

# General Terms and Conditions

## 1 Definitions

<b>Agreement</b>	Any verbal or written agreement concluded between the Parties for the provision/delivery of Services by the Broker to the Client.
<b>Broker</b>	Olyx B.V. officiating at Keizersgracht 617, 1017 DS, Amsterdam, the Netherlands registered with Chamber of Commerce under number: 60161175.
<b>Client</b>	Business client of the Broker and; recipient or purchaser of Services.
<b>Commission</b>	Broker's fee as agreed in the Agreement
<b>Data</b>	Data, including personal data, provided by the Client for the provision of the Services.
<b>General Terms and Conditions</b>	These general terms and conditions dated 10 September 2024.
<b>Party</b>	Broker or Client
<b>Parties</b>	Broker and Client mutually
<b>Product</b>	Emission allowance, biofuels, and related CO <sub>2</sub> -products including but not limited to biodiesel, biodiesel feedstocks, biofuel tickets, biogas, voluntary carbon, and ethanol.
<b>Product Transaction</b>	Transaction regarding the Product in which the Broker acted as arranger, facilitator, or intermediary.
<b>Services</b>	Any services rendered by the Broker to the Client, including but not limited to Product Transactions monitoring the market, acting as intermediary in order to match Client and counterparties, arranger of transactions, developing business strategies, and exploring new trading opportunities in relation to emission allowance and Products.

## 2 Applicability

- 2.1. Words denoting the singular shall include the plural and vice versa.
- 2.2. These General Terms and Conditions apply to all services of the Broker, including every offer, quotation, and agreement between the Broker and a Client, insofar as these terms and conditions have not been expressly rejected by the Parties in writing.

## 3 Scope of Services

- 3.1. The Broker provides Services to its Clients.
- 3.2. The Broker acts in its capacity as intermediary. The Client is assumed to be the Broker's principal in relation to the Services provided.
- 3.3. The Broker does not serve as a fiduciary to the Client. The Client must decide on its own whether to enter into a transaction or make use of a Service.
- 3.4. The Broker does not provide any advice to the Client in relation to tax, accounting, or legal matters.

## 4 Price

- 4.1. The prices quoted by the Broker for the Services are excluding VAT unless expressly stated otherwise in the Agreement.
- 4.2. The Broker is entitled to a Commission as agreed between the Parties. The Commission is due after the Services have been delivered.



- 4.3. Payment for the provided Services will be based on an invoice, within 14 days of the invoice date, unless otherwise agreed.

## **5 Confidentiality**

- 5.1. The Broker and the Client acknowledge that each Party may obtain confidential information regarding each other's business in connection to the Services provided.
- 5.2. The Parties commit themselves to regard the information as confidential and to not disclose any confidential information to any third party unless permitted under the Agreement and/or the General Terms and Conditions.
- 5.3. The Client agrees that the Broker may disclose information to:
- a) any regulatory authorities;
  - b) any exchange or clearing house;
  - c) any request under legal enactment;
  - d) any third person that the Broker deems necessary in order to fulfill its obligations under the Agreement;
  - e) in any event where the Broker is required to or can reasonably believe to be expected to disclose in order to comply with applicable laws or prevention of crime.

## **6 Amendments**

- 6.1. The Broker is entitled to amend these General Terms and Conditions at any moment such amendments will be communicated and made available via e-mail or via the Broker's website.

## **7 Indemnification and Limitation of Liability**

- 7.1. The Broker and its directors, employees, or agents are not liable for any loss suffered by its Client or third parties related to its Client and are hereby indemnified for such loss, unless such loss is directly caused by gross negligence or willful misconduct that is undisputable and proven.
- 7.2. The liability of the Broker does not include any direct, indirect, or consequential damages, loss of profit, business opportunity, goodwill, or anticipated savings.
- 7.3. Any liability of the Broker shall at all times be limited to an amount equal to i) the Commission ii) the fee payable to the Broker regarding the disputed Services or iii) a maximum amount of EUR 10.000, whichever is the lowest. In any event, a claim will be unenforceable unless the Broker receives written notice thereof no later than one month after the discovery of an event or circumstance that gives or may give rise to a claim or the Client is expected to reasonably be aware of the circumstance that gives or may give rise to a claim.

## **8 Force Majeure**

- 8.1. The period for the provision of the Services shall be extended by the period during which the Broker is prevented from fulfilling its obligations as a result of force majeure.



- 8.2. Force majeure on the part of the Broker shall exist if, after the conclusion of the Agreement, the Broker is prevented from fulfilling its obligations under the Agreement or the preparation thereof as a result of war, threat of war, civil war, terrorism, riots, acts of war, a pandemic or epidemic, hackers' attacks, blackouts or any disruptions in the supply of energy, climate disasters, fire, water damage, flooding, strike, sit-down strikes, lockouts, any government measures relating to the Products and/or Services, defects in software and hardware, all this both in the Broker's business and in that of third parties from whom the Broker must obtain all or part of the Products and/or Services required.

## **9 Termination of the Agreement, Suspension and Dissolution**

- 9.1. The Agreement may be terminated by one of the Parties serving written notice to the other Party. Termination shall be effective after 14 days of the receipt of such notice.
- 9.2. No termination of the Agreement shall affect the right to Commission of the Broker for the Services that were provided prior to such termination independently of whether the related Product Transaction(s) is (are) concluded before or after such termination.
- 9.3. Without prejudice to the provisions of article 9.1, 9.2, and 12.2 of these General Terms and Conditions, the Agreement shall be dissolved without judicial intervention after a written statement has been issued at the time when the Client is declared bankrupt, requests a provisional suspension of payments, or when a request for the application of a debt rescheduling scheme is granted by the court, or when Client loses the power of disposal over its assets or parts thereof as a result of an attachment, placement under curatorship or in any other way, unless the bankruptcy trustee or administrator acknowledges the obligations ensuing from the Agreement as a debt of the estate. The foregoing shall apply accordingly if and when a situation comparable to bankruptcy, suspension of payments or debt rescheduling is initiated outside the Netherlands.
- 9.4. As a result of the dissolution, mutually existing claims shall become immediately due. The Client shall be liable for any loss suffered by the Broker.

## **10 Third Parties**

- 10.1. The Broker may as its discretion engage third parties and/or outsource activities with connection to its Services without prior notice to the Client.

## **11 Conflict of Interest**

- 11.1. The Client acknowledges that the Broker works with multiple Clients. The Broker uses its best efforts to balance the expectations and interests of multiple participants involved in or contemplating a particular transaction as well as to act in a manner that furthers the interest of all participants.



## **12 Bribery, Corruption, Money Laundering and Terrorism Financing Prevention**

- 12.1. The Parties shall at all times comply with all applicable laws and regulations related to prevention of bribery, corruption, terrorism financing, fraud, tax evasion and/or money laundering.
- 12.2. The Broker is entitled to terminate the Agreement without judicial intervention with immediate effect if the Client does not comply with all applicable laws and regulations related to bribery, corruption, terrorism financing, fraud, tax evasion and/or money laundering.
- 12.3. The Broker is not liable for any damages due to the early termination relating to lack of compliance with all applicable laws and regulations related to bribery, corruption, terrorism financing, fraud, tax evasion and/or money laundering by the Client.

## **13 Recording of telephone conversations**

- 13.1. The Client explicitly provides permission to the Broker to record all conducted telephone conversations between the Parties. The recordings of the telephone conversations may be used for the purposes that include but are not limited to (i) administration and establishment of order and instructions; (ii) trainings; (iii) controls; and (iv) documentation of concluded agreements.
- 13.2. The Broker shall keep the recordings of the telephone conversations for a period of one (1) month.
- 13.3. The Client commits itself to, if required by law, inform its directors, employees, and/or agents about the recording of the telephone conversations.
- 13.4. The Client may at any time request the Broker to delete the recording, unless the recording includes essential information for the provision of the Services or is already deleted.

## **14 Data**

- 14.1. The Client declares that it is aware and gives permission to the Broker to process data, which may include personal data obtained from the Client for the purpose of the Services provided. Processing of data includes collecting, storing, and using the Data.
- 14.2. The Client explicitly gives permission to the Broker to disclose the Data to third parties if the Broker is required to do so legally. The Client is obliged to cooperate and provide any legally required information and confirms the correctness hereof.
- 14.3. The Client explicitly gives permission to the Broker to process Data for the purpose of providing Service.
- 14.4. The Client is entitled to have its personal data rectified, deleted or blocked at any time by written statement.
- 14.5. The Client explicitly allows the Broker to use its personal data for the purpose of marketing, risk management, analysis of markets and statistics.
- 14.6. The Broker may outsource the Data processing. These third parties are processors in the sense of the General Data Protection Regulation (2016/679).



## **15 Miscellaneous**

- 15.1. If one or more of the provisions in these General Terms and Conditions should at any time be wholly or partially null or voided, the other provisions of these General Terms and Conditions will remain fully applicable. Broker and the Client will then consult to agree on new provisions to replace the null or voided provisions, as far as possible the purpose and intent of the original provisions are observed.
- 15.2. In case of multiple language versions of the Agreement or these General Terms and Conditions, the Dutch version prevails. English language words used in these General Terms and Conditions intend to describe Netherlands legal concepts only and the consequences of the use of those words in English law or any other foreign law are to be disregarded.

## **16 Applicable law**

- 16.1. The Agreement and these General Terms and Conditions are governed by and construed in accordance with Dutch law.

## **17 Disputes**

- 17.1. All disputes that may arise between the Parties as a result of the Agreement or further agreements and other acts in connection with the Agreement, such as, but not limited to, unlawful acts, undue payments and unjust enrichments, shall be exclusively settled by the Court of Amsterdam, except insofar as mandatory rules of jurisdiction would prevent this choice.

