 305 to 310 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

19. Severability clause

Should a provision of the Agreement be or become invalid or unenforceable, this shall not affect the validity of the remainder of the Agreement. Rather, the Parties undertake in such a case to replace the invalid or unenforceable provision with a valid or enforceable provision that corresponds as closely as possible to the economic effect and purpose of the provision to be replaced. The same applies to any contractual loopholes.

20. Change in law

- 20.1. In case of any change in law after the date of the conclusion of the Agreement that:
 - i. (results in (part of) the Agreement being contrary to the applicable laws and regulations; or
 - ii. makes it impossible or unlawful for a Party to fulfil one or more of its obligations under the Agreement, either Party may serve a notice to the other Party requesting that the parties discuss the change in law. Within 14 (fourteen) calendar days of receipt of the notice, the Parties shall (in so far as possible) commence negotiations to seek to agree, in good faith and acting reasonable, such amendments to the Agreement as are necessary to achieve that both Parties can fulfil their obligations under the Agreement without acting in contravention of applicable laws and regulations and the balance of benefits, liabilities and risks that existed when the Agreement was concluded.
- 20.2. Where an event that would otherwise constitute force majeure also constitutes a change in law, it is to be treated as a change in law and not as force majeure.
- 20.3. These GT&Cs refer to legal regulations in various places. If these references are no longer applicable as a result of an amendment or change to the relevant statutory provisions because the relevant statutory provision is now in a different place, then the relevant reference is to be read as if the reference had been made to the other place.

21. Data Protection

Notwithstanding any other provisions hereunder, applicable national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 as amended shall be adhered to by both Parties. Each Party shall use, and ensure that its respective subcontractors use, all personal data of the disclosing Party or of third disclosing parties exclusively for the purposes of performing the Agreement. The disclosing Party confirms that it is authorized to provide the receiving Party with personal data.

22. Authorised persons

Contracts may only be concluded by authorised persons. In the absence of notice to the contrary, each Party acknowledges and warrants to the other that any of its employees who purports to negotiate, negotiate and/or enter into one or more binding contracts on behalf of that Party shall be deemed to be an authorised person of that Party.