

The terms written with a capital initial in this Service contract are terms as defined in the Participation Agreement.

MFA Service contract

Dear Participant in or End use of the Vertogas Green Gas Certificates system (GGC),

The GGC is Vertogas's electronic trading system. This system is accessible via the internet. Orders for the production, transfer and deduction of Green Gas Certificates must be submitted to Vertogas via the GGC.

You need a digital access code (organisation account, password, verification code) to be able to participate in the GGC. For this purpose Vertogas will send you a code and instructions for activating and using it, once you have been registered by Vertogas as a Participant or End use and Vertogas has received this Service contract signed by you.

As a user of these digital access codes you are referred to as an '*MFA Certificate holder*' and the actual access code is referred to as the '*MFA Certificate*'; (NB this is the standard terminology for these kinds of digital access codes; there is no connection with the terms HG certificates or 'Green Gas Certificates').

We are writing to draw your attention once again to the following provisions that relate to the security and use of digital access to the GGC:

- the *MFA Certificate holder* is responsible for obtaining and having available the hardware and software needed for participation in the GGC;
- in order to have access, your computer system must at least run Microsoft Explorer 5.5;
- the *MFA Certificate holder* must activate his/her *MFA certificate* within 10 working days, otherwise it expires. Vertogas can charge costs if a new *Certificate* is requested;
- the *MFA Certificate* is valid for 365 days;
- the *MFA Certificate holder* must treat the *MFA Certificate* and the password that he/she has chosen and the MFA token as confidential, and protect them against unauthorised use;
- the password of the *MFA Certificate* expires automatically after 365 days, at which point a new password must be set up by the *MFA Certificate holder*;
- while you are logged in as a user of the GGC, are active in a session (i.e. are entering data), there is no time limit on the duration of a Vertogas GGC session. A session is terminated after an inactive period of 8 hours.
- the *MFA Certificate holder* must notify Vertogas immediately of the loss of the *MFA Certificate* or password or suspected unauthorised access;
- the *MFA Certificate holder* can ask Vertogas to block or terminate his/her access to the GGC for any reason;
- If Vertogas suspects unauthorised use, it can block access to the GGC and if necessary withdraw the *MFA Certificate*;
- Vertogas is not liable for damage resulting from the use of the GGC or unauthorised use, blockage and withdrawal of the *Certificate*, unless the damage is the result of deliberate action or gross negligence on the part of Vertogas.

- This service contract takes effect when it is signed by the Participant or End user and ends automatically when the Participation Agreement between the parties comes to an end.
- Vertogas is entitled to amend this service contract, after seeking the opinion of the Participants' Council, if this is appropriate in the light of changes to relevant legislation or regulations or to Vertogas's mandate. Vertogas is entitled to amend this service contract on other grounds with the agreement of the Participants' Council. Amendments take effect 30 days after the day on which the opinion or agreement of the Participants' Council has been received, unless a later date is specified in the notification.
- This service contract is subject solely to Dutch law. Disputes that may arise as a result of the contract will be brought before the competent judge in Groningen.

The following provisions apply only if this service contract is concluded between Vertogas and an End user:

- Vertogas is not liable to End users for damage resulting from the failure to administer an issuing, deduction or transfer of *guarantees of origin* correctly or on time, or resulting from inaccuracies in the guarantee of origin, unless the damage is the result of deliberate action or gross negligence on the part of Vertogas.
- If and insofar as confidential information has to be made accessible for certifying authorities, government bodies, public authorities and/or inspectors of insurance companies, Vertogas and the End user will clearly indicate the confidential nature of this information in writing. The End user will agree in advance that Vertogas is, in any event, required to make confidential information known to the Rijksdienst voor Ondernemend Nederland (Netherlands Enterprise Agency, RVO), the Centraal Bureau voor de Statistiek (Central Office of Statistics) and the Belastingdienst (Tax Authorities).
- This service contract can be terminated by the End user by submitting written notification to Vertogas, giving one month's notice.
- Vertogas is entitled to terminate this service contract with the End user with immediate effect if the End user remains imputably in default of his/her obligations even after receiving a written warning. Vertogas is entitled to terminate this service contract with immediate effect, and without notice of default, if the End user is declared bankrupt or has applied for a payment moratorium, has finished business operations, or has entered a personal debt restructuring scheme.

Please sign one copy of this Service contract that has been sent to you, to indicate that you have taken note of it, and return it to Vertogas.

Thus agreed and signed,

GGC Participant:

Company name (official name):

Name:

Position:

Place:

Date:

Signature: