



General Terms and Conditions of Business

for the Use of AGCS Biomethan Register Austria V5.0

(Biomethane T&C)

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Document Management

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1 Introduction

With the entry into force of the "Federal Act on Subsidies for the Generation of Electricity from Renewable Energy Carriers" (Green Electricity Act 2012 – Federal Law Gazette I 75/2011) on 1 July 2012, Austrian lawmakers complied with the obligation to enact in national law "Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC" (Renewable Energy Directive, OJ L 315 of 14 November 2012, pages 1 to 56).

As a measure to promote renewable energy carriers, § 21 Green Electricity Act 2012 stipulates a subsidy for plant operators to be granted under the conditions defined therein for the electrification of biomethane fed into the natural gas grid at another location. To this end, the balance group coordinator must issue monthly confirmation certificates pursuant to the Natural Gas Act 2011 for the Green Power Settlement Agent (OeMAG Abwicklungsstelle für Ökostrom AG) with a unique identification for injected biomethane (biomethane certificates). AGCS Gas Clearing and Settlement AG is the balance group coordinator for Market Area East and complies with this statutory duty by establishing AGCS Biomethan Register Austria (Biomethane Registry Austria).

With the Biomethane Registry Austria, AGCS Gas Clearing and Settlement AG has created a comprehensive instrument to meet the requirements of the many different market participants. The Biomethane Registry Austria is an electronic, account-based registry system that maps all steps needed to achieve eligibility for different application purposes ranging from the registry documents on the injection of the respective energy amounts from biomethane and the generation of the respective biomethane certificates to the cancellation of these biomethane certificates after application.

The Biomethane Registry Austria is based on predefined, structured processes which are the same for all market participants. The grid operators report the hourly energy amounts from injected biomethane on a monthly basis ex post to the clearing and settlement agent (balance group coordinator) who then records these in its clearing system. Each month, these data are used as the basis for the biomethane certificates issued to the biomethane plant operators – for the respective injection month ex post – confirming the energy amount from biomethane injected, with the additives being subtracted. An initial check conducted by the registry operator (AGCS) during registration ensures that only reliable biomethane injection plants which have been audited by the competent authorities and can furnish the relevant official notices to participate in the Biomethane Registry Austria.

By making the Biomethane Registry Austria available, AGCS Gas Clearing and Settlement AG as the registry operator provides a technical and organisational instrument for the ownership transfer of biomethane certificates between the various account holders of the registry. AGCS Gas Clearing and Settlement AG defines its role in this context as that of a neutral and reliable service provider. Grid operators have access to the exact metering values of the biomethane production plants and their injection volumes on a monthly basis. The grid operators submit these metering values to AGCS for the clearing process, which serve as the basis for generating the biomethane certificates. During clearing, the data is checked for plausibility and then imported into the registry system through a defined interface without further modification. All subsequent processes, in particular, the generation of biomethane certificates and the transaction processes are completed fully automated by the system. To ensure compliance with data protection law, the registry operator will never disclose market participant data to other participants or third parties without the consent of the respective market participant.

The IT system used for the registry has been designed to meet all the diverse biomethane application purposes and complies with applicable laws. No matter what the concrete application purpose is, all biomethane certificates are cancelled after application, and therefore, no longer available for re-application. Application purposes of biomethane include, without limitation, the following:

- 1 Electrification of biomethane, which was injected into the natural gas grid at another location and confirmed by biomethane certificates, provided said biomethane certificate was transferred to the account of the Green Power Settlement Agent (OeMAG) and the Agent has granted a subsidy within the meaning of § 21 ÖSG 2012: individual biomethane certificates may, for example, have an audit annotation from an authorised auditor attached to them, as required to be eligible for a subsidy within the meaning of § 21 ÖSG 2012. Such biomethane certificates generated by the Biomethane Registry Austria form the basis for green electricity subsidies for the biomethane, which is injected into the natural gas grid and later transformed into electricity. These biomethane certificates, which are needed to apply for, and be granted, green electricity subsidies by the Green Power Settlement Agent (OeMAG) must be transferred to the registry account of the Agent during processing and then cancelled by the Agent.
- 2 Use of biomethane as sustainable biofuel within the meaning of Fuel Regulation 2012 (Austria): It is also possible to attach an audit report to biomethane certificates to confirm conformity with the quality and sustainability criteria. Under a cooperation agreement with Umweltbundesamt GmbH, the web application elNa, which is available for this purpose, makes it possible to have such audited biomethane certificates credited for use as biofuel within the meaning of the Fuel Regulation by cancelling the corresponding biomethane energy amounts in the Biomethane Registry Austria. This avoids any double counting of energy amounts, while at the same time permitting the corresponding biomethane to be credited to the national biofuel quota.
- 3 Gas consumer disclosure to identify the origin of biomethane volumes in the supply mix for end consumers within the meaning of § 130 Natural Gas Act 2011: When data is transferred to E-Control Austria's guarantees of origin database for the purpose of issuing guarantees of origin, the corresponding biomethane energy amount is cancelled in the Biomethane Registry Austria.
- 4 Export of a biomethane consignment generated in Austria for application outside of Austria. When data is transferred to foreign registries for the application of the biomethane outside of Austria, the corresponding biomethane energy amount will be cancelled in the Biomethane Registry Austria.

2 Definitions

1 Unless otherwise defined in these Biomethane T&C, the terms have the meanings set out in the applicable statutory provisions.

2 For the purpose of these Biomethane T&C, the terms below are defined as follows:

“Additive” is a substance, such as propane, that may be added to upgrade biogas to natural gas standards for injection into the natural gas grid to adjust the calorific value to that of natural gas;

“AF-AZ” is the application form for the assignment of auditors to specific biomethane production plants;

“AF-BMA” is the contract application form for biomethane plant operators;

“AF-FS” is the application form for granting access rights to users;

“AF-GA” is the contract application form for auditors;

“AF-RN” is the contract application form for registry users;

“AF-VA” is the contract application form for biomethane electrification plant operators;

“AGCS” is AGCS Gas Clearing and Settlement AG, 1090 Wien, Alserbachstraße 14-16, FN 217593s;

“Biomethane” is a biogas upgraded to natural gas standards within the meaning of the applicable statutory provisions and of the standards issued by Österreichische Vereinigung für das Gas- und Wasserfach (Austrian Association for Gas and Water);

“Biomethane plant operator” is an operator of a biogas [biomethane] injection plant within the meaning of § 21 (1) ÖSG 2012;

“Biomethane electrification plant operator” (Verstromungsanlagenbetreiber) is an operator of a biogas electrification plant within the meaning of § 7 (1) (1 to 3) ÖSG 2012;

“Injection month” is the period that commences with the start of the first gas day of a calendar month and ends with the start of the first gas day of the subsequent calendar month;

“eINa” is the web application operated by Umweltbundesamt GmbH (Austrian Environmental Agency) for monitoring the pre-tax transactions in sustainable biofuels of Austrian companies. eINa serves to meet the statutory requirements for the collection of data of all sustainable biofuel flows in Austria;

