

GENERAL TERMS AND CONDITIONS

ENCHAR GMBH, KIRCHWEG 54B, 8102 OBERENGSTRINGEN, SWITZERLAND

VERSION 1.0 – NOVEMBER 2022

1 SCOPE AND DEFINITIONS

These General Terms and Conditions ("**Terms**") govern the access to and use of a platform for connecting biochar producers and buyers at <https://enchar.co/> and related websites such as <https://enchar.app> ("**Platform**") in connection with the matching of suppliers and quotes and all related services in the area of biochar ("**Biochar**") operated by **Encha GmbH**, Kirchweg 54B, 8102 Oberengstringen, Switzerland ("**Enchar**"), unless otherwise agreed.

Platform users ("**Users**") are:

- Visitors to the Platform;
- Commercial providers of services ("**Service Providers**");
- Commercial buyers of Biochar ("**Buyers**"); and
- Commercial suppliers of Biochar ("**Suppliers**").

Enchar is the owner and operator of the Platform and the contractual partner to the Users. The Buyers can enter into contracts with the Suppliers ("**Purchase Agreements**") through the services of Enchar.

By creating a user account ("**User Account**") or otherwise accessing the Platform, the Users agree with and undertake to use the Platform solely in accordance with these Terms. These Terms incorporate by reference Enchar's privacy policy ("**Privacy Policy**") which can be found at <https://enchar.co/privacy-policy/>.

The Terms also apply if Enchar provides the same services to Users outside of the Platform (offline) through for instance personal or email exchange.

Enchar reserves the right to change these Terms at any time, and by using the Platform the User is expected to review such Terms on a regular basis. Enchar will notify Users about material changes to these Terms at least 14 days in advance by email.

2 SERVICES

Enchar offers a marketplace which serves as a partner platform for Buyers and Suppliers, enabling:

- Buyers to place requests for quotes of Biochar on the Platform ("**RFQ**");
- Buyers to search a customised database of Suppliers provided by Enchar and select from the displayed Suppliers for an RFQ. The RFQ will only be submitted to Suppliers once the Supplier is onboarded;
- Suppliers to submit and confirm quotes to RFQs on the Platform ("**Quotes**") and confirm orders;
- Matching Suppliers and Buyers willing to conclude a Purchase Agreement;

- Enchar to offer additional services or refer to Service Providers assisting both Buyers and Suppliers in contract fulfilment (together "**Services**").

Enchar constantly develops and improves its Services and may modify or either temporarily or permanently stop providing parts of the offered Services at any time and at its sole discretion. Enchar has no obligation to provide any specific content or feature any specific Suppliers through the Services, and Enchar may remove certain Suppliers from its database of Suppliers at any time and at its sole discretion.

3 RIGHTS & OBLIGATIONS OF THE BUYER

The Buyer is obliged to:

- Guarantee the performance of a Purchase Agreement entered into with a Supplier;
- Provide all information as reasonably requested by Enchar for the placement of a RFQ;
- Only submit RFQs with an actual interest to conclude a Purchase Agreement;
- Respond to all Quotes submitted by Supplier or Enchar in a reasonable time;
- Keep requests for amendments to accepted Quotes within reason.

Keep Enchar informed about changes to the RFQ, e.g. change of volume or change of the order;

- Share all purchase orders for Biochar ordered from Suppliers that they were matched with on the Platform within 3 years of the latest match;
- Enchar will publish RFQs submitted by Buyers anonymised. Enchar reserves the right to not publish an RFQ submitted by the Buyer.

Enchar curates the Biochar offers in their best knowledge and to the best of their ability but does not take any responsibility in the Biochar achieving the desired effects and meeting all regulatory requirements.

4 RIGHTS & OBLIGATIONS OF THE SUPPLIER

4.1 USER ACCOUNT

To use the Services, the Supplier must create a User Account. The Supplier undertakes to keep the User Account details (including the company profile) provided up to date and to comply with the obligations and deadlines pursuant to these Terms. The Supplier needs to supply Enchar with a sample of the Biochar envisaged for supply. Enchar decides at its own discretion whether or not to open the requested User Account.

4.2 OBLIGATIONS OF ENCHAR

Enchar will present curated Suppliers' Biochar offers to Buyers.

Enchar will immediately transmit to the Supplier any withdrawal notices, cancellations or other declarations received from Buyers and, if necessary, process them in coordination with the Supplier vis-à-vis Buyers.

4.3 CONTRACT FULFILMENT

By entering into the Purchase Agreement, the Supplier guarantees the performance of the Purchase Agreement in accordance with the product information and Biochar characteristics of the respective RFQ. The Supplier shall notify Enchar within 5 days of the conclusion of a Purchase Agreement (either directly via email: contact@enchar.co or indirectly through the platform).

