

TOTALITY AI LLC TOTALITY REGISTRY RULES

These Totality Registry Rules (the “**Registry Rules**”) are the rules and requirements for Members’ use of the Totality Registry and the Services, including, and not limited to, the Listing of Projects, Carbon Credits, and the Transfer and Retirement of Carbon Credits. These Registry Rules are incorporated by reference into and form a part of the Totality Registry Terms of Service (the “**Terms of Service**”). Capitalized terms used herein shall have the meanings assigned herein or in the Terms of Service.

1. **Scope and Applicability**

- (a) The Totality Registry serves the following purposes:
 - i. It allows Members who are Project Developers to List Projects and Carbon Credits;
 - ii. It allows Members who are potential Buyers to view information regarding Members’ Projects, Carbon Credits available for Transfer, and to request from Totality contact information to be able to communicate with other Members through means outside of the Totality Registry;
 - iii. It allows Members who are Validation Bodies to view information regarding Members’ Projects and upload Validation Reports for those Projects;
 - iv. It allows Members who are Verification Bodies to view information regarding Members’ Projects and upload Project Verification Reports for those Projects; and
 - v. It allows Users who are Advisors to view and upload information regarding Listed Projects and Carbon Credits on the Totality Registry for Members who have contractually engaged such Advisor for advisory services.
- (b) Totality is the operator of the Totality Registry and provides the Services to Members. Totality owes no duties or obligations, and has no liability, to any Member except as expressly set forth in the Terms of Service, these Registry Rules, or any PD Agreement executed by such Member. Totality is also not party to any Purchase and Sale Agreement. As operator of the Totality Registry, Totality may, in its sole discretion, grant to any Member an exception to one or more requirements of these Registry Rules. All exceptions granted by Totality, if any, shall be made in writing and shall set forth any additional rules applicable to such exception as Totality may determine. Note, however, that Totality may have legal or beneficial interest in a Project on the Totality Registry and in Carbon Credits Listed on the Totality Registry, meaning Totality may also be a Member of the Totality Registry.
- (c) **Legal Process.** As used herein, “**Legal Process**” includes any act of a Governmental Authority, including but not limited to, any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, request for information, forfeiture or seizure, and other legal process relating to Member or any Member Affiliate, or any of their Accounts, Carbon Credits, or Projects, if any, or any Person for whose benefit a Member is acting with respect to its use of the Totality Registry. Notwithstanding anything to the contrary in these Registry Rules, the Terms of Service, or any PD Agreement executed by Member, Totality may, and reserves the right to, accept

and act on any Legal Process Totality believes to be valid regardless of how and where it is served, including if the Legal Process is served in locations, states, or jurisdictions other than where Member or any Member Affiliate, or any of their Accounts, Carbon Credits, or Projects are located, or where the Accounts were opened, or where the related records are located or maintained, or where any Person is located for whose benefit such Member is acting with respect to its use of the Totality Registry. Totality may, but is not required to, provide Member with notice of Legal Process in any way relating to Member or any Member Affiliate, or any of their Accounts, Carbon Credits, or Projects. Totality may comply with Legal Process even though it affects the interests of only one User, employee, director, agent, contractor, or owner of Member or a Member Affiliate, or any Person for whose benefit such Member is acting with respect to its use of the Totality Registry. Regardless of any action Totality takes, Totality is not waiving any rights of exemption Member may have under any Applicable Laws. Member is responsible for invoking any exemption rights not otherwise asserted on its behalf and on behalf of Member's Affiliates or any Person for whose benefit such Member is acting with respect to its use of the Totality Registry. Any fees, expenses (including attorneys' fees and expenses), or Losses Totality incurs in connection with responding to Legal Process related to Member or any Member Affiliate, or any of their Accounts, Carbon Credits, or Projects, or any Person for whose benefit such Member is acting with respect to its use of the Totality Registry, are Member's responsibility. Totality may charge these costs to the Member, and the Member expressly authorizes Totality to do so. All Members acknowledge and agree that Totality shall have no liability to any Member, any Member Affiliate, or any third Person with respect to the acts or omissions of Totality permitted under this Section 1(c) or otherwise with respect to Totality's receipt of notice of any Legal Process.

2. Registration

- (a) Consistent with Section 3 of the Terms of Service, a Member must Register to access and use the Totality Registry.
- (b) Consistent with Section 3 and Section 4 of the Terms of Service, if a Member selects Project Developer as a Member type:
 - i. The Member may purchase access to the Totality Methodology; and
 - ii. The Member may purchase access to the PD Agreement.
 - iii. As described in Section 4 and Section 5 of these Registry Rules, a Project Developer must follow additional steps before Listing its Projects and any associated Carbon Credits on the Totality Registry.

3. Membership

- (a) Member Responsibility. Any prospective Member or Member has exclusive control over and responsibility for the content of the Documentation. Such Person acknowledges that it must retain copies of all such Documentation. Upon Registration, such Member has ongoing obligations to supplement the Documentation and to provide current and additional Documentation as may be requested by Totality to maintain Member status, to otherwise notify Totality of any material change applicable to Member, its Carbon Credits or Projects, if any, and to evidence Member's compliance with the Terms of Service, these Registry Rules, and any PD Agreement signed by Member.

- (b) **Totality Responsibility.** Totality is not responsible for and has no obligation to maintain copies of any Documentation. Totality will review the Documentation and, in reviewing the Documentation, Totality (A) relies solely on the information contained within the Documentation, (B) conducts no independent investigation with respect to the authenticity, accuracy, or completeness of the Documentation, and (C) does not represent or warrant that such Documentation (1) is genuine, accurate, current, or complete, or (2) does not contain any misstatements or omissions of material facts. Totality reserves the right, in its sole discretion, to reject any Person for membership in the Totality Registry for any reason.
- (c) **Disclosure.** Member grants to Totality the right to distribute, use, copy, modify, store, access and disclose the Member Documentation, Confidential Information, and other information or documents uploaded onto the Totality Registry or otherwise provided to Totality solely to the extent necessary for Totality to provide the Services and as otherwise set forth in the Terms of Service, Registry Rules, or any PD Agreement executed by Member. Such limited license includes the right to create aggregated and de-identified data regarding usage of the Totality Registry and the transactions conducted on the Totality Registry for industry analysis, benchmarking, analytics, marketing, and other commercial purposes, provided that such data has been anonymized, and such data does not identify Member, any User, or any Project.

4. **Account Creation**

- (a) Consistent with Section 5 and Section 6 of the Terms of Service, upon Registration, Member that is approved for onboarding by Totality and is the Member type of either a Project Developer or Project Proponent may create either a Main Account or a Buffer Account.
 - i. Creation of a Main Account allows Carbon Credits Issued or Listed in a Main Account on the Totality Registry to be sold and Transferred.
 - ii. Creation of a Buffer Account allows Carbon Credits to be Issued or Listed to such an Account for protection from Reversal and Over-Issuance. Carbon Credits maintained in a Buffer Account may not be sold or Transferred.
 - (1) Totality may Withdraw Carbon Credits from a Buffer Account, or may remove Carbon Credits from a Buffer Account, if such Withdrawal or removal is directed by Project Developer or the Applicable Standards Body or is required by Reports supplied by Project Developer. Totality may also place Carbon Credits into a Buffer Account to the extent directed by Project Developer or the Applicable Standards Body or required by Reports submitted by Project Developer after Listing.
- (b) Upon Registration, Member that is approved for onboarding by Totality and is the Member type of either a Validation Body or Verification Body may designate the Member for which it will be providing Validation Reports and Verification Reports.
- (c) Upon Registration, Member that is approved for onboarding by Totality and is the Member type of Buyer and/or Seller may create a Main Account.
 - i. Creation of a Main Account allows Carbon Credits to be Transferred to a Buyer's Main Account upon the execution of a Purchase and Sale Agreement and Transfer Instruction.

5. **Project Listing**

- (a) Only Project Developers may List a Project on the Totality Registry.
- (b) To List a Project on the Totality Registry, a Project Developer must:
 - i. Register;
 - ii. Submit Onboarding Data and be approved for onboarding by Totality;
 - iii. Create a Main Account and Buffer Account;
 - iv. Purchase access to Totality Methodology (if applicable);
 - v. Purchase the PD Agreement;
 - vi. Execute the PD Agreement; and
 - vii. Upload required Documentation.
 - (1) This Documentation may include, and is not limited to, Project design and Validation Report and any other Validation documentation, the most recent Project Verification Report (if any), any other information required by the Standard and Methodology to be provided to the Validation Body, and any other information requested by Totality. Projects of different types may be eligible to be on the Totality Registry, including and not limited to Projects subject to different types of Standard and Methodology.
- (c) After the Project Developer uploads the Documentation, Totality will review the Documentation.
- (d) Upon completing its review of the Documentation, Totality may approve the Project for Listing on the Totality Registry.
 - i. Totality reserves the right, in its sole discretion, to refuse to List any Project for any reason. Totality may refuse to accept any Project and refuse to List such Project, even if the Project was successfully Validated by a Validation Body.
- (e) Upon approving the Project for Listing, Totality shall notify the Project Developer and invoice the Project Developer the Fee for Listing the Project.
- (f) Upon Project Developer's payment of the Fee for Listing the Project, Totality shall List the Project on the Totality Registry.
- (g) Each Project Listing shall include:
 - i. Name of Project;
 - ii. Project Developer legal entity name;
 - iii. Project Proponent legal entity name (if any); and
 - iv. Project description (i.e. specific type of GHG Reduction, location, date of commencement of Project operations).
- (h) Members may access the Totality Registry and view all Listed Projects. Members can view Documentation related to the Listed Projects upon request to Totality or the Project Developer Listing the Projects.

6. Carbon Credit Issuance and Over- Issuance

- (a) Upon review of the Project Validation Report Project (for ex-ante Carbon Credits) and Verification Report, Totality may Issue Carbon Credits in the amount prescribed in the Standard and Methodology and/or Project Verification Report.
- i. Totality shall Issue the relevant number of Carbon Credits to the Project Developer's Main Account and Buffer Account in accordance with the Standard and Methodology.
 - (1) If the Project Developer is not able to either (A) obtain Insurance sufficient to address the risk of Reversal, Over-Issuance, or other events which may impact the Verified quantity of Carbon Credits associated with the Project, or (B) include a statement similar to the following in the Purchase and Sale Agreement with respect to such Carbon Credits - "Buyer acknowledges and agrees that, with respect to the Carbon Credits, Seller does not maintain any Carbon Credits in a Buffer Account and has not purchased any insurance against any risk of Reversal, Over-Issuance or other events which may impact the Verified quantity of Carbon Credits associated with the Project, and Buyer assumes all such risk by its execution of this PD Agreement," then Totality shall Issue ninety-five percent (95%) of the generated Carbon Credits to the Project Developer's Main Account and the remaining five percent (5%) of the generated Carbon Credits to the Project Developer's Buffer Account.
 - ii. Member shall pay the Fee for the Buffer Account management with regards to any Carbon Credits remaining in the Buffer Account at the end of the relevant crediting period.
 - iii. Totality reserves the right, in its sole discretion, to refuse to Issue Carbon Credits for any reason.
 - iv. Totality requires any Project that has Carbon Credits issued as ex-ante Carbon Credits to have the GHG Reductions associated with such issued ex-ante Carbon Credits Verified, and upon Verification such ex-ante Carbon Credits are to become ex-post Carbon Credits.
- (b) Member acknowledges and agrees that the Carbon Credits in Member Account shall constitute and shall irrevocably remain, to the extent eligible under Applicable Law, "financial assets" under UCC Article 8.
- (c) For the avoidance of doubt, other than in relation to UCC Article 8, the election for the Carbon Credits to be treated as "financial assets" in Section 6(b) above shall have no bearing on whether the Carbon Credits are "financial assets" or "securities" as used in any other context or regulation, nor shall it constitute an admission that any such Carbon Credit is a security for any purposes. It is the intent of the Parties that each such Carbon Credit shall be deemed a commodity for purposes of the United States Commodity Exchange Act, and shall not be a security for purposes of U.S. federal securities laws (including the Securities Act of 1933 and Securities Exchange Act of 1934), state securities laws, or any other Applicable Law.
- (d) At any time following the Issuance of the Carbon Credits, Member can request that Totality provide an Owner Certificate which serves as documentation of the Member's interest in the Carbon Credits as of the date the certificate is printed. Such Member may provide the Owner Certificate to third Persons as evidence of Member's control of, and interest in, the Carbon Credits on the Totality Registry. A single Owner Certificate may be requested and

prepared for the Carbon Credits held by Member. The Owner Certificate will contain the following information reflected in the Totality Registry at the time the certificate was requested: the name of the Member who is the owner, the Carbon Credit serial number, the Listing date of the Carbon Credits, the quantity and Vintage of the Carbon Credits, the name of the Project associated with the Carbon Credits, and whether the Carbon Credits are in a Main Account, in a Buffer Account, Retired, Disputed, and/or Withdrawn.

- i. The ownership of Carbon Credits may only be changed by an act of Member, to sell and Transfer such Carbon Credits to a Buyer on the Totality Registry pursuant to the terms of a Purchase and Sale Agreement. A successful Transfer on the Totality Registry updates the Totality Registry to reflect the Buyer as the new owner of the Carbon Credits.
 - ii. Following any sale and Transfer of Carbon Credits for a Member that has previously requested and provided an Owner Certificate to a third Person, Member is solely responsible for the provision of an updated Owner Certificate to such third Person.
- (e) Project Developer will promptly upload subsequent Monitoring Verification Reports to the Totality Registry, if such Reports are required by the Standard and Methodology.
- i. Project Developer shall otherwise notify Totality of any changes to the Carbon Credits related to Project Developer's Projects, including, and not limited to, the occurrence of any Reversal or Over-Issuance, regardless of whether Project Developer's Project is required to perform Monitoring by the Standard and Methodology and whether Project Developer retains ownership of such Carbon Credits.
 - ii. If Project Developer is required by the Standard and Methodology to cause Monitoring of a Project and/or if Project Developer fails to obtain and provide the Monitoring Reports, such failure shall be deemed a breach of these Registry Rules entitling Totality to remove the Listed Project from the Totality Registry and subject all Carbon Credits owned by Project Developer and associated with the Project to Withdrawal and De-Listing.
 - (1) Carbon Credits associated with the Project but owned by a Buyer shall not be Withdrawn. Such Buyer may seek and exercise any remedies available to Buyer under its Purchase and Sale Agreement with Project Developer, and Totality shall designate as Disputed the affected Carbon Credits owned by Buyer.
 - (2) All Members acknowledge that Totality shall not be liable for any Losses incurred by any Member due in any way to Totality's acts or omissions taken pursuant to this Section.
- (f) If any notice or Monitoring Report provided to Totality indicates that a Reversal or Over-Issuance has occurred, or that the number of Carbon Credits in either the Main Account or the Buffer Account is incorrect, or the number of Carbon Credits exceeds the number of Carbon Credits actually generated by a Project (a "**Subsequent Event**"), Totality shall seek direction from Project Developer and the Applicable Standards Body regarding the corrective action necessary to bring the characteristics and status of the total number of Carbon Credits on the Totality Registry into conformity with the Validation Report or otherwise as necessary to cure or cover the Subsequent Event, as applicable.
- i. Totality will take such corrective actions as directed by Project Developer or as directed by the Applicable Standards Body, and such corrective actions may be to Withdraw

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- any Carbon Credits held by the Project Developer, or place any such Carbon Credits in a Buffer Account, or remove any such Carbon Credit from Buffer, each as necessary to conform to the notice or Verification Report or to cure or cover the Subsequent Event.
- ii. With respect to the effect of Subsequent Events on Carbon Credits purchased by a Buyer under a Purchase and Sale Agreement with Project Developer, the terms of such Purchase and Sale Agreement shall control. Totality will take the corrective action, if any, requested by written notice sent jointly by Buyer and Project Developer or Buyer and Seller with respect to the Carbon Credits governed by the Purchase and Sale Agreement.
- (g) Members may, to the extent not prohibited by the Standard and Methodology, obtain and retain Insurance Policies against Reversals, Over-Issuance, and other events or occurrences which may threaten the viability of Carbon Credits.
- i. Member may submit the Insurance Policy to Totality as part of Member's Documentation.
 - ii. Members that choose to obtain an Insurance Policy with respect to their Carbon Credits are solely responsible for such Insurance Policy and all premiums related thereto.
- (h) All Members acknowledge that Totality shall not be liable for any Losses incurred by any Member or any third Person due to Totality's acts or omissions taken in response to a Subsequent Event, including but not limited to: (A) designating as Disputed any Carbon Credits affected by the Subsequent Event in accordance with these Registry Rules, or (B) corrective actions taken at the direction of Project Developer, the Applicable Standards Body, Project Developer and Buyer, or Buyer and Seller, as applicable, as set forth in the notice provided to Totality.

7. Carbon Credit Listing

- (a) Verified Carbon Credits previously issued by an Applicable Standards Body may be Listed on the Totality Registry.
- (b) To List Carbon Credits on the Totality Registry, a Project Developer must upload or have uploaded the Project Validation Report and the Project Verification Report, and all serial numbers and Vintages assigned to the issued Carbon Credits.
- i. Totality may request additional Documentation before approving the Carbon Credits for Listing.
- (c) Upon approving Carbon Credits for Listing, Totality shall notify the Project Developer and invoice the Project Developer the Fee for Listing the Carbon Credits.
- i. Totality may, in its absolute discretion, refuse to accept the Carbon Credits of any Project or Project Developer and refuse to List such Carbon Credits, even if the Carbon Credits were successfully Verified by a Verification Body.
 - ii. If Totality forms a reasonable belief that the Carbon Credits, the Project that generated the Carbon Credits, or Member is not in full compliance with all Applicable Laws and the requirements of the Applicable Standards Body, Totality may, in its sole discretion and as applicable, Withdraw and De-List such Carbon Credits from the Totality Registry, refuse to effect a Transaction under a Purchase and Sale Agreement with respect to such Carbon Credits, refuse to effect a Transfer Instruction with respect to such Carbon Credits, remove the non-compliant Project from the Totality Registry, or

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terminate the Terms of Service and any applicable PD Agreement with respect to Member.

(d) Upon Project Developer's payment of the Fee to List Carbon Credits, Totality shall List the Carbon Credits on the Totality Registry.

(e) Each Listing of Carbon Credits shall include at least the following characteristics:

- i. The serial number for each Carbon Credit;
- ii. The date on which the Carbon Credits were Listed;
- iii. The name and location of the Project which generated the Carbon Credits and the PD of such Project;
- iv. The Vintage of the Carbon Credits;
- v. The date of each Verification of the Carbon Credits; and
- vi. The Unit and amount of GHG Reductions associated with such Carbon Credits.

(f) Each Listing of Carbon Credits may also include the following characteristics:

- i. The Co-Benefits of the Carbon Credits; and
- ii. Other information specific to the Project generating the Carbon Credits and/or the Carbon Credits as determined by Totality.

(g) At any time, Totality may designate any Carbon Credit, including Listed Carbon Credits, as Disputed upon becoming aware of any Dispute between the Member and Totality, any other Member, or any other Person with respect to such Carbon Credit, its associated Project or the associated GHG Reductions. Only Totality may remove the Disputed designation from a Carbon Credit, and Totality shall only remove such designation at the times indicated in Section 11 of these Registry Rules. Carbon Credits that are in a Buffer Account, Retired, or Withdrawn at the time of Dispute will retain that status in addition to the Disputed designation.

8. Transfer of Carbon Credits

(a) Persons Eligible for the Transfer of Carbon Credits

- i. Only Members designated on an Account on the Totality Registry may cause the Transfer of Carbon Credits from such Account. The Totality Registry will not permit Transfer of all or any portion of Carbon Credits if the Member requesting the Transfer is not the Member designated on the Account of such Carbon Credits.
- ii. Carbon Credits may not be sold, bought, or Transferred to any Person that is not a Member. If a Member wishes to sell or transfer to any Person that is not a Member, then the Member wishing to sell must subject such Carbon Credits to Withdrawal to De-List the Carbon Credits from the Totality Registry so as to enable Member to make such sale or transfer of the Carbon Credits to a non-Member by means other than the Totality Registry.

(b) Carbon Credits Eligible for Transfer

- i. Carbon Credits in a Member's Main Account and Listed on the Totality Registry are eligible to be Transferred.
- ii. Carbon Credits in a Buffer Account can only be Transferred to another Buffer Account or, if permitted by the Applicable Standard and Methodology and following the completion of a

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- crediting period or Project lifecycle, a Main Account.
- iii. Carbon Credits that are Disputed cannot be sold and Transferred or Retired, and the Totality Registry will not permit any such Transfer or Retirement of Disputed Carbon Credits. Disputed Carbon Credits must remain in the Member's Account.
- (c) All Members acknowledge and agree that it is the Buyer Member's sole responsibility to conduct all due diligence desired by Buyer in connection with a Transfer of Carbon Credits, and it is the Seller's sole responsibility to deliver and provide to Buyer copies of any Documentation and other documents and information reasonably requested by Buyer in the conduct of due diligence. Each Member covenants that all negotiations conducted by or with such Member in connection with a Transfer or Purchase and Sale Agreement shall not occur on the Totality Registry, although the Buyer and Seller may have met or obtained Documentation and other information used in due diligence via the Totality Website.
- (d) Purchase and Sale Agreements
- i. Any contract or agreement entered between Members in connection with a Transfer using the Totality Registry shall be considered a "Purchase and Sale Agreement."
 - ii. With respect to each Purchase and Sale Agreement entered in to by Member, Member represents that it is a "forward contract merchant" within the meaning of Section 101(26) of the U.S. Bankruptcy Code, and as applicable, each such Purchase and Sale Agreement constitute "forward contracts" within the meaning of Section 101(25) of the U.S. Bankruptcy Code, and that the remedies identified in any applicable Purchase and Sale Agreement are "contractual rights" within the meaning of Section 556 of the U.S. Bankruptcy Code, as such provisions may be amended from time to time. Member further represents and warrants that it is an Eligible Contract Participant as defined in Section 1a(18) of the U.S. Commodity Exchange Act, as amended.
 - iii. Totality shall have no liability to the Buyer or Seller under a Purchase and Sale Agreement or to any third Person, including and not limited to in connection with any refusal by Totality to execute the transaction described in the Purchase and Sale Agreement provided that such refusal is made in accordance with the Terms of Service, the Purchase and Sale Agreement and these Registry Rules, or for any failure of Totality to refuse to execute any such transaction. Each Buyer and Seller to a Purchase and Sale Agreement expressly releases Totality from any liability for Losses suffered by such Member with respect to such Purchase and Sale Agreement or Totality's performance of activities described therein.
 - iv. The unavailability or outage of the Totality Registry on the Settlement Date under a Purchase and Sale Agreement, through no fault of either party to such Purchase and Sale Agreement, shall be an excuse for nonperformance of such Purchase and Sale Agreement by one or both of the parties to such Purchase and Sale Agreement, and by Totality. In such event, each Member's non-performance and the non-performance of Totality will be excused for as long as such unavailability or outage continues, and then, as soon as the Totality Registry is available, all performance obligations shall resume in full; provided, however, to the extent that any such unavailability or outage of the Totality Registry should continue for a period in excess of fifteen (15) business days following such Settlement Date, the Buyer and Seller under a Purchase and Sale Agreement by mutual agreement and written notice to Totality, by written notice to Totality, may terminate the Purchase and Sale Agreement, and the obligations under

such Purchase and Sale Agreement, and, thereafter, such Purchase and Sale Agreement shall be deemed to be null and void and of no further force or effect.

- v. Seller is responsible for uploading the executed version of any Purchase and Sale Agreement to the Totality Registry. A copy of such Purchase and Sale Agreement will be uploaded to the Totality Registry of the Seller and the Buyer.
- vi. Any payments required under a Purchase and Sale Agreement shall be made directly between the parties to such Purchase and Sale Agreement as provided in the Purchase and Sale Agreement and shall not be made on the Totality Registry. Such other payments may consist of any monies due under the Purchase and Sale Agreement in connection with, or as a result of, a Member's breach of such Purchase and Sale Agreement or any termination of such Purchase and Sale Agreement.
- vii. Any and all insurance premiums and claims against any Insurance Policy maintained by a Member with respect to a Purchase and Sale Agreement or the Carbon Credits subject to such Purchase and Sale Agreement are not remitted, submitted, administered, or otherwise handled on the Totality Registry, and each Member agrees that all such premiums and all proceeds resulting from such claims shall be allocated between the parties to the Purchase and Sale Agreement and paid by means other than the Totality Registry.

(e) Transfer Instructions

- i. To effectuate a transaction under a Purchase and Sale Agreement, the Seller is to instruct Totality to Transfer the Carbon Credits by the submission to Totality of Transfer Instructions.
- ii. On the date Transfer Instructions are received by Totality, Totality (i) Transfers the Carbon Credits designated in such Transfer Instructions from the sending Account to the recipient Account designated in such Transfer Instructions; and (ii) updates the Totality Registry to reflect the Carbon Credits held in the recipient Member Account.
- iii. Totality shall have no liability to Member or to any Person in connection with any refusal by Totality to execute the Transfer Instructions provided that such refusal is made in accordance with the Terms of Service and these Registry Rules, or for any failure of Totality to refuse to execute any such Transfer Instructions. Member expressly releases Totality from any liability for Losses suffered by Member with respect to such Transfer Instructions.
- iv. Seller shall bear its own expenses associated with Transfer of the Carbon Credits between Accounts designated in Transfer Instructions. Seller accepts full responsibility and liability for Losses incurred by itself and any other Person in connection with (i) its submission or failure to submit Transfer Instructions, and (ii) the termination or breach by Seller of the Terms of Service, these Registry Rules, or any Agreement executed by Member, whether such termination or breach occurs prior to or after the submission date of Transfer Instructions.

(f) Carbon Credit may be sold and Transferred under a Purchase and Sale Agreement in a first sale and/or secondary sales, if any secondary sales are permissible under the applicable Standard and Methodology. Each Member acknowledges and agrees that the Buyer that received Transfer of Carbon Credits under a Purchase and Sale Agreement shall only be entitled to resell or otherwise further Transfer to any other Member any property or

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beneficial interest in such Carbon Credits on the Totality Registry if such secondary sale is permissible under the applicable Standard and Methodology. For any Standards and Methodology that is silent with regards to secondary sales, Members may request a secondary sale on the Totality Registry. Totality may, in its sole discretion, grant a Member's request for a secondary sale. All secondary sale requests granted by Totality, if any, shall be made in writing and shall set forth any additional rules applicable to such acceptance as Totality may determine.

9. Retirement of Carbon Credits

- (a) Members may Retire those Carbon Credits at any time. This includes both Buyers of Carbon Credits and Project Developers. Only Available Carbon Credits may be Retired on the Totality Registry, and the Totality Registry will not permit Retirement of any Carbon Credits which are Disputed or in a Buffer Account. Member is solely responsible for taking all steps required to Retire such Carbon Credits in accordance with the Standard and Methodology, Applicable Law (if any), the requirements of the Applicable Standards Body, the requirements of any applicable Purchase and Sale Agreement, and the instructions of the Person (if any) for whose benefit Member acts with respect to such Carbon Credits. Once a Carbon Credit is Retired on the Totality Registry, the Carbon Credit may not be sold, Transferred, or again Retired, and the Totality Registry will not permit any such actions. Retirement of a Carbon Credit shall not remove the Carbon Credit from the Totality Registry Account but simply mark the Carbon Credit as Retired. Retirement of a Carbon Credit is irreversible.

10. Withdrawal of Carbon Credits

- (a) Totality may, at any time and in accordance with these Registry Rules and the PD Agreement (as applicable), Withdraw a Carbon Credit that has not been Retired. Reasons for Withdrawal may include if Totality forms a reasonable belief that an Applicable Standards Body revokes the accreditation or approval of the underlying Project that generated the Carbon Credit. Once a Carbon Credit is Withdrawn, the Carbon Credit may not be sold and Transferred or Retired, and the Totality Registry will not permit any such actions. Withdrawal of a Carbon Credit is irreversible and terminates the Services with respect to such Carbon Credits.
- (b) The Withdrawal of Carbon Credits as per Section 10(a) does not mean that the Carbon Credit will be De-Listed. It is within Totality's sole discretion to De-List a Carbon Credit.

11. Dispute Resolution.

(a) Notice of Dispute.

- i. Between Member and Totality. If Member has a complaint with Totality or any act or omission of Totality in its capacity as operator of the Totality Registry, Member agrees to first contact Totality to attempt to resolve any such Dispute amicably.
- ii. Between Members. If Member has a Dispute with another Member, Member must promptly notify Totality of the nature of the Dispute, the identity of the Members and other parties to such Dispute, the Projects and/or Carbon Credits involved in the Dispute, and the status of resolution of the Dispute. Member must provide a copy of this notice to the other Member party(ies) to the Dispute.
- iii. Between Member and Another Person. Totality may receive notice of a Dispute with respect to any Member, Project, or Carbon Credits from any Person, Governmental

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Authority, or Applicable Standards Body. Totality will provide Member with a copy of this notice to the extent permitted to do so by Applicable Law.

