

## RSB Book and Claim Registry Terms and Conditions

RSB – Roundtable on Sustainable Biomaterials Association (“**RSB**”) is a global, multi-stakeholder and independent organisation that offers workable and practical solutions to ensure the implementation of environmental and social sustainability on the ground, being the world most trusted, peer reviewed global certification system for sustainable biomass production and conversion.

The RSB Book and Claim System has been created to facilitate the connection between certified operators and value chain partners interested in collaborating in the transition to sustainable, low carbon products without physical supply chain connection (see the RSB Book and Claim Manual with RSB Reference Code RSB-PRO-20-001-001, also the “**RSB Book and Claim Manual**” or the “**Manual**”) and RSB has developed, for this purpose, the RSB Book and Claim Registry (“**RSB Book and Claim Registry**” or the “**Registry**”), a standardised electronic database to allow for the transfer of the sustainability benefits of certified products via book and claim. The RSB Book and Claim Registry is a web and cloud-based application consisting of a globally publicly accessible interface and protected user accounts that require registration and login.

Registrants will be provided functions relevant to their role through their account/s in the Registry and will be subject to the RSB Book and Claim Registry Rulebook (“**RSB Book and Claim Registry Rulebook**” or the “**Rulebook**”), these RSB Book and Claim Registry Terms and Conditions (“**RSB Book and Claim Registry Terms and Conditions**” or “**Terms and Conditions**”) upon submission of the relevant Application Form, as described below, in addition to the signature of the Declaration of Commitment.

### 1. Terms and Conditions

- 1.1. These general Terms and Conditions set out the rules that govern the use of the RSB Book and Claim Registry by any entity willing to operate one or several accounts within the Registry (“**Registrant**”).
- 1.2. Acceptance of these Terms and Conditions by the Registrant will create a binding agreement (the “**Agreement**”) between RSB and the Registrant (each of them a “**Party**” and together the “**Parties**”).
- 1.3. The RSB Book and Claim Manual and the RSB Book and Claim Registry Rulebook in their latest versions are incorporated into and form part of this Agreement. In case of dispute between any provisions in the Agreement and the Manual or the Rulebook, the Manual or the Rulebook shall prevail, as applicable.

- 1.4. This Agreement represents the whole agreement between the Parties in respect to the RSB Book and Claim Registry and shall apply to all accounts held by the Registrant.
- 1.5. This Agreement and all subsequent amendments (including, but not limited to, amendments to the Manual and the Rulebook), constitute the Terms and Conditions for the access and use of the Registry.

## 2. Definitions

- 2.1. Save for definitions expressly given, the terms in this Agreement that are identified by capitalisation have the meanings assigned to them by the RSB Book and Claim Manual or in the RSB Book and Claim Registry Rulebook.
- 2.2. In case of dispute between the definitions in the Agreement and the Manual or the Rulebook, the Manual or the Rulebook shall prevail, as applicable.
- 2.3. In addition to definitions set forth in Section 2.1., the following definitions will apply to the terms:
  - 2.3.1. **“Registrant’s Affiliates”** means any person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with the Registrant. Exclusively for the purposes of these Terms and Conditions, Registrant’s Affiliates will include the natural person/s designated by the Registrant to access and operate the Registry on the Registrant’s behalf.
  - 2.3.2. **“RSB Affiliates”** includes, exclusively for the purposes of these Terms and Conditions, RSB stakeholders engaged or with an intention to engage and participate in the RSB Book and Claim System.
  - 2.3.3. **“Confidential Information”** means any information, in whatever form or medium of RSB or RSB Affiliates furnished or otherwise made available to the Registrant and/or the Registrant’s Affiliates in connection with the Agreement (including, without limitation, all business, technical and/or commercial information of a confidential or proprietary nature, including but not limited to trade secrets, know-how, inventions, processes, formulas, recipes, technical data or specifications, drawings, business or financial information), together with analyses, compilations, reports, memoranda, notes and other oral, written or electronic materials which contain, reflect or are based, in whole or in part, upon such information, including, without limitation, proprietary information.
  - 2.3.4. **“Declaration of Commitment”** is the declaration signed by a duly authorised representative of the Registrant on the Registrant’s behalf committing to access and operate the Registry in compliance with the applicable laws and regulations and the RSB Book and Claim System (including but not limited to the RSB Certification System, the Manual, these Terms and Conditions and the Rulebook).

2.3.5. **“Intellectual Property”** means all recognized and protectable rights and interests such as patents (whether or not issued), copyrights, trademarks, applications for any of the foregoing, inventions, proprietary information, trade secrets, domain names, logos, insignia, color combinations, slogans, moral rights, author’s rights, contract and licensing rights, works, know-how, design flows, methodologies, devices business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence.

### 3. General Obligations, Representations and Warranties

3.1. Each Party, hereby agrees to:

3.1.1. Adhere to these Terms and Conditions and comply with the Agreement, including but not limited to, the RSB Book and Claim System rules and regulations as provided in the RSB Book and Claim Manual and the RSB Book and Claim Registry Rulebook.

3.1.2. Act in accordance with all applicable laws and regulations, including but not limited to the laws and regulations applicable to the information registered within the RSB Book and Claim Registry and its sources.

3.1.3. Contribute the implementation of the Agreement, to the extent that both parties shall provide each other without delay all necessary information required by the application of this Agreement, including, without limitation, in case of the Registrant, non-conformity of the information included in the Registry.

3.2. Each Party represents and warrants that it is duly organised under the laws of jurisdiction of incorporation, under which it has the full right, power and authority to execute, deliver and perform this Agreement, and it has received all the necessary authorisations (including all necessary governmental and/or corporate authorisations) to execute, deliver and perform this Agreement being bound by it.

### 4. Registrant: Role and Responsibilities

4.1. In addition to the terms in Section 3.1., the Registrant hereby agrees to:

4.1.1. Enter into the Declaration of Commitment with the acceptance of these Terms and Conditions.

4.1.2. Maintain complete and accurate records of compliance with the Agreement, including complete and accurate records on the information provided in the RSB Book and Claim Registry and its sources for the period required under the applicable laws and regulations, and, in any case, for a period of seven (7) years.

- 4.1.3. Ensure at all times that the data or information included in the RSB Book and Claim Registry are true and accurate and do not violate the applicable laws and regulations to the information and/or their sources or any confidentiality or Intellectual Property of a third party. The Registrant will maintain complete and accurate records to support compliance with this Section and hereby acknowledges this information shall be provided under request to RSB, the auditors and/or authorities relying on the information within the RSB Book and Claim Registry.
- 4.1.4. Notify RSB immediately upon discovery of any faults or defects in the RSB Book and Claim Registry and/or its associated website and co-operate fully with RSB in the diagnosis and cure of any such fault or defect.
- 4.1.5. Grant access to auditors and/or the applicable authorities to the Registrant account/s in the Registry by sharing an access token under request. Access to the RSB Book and Claim Registry under this Section shall never be provided without prior prompt written notice to RSB, who shall provide confirmation in writing to the Registrant, unless otherwise provided in the applicable laws and regulations.
- 4.1.6. Use their best efforts to maintain their reputation as responsible, reputable and financially sound organisation suitable in the judgment of RSB to exercise the rights granted to them under the Agreement.
- 4.1.7. Use their status as RSB Book and Claim Registrant to uphold the reputation, standing and awareness of RSB and RSB Affiliates, including but not limited to RSB Intellectual Property. The Registrant shall at all times use reasonable efforts to provide clear and truthful information in relation to its activities within the RSB Book and Claim Registry. RSB may require the Registrant to improve the language used to support the clarity and accuracy of information provided. For the avoidance of doubt, this may include, but shall not be limited to the Registrant informing any third parties relying on the information within the RSB Book and Claim Registry of the correction, and if required, publishing of such correction in public media.
- 4.1.8. Maintain qualified, competent staff, professional consultants and administrative services, including access to modern communications facilities, enabling proper execution of their duties and obligations under the Agreement, either through their own professionals or by subcontract.
- 4.1.9. Comply with any applicable laws and regulations and maintain such licenses, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Agreement. Nothing in these Terms and Conditions purports to limit or exclude any liability for fraud.
- 4.1.10. Use the RSB Book and Claim Registry, its associated website and documentation for the final purpose of the RSB Book and Claim System as defined in the applicable regulations, including but not limited to the RSB Book and Claim Manual and the RSB Book and Claim Registry Rulebook.

- 4.1.11. Attend training for the use of the RSB Book and Claim Registry or procure that at least a member of their team does so, when required by RSB, at their own expense.
- 4.1.12. Allow the RSB use of anonymised aggregate data related to market activities for purposes of general market statistics, promotional material or other informational documents.
- 4.1.13. Allow RSB to release the participation of the Registrant in the RSB Book and Claim System through the RSB Book and Claim Registry to other Registrants for the purpose of facilitating the RSB Book and Claim Registry services.
- 4.1.14. Authorise RSB to publish and provide agreed upon non-anonymised information from the RSB Book and Claim Registry to third parties and, in particular, to auditors and relevant authorities, under the terms of the RSB Book and Claim System and the applicable laws and regulations, with the understanding that the disclosure will not include confidential, sensitive or proprietary information to the largest possible extent.
- 4.2. The Registrant hereby acknowledges:
  - 4.2.1. RSB is not a party to any agreements relating to the information within the RSB Book and Claim Registry.
  - 4.2.2. RSB will not have any liability or obligation in connection with the information contained within the RSB Book and Claim Registry or for any acts or omissions of Registrant in the use of the RSB Book and Claim Registry and the information contained therein, whether inside or outside the RSB Book and Claim System, and, in particular, in case of misuse of the Registry as provided under these Terms and Conditions and the RSB Book and Claim System.
  - 4.2.3. RSB will not have any liability for restrictions or interruptions of the RSB Book and Claim Registry. RSB will duly notify foreseeable interruptions of the RSB Book and Claim Registry operations for maintenance as at least three (3) business days in advance.
  - 4.2.4. In case of unforeseeable interruptions of RSB Book and Claim Registry due to force majeure, technical malfunctions or for reasons of the Registry security, the Registrant will be notified within a reasonable time.
  - 4.2.5. RSB may have reporting obligations in front of third parties relying on the information in the RSB Book and Claim Registry and is hereby authorised to share any information registered by the Registrant for these purposes. RSB will notify the Registrant about the information reported, if applicable.

## 5. RSB: Role and Responsibilities

- 5.1. RSB shall, in the performance of its duties, roles and responsibilities under the Agreement, directly or through any other entity acting on its behalf, act in accordance with professional standards usually required of a service provider of such kind.
- 5.2. In addition to the terms in 3.1., RSB hereby agrees to:
  - 5.2.1. Accept the Declaration of Commitment by the Registrant to be signed together with these Terms and Conditions.
  - 5.2.2. Maintain proper and efficient procedures for the RSB Book and Claim System and for the evaluation and recognition of new Registrants.
  - 5.2.3. Issue regular information to Registrants within the RSB Book and Claim Registry on the development and maintenance of the RSB Book and Claim System.
  - 5.2.4. Maintain proper and efficient procedures for the RSB Book and Claim Registry and develop and maintain a procedure to recognise third-party book and claim registries to be potentially linked to the RSB Book and Claim Registry.
  - 5.2.5. Use its best efforts to maintain its reputation as a responsible, reputable and financially sound organisation.

## 6. Registration within the RSB Book and Claim Registry

- 6.1. Only duly identified legal persons may be authorised to access and operate the RSB Book and Claim Registry and, therefore, have access to the Registry services.
- 6.2. Access to the RSB Book and Claim Registry will be provided to the Entity under the fulfilment of the following requirements:
  - 6.2.1. The Registrant has submitted the relevant Application Form signed by a duly authorized representative with full capacity to contract on behalf of the Registrant and a maximum of two (2) natural persons (of legal age) suggested as designated System Users, together with the required Declaration of Commitment and any additional information as requested by RSB during the application process.
  - 6.2.2. The Registrant agrees and acknowledges through the Declaration of Commitment that the designated natural persons are authorised by the Registrant to act on the Registrant's behalf within the Registry through the System Account and/or System Users with power to bind the Registrant.

- 6.2.3. The Application Form contains all the information within the required fields, including their legitimate interest as potential user of the RSB Book and Claim Registry and the requested function(s) through the selection of an account role as defined within the RSB Book and Claim Registry Rulebook.
  - 6.2.3.1. In particular, to request the function of registration of Book and Claim Units, the Registrant shall receive certification as traders in any RSB Certification Scheme including book and claim within the scope of certification, sign the RSB Participating Operator Agreement and adhere to the requirements outlined in the RSB Book and Claim Manual.
- 6.2.4. The applicable fees, as provided under the Book and Claim Registry Rulebook and these Terms and Conditions, have been received by RSB. The Registrant will pay pro-rated fees based on the number of months remaining in the first year of subscription from the date of effective registration as notified by RSB.
- 6.3. The Registrant ensures and is responsible for the correctness, lawfulness and comprehensibility of the information included in the Application Form at the time of its submission.
- 6.4. RSB will review the documentation submitted by the Registrant, carry out the relevant due diligence process and, provided all requirements have been duly fulfilled, approve the Registrant's access to the RSB Book and Claim Registry through the System Account and/or System User/s.
- 6.5. In the event RSB considers that the legitimate interest alleged by the Entity is not sufficient to provide them with access to the RSB Book and Claim Registry, access to the Registry will be denied and, given the case, any amounts pre-authorized by the Entity refunded.
- 6.6. RSB reserves the right to change the prerequisites of access to the RSB Book and Claim Registry. For these purposes, the general terms for modification of these Terms and Conditions will apply.

## 7. Account Access

- 7.1. The Registrant shall have the right, through the System Account and/or System User/s, to carry out the assigned functions (including but not limited to register, transfer and/or retire Book and Claim Units in the RSB Book and Claim Registry) based on their assigned account role within the Registry.
- 7.2. The Registrant will be ensured continuous access under these Terms and Conditions, and, in any case, provided the following requirements are fulfilled:
  - 7.2.1. The applicable fees, as provided under the Book and Claim Registry Rulebook and these Terms and Conditions, have been paid on time. Lack of payment in due time of the

applicable fees may lead to temporary and even definitive restriction of the Registrant's access to the RSB Book and Claim Registry.

- 7.2.2. No infringements to the Agreement, including the RSB Book and Claim System documentation (and, in particular, the Manual, the Rulebook and these Terms and Conditions) have been committed by the Registrant by itself or through its System Account and/or System User/s. The Registrant shall provide sufficient evidence to demonstrate compliance with the Agreement.
- 7.3. The Registrant is responsible for ensuring that the RSB Book and Claim Registry access information is used securely by the Registrant and the System Account and/or System User/s. If secure use is no longer guaranteed, the Registrant shall immediately notify RSB. The Registrant remains solely liable for any loss or damage incurred due to the unauthorised use of the Registrant's RSB Book and Claim Registry access information.
- 7.4. The Registrant acknowledges and accepts the right of RSB to perform unannounced control and auditing to the Registrant System Account and System User/s accounts, and agrees that any information provided by the Registrant about their performance within the RSB Book and Claim Registry to RSB will be complete, accurate, and in line with the information request.
- 7.5. Inactivity of the System Account and/or the System User/s accounts may lead to the inactive account/s to be closed by RSB.

## 8. Registration, Transfer and Retirement of Book and Claim Units

- 8.1. The Registrant fully understands and agrees, that any use of the RSB Book and Claim Registry and, in particular, the registration, transfer and retirement of Book and Claim Units shall comply with all applicable requirements within the RSB Book and Claim System, including but not limited to:
  - 8.1.1. The General Requirements as provided in the RSB Book and Claim Manual.
  - 8.1.2. The Requirements for Book and Claim Units Registration, Transfer, Retirement and Claims as provided in the RSB Book and Claim Manual.
  - 8.1.3. The Requirements related to Double Counting and Claiming as provided in the RSB Book and Claim Manual.
  - 8.1.4. The Requirements related to Additionality as provided in the RSB Book and Claim Manual.
  - 8.1.5. The general rules for the use of the RSB Book and Claim Registry as provided in the RSB Book and Claim Registry Rulebook.



8.2. The RSB Book and Claim Registry records all transactions of Book and Claim Units among its Registrants within their assigned account roles and functions. Any transactions and/or agreements among Registrants with regards to Book and Claim Units will need to be duly tracked within the RSB Book and Claim Registry for Book and Claim Units to be validly performed under the RSB Book and Claim System.

8.3. Book and Claim Unit ownership within the RSB Book and Claim System shall depend exclusively on ownership within the Registrant RSB Book and Claim Registry account. Book and Claim Unit claims may only be carried out under the terms of the RSB Book and Claim System and, in particular, the RSB Book and Claim Manual and the RSB Book and Claim Registry Rulebook.

## 9. Non-Conformity

9.1. RSB has the right to remove or suspend the Registrant's access to the RSB Book and Claim Registry under the Terms of this Section and, in particular, if:

9.1.1. There is a misuse of the RSB Book and Claim Registry system by the Registrant through its System Account and/or System User/s. In case RSB identifies a misuse of the RSB Book and Claim Registry system under the terms of this Section, RSB will notify the Registrant and request prompt solution to the non-conformity. If the non-conformity has not been solved by the Registrant under the terms of this Section within fourteen (14) calendar days, the Registrant's access to the RSB Book and Claim Registry may be suspended.

9.1.2. The Registrant by itself or through its System Account and/or System User/s don't comply with the Agreement, including the set of rules under the RSB Book and Claim System.

9.1.3. The Registrant or any of its Affiliates repeatedly make fraudulent statements under Section 12 of these Terms and Conditions.

9.2. Suspension of the Registrant's access to the RSB Book and Claim Registry will derive in the suspension of the Registrant's rights under the RSB Book and Claim System within the RSB Book and Claim Registry, but not of the Registrant's obligations. The Registrant shall not be entitled to any compensation under the Agreement or otherwise arising out of such suspension.

9.3. Removal of the Registrant's access to the RSB Book and Claim Registry under the terms of this Section may lead to Termination under Section 17.

9.4. The Registrant agrees that lack of compliance with the requirements of the RSB Book and Claim System in the use of the RSB Book and Claim Registry may lead to non-conformity, including but not limited to:

9.4.1. Inadvertent non-conformity, not resulting from or achieved through deliberate planning by the Registrant (through its System Account and/or any of its System User/s).

