

TERMS AND CONDITIONS

General Terms and Conditions of Business for the Use of the Online Marketplace www.worldgreenpower.com as well as proof of referral and procurement services of WGP The provider of the services described below is SC Timworkpro SRL (hereinafter called TWP, Str. Zorilor nr. 19, 300601 Timisoara, Romania, represented by CEO Peter Zoltan Albert.

1 Scope

1. These General Terms and Conditions of Business (Terms) apply to
 - the use of the online marketplace “www.worldgreenpower.com” operated by TWP.
 - the proof of referral and procurement services of TWP in correlation with the planning and installation of, trading with and the procurement of services all to do with photovoltaic systems. It is of no significance whether the procurement services or proofs of referral are recorded in one or more documents or consist of the information of the online marketplace and/or other communication in part or in whole.
2. “CUSTOMER” in the meaning of these provisions is any natural or legal person or entity or legally responsible (also partially) partnership registered by TWP and having received access data from TWP.
3. Hereby Terms and Conditions of Business of TWP are exclusive. Contradictory or deviating terms and conditions of a party to the contract shall be dissented. The deviating Terms and Conditions of Business shall be without effect unless TWP has expressly agreed to their validity.

2 Registration, Conclusion and Period of Contract, Termination

1. In order to use the TWP online marketplace, every customer can use the online marketplace. The contract between TWP and the CUSTOMER is concluded by consent to hereby Terms and Conditions.
2. The contract shall be concluded for an unlimited period and can be terminated by either party with one month’s notice to the end of the month. Giving notice has no effects on obligations with fixed period of validity agreed upon per contract (e.g. the obligation to pay commission as per §7 of these provisions).

3 Specification of Services

1. TWP provides the CUSTOMER an online marketplace with a protected area for communicating, verifying and rating as well as preparing conclusions of contracts which are connected with the selling and/or buying of so-called “objects for sale”. The term “objects for sale” can be construed extensively. These include (a) project rights for photovoltaic systems and wind parks, (b) photovoltaic systems and wind parks to be installed in the future and (c) photovoltaic systems and wind parks already completed in part or whole as well as combinations of objects to be subsumed under (a) to (c). The term “project rights” stated in the preceding sentence is also to be construed extensively and describes every kind of transferable legal position related to the planning and installation of a photovoltaic system and/or wind park. This includes, for example, approvals, surveys, studies, technical plans, contracts of use or contracts relating to the acquisition, the manufacturing or supplying of individual parts or assembly groups of a photovoltaic system under public or private law.
2. Registered CUSTOMERS can either offer objects for sale as a provider (called “PROVIDERS” on the online marketplace) or read such offers as requesters (called “REQUESTERS” on the online marketplace). REQUESTERS can send offers or questions directed towards PROVIDERS via TWP. TWP passes these questions and offers on to the respective PROVIDERS. It is not possible for REQUESTERS to contact or negotiate with PROVIDERS directly until TWP has released the respective project documents.
3. TWP is not a contractual party to the sales agreements between PROVIDERS and REQUESTERS. These sales agreements solely bind the involved PROVIDERS and REQUESTERS. The purchase agreements shall be concluded and settled outside the online marketplace provided by TWP. TWP do not submit any offers to conclude a purchase agreement in their own name and do not accept any offers by the CUSTOMERS to conclude a purchase agreement on their own account.
4. TWP are not the owners of the objects for sale offered on the online marketplace or owners of the legal positions offered. TWP have no influence on the settlement of the contracts concluded between the CUSTOMERS of the online marketplace. TWP are not responsible for the suitability of an object for sale for a certain purpose assumed by a USER or for the success a buyer strives for with the object for sale supplied/promised by the seller. The same applies to possible defects of title of quality of the subject matter of the contract.

4 General Conditions of Use/Confidentiality of Information

1. The services rendered by TWP to the CUSTOMER (c.f. the regulation provided in § 3 of the Terms) and information are for the CUSTOMER'S own direct use only and shall be treated strictly confidentially. The CUSTOMER is not permitted to disclose data and information obtained via TWP about persons, partnerships, products, projects, offers or companies to third parties or to do business with the data without express permission from TWP. Should the CUSTOMER represent operating or investment companies, he/she shall have the possibility of naming these companies when registering as a CUSTOMER. The companies named and represented by the CUSTOMER are then no longer regarded as third parties in the sense of this provision.
2. The CUSTOMER is obliged to inform TWP immediately of all changes to his/her address, personal or company details (in particular the legal status of the company or company name).
3. The access data issued by TWP for the use of the online marketplace must be kept away from third parties and protected against unauthorized access.
4. Within the framework of statutory provisions, the CUSTOMER is responsible for all unlawful acts and/or those contrary to contract committed by the use of his/her access data. The CUSTOMER must inform TWP of every misuse of his/her access data after acquiring knowledge of the same without undue delay so that TWP can block the access data.

5 Special Terms for Providers

1. A PROVIDER has the possibility to place information about the objects being offered for sale on the online marketplace. The PROVIDER must place all of the objects offered for sale in the correct category and describe them appropriately and in full. In particular, he/she is obliged to indicate possible conditions, rights of withdrawal and other restrictions. Objects offered for sale are described in the fields intended for this purpose by entering project information. In addition, PROVIDERS provide further project documentation. The PROVIDER must provide all information necessary for the customer to make a decision. This includes, in particular, all transportation-related properties and characteristics which increase the value of the object offered for sale as well as any restrictions and circumstances which may influence the value of the object offered for sale. TWP are not obliged to verify the PROVIDER'S information. No information may be entered into the boxes for

project information allowing direct contact with the respective PROVIDER (such as telephone or fax numbers, e-mail addresses, website addresses, etc.) or which is suitable for finding out such information.

2. TWP reserves the right to check over every offer before being advertised on the online marketplace and to refuse or discontinue the advertisement.
3. Should the object offered for sale have been sold as a whole or in part or no longer be available as a whole or in part for other reasons, the PROVIDER is obliged to delete his/her offer from the platform or modify it without due delay. Should changes to the object offered for sale be made or occur, these must be made known by rectifying the project information and project documentation on the online marketplace without delay, yet within 5 days at the latest.
4. A breach of the afore-mentioned obligations shall lead to the blocking and to the exclusion from the TWP services. 5. The PROVIDERS undertake to inform TWP about the conclusion of subsequent business transaction with CUSTOMERS of their own accord and to provide full information about any subsequent business transactions upon first request by compiling an extract from a book where necessary.

6 Special Terms for Requesters

1. In order to become registered as a REQUESTER, a REQUESTER must announce and prove his/her buying interest to TWP.
2. After his/her registration, a REQUESTER can view the project information of the objects being advertised, which are being offered on the online marketplace.
3. The registration, however, does not enable the REQUESTERS to view the protected project information that is available for every project. The REQUESTER may request that the protected project documentation is released to him/her for each individual object for sale and that the contact details of the PROVIDER be revealed to him/her. After reviewing and positive decision over this application by TWP, the REQUESTER is given the right of access to the project documentation of the respective object for sale as soon as the REQUESTER has paid the service charge described in § 7 Section 1 via an online payment process or as soon as it has been invoiced to him/her. In the scope of reviewing the application for release, the CUSTOMER will be informed about how much the service charge shall be as per § 7 Section 1 and how much the subsequent commission shall cost in the event of purchasing the object as per § 7 Section 2 and 3.
4. TWP shall establish contact to the PROVIDER of an object for sale upon the REQUESTER'S application, which had been released for the REQUESTER as per § 6 Section 3.

5. The PROVIDERS and other CUSTOMERS of the online marketplace are not allowed to use the information and data made accessible to them by the use, in particular data pertaining to projects, contacts, offers or products, either in return for money or not for purposes other than the own as per contract or for third-party purposes. This applies in particular to publishing, distributing, disclosing, storing or copying offer and address data, to have this done by third parties or to participate in such acts, either in return for money or not. A breach of this obligation to secrecy and confidentiality shall lead to claims for damages amounting to the full commission as per § 7 Sections 2, 3 and 7, TWP would have been entitled to upon procurement or proof of the object made accessible to the third party by the CUSTOMER, against the CUSTOMER responsible for the breach of contract. Nor is the CUSTOMER allowed to send advertising, have advertising sent or to participate in the same to registered CUSTOMERS without their express permission in advance. A breach of the above-mentioned obligations shall lead to the blocking and to the exclusion from the TWP services. As the case may be, confidentiality agreements existing between the REQUESTER and TWP shall remain unaffected to the same extent as continuously existing obligations to pay commission as per § 7.
6. If the REQUESTER is given the same offer from another source prior to TWP providing proof, the REQUESTER must inform TWP in writing of this prior knowledge upon presentation of the evidence within 10 days. If this remains undone, the objection to the prior knowledge shall be excluded and the claim to commission upon providing proof TWP has shall remain irrespective of the prior knowledge. The claim to commission TWP has from successful procurement services shall result irrespective of any prior knowledge the REQUESTER may have.

