

# **General Terms and Conditions of Delivery and Service of ClimatePartner France ("CP-FR") and ClimatePartner GmbH ("CPG")**

**Applicable as at 01.01.2022**

ClimatePartner France (hereinafter referred to as "**CP-FR**") is a company under French law registered in the trade and companies register of Paris under number 2021B27320 whose registered office is located at 39 avenue Pierre ler de Serbie, 75008 Paris, and ClimatePartner GmbH is a company under German law (hereinafter referred to as "**CPG**") whose registered office is located at St.-Martin-Str. 59, 81669 Munich.

CP-FR and CPG (hereinafter together, "**CP**") offers the delivery and consulting, solutions and compensation services (hereinafter, the "**Services**") to professional clients having their registered office in France (hereinafter, the "**Clients**" or the "**Client**"), excluding consumers.

These General Terms and Conditions of Sale (hereinafter, the "**GTCS**") automatically apply to Clients if they purchase the Services offered by CP; the simple signature of the special terms and conditions of sale automatically implies acceptance of the GTCS, which may be communicated at any time to CP upon simple request by email.

## **I. General provisions**

### **§ 1 Scope of validity**

- (1) The GTCS constitute the basis for commercial negotiations and define the terms and conditions under which CP offers the Services to Clients.
- (2) The GTCS shall apply automatically to all services provided to the Client, including related legal transactions. They shall apply to all future relations between CP and the Client, even if they are not expressly referred to.
- (3) For Offset services as designated in the Offset special terms and conditions, the GTCS and the Offset special terms and conditions shall apply.
- (4) The GTCS apply exclusively to all relations between CP and Clients. CP generally objects to all of the Client's general terms and conditions, even if it has not expressly objected to them in each case. This exclusion applies even if CP provides a service with knowledge of the divergent provisions, unless CP has expressly consented in writing to the exemption.
- (5) Even in the event that a contract is concluded online/remotely or off-premises or for the installation and/or use of software provided by CP (see § 2 paragraph 2 of these GTCS), the Client accepts these GTCS and considers them to be binding without restriction; insofar as separate conditions are included by CP in the conclusion of the contract for the use

of the software or software service, these conditions shall prevail over the GTCS.

- (6) Individual agreements may be entered into with the Client in specific cases, and the latter will pre-empt these GTCS.

## **§ 2 Conclusion of the contract**

- (1) The contract enters into force once CP's offer is signed by the Client or another bilateral contractual agreement has been reached between the contracting parties.

If the Client makes changes to an order, these changes will only be taken into account if CP has confirmed the order in writing or executes it unreservedly.

- (2) The Client may subscribe to certain online services on the CP website after registration and login to the CP software. Orders that a Client enters and saves only in project form are not binding on both parties until a final order is placed with CP. Project drafts made by Client may be deleted by CP without Client consent if they have been stored in the system for more than 30 days without any orders being placed to CP.
- (3) In the event that the Client places orders for third parties, this contractual relationship is not separate from the relationship between CP and the end Client. CP provides its services exclusively for the benefit of the contractual Client, unless explicitly agreed otherwise. Consequently, CO<sub>2</sub> compensation orders are invoiced exclusively between CP and the Client.
- (4) Business Clients with up to five (5) employees who have entered into the Off-Premises Sale Agreement have a period of fourteen (14) days from the signing of the Agreement to exercise their right of withdrawal, without having to justify their decision or bear any costs other than those provided for in Articles L. 221-23 at L. 221-25 of the French Consumer Code.

## **§ 3 Provision of services and cooperation obligations**

- (1) The scope and nature of the services to be provided by CP are defined in the signed offer, in connection with the service description attached to the offer. Changes are only possible by mutual agreement and only in writing
- (2) CP's performance obligation is subject to the cooperation obligations fulfilled by the Client. The Client warrants to CP the accuracy of the data provided or entered by it. CP does not have the means to verify the accuracy of the data provided. Any liability on the part of CP for results obtained on the basis of data provided or entered incorrectly is expressly excluded.
- (3) CP is authorized to subcontract work to affiliates and subcontractors.