- 9.4.2. Intentional non-conformity, resulting from or achieved through deliberate planning by the Registrant (through its System Account and/or any of its System User/s).
- 9.5. The Registrant agrees that non-conformity may lead, at RSB's discretion, to the following consequences:
  - 9.5.1. Temporary or definitive restriction of the access of the Registrant to the RSB Book and Claim Registry. RSB reserves the right to restrict access to the RSB Book and Claim Registry by the Registrant under the terms of this Section. The suspension will be reversed after the correction of the identified non-conformity, if applicable.
  - 9.5.2. Modifications in the Registrant's (related) information in the Registry by RSB, with prior notification to the Registrant, to solve the consequences of non-conformity and ensure appropriate and accurate functioning of the RSB Book and Claim Registry.
  - 9.5.3. Prompt notification of non-conformity by the Registrant to any third parties relying on the information contained in the Registry and the accurate updated information under their own responsibility, including but not limited to: (i) notification to third parties relying on non-compliant information, e.g. with whom the Registrant may have signed commercial agreements in reliance to information resulting from the non-compliant use of the Registry; (ii) reporting to the applicable authorities to whom the information may have been reported.
- 9.6. RSB shall permanently remove access to the RSB Book and Claim Registry by written notice thereof to the Registrant where the misuse or breach persists and, in particular, in case of wilful or negligent misconduct.
- 9.7. Any fees paid will not be refunded. Open Volume Fees for Book and Claim Unit registrations must be paid regardless of suspension or deactivation of the Registrant's account.

## 10. Fees and Charges, Invoicing and Tax

- 10.1. The RSB Book and Claim Registry fees and charges payable by the Registrant are provided in: <https://registry.rsb.org/docs>. All prices quoted by RSB are in United States Dollars (USD). All payments must be done in United States Dollars (USD). The applicable fees and charges will be calculated according to the public information as of the date of issuance of the invoice.
- 10.2. All amounts referred to in the Agreement are exclusive of value added tax (VAT) and other applicable taxes. All payments under the Agreement shall be made without any withholding of or deduction for or on account of any tax, unless such withholding or deduction is required by law, in which case the Registrant shall inform RSB immediately of such requirement. The Registrant shall increase the amount of any payment which is required to be made subject to a withholding or deduction to the extent necessary to ensure that RSB receives

the amount it is entitled to receive according to the RSB Book & Claim Registry fees, unless otherwise provided in the applicable law.

- 10.3. The Registrant agrees to be solely liable and responsible for duly paying all fees to RSB related to the use of the RSB Book and Claim Registry. The Registrant further agrees to accept the standards of practice and protocol used by RSB related to invoicing and payments as provided under this Section.
- 10.4. RSB reserves the right to unilaterally vary these charges from time to time. RSB shall notify the Registrant at least two (2) months in advance of any planned changes to the RSB Book and Claim Registry fees.
- 10.5. The Registrant shall pay all sums that it owes to RSB under these Terms and Conditions without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
- 10.6. RSB shall submit to the Registrant an invoice according to the invoicing details and information provided by the Registrant to RSB, under the terms of the RSB Book and Claim Registry Rulebook. RSB reserves the right not to make changes to invoices following their issuance and submission.
- 10.7. Unless otherwise agreed with the Registrant in writing, full payment must occur within three (3) months of the date of issuance of the relevant invoice. Where payment is not made under the terms of the Agreement RSB shall be entitled to suspend access to the RSB Book and Claim Registry for the Registrant System Account and its System User/s. The suspension will only be lifted upon clearance of the due payment in full. The Registrant shall not be entitled to any compensation under this Agreement or otherwise arising out of such suspension.
- 10.8. The Registrant shall remain responsible for payment of all invoiced fees regardless of whether suspension has been applied until such time as full payment has been cleared.
- 10.9. The Registry subscription, and therefore invoicing of fees and charges, will be aligned with the calendar year under the provisions of Section 17.2.

## 11. Reputation

- 11.1. The Registrant undertakes to maintain the international prestige and goodwill of RSB and the RSB Book and Claim System and, therefore, represents and warrants that:
  - 11.1.1. RSB is recognized in the industry and with the public as independent service providers.

- 11.1.2. In conducting any activity in connection with or related to RSB, the RSB Book and Claim System and, in particular, the RSB Book and Claim Registry, the Registrant will ensure and maintain RSB's high standards and reputation.
- 11.1.3. The Registrant will not intentionally commit any act or omission that could or would reasonably cause or threaten to cause harm to RSB and the RSB Book and Claim System, or the high standards and reputation of each.
- 11.1.4. The Registrant will cooperate reasonably and in good faith with RSB and with the RSB Book and Claim System to help maintain the high standards and reputation of each. The Registrant will undertake all reasonable efforts to properly supervise their employees, agents and representatives in a manner to ensure that they do not cause or threaten to cause harm to RSB or RSB Book and Claim System or to the high standards and reputation of each.

## 12. Claims

- 12.1. The Registrant agrees to comply with the RSB Procedure on Communications and Claims (with RSB reference code RSB-PRO-50-001) in its latest version in order to maintain the integrity of RSB, RSB Book and Claim System and the RSB Book and Claim Registry.
- 12.2. The Registrant hereby acknowledges that RSB does not guarantee the acceptance of claims derived from the use of the RSB Book and Claim Registry in voluntary or regulatory markets. Claims may only refer to the information contained in the Retirement Statement and the Registrant shall seek independent advice on the legal, accounting, tax and/or regulatory application of the claims set out in the retirement statement against voluntary greenhouse gas (GHG) emission reduction schemes.
- 12.3. The Registrant also agrees that RSB has the right to take action in case of breach of the RSB Procedure on Communications and Claims, or in case of any false, deceptive or misleading claims derived from the use (or misuse) of the RSB Book and Claim Registry. In the event of fraudulent public or private communications related to the RSB Book and Claim Registry or the information contained in the Registry, the Registrant will be given a warning by RSB, and the Registrant shall be expected to promptly remedy the fraudulent statement. In case of repeated fraudulent statements by the Registrant, the provisions in Section 9 of these Terms and Conditions will apply.
- 12.4. Any alleged infringement of this Section and the referred regulations will need to be promptly notified by the Registrant to RSB.

### 13. Integrity

- 13.1. RSB and the Registrant shall cooperate to ensure that no unjust enrichment occurs as a result of a non-conformity (whether inadvertent or intentional) in the use of the RSB Book and Claim Registry.
- 13.2. For that purpose, registration and transactions of Book and Claim Units issued within the RSB Book and Claim Registry may be withdrawn or amended by RSB and/or the Registrant, having regard to the objective of securing integrity and accuracy in the functioning of the RSB Book and Claim Registry.

### 14. Information Systems

- 14.1. The RSB Book and Claim Registry is a standardised electronic database with internet access owned by RSB. RSB will act with due diligence in the provision of the information systems referred to the RSB Book and Claim Registry.
- 14.2. The Registrant may be required to sign a separate API access agreement, if necessary, to access the RSB Book and Claim Registry.
- 14.3. The Registrant hereby acknowledges that they are aware of the special risks involved in internet operations and that information transmitted or stored may potentially be intercepted and/or modified by unauthorised persons.
- 14.4. The Registrant shall arrange at their own cost, the necessary information technology architecture and interfaces needed in order to access and operate the RSB Book and Claim Registry and shall be responsible for sufficient data security relating to the access and use of the RSB Book and Claim Registry, including the management of System Account and System User/s account passwords.
- 14.5. RSB keeps the right to periodically update and make any changes to the RSB Book and Claim Registry at its own discretion. RSB will inform the Registrant in writing (including via email or similar electronic communications) about relevant modifications to the RSB Book and Claim Registry.

### 15. Force Majeure

- 15.1. For the purposes of this Agreement, force majeure means an occurrence beyond the reasonable control of the party claiming force majeure which it could not reasonably have avoided or overcome and which makes it impossible for it to perform its obligations hereunder, including, but without limitation, due to the failure of communications or computer systems ("**Force Majeure**").

- 15.2. If a Party is fully or partly prevented due to Force Majeure from performing its obligations in the terms of this Agreement and the such Party complies with the requirements of this Section, no breach or default by the relevant party shall be deemed to have occurred and it shall be released from those obligations for the period of time and to the extent that such Force Majeure prevents its performance. No obligation to pay damages will then accrue to such Party.
- 15.3. In the event, and in due measure, the obligations of the Party who claims Force Majeure are released by Force Majeure, the obligations related to the other party will also be released.
- 15.4. Both Parties shall inform each other of the occurrence of Force Majeure as well as of its end without delay and send all commercially reasonable efforts to mitigate the effects of Force Majeure.

## 16. Amendments to these Terms and Conditions

- 16.1. RSB reserves the right to make any changes to the Agreement and, in particular, to these Terms and Conditions and any additional documentation hereto (including the RSB Book and Claim System documentation) from time to time. The Registrant is responsible for being familiar with the latest version of these Terms and Conditions as published in the Registry website. The Registrant will be notified in writing (including email or similar electronic communication means) of relevant modifications to these Terms and Conditions not less than thirty (30) days prior to becoming effective.
- 16.2. RSB agrees to forward their best efforts to amend the Agreement if such amendment is necessary, required or desirable (in the Registrants' and/or their reasonable opinion) due to operational, legal or compliance reasons.
- 16.3. The use of the RSB Book and Claim Registry by the Registrant through the System Account and/or the System User/s following the changes constitutes the Registrant's acceptance of the updated Agreement.

## 17. Term and Termination Rights

- 17.1. Subject to the terms of this Section, the Agreement shall come into force as of the date of last signature of the Declaration of Commitment.
- 17.2. The Registry subscription will be aligned with the calendar year. The Registry subscription will be automatically extended by another year if the account has not been cancelled one (1) month prior the end of the term of twelve (12) months.

- 17.3. RSB may terminate the Registrant's System Account and/or the account/s of their System User/s in the RSB Book and Claim Registry at any time by giving notice in writing to the Registrant under the terms in Section 9 and if:
- 17.3.1. The Registrant, by itself or through its System Account and/or System User/s, commits a material breach of these Terms and Conditions and such breach is not remediable.
- 17.3.2. The Registrant, by itself or through its System Account and/or System User/s, commits a material breach of the Terms and Conditions which is capable of being remedied and such breach is not remedied within fourteen (14) calendar days of receiving written notice of such breach.
- 17.3.3. The Registrant has failed to pay any amount due under these Terms and Conditions on the due date and such amount remains unpaid within thirty (30) calendar days after RSB has given notification to the Registrant that the payment is overdue.
- 17.3.4. Any consent, licence or authorisation held by the Registrant is revoked or modified such that the Registrant is no longer able to comply with its obligations under the Agreement or receive any benefit to which it is entitled, and/or becomes aware that any event has occurred, or circumstances exist which may entitle RSB to terminate the relationship with the Registrant, the Registrant shall immediately notify RSB in writing.
- 17.4. The Registrant may terminate their relationship with RSB by requesting the closing of their account/s within the Registry by giving thirty (30)-day prior notice in writing. The availability of information related to the Registrant within the Registry after termination will depend on the circumstances of the termination, the nature of the information and the potential reliance of third parties, including but not limited to, third-party Registrants, auditors and relevant authorities.
- 17.5. Termination or expiry of the relationship shall not affect any accrued rights of RSB or RSB Affiliates at any time up to the date of termination. In particular, the Registrant will remain liable for all outstanding payments or fees due. Annual fees will not be pro-rated upon termination.
- 17.5.1. In particular, the Registrant hereby acknowledges that some Sections in these Terms and Conditions shall remain valid after termination, where applicable with regards to RSB rights and/or information contained (or that had been contained) within the RSB Book and Claim Registry.

## 18. Notices

- 18.1. Every notice, request, demand, or other communication under this Agreement shall be issued in accordance with the details set out in the Application Form. Each Party is responsible for notifying the other Party of any changes to the information in the Application Form and ensuring confirmation of receipt of such change notification.

- 18.2. Any notice, request, demand or other communication to be given or made under this Agreement shall be deemed to have been delivered, in the case of any notice, request, demand or other communication given or made by facsimile or e-mail when despatched, unless despatched outside normal business hours, when it shall be deemed to have been delivered on the next business day following the date on which it was despatched or, in the case of any notice, request, demand or other communication given or made by letter, posted by registered mail, one (1) business day after the registered delivery date.

## 19. Indemnity and Insurance

- 19.1. The Registrant recognizes that any breach or threatened breach of the Agreement on its end may cause RSB irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to RSB in the applicable laws and regulations, the Registrant acknowledges and agrees that RSB is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 19.2. The Registrant shall indemnify, and keep RSB indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by RSB as a result of or in connection with the Registrant's breach of any of the user's obligations under the Agreement.
- 19.3. The Registrant shall have in place contracts of insurance with reputable insurers to cover their obligations under the Agreement and their performance under the RSB Book and Claim System, where applicable. Upon request, the Registrant shall supply, so far as is reasonable, evidence of the maintenance of the insurance of all of its terms from time to time applicable. The Registrant shall on request assign to RSB the benefit of such insurance.
- 19.4. The Registrant acknowledges that it has not entered into these Terms and Conditions and any documents entered into pursuant to them in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Terms and Conditions. The user shall have no claim for innocent or negligent misrepresentation on the basis of any statement in the Terms and Conditions.

## 20. Intellectual Property

- 20.1. All Intellectual Property in connection to the RSB Book and Claim Registry, its associated website application and RSB Book and Claim System documentation (including the RSB Book and Claim Manual, the RSB Book and Claim Registry Rulebook and the RSB Book and Claim Registry Terms and Conditions) is owned and shall remain to be owned by RSB and shall not (either wholly or partially) be transferred to the Registrant under or pursuant these Terms and Conditions.



