

HYDROGEN SALES FRAMEWORK AGREEMENT

between

HINT.CO GmbH

and

[...]

DATED: [...], 2023

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HYDROGEN SALES FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between

(1) HINT.CO GmbH, a limited liability company established under the laws of Germany and registered in the commercial register of Germany (*Handelsregister*) under HRB 39719, having its registered seat of business in Leipzig (*Hintco*),

and

(2) [...] (*HSA Customer*),

together the *Parties* and each a *Party*.

1. PREAMBLE

1.1 Hintco is the beneficiary of grants awarded by public funding institutions, such as the German Ministry for Economic Affairs and Climate Action (*BMWK*), to facilitate the market ramp-up of renewable hydrogen and its derivatives through the H2Global support scheme (*Grant Decision(s)*). In line with the requirements of these Grant Decisions, Hintco conducts competitive tenders to enter into long-term purchase agreements for hydrogen and hydrogen-based products (*HPA*) with suppliers (*HPA Sellers*).

1.2 Hintco intends to sell hydrogen and hydrogen-based products such as methane, ammonia, methanol and e-SAF (*Products*) to customers in the EU (*HSA Customers*) based on short-term individual Agreements (*Individual Agreements*). Individual Agreements will be concluded following an auction process, in which the Product, the amount to be delivered and its price will be determined. To provide a general framework governing the sale, purchase, delivery and acceptance of these Products, Hintco also enters into long-term Hydrogen Sales Framework Agreements with any HSA Customer meeting the minimum qualification criteria established by Hintco (*Framework Agreements*).

1.3 HSA Customer acknowledges Hintco's function as an intermediary and market-maker for the Products and understands that Hintco, given its limited scope of operations and funding, does not intend to take an active role in the handling of the Products apart from the obligations expressly assumed in this Framework Agreement. Rather, the handling of the Products will generally be the responsibility of the HPA Seller until delivery to the respective HSA Customer and it is expected that HSA Customers primarily liaise with HPA Sellers. This Framework Agreement as well as any Individual Agreement reflect this approach.

2. DEFINITIONS

Direct Supplier means a partner in a contract with the HPA Seller related to the supply of products or services for the HPA Seller or on behalf of the HPA Seller.

Delivery - firm means a committed delivery of Product on the Delivery Date with HSA Customer having all rights and obligations as agreed in this Framework Agreement and the Individual Agreement.

Delivery - non-firm means an intended delivery of Product on the Delivery Date but without binding commitment that delivery will take place at all, in whole or on the Delivery Date. The provisions of the Framework Agreement and the Individual Agreement apply only to the extent Product has actually been delivered and HSA Customer may not claim damages or terminate this Individual Agreement due to delivery of the Product not taking place, being late or not being complete.

3. FRAMEWORK AGREEMENT AND INDIVIDUAL AGREEMENT

- 3.1 This Framework Agreement, together with any Individual Agreements concluded from time to time shall govern the sale, purchase, delivery and acceptance of Products between Hintco and HSA Customer. The Parties have entered into this Framework Agreement as a basis for and conclude any Individual Agreement on the understanding that the Framework Agreement and each Individual Agreement form a single agreement, with the provisions of each agreement supplementing each other.
- 3.2 The provisions of this Framework Agreement may be superseded by those of an Individual Agreement for the term the Individual Agreement is in force. In case of a conflict between the provisions of both agreements, the Individual Agreement shall prevail. Terms defined in the Individual Agreement shall have the same meaning in the Framework Agreement.
- 3.3 The Parties acknowledge and agree that neither Party is entitled to conclude an Individual Agreement, unless in accordance with the requirements of Section 4 and that the conclusion of this Framework Agreement in no way creates a legitimate expectation that HSA Customer will be able to conclude an Individual Agreement during the term of this Framework Agreement.

4. CONCLUSION OF INDIVIDUAL AGREEMENTS

- 4.1 Individual Agreements for the sale, purchase, delivery and acceptance of Products may only be concluded as the result of an auction process conducted by or on behalf of Hintco in the manner published on Hintco's website.
- 4.2 HSA Customer acknowledges that Hintco is neither required to conduct any auction process at all, in a specific manner or at a specific time. Hintco is also not required to make available in such auction a certain Product in a certain quantity or for a certain price.
- 4.3 Wherever this Framework Agreement refers to rights and obligations of HPA Sellers and HSA Customers vis-à-vis each other or Hintco, such rights and obligations shall only exist in relation to the respective HPA Seller, HSA Customer and Hintco and based on the respective Framework Agreement, HPA and Individual Agreement concluded between the parties.

5. PURCHASE AND DELIVERY COMMITMENTS

- 5.1 Hintco agrees to sell, and HSA Customer agrees to purchase the Product in the quantity and for the price agreed in the Individual Agreement.

- 5.2 Hintco shall deliver the Product specified in the Individual Agreement to HSA Customer by having the HPA Seller named in the Individual Agreement provide the Product directly to HSA Customer.

6. DELIVERY SCHEDULE

- 6.1 Hintco shall deliver the Product on the Delivery Date(s) as agreed in the Individual Agreement.
- 6.2 At least [...] days prior to each Delivery Date, Hintco shall have HPA Seller notify HSA Customer as to the actual date of delivery, which shall not be more than [...] days earlier or later than the respective Delivery Date. The date notified by HPA Seller, or, in case of a failure by HPA Seller to notify HSA Customer, the Delivery Date according to the Delivery Schedule, shall be fixed and binding. Without prejudice to the foregoing, in the event of a delay:
- 6.2.1 Hintco shall have HPA Seller, without undue delay (*unverzüglich*) upon becoming aware of the delay, inform HSA Customer of the delay, stating the reasons for the delay and the expected duration of the delay;
- 6.2.2 Hintco shall have HPA Seller use its best efforts to minimize the delay and any impacts on HSA Customer; and
- 6.2.3 HSA Customer shall have the right both to reject as well as to fully or in part approve a delayed delivery of the Product, provided that, in the event of any conflict between Hintco and HSA Customer, any decision in this regard notified to HPA Seller by Hintco shall control.
- 6.3 HSA Customer shall not be obliged to accept a partial delivery without its prior consent (which may be withheld at HSA Customer's free discretion), provided that, to the extent Hintco has already rejected a partial delivery by HPA Seller, HSA Customer may no longer be entitled to accept the relevant partial delivery.
- 6.4 If delivery of the Product on the actual date of delivery notified pursuant to Section 6.2 fails for reasons not attributable to Hintco or HPA Seller, Hintco shall have HPA Seller, in close coordination with HSA Customer, undertake a second delivery attempt within [2 weeks] of the Delivery Date (*Second Delivery Attempt*).
- 6.5 If the Second Delivery Attempt fails for reasons not caused by the wilful intent or gross negligence of Hintco or HPA Seller, Hintco shall no longer be obliged to deliver the agreed amount of Product.

7. PLACE AND MODALITIES OF DELIVERY

- 7.1 Hintco shall deliver the Product to HSA Customer *Delivery Duty Paid (DDP)* (*Incoterms*® 2020) either by itself or by having HPA Seller provide the Product directly to HSA Customer at the Point of Delivery at the Place of Delivery as agreed in in the Individual Agreement. Risk of loss and title to the Product shall pass from Hintco to HSA Customer directly at delivery, typically executed by the HPA Seller through providing the Product to HSA Customer.

- 7.2 At the Place of Delivery, Hintco shall have HPA Seller arrange for any logistics that may be required for Hintco to comply with its obligations under this Agreement. This includes, but is not limited to, arranging for transport of the Product within the Place of Delivery and storage of Product until it can be delivered to HSA Customer. Hintco's obligations under this Framework Agreement shall not, however, include the onward transport of the Product to HSA Customer beyond the Point of Delivery. The mode of transport beyond the Point of Delivery is the sole responsibility of HSA Customer.
- 7.3 The mode of transport chosen by HSA Customer shall determine the specific Point of Delivery, e.g., a flange of tank storage or pipeline infrastructure within the Place of Delivery where transfer of title and risk to the Product from Hintco to HSA Customer shall take place (*Point of Delivery*). The Point of Delivery for each delivery of Product shall be determined in accordance with the procedure set forth in Annex 7.3.

8. PRODUCT QUALITY AND COMPLIANCE

- 8.1 The Product is defined by the technical product specifications stated in the relevant Individual Agreement (*Technical Product Specifications*).
- 8.2 Under the HPA, HPA Sellers commit that the Products delivered from HPA Sellers to Hintco correspond to certain additional product specifications stated in the Individual Agreements (*Additional Product Specifications*). HPA Sellers' compliance with these requirements is subject to an Initial and Periodic Verifications. Hintco will provide HSA Customer with the most current results of the Initial or Periodic Verification as they become available. Hintco does not assume responsibility that the Initial or future Verifications will be issued on time, at all or without any limitations.

Upon delivery of the Product by HPA Seller to Hintco by providing the Product to an HSA Customer, HSA Customer may request from HPA Seller a correctly completed H2Global-Declaration according to the form set forth in Annex 8.2.

- 8.3 HPA Sellers have furthermore committed to ensure compliance with specific human rights and environmental standards as stated in the Individual Agreement in their own operations and at their direct suppliers (*Human Rights and Environmental Standards*). Hintco will provide HSA Customer upon request with available documentation regarding HPA Seller's compliance with the relevant Human Rights and Environmental Standards. HSA Customer acknowledges that Hintco neither guarantees compliance with these Human Rights and Environmental Standards nor is compliance with such in any way contractually owed under this Framework Agreement or any Individual Agreement.
- 8.4 Hintco may amend the Technical Product Specifications, the Additional Product Specifications and/or the Human Rights and Environmental Standards if such amendment has been agreed with the HPA Seller or is otherwise required by law, provided however, that such amendment shall not apply to any Individual Agreements in force at the time of the amendment and notwithstanding HSA

Customer's and Hintco's right to amend the Individual Agreement by mutual consent.

- 8.5 Upon request, Hintco will have HPA Seller provide available information and documentation required to ensure that HPA Customers falling within the meaning of the second sentence of Article 28 (2) of Directive (EU) 2018/2001 (**RED II**) are able to meet their obligations pursuant to Article 28 (2) and the implementing regulation by Member States. This also applies to potential future information and documentation obligations under national or European law which are comparable to those established under Article 28 (2) RED II.

9. NON-CONFORMING PRODUCTS

- 9.1 Prior to the delivery of the Product, Hintco shall have HPA Seller provide HSA Customer with a reasonable opportunity to inspect the Product at the Point of Delivery regarding the Product's compliance with the Technical Product Specifications.
- 9.2 If an inspection has taken place, HSA Customer shall and Hintco may store a sample of the Product which was used to assess compliance with the Technical Product Specifications for at least [6] months and, upon request, grant each other and HPA Seller access to the sample.
- 9.3 HSA Customer shall notify HPA Seller and Hintco of any Defect of the Product without undue delay as soon as HSA Customer has had a reasonable opportunity to inspect the Product. Hintco may object to HSA Customer's notification of a Defect within [7] days.
- 9.4 Hintco shall have the right to have HPA Seller replace any quantity of Product with a Defect within [30] days or as otherwise agreed with HSA Customer. If a replacement Product has a Defect as well, Hintco may not deliver the respective quantity of the Product, unless HSA Customer agrees to another delivery attempt.
- 9.5 HSA Customer shall not be responsible for the proper disposal of any quantity of Product that has been rejected due to a Defect.
- 9.6 If a dispute arises between Hintco, HSA Customer and/or HPA Seller regarding the existence and the scope of a Defect, Hintco, HSA Customer and/or HPA Seller shall resolve the dispute promptly, equitably and in good faith and keep each other duly informed, allowing for a reasonable opportunity to participate in any negotiations.
- 9.7 HSA Customer acknowledges that Hintco has assigned any claims for damages against HSA Customer due to an unjustified notification of a Defect to HPA Sellers and that HPA Sellers may raise such claims directly against HSA Customer.

10. PRICE

- 10.1 The price for each unit of Product shall be as agreed in the Individual Agreement (*Price*).

11. INVOICING AND PAYMENT

- 11.1 No later than [14] days prior to the Delivery Date Hintco shall issue an invoice in accordance with applicable law, i.e., especially but not limited to applicable VAT and customs law, for the quantities of Product to be delivered on the Delivery Date.
- 11.2 Payment of the Price to Hintco shall be due [7] days prior to the Delivery Date for the respective lot of Product. All payments shall be made in Euro and to an account specified by Hintco in the Individual Agreement.
- 11.3 Late payments shall accrue interest at a rate specified in the Individual Agreement.
- 11.4 Payments made for Product not delivered at all or with a Defect shall be offset against any future payments due under the Individual Agreement. If no further payments are expected to take place under the Individual Agreement, Hintco will reimburse payments made within [30] days after the Second Delivery Attempt has failed in accordance with Section 6.5 or a replacement Product has a Defect in accordance with Section 9.4.

12. CONTRACT FEES

- 12.1 Hintco acts as an intermediary between HSA Customer and HPA Sellers, by conducting auctions to conclude Individual Agreements and by undertaking various administrative and organisational actions to ensure the proper functioning of the H2Global support scheme, which is a prerequisite for HSA Customer to purchase and receive Products under the Framework Agreement and the Individual Agreement. Thus, the Parties agree that Hintco takes economic risks that go beyond the role Hintco would have as a mere seller of Products and which also benefit HSA Customer.
- 12.2 Therefore, HSA Customer shall pay
- 12.2.1 an initial service fee of EUR [...], which shall be due [30] days after entering into this Framework Agreement, and
- 12.2.2 a service fee as agreed in an Individual Agreement, which shall be due [30] days after entering into an Individual Agreement.

13. LIABILITY

- 13.1 The Parties shall be liable pursuant to the provisions of the German Civil Code.
- 13.2 HSA Customer acknowledges Hintco's role as intermediary and Hintco's limited involvement in the production, transport, delivery and supply of Product. In this regard, Hintco shall only be liable for intent and gross negligence as well as for damages resulting from injury to life, body or health. In case of ordinary or slight negligence, Hintco shall be liable only for breaches of a material contractual obligation. To the extent permitted by law, Hintco shall not be liable for any lack of commercial success, lost profits and indirect damages. Hintco's liability in this regard shall be limited to the typical, foreseeable damages.

- 13.3 HSA Customer acknowledges that under the HPA, HPA Sellers have agreed to indemnify and hold harmless Hintco, its affiliates, employees, officers, customers (including HSA Customers) from and against all claims actions, damages, suits, liabilities, obligations, Taxes, Import Duties, costs, fees and charges resulting from a Defect or any other negligent or wilful breach of any obligation under this Agreement. To the extent that Hintco has a claim against an HPA Seller for indemnification or to hold HSA Customer harmless, Hintco agrees to assign any of these claims to HSA Customer, and HSA Customer hereby accepts such assignment.
- 13.4 HSA Customer acknowledges that Hintco has assigned its future claims for damages against HSA Customer due to an HSA Customer's default of acceptance (*Annahmeverzug*) to HPA Seller.
- 13.5 If HSA Customer uses any third party to fulfil its obligations under this Agreement, HSA Customer shall be liable for any action or inaction of the third party.

14. TAXES

- 14.1 [Unless otherwise provided in this Framework Agreement or the Individual Agreement, each Party shall be responsible for the payment of its own Taxes arising in connection with this Framework Agreement, the Individual Agreement and/or payment or receipt of any payment made under or in connection with either agreement.]
- 14.2 [Details pending]

15. FORCE MAJEURE

- 15.1 Neither Party shall be liable for any failure to perform, or delay in performing, any of its obligations under this Framework Agreement or the Individual Agreement to the extent that the failure or delay results from a Force Majeure Event.
- 15.2 **Force Majeure Event** means (i) a flood, earthquake or other natural disaster, (ii) an act of terrorism, riot, war, sanction, embargo or breaking-off of diplomatic relations, (iii) a collapse of buildings, fire, explosion or accident, (iv) any law or action taken by a governmental authority, including imposing an export or import restriction, quota or prohibition and (v) plagues, epidemics and pandemics, if and to the extent any of such events (i) prevents or impedes a Party from performing one or more of its contractual obligations under this Framework Agreement or the Individual Agreement, (ii) is beyond the Party's reasonable control, (iii) could not reasonably be foreseen by the Party at the time of the conclusion of this Framework Agreement or the Individual Agreement and (iv) cannot reasonably be avoided or overcome by the Party. Any default of a third party, including without limitation Direct Suppliers, suppliers or subcontractors, shall only be deemed a Force Majeure Event to the extent the above requirements are fulfilled for both the third party and the Party invoking the Force Majeure Event.
- 15.3 Section 15.1 applies only to the extent that the Party seeking to rely on it

- 15.3.1 notifies the other Party promptly after the event occurs, stating the reason for and expected duration of the failure or delay;
 - 15.3.2 implements a disaster recovery plan on its terms promptly after the event occurs;
 - 15.3.3 has not caused or contributed to the Force Majeure Event through its negligence or wilful misconduct;
 - 15.3.4 could not have avoided the event by taking reasonable precautions on the basis of that Party's knowledge before the event; and
 - 15.3.5 uses commercially reasonable endeavours to mitigate the effect of the Force Majeure Event.
- 15.4 If the failure or delay persists for more than [6] months, the other Party may terminate the Individual Agreement by giving at least [30] days' prior notice to the other Party without any remedies or claims of the Party seeking to rely on the Force Majeure Event.

16. TERM AND TERMINATION OF FRAMEWORK AGREEMENT

- 16.1 This Framework Agreement shall have an unlimited term.
- 16.2 Either Party may terminate the Framework Agreement without cause at any time, provided however, that the Framework Agreement shall remain legally binding for both Parties until all obligations under the Framework Agreement and any Individual Agreement in force at the time of the termination have been performed.

17. TERM AND TERMINATION OF INDIVIDUAL AGREEMENT

- 17.1 An Individual Agreement shall have the term specified therein. An Individual Agreement may not be terminated, except for cause.
- 17.2 Hintco may terminate the Individual Agreement if
 - 17.2.1 the respective HPA referenced in the Individual Agreement is terminated or suspended for more than [90] days;
 - 17.2.2 HSA Customer is insolvent and files for insolvency or is considered a "firm in difficulty" within the meaning of the Community Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty (as of 31 July 2004);
 - 17.2.3 HSA Customer fails to pay duly invoiced amounts to Hintco without claiming Hintco's non-compliance with its delivery obligations and the total unpaid amount exceeds [10%] of the total amount owed under the Individual Agreement;
 - 17.2.4 HSA Customer has materially violated its obligations under the Framework Agreement or Individual Agreement.
- 17.3 HSA Customer may terminate the Individual Agreement if

- 17.3.1 Hintco is insolvent and files for insolvency or is considered a “firm in difficulty” within the meaning of the Community Guidelines on State aid for rescuing and restructuring non-financial undertakings in difficulty (as of 31 July 2004);
- 17.3.2 Hintco has materially violated its obligations under the Framework Agreement or Individual Agreement.
- 17.4 In the case of Sections 17.2.3, 17.2.4, and 17.3.2 termination is only possible if
 - 17.4.1 the non-compliance is not due to a Force Majeure event,
 - 17.4.2 Hintco or HSA Customer, respectively, has informed the other Party in writing about the non-compliance, granting – where feasible – a remediation period of at least [30] days, and
 - 17.4.3 the other Party has failed to remedy the non-compliance or, where a non-compliance cannot be remedied due to its nature, has not demonstrated bona fide efforts to prevent such non-compliance from happening again in the future within [30] days after being duly informed;
- 17.5 The right of the Parties to terminate the Framework Agreement and/or the Individual Agreement for a compelling reason (*Kündigung aus wichtigem Grund*) and without notice in accordance with Section 314 BGB shall remain unaffected.

18. DISPUTE RESOLUTION

- 18.1 The Parties agree that any controversy, difference of opinion or claim regarding each Party’s compliance with the obligations under this Framework Agreement or an Individual Agreement (**Dispute**) shall be resolved promptly, equitably and in good faith, preferably without seeking judicial relief.
- 18.2 The Parties shall each appoint a person of trust with management experience to represent their interests in the event of a Dispute and with the authority to resolve the Dispute.
- 18.3 Whenever a Party considers a Dispute to exist, such Party shall notify the other Party and, to the extent applicable, HPA Seller of the Dispute, and the Parties shall attempt to resolve the Dispute in good faith within [30] days. If any Dispute is not resolved within [30] days, then such Dispute may be finally resolved by submission to the competent court.
- 18.4 Where a Dispute concerns the compliance of the Products with the Technical Product Specifications or the Additional Product Specifications, either Party may request that the Dispute is resolved by the opinion of a technical expert mutually agreed between the Parties. Each Party shall procure that the technical expert has access to all information and facilities reasonably required to assess the Dispute. If the Parties cannot agree on a technical expert within [10] days following the request, the Parties shall request the [Hamburg Chamber of Commerce] to select a technical expert from a list of up to [4] experts prepared equally by the Parties. The selection shall be binding for the Parties.

- 18.5 Each Party shall bear its own costs with regard to the resolution of the Dispute. The costs and expenses of any technical expert selected in accordance with the procedure set out in Section 18.4 shall be assigned by the technical expert to the Parties, considering primarily the outcome of the Dispute as well as any actions or inactions of a Party that may have had an impact on costs and expenses.

19. ASSIGNMENT

Neither Party shall have the right to assign the entirety of this Framework Agreement and any Individual Agreement to a third party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld, delayed or refused.

20. INFORMATION OBLIGATIONS

- 20.1 Upon request, HSA Customer shall at its own cost provide Hintco or any other third party specified by Hintco with all information that is reasonably required for Hintco to comply with its information obligation to German or European authorities, such as the BMWK or the European Commission.
- 20.2 [HSA Customer commits to provide Hintco a comprehensive THG balance for each ton of product procured from Hintco.]

21. CONFIDENTIALITY

- 21.1 Each Party (**Receiving Party**) undertakes to the other Party (**Disclosing Party**) to treat all information made available by one Party to the other Party in connection with this Framework Agreement or an Individual Agreement as confidential (**Confidential Information**) and only use it for the purposes of, and in accordance with, this Framework Agreement or an Individual Agreement.
- 21.2 The Receiving Party may provide its shareholders, employees, directors, contractors, professional advisers and Affiliates (**Permitted Users**) with access to the Confidential Information only on a strict “need-to-know” basis. The Receiving Party shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence at least in accordance with the standard required under this Framework Agreement. Where a Permitted User is not an employee or director of the Receiving Party (and is not under a professional duty to protect confidentiality), the Receiving Party shall ensure that the Permitted User shall, prior to receiving the Confidential Information, enter into a written confidentiality undertaking with the Receiving Party on substantially equivalent terms to this Agreement, a copy of which shall be provided to the Disclosing Party upon request.
- 21.3 This Section 21 shall not apply to any information which the Receiving Party can demonstrate
- 21.3.1 is in or subsequently enters the public domain other than as a result of a breach of this Section 21;
- 21.3.2 has been or is subsequently received by the Receiving Party from a third party (other than by a breach of confidentiality obligations by that third party) and the Receiving Party is under no confidentiality obligation in

respect of that information other than under this Framework Agreement;
or

21.3.3 has been or is subsequently independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information.

- 21.4 The Receiving Party may disclose Confidential Information to the extent required by applicable law or any competent government authority. In such circumstances, the Receiving Party shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means. The Receiving Party may disclose the Confidential Information if the Disclosing Party has not objected to the disclosure within 10 days after having received notice. In addition, the Receiving Party may disclose Confidential Information to the extent required to assert or defend its rights under this Framework Agreement or an Individual Agreement in any proceeding.
- 21.5 HSA Customer agrees that the Price as well as bids placed in the auction process shall not be considered Confidential Information and that Hintco may publish this information.
- 21.6 On termination of this Framework Agreement or an Individual Agreement, this Section shall remain in full force and effect for [3] years, provided, however, that with regard to Confidential Information consisting of either Party's trade secrets this Section 21 shall apply until such trade secrets have entered the public domain other than by a breach of this Section 21.

22. INVALID PROVISIONS

If any of the provisions or parts thereof of this Framework Agreement or any Individual Agreement is rendered void, illegal or held to be invalid or unenforceable in any respect, the enforceability of the remaining provisions or part thereof shall not be affected or impaired. In the event of any such illegality, invalidity or unenforceability, the Parties agree to revise this Framework Agreement and any Individual Agreement so as to give effect to the original intent of the Parties to the extent possible.

23. NOTICES

- 23.1 All communication required under or in connection with this Framework Agreement and any Individual Agreement (*Notice*) shall be in [English] and in writing (E-mail being sufficient to meet the written form requirement) and shall be addressed for the attention of the person(s) indicated below.
- 23.2 Notices to HSA Customer shall be sent to: [...]
- 23.3 Notices to Hintco shall be sent to: [...]
- 23.4 Notices to the HPA Seller shall be sent to the contact details specified in the Individual Agreement.

- 23.5 Either Party may change its contact details with [10] days' notice to the other Party.
- 23.6 Any Notice shall be deemed to have been received on the day on which the Notice has been properly transmitted to the other Party. If delivery of the Notice takes place on a day that is not a Business Day at the respective Party's place of business or delivery takes place after 5:00 pm, the Notice shall be taken to be received at the commencement of business of the next Business Day.

24. AMENDMENTS

- 24.1 This Framework Agreement and any Individual Agreement may only be amended if provided for in the Framework Agreement or by written consent of the Parties.

25. GOVERNING LAW AND JURISDICTION

- 25.1 This Framework Agreement and any Individual Agreement shall be governed by and construed in accordance with the laws of Germany (with exclusion of the CISG or UN Sales law).
- 25.2 Any disputes arising out of this Framework Agreement or any Individual Agreement shall be settled in the ordinary courts (*ordentliche Gerichtsbarkeit*) of Hamburg, Germany.

[Signature page]

[Annex]

Annex 7.3

Determination of the Point of Delivery

1. All necessary arrangements for a seamless delivery of Product to Hintco by providing it to HSA Customers at the Point of Delivery within the Place of Delivery shall be made by HPA Seller.
2. HPA Seller will, within the framework established by the respective Delivery Schedule, arrange with each respective HSA Customer the details of each delivery to be made. This includes, but is not limited to, the proactive acquisition of information from the respective HSA Customer concerning the mode of transportation the respective HSA Customer plans to deploy for the respective delivery lot, specific scheduling and any other technical details required for proper delivery and providing of the Product. HSA Customer is required to provide requested information reasonably required for this purpose without undue delay.
3. Based on the respective HSA Customer's mode of transportation HPA Seller shall specify the Point of Delivery and make all necessary arrangements to enable the respective HSA Customer to take over the Product at the Point of Delivery.
4. HPA Seller will inform HSA Customer at least [7] days prior to the respective Delivery Date about the specific Point of Delivery.
5. If HSA Customer does not specify a mode of transportation at least [15] days prior to the Delivery Date,
 - 5.1. If HPA Seller has previously provided Product to the respective HSA Customer, the same mode of transportation will be used as for the last providing, unless HPA Seller and the respective HSA Customer agree on a different mode of transportation;
 - 5.2. in all other cases, HPA Seller will remind HSA Customer to specify a mode of transportation once. If after this final reminder HSA Customer does not specify a mode of transportation within [3] days, this specific delivery attempt to the respective HSA Customer shall be deemed to have failed for cause.

HSA – Annex 8.1

Technical Product Specifications

Ammonia

Product delivered must meet the following Technical Product Specifications:

Ammonia	min. 99,5% (mass)
Water	max. 0,5% (mass)
Oxygen	max. 10 ppm (mass)
Oil	max. 5 ppm (mass)
Temperature at Point of Delivery	refrigerated, max. minus 33° Celsius

Methanol

Product delivered must meet the following Technical Product Specifications – IMPCA (International Producer & Consumer Association) Reference Specifications:

Methanol	min. 99,85 wt%
Water	max. 0,100 wt%
Acetone	max. 30 mg/kg
Ethanol	max. 50 mg/kg
Chlorine	max. 0,5 mg/kg

e-SAF

Product delivered must meet the following Technical Product Specifications:

Jet A-1 acc. to ASTM D1655/7566

Aromatics	max. 25 vol%
Sulphur	max. 0,30 wt%
Naphthalene	max. 3,0 vol%
Particulate Contamination	max. 1 mg/l

Additional Product Specifications

1. GENERAL

According to Section 6.1 of the HPA, HPA Seller guarantees that the Product delivered from HPA Seller to Hintco corresponds to the Additional Product Specifications listed in this Annex.

This Annex defines these Additional Product Specifications and specifies the documents to be provided by HPA Seller to Hintco for the purpose of verification. The Additional Product Specifications concern the renewable and the emissions saving characteristics of the Product. They are based on the requirements resulting from the Grant Decision and from further instructions given by the BMWK. This Annex is closely aligned with DA-Art27(3)-REDII and the DA-Art28(5)-REDII. Terms used in this Annex shall, in case of doubt, have the same meaning as in DA-Art27(3)-REDII and DA-Art28(5)-REDII.

2. DEFINITIONS

Bidding Zone means bidding zone as defined in Article 2(1) of DA-Art27(3)-REDII¹.

¹ According to Article 2(1) DA-Art27(3)-REDII the term bidding zone shall mean “*bidding zone as defined in Article 2, point (65), of Regulation (EU) 2019/943 of the European Parliament and of the Council for Member States, or an equivalent concept for third countries*”.

- According to Article 2(65) of Regulation (EU) 2019/943 “*‘bidding zone’ means the largest geographical area within which market participants are able to exchange energy without capacity allocation*“. According to Article 2(66) of Regulation (EU) 2019/943 “*‘capacity allocation’ means the attribution of cross-zonal capacity*“. According to Article 2(70) of Regulation (EU) 2019/943 “*‘cross-zonal capacity’ means the capability of the interconnected system to accommodate energy transfer between bidding zones*“. According to Article 2(65) of Regulation (EU) 2019/943 “*‘interconnected system’ means interconnected system as defined in point (40) of Article 2 of Directive (EU) 2019/944*“. According to Article 2(40) of Directive (EU) 2019/944 “*‘interconnected system’ means a number of transmission and distribution systems linked together by means of one or more interconnectors*“. According to Article 2(34) of Directive (EU) 2019/944 “*‘transmission’ means the transport of electricity on the extra high-voltage and high-voltage interconnected system with a view to its delivery to final customers or to distributors, but does not include supply*“. According to Article 2(28) of Directive (EU) 2019/944 “*‘distribution’ means the transport of electricity on high-voltage, medium-voltage and low-voltage distribution systems with a view to its delivery to customers, but does not include supply*“. According to Article 2(39) of Directive (EU) 2019/944 “*‘interconnector’ means equipment used to link electricity systems*”.
- DA-Art27(3)-REDII does not provide for a definition of the term “*equivalent concept for third countries*“. However, in recital (3) of DA-Art27(3)-REDII the legislator provides for the following: “*Where reference is made to bidding zone and imbalance settlement period, concepts that exist in the Union but not in all other countries, it is appropriate to allow fuel producers in third countries to rely on equivalent concepts provided the objective of this Regulation is maintained and the provision is implemented based on the most similar concept existing in the third country concerned. In case of bidding zones such concept could be similar market regulations, the physical characteristics of the electricity grid, notably the level of interconnection or as a last resort the country*“. The second to fourth sentences

BMWK means Bundesministerium für Wirtschaft und Klimaschutz (German Federal Ministry for Economic Affairs and Climate Action).

Coming into operation (of an Installation Generating Qualified Renewable Electricity) means starting of the production of Qualified Renewable Electricity for the first time or following a repowering as defined under Article 2(10) of Directive 2018/2001 requiring investments exceeding 30 per cent of the investment that would be needed to build a similar new installation.

Coming into operation (of a Product Installation) means starting of a Production Process for the first time.

of Article 14(1) of Regulation (EU) 2019/943 provide guidance as to which level of interconnection is relevant in this context: „*Bidding zone borders shall be based on long-term, structural congestions in the transmission network. Bidding zones shall not contain such structural congestions unless they have no impact on neighbouring bidding zones, or, as a temporary exemption, their impact on neighbouring bidding zones is mitigated through the use of remedial actions and those structural congestions do not lead to reductions of cross-zonal trading capacity in accordance with the requirements of Article 16. The configuration of bidding zones in the Union shall be designed in such a way as to maximise economic efficiency and to maximise cross-zonal trading opportunities in accordance with Article 16, while maintaining security of supply*”. According to Article 2(4) of Regulation (EU) 2019/943 “‘congestion’ means a situation in which all requests from market participants to trade between network areas cannot be accommodated because they would significantly affect the physical flows on network elements which cannot accommodate those flows“. According to Article 2(6) of Regulation (EU) 2019/943 „‘structural congestion’ means congestion in the transmission system that is capable of being unambiguously defined, is predictable, is geographically stable over time, and frequently reoccurs under normal electricity system conditions“.

- Both Parties acknowledge that, despite the above definitions, recitals and rules, legal uncertainty remains in the application of an equivalent concept of bidding zones for third countries. DA-Art27(3)-REDII is based on the assumption that national schemes and international voluntary schemes recognised by the Commission will eliminate this legal uncertainty by specifying the requirements of the DA in the form of standards, i.e. also by configuring bidding zone equivalence for all relevant third countries (see especially Article 9 and recital 14 of DA-Art27(3)-REDII). To date, however, such schemes do not exist, not to mention that they have not been recognised by the Commission. In order to limit the resulting legal uncertainty, there is an irrebuttable presumption under this Agreement that an Installation Generating Qualified Renewable Electricity and a Product Installation belong to the same bidding zone equivalent if (1) they are both located in the same country, (2) they are within a 500 km radius of each other, (3) they are interconnected, (4) it is physically possible to transport electricity from the Installation Generating Qualified Renewable Electricity to the Product Installation, and (5) either [TÜV Rheinland AG, TÜV Süd AG, TÜV Nord AG or the Conformity Assessment Body selected in accordance with selected according to the provisions under Annex 6.4] have completed and signed the form in Annex [6.1.b.i].

This has the following implications: If HPA Seller seeks to comply with the requirement to procure electricity from admissible renewable sources on the basis of Article 6, there is a risk that HPA Seller will not have procured electricity from admissible renewable sources as subsequently evolving case law may interpret the term "Bidding Zone Equivalence" in a way that is inconsistent HPA Seller's approach, thus resulting in a different configuration of the relevant bidding zone equivalent and hence the relevant electricity mix. If the HPA Seller seeks to comply with the requirement to procure electricity from admissible renewable sources on the basis of Article 7 without complying with the presumption rule defined in this footnote, there is a risk that HPA Seller will not have procured electricity from admissible renewable sources as subsequently evolving case law may interpret the term bidding zone equivalence in way that is inconsistent with HPA Seller's approach, resulting in a finding that the Installation Generating Qualified Renewable Electricity and the Product Installation are located in separate bidding zones. If, on the other hand, HPA Seller seeks to procure electricity on the basis of Article 7, thereby satisfying the requirements of the presumption rule above, or on the basis of Article 5, HPA Seller can avoid such legal uncertainty and thus reliably comply with the requirements set out in this Annex.

CO₂ means carbon dioxide.

DEHS means Deutsche Emissionshandelsstelle.

DA-Art27(3)-REDII means the Delegated Regulation supplementing Directive EU 2018/2001 of the European Parliament and of the Council by establishing a Union methodology setting out detailed rules for the production of renewable liquid and gaseous transport fuels of non-biological origin – as adopted by the Commission on 20 February 2022 (C(2023) 1087 final).

DA-Art28(5)-REDII means the Delegated Regulation supplementing Directive EU 2018/2001 of the European Parliament and of the Council by establishing a minimum threshold for greenhouse gas emissions savings of re-cycled carbon fuels and by specifying a methodology for assessing greenhouse gas emissions savings from renewable liquid and gaseous transport fuels of non-biological origin and from re-cycled carbon fuels, including Annexes (Methodology for determining greenhouse gas emissions savings from renewable liquid and gaseous transport fuels of non-biological origin and from recycled carbon fuels) – as adopted on 10 February 2023 (C(2023) 1086 final).

Direct Line means direct line as defined in Article 2(41) of Directive 2019/944 of the European Parliament and of the Council².

EAC means an energy attribute certificate.

Energy Management System means the set of measures HPA Seller undertakes to ensure that the GHG emissions saving requirement set out in Section 9.1 is achieved, including the allocation of roles and responsibilities vis-à-vis employees and external contractual partners, planning and operational measures, measures to enhance energy efficiency, as well as monitoring and evaluation measures.

ETS means emissions trading system.

gCO₂eq means gram of carbon dioxide equivalent.

GHG means greenhouse gas.

Installation Generating Qualified Renewable Electricity means an individual unit or a group of units, producing electricity in one or several locations exclusively from the same or from different qualified renewable sources, excluding units producing electricity from biomass, landfill gas, sewage treatment plant gas, biogas and storage units.

ISO means International Organization for Standardization.

MJ means megajoule.

PPA means a power purchase agreement.

Product Installation means an individual unit or group of individual units, in which one or more Production Processes take place.

² Directive 2019/944 of the European Parliament and of the Council of 5 June 2019 on common rules for the internal market for electricity and amending Directive 2012/27/EU (OJ L 158, 14.6.2019, p. 125).

Production Process means a process wherein electricity is used for the desalination of water or for water electrolysis.

Qualified Renewable Electricity means electricity generated from renewable non-fossil sources, namely wind, solar (solar thermal and solar photovoltaic), geothermal energy, ambient energy, tide, wave and other ocean energy, and hydropower.

REC means a renewable energy certificate.

Raw Material means substances that have not yet been processed into the Product as defined in Annex 6.1a including intermediate products.³

Renewable Electricity means electricity generated from renewable non-fossil sources, namely wind, solar (solar thermal and solar photovoltaic) and geothermal energy, ambient energy, tide, wave and other ocean energy, hydropower, biomass, landfill gas, sewage treatment plant gas, and biogas.

Single-line Diagram means a simplified graphical representation of an electrical power system in which the connections of both the Installation Generating Qualified Renewable Electricity and of the Product Installation to the power system is illustrated by a single line.

3. ADDITIONAL PRODUCT SPECIFICATIONS

The Product conforms to the Additional Product Specifications, if it conforms to the requirements laid down in Sections 4 and 9.1 in conjunction with Section 10.1.

4. PRODUCTION METHOD AND ELECTRICITY

- 4.1 The Product is based on the processing of hydrogen. All hydrogen atoms that are part of the Ammonia (NH₃) constituting the Product must derive from water electrolysis.
- 4.2 Electricity used in any Production Process that forms part of the production of the Product shall derive from admissible renewable sources. The energy content of other forms of energy (e.g. heat) which is used in a Production Process that forms part of the production of the Product shall exclusively be generated through the use of electricity which derives from admissible renewable sources. Electricity used in a Production Process or in the generation of other forms of energy is only deemed to derive from admissible renewable sources, if the electricity is procured in compliance with the requirements set out in Section 5, 6 or 7. Electricity used in a Production Process that yields a physically inseparable output is deemed to derive not at all from admissible renewable sources, if only a fraction of this electricity is procured in compliance with the requirements set out in Section 5, 6 or 7.

³ As defined in Article 1(24) Commission Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules to verify sustainability and greenhouse gas emissions saving criteria and low indirect land-use change-risk criteria 8OJ L 168, 27.6.2022, p. 1–62).

5. RULES FOR COUNTING ELECTRICITY SOURCED FROM DIRECTLY CONNECTED INSTALLATIONS AS FULLY RENEWABLE

- 5.1 Electricity derives from admissible renewable sources according to Section 4.2, if the electricity is obtained from a direct connection to an Installation Generating Qualified Renewable Electricity in compliance with the following conditions:
 - 5.1.1 The Installation Generating Qualified Renewable Electricity is connected to the Product Installation via a Direct Line, or the production of Qualified Renewable Electricity and the Production Process take place within the same installation.
 - 5.1.2 The Installation Generating Qualified Renewable Electricity came into operation not earlier than 36 months before the Product Installation. Where additional production capacity is added to an existing Product Installation, the added capacity shall be considered to be part of the existing installation, provided that the capacity is added at the same site and the addition takes place no later than 36 months after the initial installation came into operation.
 - 5.1.3 The Installation Generating Qualified Renewable Electricity is not connected to the grid, or the Installation Generating Qualified Renewable Electricity is connected to the grid but a smart metering system that measures all electricity flows from the grid shows that no electricity has been taken from the grid for consumption in a Production Process.
- 5.2 For the purpose of Initial Verification of HPA Seller's compliance with the requirements set out in Section 5.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:
 - 5.2.1 Construction and operation permit of the Installation Generating Qualified Renewable Electricity which supplies electricity via the direct line.
 - 5.2.2 Single-line Diagram.
 - 5.2.3 List of the relevant power meters measuring the consumption of Qualified Renewable Electricity in the Production Process and forecast of the consumption of Electricity in the Production Process for the first calendar year of operation.
 - 5.2.4 Forecast of hourly production curves and forecast of full load hours of the Installation Generating Qualified Renewable Electricity directly connected and forecast of hourly load curve and forecast of full load hours of electricity consumption for all Production Processes expected in the Initial Verification Period.
 - 5.2.5 Proof of the date on which the Installation Generating Qualified Renewable Electricity came into operation (proof of the first electricity supply to the site of a consumption unit via protocols signed by the

electricity producer and by the operator of the consumption unit) or is scheduled to come into operation.

5.2.6 Proof of the date on which the Product Installation came into operation or is scheduled to come into operation.

5.3 For the purpose of Periodic Verification of HPA Seller's compliance with the requirements set out in Section 5.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:

5.3.1 Construction and operation permit of the Installation Generating Qualified Renewable Electricity supplying via direct line.

5.3.2 Invoices from the electricity supplier for the electricity which is used in a Production Process.

5.3.3 Proof of the date on which the Installation Generating Qualified Renewable Electricity came into operation (proof of the first electricity supply to the site of a consumption unit via protocols signed by the electricity producer and by the operator of the consumption unit).

5.3.4 Proof of the date on which the Product Installation came into operation.

6. RULES FOR COUNTING ELECTRICITY TAKEN FROM THE GRID WITHOUT A PPA AS FULLY RENEWABLE

6.1 Electricity derives from admissible renewable sources according to Section 4.2, if the electricity is taken from the grid and used in a Product Installation which is located in a Bidding Zone where the average proportion of Renewable Electricity exceeded 90 per cent in the previous calendar year and the electricity used in the Production Process does not exceed a maximum number of hours set in relation to the proportion of Renewable Electricity in the Bidding Zone. The maximum number of hours shall be derived by multiplying the total number of hours in each calendar year by the aforementioned proportion of Renewable Electricity reported for the Bidding Zone where the Product Installation is located. The average proportion of Renewable Electricity shall be determined by dividing the gross final consumption of electricity from renewable sources in the Bidding Zone calculated in analogy to the rules set out in Article 7(2) RED II by the gross electricity production from all energy sources as defined in Annex B to Regulation (EC) 1099/2008⁴ (except from water previously pumped uphill) plus imports minus exports of electricity to the Bidding Zone. Once the average proportion of Renewable Electricity exceeds 90 per cent in a calendar year, the average proportion shall continue to be considered higher than 90 per cent for the subsequent five years unless the calculated share is lower than 90 per cent in two consecutive years.

6.2 For the purpose of Initial Verification of HPA Seller's compliance with the requirements set out in Section 6.1, HPA Seller shall provide the following

⁴ Regulation (EC) No 1099/2008 of the European Parliament and of the Council of 22 October 2008 on energy statistics (OJ L 304, 14.11.2008, p. 1).

information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:

6.2.1 Documentation showing the average proportion of Renewable Electricity in [each of the two calendar years before the start of the delivery period] in the Bidding Zone where the Product Installation is located.

6.3 For the purpose of Periodic Verification of HPA Seller's compliance with the requirements set out in Section 6.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:

6.3.1 Documentation showing the average proportion of Renewable Electricity in the calendar year preceding the Periodic Verification Period in the Bidding Zone where the Product Installation is located.

6.3.2 Documentation showing the number of hours of electricity consumption in the Production Process in the calendar year constituting the Periodic Verification Period.

7. RULES FOR COUNTING ELECTRICITY TAKEN FROM THE GRID UNDER A PPA AS FULLY RENEWABLE

7.1 Electricity derives from admissible renewable sources according to Section 4.2, if (i) the electricity is taken from the grid, (ii) (ii) the operator of the Product Installation produces an amount of Qualified Renewable Electricity in its own installation that is at least equivalent to the amount of electricity deemed to derive from renewable sources according to Section 4.2, or has concluded directly, or via intermediaries, one or more PPA with economic operators producing Qualified Renewable Electricity in one or more Installations Generating Qualified Renewable Electricity for an amount that is at least equivalent to the amount deemed to derive from renewable sources according to Section 4.2, (iii) the electricity claimed is effectively produced in this or these installations, and (iv) the criteria set out in the subparagraphs below are met.

7.1.1 *Additionality:* The Installation Generating Qualified Renewable Electricity came into operation not earlier than 36 months before the Product Installation that used Electricity in the Production Process. Where an Installation Generating Qualified Renewable Electricity complied with the requirements set out in the preceding sentence under a PPA that has ended, it shall be considered to have come into operation at the same time as a Product Installation consuming electricity in the same Production Process under a new PPA. Where additional production capacity is added to an existing Product Installation, the added capacity shall be considered to have come into operation at the same time as the initial installation, provided that the capacity is added at the same site and the addition takes place no later than 36 months after the initial installation came into operation.

7.1.2 *No State Aid:* The Installation Generating Qualified Renewable Electricity has not received support in the form of operating aid or

investment aid, excluding support received by installations before their repowering, financial support for land or for grid connections, support that does not constitute net support, such as support that is fully repaid.

- 7.1.3 *Temporal Correlation:* Until 31 December 2029, the consumption of electricity in a Production Process takes place during the same calendar month as the production of the qualified Renewable Electricity produced either under the renewables PPA or in the installations owned by the operator of the Product Installation. From 1 January 2030, the consumption of electricity in a Production Process takes place during the same one hour period as the production of the qualified Renewable Electricity produced either under the renewables PPA or in the installations owned by the operator of the Product Installation.
 - 7.1.4 *Geographic Correlation:* At least one of the following conditions as regards the location of the Product Installation is fulfilled: The Installation Generating Qualified Renewable Electricity either under the renewables PPA or in the installations owned by the operator of the Product Installation is located, or was located at the time when it was first operated to supply the Product Installation with electricity for the production of the Product under this Agreement, in the same Bidding Zone as the Product Installation.
 - 7.1.5 Sections 7.1.1 and 7.1.2 do not apply to Product Installations that come into operation before 1 January 2028. Any additional production capacity added to these installations following their entry into operation will be subject to Sections 7.1.1 and 7.1.2, in particular to the third sentence of Section 7.1.1.
- 7.2 For the purpose of Initial Verification of HPA Seller's compliance with the requirements set out in Section 7.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:
- 7.2.1 Documentation of the PPA with the supplier of electricity from the Installation Generating Qualified Renewable Electricity.
 - 7.2.2 Single-line Diagram.
 - 7.2.3 List of the relevant power meters measuring the consumption of Qualified Renewable Electricity in a Production Process.
 - 7.2.4 Forecast of hourly production curves and forecast of full load hours of the Installation Generating Qualified Renewable Electricity and forecast of hourly load curve and forecast of full load hours of electricity consumption for Production Processes expected in the Initial Verification Period.
 - 7.2.5 Proof of the date on which the Installation Generating Qualified Renewable Electricity came into operation (proof of the first electricity supply to the site of a consumption unit via protocols signed by the electricity producer and by the operator of the consumption unit) or is scheduled to come into operation.

- 7.2.6 Proof of the date on which the Product Installation came into operation or is scheduled to come into operation.
 - 7.2.7 If applicable, the PPA that has ended according to the second sentence of Section 7.1.1 and the new PPA that has entered into force according to the second sentence of Section 7.1.1.
 - 7.2.8 Confirmation/self-declaration that the Installations Generating Qualified Renewable Electricity that is used in a Production Process are not listed or registered in the national supporting systems and comply with the requirements set out in Section 8.
 - 7.2.9 Description/explanation of the power grid in the respective country, and a geographical map showing the Bidding Zones (including contact details of national authority or the transmission system operator) and the connecting points to the grid of the Installation Generating Qualified Renewable Electricity and of the Product Installation.
- 7.3 For the purpose of Periodic Verification of HPA Seller's compliance with the requirements set out in Section 7.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:
- 7.3.1 Documentation of the PPA with the supplier of electricity from the Installation Generating Qualified Renewable Electricity.
 - 7.3.2 Invoices from power supplier for electricity which is used in a Production Process.
 - 7.3.3 Proof of the date on which the Installation Generating Qualified Renewable Electricity came into operation (proof of the first electricity supply to the site of a consumption unit via protocols signed by the electricity producer and by the operator of the consumption unit).
 - 7.3.4 Proof of date when the Product Installation came into operation.
 - 7.3.5 If applicable, proof that no additional Installation Generating Qualified Renewable Electricity have been contracted through a PPA compared to the previous verification; or documents regarding the additional Installation Generating Qualified Renewable Electricity as for Initial Verification.
 - 7.3.6 If applicable, the PPA that has ended according to the second sentence of Section 7.1.1 and the new PPA according to the second sentence of Section 7.1.1.
 - 7.3.7 Confirmation/self-declaration that Installations Generating Qualified Renewable Electricity that is used in a Production Process are not listed or registered in the national supporting systems and comply with the requirements set out in Section 8.
 - 7.3.8 Hourly load curves of the electricity consumption by the Product Installation according to units and hourly generation curve of the

Installation Generating Qualified Renewable Electricity for the entire verification period.

- 7.3.9 Description/explanation of the power grid in the respective country, and a geographical map showing the Bidding Zones (including contact details of national authority or the transmission system operator) and the connecting points to the grid of the Installation Generating Qualified Renewable Electricity and of the Product Installation.

8. PREVENTION OF DOUBLE CLAIMING OF RENEWABLE ELECTRICITY

8.1 If any quantity of electricity derives from admissible renewable sources according to Section 5.1 or Section 7.1 and such electricity has been used in a Production Process and attributed to the production of the Product, HPA Seller shall:

- 8.1.1 if the electricity is produced in a country where an EAC/REC system for Renewable Electricity is in operation, ensure that an amount of EACs/RECs is cancelled within the respective system that corresponds to the applicable quantity of such renewable electricity.
- 8.1.2 refrain from (i) selling electricity or electricity-based products to third parties as renewable by referring to the renewable characteristics of quantities of electricity already considered renewable under this Agreement and (ii) authorizing third parties to do so and ensure that producers and suppliers of electricity considered renewable under this agreement are under substantially similar contractual obligation.

If any quantity of electricity derives from admissible renewable sources according to Section 6.1, if such electricity has been used in a Production Process and attributed to the production of the Product, and if such electricity has been produced in a Bidding Zone, where an EAC/REC system for Renewable Electricity is in operation, HPA Seller shall ensure that an amount of EACs/RECs is cancelled within the respective system that corresponds to the applicable quantity of such renewable electricity.

HPA Seller forfeits its right under this Agreement to claim that particular quantities of electricity derive from admissible renewable sources if HPA Seller fails to comply with the requirements set out in in this Section with respect to such quantities.

8.2 For the purpose of Initial Verification of HPA Seller's compliance with the requirements set out in Section 8.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:

8.2.1 A description on how HPA Seller will ensure compliance with the requirements set out in Section 8.1 during the Initial Verification Period.

8.3 For the purpose of Periodic Verification of HPA Seller's compliance with the requirements set out in Section 8.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:

- 8.3.1 Cancellation statements of EACs/RECs or, in case no EAC/REC system for Renewable Electricity is operational, a description on how the Qualified Renewable Electricity used in the Production Process has been statistically recorded and published in the respective country.
- 8.3.2 Signed declarations by HPA Seller and the producers and suppliers of the electricity used in the Production Process and attributed to the production of the Product that, with regard to the renewable attribute of these quantities of electricity, there has been no double selling and double claiming contrary to Section 8.1 during the Periodic Verification Period.

9. GHG EMISSIONS SAVINGS

- 9.1 The GHG emissions savings that would result from using the Product at the Point of Delivery are at least 73 per cent. The GHG emissions savings are calculated in accordance with the methodology for assessing GHG emissions savings from renewable liquid and gaseous transport fuels of non-biological origin and from recycled carbon fuels as set out in Article 28(5) RED II in conjunction with DA-Art28(5)-REDII, with the following additional, deviating and clarifying conditions:
 - 9.1.1 The fossil fuel comparator of the Product is set at 94 gCO₂eq/MJ⁵.
 - 9.1.2 Emissions from transport and distribution that occur after the Product has been delivered to the Point of Delivery are not taken into account.
 - 9.1.3 Electricity deriving from admissible renewable sources according to Section 4.2 of this Annex shall be attributed zero GHG emissions.
- 9.2 For the purpose of Initial Verification of HPA Seller's compliance with the requirements set out in Section 9.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:
 - 9.2.1 GHG calculation based on data as built and forecasted production and delivery for the first calendar year of operation.
 - 9.2.2 Evidence for electricity mix of the recent grid mix, including share of Renewable Electricity and grid GHG emission footprint.
 - 9.2.3 Documentation of the Energy Management System.
- 9.3 For the purpose of Periodic Verification of HPA Seller's compliance with the requirements set out in Section 9.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:
 - 9.3.1 GHG calculation based on the actual production data for the entire verification period.

⁵ As a consequence, the carbon footprint of the Product at the Point of Delivery will not exceed 25,3800 gCO₂eq/MJ.

9.3.2 Evidence for electricity mix of the recent grid mix, including share of Renewable Electricity and grid GHG emission footprint.

9.3.3 Documentation of the Energy Management System.

10. MASS BALANCED DELIVERY

10.1 HPA Seller uses a mass balance system in the sense of Article 30(1) RED II to show that the renewable criteria laid down in Section 4.1 and 4.2, and the GHG emissions saving criteria laid down in Section 9.1 have been fulfilled. The mass balance system shall allow the mixing of raw material (such as H₂) or of Ammonia that differ in their renewable, carbon procurement and/or GHG emissions saving characteristics.⁶ The requirements for mass balance systems and for the implementation of mass balance systems set out in Article 30(1-3) RED II and in the Implementing Regulation (EU) 2022/996 of 14 June 2022⁷, in particular in Article 19, shall apply *mutatis mutandis*.

10.2 For the purpose of Initial Verification of HPA Seller's compliance with the requirements set out in Section 10.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:

10.2.1 A mass balance sheet in accordance with the requirements of Article 30(1-3) of RED II and Implementing Regulation (EU) 2022/996 of 14 June 2022 based on design data and forecasted production and deliveries.

10.3 For the purpose of Periodic Verification of HPA Seller's compliance with the requirements set out in Section 10.1, HPA Seller shall provide the following information to the Conformity Assessment Body selected according to the provisions under Annex 6.4:

10.3.1 A mass balance sheet in accordance with the requirements of Article 30(1-3) of RED II and Implementing Regulation (EU) 2022/996 of 14 June 2022 based on the actual production data for the entire verification period.

11. MISCELLANEOUS

11.1 Upon request, HPA Seller shall provide additional information to the Conformity Assessment Body selected according to Annex 6.4, if such information is reasonably required to complete an Initial or Periodic Verification under this Agreement.

⁶ Thus, if a mass of hydrogen with a low emissions saving footprint is mixed with a mass of hydrogen with a high emissions saving footprint, the low footprint is still retained in the balance sheet and can be extracted from the mixture by extracting a respective mass. This applies irrespective of the content of the delegated act(s) to be adopted by the Commission pursuant to Section 28(5) RED II.

⁷ Commission Implementing Regulation (EU) 2022/996 of 14 June 2022 on rules to verify sustainability and greenhouse gas emissions saving criteria and low indirect land-use change-risk criteria (OJ L 168, 27.6.2022, p. 1–62).

- 11.2 Unless expressly provided otherwise, references to legal acts of the Union in this Annex relate to those versions that were effective at the time of the conclusion of this Agreement.
- 11.3 Unless expressly provided otherwise, the term Product in this Annex relates to substances conforming to the Technical Product Specifications set out in Annex 6.1a.

ANNEX 8.2

H2GLOBAL-DECLARATION

UNIQUE NUMBER OF DECLARATION: H2G-2026.01 AM

This document is a self-declaration concerning compliance of the Product with the Additional Product specifications according to Annex 6.1.b of the Hydrogen Purchase Agreement dated (DD.MM.YYYY), especially concerning the requirement to use electricity from admissible renewable sources in a Production Process and the requirements related to mass balancing and greenhouse gas emission reduction.

Name Supplier		Name Recipient	
Address		Address	
ZIP Code		ZIP Code	
Country		Country	
Location of dispatch		Delivery point	
Contract Nr. ¹			

Production Site Information (for each production site separately)

Name of Installation	
Product	
Location	
Country of Production	
Type of Technology	
Commissioning Date of the electrolyser (DD.MM.YYYY)	
Capacity of the electrolyser/ water desalination in MW	
Capacity of the production unit in kg product per year	
Registration number of the H2Global-Project	

¹ Contract between supplier and recipient of product/intermediate.

Product information

Product Name		
Material Code of the green product		
Start date and end date of Production (DD.MM.YYYY)		
Amount of product produced within the production period in kg and MJ (separately for each production site)		

Energy Consumption Information (for each production site separately)

Name of installation		
Operator of Production		
Start date and end date of Production (DD.MM.YYYY)		
Electricity Consumption for	Amount in MWh	
1) Hydrogen		
2) Water from desalination		
3) Intermediate product		
A) ...		
B)		
C)		

Energy Supply Information

Electricity Supply Summary	Amount in MWh
Non-renewable electricity from the Grid	
Electricity from qualified renewable sources via a direct line ²	

² set out in Annex 6.1.b of Hydrogen Purchase Agreement.

Electricity Supply Summary	Amount in MWh
Electricity from the grid without a PPA which derives from admissible renewable sources ³	
Electricity from the grid under a PPA which derives from admissible renewable sources	
Electricity which derives from admissible renewable sources ⁴	
Electricity which does not derive from admissible renewable sources ⁵	

Energy Supply - Production Sites #1..x (for each production site separately)

Name of installation		
Operator of Production		
Commissioning Date		
Start date and end date of Production (DD.MM.YYYY)		
Renewable Electricity production		
Location (specific address and/or geo data)		
Country of production		
Type of technology		
Capacity installed	A) For generating electricity for the electrolyser	
	B) For generating electricity for the desalination of water	
	C) For the production of intermediate or product production	
Financial Support (Investment support/ national support/ other Scheme)		
Registration number of the H2Global-Project		

³ set out in Annex 6.1.b of Hydrogen Purchase Agreement.

⁴ set out in Annex 6.1.b of Hydrogen Purchase Agreement.

⁵ set out in Annex 6.1.b of Hydrogen Purchase Agreement.

Carbon Supply Information

Carbon Supply Summary	Amount in tonnes
Carbon Supply by Direct Air Capture	
Carbon Supply according to Section 9.1.4 of Annex 6.1.b by supply source	
Source 1)....	
Source 2)....	
Source 3)....	

Greenhouse Gas Emissions

Based on a comprehensive greenhouse gas emission calculation according to the methodology set forth in Article 9 of Annex 6.1.b.

GHG-Value in g CO_{2, eq}/MJ of the Product	Reduction in % in comparison to the comparator ⁶

GHG-Reduction fulfilled

GHG-reduction requirement	fulfilled
Ammonia (NH ₃) 73%; Methanol (CH ₃ OH) 73% and for Jetfuel 73%	Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Mass Balance

Mass balance of all feedstocks used in the production of the Product delivered according to the methodology set forth in Article 9 of Annex 6.1.b. the entire production process and supply chain to the Delivery Point.

By signing this document, I certify that all information and values are correct and complete, and that the product delivered complies with all Additional Product specifications according to Annex 6.1.b of the HydrogenPurchase Agreement. _____

(Location, date) (Signature)

⁶ 94 g CO_{2, eq}/MJ, rounded to the 2nd decimal place.

Annex 8.3

Human Rights and Environmental Standards

Under Section 6.3 of the HPA, HPA Sellers have committed to ensure compliance with specific human rights and environmental standards in their own operations and at their direct suppliers.

These human rights and environmental standards are outlined below and based on national supply chain laws that are being adopted by EU member states, such as the German Supply Chain Duty of Care Act, in force since 1 January 2023 and the [current draft of the] EU Corporate Sustainability Due Diligence Directive that will govern mandatory human rights and environmental compliance in the EU once in force. The HPA Sellers have committed to adhere to the international conventions listed in this Annex and as outlined in Section 6.3 of the HPA and as such safeguards are reasonably applicable in the business context.

1. HUMAN RIGHTS AND FUNDAMENTAL FREEDOMS CONVENTIONS

- The Universal Declaration of Human Rights;
- The International Covenant on Civil and Political Rights;
- The International Covenant on Economic, Social and Cultural Rights;
- The Convention on the Prevention and Punishment of the Crime of Genocide;
- The Convention against Torture and other Cruel, Inhuman or Degrading Treatment or Punishment;
- The International Convention on the Elimination of All Forms of Racial Discrimination;
- The Convention on the Elimination of All Forms of Discrimination Against Women;
- The Convention on the Rights of the Child;
- The Convention on the Rights of Persons with Disabilities;
- The United Nations Declaration on the Rights of Indigenous Peoples;
- The Declaration on the Rights of Persons Belonging to National or Ethnic, Religious and Linguistic Minorities;
- United Nations Convention against Transnational Organised Crime and the Palermo Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime;
- The International Labour Organization's Declaration on Fundamental Principles and Rights at Work;
- The International Labour Organization's Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy;
- The International Labour Organization's core/fundamental conventions:

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)
- Right to Organise and Collective Bargaining Convention, 1949 (No. 98)
- Forced Labour Convention, 1930 (No. 29) and its 2014 Protocol;
- Abolition of Forced Labour Convention, 1957 (No. 105)
- Minimum Age Convention, 1973 (No. 138)
- Worst Forms of Child Labour Convention, 1999 (No. 182)
- Equal Remuneration Convention, 1951 (No. 100)
- Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

2. INTERNATIONALLY RECOGNIZED ENVIRONMENTAL CONVENTIONS

- The Convention on Biological Diversity of 12 October 2014;
- The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) of 3 March 1973;
- The Minamata Convention;
- The Stockholm Convention of 22 May 2001;
- The POPs Convention;
- The Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO), adopted on 10 September 1998;
- The Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal of 22 March 1989 (Basel Convention)