

Climate Action Hub End User Agreement

This Climate Action Hub End User Agreement ("End User Agreement") is a legal agreement between User (the individual using the Services (defined below), and any legal entity on whose behalf User is acting) (hereinafter, the "User"), and Natural Capital Partners Europe Limited ("Natural Capital Partners") in connection with User's use of the Services (as defined below) on the terms and conditions of Agreement.

By accepting this Agreement by checking the "**I Agree**" box shown on the Climate Action Hub, User agrees to be bound by the terms of this Agreement. If User is entering into this Agreement on behalf of a company or other legal entity, User represents that User has the authority to bind such entity and its Affiliates (as defined below) to the terms and conditions of this Agreement, and in which case the terms "User" herein shall refer to such entity and its Affiliates. IF USER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, USER MUST IMMEDIATELY CEASE ALL USE OF THE SERVICES.

ALL USE OF THE SERVICES SHALL BE SUBJECT TO THE TERMS AND CONDITIONS ENTERED INTO BETWEEN NATURAL CAPITAL PARTNERS AND USER AND THE LEGAL ENTITY ON WHOSE BEHALF USER IS ACTING AND THE DATA SUBMISSION APPLICABLE FOR THE SERVICES (COLLECTIVELY, THE "COMMERCIAL AGREEMENT"). THE TERMS AND CONDITIONS OF THE COMMERCIAL AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT, AND ANY REFERENCE TO "AGREEMENT" SHALL ALSO REFER TO THE COMMERCIAL AGREEMENT.

1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Brand Guidelines" means the document published by Natural Capital Partners from time to time (and incorporated in the Services) entitled "Communicating CarbonNeutral[®] certification guidelines", which provides guidance to licensees in connection with the correct communication, format, layout and legal requirements of the CarbonNeutral[®] trademarks.

"CarbonNeutral[®] Certification Period" shall mean the Period that commences no later than nine (9) months after the Footprint Data Period and for which User (a) has entered User's applicable GHG Emissions data, consistent with the terms and conditions of The CarbonNeutral Protocol (including without limitation, the CarbonNeutral[®] certification parameters set forth therein) and (b) have elected to offset the corresponding GHG Emissions to net-zero, purchased the applicable quantity of Carbon Instruments, and accordingly applied such Carbon Instruments toward the establishment of the applicable Certification Period.

"CO₂e" means the base reference for the determination of global warming potential of Greenhouse Gases in units of carbon dioxide determined in accordance with the methodologies, procedures, formulae, assumptions and information selected by Natural Capital Partners and its Suppliers.

"Carbon Instrument" means evidence of either (a) a unique identification of Emissions Reduction verified and issued to a Third Party Standard in accordance with the methodologies and procedures set out in the rules that govern such Third Party Standard or (b) Emission Rights.

"Emission Rights" means any right, interest, credit, entitlement, benefit or allowance to emit (present or future) GHG Emissions that may be created under any regulatory or legal regime.

"Emissions Reduction" means the removal, limitation, reduction, destruction, avoidance, sequestration or mitigation of GHG Emissions.

"Emissions Reduction Project" means any activity or project that does, or is expected to, result in the issuance of a Carbon Instrument.

"GHG Emissions" means emissions of Greenhouse Gases measured in CO₂e.

"Greenhouse Gases" or "GHGs" means the six gases listed in Annex A to the protocol to the United Nations Framework Convention on Climate Change ("UNFCCC") adopted in New York on May 9, 1992 at the Third Conference of the Parties to the UNFCCC in Kyoto, Japan on December 11, 1997, as amended from time to time.

"Roundel License" shall have the meaning set forth in Section 2(b)(v) below.

"Footprint Data Period" means a wholly distinct 12-month period for which User has entered its GHG Emissions data applicable to any such 12-month period.

"Retire", "Retired" or "Retirement" means that in connection with a Carbon Instrument, the action taken by Natural Capital Partners or its designee to document that such Carbon Instrument has been removed from commercial circulation (a) on their respective books and records and (b) on the third party registry maintained for the Third Party Standard applicable to such Carbon Instrument.

"Service Commencement Date" shall have the meaning set forth in Section 2(a) below.

"Services" means service offering provided by Natural Capital Partners to User pursuant to the Commercial Agreements, including any service offering used by User through Natural Capital Partners' website, including, without limitation, any carbon footprint calculation services and the service of procuring Carbon Instruments.

