



www.ecmarket.eu

STATUTE

last update date: 25/09/2024.

GENERAL INFORMATION.

1. The owner of the ECM portal available at www.ecmarket.eu and all of its components is Energy Coin Market spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk (80-890), ul. Heweliusza 11/819, registered in the Register of Entrepreneurs of the National Court Register under the KRS number: 0000976250, whose files are kept at the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, NIP: 5842819039, REGON: 522251838.
2. Energy Coin Market is an internet platform representing a distributed energy system, available via the www channel at www.ecmarket.eu, through which the user can gain access to digital products, energy assets and build their unique energy portfolio based on which they obtain the values of the energy produced, and use it on the basis of a prosumer and virtual prosumer. The platform also allows for the determination of sustainable development and ESG reporting
3. In all cases where the Regulations refer to a specific time, the relevant time is Central European Time (CEST).
4. In all cases indicated in the Regulations as requiring contact with ECM (information, notification, other), the appropriate contact email is: office@ecmarket.eu
5. Access to content published on the Portal and use of its functionalities described in the Regulations does not require the User to pay a subscription or similar fees. The condition for obtaining access or using the Portal or Application is the use of a Device with access to the Internet and having an e-mail account operating on any server (other than a temporary or anonymous one).



DEFINITIONS

1) The terms used in the Regulations and written in capital letters have the meaning indicated below:

I) **IP Address** - Internet protocol address, the identification number of the Device, in particular the Computer, on the Internet or local network;

II) **Applications** - means collectively the Desktop Application, the Mobile Application and the Web Application;

III) **Desktop Application** – a computer program downloaded by the User to the Computer, among others, for the purpose of managing the energy portfolio, participation in ECM/STORE, the TRON energy exchange platform, SES, ECM/KANTOR

IV) **Web Application** - internet platform available at www.ecmarket.eu, available to the User after logging in;

V) **Brun** – burning smart contract – destruction;

VI) **ECM Ecosystem – Energy Coin Market** Limited Company with its registered office in Gdańsk (80-890), ul. Heweliusza 11/819, registered in the Register of Entrepreneurs of the National Court Register under the KRS number: 0000976250, whose files are kept at the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, NIP: 5842819039, REGON: 522251838;

VII) **Working Days** – days from Monday to Friday, excluding public holidays in accordance with applicable law;

VIII) **Energy Coin Market** – an online platform available via the www channel at www.ecmarket.eu, through which the user can access digital products

IX) **Smart contract** – an intelligent digital agreement defining the rights and obligations of its holder

X) **ECM** - a utility, system smart contract, constituting confirmation of the conclusion of an agreement, with a package of functions and privileges, operating in accordance with the regulations and principles of the Energy Coin Market portal, in accordance with applicable legal provisions, having the right to AirDrop SDT cluster smart contracts, directly linked to the SDT1 Lab One smart contract with a nominal power of 0.000108kW

XI) **SDT** (SDT1, SDT2, SDT3 etc....) is a series of utility smart contracts confirming the conclusion of a purchase agreement for a given smart contract of the

cluster unit's power, described by the parameter of the power it represents expressed in kW. For each ECM energy cluster, a separate series of smart contracts will be issued in the SDT1, SDT2, SDT3... series.

XII) The main principle of the ECM regulations is the prohibition of transferring funds from different SDT cluster systems (project financing by project)

XIII) The number of ECM ecosystem smart contracts is finite, defined and according to the regulations it cannot be changed (principles of functioning of the portal). It is 2,000,000 ECM

XIV) Each ECM smart contract holder is entitled to participate in the pre-sale of SDT series units

XV) The owner of the ECM utility smart contract is entitled to receive an AirDrop each time expanding the ECM ecosystem obtained from the operation of SDT series programs expressing distributed energy projects (energy clusters)

XVI) **Wallet User** – energy wallet, a personalized part of the Portal, identified by the User's login and provided with a password individually set by the User;

XVII) **EC** – smart contract representing the energy produced in ECM ecosystem installations based on a fixed parameter 1EC = 1kWh containing a nominal value in the classic currency used for digital intra-system user settlements.

XVIII) **Minimum Payout Threshold** – in the case of EC – 0.00000001 pcs.

XIX) **Transaction Fee** - the average fee for sending a transaction in the blockchain network within which the ECM operates;

XX) **Portal Partners** – entities in cooperation with which ECM organizes programs, projects, etc.;

XXI) **Data Security Policy** - document available at: www.ecmarket.eu/privacy

XXII) **Portal** - Energy Coin Market portal located at www.ecmarket.eu

XXIII) **External Wallet** - a wallet operating outside the ECM platform belonging to, to which the User can send ECM or SDT smart contracts via the Web Application or Mobile Application. The External Wallet address is entered in the appropriate window of the Web Application directly by the User;

XXIV) **TRON Platform** – a platform for exchanging energy expressed in the form of a smart EC contract in peer-to-peer technology between Platform Partners. The principles of the platform's operation can be found in the TRON platform regulations;

XXV) **Regulations** – these Regulations of the Energy Coin Market Portal;

- XXVI) **Provided Software** - software that enables portfolio management without the need to download or use the Desktop Application;
- XXVII) **Device** - Computer, Mobile Device or similar electronic devices with Internet access;
- XXVIII) **Mobile Device** - smartphone, tablet or other similar devices with Internet access;
- XXIX) **USD** - US dollar;
- XXX) **kWh** – kilowatt hour;
- XXXI) **kW** – generating capacity
- XXXII) **User** – a natural/legal person with full legal capacity, having an Account. A natural person who does not have full legal capacity, in particular a minor, may be a User only with the prior consent of an authorized legal representative;
- XXXIII) **VPN** - virtual private network, a separate connection through which a connection is made in a private network via the Internet;
- XXXIV) **2FA** - two-factor authentication.
- XXXV) **Energy Cluster** – an ECM ecosystem unit from the SDT series that produces and consumes energy on a prosumer basis based on renewable energy sources, hydrogen technology and e-Vision
- XXXVI) **Air Drop ECM** – a mechanism for free transfer (dropping) of smart contacts SDT series
- XXXVII) **Nominal value of EC** - value expressed in USD resulting from the obtained energy values, depending on the region where the energy carrier is produced (electricity, heat, green hydrogen) calculated on the basis of the indicator



REGISTRATION

1. User registration on the Portal is done by creating a User Account. Account creation is possible on the website www.ecmarket.eu using the registration form, which requires providing, among others, username, e-mail address and password, as well as e-mail verification.
2. For security reasons, it is recommended to use so-called strong passwords (consisting of at least 8 characters, including lowercase and uppercase letters, numbers, special characters), to update them periodically and to avoid using the same passwords to log in to different websites or portals on the Internet.
3. After completing the registration, an activation link to the User Account is sent to the User's email address. In order to gain access to all the functionalities of the Application, the User is required to activate the User Account by clicking on the activation link and loading it correctly.
4. The User undertakes to take reasonable security measures adequate to existing threats, in particular by securing the User Account against its unauthorized use, including by properly securing Devices that have access to the User Account.
5. The User undertakes to immediately inform ECMarket of any cases of unauthorized use of the User Account or suspicions of such use.
6. Having an active User Account allows the User to download the Desktop Application.
7. The rules for deleting a User Account are indicated in § 12 below.
8. In order to gain full access, the user must complete AML/KYC verification available in the energy wallet.

WEB ACCESS VIA THE CHANNEL WWW.ECMARKET.EU

1. The Web Application does not require installation and is available in a web browser at: www.ecmarket.eu The User logs in to the Web Application by providing their e-mail address or User Account login and the assigned password.
2. The Web Application for the User serves mainly an informational function and enables the User to read information, in particular regarding the User's balances, history or parameters of smart contracts and their transfer. The Web Application enables the transfer or purchase of ECM and SDT smart contracts to External Wallets, in accordance with the provisions of the Regulations.



PRINCIPLES OF FUNCTIONING OF THE ECM ECOSYSTEM

1. The number of smart contracts in the ECM ecosystem is fixed and unchangeable; it is equal to 2,000,000 ECM units.
2. The smart contract in the initial sale is linked to the SDT1 smart contract representing 0.000108 kW
3. ECM smart contract technology is compliant and encoded in the BEP-20 standard.
4. The SDT smart contract is a utility smart contract responsible for the kW power of the energy cluster it represents and is encoded as standard in BEP-20.
5. The number of SDT smart contracts is closely related to the value of the cluster power it represents and its production value, each time described in the SDT cluster regulations.
6. The EC smart contract is a utility token derived from the SDT smart contract and constitutes an intra-system settlement value.
7. The number of EC issued is closely related to the amount of energy generated in the SDT cluster (expressed in kWh).

$$\Sigma \text{ amount of energy generated in kWh} = \Sigma \text{ amount of EC emission in SDT}_x \text{ system}$$

8. The EC emission is equivalent to the energy series generated in the SDT cluster with a constant parity of $1\text{EC} = 1\text{kWh}$
9. The ECM smart contract is a smart contract of the ECM ecosystem constituting a confirmation of the conclusion of an agreement, with a package of functions and privileges specified in the regulations in accordance with the rules of the Energy Coin Market portal.
10. The SDT smart contract is a constitutes a confirmation of the conclusion of a contract, demonstrating a package of functions in the energy cluster belonging to it. It is a reusable coupon with the right to a free AirDrop EC token representing the generated energy.
11. Smart contract SDT seria represent, among others, the generating capacity of the SDT seria energy cluster. The amount of power per smart contract SDT seria is determined in accordance with the indicator.

$$\text{SDT}_x / \text{kW} = \frac{\text{SDTx cluster generating power in kW}}{\text{Amount of SDTx smart contract issued}}$$

12. SDT smart contracts have a BURN function.
13. The burning date of a smart contract from the SDT series will be strictly defined in the energy cluster regulations and will depend on the lifetime of the generating installation of a given unit.
14. The main principle of the ECM ecosystem is the prohibition of transferring funds or carrying out subsequent emissions of the same value of energy production (prohibition of financing a project by a project).
15. Each issuance of SDT series smart contracts will be carried out at the request of the entity owning the cluster installation (project) on its own behalf and on its account through the ECM ecosystem and rules and will be a component of the ECM energy portfolio.
16. The holder of the ECM smart contract is entitled to participate in the SDT series pre-sale and will be notified about it via the client wallet.
17. The holder of an ECM smart contract is entitled to each time receive an AirDrop expanding the ECM ecosystem from SDT series clusters expressing distributed energy projects.
18. ECM smart contract without BURN function.
19. ECM ecosystem users will be entitled to use the energy expressed in the EC at its nominal value as follows:



ECM/STORE – exchange of EC energy for goods and services offered on the ECM ecosystem platform



TRON Energy Exchange Platform – exchange of energy expressed in EC for energy in other locations or carriers

ECM/EXCHANGE

ECM/EXCHANGE – exchange of energy (EC) for the classic currency by burning the EC token

SES

SES – a synergy mechanism for the development of the ECM ecosystem through the exchange of energy (EC) for smart contracts of future SDT series projects.

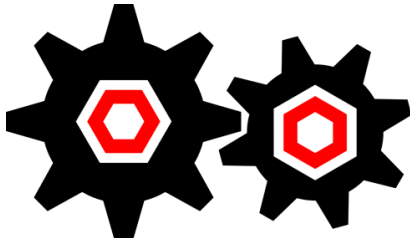
20. The nominal value of the EC token from a given series of the SDT smart contract will be determined each time (cyclically) in accordance with the indicator

$$\text{EC Nominal Value} = \frac{\Sigma \text{ value of energy produced}}{\Sigma \text{ amount of ECs issued from a given project (amount of energy produced in kWh)}}$$

21. The EC token will have a BURN function, which will be activated when using ECM/EXCHANGE or ECM/STORE, SES and TRON
22. The ECM smart contract, SDT will be listed on exchanges cooperating with the ECM ecosystem and its market price is subject to simple supply and demand mechanisms.
23. The EC will ultimately constitute an exchange value for energy, services and others on the TRON platform (regulated by TRON regulations)
24. The ECM Portal imposes a ban on encumbering, pledging, selling or creating security pledges as a company on generating installations whose capacity will be presented for public offering in the form of a smart contract SDT series. In order to secure the value of energy generated in the future by these programs.
25. The ECM portal will impose the obligation to insure generating installations or the values achieved from them.
26. Acceptance of the regulations when creating a user account on the ECM portal is considered and is identical to concluding an agreement on participation in the ECM ecosystem, and the purchase of ECM or SDT smart contracts (series) is considered to be concluding an agreement within the ECM ecosystem on the principles described in these regulations and the regulations of the SDT series energy clusters.

PARTICIPATION IN THE ENERGY CLUSTER

1. By purchasing an SDT seria smart contract representing the generating capacity expressed in kW of the cluster, the user accepts the fact and becomes a member of the cluster agreement as an SDT seria cluster user, thus combining two functions of energy producer and consumer on the basis of a prosumer or virtual prosumer.
2. By purchasing an ECM smart contract and the AirDrop SDT seria automatically resulting from these regulations, the User accepts the fact and becomes a member of the cluster agreement on the basis of an SDT seria cluster user, thus combining the two functions of an energy producer and consumer on the basis of a prosumer or virtual prosumer.
3. Selling or burning all tokens from a user's wallet of a given SDT series automatically causes the user to cease to be a member of a given energy cluster.



FREE AIRDROP MECHANISMS

1. AirDrop SDT series indicator per 1 ECM smart contract

$$\text{ECM AIRDROP} = \frac{\Sigma \text{ ECM smart contract (2,000,000 ECM)}}{\Sigma \text{ Air Drop smart contract SDT series}}$$

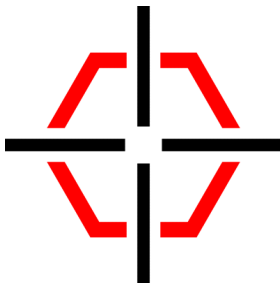
2. AirDrop EC indicator on smart contract SDT series

$$\text{EC AIRDROP} = \frac{\Sigma \text{ of amount of SDT token series}}{\Sigma \text{ of number of EC releases in the SDT cluster series.}}$$



TRANSFER SMART CONTACT ECM AND SDT

1. ECM, SDT transfers to External Wallets are only possible in the Web Application
2. The User may send ECM and SDT series smart contracts disclosed in the individual User Account to his/her own External Wallets, under the terms described below.
3. Transfer of an ECM, SDT series smart contract to an External Wallet may only occur if the User holds and discloses funds in the User Account in an amount not lower than the Minimum Withdrawal Threshold.
4. If the User does not reach the Minimum Quantitative Threshold, the transfer request is deemed unsuccessful and will therefore not be executed.
5. The External Wallet is customized by entering the External Wallet address in the User Account tab ("Withdrawal Settings"). **ECMarket DOES NOT VERIFY THE EXTERNAL WALLET, ESPECIALLY IN TERMS OF ITS SECURITY OR THE CORRECTNESS OF THE ENTERED WALLET ADDRESS, AS WELL AS THE CORRECTNESS OF THE NETWORK.** The transfer of a smart contract, ECM , SDT series to the External Wallet is at the User's sole risk. The User acknowledges that the ECM, SDT series transfer operation is performed within the blockchain and ECMarket has no influence on it, and that once ordered, the operation cannot be reversed.
6. Transfers of ECM, SDT series smart contracts to External Wallets are executed no later than within 4 (in words: four) Business Days.
7. A Transaction Fee will be charged for each transfer to an External Wallet. The Transaction Fee will be charged in the amount displayed each time the User submits a transfer request.
8. Transfer of ECM smart contract, SDT series to External Wallets is only possible for Users with the 2FA option enabled, which is used as authorization for the transfer order to the External Wallet.



DATA SECURITY POLICY

1. Data processing is carried out in accordance with the Data Security Policy available at: www.ecmarket.eu/privacy . The User should familiarize himself/herself with its content before registering, as referred to in point 3 of the Regulations.
2. The User can independently manage his/her personal data after logging in to the User Account;

ACCOUNT DELETION

1. Energy Coin Market reserves the right to suspend or delete the Account of a User who violates the provisions of the Regulations. Deleting the User Account does not release the User from the obligation to repair any damage caused to ECM in the event of a violation of the provisions of the Regulations.
2. The User is entitled to delete the User Account without giving any reason.
3. The User has the option to delete the User Account from the Web Application.
4. In order to delete the User Account from the Web Application, the User should go to the Web Application settings and select the appropriate option. After selecting the option, the User will be asked to confirm the deletion of the User Account and will be informed about the effects of deleting the User Account. In the event of confirmation, the User Account will be deleted.
5. In the event that the User carries out one of the procedures for deleting the User Account referred to in the Regulations, the User acknowledges that from the moment of accepting the deletion of the User Account, he or she will have access to the User Account only for 14 (in words: fourteen) days. If, within the period referred to in the previous sentence, the User does not issue an order to transfer smart contracts to the External Wallet after deleting the User Account, they become the property of Energy Coin Market, and the User waives any claims against Energy Coin Market in this respect. In the event that the User does not issue a withdrawal order referred to in the previous sentence, ECTMarket will request the User to do so before deleting the User Account.



COMPLAINTS REGARDING THE OPERATION OF THE APPLICATION OR PORTAL

1. The User may submit complaints regarding the functioning of the Application or Portal.
2. Complaints may be submitted in writing in the form of a registered letter to the following address: ul. Heweliusza 11/819 80-890 Gdańsk or by sending a message to the following e-mail address: support@ecmarket.eu, office@ecmarket.eu
3. The complaint should include the name under which the User created the User Account in the Portal, the User's e-mail address assigned to the User Account and a description of the event that is the subject of the complaint. If the data or information provided in the complaint requires supplementation, before considering the complaint, Energy Coin Market will ask the User to supplement it in the scope and time specified in the request.
4. Complaints will be considered within 14 (in words: fourteen) days from the date of receipt by Energy Coin Market of a correctly submitted complaint (containing the required elements and not requiring supplementation).
5. The User will be informed about the method of handling the complaint by means of a message sent to the e-mail address assigned to his User Account.
6. Energy Coin Market provides the services on an "as is" basis, without any express or implied warranties.



THREATS

1.The User is aware of the risks associated with using the Portal and accepts these risks. In particular, the User is aware of:

- I. Possible changes in the exchange rate of smart contracts, including ECM, SDT series, including their possible instability and the resulting consequences;
- II. innovativeness of the Portal and Applications and the resulting possibility of errors in their operation;
- III. legislative risk, in particular the possibility of introducing legal regulations excluding the extraction or exchange of collected digital assets;
- IV. possible abuse by third parties, including hacking into the User Account, changing its settings or stealing digital assets,
- V. other threats resulting from the operation of the Portal, affecting the personal and property situation of the User and the owners or possessors of the Devices used by the User.



EXCLUSIONS AND LIMITATIONS OF LIABILITY

1. Energy Coin Market declares that the Portal and Applications are innovative solutions and as such cannot be covered by a guarantee of proper functioning, including the absence of errors or faults.
2. Energy Coin Market has no influence on the current rates of smart contracts released on external markets.
3. Energy Coin Market is not responsible for the actions of third parties, in particular it is not responsible for damage caused by persons who obtained access to the User Account or the User Wallet as a result of illegal activities or actions of the User himself (inadequate protection of the Account or Wallet, transfer of the password or login, leaving open access to the Account or Wallet and External Wallet).
4. Energy Coin Market is not responsible for the User's legal and fiscal settlements. The User is personally responsible for fulfilling all legal and fiscal requirements in connection with the use of the portal or the use of Cryptocurrencies as part of an exchange or as a means of payment, in particular for submitting appropriate declarations and making appropriate settlements. The User acknowledges that he is responsible for determining and possibly settling all tax and fiscal liabilities related to the use of the Portal, including the possession of smart contracts or their exchange. The User acknowledges that Energy Coin Market does not make any tax deductions from the User, nor does it pay any taxes on behalf of the User or for the User.
5. Energy Coin Market is not liable for any damage caused to third parties as a result of Users' actions or omissions, in particular ECM is not liable in the event of logging into a third party's Device without their knowledge or consent.



APPLICABLE LAW

1. Excluding conflict of laws rules arising from international law, the law applicable to resolving any disputes arising from the conclusion, performance or termination of the legal relationship between the User and Energy Coin Market Sp. z o. o. is the law of the Republic of Poland.
2. If individual provisions of the Regulations are deemed invalid, in particular due to a violation of the legal order of the country whose law is applicable as a result of the application of the conflict of laws rules referred to in point 1 above or the law of the Republic of Poland, the remaining provisions of the Regulations shall remain in force, and the invalid provision shall be replaced by a provision consistent with the basic assumptions and objectives of the Regulations.
3. In the event of disputes with Users, including those concerning consumer status, all conflicts should be resolved amicably. A User who is a consumer may apply for resolution of the dispute to a permanent consumer arbitration court, to the provincial inspector of the Trade Inspection, to the district (municipal) consumer advocate or a social organization whose statutory tasks include consumer protection. Detailed information, contact details and a list of consumer arbitration courts are available on the website of the Office of Competition and Consumer Protection. At www.ec.europa.eu/consumers/odr there is a platform for an online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform), through which the User can file a complaint. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court resolution of a dispute. The above possibilities do not exclude the possibility of the User pursuing their rights in court.



CHANGES TO REGULATIONS

1. Energy Coin Market reserves the right to change the Regulations in the event of:

- I. the occurrence of important technical and organisational reasons, such as the emergence of new technologies or IT systems that affect the provision of services;
- II. changes in generally applicable legal provisions affecting the portal;
- III. the need to adapt the Regulations to court judgments or administrative decisions;
- IV. the need to remove any ambiguities that may occur in the Regulations,
- V. changes to the principles of operation or development of the Portal, including its components, in a way that affects the provisions of the Regulations,
- VI. changes to address data, names, identification numbers, e-mail addresses or links provided in the Regulations;
- VII. the need to clarify the provisions of the Regulations or any other factual changes that affect the content of the Regulations

2. Changes to the Regulations will not:

- VIII. result in the User having to pay remuneration or additional fees,
- IX. violate the essence of the concluded agreement on the provision of electronic services and other agreements between the User and EMarket.

3. EMarket will notify the User about the change of the Regulations no later than 14 (in words: fourteen) days before the date of entry into force of the change, via a notification that will appear on the User's Account or the email address indicated by him, from the moment of publication of information about the change, when the Application is launched and the User logs in to it for the first time. At the same time as the information provided, EMarket will publish the updated content of the Regulations or a reference to this content.

4. The change to the Regulations shall enter into force on the date indicated in the notification, unless the User, within 14 (in words: fourteen) days from the

delivery of the amended content of the Regulations, submits a statement via e-mail (support@ecmarket.eu , office@ecmarket.eu) of the lack of consent to the validity of the amended content of the Regulations. In such a case, the User is obliged to immediately order the transfer of ECM, SDT series or EC to External Wallets and to delete the User Account in accordance with the provisions of the Regulations. In the event of failure to delete the User Account or further use of the Portal by the User, it is considered that the User has consented to the new wording of the Regulations, which is binding on him/her.

FINAL PROVISIONS

- Energy Coin Market reserves the right to organize marketing campaigns aimed at, among others, promoting the ECM smart contract, SDT or EC series. The rules of any marketing campaigns will be published in separate documents.
- Energy Coin Market reserves the right to temporarily block the User's Account in the event of a breach of the provisions of the Regulations by the User, especially in the event of a breach of AML/KYC regulations.