The Supplier shall provide Enchar with all necessary and relevant information and materials for the performance of the Purchase Agreement and shall support Enchar in its activities. The Supplier shall notify Enchar immediately of any changes with respect to the information provided and shall notify Enchar of any changes or additions to Biochar offer or quality. Specifically, the Supplier shall provide Enchar with information regarding the change of quality and composition of Biochar, especially after changes in regard to the sample and / or lab test provided, and the change of costs, e.g. transportation costs. The Supplier is obliged to provide Enchar with a sample of the Biochar upon Enchar's request regarding a specific order.

The Supplier shall perform the Purchase Agreement with the Buyer on its own responsibility in accordance with the provisions of the Purchase Agreement and these Terms. The Supplier shall notify Enchar immediately when the Purchase Agreement is fulfilled.

The Supplier shall comply with all prescribed and other standards, in particular the state of the art in the production of Biochar.

5 PAYMENTS & FEES

5.1 SERVICE FEE

RFQs and subsequently brokered orders are subject to an applicable service fee determined by Enchar. The applicable fee and the service fee will be indicated in the respective RFQ Quote submission view and must be accepted before confirming a Quote. In case the total amount of the successfully brokered order is different from the amount of the RFQ, the applicable service fee will be adjusted, pro rata, according to the service fee agreed between the parties.

"Brokered orders" means all Purchase Agreements concluded during 3 years between Buyers and Suppliers which were successfully matched via Enchar ("**Service Fee Period**"). The Service Fee Period begins after Enchar sends the first service fee invoice for the latest Purchase Agreement or after the last matched RFQ in the case of requests for samples, whichever is the latest.

The **"Net Transaction Amount"** is the effective amount actually agreed to be paid by the Buyer according to the Purchase Agreement concluded with the Supplier, excluding any taxes, Enchar's service fees or duties.

Fees are indicated and payable in the Purchase Agreement's currency in the case of CHF, EUR or USD, and unless otherwise specified. For Purchase Agreements in other currencies, the fees shall be payable in CHF. They exclude VAT and other applicable taxes.

The service fee is to be transferred to the account specified by Enchar within 30 days after receiving the service fee invoice. All follow-up orders during the Service Fee Period between the Buyer and the

Supplier are subject to the Enchar service fees pro rata of the last fee rate for the specific Buyer. In the case that no fee rate has previously been determined (e.g. RFQ matched via Enchar and subsequent order without using Enchar's services), a standard rate of 10% applies.

If Users think a correction should be made to any charge they incurred, they must inform Enchar in writing within 30 days after the charge took place or Enchar will have no further responsibility and Users waive their right to later dispute the amounts charged.

5.2 PAYMENT FOR PURCHASE AGREEMENTS

If not agreed otherwise between Enchar and the Buyer and communicated to the Supplier, Payments under the Purchase Agreement are handled directly between the Buyer and the Supplier. Enchar is not a party to such a Purchase Agreement. However, Enchar may offer assistance in contract fulfilment by providing additional services. Enchar does not take any responsibility for the solvency of the Buyers or for the delivery or quality of Suppliers.

Even in cases where Enchar facilitates the order and its payment Enchar is not part of the Purchase Agreement.

6 DISCLOSURE & AUDITS

The Supplier is obliged to process all follow-up orders with converted Buyers on the Platform, or to disclose them to Enchar in full during the Service Fee Period.

During the Service Fee Period, at Enchar's costs and not more than once per year, a third party duly instructed by Enchar may audit the Supplier's business books and other records that relate to the conclusion of Purchase Agreements, to ensure compliance with Supplier's obligations under these Terms.

If the audit shows a breach of Supplier's obligations, Supplier shall pay all the unpaid Enchar service fees, all costs of the audit and a penalty of 300% of all unpaid Enchar Service Fees.

7 ADVERTISEMENTS

By creating a User Account, User grants Enchar the right to use their name for use in connection with the Platform and the business activities of Enchar for advertisement purposes. Users may opt out of this clause anytime by notifying Enchar by email.

8 TERM & TERMINATION

Enchar may terminate the provision of its Services at any time and at its sole discretion, if the User materially breaches contractual obligations, including payment obligations, notification obligations for successfully brokered orders, or fails to fulfil material cooperation obligations; or Enchar ceases operation of the Platform.

After termination of the Services, any obligations of User under these Terms shall remain in force until all pending transactions have been fully settled. The Supplier shall, in particular, be obliged to execute all Purchase Agreements entered into prior to the termination of his contract. All service fees remain payable to Enchar.

9 RESTRICTIONS

The use of the services of Enchar by private customers is prohibited. By utilising Enchar's services, the Users declare that they are business customers (i.e. natural or legal persons or legally responsible partnerships entering into a legal transaction by exercising their commercial or independent professional activity) and not private customers (i.e. natural persons entering into a legal transaction for purposes predominantly outside their trade, business, or profession). Enchar reserves the right to verify that a User is not a private customer (e.g. by checking address details, their business registration or their VAT identification number).

10 WARRANTY & LIABILITY

The Platform is provided "as is", and Enchar makes no warranties of any kind related to this Platform or the information and materials contained thereon.

Enchar is not liable for the fulfilment of the Purchase Agreement by the Supplier or the Buyer.

To the extent that a Buyer or a third party asserts liability claims against Enchar based solely or predominantly on a breach of contract by the Supplier, the Supplier shall indemnify and hold Enchar harmless against all claims upon first demand, and shall reimburse Enchar for reasonable legal defence costs incurred in this regard.

Enchar is liable to the Users in case of Enchar's intent or gross negligence as well as in case of personal injury resulting from Enchar's breach of its obligations. The contractual and non-contractual liability for property damage and financial loss, loss of profit, and consequential harm caused by a defect of the Supplier is excluded in the case of slight negligence, insofar as it does not concern liability for the violation of essential obligations, i.e., cardinal obligations. Cardinal obligations are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the Supplier or the Buyer may regularly rely. In cases of a slightly negligent breach of a cardinal obligation, the liability is limited to the amount of damages foreseeable at the time of conclusion of the contract and typical for the contract.

In addition to the limitations provided for in this clause 10, Enchar's liability due to a negligent breach of its obligations, regardless of the legal basis of the liability, arising from the entire contractual relationship between a User and Enchar is limited to the fees paid by User to Enchar within the twelve months preceding the damaging event.

11 DATA PROTECTION

The Users and Enchar undertake to comply with all applicable laws on the protection of personal data.

The Supplier undertakes to use the Buyer data of which the Supplier has become aware in connection with the Services exclusively for the purpose of fulfilling the Purchase Agreement concluded with the respective Buyer.

12 CONFIDENTIALITY

The Users and Enchar shall maintain confidentiality about all internal processes and confidential matters which come to their knowledge in the course of the use of the Platform, in particular about business and trade secrets. The obligation to maintain secrecy shall continue to exist after the termination of the Services.

Such confidential information is exempt from this obligation:

- which was demonstrably already known to the recipient at the time the Platform was accessed or subsequently become known to the User from a third party, without this violating a confidentiality agreement, statutory regulations, or official orders;
- which is public knowledge at the time the Platform was accessed or are made public thereafter, insofar as this is not based on a breach of these Terms;
- which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obligated to disclose shall inform Enchar in advance and give Enchar the opportunity to object to the disclosure.

The information may be expressly passed on for the fulfilment of the purpose of the provisions of Enchar's services, namely insofar as this is necessary for the referral of potential Suppliers to the Buyer. This includes sharing anonymous Biochar characteristics to the Users, for example. The User explicitly agrees to such disclosure of the information. The identity of the Buyer shall only be disclosed to a Supplier after confirmation by the Buyer, and vice and versa.

The Parties may further define their duties regarding confidentiality in a non-disclosure agreement, in which case the provisions of the non-disclosure agreement prevail.

13 MISCELLANEOUS

Entire Agreement: The Agreement constitutes the entire agreement between Enchar and the User, and supersede all prior agreements, between the Parties relating to the subject matter of the Agreement.

Any deviation from the Terms not anticipated by the Terms requires an explicit reference to the altered clause of the Terms.

Conflict with additional terms: General terms and conditions of the User are excluded unless they have been expressly accepted by Enchar.

Certain web pages or areas on the Platform may contain additional terms. In case of a conflict between these Terms and any such additional terms, the additional terms prevail.

Notices: Notices must be given in writing, including e-mail, and need to be communicated:

- **To Enchar's attention:** via email to: contact@enchar.co;
- **To the User's attention:** via email to the last e-mail address provided for this purpose by the User. It is the User's responsibility to keep provided contact information current.

No assignment: The User may not assign any of its rights, obligations, or claims under the Agreement without the previous consent of Enchar.

Severability: If any provision of the Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions will remain in full force and effect.

Governing law and jurisdiction: These Terms, and all legal relationships arising from this contractual relationship are governed by Swiss law, excluding its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The ordinary court at the seat of Enchar has exclusive jurisdiction for all disputes arising from or in connection with the Terms.