“User with access rights” is an authorised person within the meaning of clause 3.6 who, after having duly submitted the AF-FS, is granted electronic access to the registry account of the respective account holder by the registry operator;

“FQD 2009” is the Fuel Quality Directive (EU) 2009/30; amending Directive 98/70/EC as regards the specification of petrol, diesel and gas-oil and introducing a mechanism to monitor and reduce greenhouse gas emissions and amending Council Directive 1999/32/EC as regards the specification of fuel used by inland waterway vessels and repealing Directive 93/12/EEC

“Gas day” is the period that commences at 6.00 a.m. of a calendar day and ends at 6.00 a.m. of the subsequent calendar day within the meaning of § 2 (7) Gas Market Model Regulation (Austria) 2012;

"Auditor" is a natural person or legal entity or a partnership within the meaning of § 8 (3), third sentence, ÖSG 2012, who is a certified public accountant, civil engineer, court-certified expert, or an engineering firm specialised in electrical engineering, mechanical engineering, combustion engineering, plant engineering or chemistry, and is eligible as a technical expert within the meaning of § 21 (1) ÖSG 2012;

"GMMO-VO 2012": Regulation issued by the management of E-Control for the regulation of the Gas Market Model 2012 (GMM-VO 2012), Federal Law Gazette II No. 171/2012 as amended;

"G-KenV": Regulation issued by E-Control for the regulation of gas consumer disclosure and for the guarantee of origin by the primary energy carrier (Gaskennzeichnungsverordnung 2019 – G-KenV 2019), E-Control ordinance on gas labelling and disclosure), Federal Law Gazette II No 275/2019, as amended;

"GWG 2011": Federal Act introducing new regulations for the natural gas market (Gaswirtschaftsgesetz 2011 – GWG 2011), Federal Law Gazette I No 107/2011 as amended;

"KVO 2012": Fuel Regulation 2012 (Austria), Regulation issued by the Federal Minister for Agriculture and Forestry, Environment and Water Management on the quality of fuels and the sustainable use of biofuels (Kraftstoffverordnung 2012 – KVO 2012), Federal Law Gazette II No 398/2012 as amended;

"Sustainability criteria" within the meaning of Article 25 to 31 of Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources OJ L 328 of 21 December 2018, p. 82-209, as amended;

"Ökostromabwicklungsstelle" (Green Power Settlement Agent (OeMAG)) is the organisation commissioned by the Federal Minister for the Economy and Labour to act as clearing and settlement agent for green electricity;

"ÖSG 2012": Federal Act on subsidies for electricity generation from renewable energy carriers (Green Electricity Act 2012 – ÖSG 2012), Federal Law Gazette I No 75/2011 as amended;

"RED I": Directive (EU) 2009/28/EU of the European Parliament and of the Council of 23 April 2009 to promote the use of energy from renewable sources and amending and subsequent repeal of Directive (EU) 2001/77 and (EU) 2003/30, OJ L 315 of 14 November 2012, page 1 to 56 (Renewable Energy Directive), as amended;

"RED II" Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources OJ L 328 of 21 December 2018, p. 82-209, (Renewable Energies Directive recast), as amended;

"Registry operator" is AGCS Gas Clearing and Settlement AG in its function as the operator of Biomethane Registry Austria.

"Registry account holder/account holder" is a contractual partner of the registry operator that may be a biomethane plant operator, biomethane electrification plant operator, registry user or an auditor;

"Registry users" are all contractual partners of the registry operator who are not biomethane plant operators, biomethane electrification plant operators, auditors or the Green Power Settlement Agent;

“Tax Reform Act”: Federal Act amending the Income Tax Act 1988, the Corporation Tax Act 1988, the Reorganisation Tax Act 1994, Austrian Fees and Duties Act 1957, Land Transfer Tax Act 1987, Insurance Tax Act 1953, Motor Vehicle Tax Act 1992, Electricity Tax Act, Natural Gas Tax Act, Energy Tax Refund Act, Standard Fuel Consumption Tax Act, Federal Tax Code, Federal Financial Court Act, Mutual Administrative Assistance Implementation Act, Alcohol Excise Tax Act, das Tobacco Tax Act 1995, Mineral Oil Tax Act 1995, Tobacco Monopoly Act 1996, Hallmarking and Inspection of Precious Metal Objects 2000, Residential Construction Subsidies Act 2018, Social Insurance (Small-Scale Industry) Act, Farmers’ Social Insurance Act and Financial Equalisation Act 2017 (Tax Reform Act 2020 – 2020), Federal Law Gazette I No 103/2019, as amended;

“Participants” are all contractual partners of the registry operator that are biomethane plant operators, biomethane electrification plant operators, registry users, auditors, or the Green Power Settlement Agent (OeMAG).

3 General

3.1 Scope of Application

- 1 These General Terms and Conditions of Business for the Use of the Biomethane Registry (Biomethane T&C) set out the rights and obligations of the registry operator, on the one hand, and its contractual partners (hereinafter all referred to as: contractual parties), on the other. The Biomethane T&C, as amended, can be accessed at any time at www.biomethanregister.at.
- 2 The contractual partners of the registry operator in this context include, without limitation, biomethane plant operators, users/consumers of biomethane, auditors and other legal entities and natural persons or partnerships submitting applications to the registry operator to open a registry account.
- 3 In addition to the terms of these Biomethane T&C, the legal relationships of the parties are subject to all applicable statutory provisions, in particular, those of the "Federal Act on subsidies for electricity generation from renewable energy carriers" (Green Electricity Act 2012) and of the Natural Gas Act 2011.
- 4 The "Biomethane Registry Austria – Functional Description" (Annex 1 to the Biomethane T&C) and the "Schedule of Fees" (Annex 2 to the Biomethane T&C), both as amended, are an integral part of these Biomethane T&C.

3.2 Services Provided by the Registry Operator

- 1 By creating a registry account for, and granting electronic access to such account, the registry operator grants a contractual partner the right to use the functionalities of the Biomethane Registry Austria in accordance with the Biomethane T&C. Each contractual partner is solely responsible for setting up and making available the necessary technical infrastructure needed to use the Biomethane Registry Austria.
- 2 For the purpose of electronically accessing the respective registry account, each account holder is given access codes for all authorised persons it names pursuant to 3.6
- 3 The registry operator warrants that all biomethane volumes injected into the natural gas grid by the respective biomethane plant operator are fully documented in the Biomethane Registry Austria, reflecting the data reported by the respective grid operator and the additives reported by the biomethane plant operator. Furthermore, the registry operator warrants that it will issue only one biomethane certificate for a given monthly energy amount injected, less the additives, as reported to it, and that such certificate can be cancelled only once, so that all biomethane certificates will remain uniquely identifiable also in the case of splitting and ownership transfers to different registry accounts.

3.3 General Obligations of the Participants

- 1 The contractual partner acknowledges that, by making the Biomethane Registry Austria available, the registry operator only provides an instrument for meeting the diverse requirements of market participants. The Biomethane Registry must be used in a manner that does not violate any statutory obligations. It is not possible for the registry operator to monitor compliance with statutory and contractual obligations by the participants in connection with the use of the Biomethane Registry Austria. In this respect, every participant is solely responsible for compliance with statutory and contractual obligations – including, without limitation, the prohibited multiple use of the energy amounts from biomethane registered in the Biomethane Registry Austria within the meaning of clause 3.3 paragraph 3. Furthermore, the restrictions and obligations specified in paragraphs 2 to 5 below shall apply.
- 2 When a participant uses the energy amount from biomethane referenced in a biomethane certificate for a specific purpose (for example, for obtaining a green electricity subsidy within the meaning of § 21 ÖSG 2012, as a sustainable biofuel within the meaning of KVO 2012, or for consumer disclosure within the meaning of § 130 GWG 2011), the corresponding biomethane certificate, and where only partial energy amounts are used, a proportionate part of that biomethane certificate, must be cancelled in advance in the Biomethane Registry Austria. Applications of biomethane include, without limitation, the following:
 - a) Electrification of a biomethane which was injected into the natural gas grid at another location, a fact confirmed by a biomethane certificate, provided said biomethane certificate was transferred to the account of the Green Power Settlement Agent (OeMAG) and the agent granted a subsidy within the meaning of § 21 ÖSG 2012;
 - b) Use of the biomethane referenced in a biomethane certificate and injected into the natural gas grid at another location as a sustainable biofuel within the meaning of Fuel Regulation 2012 (Austria) (KVO 2012);
 - c) Use of the biomethane referenced in a biomethane certificate and injected into the natural gas grid at another location for gas consumer disclosure to provide proof of origin of biomethane volumes in the supply mix for end consumers within the meaning of § 130 Natural Gas Act 2011 (GWG 2011);
 - d) Export of the biomethane referenced in a biomethane certificate and produced in Austria, and injected into the natural gas grid at another location for application outside of Austria;
- 3 To the extent that a contractual partner's biomethane volumes registered in the Biomethane Registry Austria are registered in other databases or registration systems, the contractual partner must ensure that this does not result in the inadmissible multiple application (double counting) of the biomethane volumes registered – in whole or in part – in the Biomethane Registry Austria. In any event, participants must refrain from any actions that would result in, enable or be conducive to the inadmissible multiple application of biomethane energy amounts in the Biomethane Registry Austria or enable or support such application. If applicable, the contractual partner must cancel the respective biomethane certificates immediately after they have been generated in order to prevent the inadmissible multiple application of the energy amounts from biomethane referenced in these certificates. The registry operator shall in no case be held liable for any loss or damage caused by such multiple application of the biomethane registered in the Biomethane Registry Austria.

- 4 The biomethane plant operator must guarantee and regularly monitor that all energy amounts from biomethane it injects into the natural gas grid are fully documented in the Biomethane Registry Austria. This does not affect the ban on inadmissible multiple application within the meaning of clause 3 above.
- 5 The registry operator shall not be held liable for any loss or damage resulting from a violation of the obligations pursuant to paragraphs 1 and 3.

3.4 Principles of Account Management

3.4.1 Opening an Account

- 1 All registry accounts in the Biomethane Registry Austria without exception are opened by the registry operator upon receipt of an application for such an account from a contractual partner in the manner specified in these Biomethane T&C.
- 2 The registry account shall be deemed opened once initial access rights have been granted to the primary and secondary authorised persons, or, in the case of applications by auditors, only to the primary authorised person, duly designated pursuant to clause 3.6 by the respective participant during the application process for the opening of a registry account.
- 3 The registry operator assigns a unique designation and identification number to every registry account for use in its IT system.

3.4.2 Requirements for Opening a Registry Account

To set up a registry account in the Biomethane Registry Austria, the contractual partner must, in addition to the relevant contract application forms (AF-BMA, AF-VA, AF-GA, AF-RN), submit to the registry operator, in written form, the information and documents specified in the respective application form no later than 10 workdays before the opening of the relevant registry account.

3.5 Technical Requirements and Conditions for Access to the Registry

- 1 To enable the contractual partners of the registry operator to access the Biomethane Registry Austria online, they must meet the applicable technical requirements. At the time these Biomethane T&C become effective, the requirements include:
 - a) for registration in the Biomethane Registry Austria, communication shall take place over an internet browser and shall be done exclusively via an encrypted connection.

3.6 Authorised Persons, Opening of Accounts and Requirements for Accounts

- 1 Every participant must name a primary and a secondary authorised person for every registry account who may initiate transactions in the Biomethane Registry Austria and other processes on behalf of the respective participant. Auditors do not need to name a secondary authorised person.
- 2 To name the person(s) mentioned in paragraph 1 above, the participant must submit a fully completed and duly signed application form for user access (AF-FS), as amended, to the registry operator along with the information and documents specified in more detail on the application form.

- 3 The primary and secondary authorised persons as set out in paragraph 1 above must be a natural person who is at least 18 years old. The primary and secondary authorised persons are not permitted to be the same person. Evidence thereof must be furnished to the registry operator by submitting the documents in the required format and quality. After receiving the information on the authorised person pursuant to paragraph 2, the registry operator will grant access to the authorised person within 10 workdays of receiving such information or must inform the participant requesting access that such access has been denied. This period may be increased by an additional 10 days if there is a need for more detailed scrutiny of the information provided. The participant requesting access cannot appeal the decision if access is denied.
- 4 The primary and secondary authorised persons are explicitly prohibited from assigning their status as authorised person to other persons.
- 5 The registry operator is granted the right to remove an authorised person within the meaning of paragraph 1 from an account if admission should have been rejected already under paragraph 2, in particular, if it turns out that the documents and identity information submitted when naming the person were false or forged. The participant must be informed by the registry operator before the authorised person is removed and must be requested to name a replacement as soon as possible. The procedure pursuant to paragraphs 1, 2 and 3 apply mutatis mutandis for persons being named as replacement for the role of authorised person. The participant does not have the right to raise an objection to a removal.
- 6 The participant must immediately inform the registry operator as soon as one of the authorised persons named (in particular, employees) leaves the company of the participant. The participant must state the date on which the authorised person leaves the company. The registry operator will block access to the account for the authorised person who leaves the company on the date notified, but no earlier than within 24 hours from the time such notice is received. If it is mandatory to name an authorised person pursuant to paragraph 1, the contractual partner must at the same time name a new authorised person to whom the admission procedure described in paragraphs 1, 2 and 3 shall apply accordingly. As long as no nomination has been presented, the registry operator is authorised to block access to the registry account.
- 7 The registry operator is under the obligation to open the requested account only if all documents and evidentiary materials, in particular, as specified in the respective application forms (AF-BMA, AF-VA, AF-GA, AF-RN, AF-FS, AF-AZ) have been submitted in the prescribed format and quality. If the participants have to meet additional requirements by law, the registry operator is authorised to request participants to submit the relevant documents and evidentiary materials.
- 8 The registry operator is authorised to request the contractual partner – also after the account has been opened – to submit further documents and evidentiary materials at any time to a justified and a reasonable extent, especially when there are changes in the national and international legal frameworks. The registry operator shall give the account holder a reasonable period for submitting these documents and evidentiary materials. If the registry operator does not receive these within the defined period and in the required format and quality, the registry operator shall be authorised to block the account in accordance with clause 3.17.2 paragraph 1 and to terminate the contractual relationship in accordance with this clause.

3.7 Compliance with Security Rules and Helpdesk

The contractual partner agrees to observe and comply, at all times, with the provisions of clauses 3.7.1, 3.7.2 and 3.7.3 below and to impose compliance with these provisions on all authorised persons as defined in clause 3.6, unless it is explicitly pointed out that a provision is to be understood as a recommendation. The contractual partner is under the obligation to furnish proof of this compliance to the registry operator at any times.

3.7.1 Obligations and Rules for Registry Account Holders and Users with Access Rights to Ensure System Security

- 1 Username and password:
 - a) The password must consist of at least eight alphanumeric characters. It should not be made up of components that can easily be connected to the user (e.g., first name, last name, date of birth, etc.).
 - b) The personal password for registration in the Biomethane Registry Austria is highly confidential. Users are prohibited from divulging the password to third parties, to registry administrators working at the helpdesk or to other account holders.
 - c) On the log-in screen of the Biomethane Registry Austria, the prompt to enter username and password will be displayed only once.
 - d) If the prompt to enter username and password differs in any way from the procedure described above, the account holder or the respective authorised person must immediately call the helpdesk of the registry operator by telephone.
- 2 If the account holder suspects that one or more of the following scenarios applies, the account holder must immediately contact the Registry helpdesk by telephone, or if it happens on the weekend or a holiday, must block the account (by entering a wrong password three times – and in this case must notify the Biomethane Registry Austria helpdesk on the next following workday):
 - a) If unauthorised persons have obtained knowledge of the username and/or related password.
 - b) If unauthorised persons have, or have had, unauthorised access to the account using the data set out in letter (a) above obtained by them.
- 3 The account holder and/or the appointed authorised persons are under the obligation to use antivirus and firewall software, with the antivirus software being updated at least once per month. Additionally, a complete and exhaustive virus check must be conducted at least every two months.
- 4 The operating system, firewall software and other software installed on the device from which the Biomethane Registry Austria is accessed must have the latest security patches released by the respective software manufacturers installed and kept up to date.
- 5 As a rule, e-mail attachments are to be opened only after origin and content have been carefully checked. In particular, no attachments with self-executing files should be opened.
- 6 Administrator rights are to be assigned only to trustworthy persons for the exclusive purpose of installing authorised and trustworthy software programmes.
- 7 To connect with the Biomethane Registry Austria, a device must be used on which the user registers in the role of "user" and never as "administrator".

- 8 It is recommended not to use systems for automatic log-in. After the operating system has been launched and the software initialised, the respective user should always be requested to enter the log-in password.
- 9 It is recommended to use a screen saver that turns off automatically after no more than 15 minutes of inactivity.
- 10 Saving the log-in data in the browser is prohibited.
- 11 No client-side releasing of resources (such as folders and/or printers) shall be permitted on the computer used to connect to the Biomethane Registry Austria, and neither shall it be permitted to set up servers (e.g., http(s), ftp, etc.) or to install file sharing programmes (e.g., BitTorrent) on said computer.
- 12 Only trusted USB devices are permitted to be plugged into the computer used to connect to the Biomethane Registry Austria.

3.7.2 Other Obligations of Registry Account Holders and Users with Access Rights

- 1 If a session times out, the browser must be closed completely before attempting to log in again.
- 2 The Registry is to be accessed exclusively using the web address <https://register.biomethanregister.at>. This address must always be entered directly into the address field of the browser.
- 3 When leaving the workplace, the user must log out of the Registry to prevent unauthorised access to the registry account.
- 4 All users with access rights are under the obligation to store their personal access data securely to prevent abuse.

3.7.3 Biomethane Registry Austria Helpdesk

- 1 Important news will always be sent directly by e-mail as well as being published on the website of the Biomethane Registry Austria at www.biomethanregister.at.
- 2 The registry operator's helpdesk sends all non-automated e-mails from the e-mail address published on the Registry website at www.biomethanregister.at.
- 3 The registry operator will never ask users for the log-in data for electronic access to the registry account.
- 4 Should there be reason to suspect fraud, account holders and/or users with access rights must immediately contact the Biomethane Registry Austria helpdesk.
- 5 The current helpdesk contact details (e-mail, telephone, fax) are available on the Biomethane Registry Austria website at www.biomethanregister.at.
- 6 The contractual partner bears the costs of any connection fees that may arise in this context.

3.8 Written Form, Language

- 1 Contracts and notices of the contractual parties must be made in writing, unless explicitly specified otherwise in the Biomethane T&C. Any departure from the written form shall also have to be made in writing. Electronic messages with an electronic signature shall also be considered to meet the requirement of the written form.

- 2 The contractual and business language is German. Therefore, all messages sent by the contractual parties must be in German to be valid, unless mutual agreement is reached to depart from this requirement.

3.9 Place of Fulfilment

Place of fulfilment for all contractual services performed is the venue of the registered office of the registry operator.

3.10 Data Protection und Secrecy Obligations of the Registry Operator

- 1 The registry operator is permitted to use the data of the contractual partner exclusively for the purpose of fulfilling its tasks and to the extent permitted by the law and the provisions of these Biomethane T&C.
- 2 The registry operator must treat the business and operating secrets of the contractual partners it gains knowledge of in connection with its activities confidentially, provided this obligation does not contradict any laws that require disclosure.
- 3 The registry operator will impose the aforementioned data protection and secrecy obligations on its employees, contractors and vicarious agents. The registry operator must treat all information confidentially. This does not apply to information that must be disclosed due to statutory disclosure obligations.
- 4 With respect to confidential information and data, the account holders consent to the registry operator
 - a) sending and making it available to the Green Power Settlement Agent, provided the Green Power Settlement Agent needs this information and data to fulfil its statutory tasks;
 - b) sending and making it available to Energie-Control Austria für die Regulierung der Elektrizitäts- und Erdgaswirtschaft (E-Control), provided E-Control needs this information and data to fulfil its statutory tasks regarding gas consumer disclosure;
 - c) sending and making it available to other national registries, provided this is required to transfer a biomethane consignment generated in Austria for application outside of Austria.
- 5 In the event that an account holder initiates, with another registry, the transfer by the Austrian registry operator of biomethane certificates to said other registry, the contractual partner authorises the registry operator to forward all biomethane certificates to such other registry. With respect to such information on biomethane certificates, the other registry is also authorised to provide information based on statutory disclosure obligations and to disclose such information to third parties provided this is necessary for them to fulfil their statutory tasks.
- 6 Registry account holders give their consent for the registry operator to share information on biomethane certificates with other registries in order to ensure that there is no multiple use of injected biomethane consignments.

3.11 Viewing Data

Each of the contractual partners have the right to view data relating to them by electronically accessing the data via a password-protected internet connection.

3.12 Reporting Obligations

The contractual partner must report to the registry operator any amendments to data affecting the contractual relationship without being requested to do so, including information on any amendments to the data given in clause 3.6

3.13 Accuracy of the Data and Data Storage

- 1 The contractual partner is under the obligation to regularly review the completeness and current status of the data relating to itself, and to inform the registry operator of any incorrect data records in the database without delay. The registry operator shall not be held liable for any loss or damage arising from a violation of the aforementioned obligations.
- 2 If there are founded suspicions regarding the correctness of the data, the registry operator may request proof of the correctness of the data in a manner commensurate with the circumstances regarding format and scope. The costs of such a review shall be borne by the contractual partner.
- 3 The contractual partners are under the obligation to store the data sent to them for three years.

3.14 Establishing a Contract

- 1 By sending the respective duly signed contract application form to the registry operator (AF-BMA, AF-VA, AF-GA, AF-RN), the contractual partner accepts these Biomethane T&C, the "Biomethane Registry Austria - Functional Description" (Annex 1 to the Biomethane T&C) and the "Schedule of Fees" (Annex 2 to the Biomethane T&C).
- 2 With the opening of a registry account (see clause 3.4.1 paragraph 2) by the registry operator, a contract is established between the registry operator, on the one hand, and the contractual partner, on the other, under the conditions of these Biomethane T&C including all of its Annexes, all as amended.
- 3 This contract is established on the basis of these Biomethane T&C, the respective applicable contract forms (AF-BMA, AF-VA, AF-GA, AF-RN), the "Biomethane Registry Austria - Functional Description" (Annex 1 to the Biomethane T&C) and the "Schedule of Fees" (Annex 2 to the Biomethane T&C). The "Biomethane Registry Austria – Functional Description" (Annex 1 to the Biomethane T&C) and the "Schedule of Fees" (Annex 2 to the Biomethane T&C), both as amended, are an integral part of these Biomethane T&C, and the currently valid versions can be downloaded from www.biomethaneregister.at.
- 4 The application of general terms and conditions of business or similar rules and regulations of the contractual partner is excluded by mutual agreement. In case of doubt, the provisions of these Biomethane T&C shall prevail.
- 5 Amendments and departures from these Biomethane T&C shall only be effective if these are agreed by explicit mutual consent and in writing by the registry operator and the respective contractual partner. Clause 3.18 of these Biomethane T&C shall remain unaffected thereby.

3.15 Commencement of Services

- 1 The opening of the respective registry account by the registry operator shall be completed within the period stated in clause 3.6 paragraph 3 after the participant has submitted the duly completed contract application form (see clause 3.4.2) and named, within the meaning of clause 3.6 the primary and at least one secondary authorised person – or the primary authorised person if the application is submitted by an auditor. With the opening of the registry account, the respective participant shall have the right to use the functionalities of the Biomethane Registry Austria as set out in “Biomethane Registry Austria – Functional Description” (Annex 1 to the Biomethane T&C). The first-time generation of biomethane certificates is independent of this process and shall take place as of the points in time stated in paragraph 3.3.
- 2 For a biomethane plant operator to be permitted to register in the Biomethane Registry Austria, the relevant biomethane injection plant must already be registered with a settlement and clearing agent (balance group coordinator) at the time the application is submitted, thereby making it possible for the settlement and clearing agent to receive data on injected energy amounts from the grid operator broken down by plant on a monthly basis.
- 3 The monthly generation of biomethane certificates for the respective biomethane injection plant shall start for the first time in the month after completing the registration. The specific points in time of the generation of biomethane certificates per injection month are defined by the balance group coordinator and are based on its internal processes. The relevant times for the respective monthly generation of certificates are published on the website of the Biomethane Registry Austria at www.biomethanregister.at.
- 4 Any retroactive settlement or second clearing does not result in changes to the biomethane certificates already issued.
- 5 There is no retroactive generation of biomethane certificates for energy amounts from biomethane produced prior to registration.

3.16 Duration of the Agreement

The agreement between the registry operator and the contractual partner is entered into for an indefinite period of time.

3.17 Termination of the Agreement

3.17.1 Termination by the Contractual Partner

The contractual partner has the right to terminate the agreement with the registry operator as of the last day of every month by giving one month’s written notice. This does not affect the right

- a) to terminate the agreement without notice for cause;
- b) to terminate the agreement due to changes to the Biomethane T&C pursuant to clause 3.18 paragraph 3.

3.17.2 Blocking of Accounts and Contract Dissolution by the Registry Operator

- 1 The registry operator has the right to terminate the agreement with the account holder on the last day of every month by giving one month’s written notice. The registry operator will not unreasonably terminate the contract.

- 2 Furthermore, should there be reasons to assume that a contractual partner or an authorised person named by the contractual partner uses any of the defined functions of Biomethane Registry Austria in a detrimental manner or contrary to the defined purpose, the registry operator shall moreover have the right to block access to the account and terminate the relevant contract with the account holder with immediate effect for cause. Additionally, the registry operator has the right to block access to the registry account when an account holder violates contractual provisions despite having been warned and granted a reasonable grace period. Such violations include:
 - breach of an obligation specified in clause 3.3 paragraph 1 or 3;
 - failure to comply with notification obligations in connection with the authorised persons to be named or when such persons resign (see clause 3.6);
 - repeatedly sending incorrect data;
 - non-compliance with mandatory security rules pursuant to clause 3.7;
 - failure of the account holder to submit the documents and evidentiary materials requested by the registry operator after the opening of the registry account within the period defined in the required format and quality (see clause 3.6 paragraph 8);
 - breach of an obligation pursuant to clause 4.1.1 paragraph 1 and 2 by the biomethane plant operator;
 - breach of an obligation pursuant to clause 4.4.2 by an auditor;
 - failure to meet payment obligations.
- 3 Provided it is legally permissible, the registry operator is also authorised to terminate the contract with immediate effect for cause without a grace period in the event the contractual partner files for reorganisation or insolvency proceedings within the meaning of "Federal Law Gazette on Insolvency Proceedings" (Insolvency Act – IO, Imperial Law Gazette No. 337/1914, as amended) or if a creditor of the contractual partner files to open such proceedings or if the court dismisses the petition to open such proceedings due to lack of assets to cover the costs. In this case, the registry operator will close the account, which is the object of the contract, unless the insolvency receiver enters into the contract within course of the insolvency proceedings. If a contract is continued by the insolvency receiver in the case of insolvency of a contractual partner, the registry operator may make the provision of services contingent on the depositing of adequate collateral or an advance payment.
- 4 The registry operator does not assume any liability for loss or damage caused to third parties or to the contractual partner resulting from the contractual partner's violation of provisions of the contract and/or by the justified termination or dissolution of the contract on these grounds.

3.18 Amendments to the General Terms and Conditions of the Registry Operator

- 1 The registry operator has the right to amend these Biomethane T&C including the Annexes as needed to an objectively justified extent, including, but without limitation, in the case of amendments to national or international legal frameworks.
- 2 Amendments to the Biomethane T&C will take effect on the date announced, but no earlier than 14 (fourteen) days after having communicated the amendments to the contractual partner electronically. The respective current version will be available on the website www.biomethanregister.at as of the day of the notification. The registry operator will send the full text of the amended version to the contractual partner only upon its explicit request.

- 3 In the electronic communication to the contractual partner, the registry operator informs of the main contents, the date of entry into force and also points out the contractual partner's right to terminate the contract up to this time (date of receipt) by sending a written notice. In such case, the contractual relationship is deemed dissolved as of this time and the registry operator closes the registry account within two weeks from the time of dissolution.

3.19 Partial Lack of Validity

Should any of the provisions of the Biomethane T&C or of the contracts entered into based on these Biomethane T&C be invalid or become invalid and/or lose legal effect, this shall not affect the validity of the remaining provisions. The contractual parties agree already at this time to replace by mutual consent any invalid provisions and/or provisions having lost legal effect with legally effective provisions that meet the intended legal, economic, or technical purposes as close as possible.

3.20 Billing Principles

- 1 If automated debit orders have been set up, the annual fee to be settled by account holders shall be due on the date stated on the invoice and collected electronically without any charges being debited to the registry operator. If there is no automatic debit order, the invoiced amount shall be due on the account of the registry operator at the latest by the date stated on the invoice.
- 2 The annual registry account fee plus any applicable taxes and charges to be paid by account holders shall be settled with the registry operator.
- 3 The invoices shall be issued in EUR.
- 4 Every contractual party shall have the possibility of sending a written objection to the invoice to the registry operator within 30 days. If the objection is not sent within the period stated, the invoice shall be binding. The registry operator must correct any invoices containing errors. Such corrections of invoices shall be notified separately.
- 5 As a rule, netting against counterclaims is excluded. It is only permitted for the registry operator if the contractual partner is at risk of imminent insolvency. Furthermore, netting against claims of the contractual parties is permitted if such claims are legally linked to the liability to be netted and have been recognized by a court of law or by the registry operator.
- 6 In the event of default on payment, interest on arrears shall be charged in the amount of the base interest rate (§ 1 (1) EUR-JuBeG) plus four percentage points p.a., and for business-to-business transactions eight percentage points p.a. above the base interest rate (§ 352 UGB).
- 7 The invoices shall be sent to the contractual partners by regular mail or by e-mail.
- 8 The fee pursuant to clause 3.21 paragraph 1 is invoiced annually and is due in a single payment in advance for the respective current calendar year within 14 days of the day the invoice was issued by the registry operator and must be paid to the registry operator.

3.21 Schedule of Fees

- 1 Registry users within the meaning of these Biomethane T&C shall pay a fee for the use of the Biomethane Registry Austria. The respective amount of the fee is defined in the Schedule of Fees (Annex 2 to the Biomethane T&C) of the Biomethane Registry Austria, as amended.

- 2 The fee is due in the full amount for intra-year periods from the time the application is submitted to open a registry account until the close of the current calendar year in which the application is being made.
- 3 Fees already paid will not be refunded – this also excludes partial refunds – on the grounds of termination of the contract between the registry operator and contractual partner.
- 4 The Schedule of Fees, as amended, can be accessed at any time at www.biomethanregister.at.

3.22 Disruptions to Contract Fulfilment and Emergency Measures

- 1 Every contractual party is under the obligation to inform the respective other contractual party without delay of any disruptions to contract fulfilment and provide information on the steps being taken to remedy a disruption on an ongoing basis. The contractual party concerned must immediately take the steps necessary to eliminate the disruption to contract fulfilment.
- 2 Emergency measures taken by the registry operator in the event of disruptions to the operation of the registry shall be binding on all contractual partners affected. The same applies to all measures taken by the registry operator to maintain or restore undisrupted registry operations.
- 3 If, in the event of technical problems (e.g. system failures, or similar), it is not possible for a contractual partner to execute transactions through the registry system, the contractual partner has the option of using special forms to request the registry operator to enter a transaction in the Biomethane Registry Austria. However, this only applies on the condition that the account holder furnishes proof of a technical disruption, or, as a minimum presents plausible grounds to the registry operator. The registry operator may accept or reject such application at its discretion. If the registry operator has any doubts, it may reject such applications at any time, in particular, for security reasons.

3.23 Measures in the Event of Disruptions

- 1 In the event of technical disruptions or other irregularities that hinder the intended use of Biomethane Registry Austria, every contractual party is under the obligation to inform the respective other party immediately and to initiate all economically reasonable measures without delay to restore the orderly fulfilment of the contract.
- 2 The registry operator has the right to suspend the transmission and the receipt of data for the purpose of carrying out the necessary work on the IT systems used to execute its tasks. The registry operator shall notify contractual partners of this work in a timely manner – if it is possible to plan the work in advance – but at the latest 48 hours before the start of work.
- 3 The registry operator shall not be liable for any loss or damage caused by the fact that the use of the Biomethane Registry Austria is suspended during the necessary work to restore operations pursuant to paragraph 2.

3.24 Issuance of Cancellation Statements and Statements of Account

- 1 Upon request of a holder of a biomethane certificate cancelled in Biomethane Registry Austria, the registry operator must issue a cancellation statement within 14 workdays of receipt of the relevant application; this statement must be signed by at least one member of the management board of AGCS and bear the corporate seal of AGCS.

- 2 The cancellation statement duly issued by the registry operator confirms that the concerned biomethane certificate was in cancelled status at the time the statement was issued. The registry operator does not confirm the correctness of the data sent to it by the respective grid operator, participant or auditor used as a basis for the issuance of the cancellation statement. Any liability of the registry operator shall be excluded.
- 3 Furthermore, every account holder – with the exception of auditors – may query the current status of their registry accounts for information only (with no guarantee of accuracy), and to download and save this statement of account in [.CSV] format. The registry operator does not guarantee the correctness of such a statement of account and this statement is not binding for legal transactions. The registry operator does not assume liability for any loss or damage caused by the use of the statement of account within the meaning of this paragraph 2.

3.25 Supervision

The contractual parties are under the obligation to notify the competent authority of any violation of laws, regulations, or contractual provisions subject to sanctioning by the competent authority.

3.26 Liability

- 1 Apart from cases in which these Biomethane T&C explicitly exclude the liability of the registry operator, the contractual parties shall be liable in accordance with generally applicable provisions of the law on torts. In the event liability is contingent on culpability, liability applies only in cases of wilful intent or gross negligence.
- 2 Liability of the registry operator for loss or damage caused by force majeure or other circumstances over which it has no control, or for loss or damage suffered by third parties, shall in any case be excluded. Force majeure shall in any case include lawful actions in labour disputes (e.g., strikes) as well as the transmission of incorrect or incomplete data on hourly biomethane volumes injected by the respective grid operator or the complete failure to transmit such data to AGCS.
- 3 Insofar as these Biomethane T&C include provisions that regulate the relationship of the participants with one another and not with the registry operator, this shall affect the contractual relationship with the registry operator only to the extent that these provisions imply the existence of the corresponding agreements between the participants. Any liability of the registry operator towards these participants under the provisions which concern the contractual relationship of the participants with one another, including, without limitation, the validity of the agreement between the participants, shall be excluded.
- 4 The registry operator shall be liable for ensuring that only participants obtain a registry account and the related access rights in the Biomethane Registry Austria that have submitted the corresponding application form to the registry operator together with the required information, documents and official notices in the format and quality prescribed.
- 5 The registry operator shall be liable for the correctness of biomethane certificates only insofar as these must correspond in their amounts with the monthly injection energy amounts received from the respective grid operators less the additives notified by the plant operators. The result of this subtraction is rounded down to full kWh and yields the energy amount that is noted on the corresponding biomethane certificate. However, the registry operator shall not be liable for the correctness of the data sent by the respective grid operator, contractual partner, or auditor to the registry operator, and which is used as basis for generating the biomethane certificates.

- 6 Each participant shall have sole and full responsibility for the fulfilment of its contractual obligations towards third parties, including, without limitation, obligations towards other participants. The registry operator shall not be responsible for ensuring that a participant meets its obligation vis-a-vis third parties of furnishing proof of promised or expected qualities of a specific biomethane volume registered in Biomethane Registry Austria. Biomethane certificates merely document the information sent or communicated by the respective grid operator, participant, or auditor to the registry operator and which the registry operator uses without modification as a basis for generating the respective biomethane certificates; neither do these certificates establish any type of binding obligation with respect to legal transactions.
- 7 Liability for any loss or damage for which the registry operator is responsible shall be limited to EUR 10,000 per calendar year and participant.
- 8 The contractual parties shall not be liable for indirect loss or damage or consequential loss or damage, profits foregone, or savings not made.

3.27 Jurisdiction and Applicable Law

- 1 Austrian law shall apply with the exception of its conflict-of-law provisions under International Private Law and the United Nations Convention on Contracts for the International Sale of Goods.
- 2 For disputes arising from this agreement which are subject to the jurisdiction of a court of law, the competent court at the venue of the registered office of the registry operator shall have exclusive jurisdiction.

4 Special Provisions

4.1 Special Rights and Obligations of the Biomethane Plant Operators

4.1.1 Use of Additives

- 1 Biomethane plant operators must keep records of the energy amounts and calorific values of the additives (e.g., propane) added to a specific energy amount of biomethane before it is injected into the natural gas grid for the purpose of adjusting its calorific value to that of natural gas. Based on these records, the respective biomethane plant operator must record on a monthly basis the total quantity of such additives used during one injection month after the close of the month in the corresponding data fields of its registry account using the measurement unit "kWh per injection month".
- 2 The notification of the data pursuant to paragraph 1 by the biomethane plant operator must be done by the latest within the first five workdays of the month following the month in which the additives were injected by the plant operator.
- 3 The registry operator generates biomethane certificates on the basis of the respective data notified by the biomethane plant operator pursuant to paragraph 1 with the qualification that the respective quantity of additives used is deducted from the total energy amount, and therefore, the certificates state the actual proportion of biomethane in the respective total energy amount injected.

- 4 The biomethane plant operator is under the obligation to have the data it notifies pursuant to paragraph 1 audited by an auditor within the audit conducted pursuant to clause 4.5.1 paragraph 1. Should the auditor ascertain within the course of this audit that the actual quantity of additives used in the respective total gas volume injected does not correspond to the data given by the respective biomethane plant operator pursuant to paragraph 1, the respective biomethane plant operator shall be solely and fully liable for any resultant loss or damage. The registry operator shall not be held liable in this case – regardless of the grounds for the claims.

4.1.2 Legal Succession

Biomethane plant operators are permitted to transfer their respective registry accounts only together with the plant to which the registry account is assigned. In this case, they have the right to transfer their contractual rights and obligations to their legal successor provided the legal successor meets the requirements for carrying out the relevant activity in accordance with applicable legal provisions, as amended. The transfer of the contract will take effect for the registry operator fourteen days as of notification, provided the legal successor has accepted the rights and obligations with legally binding effect and without qualification, and proof of this has been submitted in writing to the registry operator.

4.2 Special Rights and Obligations of the Biomethane Electrification Plant Operators

4.2.1 Legal Succession

Biomethane electrification plant operators are permitted to transfer their respective registry accounts only together with the plant to which the registry account is assigned. In this case, they have the right to transfer their contractual rights and obligations to their legal successor provided the legal successor meets the requirements for carrying out the relevant activity in accordance with applicable legal provisions, as amended. The transfer of the contract will take effect for the registry operator fourteen days as of notification, provided the legal successor has accepted the rights and obligations with legally binding effect and without qualification, and proof of this has been submitted in writing to the registry operator.

4.3 Special Rights and Obligations of Registry Users

4.3.1 Legal Succession

Registry users have the right to transfer their contractual rights and obligations to their legal successor provided the legal successor meets the requirements for participation in the Biomethane Registry Austria. The transfer of the contract will take effect for the registry operator fourteen days as of notification, provided the legal successor has accepted the rights and obligations with legally binding effect and without qualification, and proof of this has been submitted in writing to the registry operator.

4.4 Special Rights and Obligations of Auditors

4.4.1 Requirements for Opening a Registry Account

Only the natural persons, legal entities or partnerships defined in clause 2 may request registration with the registry operator as an “auditor” in the Biomethane Registry Austria.

4.4.2 Proof of Qualification

- 1 Auditors must present their qualifications as experts during the registration process that confirms compliance with the relevant criteria to receive funding for green electricity within the meaning of § 21 ÖSG 2012.
- 2 In the case of other qualifications such as, for example, certifying sustainability criteria within the meaning of Articles 25 to 31 of RED II and for the purpose of gas consumer disclosure within the meaning of § 130 GWG 2011, such qualifications must be disclosed during the registration process.
- 3 Auditors must furnish proof to the registry operator of their qualifications by sending all documents (hereinafter: proof of qualification) specified on the "contract application for auditors" (AF-GA), as amended, to the registry operator. The respective auditor is responsible for sending the proof of qualification to the registry operator. Should the proof of qualification furnished lose validity – for whatever reason – the concerned auditor must notify the registry operator in writing of this fact as soon as possible.
- 4 Should circumstances arise by which the party registered as "auditor" in the Biomethane Registry Austria no longer qualifies as an auditor within the meaning of these Biomethane T&C, the party registered as "auditor" in the Biomethane Registry Austria must notify the registry operator immediately. In such case, the registry operator will immediately block the registry account of the party registered as "auditor" and temporarily cancel access rights to the Biomethane Registry Austria. The temporary cancellation of the access rights will be rescinded when the respective party registered as "auditor" provides the registry operator with proof of qualification as auditor by sending the relevant proof of qualification within one month of cancellation of its access rights.

4.4.3 Legal Succession

Auditors are prohibited from transferring contractual rights and obligations.

4.5 Special Obligations regarding § 21 Green Electricity Act 2012

4.5.1 Obligation to Conduct a Technical Audit

- 1 In the event that biomethane certificates issued for the energy amounts from biomethane injected into the natural gas grid are to be used to obtain subsidies under the Green Electricity Act, including, without limitation, § 21 ÖSG 2012, biomethane plant operators shall be, under said legislation, obligated to provide, by 31 March of the year following the injection of the biomethane amount registered in the Biomethane Registry Austria, proof of the quality and amount of the biomethane injected into the natural gas grid by the biomethane injection plant by furnishing an audit report prepared by an auditor registered as such in the Biomethane Registry Austria. This period may be extended once by submitting a written request to the registry operator, with the registry operator only having to accept such request if the biomethane plant operator has requested an extension of the period within the meaning of § 21 (1) last sentence ÖSG 2012 with the Green Power Settlement Agent and has been granted this one-time extension within the meaning of § 21 (1) last sentence ÖSG 2012. Upon request of the registry operator, the biomethane plant operator must furnish proof in writing of the one-time extension of the period by the Green Power Settlement Agent.

- 2 Confirmation of proof of the quality and energy amount of the biomethane injected pursuant to paragraph 1 is done by registering the corresponding audit annotation of the respective auditor in the data records of the registry account of the respective biomethane plant operator (see clause 4.5.2 paragraph 1). Such an audit annotation can only be created by auditors who are registered in the Biomethane Registry Austria and who have had the biomethane injection plants audited pursuant to paragraph 1 assigned to their registry accounts. All assignments of auditors to biomethane injection plants are, without exception, done by the registry operator, after the duly completed and signed "Application Form for the Assignment of Plants to Auditors" ("AF-AZ") has been submitted by the respective biomethane plant operator and auditor to the registry operator, which will carry out the assignment within ten workdays after having received such application form. The form must be submitted to the registry operator in a timely manner, in any case before the audit of the respective biomethane injection plant by the respective auditor.
- 3 The biomethane plant operator agrees to give its consent to the auditor it has commissioned with an audit pursuant to paragraph 1 to enter data within the meaning of paragraph 2 in conjunction with clause 4.5.2 paragraph 1 in the respective data record of its registry account.

4.5.2 Audits to Obtain Funding under the Green Electricity Act within the meaning of § 21 ÖSG 2012

- 1 Auditors which have been commissioned by a biomethane plant operator to conduct an audit pursuant to 4.5.1 paragraph 1 are under the obligation to record a corresponding audit annotation for all biomethane amounts injected in each injection month during the audit period for which the audit review has resulted in a positive assessment, within a reasonable period of time after having completed an audit, on the respective biomethane certificate of the corresponding biomethane injection plant. In the event the auditor does not record an audit annotation, the auditor must explain in detail and verifiably the reasons for this decision in the text field available for this purpose.
- 2 By entering the audit annotation within the meaning of paragraph 1, the respective auditor confirms that the biomethane injection plant concerned has been audited within the meaning of § 21 ÖSG 2012 and that the biomethane certificates generated for the biomethane amounts injected during the auditing period meet the requirements of § 21 ÖSG 2012.
- 3 Auditors can only make entries in the data records of such biomethane injection plants which have been assigned to them in the Biomethane Registry Austria pursuant to 4.5.1 paragraph 2. Jointly with the concerned biomethane plant operator, every auditor must endeavour to have the corresponding biomethane injection plant assigned to the auditor pursuant to 4.5.1 paragraph 2 by the registry operator in a timely manner.
- 4 When providing audits within the meaning of § 21 (1) ÖSG 2012, auditors act in fulfilment of their contract with their respective clients. The registry operator is not a party to this contractual relationship and is not liable for any loss or damage that may arise from it.

4.6 International Ownership Transfers of Biomethane Certificates

- 1 The international ownership transfer of a biomethane certificate is contingent on the transfer of the relevant certificate between an account holder with an account with the registry operator AGCS and an account holder with an account with a foreign registry operator. The transfer of certificates with a registry account holder of a foreign registry operator is only possible if both account holders have valid registrations with their respective registry operators.

- 2 Such international transfers are governed either by a bilateral cooperation agreement between the registry operator AGCS and the respective foreign registry operator or when the two registry operators are members of a European cooperation exchange system (European scheme). The connection to a European cooperation exchange system permits registry account holders to carry out international ownership transfers of biomethane certificates across borders.
- 3 A list of the national registry operators with whom AGCS has entered into cooperation agreements as well as the European schemes in which AGCS is a member are published on the website www.biomethanregister.at. The transfer procedures defined are published on the websites of the respective national registry operators and on the website of the operator of the European cooperation exchange system.
- 4 To execute the ownership transfer of certificates, these must meet the criteria of the currently valid criteria catalogue. The criteria catalogue of the registry operator AGCS applies to incoming and outgoing certificates. The information provided in the criteria catalogue is not guaranteed to be complete, correct, ultimately of relevance or reflect the current status with respect to public subsidies. Registry account holders, auditors, and therefore, owners of biomethane certificates are responsible for ensuring the correctness of the information stated on the respective biomethane certificates. Specifically, international transfers are permitted only for certificates referencing energy amounts from biomethane which are not intended for national application and have not yet been cancelled for national application purposes.
- 5 The procedures for exchanging biomethane certificates ensure that an existing certificate of an account holder with AGCS is transferred to an account holder of the respective foreign registry and vice versa. On the basis of the processes defined for the exchange of data and information between registry operators, a certificate is transferred directly to a partner registry account holder at a specific point in time. At no time do the registry operators or the operators of European cooperation exchange systems own the certificates.
- 6 In the course of this transfer, the certificates are standardised to a so-called uniform international certificate format. The certificates state, among other information, the country of origin, plant, energy amount, production period and injection as well as further attributes pursuant to the applicable criteria catalogue.
- 7 After the ownership transfer of an imported certificate has been completed in the AGCS Biomethan Register Austria, the partner registry account holder may make dispositions for the certificate in the AGCS Biomethan Register Austria, with such dispositions comprising all functions which are also inherent in the biomethane certificates generated within the AGCS Biomethane Registry Austria. No differentiation is made as to the further handling of these certificates (transfer, cancellation, splitting). Whether or not these imported certificates can be used to obtain subsidies or other benefits must be assessed within the scope of the respective national legislation and subsidy regulations.
- 8 Completing the international transfer of certificates requires certificate sellers, certificate buyers and the respective foreign registry to also properly follow the defined procedures, for which liability on the part the registry operator AGCS shall be explicitly ruled out.