7 Service Charge, Procurement/Referral Commission, Subsequent Commission

1. For the release of protected project documentation to REQUESTERS, TWP shall invoice a **service charge** (processing fee/ protection fee, cf. also § 6 Section 3). The amount of the **service charge** for each project results from the price list. The **service charge** shall be paid by an online payment process or invoiced prior to releasing the project documentation.
2. For the establishment of a contact between PROVIDERS and REQUESTERS and for business transactions resulting from the contact, TWP shall also invoice commission to the buyer of an object offered for sale in the sense of § 3 of these Terms.

3. The amount of commission is calculated on the basis of the installed module capacity or that to be installed. It will be calculated as per the price list valid on the maturity date (§ 7 Section 4) and published on the website www.MilktheSun.com. The module capacity to be installed is based on the available plant plans. Should there be no plant plans available, the module capacity to be installed will be estimated together with the PROVIDER on the basis of the site-related conditions and data and published in the project information.
4. The commission TWP is entitled to is due and earned after one or more contracts (e.g. development cooperations, option contracts, sales contracts, works contracts or contracts for work and material, etc.) covering the object offered for sale bought via the TWP platform or another of the PROVIDER'S photovoltaic projects.
5. All prices stated in these Terms, the price list and in individual offers are to be understood net. Statutory VAT will be added.
6. Should the fulfillment of an effectively concluded contract between PROVIDER and REQUESTER fall through, the claim to commission TWP shall remain unaffected. This also applies if one or both parties withdraws from the contract, annuls the concluded contract afterwards or contests it.
7. The obligation to pay commission also remains for every follow-up transaction between the REQUESTER and the PROVIDER the USERS conclude within five years of the date of conclusion of an initial transaction proven or procured by TWP. It is of no significance whether the follow-up transaction takes place via the online marketplace. The commission for follow-up transactions to be invoiced amounts to 100% as per the regulations in Sections 2 and 3 for the first two transactions following the initial transaction as well as 50% of the commission to be determined for all further transactions as per Sections 2 and 3. The CUSTOMERS undertake to inform TWP about the conclusion of subsequent business transactions and to provide full information about any subsequent business transactions upon first request by compiling an extract from a book where necessary.

8 Responsibility for Contents and Claim to Exemption

1. TWP is merely the operator of the online marketplace. They merely enable the CUSTOMER to publish his/her own offers on it. TWP are not obliged to check the contents of the offers or their legal admissibility prior to their placement. TWP do not adopt the information provided there to their own.

2. Solely the CUSTOMER is responsible for his/her offers and contents and information placed on the online marketplace. The CUSTOMER is obliged to observe applicable law when placing on the online marketplace. This applies in particular with regard to the selection, design and placement of the offers as well as the conveyance and publication of the project information and project documentation. The CUSTOMER must ensure that no rights are violated by his/her actions. His/her publications may not violate protection acts, criminal laws or regulatory laws or third party rights (in particular commercial protection rights such as patent, trade mark, labeling or name and personality rights), irrespective of the nature.
3. The CUSTOMER undertakes to release TWP from all claims by third parties – irrespective of the nature – which are connected with the publication of data and offers he/she has provided. The obligation of release covers claims for damages and reimbursement of expenses as well as the reimbursement of costs for legal defence (e.g. court fees, lawyer's fees and where applicable patent lawyer's fees), TWP pays to defend claims and demands asserted against TWP based on information published by the CUSTOMER. Upon demand of TWP, the CUSTOMER must make appropriate advance payments of these release claims.

9 Refusal and Removal of Data Base Entries/Blocking the Account

TWP reserve the right to block a CUSTOMER'S offers and/or his/her access data if the CUSTOMER violates the provisions of these Terms, offends moral decency, applicable law or third-party rights or if TWP have a justified interest in blocking the CUSTOMER. The acceptance of new offers takes place at the discretion of TWP.

10 Special Provisions covering the Limitation of Liability of TWP

1. TWP are not liable for the correctness and/or completeness of the information, tips, advice or recommendations contained on their websites or made accessible by them.
2. Furthermore, all liability of TWP is excluded for damages based on the incorrect transfer of data, a loss of data or an incorrect reproduction of a data base entry after entering it, to the extent that these are not damages caused by intentional or grossly culpable behaviour by TWP, their legal representatives or vicarious agents.