- 20.2. RSB grants the Registrant a non-exclusive, non-transferable license to use the RSB Book and Claim Registry, its associated website application, and RSB Book and Claim System related documentation, exclusively under the terms of the Agreement.
- 20.3. Introduction of information by the Registrant through its System Account and/or System User/s within the RSB Book and Claim Registry will not result in the transfer of ownership of any Intellectual Property related to it. RSB will be granted a royalty free, non-exclusive, perpetual, worldwide and sublicensable license and right of use with respect to such Intellectual Property for the performance of its rights and obligations related to the RSB Book and Claim Registry under the RSB Book and Claim System.
- 20.4. Neither Party shall do or omit to do, or authorise any third party to do, or omit to do, any act which is inconsistent with the rights, ownership or use (as the case may be) of intellectual property of the other part or any third party.
- 20.5. The Registrant agrees that RSB has the right to take action against them in case they misuse or misappropriate RSB Intellectual Property in any way that is false, deceptive or misleading. Such action may include, but is not limited to, terminating the account on the Registry or taking legal action against them under the applicable law.

## 21. Confidentiality

- 21.1. Both RSB and the Registrant shall keep confidential each other's Confidential Information and shall only use the same as required to perform these Terms and Conditions, where applicable. The obligation of confidentiality under this Section applies to the Registrant with respect to any Confidential Information they may eventually have access to through the use (or misuse) of the RSB Book and Claim Registry from related third parties. RSB will take appropriate measures to ensure that Confidential Information from the Registrant is not unduly accessed by third parties (and, in particular, third-party Registrants within the RSB Book and Claim Registry).
- 21.2. The provisions of this clause shall not apply to:
  - 21.2.1. Any information which was in the public domain at the date of entry into force of the Agreement;
  - 21.2.2. Any information which comes into the public domain subsequently other than as a consequence of any breach of the Agreement;
  - 21.2.3. Any information which is independently developed by the Registrant without using information supplied by the RSB or RSB Affiliates; or

- 21.2.4. Any disclosure required by law or a regulatory authority provided the Registrant so notifies RSB without undue delay.
- 21.3. Information about individuals and organisations held within the RSB Book and Claim Registry is held confidentially and will only be used by RSB to provide the RSB Book and Claim Registry services within the RSB Book and Claim System.
- 21.4. Any information of commercial or sensitive nature as per the Registrant reasonable understanding shall be treated as Confidential Information by both Parties. Save in case of disclosure required under the applicable laws and regulations, or by requirement of the relevant authorities, disclosure of such information requires prior written consent of the relevant Party.
- 21.5. This Section shall survive the termination of the Agreement and last for five (5) years from the termination date.
- 21.6. The Registrant hereby acknowledges that any exchange of information related to the RSB Book and Claim System and, in particular, to the RSB Book and Claim Registry, is under the Registrant's responsibility and will keep RSB indemnified against any third-party claims in this sense, including third-party users of the RSB Book and Claim Registry.

## 22. Processing of personal data

- 22.1. The Parties shall at all times comply with all Data Privacy regulations in connection with the processing of personal data. Nothing in these Terms and Conditions relieves the Parties of any responsibilities or liabilities under any Data Privacy regulations.
- 22.2. The Registrant shall indemnify and keep RSB indemnified against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to data subjects, demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Registrant of its obligations under this clause.
- 22.3. RSB will implement and maintain technical and organisational measures to protect the personal data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

## 23. Governing Law and Dispute Resolution

- 23.1. The Parties shall use all reasonable endeavors to reach a good faith negotiated resolution with regards to any dispute arising between the Parties out of or in connection with these Terms and Conditions and the Agreement set forth herein.

- 23.2. This Agreement, as well as any dispute or claim arising out of, or in connection with it, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Geneva, Switzerland, without regard to its conflict of laws rules.
- 23.3. If no resolution is reached after good faith negotiations, either party may choose to commence legal proceedings. The Parties irrevocably agree that the courts of Geneva, Switzerland shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with the Agreement, its subject matter or formation (including non-contractual disputes or claims).

## 24. General provisions

- 24.1. The rights and remedies provided in the Agreement for RSB are only cumulative and not exclusive of any rights and remedies provided by applicable laws and regulations.
- 24.2. Unless otherwise provided, time is of the essence of any date or period specified in the Agreement in relation to the Registrant's obligations only.
- 24.3. The Parties agree that the Agreement constitutes the entire agreement between them and supersede all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of this subject matter.
- 24.4. The Registrant may not assign, subcontract or encumber any right or obligation under the Terms and Conditions set forth herein, in whole or in part, without RSB's prior written consent, which RSB may withhold at its absolute discretion.
- 24.5. If any provision of these Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the other provisions of the Terms and Conditions shall not be affected.
- 24.6. No failure, delay or omission by RSB in exercising any right, power or remedy provided by law or under the Terms and Conditions shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 24.7. The Parties are independent persons and are not partners, principal and agent or employer and employee and the Terms and Conditions do not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have nor shall represent that they have, any authority to make commitments on the other Party's behalf.