"Suppliers" means any third party licensors, service Natural Capital Partners, suppliers and vendors engaged by Natural Capital Partners in connection with the delivery and fulfillment of the Services and procurement of Carbon Instruments.

"tCO₂e" means a quantity of metric tonnes of CO₂e.

"Term" shall have the meaning set forth in Section 2(a) below.

"The CarbonNeutral Protocol" means the published standard and requirements that a party must achieve in order to be designated with the CarbonNeutral[®] certification roundel, which standard and requirements have been developed by Natural Capital Partners in consultation with its independent advisory group comprised of non-governmental organisations, scientists, academics and businesses.

"Third Party Standard" means an Emissions Reduction quality standard governed by an independent organisation. This includes but is not limited to the Clean Development Mechanism, Joint Implementation, the Verified Carbon Standard and the Gold Standard.

2. USE OF SERVICES

(a) Services Generally. User has the right to use the Services for the period specified by User in User's data submission for the purchase of the Services (together with any renewals

thereof, the "Term") succeeding acceptance of this End User Agreement (the "Service Commencement Date") in consideration of the applicable fees paid for use of the Services (the "Certification Fees"). Natural Capital Partners will Retire, or cause its designee to Retire, all Carbon Instruments purchased by User as soon as commercially practicable following User's payment in full.

(b). Carbon Instrument Services

(i) In connection with any Certification Period(s), User will purchase Carbon Instruments through the Services, equivalent to User's applicable, aggregate GHG Emissions for such Certification Period(s), and apply such Carbon Instruments toward the establishment of the Certification Period(s).

(ii) When purchasing any Carbon Instruments through the Services, User will designate a project portfolio type for the Carbon Instruments from the then available project portfolios, and pay a fee at the corresponding prices set forth in the Services at the time of purchase. The Carbon Instruments purchased by User through the Services will (a) result from one or more Emissions Reduction Project(s), to be designated by Natural Capital Partners in its sole and absolute discretion, in accordance with the project type selected by User.

(iii) For the sake of clarity, User shall not acquire any rights of ownership in any Carbon Instruments purchased through the Services at any time. Any such Carbon Instruments may be used by User solely for the application of reducing the GHG Emissions of eligible Footprint Periods, which may or may not be used toward the establishment of a Certification Period(s).

(iv) If and to the extent that User purchases Carbon Instruments through the Services, equivalent to User's aggregate GHG Emissions for a Certification Period, then the Services shall make available to User a CarbonNeutral® certification roundel (each, a "Roundel") together with a corresponding certificate, applicable to such Certification Period. With respect to such Roundel, Natural Capital Partners hereby grants to User a limited, non-exclusive, non-transferable, non-assignable, terminable license (each, a "Roundel License") to use each such Roundel for User's advertising and other promotional purposes, effective from the point in time that the Roundel is made available to User by the Services until the date that is one (1) year thereafter (the "Roundel License Term"), provided that, the license is conditioned upon User certifying that: (a) all information provided by User, through the Services or otherwise, is complete and accurate (including without limitation, in accordance with The CarbonNeutral Protocol) and that Natural Capital Partners may rely on such information in determining User's eligibility as a CarbonNeutral® company, CarbonNeutral® event and/or CarbonNeutral® business travel and a licensee of the CarbonNeutral® certification roundel; (b) and any use of the Roundel by User shall be in accordance with the Brand Guidelines of Natural Capital Partners. For the sake of clarity, (a) the Roundel License Term shall be extended by renewal of the Services and the Term in connection with any Certification Term(s) appropriately established by User during the Term but any new Certification Term(s) appropriately established by User during any renewal of the Services and the Term shall be subject to the provision of additional data and the corresponding purchase of Carbon Instruments by User, as set forth hereunder and (b) the Certification Fees does not include the fees and costs for purchasing Carbon Instruments (hereinafter, "Instrument Fees").

(c) Termination; Survival. Without prejudice to any other rights, Natural Capital Partners may terminate the Services and this End User Agreement if User fails to comply with the terms and conditions set forth hereunder. This Section 2(c) and the obligations under Section 4 (Ownership and Intellectual Property), Section 5 (Data), Section 6 (Warranty Disclaimer), Section 7 (Limitation of Liability), Section 9 (Confidentiality) and Section 10

(General), as well as any obligations to make payments of fees and other amounts accrued prior to termination, shall survive any termination of this Agreement.

3. FEES

(a) The Certification Fees, Instrument Fees and/or Carbon Instrument project types. Changes shall be incorporated into the Services (as applicable) and applied to User, if ever, solely on a prospective basis. Natural Capital Partners will provide User with notification (which may, in Natural Capital Partners' sole and absolute discretion, be provided electronically by notification during User's use of the Services, email, or otherwise) of any change to the Fees then applicable to User.

(b) The Services, any trademark and Roundel License(s), and Natural Capital Partners' Retirement of any Carbon Instruments on User's behalf are each expressly subject to Natural Capital Partners' receipt from User of the applicable fees paid in full. There shall be no refunds for any amounts paid hereunder including without limitation the Fees and any amounts paid for the Carbon Instruments.

(c) At any time, in their respective sole and absolute discretion, Natural Capital Partners may change All Fees and fees payable for Carbon Instruments, if applicable, are exclusive of any applicable taxes, including without limitation, sales, use, value-added, and withholding taxes, which shall be added at the rate and in the manner prescribed by law, from time to time and shall be payable by User.

4. OWNERSHIP AND INTELLECTUAL PROPERTY

(a) All rights, title and interest in the Services (including, without limitation, any software programmes used by Natural Capital Partners and its Suppliers in connection with the Services) belong to and shall remain vested in Natural Capital Partners and its Suppliers, as applicable. User acquires no rights in the Services except where expressly granted in this End User Agreement.

(b) User shall not (i) attempt to duplicate, modify or distribute any portion of the Services; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form any of the Services, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties; or (iii) use the Services to provide services to third parties; or (iv) transfer, temporarily or permanently, any of User's rights under this agreement; or (v) attempt to obtain, or assist others in obtaining access to the Services, other than as provided in this End User Agreement. Unauthorised use may subject User to severe civil and criminal penalties.

(c) Except as expressly stated herein, this End User Agreement does not grant User any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services.

(d) User hereby assigns to Natural Capital Partners all right, title and interest to any suggestion, enhancement request, recommendation, correction or other feedback provided by User relating to use and operation of the Services.

(e) User shall take all reasonable steps to ensure that no unauthorised persons have access to the Services, and to ensure that no persons authorised to have such access shall take any action which would be in violation of this Agreement. Such steps shall include, but shall not be limited to, imposing password restrictions on use of the Service, securing the User's network on which such Services resides from outside intrusion, preventing the making of unauthorised copying of the Services, and administering and monitoring use of

the Services. User shall promptly report to Natural Capital Partners any actual or suspected violation of this Section hereof and shall take such further steps as may reasonably be requested by Natural Capital Partners to prevent or remedy any such violation.

5. DATA

(a) All rights, title and interest in User's data that User enters into the Services ("Input Data") belongs to and shall remain vested in User. It is User's responsibility to keep copies of User's Input Data and to take copies of any data generated from User's Input Data through User's use of the Services ("Output Data").

(b) User hereby grants to Natural Capital Partners a perpetual, transferable, irrevocable licence to store, manipulate, transmit, copy, display, sub-license or otherwise utilise User's Input Data and any Output Data in anonymised form for any purpose not restricted to the performance of this End User Agreement, including but not limited to providing industry and sector based benchmarking of carbon emissions to third parties.

(c) User acknowledges that continued use of the Services by User shall constitute acceptance of the quality of the data captured and/or calculation output via the Services.

(c) User data shall be maintained in accordance with Natural Capital Partners privacy policy.

6. WARRANTY DISCLAIMER

(a) THE SERVICES SHALL BE PROVIDED "AS IS" AND NATURAL CAPITAL PARTNERS AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT, ARISING FROM A COURSE OF DEALING, OR THAT THE SERVICES WILL NOT CONTAIN TECHNICAL INACCURACIES AND BE ERROR FREE.

(b) The results presented in Services represent an estimate of the carbon footprint of User's organisation, business travel or event, covering major greenhouse gas emissions sources for which data were provided. Emissions have been quantified based on the data provided. Although reasonable effort has been made to provide accurate conversion factors, no guarantee can be made as to the accuracy or completeness of the calculations and no verification of the source data has been undertaken. This estimated carbon footprint is compatible with, but not fully compliant with, the requirements of ISO14064-1 or with the GHG Protocol for Corporate Emissions Reporting developed by WRI and WBSCD. A full ISO14064-1 report requires other company and operational information to be provided. The results obtained using carbon footprint calculator offered as part of the Services should not, explicitly or implicitly, be represented as such or as an endorsement by Natural Capital Partners of User's organisation or its activities.

7. LIMITATION OF LIABILITY

USER'S EXCLUSIVE REMEDY AND NATURAL CAPITAL PARTNERS' SOLE LIABILITY WITH RESPECT TO ANY CLAIMS ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE GOVERNED BY THIS AGREEMENT, AND IN ALL CASES NATURAL CAPITAL PARTNERS, ITS AFFILIATES AND ITS SUPPLIERS AGGREGATE LIABILITY SHALL BE LIMITED TO THE FEES ACTUALLY RECEIVED BY NATURAL CAPITAL PARTNERS UNDER THIS AGREEMENT DURING THE TERM OF APPLICABLE SERVICE GIVING RISE TO THE CLAIM OR THE ONE (1) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

IN NO EVENT SHALL NATURAL CAPITAL PARTNERS, ANY OF ITS AFFILIATES NOR ANY OF ITS SUPPLIERS BE LIABLE TO USER FOR ANY DAMAGES RESULTING FROM INACCURACY OF DATE, LOSS OF DATA, LOST PROFITS, LOSS OF USE OF EQUIPMENT OR LOST CONTRACTS OR FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE, EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED, EVEN IF NATURAL CAPITAL PARTNERS AND/OR ITS SUPPLIERS HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. User acknowledges and agrees that the level of the fees under the Commercial Agreement has been set based on the application of the limitations described in this Section 7.

No party excludes or limits liability to the other party for death or personal injury or fraud or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 of the United Kingdom.

8. RIGHT TO MODIFY THE SERVICES

Natural Capital Partners and/or its Suppliers may make improvements and/or changes in the Services and any underlying software programmes described herein at any time.

9. EXPORT CONTROL

The Natural Capital Partners' website domain, the Services, and any associated services may use software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The European Union and the United States also maintain a list of countries which are subject to trade embargoes ("Embargoed Countries") and lists of nationals or residents thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders ("Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, User represents and warrants that User is not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. User agrees to comply strictly with all U.S. and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. User also warrants that User will not use the Services for any purposes prohibited by law.

10. GOVERNING LAW AND DISPUTE RESOLUTION

The governing law of this End User Agreement shall be that of England and Wales excluding: (i) its conflicts of laws principles; and (ii) the United Nations Convention on Contracts for the International Sale of Goods. In the event of a dispute arising out of or relating to this End User Agreement, including any questions regarding its existence, validity or termination, the dispute shall be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules. The appointing authority shall be the London Court of International Arbitration and the number of arbitrators shall be one (1). The arbitrator shall have background and experience relevant to the transaction formalised in this End User Agreement. The arbitration shall be a confidential proceeding, closed to the general public, and will take place in London, England. The language to be used in the arbitral proceedings shall be English. The decision rendered by the arbitrator will be binding upon the parties.

11. GENERAL

(a) Neither this Agreement nor the Services ordered hereunder are transferable by User without the prior written consent of Natural Capital Partners, and any attempted transfer without such consent shall be void and have no force or effect. This Agreement shall inure to the benefit of the parties and their permitted successors and assigns.

(b) This Agreement may be amended or modified only by a writing signed by both parties. Any waiver by a party of any breach of any provision of this Agreement by the other party must be in writing to be effective and shall not constitute a waiver of any subsequent breach of the same or any other provision.

(c) The parties agree that this Agreement, together with the Commercial Agreement, is the complete and exclusive statement regarding the subject matter hereof and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. Except as otherwise provided herein, additional or conflicting terms contained in any standardised form or correspondence of or from User are expressly unenforceable under this Agreement unless such terms and conditions are contained in an amendment to this Agreement duly executed by both parties hereto.

(d) User shall comply with all applicable laws and regulations which may govern the use of the Services, and all applicable foreign laws and regulations, including, without limitation, laws with respect to the privacy and transmission of information and data.

(e) The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

(f) No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

(g) If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

(h) Natural Capital Partners will not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet.