

Renewable Gas Guarantee of Origin – Single Delivery

This Renewable Gas Guarantee of Origin – Single Delivery agreement (the "Agreement") is made on 14-02-2022. The purpose of this Agreement is to set out the terms and conditions of the transaction between the Seller and the Buyer specified below whereas the Seller agrees to sell and the Buyer agrees to buy a fixed number of Renewable Gas Guarantees of Origin, as specified below in No 4.

It is hereby agreed as follows:

1. Contract No	Seller	
	Buyer	
2. Seller	Company :	ACT Commodities
	Address:	Strawinskylaan, Tower 1 & 2, 3127, 1077ZX Amsterdam Netherlands
	Contact person :	
	Phone:	
	Fax:	
	E-mail:	
	Bank account details:	
	Company Registration number:	820413537
3. Buyer	Company :	Martinská teplárenská, a.s.
	Address:	Robotnícka 17 036 80 Martin Slovakia
	Contact person :	
	Phone:	
	Fax:	
	E-mail:	
	Bank account details:	
	Company Registration number:	IČO: 36 403 016
	Installation ID (EU ETS):	SK75
4. Product	Type of the Guarantee of Origin	The Guarantees of Origin shall correspond with the Article 2, point 2, as well as the Article 19 of the Directive 2018/2001 of the European Parliament and the Council on the promotion of the use of energy from renewable sources (the "Guarantee of Origin")
	Registry	RGO (Registre des Garanties d'Origine biométhane – administrated by Gaz Réseau Distribution France - GRDF)

	Production location	France
	Time of Issuing	The Guarantees of origin were issued for Biomethane produced from March 2021 to December 2021.
	Feedstock	Any
	Additional Requirements	<p>To avoid any doubt, the Seller is obliged to provide the Buyer with the Cancellation Statement proving that the Guarantees of Origin were cancelled for the benefit of the Buyer (the "Cancellation Statement"). The Cancellation statement should determine the amount of the biomethane injected into the gas distribution network in the country of the issue of the Guarantee of Origin.</p> <p>The Cancellation Statement shall contain the specification of the facility of the Buyer using Installation ID (EU ETS) as stated in No. 3, and the information as stated in accordance with the example in the Annex I. For the avoidance of doubts Seller is not an investment firm and does not provide financial instruments (e.g. European Union Emission Allowance).</p>
5.	Production Domain	France
6.	Quantity	37 037 MWh
7.	Price(s)	<p>10,80 EUR/MWh</p> <p>399 999,60 EUR (the "Total Contract Price")</p> <p>All amounts referred to in this Agreement are exclusive of any applicable VAT and, where applicable, VAT shall be payable by the Buyer in addition to such amounts.</p>
8.	Transaction Costs	The Seller and the Buyer will each bear its own fees and expenses incurred in connection with the negotiations, preparation and execution of this Agreement and the transaction contemplated by this Agreement.
9.	Transfer	<p>The Seller is obligated to transfer the ownership of the Guarantees of Origin to Buyer, ensure the performance of the necessary changes in the Registry and acquire the Cancellation Statement for the Buyer and deliver the Cancellation Statement to the Buyer, no later than the 18/02/2022.</p> <p>The cancellation of the Guarantees of Origin will be governed and performed by the Registry.</p>
10.	Invoicing and Payment	<p>Invoicing and Payment Date</p> <p>Seller will invoice the Buyer the payment for the Guarantees of Origin within three (3) Business Days following the date of delivery of the Cancellation Statement corresponding with the conditions set out in No.4 of this Agreement and with the example in the Annex I.</p> <p>"Payment Date" shall be 5 Business Days after the invoicing date,.</p> <p>"Business Day" means a day other than Saturday or Sunday.</p> <hr/> <p>Payment</p> <p>The Buyer shall pay the invoice on the Payment Date to the Seller's bank account specified herein (No. 2), free of any expenses and without any withholdings and deductions. Payment shall be remitted by bank transfer. Each party shall give in No. 2 and 3 to the other party bank details for the purposes of payment.</p> <hr/> <p>Default Interest Rate</p> <p>As from the Payment Date the Seller shall be entitled to charge default interest at a rate of 5 % above the one-month EURIBOR interest rate released on the Payment. Interest may be charged from, and including, the Payment Date and to, and excluding, the date of complete payment. If EURIBOR is negative for any calculation period, it shall be treated as zero for such period.</p>

	Payment Netting	If on any day the parties are each required to pay one or more amounts in the same currency under one or more individual agreements then such amounts with respect to each party shall be aggregated and the parties shall discharge their respective payment obligations through netting, in which case the party, if any, owing the greater aggregate amount shall pay the other party the difference between the amounts owed.
	Special Arrangements	n/a
11. Warranties of the Seller	<p>Seller hereby warrants as of the date hereof that,</p> <ul style="list-style-type: none"> - Seller is entitled to dispose of the Guarantees of origin, and - the Guarantees of origin are not subject to any pledge interest or other encumbrance, and - the Guarantees of origin are transferable - the Guarantees of origin are corresponding to the above mentioned specification 	
12. Warranties of the Buyer and of the Seller	<p>Each party warrants and represents to the other party as of the date hereof that:</p> <ul style="list-style-type: none"> a) It is duly organised and existing under the laws of the jurisdiction of its organisation and has full power and legal right to execute, deliver and perform under this Agreement. b) Its execution, delivery and performance of this Agreement does not constitute a violation of any law, governmental regulation, its memorandum and articles of association, other agreements or undertakings, and that it possesses the necessary knowledge in order to be able to perform pursuant to the Agreement, and the person signing this Agreement is authorised and empowered to do so. c) It has obtained or submitted any authorisation or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement. d) this Agreement has been duly and validly executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). e) There are no pending or threatened legal or administrative proceedings to which it is a party, which to the best of its knowledge would materially adversely affect its ability to perform its obligations under this Agreement. f) It has entered into this Agreement in connection with its line of business and the terms hereof have been individually tailored and negotiated. g) It is not relying upon any representation or warranty of the other party other than those expressly set forth in this Agreement. h) It has entered into this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise). i) It has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks. j) It has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgement and any advice from such advisors as it has deemed necessary, and not in reliance upon any view expressed by the other party. k) The other party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement. 	

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- 13. Limitation of Liability** The liability of each party, irrespective of from whatever legal base it might be claimed, for any actions, omissions or failures of itself, its employees, officers, contractors and/or agents, that causes any damage, loss, cost or expense incurred by the other party is limited to an amount equal to the Total Contract Price and to the fact that the damage is due to gross negligence, intentional default or fraud of the party, its employees, officers, contractors or agents. The liability does in no event include any consequential damages, loss of profit, goodwill or anticipated savings. Seller can in no event be held liable for any (direct or indirect) damages, costs or losses on whatever legal basis (i) as a consequence of or in relation to the use of and the purpose for which the Buyer purchased the Guarantees of origin, and (ii) in case Seller is not able to transfer the Guarantees of Origin through the Cancellation Statement to the Buyer, because the issuance of the Cancellation Statement has not been executed, due to reasons attributable to the Registry and outside the control of the Seller, and provided that the Seller made the request for the Cancellation and has complied with all requirements for the request and the issuance of it with the Registry.
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- 14. Force Majeure** If a Party is prevented or delayed in its performance of any of its obligations under this Agreement by a Force Majeure Event (as defined below), that Party's performance of such obligations shall be suspended during the existence of such Force Majeure Event, and that Party shall not be responsible for any damages suffered by the other Party as a result of such suspended performance except as provided below in this provision, provided that the Party invoking Force Majeure shall use reasonable efforts to mitigate the effect of a Force Majeure event.
- "Force Majeure Event"** means any circumstances which were not foreseeable by the Parties at the time of entering this Agreement and could not have reasonable been anticipated and avoided by a party or that are beyond a party's reasonable control and which makes it impossible for the Party invoking the Force Majeure to perform its delivery or acceptance obligations under this Agreement. Such circumstances include but are not limited to war, explosion or fire, natural calamities, general strike, riot, civil disturbances, sabotage, embargoes, Acts of God, failure of the Registry or other causes similar or dissimilar to the foregoing.
- A party who desires relief according to this provision must notify the other party of the Force Majeure preventing or delaying its performance without delay and shall keep the other party informed of subsequent developments in such circumstances as they occur.
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- 15. Co-operation and Reasonable Best Efforts** Subject to the terms and conditions hereof, the Seller and the Buyer (a) shall co-operate with the other in connection with consummating the transactions contemplated by this Agreement; and (b) agree to use their reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. For purposes of this provision, the covenant of the parties to use their "reasonable best efforts" shall not require any party to (i) incur any unreasonable expenses, (ii) agree to materially limit the conduct of its business or (iii) divest itself of any material assets or properties, in each case except as otherwise contemplated hereunder.
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- 16. Confidentiality** The parties shall treat the contents of this Agreement and any arbitration award related to this Agreement as confidential. Neither party shall disclose information concerning the contents of this Agreement's or any arbitration awards related to this Agreement to third parties or disclose this Agreement or an arbitration award in part or in full without prior written consent of the other party, unless required by law or governmental regulation. For the purpose of this provision, Affiliates of the Seller and/or Buyer are not deemed as third parties.
- This shall not apply to information which is required to be disclosed to the Registry and/or to the related issuing body or to other third parties, in order to perform this Agreement. The Parties specifically acknowledge, that this Agreement will be published in the Central Registry of Contracts of the Slovak Republic.
- Information required for the calculation of indexes may to the extent necessary be disclosed by the parties to the index publisher without the prior written approval of the other unless otherwise agreed upon.
- Each party is obliged to keep all other information with which they become acquainted in respect of the other party's business or business operations confidential, with the exception of information which is public knowledge, or which is deemed public accessible at the time of the disclosure.
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17. Termination	<p>Either party may terminate this Agreement with immediate effect for serious cause by giving written notice to the defaulting party. Serious cause includes, but is not limited to, bankruptcy of a party (the defaulting party) or a party (the defaulting party) being insolvent or is liquidated whether voluntarily or involuntarily. Circumstances constituting Force Majeure under this Agreement shall not be deemed as a serious cause.</p> <p>In addition, either party may terminate this Agreement with immediate effect upon the execution or ratification of, change in or amendment to, any law, rule or regulation (or the application or interpretation of any law, rule or regulation) that occurs after the date of this Agreement but prior to the Delivery, and which (i) materially adversely affects either party; or (ii) results in the performance of any obligation of either of the parties under this Agreement being unlawful. The terminating party shall send a written notice to the other party stating the date of termination of the Agreement. Such notification must be given in writing by mail.</p> <p>The right under this provision is in addition to any other remedies available under this Agreement or at law.</p> <p>The calculation of any applicable termination amount is done in accordance with and subject to Clause 13 (limitation of Liability).</p>
18. Assignment	<p>Neither party shall be entitled to assign any of its rights or obligations under this Agreement to any person, without the prior written consent of the other party. Such consent may not be withheld unreasonably or delayed, and any purported assignment, charge, or transfer in violation of this Clause shall be void.</p> <p>The Seller is entitled to assign and transfer its rights under this Agreement by way of security to or in favour of any bank or financial institutions in relation to the financing of that Party's business activities</p>
19. Notifications and Correspondence	<p>All notices or other correspondence under this Agreement shall be in writing and in the English language and shall be deemed to have been received by a party:</p> <ul style="list-style-type: none"> (a) if delivered by hand or courier, on the day of delivery; (b) if posted, on the 5th Business Day after being mailed; or (c) if sent by e-mail, on the day it is sent to the respective addresses set out in No.2 and No. 3; <p>Notifications related to change or termination of this Agreement shall only be announced to the other Party by hand, by mail or by the courier, according to the conditions of delivery set out in letters (a) and (b) of this provision.</p> <p>All such notices and other communications shall be addressed as set out above in No 2, if to the Seller, and as set out in No 3, if to the Buyer or to such other addresses, as may be notified in accordance with this provision.</p>
20. Severability	<p>In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent declared invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement, and the remainder of this Agreement shall remain binding on the parties hereto. However, in the event that any such provision shall be declared unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law or governmental or regulatory authority and shall continue to be fully enforceable as so modified.</p>
21. Entire Agreement	<p>This Agreement supersedes all prior agreements and understandings, written and oral, between the parties with respect to its subject matter and constitutes the entire agreement between the parties.</p> <p>Any amendments to this Agreement shall be in writing and shall have no effect unless signed by the duly authorised representatives of the parties.</p>
22. Governing law	<p>This Agreement shall be governed by and construed in accordance with the laws of the Republic of Austria, explicitly excluding the rules of the CISG (Convention for International Sale of Goods). Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, interpretation, termination, or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) (the "Rules"). The place of arbitration shall be Vienna, the Republic of Austria. The language to be used in the arbitral proceedings shall be English. The arbitral awards shall be the final decision in the case and shall be binding for the Parties.</p> <p>In the event of any difficulty in relation to the performance of the Agreement, the parties undertake to proceed diligently with good faith negotiations in an attempt to find the solution best adapted to the situation. The difficulty shall be raised by means of a written communication from one party to the other.</p>

**23. Entry into the
force of the
Agreement**

This Agreement shall be published in the Central Registry of Contracts of the Slovak Republic, in accordance with the Act. No. 211/2000 Coll., on freedom of information, and the Act. No. 40/1964 Coll., the Civil Code, under the Slovak law.

The Buyer shall ensure the publication of this Agreement in the Central Registry of Contracts of the Slovak Republic under this provision in 24 hours after the receipt of this Agreement signed by both parties. The Buyer shall notify the Seller of the publication of the Agreement immediately, no later than 24 hours after the publication. Along with the notification of publication, the Buyer shall provide the Seller with a web address of the Central Registry of Contracts of the Slovak Republic, leading to a published Agreement.

This Agreement enters into force on the day following the day of its publication under this provision

In the event that the publication of the Agreement is not accepted or the Agreement is deleted from the Central Registry of Contracts, the enforceability of the Agreement is in no event affected.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Agreement enclosed for that purpose and returning it to us.

Issued by:
ACT Commodities B.V.

Name: Bram Bastiaansen
Title: CEO
14-2-2022

Confirmed as of the date first above written:
Martinská teplárská, a.s.

Name: JUDr. Erik Štefák
Title: predseda predstavenstva / Chairman of the Board

Name: Ing. Tibor Petráš
Title: člen predstavenstva / Member of the Board

Annex I – Example of a certificate



Déclaration d'utilisation des GO

Ce document atteste qu'une opération d'utilisation de Garanties d'Origine a été enregistrée par le Registre National Français des Garanties d'Origine (GO) biométhane. Les GO dont les références sont listées ci-dessous sont concernées par l'opération d'utilisation. Elles ne sont plus négociables ou utilisables. Toute vente ultérieure ou utilisation ultérieure de cette attestation d'utilisation est interdite. Tout amendement de cette attestation est interdit. La présente attestation d'utilisation des GO est générée par un fournisseur pour son client. Le fournisseur est identifié par 2 champs : son nom et l'adresse déclarée lors de son inscription dans le registre des GO. Le client est identifié par cinq champs : Nom du site, Adresse, date de mise en service, capacité annuelle de production et la technologie utilisée. Sont aussi précisés les dates de début et de fin de consommation du biométhane correspondant à l'opération et sa valorisation. Concernant la valorisation du biométhane les choix possibles sont les suivants : Carburant ; Combustible - usage domestique ; Combustible - usage industriel ; Combustible - usage tertiaire / collectif. Enfin, la quantité totale de GO en MWh, utilisée lors de cette opération est précisée. 1GO=1MWh de biométhane injecté dans un réseau de distribution ou de transport de gaz naturel.

Détails de l'opération

Type d'opération:	GO utilisées
Date de l'opération:	2021-12-07 17:48:21
Numéro d'opération :	2021120700001

Message au destinataire

De		À	
Titulaire du compte:	ACT Commodities B.V.	Nom du bénéficiaire:	Cancelled on behalf of ACT Client
Compte:	FB- ACT Commodities B.V.- 643002406771000619	Adresse:	SK187
Gestionnaire GO:	GRDF - Gaz Réseau Distribution France	Période de consommation:	2021-01-01 to 2021-12-31
Rue:	STRAWINSKYLAAN 03127 TW 1&2 7&9E	Pays de consommation:	France
Ville et code postal:	1077ZX AMSTERDAM	PCE:	IS000530010541
Pays:	Pays-Bas	Mode de valorisation:	Autres usages
		Type de bénéficiaire:	Consommateur mono PCE

Total

Total MWh:	1
Total Biométhane-GO:	1

Numéro de certificat (de - à)	Volume Gestionnaire GO	Intrant, technologie	ST	Date d'émission	Période de production	Le site d'injection de (nom de la GSRN, production annuelle estimée)	Type de certificat	Régimes de soutien	
6430024065559 0901000000383 3241 À 6430024065559 0901000000383 3241	1	GRDF - Gaz Réseau Distribution France	G0300, TG00000	S	2020-10-30	2019-11-08 À 2020-09-30	643002406771001623 4090 kWh STEP GPSEO / LES MUREAUX	Biométhane-GO	Aucun aide reçue

Information publique du site d'injection

Nom du site d'injection:	STEP GPSEO / LES MUREAUX
Le site d'injection GSRN:	643002406771001623
Gestionnaire GO:	GRDF - Gaz Réseau Distribution France
Production annuelle, MWt:	4090
Date de mise en service:	2019-11-08
Emplacement du site d'injection:	78130 LES MUREAUX, FR
Technologie:	TG00000 - Biométhane
Intrant:	G0300 - Type d'intrant biométhane/Boues de STEP
Détail des intrants:	Boues, graisses, liquides organiques résultant du traitement des eaux usées urbaines
Plus d'informations:	-
Appui à la production:	-

ČESTNÉ VYHLÁSENIE

Martinská teplárenská, a.s., so sídlom Robotnícka 17, 036 80 Martin, IČO: 36 403 016, konajúca prostredníctvom JUDr. Erik Štefák, predseda predstavenstva a Ing. Tibor Petráš, člen predstavenstva týmto v zmysle Usmernenia k uplatneniu potvrdenia o pôvode pre bioplyn z plynárenskej siete v EÚ ETS vydaného Ministerstvom životného prostredia SR v spolupráci s Ministerstvom hospodárstva SR, v súlade s bodom 6 tohto Usmernenia ako prevádzkovateľ EÚ ETS prevádzky

čestne vyhlasuje,

že predložený doklad vydaný registrom, ktorý deklaruje zrušené potvrdenie o pôvode pre bioplyn a z ktorého je možné určiť množstvo energie bioplynu dodaného do plynárenskej siete a ktorý zároveň spolu s jeho úradne overenou kópiou v slovenskom jazyku tvorí súčasť tohto čestného vyhlásenia je pravý .

V Martine dňa

JUDr. Erik Štefák
predseda predstavenstva
Martinská teplárenská, a.s.

Ing. Tibor Petráš
člen predstavenstva
Martinská teplárenská, a.s.