#### **§ 4 Completion deadlines, delay in completion and liability for delay**

- (1) Unless otherwise expressly stated in the contract, the performance dates indicated in the contract are approximate only. Any failure by CP to comply with the schedule must be notified in writing by the Client, if the latter intends to challenge CP on the subject.
- (2) Compliance with the delivery deadlines set is subject to the cooperation and timely submission of documents and information by the Client, as agreed or as usually required by the nature of the service. If these prerequisites are not met on time, the deadlines are extended appropriately. Client must bear any additional costs incurred as a result of services being repeated or delayed due to late, incorrect or incomplete information or improper cooperation.
- (3) If the failure to meet the deadlines is due to a case of force majeure within the meaning of French law, CP shall not incur any liability and the delivery deadlines are extended accordingly.

Force majeure means the occurrence of an irresistible, unforeseeable and external event making it impossible to perform all or part of the contractual obligations of either party.

#### **§ 5. Remuneration, taxes and liability for late payment**

- (1) The respective remuneration for services provided by CP depends on the individual order. Unless otherwise agreed, all prices are for departure from the place of delivery, defined as the registered office of CP. All prices are stated exclusive of VAT in Euro, to which shall be added the applicable value added tax. Any withholding taxes, import duties, levies and customs duties for the services rendered by CP shall be borne by the Client. If Client is required by law to deduct or withhold taxes from the compensation payable under these terms and conditions, the compensation payable hereunder shall be increased so that, after having made all necessary deductions and/or withholdings, CP receives an amount equal to the amount it would have received without such deductions or withholdings.
- (2) Expenses and travel costs are not included in the remuneration, but will be invoiced separately.
- (3) Unless otherwise agreed, technical support and consulting services will be invoiced separately.
- (4) The invoice is paid to one of the accounts indicated in the invoice. CP's invoices are payable without deduction no later than fifteen (15) days after the invoice issue date, subject to its proper receipt by the Client. CP is entitled to offset the payments against CP's oldest receivables towards the Client.
- (5) Several CO<sub>2</sub> compensation orders are generally invoiced together on a monthly basis. By way of derogation, CP reserves the right, at its

discretion, to individually invoice very low (up to €50) or very high order values. In all cases, invoicing shall take place no later than December of each year.

- (6) In the event of late payment and payment of the sums due by the Client after the period set above, and after the payment date shown on the invoice sent to it, late-payment penalties calculated at the legal interest rate shall, automatically and by operation of law, accrue to CP, without formality or prior notice.
- (7) If, despite reminders, the Client is late paying or if so-called insolvency proceedings are initiated against the Client (safeguard, conciliation, receivership, judicial liquidation, etc.), CP is authorised, subject to the application of rules contrary to public policy, to temporarily suspend any other service to which it has committed, to make all amounts due immediately payable and to only provide other services against early payment or the provision of a guarantee.

## **§ 6. Intellectual property**

- (1) All intellectual property rights relating to the services provided by CP remain the property of CP. This applies in particular to software provided, know-how, written or electronic information materials, marketing materials, logos, labels as well as media products and any other comparable added value per CP.
- (2) The Client's rights of use are exclusively governed by the respective agreement of the parties and by the provisions of these GTCS.
- (3) Copyright notices, serial numbers and other identifying elements may not be deleted or modified.

## **§ 7 Software services and rights of use**

- (1) Unless otherwise agreed, CP provides software or software services in the version of the software currently distributed by CP (hereinafter collectively referred to as the "**Software**") in CP's availability zone (from the dedicated interface) for its use by the Client via the Internet (Software as a Service or Cloud Service model). The scope of the services, the nature, the intended use and the terms of use of the contractual services are set out in the respective service description. The Client represents that it has enquired about the essential functional characteristics of the Software and bears the risk of knowing whether the Software meets its wishes and needs; in the event of doubt, it must ask CP or a competent third party for advice before concluding the contract.

Any additional services, such as the development of customised solutions or necessary adaptations, require a separate contract. In particular, any integration of software into Client's systems and/or software environment,

or direct integration into Client's website for use by end users, shall only take place if separately agreed in the respective individual order.

The implementation of a functional software environment - and also taking into account the additional load related to sufficiently sized tools - as well as, for example, a sufficient connection to the Internet is the sole responsibility of the Client.

CP does not guarantee the uninterrupted availability of the Software. In the event of accessibility interruptions for which CP is responsible, CP shall make all technically and economically reasonable efforts to restore accessibility quickly. In the event of a only insignificant reduction in the suitability of the services for contractual use, Client may not claim any right to compensation; a lack of availability of the Software up to five (5) full days cumulated per contract year is considered an insignificant reduction in service.

In the case of a corresponding individual order (§2), the Client may access the software via the Internet during the term of the contract after activation or, if agreed, after full payment of all costs, and use the functionalities associated with the software in accordance with the contract by means of a browser or - if part of the service - another appropriate application (e.g. mobile "application"). The software may only be used by the Client or the maximum number of users agreed, if applicable, and only for the purposes agreed in the contract. The Client is not granted any other rights, in particular over the software itself or over the infrastructure services provided in the relevant IT centre. Any use beyond this framework requires the prior written consent of CP.

- (2) In particular, the Client must not use the software beyond the agreed scope of use, or have it used by third parties or make it accessible to third parties. In particular, Client may not temporarily reproduce, sell or transfer, rent or lend software or parts thereof. Client must take appropriate precautions against unauthorized access by third parties. In particular, access data must be kept secret. In addition, Client must refrain from any measure that would unreasonably encumber the stability of the infrastructure used by CP for the operation of the software, in particular the installation of automated extraction procedures as well as the performance of load tests, etc.
- (3) CP is entitled to take reasonable technical measures to protect itself against any use by the Client that does not comply with the contract.
- (4) In the event that a user exceeds a use under the terms of the contract or in the event of an unauthorised transfer of use, the Client must, upon request, promptly provide CP with all information available to it to assert claims based on the use contrary to the terms of the contract.
- (5) CP may revoke the Client's access authorization and/or terminate the agreement if the Client exceeds, without CP's consent, the use authorized or violates the protection rules against unauthorized use. Revocation of the

access authorisation alone does not constitute termination of the contract. CP may only continue to revoke access without termination for a reasonable period of time, not exceeding three months.

- (6) CP remains entitled to claim remuneration for use beyond the agreed use, even if this behaviour constitutes a fault attributable to the Client.
- (7) The Client has the right to have access authorisation and the possibility of access restored provided it has proven that it has ceased use in breach of the contract and that it has prevented any future use in breach of the contract.
- (8) Given that the software made available by CP as a software-as-a-service is subject to a dynamic development process, the Client is informed that new services may be added and that existing services may be modified during the term of the agreement. CP will notify Client of updated releases and relevant adjustments. The legitimate interests of use of the Client will be taken into account.
- (9) As a precautionary measure, the Client is no longer authorised to use or access the software at the end of the contract.

## **§ 8 Liability**

- (1) CP is not liable for any damages (direct, indirect, material, immaterial, consequential or otherwise) that the Client may suffer in connection with the services provided by CP to the Client in connection with the performance of the contract.
- (2) This disclaimer under clause 8.1 shall not apply in the event that:
  - a) Serious contractual breach ("faute grave") by CP;
  - b) Non-compliance by CP with the contractual guarantees granted by the latter for the benefit of the Client;
  - c) Culpable injury to life, body or health, attributable to CP.
- (3) This Limitation of Liability also applies to the personal liability of CP's employees, representatives, bodies and other collaborators as well as its enforcement agents.

## **§ 9 Liability for Clearing Services**

CP's liability with respect to clearing services is governed by sections 14 to 17.

## **§ 10 Term and termination of the contract**

- (1) The contracts may be fixed-term and, in this case, the term of the respective contract depends on the specific terms and conditions of the contract.

Unless otherwise stipulated in the individual mandate, the contract shall be automatically renewed for the period specified in the specific terms and conditions of the contract, unless the contract is terminated in writing with four (4) weeks' notice before the end of the contract period.

If a period of more than one year is stipulated in the special terms and conditions of the contract, the contract shall be renewed each year for a period of one year, if the contract is not terminated in writing with notice of 4 weeks before the end of the term of the contract.

- (2) The contracts may be for an indefinite period and, in this case, they may be terminated by either party by giving three months' notice at the end of the month.
- (3) Termination of the contract requires written form.
- (4) Insofar as the preparation and provision of documents have been agreed in the specific terms and conditions of the contract, CP shall provide them to the Client without being asked to do so at the latest at the end of the contract.

## **§ 11 Confidentiality and designation as Client reference, inclusion in databases**

- (1) Parties commit to use all internal technical and commercial information (e.g. prices, costs, etc.) obtained under the contract, including information exchanged or made available in connection with the use of the services and/or obtained in connection with access to the services (hereinafter collectively referred to as "information") solely for the purpose and under the provisions of these GTCS, and to treat them confidentially and not to make them available to third parties without the prior written consent of the other party.
- (2) The above obligations do not apply to information for which the receiving party can prove:
  - (a) that it became aware of it prior to receipt; or
  - (b) was publicly available prior to receipt; or
  - (c) that they had become accessible to the public after receipt without it being responsible, or
  - (d) that they were made available to it at a given time by a third party without any obligation of confidentiality, or
  - (e) that they have already been developed independently by the receiving party, in which case independent development must be proved in writing.

- (3) The foregoing confidentiality and non-disclosure obligations shall survive termination of any contract.
- (4) The Client grants CP the revocable right to use the activity and transmission data obtained by the Client when using the services in anonymous form even after the end of the contract, in particular to include them in CP's databases and also to commercially exploit them. It is expressly specified that CP's data protection obligations under these GTCS remain unchanged in all other respects.
- (5) In addition, Client grants CP the right to include Client in ClimatePartner's Client reference lists and to name Client as reference. For this purpose, Client grants CP a simple right to use its company name and logo. Client may revoke this right to CP at any time with effect for the future.

## **§ 12 Protection of personal data**

- (1) In the context of the performance of the GTCS, the parties may be required to communicate personal data, which will be subject to the applicable personal data protection laws.
- (2) To the extent that CP has access to personal data of the Client or the Client's domain, CP shall act exclusively as a processor and shall only process and use such data for the purposes of performing the contract. CP will comply with Client's instructions for processing such data. The Client must bear all the negative consequences of these instructions for the performance of the contract. Client must agree with CP details of the processing of Client data by CP in accordance with the requirements of data protection law.
- (3) The Client remains the party responsible both in the contractual relationship in general and in terms of data protection law. If Client processes personal data (including collection and use) in connection with the agreement, Client warrants that Client is authorized to do so in accordance with applicable provisions, including the provisions of data protection law, and in the event of a breach, Client shall indemnify CP against any third-party claims.
- (4) In any event, the Client is responsible for the processing (including the collection and use) of the personal data, which assumes full responsibility for it.
- (5) CP undertakes to put in place all means to ensure the confidentiality and security of the Client's personal data to which it may have access, so as to prevent their damage, erasure or access by unauthorised third parties.
- (6) Access to the Client's personal data is strictly limited to the staff of CP or, where applicable, its subcontractors, subject to the same obligations as CP. The latter are subject to a confidentiality obligation and may only use



the Client's personal data in accordance with the agreements entered into with them and the applicable legislation.

- (7) CP warrants that Client data will be stored exclusively within the territory of the Federal Republic of Germany, in a Member State of the European Union or in another Contracting State of the Agreement on the European Economic Area, unless otherwise agreed.
- (8) The Client may also, for legitimate reasons, object to the processing of data concerning it by CP by contacting the latter at the address indicated above or at the following email address: info@climatepartner.com.

Where applicable, a complaint may be lodged with the CNIL, the competent authority for the protection of personal data at the following address:

French Data Protection Authority  
3 Place de Fontenoy  
TSA 80715  
75334 PARIS CEDEX 07

### **§ 13. Final provisions**

- (1) The place of performance of all CP deliveries and services is CP's registered office, unless expressly agreed otherwise in the relevant individual order.
- (2) All CP communications with Client must be made electronically, to the extent legally permissible. CP reserves the right to choose another form, subject to informing the Client thereof.
- (3) These GTCS and all contractual relations between the Client and CP are governed by French Law excluding the United Nations Convention on Contracts for the International Sale of Goods.

They are written in French. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

- (4) In the event of a dispute arising from the contractual relationship between CP and the Client, the parties shall endeavour to resolve their dispute amicably. The first party to act shall notify the other of the existence of a dispute, by registered letter with acknowledgement of receipt.

The parties shall then have thirty (30) calendar days from the first presentation of said letter to attempt to reach an amicable agreement.

In the absence of an amicable settlement under the conditions set out above, the dispute shall be submitted to the Commercial Court of Paris, including in the event of multiple defendants.

- (5) The invalidity of one or more provisions of this agreement shall not affect the validity of the remainder of the agreement. The contracting parties undertake to replace the invalid individual contractual provisions with a valid provision that comes as close as possible to the economic purpose

pursued by the invalid provision. Until such a settlement has been reached, the invalid provision is replaced by a settlement that comes as close as possible to the economic purpose of the invalid provision. The same applies in the event of a gap in the contract requiring additional information. Ineffective provisions of the T & C are replaced by the corresponding legal provisions.

- (6) Modifications and additions to the respective individual order are only effective if they have been expressly agreed by both parties (CP and the Client); the provisions of § 1 paragraph 5 apply.
- (7) CP expressly reserves the right to modify the provisions of its general and special terms and conditions at any time and without indicating the reasons. CP will notify Client of any changes to its terms and conditions by email in a timely manner prior to the changes taking effect. Changes are deemed accepted unless Client objects to the changed terms within six weeks. In its notification email, CP shall inform the Client separately of the six-week period and the legal consequences of acceptance in the absence of an objection.

## **II. Special conditions relating to compensation**

In addition to articles 1 to 13 of the general conditions, the following provisions apply to the field of compensation:

### **§ 14 Purpose of the Clearing Services Agreement**

- (1) CP offers its Clients, by individual contract (§ 2) on the basis of a service contract, compensation for the CO<sub>2</sub> emissions of the Client or its end Clients, known as CO<sub>2</sub> (Offset) compensation.

CO<sub>2</sub> certificates according to these GTCS are verifiable emission reductions from verified climate protection projects.

A prerequisite for acceptance of the individual order by CP is the order of a minimum quantity of 1 kg of CO<sub>2</sub>/order by the Client. In the event that this minimum quantity is not reached, CP reserves the right to round up the quantity ordered to the minimum quantity in order to be able to represent technically and thus carry out compensation.

### **§ 15 Performance of the contract**

- (1) The CO<sub>2</sub> compensation PC service is carried out by the selection, purchase, accounting, as well as the contractual decommissioning of CO<sub>2</sub> certificates for the Client based on recognised climate protection projects. CP guarantees that a sufficient quota of appropriate issue certificates is available for the contractually agreed CO<sub>2</sub> compensation. If the Client has not given any other specifications for the selection of CO<sub>2</sub> certificates, CP shall make the selection at its own discretion.
- (2) The issue reduction credits issued have a value within the meaning of the exchange of issue rights. To ensure that each certificate has only one use, it is downgraded by CP. If a certificate is downgraded, no other transfer of this certificate is possible. Downgrading is carried out by CP at periodic intervals. At the respective key date, the quantity sold of the respective project is downgraded collectively.
- (3) The Client has no right to the personal collection of CO<sub>2</sub> certificates, or to the purchase or other defined use of certain emission reduction certificates. According to this contract, the Client will only receive a decommissioning confirmation to compensate for the quantity of CO<sub>2</sub> agreed per contract.
- (4) CO<sub>2</sub> certificates are received by CP, administered and downgraded in a recognised register. This formally demonstrates the reduction and offsetting effect of greenhouse gases.
- (5) CP does not guarantee that the CO<sub>2</sub> emission certificates of a specific climate protection project will be available at all times (debt in stock), unless a fixed number of emission certificates to be set aside for a very specific climate protection project has been contractually agreed and the

Client has expressly stated that it will the selected climate protection project.

- (6) In all other cases where the selected CO<sub>2</sub> certificates cannot be delivered, CP reserves the right to make CO<sub>2</sub> compensation by declassifying comparable, equivalent or higher value CO<sub>2</sub> certificates. This may in particular affect climate protection projects whose development or verification phase takes longer than expected and therefore cannot be used for timely compensation.
- (7) The definitive decommissioning of the CO<sub>2</sub> emission certificates included in the clearing order will only take place after full payment.

### **§ 16 CP's responsibility for climate protection projects**

- (1) The CO<sub>2</sub> savings achieved through climate protection projects represent an external service provided by the operator of the climate protection project concerned, for which CP assumes no own responsibility. Third-party services are services that are not part of the services to be provided by CP itself or its performance agents, but services whose performance depends on third parties and over which CP has no direct influence.
- (2) With regard to these third party services, CP's liability is strictly limited to the careful selection of third party services and the performance of contracts with third party suppliers (purchase and downgrade of issue certificates). To this end, CP enters into appropriate legal contracts with the project operators.

Although CP only selects projects whose operators are deemed trustworthy and are contractually obliged to comply with fixed standards (for example, the Gold Standard), specific success in reducing emissions or a concrete and verifiable quantity of saved greenhouse gas emissions cannot be guaranteed by CP. If a project is found to be unable to reduce CO<sub>2</sub> emissions as agreed, CP will not continue to use this project for CO<sub>2</sub> compensation, but will use certificates from another appropriate climate protection project.

- (3) CP carefully verifies projects used for CO<sub>2</sub> compensation based on information and documents provided by project operators and certification or verification bodies. CP is not responsible for the accuracy of the information made available to it by the certification body or project operators, or information contained in the brochures regarding emissions caused and emissions reductions achieved, or other project information. In addition, CP is not responsible for the accuracy and completeness of project verification by independent verification bodies.

### **§ 17 Client's liability**

- (1) The Client warrants to CP the accuracy of the data provided or entered by it. CP cannot verify the accuracy of the data provided. Any liability on the

part of CP for results obtained on the basis of data provided or entered incorrectly is expressly excluded.

- (2) The Client may not mark as such contracts that have actually been made climate neutral. If CP determines that the volume of products or services marked as climate neutral exceeds the order volume recorded in the calculation software, then it is authorised to invoice the Client for certificates in the corresponding volume. CP is allowed to estimate in good faith the amount of emission rights if the company does not cooperate. In addition, CP reserves the right to claim damages for any loss incurred by CP due to a culpable breach of its obligations by the Client - e.g. through misuse of the symbolism of labelling.

### **III. Agreement on the use of trademarks**

#### **§ 18 Granting of trademark rights for CP trademarks**

- (1) To the extent agreed in the individual order, CP provides the Client with CP labels (e.g. CP logo/bookmark and/or CP labels/badges) with CP protected brands for the Client's cooperation with CP and/or for contractual CO compensation orders<sub>2</sub> in accordance with the applicable guidelines for the use of CP labels for Clients, in particular on the basis of the applicable ClimatePartner labels guide. Client receives the right of use in connection with the respective CP label(s) and specifically authorized use for its advertising and external communication in connection with cooperation with CP and related services in the area of climate protection.
- (2) The Client is therefore permitted, within the applicable conditions of use and the scope agreed in each case, to affix the CP label(s) specifically permitted on the products or product groups and the quantities respectively permitted and on their packaging, to market the products thus labelled and to use them for advertising purposes. The same applies to the licensed company or group of companies. The CP label may only be used in the specifically authorised form and according to the specified graphics and colours and in accordance with the provisions of the current ClimatePartner Label Guide. The use of the CP label is notably subject to the additional requirements relating to the specification of the monitoring identifier applicable in the label.
- (3) The Client receives a simple, non-transferable right of use, limited in terms of space and content, to CP labels, and whose use over time is limited to the duration of the contract. The license is limited to the goods and services and territories specified for the respective individual order. Any modification of the CP brands or combination with other brands and brand elements is not permitted. Any modification and graphic or other processing is only permitted with the written consent of CP.
- (4) The transfer of rights or sublicensing by Client (including to affiliates) is not permitted and requires the prior approval of CP. The right of use itself may also not be transferred to another product, company or other third parties. In particular, no electronic image file or copy thereof may be transmitted to third parties in any form whatsoever or used for non-certified products, divisions or subsidiaries.
- (5) The use of climate neutrality labels ("climate neutral") is reserved for specific use. They may only be used if the Client has compensated CO<sub>2</sub> by CP, in the agreed quantity and period and for the agreed quantity of products, goods or services, companies or parts of companies that are otherwise climate neutral.

The offsetting of emissions and climate neutrality thus obtained are traceable by means of a tracking system through identification numbers

assigned to the Client accordingly. The CP "climate neutral" label contains this tracking identification, which can also be used by Client's Clients and other third parties to check compensation. The CP label must therefore be used in a binding way in accordance with the CP label guide, indicating this identification number.

The right of use automatically expires in the event of non-payment of the compensation order by the Client despite a reminder by CP and the unsuccessful expiry of the period (occurrence of the condition subsequent).

Misleading labelling, e.g. labelling a product, product group or quantity with an incorrect label, or with a label that suggests compensation that exceeds the actual order, is not permitted. The label cannot therefore be affixed or used if the product or product group or quantity produced, the service in question or the company, has not been made climate neutral or has been insufficiently so. In these cases too, the right of use expires with the consequence of illegal use.

- (6) Client is required to use the CP brands and document use in a real, quantitative and objective form, broken down by the respective types of use, and to prove it to CP once a year without being asked to do so. CP will provide an appropriate form for this purpose upon request.
- (7) At the end of the contract, the right of use granted automatically expires and the Client can no longer continue to use the respective CP brands. If, in the normal course of business, there are still residual stocks of already printed materials, in particular product packaging or correctly marked advertising media, the Client is granted a maximum period of use of three (3) months after the end of the contract. However, this period of use only applies to the extent and for as long as the Client's company or the product, product group or quantity of products concerned are still climate neutral. The Client must provide proof thereof without delay at the request of the PM. For all companies and products that no longer need to be assessed as climate neutral pursuant to CP's guidelines, Client must immediately remove all CP marks from all corporate packaging and presentations or corporate materials and advertising and immediately cease all use for sales and advertising purposes beyond such marks.

## **§ 19 Warranty and defence of the trademark**

- (1) CP guarantees that it is the owner of the brands specified in the CP Label Guide.
- (2) However, CP does not guarantee the legal validity, unassailability or commercial usability of the trademarks. In addition, CP does not guarantee that the use of logos and trademarks does not infringe the rights of third parties.

- (3) The Client must immediately inform CP of all trademarks used within the territorial framework of the licence - which may be combined with the CP trademarks - as well as of all infringements concerning these CP trademarks. CP decides at its discretion to defend its signs, labels and trademarks against third-party attacks.

CP will support the Client by providing information to the best of its ability to defend its claims.

The Client undertakes to allow CP, upon request, to defend the rights to the labels and CP in its entirety and to grant it all the powers of attorney necessary for this purpose. The Client must first coordinate extra-judicial declarations, legal steps and settlement negotiations with CP with regard to the CP labels used.

- (4) The contracting parties shall each bear half of the costs incurred for any extrajudicial or judicial action agreed in advance on the basis of the legal fee schedule. Paragraphs 1 to 3 of § 19 of this contract apply accordingly in the event of third-party attacks on the trademarks.
- (5) Even in the event of third-party attacks on the CP brands, Client's obligation to pay the agreed usage fee remains in effect as long as the use of the CP brands remains possible for Client. In this case, the Client is not entitled to a refund of the usage fee already paid.

## **§ 20 Legal consequences of unlawful use**

In the event of a breach of the terms of use, CP is entitled to revoke the authorization to use and to terminate the authorization to use. Notwithstanding this right to terminate the authorization to use without notice and other rights to which CP may be entitled in the event of a breach of the terms of use, CP may assert rights arising from its trademarks if Client breaches the following provisions:

- Period of use of CP marks, in particular CP labels/badges and/or CP logos/bookmarks,
- the form of the registration under which the trademarks may be used,
- the type of goods and services for which authorization for use has been granted,
- the territory on which the brands can be displayed,
- compliance of goods produced or services provided by the Client using the brands, in particular with regard to compliance with climate neutrality requirements.

Other rights arising from the breach of the contractual and legal provisions due to the unauthorised use of the trademarks against the Client, in particular with regard to injunction, information and damages, are not affected by this provision.