3. TWP are only liable towards companies in the meaning of § 14 German Civil Code for damages if and to the extent that the legal representatives or executive staff of TWP behave intentionally or grossly culpably, apart from in the case of breach of essential contractual obligations (obligations whose observance and fulfillment enable the proper settlement of the contract in the first place and in which the party to the contract may trust under consideration of all circumstances of the individual case). The preceding limitation of liability applies for the reimbursement of indirect damages, in particular for losses in profit. In the scope of the afore-mentioned limitation rule, TWP is liable to the extent of damages typically foreseeable upon conclusion of the contract.
4. The afore-mentioned limitations of liability and exemptions do not apply for claims from the Product Liability Act, damages from injury to life, body, health or mandatory liability rules or in the event of intentional or grossly culpable behaviour.
5. TWP are not liable for failures of hardware or software on the servers which are for the operations or administration of the online marketplace, indirect failures such as the destruction of the CUSTOMER'S data on local systems, the passing on of viruses, non-availability, damage to hardware and software on the CUSTOMER'S local EDP system. The CUSTOMER has no claim to the completeness, correctness or restoration of data (e.g. in the event of destruction of the data bases used for the operation of the online marketplace). This only applies insofar as TWP cannot be blamed for intent or gross culpableness.

11 Right of Withdrawal for Consumers

If the CUSTOMER is a consumer in the meaning of § 13 German Civil Code ("Consumers are, in the meaning of § 13 German Civil Code, natural persons, who enter a business relationship for a purpose which can neither be ascribed to a commercial nor a self employed professional activity"), he/she is entitled to a statutory right of revocation, which we thus dutifully state as follows:

CANCELLATION POLICY FOR THE RENDERING OF SERVICES

Right of Withdrawal

You may withdraw your contractual declaration within two weeks without stating any reasons in writing (e.g. letter, fax, e-mail). The period commences upon receipt of this policy in writing, yet not before conclusion of the contract nor before fulfillment of our obligations to provide information as per § 312 c Section 2 German Civil Code in combination with § 1 Section 1, 2 and 4 German Civil Code Ordinance On The

Obligation To Provide Information as well as our obligations as per § 312 e Section 1 S. 1 German Civil Code in combination with § 3 German Civil Code Ordinance On The Obligation To Provide Information. The period of withdrawal shall be deemed observed if the notice of withdrawal is sent in time. The notice of withdrawal must be addressed to SC Timworkpro SRL, Str. Zorilor nr. 11, RO-300601 Timisoara, Romania, E-mail info@worldgreenpower.com

CONSEQUENCES OF WITHDRAWAL

In the event of an effective withdrawal, mutually received goods and services are to be returned and, as the case may be, benefits received from us (e.g. interest) are to be surrendered. Should you not be able return the goods or services received in full or in part or only in a deteriorated condition, you are obliged to, where necessary, replace the value in this respect. This may lead to the fact that you may have to fulfil the contractual obligations to pay until the withdrawal nevertheless. Obligations to reimburse payments must be fulfilled within 30 days. The period shall commence for you upon sending your notice of withdrawal or the subject-matter, for us upon receipt of the same.

Particular Notes

Your right of withdrawal shall expire prematurely if, upon your express request, the contract has been fulfilled completely by both parties before you have exercised your right of withdrawal. END OF THE CANCELLATION POLICY

12 Place of Fulfillment and Court of Jurisdiction/Applicable Law

1. The place of fulfillment of all obligations from or in relation to this contract, in particular for payment and delivery, is Timisoara, Romania, if the CUSTOMER is an entrepreneur.
2. Substantive law of the Romania shall apply for this contract under exclusion of the UN Convention on Contracts for the International Sale of Goods.
3. If the party to the contract with TWP acts as an entrepreneur, if he/she is a corporate body under public law or a special fund under public law, Timisoara, Romania, is the court of jurisdiction for all disputes arising from the business relationship with the CUSTOMER: Insofar as the jurisdiction does not imperatively deviate by law, a chamber for commercial matters at County Court Timisoara, Romania is to be responsible for the first instance.

13 Amendments to these Terms, Severability Clause, Contractual Language

1. TWP reserve the right to amend these Terms at any time without stating any reasons. The CUSTOMER shall receive the amended terms by e-mail at least two weeks before they come into effect. Should the CUSTOMER not contradict the validity of the new Terms within two weeks after receiving by e-mail, the amended Terms shall be regarded as accepted.
2. Should individual provisions of these Terms be ineffective in part or in whole or lose their validity later on, the validity of the remaining Terms and the contract as a whole shall remain unaffected by this. The ineffective provision shall be replaced by a provision by means of which the whole purpose of the ineffective provision is reached in a legally effective manner as far as legally and economically possible. The same applies for possible gaps in the regulations.
3. The contractual language is German. The original of these Terms was written in German. The Terms may be translated into other languages. For the business relationship between TWP and the CUSTOMER and the interpretation of individual clauses, the German version is decisive in all events.

TWP Date: February 2016

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. I ENTER INTO THIS AGREEMENT VOLUNTARILY, WITH FULL KNOWLEDGE OF ITS EFFECT.

Signature:

Date: