

## **THE CO<sub>2</sub> HUB AGREEMENT**

All participation in The CO<sub>2</sub> Hub, Inc. (also referred to as "The CO<sub>2</sub> Hub") is subject to acknowledgement and acceptance of The CO<sub>2</sub> Hub Agreement (also referred to as the "Agreement"), which collectively represents and includes The CO<sub>2</sub> Hub User Agreement (User Agreement), The CO<sub>2</sub> Hub Policies (Policies), The CO<sub>2</sub> Hub Privacy Policy (Privacy Policy), The CO<sub>2</sub> Hub Fee Structure (Fee Structure) and The CO<sub>2</sub> Hub General Provisions (General Provisions).

To finalize the registration process, Users are required to execute this document as described in the online Registration procedures.

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE 1	USER AGREEMENT ..... 2
1.1	Definitions ..... 2
1.2	Use and Provision of Services ..... 3
1.3	User Representations, Warranties and Covenants ..... 4
1.4	Provision for Termination of Participation ..... 5
1.5	Rights to Intellectual Property ..... 5
ARTICLE 2	POLICIES ..... 6
2.1	User Information..... 5
2.2	Commodity Exchange and Services Procedures..... 7
2.3	Value-added Services ..... 9
2.4	User and Network Policies ..... 10
ARTICLE 3	PRIVACY POLICY ..... 12
3.1	Privacy of User Information ..... 12
3.2	Privacy of Computer Information..... 12
3.3	Security ..... 12
3.4	User Cancellation..... 12
3.5	Enquiries ..... 12
ARTICLE 4	FEE STRUCTURE ..... 13
4.1	Fees Payable to The CO <sub>2</sub> Hub: ..... 13
ARTICLE 5	GENERAL PROVISIONS..... 14
5.1	Exculpation, Limitation of Liability and Warranty: ..... 14
5.2	Communication and Indemnity: ..... 15
5.3	Notice:..... 15
5.4	Choice of Law and Jurisdiction: ..... 15
5.5	Headings: ..... 16
5.6	Severability: ..... 16
5.7	Force Majeure: ..... 16
5.8	Publicity: ..... 16
5.9	Assignment: ..... 16
5.10	Entire Agreement:..... 16
	THE CO <sub>2</sub> HUB AGREEMENT ACCEPTANCE FORM..... 17

## **ARTICLE 1 USER AGREEMENT**

Any amendments to the User Agreement are effective 30 days after posting on our Website; refer to the end of this document for the date of the latest revision.

### **1.1 Definitions**

"Active Trading" means the timeframe from the Posting of an Event to the closing date specified by the Host.

"Auxiliary Services" mean such services as purification, compression, storage and transportation.

"Bid" means a response to a (Product or Service) Posting placed on the Market Floor.

"Bidder" means a User who responds to a (Product or Service) Posting placed on the Market Floor by a Host.

"Carbon Dioxide" and "CO<sub>2</sub>" refers to pure carbon dioxide and/or other commodities containing carbon dioxide, such as flue gas, that can be transported either to storage or market.

"Event" refers to an on-line auction on The CO<sub>2</sub> Hub Market Floor.

"Extenuating Circumstances" include, but are not limited to, the sale of a company (during the Active Trading period specified), the cancellation of the project to which the product and/or services were applicable, or a change in pertinent regulations.

"Firm Specifications" are those characteristics of a product or Auxiliary Service as stated in a Posting placed on the Market Floor by a Host which, if met by a Bidder(s), results in a Transaction; the characteristics so defined as Firm Specifications for the various auction types are: Buyer request for CO<sub>2</sub> – volume, purity, contract terms (estimated start and end dates) and delivered price; Seller offering CO<sub>2</sub> for sale – volume, contract terms and reference price; Host request for Auxiliary Services – all information entered on a request information form which is contained in The CO<sub>2</sub> Hub Website.

"Forward Auction" means an Event posted where the Host is a seller of CO<sub>2</sub>.

"Host" means a User who initiates an on-line Event as either a buyer or seller of CO<sub>2</sub> or as a buyer of purification, compression, storage or transportation services.

"Key Contact" means an individual designated by a company with whom The CO<sub>2</sub> Hub conducts formal communications and who is responsible for authorizing other individuals (traders) within their company to participate in buy/sell Transactions on its behalf and for ensuring that all traders so authorized read the Agreement.

"Market Floor" means The CO<sub>2</sub> Hub Market Floor, which implies the infrastructure allowing Users to participate in the on-line trading of CO<sub>2</sub> and Auxiliary Services.

"Posting" means the placing of a request for CO<sub>2</sub> or Auxiliary Services or the offering of CO<sub>2</sub> for sale on the Market Floor.

“Product Posting” means a Posting, initiated by a Host either requesting to purchase CO<sub>2</sub> or offering supplies of CO<sub>2</sub>.

“Proprietary Properties” include, but are not limited to, the configurations, displays, screens, software, code, algorithms, scripts, inventions, trade secrets, images, graphics, text and all other information appearing on, displayed in connection with or contained on The CO<sub>2</sub> Hub Network and not provided by the User, The CO<sub>2</sub> Hub domain name(s), The CO<sub>2</sub> Hub logo(s); The CO<sub>2</sub> Hub registered and unregistered trademarks and trade names.

"Reverse Auction" means an Event posted where the Host is a buyer of CO<sub>2</sub>.

"Service Posting" means a Posting, initiated by a Host requesting Auxiliary Services.

"The CO<sub>2</sub> Hub Network" means the infrastructure including The CO<sub>2</sub> Hub, The CO<sub>2</sub> Hub Website, The CO<sub>2</sub> Hub Market Floor, and The CO<sub>2</sub> Hub hardware and software owned or controlled by The CO<sub>2</sub> Hub Inc. that transmits the Transaction Data to and from the translation server and enables all procedures described herein.

"The CO<sub>2</sub> Hub Website" means the website located at [www.theCO2hub.com](http://www.theCO2hub.com) on the World Wide Web portion of the Internet or any successor site.

"Trading Partner" means a Host or Bidder with whom a User exchanges Transaction Data via The CO<sub>2</sub> Hub Network.

"Transaction" means the acceptance of a bid or partial bid.

"Transaction Clearing Services" means the receipt and transmission of Transaction Data through the Market Floor as provided and supported by The CO<sub>2</sub> Hub.

"Transaction Data" means data transmitted through The CO<sub>2</sub> Hub by Users using the translation server and related to Transactions involving products and services between and among Users participating on The CO<sub>2</sub> Hub.

"Translation Server" means The CO<sub>2</sub> Hub web interface, any CO<sub>2</sub> Hub software and/or any third party software enabling the exchange of Transaction Data with The CO<sub>2</sub> Hub as part of the Transaction Clearing Services and any related Value-added Services.

"User" means a company/individual that becomes registered with The CO<sub>2</sub> Hub by completing the prescribed registration process and is thereby granted the right to participate in the Market Floor for the purpose of selling or buying CO<sub>2</sub> and/or Auxiliary Services.

## **1.2 Use and Provision of Services**

- (a) Users agree not to utilize any of the services or related functions of The CO<sub>2</sub> Hub in any way as to allow a non-entitled third party to access or benefit from the services provided herein.
- (b) The Market Floor services of The CO<sub>2</sub> Hub are intended to result in the facilitation of information exchange related to business Transactions between Users. The CO<sub>2</sub> Hub does not take title to any product at any time and does not act as either a buyer or seller at any time. As such, The CO<sub>2</sub> Hub does not represent to anyone that the information provided by Users is accurate, nor does

The CO<sub>2</sub> Hub represent, warrant or covenant that the Transactions agreed to between Users will result in legally binding contracts between those parties.

- (c) Users agree that The CO<sub>2</sub> Hub is not liable for, nor has control over, the characteristics, safety or legality of the products or services posted for sale or purchase on the Market Floor by Users and further agree to hold The CO<sub>2</sub> Hub harmless against any loss relating in any manner from:
- (i) the negotiation and finalization of binding buy/sell agreements between Users;
  - (ii) the purchase and sale of CO<sub>2</sub> and the offering and acquisition of purification, compression, storage and transportation services, and any related actions, and any issues related to the compliance of the foregoing with all applicable laws, rules, regulations and legislation in any affected jurisdiction;
  - (iii) any requirements related to taxation arising from the actions and activities in (ii) above;
  - (iv) any harm or damages to persons or property or to the environment resulting from or caused by in any way from the actions in (ii) above;
  - (v) your use of The CO<sub>2</sub> Hub Website and any subsequent violation of any law or rule as a result of such use;
  - (vi) any resulting claim or dispute due to a breach by a User in the terms of the Agreement or that may arise between Users;
  - (vii) any information provided by you, any Transactions to which you are party and any misuse of information by you; and
  - (viii) your breach of the Agreement.
- (d) The CO<sub>2</sub> Hub cannot and does not confirm the identity of each member, as Internet authentication is difficult. As a result, The CO<sub>2</sub> Hub urges caution in dealing with other Users to avoid fraud, and to perform the types of verifications deemed appropriate to determine the appropriateness and credit-worthiness of potential trading partners, following their disclosure in the normal course of the auction procedures of the Market Floor.

### **1.3 User Representations, Warranties and Covenants**

Users represent, warrant and covenant to The CO<sub>2</sub> Hub and to all other Users utilizing the Market Floor and related services that;

- (a) the buy/sell Transactions agreed upon between Users on the Market Floor are for the exchange of products and services and not for speculative purposes;
- (b) all communications between Users and The CO<sub>2</sub> Hub, or between Users pertaining to The CO<sub>2</sub> Hub Market Floor services (including offers to sell, requests to buy, bids to supply and purchase product, and requests for and offers to provide Auxiliary Services) will be in compliance with all applicable laws, rules, regulations and legislation of all applicable jurisdictions and will not in any way be undertaken to establish contact with any other User for the purpose of engaging in buy/sell discussions or arrangements outside of the services provided by The CO<sub>2</sub> Hub;

- (c) any product or service which is the subject of exchange between Users, and all subsequent and related actions thereto:
  - (i) will be accurate and not fraudulent, fictitious, counterfeit or stolen;
  - (ii) will not infringe on any third party's copyright trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
  - (iii) will not violate any applicable law, statute, ordinance, or regulation;
  - (iv) will not contain any viruses, Trojan horses, backdoors, worms, time bombs, or other similar deleterious programming routines that could be harmful in any way to any aspect of information and services provided by The CO<sub>2</sub> Hub;
- (d) the shipment or provision of CO<sub>2</sub> or related auxiliary services, as transacted by Users on the Market Floor, will not be unduly deferred but will be subject to the availability of full supply chain logistics.
- (e) you are solely responsible for the accuracy of User information as provided to the registration process and such information is not fraudulent, fictitious, counterfeit, or stolen.

#### **1.4 Provision for Termination of Participation**

- (a) The CO<sub>2</sub> Hub may suspend or terminate a User's participation privileges based upon a violation or contravention of any section or provision of The CO<sub>2</sub> Hub Policies and Agreements, which may include, but not be limited to:
  - (i) engaging in fraudulent or illegal activities on or related to our Website;
  - (ii) acting in a negligent manner with respect to dealings with other Users;
  - (iii) providing The CO<sub>2</sub> Hub with false or misrepresented information in the registration process;
  - (iv) making false postings, bids or responses and actions related to effectively completing the Transaction process (whether reported by other Users or otherwise identified); or
  - (v) engaging in communications deemed to be in violation of the privileges granted to Users and against the best interests of The CO<sub>2</sub> Hub.
- (b) Notice of intent to terminate participation privileges will be issued to the User and the Key Contact within the User's organization and may be subject to further discussion between the User and/or Key Contact and The CO<sub>2</sub> Hub, at our discretion.
- (c) Termination of participation privileges shall not limit any liability that a User may have assumed as a result of actions taken while participating in The CO<sub>2</sub> Hub services.

#### **1.5 Rights to Intellectual Property**

- (a) Users acknowledge that The CO<sub>2</sub> Hub Proprietary Properties (including, but not limited to, the configurations, displays, screens, software, code, algorithms, scripts, inventions, trade secrets, images, graphics, text and all other information appearing on, displayed in connection with or

contained on The CO<sub>2</sub> Hub Network and not provided by the User, The CO<sub>2</sub> Hub domain name(s), The CO<sub>2</sub> Hub logo(s); The CO<sub>2</sub> Hub registered and unregistered trademarks and trade names) are covered by various property rights protections and copyrights. The CO<sub>2</sub> Hub reserves rights to all Proprietary Properties and intends to vigorously defend these rights.

- (b) Users agree, to the greatest extent legally possible, that they will not directly or indirectly copy or reproduce all or any part of The CO<sub>2</sub> Hub Proprietary Properties, mechanically, electronically or otherwise, without the written permission of The CO<sub>2</sub> Hub. Users may, however, make copies of The CO<sub>2</sub> Hub web pages in its internal computer systems as necessary to access and participate in The CO<sub>2</sub> Hub services and for its own internal uses, but may not make copies or otherwise distribute, publish, reproduce, or retransmit any information or otherwise commercially exploit any information, in Transactions with third parties other than on or through the websites.
- (c) Users shall not undertake, in any manner, to decompile, reverse-engineer, infringe, or misappropriate any of the Proprietary Properties of The CO<sub>2</sub> Hub, nor attempt to register any of such Proprietary Properties in the Users' name, anywhere in the world. Users also agree to respect and not violate, in any manner, the trademarks of third parties which may appear throughout the Website and any other material associated with The CO<sub>2</sub> Hub.
- (d) Users authorize The CO<sub>2</sub> Hub to use information provided by the Users in the course of participation in the services offered by The CO<sub>2</sub> Hub Website in Transaction materials published by The CO<sub>2</sub> Hub. Only aggregated information will be disseminated and at no time will The CO<sub>2</sub> Hub publish information specific to a particular User, unless permitted under our Privacy Policy.
- (e) Subject to other related provisions within the User Agreement, Users agree not to publish, disclose, or otherwise disseminate any information pertaining to Transactions between Users, other than that required by the laws, rules, regulations and legislation of the subject jurisdiction.
- (f) All Users understand and acknowledge that The CO<sub>2</sub> Hub may gather performance-related information on User Transactions from the time of acceptance of a Transaction to the time of entering into formal contracts with other auction-specific participants; such information may be provided to other Users at the sole discretion of The CO<sub>2</sub> Hub, but will not identify specific information related to any particular Transaction.

## **ARTICLE 2 POLICIES**

### **2.1 User Information**

#### (a) Overview

When using the Market Floor to offer or secure supplies of CO<sub>2</sub> or related Auxiliary Services, all Users will be governed by the following rules of conduct:

- (i) Users shall make all Postings in good faith, subject to the requisite product specifications and service logistics and to the terms of this Agreement.
- (ii) It is the responsibility of the Users to comply with all applicable laws and regulations relating to their participation and use of The CO<sub>2</sub> Hub Website services.
- (iii) All Users shall follow professional language and protocol.

## (b) User Registration, Rights and Obligations

- (i) Users become qualified to participate in the services of The CO<sub>2</sub> Hub by following the registration procedures within The CO<sub>2</sub> Hub Website and being accepted by The CO<sub>2</sub> Hub, with the decision of acceptance to be completed within 5 business days.
- (ii) Users must designate a 'Key Contact' with whom all official correspondence is conducted.
- (iii) Users are obligated to provide accurate corporate and personal information; The CO<sub>2</sub> Hub is not liable for the accuracy of this information.
- (iv) As part of the registration process, Users will provide The CO<sub>2</sub> Hub with a unique ID and password that are required in order to enter and participate in active online trading.
- (v) All User information provided through the registration process or gathered as a result of a User's use of the services of The CO<sub>2</sub> Hub and the Market Floor is referred to as 'User Information' in these Policies, the Privacy Policy, and the User Agreement.
- (vi) The CO<sub>2</sub> Hub may grant Users the right to designate (anonymously) certain companies with which they may not wish to enter into Transactions; however, The CO<sub>2</sub> Hub will be under no obligation to notify any member who has been so designated.

**2.2 Commodity Exchange and Services Procedures**

## (a) Buy/Sell Transactions

- (i) A company will cause the Key Contact it designates to be responsible for authorizing other individuals (traders) within their company to participate in buy/sell Transactions on its behalf and for ensuring that all traders so authorized read the Agreement. Key Contacts and all individuals they authorize are subsequently included as Users within the Agreement.
- (ii) Each time a User logs into The CO<sub>2</sub> Hub it acknowledges and agrees to the terms of the Agreement.
- (iii) The CO<sub>2</sub> Hub may consider withdrawing a Host's Posting during the Active Trading period only if Extenuating Circumstances have occurred in the market environment.
- (iv) Host and Bidder identification remains anonymous during Active Trading. Upon acceptance of a Transaction by a Host, The CO<sub>2</sub> Hub will disclose the pertinent contact information among all parties of the successful Transaction.
- (v) The acceptance of a bid by a Host is intended to create a legal obligation of the parties in respect of such Transactions, to the extent provided by applicable law. It is specifically intended that all Transaction parties will undertake good faith efforts to enter formal contractual arrangements. The CO<sub>2</sub> Hub assumes no liability if parties fail to reach agreement with respect to a formal contract, including the responsibility of the buyer and seller to meet their obligations with respect to the fees payable to The CO<sub>2</sub> Hub.

## (b) User Covenants

Users shall not engage in any form of price manipulation within the auction process, either directly or indirectly, including by shill bidding.

(c) Host Covenants

A Host covenants that:

- (i) It will not solicit or accept any off-line bids for the products or services that are the subject of the auction from any Bidder for the purpose of avoiding the fees payable to The CO<sub>2</sub> Hub.
- (ii) It will not place more than one Posting for the same product or service on the Market Floor at any given time.
- (iii) For a Forward Auction: i) it is extending an irrevocable offer to sell the posted product to a Bidder(s) whose requirements meet the Firm Specifications of the Host's product, and ii) it is obligated to accept the Transaction if it receives one or more bids which meet its Firm Specifications, or are otherwise deemed to be acceptable, unless the CO<sub>2</sub> Hub is contacted by a Key Contact advising of Extenuating Circumstances which may be taken into consideration and could include, but not be limited to: the sale of their company (during the Active Trading period specified), the cancellation of the project to which the product and/or services were applicable, or a change in pertinent regulations.
- (iv) For a Reverse Auction: i) it is extending an irrevocable offer to buy the posted product or Auxiliary Services from a Bidder(s) whose product or service meets the Firm Specifications that the Host has specified, and ii) it is obligated to accept the Transaction if it receives one or more bids which meet its Firm Specifications, or are otherwise deemed to be acceptable, unless there are similar Extenuating Circumstances as described in Section (c)(iii) hereof.
- (v) Upon acceptance of a Transaction facilitated on the Market Floor, it will meet the obligations of fees payable to The CO<sub>2</sub> Hub, as outlined in the Fee Structure, irrespective of whether legally binding buy/sell arrangements between the Transaction parties are concluded or not.

(d) Bidder Covenants

A Bidder covenants that:

- i) For a Forward Auction, it is extending an irrevocable offer to purchase the posted product as described by the Host and by so doing is obligated to complete the Transaction if accepted by the Host, unless there are Extenuating Circumstances as described in Section (c)(iii) hereof.
- ii) For a Reverse Auction, it is extending an irrevocable offer to sell the posted product or Auxiliary Service as described by the Host and by so doing is obligated to complete the Transaction if accepted by the Host, unless there are Extenuating Circumstances as described in Section (c)(iii) hereof.
- iii) Upon acceptance of a Transaction facilitated on the Market Floor by the pertinent Host, it will meet the obligations of fees payable to The CO<sub>2</sub> Hub, as outlined in the Fee

Structure, irrespective of whether legally binding buy/sell arrangements between the Transaction parties are concluded or not.

(e) Confidentiality

- (i) User obligations: The User agrees that any information made accessible to them through their use of The CO<sub>2</sub> Hub is intended for their sole use and that, without the prior written permission of The CO<sub>2</sub> Hub, such information may not be redistributed or published in any form outside the User's organization. The User further agrees that any persons within the User's organization who receives such information shall be informed of this confidentiality restriction.
- (ii) The CO<sub>2</sub> Hub obligations: The CO<sub>2</sub> Hub agrees that if the User transmits Transaction information on The CO<sub>2</sub> Hub, other than as necessary to conduct the auction process, The CO<sub>2</sub> Hub shall not disclose to any other User on The CO<sub>2</sub> Hub the fact that such Transaction information was transmitted by or relates to the User; provided, however, that if the User participates in and successfully matches terms with another User through the auction process, then The CO<sub>2</sub> Hub may disclose in a faxed, emailed, and or on-screen confirmation to such other User the identity of the User and other relevant information relating thereto without seeking the consent of the User. The CO<sub>2</sub> Hub shall have the right to use and disclose Transaction information transmitted by the User through the auction process for any purpose so long as, at the time of such disclosure, such Transaction information is combined with other Transaction information in such a manner that the User is not identified as the party that transmitted any specific Transaction information. The CO<sub>2</sub> Hub shall undertake all reasonable steps to ensure that the secrecy and confidentiality of such information will be maintained in accordance with the provisions of this Section. During the term of this agreement neither The CO<sub>2</sub> Hub nor any of its officers, directors, owners, employees, agents or affiliates shall directly or indirectly engage in buying or selling products or services in competition with the User.

**2.3 Value-added Services**

(a) Monitoring Reports

- (i) Buyers and Sellers of CO<sub>2</sub> will receive the additional benefit of company specific volume monitoring through participation in The CO<sub>2</sub> Hub Market Floor.
- (ii) Members may download a report indicating product volumes bought and sold through the Market Floor which may serve to support subsequent applications for emissions credits as and when such protocols are established.

(b) Analysts' Hub

This dynamic feature of The CO<sub>2</sub> Hub Website offers facts, figures and links to articles and other websites to provide any interested analyst in industry, government or the general public, with information relating to CO<sub>2</sub>, its utilization in enhanced petroleum recovery and related energy and environmental issues (The CO<sub>2</sub> Hub is not liable in any way for a User's access to any of the links provided within the Analysts' Hub; Users access such links at their sole discretion).

## 2.4 User and Network Policies

### (a) Scope

Unless otherwise specified, these policies shall apply to all services of The CO<sub>2</sub> Hub accessed and utilized by the Users.

### (b) Use of The CO<sub>2</sub> Hub Network

- (i) **Reliance on information:** It is understood that all actions taken by Users or on a User's behalf using the applicable user ID and password are attributable to the User. Further, Users agree that The CO<sub>2</sub> Hub and other Users rely upon actions that are purportedly taken by a User if any person, through a User's negligence or not, gains access to the identification number and password of a User or gains access to the User's computer system or transmitting facilities that allow the misuse of a User's ID or password.
- (ii) **Security:** Users will be permitted access to the Market Floor (and, where required, Value-added Services) only through their ID and password. The CO<sub>2</sub> Hub and its employees will take all reasonable steps to maintain the confidentiality of such User information. Users are responsible for controlling access to their User ID and password and shall not disclose such information to any third parties or use such information for any unauthorized purpose. From time to time The CO<sub>2</sub> Hub may recommend additional procedures for the purpose of protecting the security of User information, Transaction Data, and The CO<sub>2</sub> Hub Network. Users shall exercise their best efforts to adhere to such additional recommended procedures and The CO<sub>2</sub> Hub shall not be responsible for security failures as a result of the User's non-adherence.
- (iii) **Accuracy:** Users are responsible for the accuracy of the data that they submit to The CO<sub>2</sub> Hub. The CO<sub>2</sub> Hub will be responsible for maintaining the integrity of the data received by The CO<sub>2</sub> Hub Network via the Translation Server but, under no circumstances, will The CO<sub>2</sub> Hub be responsible for the completeness or accuracy of the information provided by the User.
- (iv) **Costs and Expenses:** Users are responsible for all costs and expenses incurred relating to the buying and selling of products and services on the Market Floor, as well as all pertinent fees owing to The CO<sub>2</sub> Hub as a result of such participation and Transactions.
- (v) **Disclaimer:** Users acknowledge that The CO<sub>2</sub> Hub has no responsibility for, and therefore assume responsibility for: (i) ensuring that the products or services and the purchase, sale, performance and transportation thereof fully comply with all applicable laws, rules and regulations; (ii) all taxes in any way attributable to the products or services referred to in (i); (iii) ensuring that the products, services and provision of same as described in (i) do not cause harm or damage to any person, property or the environment; and (iv) financing the purchased products or services and the delivery thereof.
- (vi) **Upgrades:** From time to time The CO<sub>2</sub> Hub may incorporate new features to The CO<sub>2</sub> Hub Network and will implement such upgrades in a manner that will avoid or minimize any disruption to the normal functionality of The CO<sub>2</sub> Hub Network. It is the User's responsibility to implement any required changes to their system to ensure continued compatibility with, and use of The CO<sub>2</sub> Hub Network.

(c) The CO<sub>2</sub> Hub Network Service Commitments

- (i) Data transmission: The CO<sub>2</sub> Hub will use commercially reasonable efforts to transmit the Transaction Data in an accurate and timely manner. Should The CO<sub>2</sub> Hub Network be unable to successfully submit the Transaction Data to the designated User within a reasonable period of time, The CO<sub>2</sub> Hub will notify the User and undertake to determine and, where possible, resolve the cause of such failed transmission.
- (ii) Availability: The CO<sub>2</sub> Hub Network shall use commercially reasonable efforts to ensure that the connectivity services are continuously available to Users with minimal downtime, other than posted scheduled maintenance periods. The CO<sub>2</sub> Hub Network assumes no responsibility for outages beyond The CO<sub>2</sub> Hub's reasonable control, including but not limited to: (i) outages that result from problems with a User's Transaction Data, web browser, or other related systems; (ii) problems caused by third party networks that prevent Users from accessing The CO<sub>2</sub> Hub Network via the Internet; (iii) acts against individual Users or The CO<sub>2</sub> Hub, natural disasters, strikes or labor disputes, acts of civil disobedience, and other force majeure events; and (iv) User's lack of response to incidents that require User's participation for resolution.
- (iii) Support desk: The CO<sub>2</sub> Hub Network will provide the services of a support desk, in English, accessible by telephone and the Internet, from 8 am to 5 pm, Mountain Standard/Daylight Saving Time, Monday to Friday, statutory holidays excluded.

(d) Termination/Suspension

- (i) Survival: termination of User privileges as described in Section 1.4 shall not limit any liability that such User may otherwise have to either The CO<sub>2</sub> Hub or other Hub Network Users; and the representations, warranties and covenants contained in The CO<sub>2</sub> Hub Agreement shall survive any termination or suspension of User privileges as described herein.

(e) Data Ownership and Use

- (i) Ownership by the User: all Transaction Data and User Information transmitted through The CO<sub>2</sub> Hub Network by a User are owned by that User.
- (ii) Ownership by The CO<sub>2</sub> Hub Network: Users acknowledge and agree that, other than the Transaction Data, User Information and terms of any User Agreements, all information related to or derived from the function and use of The CO<sub>2</sub> Hub Network is owned exclusively by The CO<sub>2</sub> Hub, as part of The CO<sub>2</sub> Hub Proprietary Properties and is subject to the limitations set forth in the preceding paragraphs and elsewhere in the Agreement.
- (iii) Use by The CO<sub>2</sub> Hub: Subject to the confidentiality obligations of The CO<sub>2</sub> Hub and the foregoing provisions of this Section, The CO<sub>2</sub> Hub will: i) have the right to use, sell or distribute aggregated statistical information related to and derived from the Users' use of The CO<sub>2</sub> Hub Network, provided however, that such information shall not disclose the name or identity of any User or any party to a Transaction to which the User is a party, nor shall it contain any information or data from which a User name or identity could be reasonably determined, or to which a User could be reasonably attributed; ii) own all

rights to the aggregated form of such information; and iii) have the right to grant licenses to anyone to view, access, and otherwise use such aggregated statistical information.

### **ARTICLE 3 PRIVACY POLICY**

#### **3.1 Privacy of User Information**

All personal information received from Users will be held in strict confidence by The CO<sub>2</sub> Hub. The CO<sub>2</sub> Hub warrants not to sell, trade, disclose, or share with any third party any information specifically identified to Users, without prior written agreement from the User, subject to the following exceptions:

- (a) any information necessary to complete product trades or securement of Auxiliary Services on The CO<sub>2</sub> Hub Network;
- (b) information that is legally required to be revealed by The CO<sub>2</sub> Hub as determined by an administrative order, court order, subpoena or government regulation;
- (c) any information revealed as a result of the enforcement of the 'Policies and Agreements';
- (d) any publicly available information relating to a User; and
- (e) any information that The CO<sub>2</sub> Hub determines, in good faith, must be disclosed to rectify any misleading or inappropriate information or actions taken by a User on The CO<sub>2</sub> Hub which are determined to be either manipulative or deceptive.

#### **3.2 Privacy of Computer Information**

The CO<sub>2</sub> Hub server automatically captures the IP address and where available the host name of the User's originating server at the time of User registration. While the IP address identifies the User's computer, it does not reveal any personal information about the User.

#### **3.3 Security**

Security measures are in place on The CO<sub>2</sub> Hub Network to protect against the loss, misuse and alteration of User information under our control (for example, firewall protection, password encryption, and restricted server access). As these measures may not always ensure full security, Users are urged to use due care when using The CO<sub>2</sub> Hub Network.

#### **3.4 User Cancellation**

Any User may choose to de-register from The CO<sub>2</sub> Hub Network at any time by contacting The CO<sub>2</sub> Hub via email at [cancel\\_registration@theco2hub.com](mailto:cancel_registration@theco2hub.com). Cancellation of a User's registration does not dissolve them of any obligations to The CO<sub>2</sub> Hub incurred or realized through prior use of The CO<sub>2</sub> Hub Network.

#### **3.5 Enquiries**

For questions concerning this privacy policy or any issues related to the operation of The CO<sub>2</sub> Hub and the use of The CO<sub>2</sub> Hub Network, contact:

Customer Service  
 The CO<sub>2</sub> Hub Inc.  
 Box 171, 1919B – 4<sup>th</sup> Street S.W.  
 Calgary, Alberta  
 T2S 1W4

E: customer\_service@theco2hub.com

## **ARTICLE 4 FEE STRUCTURE**

For the purposes of this Fee Structure, 1 Tonne of CO<sub>2</sub> = 19,253 standard cubic feet (scf), based upon 1 kilogram of CO<sub>2</sub> containing 19.253 cubic feet (Industrial Gas Data Book), however, as the CO<sub>2</sub> streams dealt with on The Hub will vary in purity, fees owed to The Hub will be calculated based on 1 Tonne of product dealt with = 19,000 scf.

### **4.1 Fees Payable to The CO<sub>2</sub> Hub:**

#### **(a) Product**

One cent (\$0.01 CAD) per thousand cubic feet (mcf) of CO<sub>2</sub>, payable by each of the buyer and seller (for an aggregate fee payable to The CO<sub>2</sub> Hub of two cents (\$0.02) CAD per mcf) of CO<sub>2</sub> upon completion of a Transaction; calculated by multiplying the daily volume times the length of the contract term times the aggregate fee of two cents (\$0.02) CAD per mcf.

Where an accepted Transaction involves more than one seller, or more than one buyer, each will be responsible for fees payable to The CO<sub>2</sub> Hub in an amount proportionate to their portion of the total volume of CO<sub>2</sub> transacted, so that at all times The CO<sub>2</sub> Hub will receive its aggregate fee of two cents (\$0.02) CAD per mcf.

[Example: a successful Transaction between parties for 5000 mcf per day (5 million cubic feet, or approximately 263 tonnes) of CO<sub>2</sub> for an eighteen-month contract term would result in fees payable to The CO<sub>2</sub> Hub of \$50.00 CAD per day, for a total of \$27,375.00 CAD, payable by each of the buyer and seller]

Note: the fees outlined herein do not include GST, which is applicable on all Transactions involving Canadian buyers and sellers only.

#### **(b) Auxiliary Services**

One percent (1%) of the value of Auxiliary Services transacted between a buyer and service provider, where such services are specifically requested through a Service Posting on the Market Floor; payable by the Host of such a Posting. No Auxiliary Services fees are payable to The CO<sub>2</sub> Hub when such services are facilitated through the course of a Product Posting on the Market Floor.

[Example: a successful Transaction between a Host and Bidder for purification services in the amount of \$250,000.00 CAD would result in fees payable to The CO<sub>2</sub> Hub by the Host in the amount of \$2500.00 CAD]

## (c) Payment terms - Canada

## (i) Fees payable resulting from Transactions involving product:

- (A) for volumes covering a contract term of up to and including one year, the full amount is payable upon receipt of invoice from The CO<sub>2</sub> Hub;
- (B) for volumes covering contract terms of greater than one year, a proportionate amount covering the first year is payable upon receipt of invoice from The CO<sub>2</sub> Hub at the time of acceptance of a Transaction by the Host; the balance of the fees become payable commencing with the first physical movement of product, invoiced monthly (based upon volumes moved during the prior month) and continuing until the total fees payable by each of the buyer and seller have been paid.

[Example: a successful Transaction between parties for 5000 mcf per day (5 million cubic feet, or approximately 263 tonnes) of CO<sub>2</sub> for an eighteen-month contract term ('greater than one year') would result in fees payable to The CO<sub>2</sub> Hub by each of the buyer and seller in the amount covering the first year of the contract, \$18,250.00 CAD; the balance of the fees payable, \$9,125.00 CAD, would become payable by each of the buyer and seller upon product movement from seller to buyer as described in (c)(i)(B)]

## (ii) Fees payable resulting from successful Transactions involving Requests for Auxiliary Services:

- (A) for services covering a contract term of up to and including one year, the full amount is payable upon receipt of invoice from The CO<sub>2</sub> Hub;
- (B) for services covering contract terms of greater than one year, a proportionate amount covering the first year is payable upon receipt of invoice from The CO<sub>2</sub> Hub at the time of acceptance of a Transaction by the Host; the balance of the fees become payable commencing with the first physical provision of services, invoiced monthly (based upon the value of the services provided during the prior month) and continuing until the total fees payable have been paid.

## (d) Payment Terms – Other Countries

All fees payable to The CO<sub>2</sub> Hub as a result of services provided to Users in countries outside of Canada will be calculated in the same manner as described in (a) and (b) of this Part. All invoice amounts will be calculated based upon the respective currency exchange rate vis-à-vis the Canadian dollar as at the date of acceptance of the Transaction by the Host.

## ARTICLE 5 GENERAL PROVISIONS

### 5.1 Exculpation, Limitation of Liability and Warranty:

Users agree that use of such services is at the User's own risk. The CO<sub>2</sub> Hub shall not be liable for any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of records, in any way, relating to or arising out

of the service or the attempted use thereof or any Transactions between Users, whether for breach of contract, tortious behaviour, negligence (whether of The CO<sub>2</sub> Hub or otherwise), or under any other cause of action. Neither The CO<sub>2</sub> Hub nor any of its agents, affiliates, or content providers shall be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages arising out of use of the service or actual Transactions or intended Transactions arising out of the User of the service or inability to gain access to or use the service or out of any breach of any obligation or responsibility that any of them may have even if The CO<sub>2</sub> Hub or such other parties have been advised of the possibility of such damages.

Without in any way limiting any other provision contained herein, Users agree that in no event shall The CO<sub>2</sub> Hub or its officers, directors, owners, independent contractors, employees, agents, or affiliates be liable, and each User exculpates and releases such persons from any liability, directly or indirectly, to Users for any loss, damage, liability or expense that a User may suffer (or any other person claiming by or through a User) by reason of, or related to, the use of the Website or links to other websites or other services, by reason of any Transaction with Users (including without limitation, any User buy and/or sell arrangements), the products and services covered herein, and any information appearing on or through the Market Floor, regardless of whether such loss, damage, liability, or expense results directly or indirectly from The CO<sub>2</sub> Hub negligence.

Notwithstanding the foregoing or any other limitations on liability set forth in this agreement, if a User becomes entitled to any recovery, each User agrees that its maximum recovery shall be limited to: the amount of any fees or payments paid to The CO<sub>2</sub> Hub by reason of such User's use of the services provided, with respect to any given Transaction(s) or use(s) (or attempted use[s]) of the services, to the extent that the event, action, or omission giving rise to liability can be fairly attributed to such Transaction(s) or use(s) (or attempted use[s]), or, \$1,000, whichever is less.

## **5.2 Communication and Indemnity:**

Whereby The CO<sub>2</sub> Hub provides the opportunity for anonymous email communication between Users through The CO<sub>2</sub> Hub, The CO<sub>2</sub> Hub shall be indemnified and held harmless by each User for any direct, indirect, incidental, special, exemplary, punitive or consequential damages arising out of use of communication information including, but not limited to, email communication or contact information with regard to buying and/or selling products and/or services, or out of any breach of any warranty of any kind.

## **5.3 Notice:**

The CO<sub>2</sub> Hub may give notice to Users by means of a general notice as part of the services, or by electronic mail to the Users email addresses on record at The CO<sub>2</sub> Hub, or by written communication sent by first class mail to a User's address on record at The CO<sub>2</sub> Hub. Users may give notice to The CO<sub>2</sub> Hub at any time and such notice shall be deemed given when received by us.

## **5.4 Choice of Law and Jurisdiction:**

This Agreement shall be construed and governed by the laws of the Province of Alberta, Canada, without application of its choice of law principles.

Notwithstanding the above, The CO<sub>2</sub> Hub may seek and obtain equitable relief against any User for the violation of the Agreement and either party may apply to any court of competent jurisdiction, wherever situated, for enforcement of any judgment and entry of whatever orders are necessary for such enforcement.

**5.5 Headings:**

The headings of the articles, section, and exhibits inserted herein are provided for convenience only and do not constitute a part of the Agreement and shall not affect in any way the meaning or interpretation of these policies.

**5.6 Severability:**

If any term, provision, covenant, or restriction of the Agreement is determined to be invalid, void, unenforceable or against public policy by a court of competent jurisdiction or other authority, the remainder of The Agreement shall remain in full force.

**5.7 Force Majeure:**

Any delay in or failure of performance by either party under any privilege or obligation of a User's participation in any service provided by The CO<sub>2</sub> Hub will not be considered a breach of such action and will be excused to the extent caused by any occurrence beyond the reasonable control of such party, including, but not limited to, acts of God, earthquakes, labour disputes, war, riots, epidemics, failure of telecommunications services, or changes in laws, rules, regulations, or policies of any province, state or country, including, without limitation, privacy laws and regulations. In the event that any delay caused by a force majeure event exceeds ten days, the non-delaying party shall have the right to terminate any obligation upon written notice to the delayed party.

**5.8 Publicity:**

Users grant to The CO<sub>2</sub> Hub the right to use a User's name in press releases, presentations, promotional and advertising activities and materials, and on The CO<sub>2</sub> Hub Website solely for the purpose of indicating that the User is a registered User of The CO<sub>2</sub> Hub.

**5.9 Assignment:**

A User shall not be authorized to assign or transfer any of its rights under any of the terms of the Agreement or allow any person to obtain the benefits of such rights (including, without limitation, allowing any third party to access services provided by The CO<sub>2</sub> Hub, whether through a change in control of the User or otherwise) without the prior written consent of The CO<sub>2</sub> Hub, except that a User may assign all of such rights to a wholly-owned subsidiary or other entity in which a User maintains a controlling ownership interest, provided that: i) such assignee is not a competitor of The CO<sub>2</sub> Hub, as determined by The CO<sub>2</sub> Hub in its reasonable discretion; ii) such assignee registers to become a User of The CO<sub>2</sub> Hub and is subsequently approved as a User; and iii) the User remains liable for the performance of any of the assignee's obligations incurred as a result of the assignee using any of the services of The CO<sub>2</sub> Hub.

**5.10 Entire Agreement:**

The Agreement, including any schedules or exhibits hereto and all incorporated provisions, constitutes the entire agreement between the parties; in the event of any conflict between The Agreement and any service agreements, current or future, the terms of such service agreements shall prevail.

## The CO<sub>2</sub> Hub Agreement Acceptance Form

In witness whereof the parties hereto have executed this Agreement as of the date below written.

Company.....

On behalf of The CO<sub>2</sub> Hub:

Name (print).....

Name (print).....

Name (signature).....

Name (signature).....

Position.....

Position.....

Dated.....

Dated.....

This Agreement is effective as of July 01, 2003.