- iv. **No Joinder of Totality.** Member agrees not to join Totality in any Dispute resolution, litigation or arbitration of any Disputes between Member and another Member or between Member and another Person. Totality shall have no obligations or liability in respect of any Dispute to which it is not a party or in respect of any Losses incurred related to any such Dispute.
- (b) **Disputed Designation and Totality Rights.** Carbon Credits and Projects subject to a Dispute may be designated as Disputed by Totality without prior notice to Member. In addition, if Totality forms a reasonable belief that Member has engaged in fraudulent, unethical, or illegal activity in connection with the Totality Registry, Totality, the Services, the Carbon Credits, or any Project, Totality may, in its discretion, make an update to the designation of relevant Carbon Credit, or otherwise make a notation on the Totality Registry accessible by other Members indicating the Dispute, the Disputed Projects, and/or Disputed Carbon Credits. In the event Totality receives notice of a Dispute with respect to a Member's Carbon Credits, Totality may suspend the purchase and sale, Transfer, and Retirement of such Carbon Credits until the Dispute is resolved. If the Member is the PD of a Project that is the subject of the Dispute, or the Carbon Credits of such Project are the subject of the Dispute, Totality may also refuse to accept Carbon Credits from such Project for Listing until the Dispute is resolved. Member acknowledges and agrees that Totality may exercise these rights without liability to Member for any Losses suffered by Member as a result, and these rights apply even if Totality is not a named party to the Dispute.
- (c) **Resolution Efforts.** Member agrees to provide Totality with any and all information requested by Totality with respect to any Dispute to which Member is party.
- i. **Pre-Mediation.** Except where injunctive or other equitable relief is sought, the parties to the Dispute - whether Totality and Member, or between Members - must use reasonable, good faith efforts to resolve the Dispute within thirty (30) days of such Dispute arising. If the parties to the Dispute cannot resolve the Dispute within such thirty (30) day period, each Member involved in the Dispute agrees to submit the Dispute to formal mediation before filing any lawsuit or pursuing arbitration against the other Member(s), or Totality, as applicable. If a Member fails to submit the Dispute to mediation, then the Member agrees that its claim or action seeking damages must be dismissed by the court or arbitrator, as applicable.
 - ii. **Mediation Process.** Mediation shall be requested in writing. The mediator shall be designated by the International Institute for Conflict Prevention and Resolution. The mediator shall conduct the mediation as he or she determines. The parties to the Dispute shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the Dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for any party to the Dispute in any later proceeding relating to the Dispute. The mediation proceedings shall not be recorded or transcribed. Each party to the Dispute shall bear its own costs in the mediation. The parties to the Dispute shall share equally the fees and expenses of the mediator. If the parties to the Dispute have not resolved the Dispute within ninety (90) days after written notice beginning mediation (or a longer period, if such parties agree to extend the mediation), the mediation shall terminate and the parties to the Dispute may seek all remedies available to them under

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the Terms of Service, at law or in equity.

- (d) **Totality Response to Dispute Resolution.** All Members agree that Totality shall maintain the status quo in the event of any Dispute until Totality is instructed by a Governmental Authority, Applicable Standards Body, or mutual agreement of the Disputing parties to take an action. Upon receipt of notice of resolution of the Dispute signed by all parties to the Dispute and describing the nature of the resolution, Totality will take such actions as necessary to cause the Totality Registry to effect the resolution of the Dispute, which actions may consist of: (A) removing the Disputed designation from the Carbon Credits and/or Projects that were in Dispute; (B) Withdrawing such Carbon Credits; (C) in accordance with an executed Purchase and Sale Agreement of such Carbon Credits; (D) placing or removing such Carbon Credits in/from a Buffer Account; or (E) removing from the Totality Registry such Projects. Member acknowledges and agrees that Totality may take any of these actions without liability to Member for any Losses suffered by Member as a result.

12. Indemnification of Other Members.

- (a) In addition to Member's indemnification obligations under the Terms of Service and any Agreement executed by Member, Member agrees to indemnify, defend, and hold harmless each other Member and the Users of such other Member (collectively, the "**Indemnified Party**") from and against all proceedings, actions, claims, demands, and Losses incurred, directly or indirectly, in connection with or by reason of, or in any way relating to, arising out of or attributable to Member's Carbon Credits, and Projects (if any), Member's use of any portion of the Totality Registry or the Totality Website, Member's breach of the Terms of Service, these Registry Rules, or any Agreement, or Purchase and Sale Agreement executed by Member, or Member's violation of the Standard and Methodology, Applicable Law, or the rights of the Indemnified Party or any third Person, including without limitation:
- i. any inaccuracy of a representation or breach of a warranty made by or on behalf of Member or Member's authorized representatives;
 - ii. any failure of any Documentation or any Carbon Credit submitted for Listing by Member or any Carbon Credit, including any Carbon Credit subject to Transfer, to conform with the Terms of Service, these Registry Rules, any Agreement executed by Member, or any Standard and Methodology or requirements of any Applicable Standards Body; and
 - iii. any Dispute between Member and any other Member or third Person with respect to any Purchase and Sale Agreement, any Transfer Instruction, any Project, any Carbon Credits, or any Documentation.
- (b) The indemnities in these Registry Rules are: (i) continuing obligations of Member, separate and independent from its other obligations and survive the termination of the Terms of Service; and (ii) subject to the extent that any such Losses result from the Indemnified Party's acts or omissions.
- (c) The Indemnified Party shall promptly notify Member in writing of the claim and shall not compromise or settle such claim without written consent of Member. Member shall, upon payment of such indemnity, be subrogated to all rights of the Indemnified Party with respect to the claims and defenses to which such indemnification relates. The Indemnified Party may, at its expense, engage counsel to assist in defense of the claim.

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13. Additional Disclosure Rights.

- (a) The Carbon Credits of all Members, in the aggregate, may be publicly displayed and disclosed on the Totality Website or the Totality Registry, provided that each Member's Carbon Credits or the identity of any particular Member will not be identified.
- (b) Totality has the right to publicly disclose the following information related to Withdrawn or Retired Carbon Credits, in such manner (including, without limitation, by inclusion in one or more reports posted on the Totality Registry or the Totality Website) and at such times as Totality may determine in its sole discretion: number of Withdrawn, or Retired Carbon Credits, date of Listing of such Carbon Credits, the date of such Withdrawal or Retirement, and the reason (if any) provided for such Withdrawal or Retirement.

In connection with Member's request to Withdraw Member's Carbon Credits or Project for enrollment on a different registry, Totality may disclose to the Applicable Standards Body and such different registry the Carbon Credits of Member on the Totality Registry subject to Withdrawal and enrollment, the marking on such Carbon Credits, all Documentation supplied by Member with respect to such Carbon Credits, the Project associated with such Carbon Credits, or the Project, and any other information relating to Member, Member's Carbon Credits, the Project, or Member's history on the Totality Registry that Totality determines to be reasonably requested by such Applicable Standards Body or such different registry in connection with the Withdrawal and enrollment process.

14. General Provisions

- (a) Amendment. These Registry Rules and the Services may be amended or modified by Totality at any time at Totality's discretion, including and not limited to for purposes of addressing changes in Applicable Law. Totality will notify all Members of the amendment or modification of these Registry Rules or the Services by email or by notice provided upon login to the Totality Registry. Totality's notice will include the effective date of such amendment or modification. Any such amendment or modification takes effect at the time specified by Totality and without Member's prior consent. By using the Totality Registry after Totality has amended or modified the Registry Rules or Service, Member is deemed to have accepted the amended or modified Registry Rules or Services, as applicable, and to ensure compliance with them by all Users. If Member does not agree with the amended or modified Registry Rules or Services, Member must stop using the Totality Registry. No such amendment or modification shall affect Member's right to close Member's Account and terminate use of the Totality Registry in accordance with the Terms of Service before such amendment or modification becomes effective. Member acknowledges and agrees that Totality shall have no liability to Member resulting from any changes or termination of these Registry Rules or any Services made by Totality.
- (b) Changes in Constitution of Member/Project. The Terms of Service and any PD Agreement are non-assignable by Member. However, a Member or a Project may be subject to a Corporate Change in Control. Members are responsible for notifying Totality and providing information and Documentation as requested by Totality of any such Corporate Change in Control and any changes in the leadership or executive group of such Member or related to such Project. Totality reserves the right to determine whether a Corporate Change in Control of a Member or a Project, or other change in a Member's leadership or executive group, constitutes a material change. All Persons assuming, joining, or

purchasing a Member or a Project in connection with or as the result of a Corporate Change in Control of such Member or Project: (i) must agree to the Terms of Service, Registry Rules, and the PD Agreement, as applicable, (ii) may be required to open new Accounts, including a new Totality Registry Account and transfer the Member's Carbon Credits to such new Totality Registry Account and (iii) must execute all agreements requested or required by Totality to assume all liability and responsibility for the Project, the Member, and its Carbon Credits, and to release Totality from liability in connection with the Project and the Member's Carbon Credits, as applicable, through the date of execution. Totality reserves the right to reject any such Corporate Change in Control and require the Member to close its Account(s), Withdraw its Carbon Credits, and remove its Projects, if any, from the Totality Registry.

- (c) Counsel. Each Member acknowledges and agrees that (a) the terms of the Terms of Service and these Registry Rules, and all matters with respect to the sale, purchase, and Transfer of the Carbon Credits (including matters related to the compliance with Applicable Law), are, and have been, determined solely by such Member;(b) the Terms of Service, these Registry Rules, the Term Mineral Deed, the Well Plugging Activities Covenant, the Right to Enter Agreement and any other documentation provided by Totality do not constitute legal advice; and (c) it has been encouraged to seek independent counsel with respect to the terms and obligations of Member, all other Members, and Totality under the Terms of Service and these Registry Rules.