

## ClimatePartner UK Ltd. General Terms and Conditions for the supply of Services

These General Terms and Conditions apply to all contracts for the supply of services ("Services") by ClimatePartner UK Ltd at Sweden House, 5 Upper Montagu Street London, W1H 2AG United Kingdom ("CP") to the addressee ("Customer") named in the offer letter ("Offer Letter") from CP and countersigned by, or on whose behalf the Offer Letter is countersigned under due authority for, the Customer, or as otherwise provided herein and to any extension or amendment thereof, supplementary supply or any future similar such supply. No other provisions, amendment or variation to these General Terms and Conditions is valid for the supply of the Services unless agreed in writing by the Customer and CP.

### 1. Definitions

The following words and expressions used herein have the adjacent meanings:

Agreement	The agreement between CP and the Customer for the provision of the Services comprised of the countersigned Offer Letter with attached Description of Services and these General Terms and Conditions including TM Licence.
certification	The process of certifying that, during a specified time period, a project has achieved the GHG emission reductions as reported by the verification process relating to that project.
certifying standards body	A standard and certification body that maintains rules and reference standards applying to verified GHG emission reduction projects with a methodology for project development and a registry system, such as for example, the Gold Standard.
ClimatePartner Group	ClimatePartner UK Ltd., its parent company and its associated companies.
ClimatePartner Label Guide	The manual for Customers how to use labels, logos and other marks or Trade Marks licensed by CP under a TM Licence and accessible by the Customer online by a digital link.
CO <sub>2</sub> certificate	A certificate in either written or electronic form evidencing the verified mitigation (through avoidance, reduction or sequestration) of the



number of tonnes of carbon dioxide equivalent greenhouse gas (CO<sub>2</sub>-eq GHG) specified therein by a project certified as satisfying the criteria for registration by a certifying standards body globally recognised for such purposes.

CP	ClimatePartner UK Ltd., Sweden House, 5 Upper Montagu Street London, W1H 2AG United Kingdom (or such other address as may be advised in writing)
Customer	The entity or organisation countersigning or on whose behalf is countersigned under due authority the Offer Letter, and in the case of negotiation and transacting taking place electronically 'countersigning' includes by clicking 'Accept' or 'Buy' on the CP website or by downloading and installing or otherwise using the CP software in relation to the entity's or organisation's business.
Default Rate	An annual interest rate equal to the most recently published Consumer Price Index (CPI) figure for London plus 1.5% p.a.
Description of Services	The document headed 'ClimatePartner Description of Services' attached to the Offer Letter.
Event of Default	As defined in clause 8.1
Force Majeure	Any occurrence of one or more of the following or comparable events or circumstances which are beyond the reasonable control of the affected Party acting (and having acted) in accordance with prudent operating practice and which results in or causes the failure of the affected Party to perform any of its obligations under the Agreement: (i) the occurrence of lightning, explosion, storm, fire, flood, earthquake or accumulation of snow or ice (except to the extent that any of the same arise from an electrical or mechanical breakdown at the Party's premises); (ii) act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion or public demonstration, provided that lack of funds shall not be treated as a Force Majeure; or (iii) national or regional emergency; injunctions, strikes, lockouts, labour trouble or other industrial disturbances (regardless of the reasonableness of the demands of labour); pandemic restrictions.



Intellectual Property	The right to any concept, product or process developed by a Party, including copyright in all software, documents, data, information, specifications and other materials and all Trade Marks.
Minor Defect	Deficient operation in or unavailability of the software provided as part of the Services for up to five (5) days per year of the Term.
Offer Letter	The letter from CP addressed to the Customer, including the Description of Services attached thereto, setting out the Services CP offers to provide and the fee or fees the Customer by countersigning accepts and agrees to pay CP to provide the Services.
Party	CP and the Customer are each a Party and together, the Parties, to the Agreement.
Services	The services consist of those services listed in the Offer Letter.
Software as a Service or Cloud Service Model	CP provides the Services as software or software services (in either case, in the then-current release version) within the area over which CP has control (being from the interface between the data centre and the internet) for use by the Customer via the internet.
Term	The period for which the Agreement continues as set out in the Offer Letter.
Third Party	A person or entity not being: (i) CP or a member of ClimatePartner Group; (ii) the Customer; or (iii) otherwise a Party to this Agreement.
Trade Mark	The marks, symbols, badges, labels, insignia or other signs owned by and/or registered in the name of CP the right to the use of which the Customer becomes entitled to in accordance with this Agreement and in particular, in accordance with clause 10 of these General Terms and Conditions (where TM Licence is defined).
verification	The periodic review and ex post determination by an entity recognised for such purposes, of the GHG emission reductions from a project in accordance with the requirements of a certifying standards body globally recognised for such purposes.



## **2. Interpretation**

Unless expressly stated otherwise, in the interpretation of the Agreement:

- (a) singular includes plural and vice versa, words importing gender include every gender, as the context requires, persons include natural persons and corporate persons, their successors and assigns;
- (b) references to any legislative or similar instrument include any amendment or re-enactment to or in substitution for it;
- (c) the Offer Letter forms part of the Agreement provided that in the event of any inconsistency between the Offer Letter and these General Terms and Conditions, the Offer Letter prevails;
- (d) references in this Agreement to documents 'in writing' or being 'written' includes both delivery of hardcopy form and electronic communication of the document as a signed Portable Document Format (PDF) file, unless CP has notified the Customer, or the context requires, otherwise.
- (e) headings used herein are for convenience of reference only and are not to affect the construction or meaning or to be taken into account in interpreting the Agreement.

## **3. Services**

3.1 CP agrees to supply the Services to the Customer on and subject to this Agreement.

3.2 CP's obligation under Clause 3.1 is subject to the Customer fulfilling all its obligations under this Agreement.

3.3 Any additional services such as development of Customer-specific solutions or necessary modifications to software are subject to specific written agreement between the Parties.

3.4 Integration of CP software into the systems and/or software environment of the Customer, or directly into Customer's website for use by third party end users is subject to specific written agreement by CP.

3.4 CP will use reasonable endeavours to ensure the timeliness of delivery of the Services.

3.5 Invoicing by CP:

- (a) is in British Pounds sterling;
- (b) expenses incurred by CP in providing the Services including agreed travel costs may be invoiced by CP separately to the fee for the Services;



(c) technical support and advisory services as agreed may be invoiced by CP separately to the fee for the Services.

3.6 This Agreement does not constitute an agency. CP is and remains an independent contractor and nothing herein shall be construed to create a relationship of partnership, parent and affiliate, or employer and employee between the Customer and CP or between the Customer and any of CP's employees.

3.7 CP may add to, alter or modify elements of the Services during the Term of the Agreement in the course of software upgrades that CP may undertake from time to time, provided only that CP will provide reasonable notice to the Customer of the upgrade and take reasonable account of the Customer's legitimate interests under the Agreement in carrying out the upgrade.

3.8. In the event that the Services or any part thereof are made available online on the CP website, Customer orders saved in draft form are not valid until a final order is placed and CP may delete drafts stored on the CP website for more than 30 days without a final order having been placed by the Customer.

#### **4. Payment**

4.1 The Customer agrees to pay CP all amounts invoiced for the Services in accordance with this Agreement.

4.2 All payments for Services are due and payable in full without any deduction whatsoever within fifteen (15) days of the date on the invoice. Any withholding tax, import duties, levies, taxes, customs or other duties levied in relation to the Services are for the Customer. In the event of deductions being applied, the Customer is obliged to gross up its payment to the extent necessary to ensure CP receives full invoiced amount.

4.3 Payment is by bank transfer to the CP account details of which are set out in invoice. CP is entitled to apply any payment received first against the longest outstanding amount due from Customer.

4.4 Invoiced amounts unpaid more than fifteen (15) days after date of invoice ('due date') incur interest at the Default Rate from the due date until the date that payment is received inclusive.

4.5 Any unpaid amounts, payment shortfall amounts, or amounts of Default Interest incurred but unpaid, are recoverable by CP from the Customer as a debt.

4.6 CP may at its option issue a single invoice to the Customer for Customer's CO<sub>2</sub> certificates under the Offset Services orders (where more than one) on a monthly basis. CP will provide the Customer with an annual statement of account in relation to Offset Services orders not later than December in each year of the Term.



## **5. Obligations and responsibilities of the Parties**

5.1 CP will exercise reasonable care, skill and diligence in providing the Services.

5.2 CP will use all commercially reasonable efforts to provide the Services in accordance with any agreed timetable or schedule for delivery of the Services. Nevertheless, any such timetable or schedule remains indicative only and non-binding except to the extent that the Parties have agreed that delivery of a specifically nominated element or elements of the Services are time critical in which case CP will use best endeavours to ensure any such deadline is met.

5.3 Customer must cooperate with and make available to CP in a timely manner all information, data, documents and other details necessary for CP to perform the Services.

5.4 CP does not guarantee the suitability of the Services for any particular purpose or outcome of the Customer. Customer is responsible for assessing the suitability of the Services for any particular purpose or outcome.

5.5 CP does not guarantee that the Customer's hardware and software environment is appropriate for the Services or will function adequately under the additional load due to the provision of the Services including in relation to adequate internet connection. Customer is responsible for establishing a functional hardware and software environment including adequate internet connection to enable proper functioning of the Services.

5.6 In relation to Software as a Service or Cloud Service Model, CP does not guarantee uninterrupted availability of the software. In the event of interruption of software availability, CP will take all technically and commercially reasonable steps within its capacity to restore software availability in a timely manner.

5.7 During the Term the Customer may:

- (a) access the software via the internet;
- (b) use the functionalities associated with the software by means of a browser; or
- (c) use the functionalities associated with the software by means of another suitable application (for example, a mobile 'app'),

provided only that:

- (d) only the Customer or the agreed number of users may use the software and only for the purposes set out in this Agreement;



(e) no further rights to the software or to infrastructure services from the relevant data centre are granted to the Customer over and above those set out in this Agreement;

(f) Customer may not use the software beyond the agreed scope of use in this Agreement and must not permit use of the software by or make the software accessible to any unauthorised Third Party and must not reproduce, sell, temporarily transfer, rent or lend the software or any part thereof and must take reasonable precautions to ensure the software cannot be accessed by unauthorised Third Parties;

(g) Customer must keep software access codes secure from unauthorised Third Parties;

(h) Customer must refrain from action (for example, such as installation of automated call procedures or execution of load tests) that unreasonably burdens stability of the infrastructure used by CP to operate the software.

5.8 Customer must notify CP immediately and, if requested by CP, provide to CP all information relevant to CP taking action in relation to the event, upon becoming aware of:

(a) an end user exceeding the scope of their authorised use; or

(b) unauthorised Third Party use of the software.

5.9 In light of the fact that software made available by CP as Software-as-a-Service is subject to a dynamic development process, the customer is advised that new services may be added and existing services modified during the term of the contract. CP will inform the customer about updated versions and corresponding terms of use. Legitimate interests of the customer in using the service will be given due consideration.

## **6. Representations and Warranties**

6.1 Customer represents, warrants and undertakes:

(a) to cooperate with CP, including responding in a timely manner to any reasonable request concerning the information, data, documents and other details, to facilitate timely delivery by CP of the Services;

(b) that all information, data, documents and other details necessary for CP to perform the Services and provided by the Customer are to the best of Customer's knowledge true and correct in all material respects;

(c) to notify CP immediately upon becoming aware that any information, data, documents and other details provided by it to CP is not true and correct in all material respects;



(d) to bear any and all additional costs due to all or part of the Services needing to be repeated or being delivered after any time critical deadline as a result of deficiency in cooperation by the Customer or incorrect, incomplete or otherwise deficient information, data, documents and other details provided by the Customer;

(e) to immediately notify CP of any change, event or circumstances which may affect or influence the performance of the Services or the Customer's ability to perform its obligations under this Agreement;

(f) that it has familiarised itself with the essential functional features of the software for the Software as a Service or Cloud Service Model and that the Customer bears the risk of whether this corresponds to Customer's requirements or if it is uncertain that it will seek appropriate advice;

(g) not to integrate CP software into the systems and/or software environment of the Customer, or directly into Customer's website for use by third party end users unless subject to specific agreement by CP;

(h) to ensure a safe working environment in the event that any CP employee, subcontractor or representative attends the Customer's premises for the purpose of the Services.

#### 6.2 CP represents, warrants and undertakes:

(a) to deliver the Services in a timely and efficient manner;

(b) that it is not able to independently verify the accuracy, correctness or completeness of any information, data, documents and other details provided to it by the Customer;

(c) to immediately notify the Customer of any change, event or circumstances which may affect or influence the performance of the Services under this Agreement.

#### 6.3 Each Party represent and warrants to the other Party that:

(a) it is duly organised and validly existing under the law of its registration and is qualified to conduct its business in the United Kingdom or in such other country where the Services are provided;

(b) it has the capacity and authority to enter this Agreement;

(c) this Agreement constitutes its legal valid and binding obligations enforceable in accordance with its terms;

(d) by entering this Agreement it will not breach any existing contractual or regulatory obligations;



(e) there are no bankruptcy proceedings or insolvency proceedings pending or being contemplated by it or, to its knowledge, threatened against it;

(f) there are no claims, actions, proceedings or investigations pending or, to its knowledge, threatened against or relating to it before any competent authority that may materially adversely affect its ability to perform this Agreement; and

(g) it is not the subject of any outstanding judgment, rule, order, statement of claim, injunction or decree of competent authority that materially adversely affects its ability to perform this Agreement.

6.4 Each representation and warranty is made at the time of entering this Agreement and deemed repeated upon the date or deemed date for performance of a material obligation of the relevant Party.

## **7. Term and termination**

7.1 Term of this Agreement is set out in the Offer Letter.

7.2 In the event that the Parties do not nominate a specific Term (Agreement being for an indefinite period) then either Party may terminate the Agreement at any time after the initial twelve (12) months on giving not less than three (3) months notice in writing of termination.

7.3 Customer right to access and use the software ceases at the end of the Term or in the event of earlier or other termination by either Party on the date such termination takes effect or in the event of termination upon default by the Customer, CP may withdraw access to the software upon or at any time after giving notice of termination for default.

7.4 Any notice of termination by either Party must be in writing.

7.5 Either Party may immediately terminate this Agreement:

(a) following the occurrence of an Event of Default (after giving effect to any applicable grace period) by the other Party;

(b) in the event of Force Majeure continuing for more than six (6) months;

(c) upon mutual agreement of the Parties.

7.6 To the extent that the Services under this Agreement provide for CP to create and deliver documents to the Customer, CP will do so not later than the date termination takes effect provided only that in the event of an early termination for whatever reason, the documents will be delivered to the Customer in their state of completion as at that date notwithstanding that they may be incomplete.



## **8. Default**

8.1 There is an Event of Default by a Party in the event that:

(a) any representation or warranty made, or deemed to have been made, by that Party in this Agreement proves to have been misleading, incomplete or false in any material respect at the time it was made or repeated, or at the time it was deemed to have been made or repeated, and the damages caused by such misrepresentation or false statement cannot be cured within seven (7) days of notice of failure being given by the other Party;

(b) the Party fails to perform a material obligation or otherwise breaches its material obligations under this Agreement and that failure is not remedied within the period for such specified in the notice of such failure given by the other Party;

(c) the Party:

(i) is dissolved (other than pursuant to consolidation, amalgamation or merger); or

(ii) becomes insolvent (commencement of bankruptcy proceedings) or is unable to pay its debts generally as they fall due, fails generally to pay, or admits in writing its inability generally to pay its debts when they become due; or

(iii) is the subject of an action for winding up, or the appointment of an administrator, receiver, provisional liquidator, trustee or other similar official in relation to its assets.

8.2 For the avoidance of doubt, a Minor Defect does not constitute an Event of Default and does not entitle the Customer to assert any breach by CP under this Agreement or to claim compensation.

## **9. Rights in the event of default**

9.1 CP entitled to take appropriate technical measures to protect against use of the software by the Customer outside the permitted uses under this Agreement.

9.2 If the Customer exceeds its use permitted under this Agreement or otherwise breaches the terms of this Agreement protecting against unauthorised use of the software, CP may:

(a) revoke access authorisation of the Customer thereby suspending the Services; and/or

(b) terminate this Agreement.



9.3 Prior to taking action under clause 9.2, CP must notify the Customer and provide a reasonable period of grace (not less than seven (7) days) within which to rectify the breach.

9.4 Withdrawal of access authorisation pursuant to clause 9.2(a) does not of itself terminate the Agreement and the obligations of the Customer hereunder are continuing notwithstanding that withdrawal of access. CP will reinstate access authorisation to the software upon the Customer establishing to the satisfaction of CP that the authorised use has been stopped and that measures have been put in place by the Customer to prevent such unauthorised use in future.

9.5 Upon becoming aware that there has been an Event of Default, the other Party may give notice to the Party committing the Event of Default calling on that Party to rectify the default and any damage caused thereby within a reasonable period specified in the notice and indicating the consequences of failure to comply with such demand.

9.6 CP will not accept any liability related to the failure by the Customer to comply with its obligations under clause 5.3.

9.7 Subject to the following clause 9.8, the aggregate liability of CP to the Customer, whether in contract, tort or otherwise, in respect of all actions, claims, proceedings, losses or damages or other costs arising from or in any way connected with the Services and this Agreement shall be limited to a maximum aggregate sum equal to the fee payable for the Services hereunder and in any case excludes absolutely claims for loss of profit or turnover.

9.8 Nothing in this Agreement shall exclude or in any way limit either Party's liability:

- (a) for fraud, or
- (b) for death or personal injury caused by either Party's negligence, or
- (c) for any damage caused intentionally by either Party; or
- (d) to the extent provided by any legislative provisions under the governing law and relevant and of direct application to the subject matter of this Agreement.

## **10. Intellectual property including Trade Marks**

10.1 CP retains all Intellectual Property in and to all software, know-how, information, data, or other material whether in written or electronic form and including, but not limited to all marketing documents, logos, labels and



media-related data products provided to, or accessible by the Customer as part of or related to the provision of the Services.

10.2 Customer must not remove, alter or change any copyright notices, serial numbers or other features or markings associated with and for identification of software made accessible under the Services.

10.3 CP may grant the Customer a non-exclusive, non-transferable licence ('TM Licence') to use one or more Trade Marks during the Term. CP warrants that it is the proprietor of any Trade Marks described in the ClimatePartner Label Guide, nevertheless CP does not guarantee the legal validity, non-contestability or marketability of the Trade Marks or that use by the Customer of the Trade Marks will not infringe any Third Party rights.

10.4 Any TM Licence may only be used strictly in accordance with its terms of use, which may include but not be limited to:

- (a) conditions applicable to the particular label, logo, mark of other insignia to which the TM Licence relates (for instance, colour, design or other graphic criteria);
- (b) conditions pertaining to the type of product, packaging, or other material to which the Customer may affix or associate any particular label, logo, mark of other insignia to which the TM Licence relates;
- (c) the type of use, advertising or external communication with which the particular label, logo, mark of other insignia to which the TM Licence relates may be applied;
- (d) the permitted territorial application of the particular label, logo, mark of other insignia to which the TM Licence relates;
- (e) the terms of use and specific licensed form and specified graphic and colour design in accordance with the currently applicable ClimatePartner Label Guide.

10.5 In addition, the following apply to any TM Licence:

- (a) the right of use is granted to the Customer in relation to the relevant Trade Marks (e.g., label(s)), and the specifically licensed use, for its advertising and external communication in relation to the collaboration with CP and the associated services in the field of climate protection;
- (b) Customer is entitled to affix the specifically licensed Trade Marks to the respective licensed products or product groups and batches and their packaging, to market the products so marked and thus to advertise them accordingly;
- (c) use of the Trade Mark (e.g., label) is subject in particular to the detailed requirements for the specification of the applicable tracking ID within the label;



(d) the TM Licence is limited to the goods and services and territories specified for the respective individual order. Modification of the Trade Mark, or combination with other marks and character elements, is prohibited;

(e) use of the climate-neutral label ('climate-neutral') is tied to a specific purpose and may only be used if the Customer has engaged in the CO<sub>2</sub> Offsetting Services (clause 12) by CP, in the agreed quantity, within the agreed period and for the agreed quantity of products, goods or otherwise climate-neutral services, companies or company divisions;

(f) offset of emissions, and climate neutrality realised as a result, is rendered verifiable for the Customer by means of a tracking system and use of ID numbers assigned to the Customer. The Trade Mark label 'climate-neutral' contains this tracking ID, which may also be used by the Customer's customers and other Third Parties to verify the offset. The CP label must therefore be used in accordance with the ClimatePartner Label Guide, stating this ID number;

(g) misleading labelling, e.g. labelling a product or group or batch of products with a false label, or with a label suggesting an offset that goes beyond the actual order, is not permitted. The label may not be applied or used if the product or the product group or batch, the service in question or the company, has not been made climate-neutral or has been made insufficiently climate-neutral. .

10.6 The Customer may not sub-licence a Trade Mark and may not modify, copy, reproduce electronic images copies or copies in any other form the particular label, logo, mark of other insignia to which the TM Licence relates.

10.7 The Customer must keep accurate records of all use of the Trade Mark granted under the TM Licence and provide to CP a written quantitative accounting of all types of use pertaining to the Trade Mark. If the Customer so requests CP may provide a standardised form to be used for such annual accounting.

10.8 TM Licence expires automatically at the end of the Term or upon termination of this Agreement if not already terminated earlier in accordance with TM Licence terms provided only that the Customer may continue to use the Trade Mark for a period not exceeding three (3) months after the date on which the TM Licence ceases in order to use up residual stocks of printed material such as marked product packaging or advertising materials subject to the Trade Mark application still being true and accurate in accordance with its terms meaning that, for instance, a product or product batch to which is affixed a climate-neutral label must still be climate-neutral in fact, otherwise the label may not continue to be used. Any continued usage for such extended period is subject to verification to the satisfaction of CP in the absence of which use of the Trade Mark must cease immediately.



10.9 The Customer will inform CP immediately upon becoming aware of Third Party labels, logos or markings appearing in the territory of use of a Trade Mark by the Customer pursuant to a TM Licence which are similar to or that may infringe the Trade Mark.

10.10 The Customer grants CP a right of subrogation in relation to any action deemed necessary by CP to protect or defend a Trade Mark for which purpose Customer grants CP its power of attorney and in exercising such right CP undertakes to keep the Customer aware of developments affecting its rights under the TM Licence provided only that in the event that the Customer is joined in any such action whether by CP or by a Third Party the Customer must meet its own legal and other costs related to its participation in such action.

10.11 In the event of an action by a Third Party in respect of which the Customer has a CP Trade Mark, the Customer remains bound by the terms of the TM Licence including the obligation to pay any fees payable thereunder for so long as this Agreement and TM Licence remain on foot.

10.12 Any breach of the TM Licence in this clause 10 is an Event of Default for which CP may terminate the TM Licence and this Agreement and in addition recover from the Customer monetary damages in respect of the loss of value of the Trade Marks across all territorial applications suffered by CP as a result of the Customer's breach together with all costs incurred as a result of such breach including but not limited to legal and accounting costs and the cost of all other professional services necessarily incurred by CP and including all costs of injunctive or pre-emptive legal or other anticipatory action to prevent any such breach. A breach includes, but is not limited to, breach of any of the following:

- (a) duration of authorised use is substantially exceeded or used in breach of Clause 10.8. in relation to the CP Trade Marks, in particular the CP labels/badges and/or CP logos/signets;
- (b) form covered by the registration in which the Trade Marks may be used;
- (c) type of the goods or services for which the TM Licence is granted;
- (d) The territory in which the Trade Marks may be used;
- (e) Conformity of the goods manufactured or services provided by the Customer using the Trade Mark, in particular as regards compliance with the requirements for achieving climate neutrality.

## **11. Confidentiality and data protection**

11.1 Each Party agrees to keep confidential and not disclose to any Third Party any technical or commercial information ('Confidential Information') provided to it by the other Party in relation to the Services or for the purpose of this Agreement both during the Term and for a period of forty eight (48)



months after the Term ends (for whatever reason it ends) where technical information includes all product and business data, structuring, models, software or other information concerning that Party's business operations and where commercial information includes prices, costs, or other financial data concerning that Party's business operations.

11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information:

- (a) to a Third Party who is aware of it by other means not in breach of non-disclosure obligations; or
- (b) that has become publicly known other than by breach of clause 11.1; or
- (c) as mutually agreed by the Parties.

11.3 The Customer hereby grants CP the right to:

- (a) use such Confidential Information that relates to activity and emissions data on an anonymised basis after the Term ceases; and
- (b) include the Customer in CP's reference customer lists and to use the Customer as a reference and for this purpose licences CP to use its company name and logo.

11.4 To the extent that CP has access to personal data collected by the Customer, or from the Customer's information technology (IT) platform, the following provisions apply:

- (a) CP will process and use such data only for the purpose of performing the contract;
- (b) CP will follow instructions of the Customer for the handling of such data;
- (c) the Customer shall bear any adverse consequences on the performance of the contract related to such instructions;
- (d) the Customer will reach agreement with CP regarding CP's handling of Customer data in accordance with applicable data protection laws and regulations;
- (e) the Customer remains the controller of personal data for its own purposes both with regard to the general contractual relationship and for purposes of data protection laws and regulations;
- (f) if the Customer processes personal data in connection with the contract (including collection and use), it is responsible for ensuring that it is entitled to do so in accordance with the applicable provisions, in particular provisions of data protection law, and shall



indemnify CP against claims by Third Parties in the event of a breach;  
and

(g) CP remains the controller of personal data collected for its own business purposes in order to provide the Services.

11.5 Further to clause 11.4, the following applies with regard to the relationship between CP and the Customer:

(a) with regard to data subjects, the Customer is responsible for the processing (including the collection and use) of personal data, unless CP is responsible for any claims asserted by data subjects due to a breach of duty for which it is responsible;

(b) the Customer will assume responsibility for reviewing, processing and responding to any enquiries, requests and claims from data subjects: this also applies if a data subject asserts a claim against CP;

(c) CP will assist the Customer to the extent possible within the scope of this Agreement;

(d) unless otherwise advised, CP warrants that customer data will be processed and stored in the United Kingdom and within the European Economic Area;

(e) the Customer consents to CP engaging other processors, in which case CP will advise the Customer;

(f) CP will use appropriate technical and organisational measures to protect personal data which it processes on behalf of the Customer;  
and

(g) CP shall provide data transfers mechanisms under applicable data protection laws.

## **12. Offsetting Services**

12.1 CP will perform Offsetting Services for the benefit of the Customer by purchasing and retiring/cancelling CO<sub>2</sub> certificates representing the number of tonnes of greenhouse gas emissions that the Customer has agreed to offset in a particular time period, for instance, annually. In addition to the other terms and conditions set out in this Agreement, the conditions of this clause 12 apply to Offsetting Services as follows:

(a) the minimum amount for which the Customer may place an order under the Offsetting Services is one kilogram (1kg) CO<sub>2</sub>-eq GHG;



(b) the Customer may specify the project or type of project from which CP should source the CO<sub>2</sub> certificates for the purpose of the Offsetting Services, however, while CP will use best endeavours to do so CP does not guarantee being able to source CO<sub>2</sub> certificates from a particular project or particular type of project in all instances in which case CP will source CO<sub>2</sub> certificates registered by a certifying standards body globally recognised for such purposes as being of comparable, equivalent or not lesser standing;

(c) for the purpose of performing the Offsetting Services for the Customer CP will retain control at all times over the CO<sub>2</sub> certificates from acquisition to cancellation to ensure that the CO<sub>2</sub> certificates cannot be reused, resold or otherwise double-counted whether fraudulently or inadvertently and will provide confirmatory evidence to the Customer in relation to each stage of the Offsetting Services process (that is, including project verification, registry certification, acquisition and retirement/cancellation);

(d) CP will retire CO<sub>2</sub> certificates on behalf of the Customer only after CP receives full payment for the particular CO<sub>2</sub> certificates to be retired.

12.2 If not explicitly agreed otherwise the Customer acknowledges and agrees that CP in general does not own or operate any project from which CO<sub>2</sub> certificates are sourced and as such CP does not guarantee the performance, standard or reliability of any project to generate CO<sub>2</sub> certificates on a continuing basis and in relation to which Customer acknowledges that CP relies on the project operator and other Third Party providers of validation, verification, certification and registration services.

12.3 In any event where a project from which CO<sub>2</sub> certificates are being sourced for the purposes of Offsetting Services under this Agreement is determined by CP to be unable to deliver CO<sub>2</sub> certificates or CO<sub>2</sub> certificates of a particular standard CP will discontinue sourcing from that project and use best endeavours to source CO<sub>2</sub> certificates of comparable, equivalent or not lesser standing.

12.4 CP does not guarantee the reliability or accuracy of mitigation data and other project information supplied to CP by the project operator and other Third Party providers of validation, verification, certification and registration services.

12.5 The Customer represents and warrants that the emissions data and other information relevant to the performance by CP of the Offsetting Services (including licensing the Customer to use climate-neutral Trade Marks) is to the best of the Customer's knowledge and belief true and accurate in all material respects. The Customer authorises CP at the Customer's cost:

(a) to carry out independent verification of data supplied to CP; and



(b) in the event that the Customer emissions volume exceeds the tonnes value of CO<sub>2</sub> certificates proposed to be cancelled in respect thereof for any specific period under the Offsetting Services, to acquire CO<sub>2</sub> certificates to a value necessary to offset the shortfall.

### **13. Miscellaneous provisions**

13.1 Notices. To the extent permitted by law, all communications between CP and the Customer shall be by electronic means. CP reserves the right to choose a different form in individual cases, e.g., hardcopy written form, in which case CP will notify the Customer. Any notice or other communication hereunder shall be written in English, duly signed by the sender's authorised representative and delivered to the address details appearing for the Customer and CP in the Offer Letter, unless a Party notifies other details to the other Party in writing.

13.2 No waiver, rights and remedies cumulative. A failure or delay in exercising any right, power or privilege in respect of this Agreement does not operate as a waiver and a single or partial exercise does not preclude any subsequent or further exercises of that right, power or privilege or the exercise of any other power, right or privilege. Except as may be provided otherwise herein, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

13.3 Severability. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement. Any provision of this Agreement in question that has been declared null and void by an appropriate authority or body is to be replaced by one, which the Parties would have chosen, if the inapplicability of the provision had been known to them. The same applies to any omissions in this Agreement.

13.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof.

13.5 Amendment. Parties can agree to amend or alter this Agreement at any time provided only that any amendment must be in writing signed by duly authorised signatories of each Party.

13.6 Execution in counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument.

13.7 Survival. Clauses 5.7(d)-(h), 9, 10, 11 and 12 of this Agreement shall survive and continue in full force and effect in accordance with their respective terms, notwithstanding any expiration or termination of this Agreement.



13.8 No Third Party Rights. Subject to the rights that may accrue to any successor or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a Third Party, and all Third Party rights implied by law and in particular, the operation of the Contracts (Rights of Third Parties) Act 1999 (UK), are to the extent permissible by law, excluded from this Agreement.

13.9 No Assignment. CP may subcontract all or part of the Services and may assign performance of the Services hereunder to an affiliated company in the ClimatePartner Group. Unless otherwise provided herein, the Customer may not assign its rights and obligations (including the assignment of claims) under this Agreement in whole or in part without the prior written consent of CP.

13.10 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of England and Wales and, for the avoidance of doubt, the application of the United Nations Convention on Contracts for the International Sale of Goods, is expressly excluded.

13.11 Jurisdiction and dispute resolution. The Parties agree that in relation to any suit, action, or proceedings relating to any dispute arising out of or in connection with this Agreement, each Party submits to the exclusive jurisdiction of the English courts. In the event of a breach or any threatened breach by a Party (the 'first Party'), the other Party shall be entitled to have an injunction or restraining order issued by any competent court of equity, without bond, enjoining and restricting the first Party from breaching or continuing any such breach. Such remedy shall not be deemed to be the exclusive remedy, but shall be in addition to all other remedies available at law to the other Party.