

CERTIFHY STANDARD TERMS AND CONDITIONS

1. Definitions

“Account Holder”

shall mean a legal person having an account in the CertifHy Registry and bound to these Standard Terms and Conditions and the rules of the CertifHy Scheme by signing an account opening application with a reference to these Standard Terms and Conditions.

“CertifHy”

shall mean The European Hydrogen environmental GO scheme provided by the CertifHy Stakeholder Platform.

“CertifHy Guarantee of Origin (GO)”

shall mean an electronic document which provides proof that a given quantity of hydrogen was produced by a registered production device with a specific quality and method of production and which is maintained on a CertifHy Registry.

“CertifHy Scheme”

shall mean the administrative and contractual framework developed by the CertifHy consortium members and financed by the EU Fuel Cells and Hydrogen Joint Undertaking establishing a system of electronic certificates.

“CertifHy Stakeholder Platform”

shall mean the stakeholder platform established under FCH Contract 190 from the Fuel Cells and Hydrogen 2 Joint Undertaking.

“Issuing Body”

shall mean an Grexel Systems Ltd, which is formally authorised by the CertifHy Stakeholder Platform to issue CertifHy GOs within a specified country or region.

“Production Device”

Shall mean a production facility that is capable of producing hydrogen.

“Registrant”

Shall mean an Account Holder who wishes to register a Production Device for the CertifHy Scheme in the CertifHy Registry with Grexel Systems Ltd.

“CertifHy Registry”

shall mean A database operated by Grexel Systems Ltd. and comprising of accounts and the GOs in those accounts, details of Production Devices and information provided to the Issuing Body in connection with the registration of those Production Devices with the Issuing Body.

2. Purpose

This Standard Terms and Conditions set out the terms and conditions upon which Grexel Systems Ltd. provides account holding and issuing body services for CertifHy Guarantee of Origins.

Where transactions are performed upon the request of the Account Holder or involving the Account Holder, in accordance with this Standard Terms and Conditions, and the parties involved do not claim in due time that the transaction was in any way erroneous, the Account Holder shall in good faith accept the legal consequences of such transaction. These legal consequences may include, but are not limited to, transfer of ownership of the right to claim certain production attributes recorded in the certificates.

3. Compliance with the CertifHy Scheme

Account Holders shall act in compliance with the CertifHy Scheme as amended time to time. In case of contradiction between the CertifHy Scheme and these Standard Terms and Conditions, the latter shall prevail.

4. Obligation to inform

If a Production Device to which the Account Holder acts as the Registrant no longer conforms to the reported information, The Account Holder shall inform Grexel Systems Ltd. immediately about the change.

5. CertifHy Registry

Grexel Systems Ltd. issues CertifHy Guarantees of Origin according to CertifHy Scheme by using the CertifHy Registry.

The Account Holder is responsible for its own information technology architecture including but not limited to information security.

Grexl Systems Ltd. has the right to make changes to the CertifHy Registry. Grexl Systems Ltd. shall inform the Account Holder in writing at least 5 calendar days prior to the implementation changes. In urgent cases relating to real or suspected information security threats changes can be made without prior notice. Grexl Systems Ltd. shall then inform the Account Holder in writing as soon as possible after the change has been made.

Grexl Systems Ltd. shall inform The Account Holder 3 days in advance of planned unavailability of the CertifHy Registry. The Account Holder shall be informed of other unavailability preventing the use of the CertifHy Registry as soon as possible.

6. information security

The Account Holder shall be responsible for sufficient and state of the art methods and technologies that safeguard information security and integrity relating to the use of the CertifHy Registry.

The Account Holder agrees not to circumvent, disable, damage or interfere with or get unauthorized access to the CertifHy Registry.

Grexl Systems Ltd. has the right to prevent or restrict the use of the CertifHy Registry if there is a suspected or real misuse of the system or if the Account Holder has not fulfilled its contractual obligations.

7. Liability

Grexl Systems Ltd. is not liable for losses incurred by the Account Holder, except in case of the gross negligence or wilful misconduct.

If the Account Holder suffers a loss due to gross negligence or wilful misconduct by Grexl Systems Ltd., the Account Holder must direct the claims only against Grexl Systems Ltd.

If the Account Holder suffers a loss due to gross negligence or wilful misconduct by another account holder or any other third party, the Account Holder shall direct the claims only against the relevant party that has caused the damage.

The CertifHy project coordinator, consortium partners, financiers or CertifHy Stakeholder Platform are not liable for the actions of Grexl Systems Ltd., other account holders or third parties.

The Account Holder has a duty to do everything possible to prevent or limit the extent of the damage. If the Account Holder does not implement adequate measures to prevent or limit the extent of the damage, compensation may be reduced.

Grexl Systems Ltd. is not liable for indirect or consequential damage, such as, but not limited to commercial damage, loss of profit, or claims of other

third parties

However, if this paragraph 7 is not applicable or not valid due to applicable legislation, these provisions will be applied insofar allowed by applicable law.

8. Errors in Transactions

If Grexl Systems Ltd. or the Account Holder discovers an error in issuing, cancelling or other processing of certificates, the other party shall be informed as soon as possible.

In case of error, Grexl Systems Ltd. and the Account Holder shall co-operate and use all reasonable endeavours to rectify the error and any unjust enrichment occurred because of the error. Such rectification may include withdrawal of certificates from the Account Holder's account or amendment of certificate information recorded in the database.

9. Force majeure

Neither party shall be held liable nor be deemed in default under this Agreement for any delay or failure in performance of any of their respective obligations if such delay or failure is the result of causes beyond the control and without negligence of such party. Such causes shall include, without limitation, acts of war, civil war, riots, acts of terrorism, general strikes or lockouts, insurrections, sabotage, embargoes, blockades, acts or failures to act of any governmental or regulatory body (whether civil or military, domestic or foreign, national or supranational) communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes or other natural or man-made disasters, and all occurrences similar to the foregoing (collectively referred to as "Force Majeure").

Further, Grexl Systems Ltd. shall not be held liable nor deemed in default under this Agreement for any delay or failure in performance of any of its respective obligations if such delay or failure is the result of the instructions of the Issuing Body.

The party affected by an event of Force Majeure, upon giving prompt notice to the other party, shall be excused from performance hereunder on a day-to-day basis to the extent prevented by Force Majeure and the direct consequences thereof (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent that such obligations relate to the performance so prevented), provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and to minimize the consequences thereof and the parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

10. Amendment of the Standard Terms and Conditions

Grexel Systems Ltd. may need to amend these Standard Terms and Conditions to be able to deal with changes in legislation, CertifHy Scheme, standards or market conditions. In such a case Grexel Systems Ltd. shall inform the Account Holder at least 30 days prior to new Standard Terms and Conditions becoming in force. If Grexel Systems Ltd. decided to amend the Standard Terms and Condition, the Account Holder has the right to terminate the agreement with immediate effect regardless of the termination rules under 13.

11. Confidentiality

Information of commercial, technical, strategic, financial or otherwise sensitive nature, which is not publicly known and is usually considered as valuable and confidential, whether or not it is explicitly indicated as confidential, shall be treated as confidential information by both parties. Disclosure of such information requires the prior written consent of the other party.

The parties specifically note that the software code, information structure, methods to transmit certificates, documentation and in general all know-how related to the CertifHy Registry are confidential.

For the avoidance of doubt, this confidentiality clause does not prevent Grexel Systems Ltd. to give information to authorities including but not limited to the tax authorities and the police.

12. Intellectual Property

Grexel Systems Ltd. grants to the Account Holder a non-exclusive, non-transferable, non-sublicensable, revocable right and license during the term of this agreement to use the CertifHy Registry for its internal purposes only.

The CertifHy Registry, source code, applications, data basis, information structures and methods to transmit certificates and information that are used to enable the operation of the CertifHy Registry, together with all included tools, documentation, know-how and related intellectual property rights, is and shall remain the exclusive property of Grexel Systems Ltd. or its service providers, licensors or other third parties.

The Account Holder shall use the CertifHy Registry and the related software only for the purposes of this agreement. The Account Holder shall not copy, reproduce, reverse engineer, decompile nor alter, adapt or modify any part of the CertifHy Registry or related documentation nor try to circumvent any protection mechanisms for the CertifHy Registry.

In relation to the services provided under this Agreement, intellectual property rights to the documents and other results produced as a result of the provision of the services shall belong to Grexel Systems Ltd.

Further, Grexel Systems Ltd. shall have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the CertifHy Registry or other services any suggestions, enhancement requests, recommendations or other feedback from the Account Holder.

The Account Holder shall have the right to use the documents and other results produced as a result of the services provided under this Agreement in its internal operations. The right of use shall include a right for the Account Holder to copy and use the documents and other results produced as a result of the service as a basis for further work, and the right to make changes to them or have them otherwise modified. The Account Holder may not sell or otherwise transfer the documents or other results produced as a result of the service to a third party.

13. Term and termination

This Agreement shall remain in force until terminated by either party by giving two weeks prior written notice to the other party.

14. Assignment

Each party may assign this contract only with the written consent of the other party such consent not unreasonably withheld. Each party may, however, without consent at any time assign this contract to an affiliated company.

If Grexel Systems Ltd.'s right to serve as the Issuing Body expires, Grexel Systems Ltd. has the right to transfer this agreement to a new Issuing Body. If there is no new Issuing Body, Grexel Systems Ltd. has the right to terminate this agreement.

15. Governing law and dispute resolution

Disputes arising out of this agreement shall be settled according to Finnish law, Finnish jurisdiction and Finnish courts.

This Agreement shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions.

Any dispute, controversy or claim arising out of or in connection with this Agreement, shall be finally settled by the courts of Finland, Helsinki District Court as the court of first instance.