

GENERAL TERMS AND CONTRACTING AND USE CONDITIONS FOR USERS OF THE CLIMATETRADE PLATFORM

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INTRODUCTION

In order to provide a comprehensive service in the processes of contracting or use by our Users of services or products (hereinafter the “Users”) through this Platform/Marketplace (hereinafter the “Platform” or the “Marketplace”), the Users must adhere to and fully accept the terms and conditions established in these Contracting Conditions (hereinafter the “Terms and Conditions”, the “Contracting Conditions”, the “Agreement”).

In the event that Users do not agree in whole or in part with what is stipulated in these Contracting Conditions, they must refrain from hiring or using the services or products provided through this Marketplace. Given the importance of the foregoing, the fact that the hiring or use of products or services through this Marketplace implies the acceptance of the Contracting Conditions.

CLIMATETRADE reserves the right to modify, without prior notice, at any time these General Conditions, as well as their configuration, location, and any other general or particular terms, regulations of use, instructions, or notices that may be applicable. Likewise, CLIMATETRADE reserves the right to suspend, interrupt or stop operating the Platform/Marketplace at any time.

ClimateTrade Corp. Sucursal España (hereinafter “CT” or “CLIMATETRADE”) reserves the right to modify, without prior notice, at any time these Terms and Conditions, as well as their configuration, location, and any other general or specific terms, regulations of use, instructions or notices that may be applicable. Likewise, CLIMATETRADE reserves the right to suspend, interrupt, or stop operating the Platform at any time.

OWNERSHIP

These Contracting Conditions regulate the relationship between ClimateTrade Corp. Sucursal España and Users of the CLIMATETRADE brand and websites hosted under the domain names market.climatetrade.com / www.climatetrade.net, as well as its website www.climatetrade.com in the hiring or use by the Users of services or products that CT provides through the Platform and Website.

The Platform is owned by CLIMATETRADE Corp. Sucursal España, a company of Spanish nationality, with C.I.F. W0252886G, with address at Gran Vía Marqués del Turia, 49-5º-4. 46005, Valencia (Spain) and e-mail info@climatetrade.com

PURPOSE

CT operates through its Platform market.climatetrade.com/climatetrade.net, a climate management and financing platform (hereinafter, the “Platform”) in which Users can carry out transactions for the purchase and sale of carbon credits, biodiversity credits, carbon forwards (all together the “credits”) and/or Energy Attribute Certificates (“EACs”), certificates aimed at offsetting and/or neutralizing carbon dioxide (“CO2”) emissions, as well as financing other sustainability projects and make use of other products and services available on the Platform, such as the Climatetrade SaaS for carbon footprint calculation and offsetting (the “SaaS” or the “API”) and those that may be offered in the future.

By accepting these Contracting Conditions, the User declares to have read and understood what is set forth herein and assumes all the obligations. The User must carefully read these Contracting Conditions each time they contract or use any service or product through the Platform, as they may suffer modifications. CT may establish particular conditions for the contracting or use of certain services or products offered through the Platform.

The acceptance of the general conditions implies the reading and acceptance of the particular conditions when, if applicable, the contracting of services or products is subject to particular conditions.

USER REQUIREMENTS

To become a CLIMATETRADE User it will be necessary to meet the following requirements:

1. The services offered at CT are aimed exclusively at people over 18 years of age with full capacity to act to offset their emissions or make contributions through the Platform, in its own name, or as an authorized representative of a company. The User declares and guarantees that he is of legal age and accepts that access and use of the Platform and/ or the contents included in it take place freely and consciously, under his sole responsibility. The owner of the Platform reserves the right to terminate the account of Users whose age of majority is doubtful.
2. Legal entities represented by a duly authorized legal representative who has sufficient powers to represent and sign it on its behalf. All Users must, in any case, be legal representatives of the company or entity, or as authorized persons, on behalf of which they are to operate on the platform. Users also accept to provide any additional data or legal documents that CT may require as part of an internal due diligence or KYC process prior to granting access to the platform.

TYPES OF USERS

For the correct development of its activity, the platform admits different types of Users.

1. Registered Users who voluntarily, or by legal mandate, decide to purchase carbon credits, biodiversity credits, carbon forwards and/or Energy Attribute Certificates, for the offsetting or neutralization of their carbon dioxide emissions and personal carbon footprint or that of the Organization they represent through the Platform. Also, those Users who simply wish to finance and collaborate with environmental projects of great positive impact in the terms expressed above. Also included in this category are registered users who wish to use the services offered by the Prime Calculator and/or SaaS calculation and/or offsetting of carbon footprint of CLIMATETRADE. All of them, hereinafter referred to as the “Buyer”, “Purchaser” or the “Final Customer”.
2. Users registered as promoters or developers of positive environmental impact projects whose projects have credits and/or EACs recognized and validated by the highest international reputational standards such as Gold Standard, Clean Development Mechanism UNFCCC, Verified Carbon Standard or International REC Standard (I-REC Standard), as well as other national registries such as the registry of the Ministry of Ecological Transition and Demographic Challenge of Spain.

Also included in this category will be those developers of consolidated projects with a high positive environmental impact whose activity and environmental benefit is supported and promoted by institutions or organizations of great credibility and reputation. Hereinafter the “Supplier”, the “Developer” or the “Project Developer”. Referred to jointly with the Purchaser, the “User(s)”.

OBLIGATIONS TO BE COMPLIED BY THE USERS OF THE PLATFORM

General Obligations of the Users:

1. The User undertakes to comply with these General Conditions, as well as to comply with the special warnings or instructions contained in the Platform and to always act in accordance with the law, good customs, and the requirements of good faith, using his/her utmost care, taking into account the nature and consideration of the service they enjoy. To this effect, the User shall refrain from using the Platform in any way that may impede, damage, or deteriorate the normal operation of the same, the goods or rights of CT, its suppliers, the rest of the Users, or in general of any third party.
2. The User is entirely responsible for the access and correct use of the Platform in accordance with the provisions of these Terms of Use and subject to the laws in force in Spain, as well as to the principles of good faith, morality, and public order, and with the commitment to diligently observe any instructions that, in relation to such use and access, may be provided to him/her.
3. The User is obliged to make reasonable and appropriate use of the Platform and its contents, as well as the services offered through it according to the possibilities and purposes for which they are designed, without prejudice to specific obligations and conditions attached to the services that the User contracts through the Platform.
4. The User is solely responsible for the information, opinions, allusions, or content of any kind that can be communicated through the Platform, as well as their failure to comply with the policies and conditions contained in the Platform and the specific obligations and conditions attached to the services that the User contracts through the Platform.
5. To contract incorporating truthful and exact data, committing to communicate as soon as possible to CLIMATETRADE all those changes related to the same and, especially, those that allude to the necessary information for the good maintenance and management of the contracting. Otherwise, it will be considered a violation of these Terms and Conditions and may result in the immediate termination of the User's account. In no case, the User will be able to register

another person without the due authorization and express consent of the same one.

6. To keep confidential those matters that due to circumstances are not in the public domain, specifically, all information that appears in the non-public sections of the CLIMATETRADE website, if applicable, unless there is a legal obligation to proceed to its disclosure or communication, in which case such information may be disclosed to the extent that it is legally required, and in any case, the User shall notify such communication to CT as far in advance as possible.
7. The registered User shall be responsible at all times for the custody of his/her password, assuming consequently the damages that may derive from its improper use, as well as from the assignment, disclosure or loss of the same, undertaking to diligently guard it as an element of authentication of the User and to change it periodically at least on an annual basis.

To these effects, the access to restricted areas and/or the use of the services and contents under the password of a registered User will be considered to be carried out by said registered User, who will respond in any case of said access and use.

8. The acceptance of these Terms and Conditions implies the acceptance by the Users, Buyer, and Suppliers of the obligation not to contract directly between them, omitting the commitment of collaboration acquired with CT as a consequence of the registration and active use of the Platform while the collaboration is validly applicable and the User remains active on the Platform, this commitment will be extended for a subsequent period of eighteen (18) months after the communication of formal cancellation on the platform by the User. Failure to comply with this obligation will result in the corresponding legal consequences for the defaulting party.
9. As a User of the Platform, we inform you that it is PROHIBITED and, therefore, its consequences will be your sole responsibility, access or use of the Platform for illegal or unauthorized purposes, or to carry out illegal or criminal activities that attempt against the rights of third parties and/or that infringe the regulation on intellectual and industrial property, or any other regulations of the applicable legal system, with or without economic purpose, and, specifically, and without the following list being absolute, it is prohibited:
 - a. Illegal use of the Platform, or any other way by which the site itself may be damaged, overloaded, or harmed.
 - b. Introduce computer viruses, defective files, or host, store, distribute or share any other material or computer program that may cause damage or alterations to the contents, programs, or systems of the Platform.

- c. Use or resell for unauthorized commercial purposes the contents included in the Platform without the prior authorization of CLIMATETRADE.
- d. Publish, distribute, or disseminate any information through the Platform, except that specifically authorized by CLIMATETRADE, in accordance with the provisions of the Platform.
- e. Transmit, deposit, or download through the Platform files of any kind, except those specifically authorized by CLIMATETRADE Corp. in accordance with the provisions of the Platform.
- f. Transmit, introduce, disseminate, and make available to third parties any type of material and information (data, content, messages, drawings, sound and image files, photographs, software, etc.) that are contrary to the law, morality, or public order, or that infringes fundamental rights and public liberties recognized constitutionally and in international treaties.
- g. Introduce or disseminate content or propaganda of a racist, xenophobic, pornographic nature, or apology of terrorism or that threatens human rights.
- h. Disseminate, transmit, or make available to third parties any type of information, element, or content that constitutes unlawful or unfair advertising.
- i. Transmit unsolicited or authorized advertising, advertising material, "junk mail", "chain letters", "pyramid structures", or any other form of solicitation, except in those areas (such as commercial spaces) that have been exclusively designed for it.
- j. Enter or disseminate any false, ambiguous, or inaccurate information and content in a way that misleads the recipients of the information.
- k. Disseminate, transmit, or make available to third parties any information, element, or content that involves a violation of intellectual and industrial property rights, patents, trademarks, or copyrights that correspond to the owners of the Platform or to third parties. Likewise, Users may not use CT content or third party content hosted on the Platform, for the training of artificial intelligence systems, except with the express consent of CT.
- l. Disseminate, transmit, or make available to third parties any type of information, element, or content that involves a violation of the secrecy of communications and personal data legislation.

- m. Use reverse engineering techniques, disassemble, decompile, or in any other way try to obtain the software source code that allows the CLIMATETRADE Platform or its API to be visualized, operated, and worked on, any other action aimed at obtaining confidential data and that could involve the subsequent development of systems, processes and technical developments that could constitute plagiarism.

CT will be entitled to adopt the necessary measures in case of non-compliance with the provisions of this clause, whether at its sole discretion and at the request of an affected third party or competent authority. The adoption of such measures will not entitle any compensation.

The User is obliged to hold the owner of the Platform harmless against any possible claim, fine, or penalty that may be forced to bear as a result of the User's failure to comply with any of the aforementioned rules of use.

Specific obligations

As a general obligation Users must comply with any purchase or contribution/payment commitment acquired in accordance with the operation of the Platform.

1. Specific obligations of the Supplier:

The Developer of the mitigation or renewable or alternative energy project as a result of the acquisition of its carbon credits, biodiversity credits, carbon forward or Energy Attribute Certificates, shall have the obligation to cancel or register/communicate, as appropriate, the credits or EACs sold, in the corresponding registry, as well as to make available to the Purchaser, in the ClimateTrade Platform, the evidencing document of such cancellation or registration/communication.

The cancellation or registration/communication of such credits or Energy Attribute Certificates must be justified by means of a supporting document prior to the withdrawal of any amount of money on the ClimateTrade Platform. For clarification purposes, the Supplier's failure to comply with the provisions of this paragraph and for any transaction shall prevent the Supplier from requesting withdrawals of money corresponding to sales made on the Platform.

Payments on the Platform shall be managed by CT. Consequently, the Supplier shall issue and upload to the Platform, the purchase invoice to CT for the value of the credits, units, or Energy Attribute Certificates sold in the transaction at the price stipulated in the Platform. For these purposes, when a purchase is made on the Platform and in order for the Supplier to be able to issue the corresponding invoice, CT shall issue and make available to the Supplier, a *proforma* invoice justifying the transaction, which shall also include the taxes and commissions corresponding to CT, although this *proforma* shall lack

legal validity, for which reason it shall be the obligation of the Supplier to issue the legal invoice corresponding to each transaction, as a mandatory condition to receive the payment corresponding to such transaction.

It shall be the obligation of the Supplier to review the purchase data in order to issue its own official invoice, having a term of 15 calendar days from the date of the transaction, to provide CT with a formal invoice in accordance with applicable law and the Purchaser with the corresponding cancellation or registration/communication certificate of the credits/certificates acquired by the Final Customer.

The Supplier shall, therefore, make available to the Final Customer on the Platform, the certificate evidencing the cancellation or registration/communication of the credits/certificates in the corresponding Registry, and send to CT the official invoice of the transaction as a mandatory condition to be able to receive the payment of the credits/units sold.

Unless expressly agreed otherwise, the invoices shall be issued by the Supplier with the data provided by CT, and the cancellation or registration/communication certificates shall be issued/processed by the Supplier with the data provided by the Buyer at the time of the transaction.

All invoices shall be available on the Platform for consultation and download.

The Supplier expressly undertakes to keep updated on the Platform, at all times, the available stock of credits and/or Energy Attribute Certificates of its project, reserving CT the right to apply penalties and/or initiate legal actions that by law correspond for the damages caused by the inaccuracy of the mentioned stock and the potential purchases that may be made by the Platform Users in a certain project, all this, against the corresponding Supplier.

Likewise, in the event that the project runs out of stock, the Supplier undertakes to inform CT within a maximum period of twenty-four (24) hours from the occurrence of such depletion, in order for CT to disable the purchase and sale operations in the aforementioned project.

Unless otherwise expressly agreed with CT and so reflected in the account of the Developer, the Supplier understands and agrees that under no circumstances may it be exempted from the obligations herein assumed, and there is no minimum amount of tons, EAC and/or units that the Purchaser must buy, being 1 (one) ton, EAC and/or unit, sufficient amount to consider a transaction as valid. Consequently, in case the Supplier has requested CT to establish a certain amount of tons as a minimum for a Purchaser User to acquire them, it shall be the Developer's obligation to verify that the agreed minimum is reflected and visible in its account.

CT shall not be liable for any damages that the Supplier may cause to the Purchaser for failure to comply with the obligation previously described, and the Supplier shall be obliged to hold CT harmless against any claim from Buyer Users.

2. Specific obligations of the Purchaser:

The Purchaser shall have sufficient balance in its account to satisfy the payment of the credits, units or Energy Attribute Certificates it wishes to acquire, at the price displayed on the Platform in accordance with the project or projects selected, adding to this balance the commission corresponding to the Platform's management costs, as well as the taxes derived from the transaction.

Upon completion of the transaction, the Purchaser shall have at its disposal the official invoice issued by CT, for the credits, units or Energy Attribute Certificates purchased, plus the taxes and commissions (*fees*) corresponding to the use of the Platform.

All invoices will be available on the Platform for consultation and download.

3. FAILURE OR DEFAULT IN THE ISSUANCE AND/OR DELIVERY OF INVOICES AND CANCELLATION/REGISTRATION CERTIFICATE BY THE SUPPLIER

In addition to the invoice issued by CT, the Developer of the mitigation or renewable or alternative energy project as a result of the acquisition of its credits and/or Energy Attribute Certificates, must cancel or register/communicate, as the case may be, the offset credits, acquired units or EAC sold to the Purchaser, in the corresponding registry, as well as to make available to the Purchaser the document evidencing such cancellation or registration/communication, in the ClimateTrade Platform, having a period of 15 calendar days from the date of the transaction, to provide the Buyer with the corresponding certificate of cancellation or registration/communication of the credits/certificates acquired by the latter.

The Users understand and agree that, in the event that the Supplier fails to comply with the obligations set forth above regarding the delivery of the invoice to CT and/or the certificate of cancellation or registration/communication of the credits or certificates acquired, corresponding to a purchase and sale of credits or EAC to the Purchaser User, within 15 (fifteen) calendar days from the date of purchase, CT reserves the right to take the following measures, either individually or jointly:

- a. Cancellation of the transactions carried out on the Project for which the Supplier has defaulted, with the consequent loss of the Supplier's right to receive the amounts of money corresponding to such transactions;
- b. Provisional or definitive suspension, at CT's sole discretion, of the Project(s) owned by such Supplier, disabling potential purchases of credits or EAC, corresponding to such Project(s).

- c. Withholding of any outstanding pending payment lodged in the Supplier's balance account, until the effective resolution of the transactions of the Purchasers, amounts from which CT may deduct any amount as damage or prejudice derived from the breach of the Supplier User's obligations.

The aforementioned measures shall also be applicable in the event that the Supplier issues the invoices and certificates that are mandatory, within 15 calendar days from the date of the transaction, but such issuance contains defective data and/or does not comply with the legal requirements and has not been remedied within the 15-days term.

In such cases, CT may, at its sole and entire discretion, offer the Purchaser other alternative Projects and/or the reimbursement of the sums of money paid in respect of the purchase-sale on which the breach of contract by the Supplier has occurred.

For clarification purposes, CT shall not assume any liability whatsoever for the damages that the Supplier may cause to the Purchaser for breach of the obligations previously described. The Supplier shall be exclusively liable for any claim from Purchaser Users. The Supplier shall be obliged to hold CT harmless, without prejudice to the provisions of the preceding paragraph.

CLIMATETRADE OBLIGATIONS

1. CT through its CLIMATETRADE brand commits to the Supplier to the following:
 - a. To provide detailed information about the project/s where carbon credits, biodiversity credits, carbon forward, units, and Energy Attribute Certificates are acquired or contributed, such as website, photographs, geographical location, and technical documentation regarding the same.
 - b. Make available to the Supplier the amount corresponding to the payment of its credits, Energy Attribute Certificates, or units acquired by the Buyer, subject to the provisions of these Terms and Conditions.
2. CT through its CLIMATETRADE brand commits to the Purchaser to the following:
 - a. To deliver a CLIMATETRADE contribution certificate in addition to the emissions offset certificate issued by the UNFCCC Registry (United Nations Framework Convention for Climate Change - CDM Registry), Verified Carbon Standard (VCS), or the official registry corresponding to the previously acquired credits or Energy Attribute Certificates, in the case of carbon footprint offsetting and/or acquisition of Energy Attribute Certificates for Scope 2 neutralization or reduction, or from the developer or partner of the specific project in the case of contribution.

- b. To provide detailed information about the project/s where the credits, Energy Attribute Certificates, or contribution is made, such as website, photographs, geographic location, and technical documentation regarding the project.

The offsetting of the different tons of CO2 and/or the contribution to the different projects does not grant any rights to the User other than those derived from the offsetting certificate issued in the case of purchase of credits or EAC.

PROJECT DEVELOPER REGISTRATION PROCEDURE

The company or organization responsible for the development of the project will register on the www.climatetrade.net platform. The registration will be validated by the Platform and once the registration is validated, the project will be uploaded on the platform through the product file as well as providing other specific documentation required of the project, accurate images of the project, specifying the price of the carbon/biodiversity credit and/or Certificate Attribute Energy in the currency selected by the Developer.

At the time of the sale of a certain part of the carbon/biodiversity credits or Energy Attribute Certificates, the Developer will receive a message in the email introduced at the time of registration as a User, as well as in the internal message center of the Platform, stating that the sale has been made, then the amount corresponding to the payment for the carbon/biodiversity credits or Energy Attribute Certificates sold will be reflected in the balance of the User profile of the project Developer, who will proceed to cancel these carbon/biodiversity credits or Energy Attribute Certificates on behalf of the Buyer.

Only once the certificate evidencing the cancellation of such carbon/biodiversity credits or Energy Attribute Certificates has been uploaded to the Platform, it shall be possible to request the withdrawal of the amount to a current account or PayPal account.

Likewise, CT reserves the right to initiate at any stage of the registration of the Developer of the Project, either before, during, or after the same, a KYC ("Know your customer") procedure, in which case the Developer may only request the withdrawal of the amount to a current account or PayPal account not only after having completed the previous paragraph but also the aforementioned KYC.

OFFSETTING, CONTRIBUTION, OR "EAC" ACQUISITION PROCEDURE

The contribution, reduction, neutralization, or offset in a project by the Purchaser User will follow the next steps:

After registration on the Platform, the User will fund their personal account in the selected currency by adding the corresponding commission (*fee*) resulting from the number of tons they wish to offset or Energy Attribute Certificates they wish to acquire for the use of the service, as well as the taxes derived from the operation. This calculation

will be made automatically by the Platform.

The User will select the desired project and the number of tons of CO2 to be offset, the amount of Energy Attribute Certificates to be acquired, or the project to which they want to contribute.

Once the process of offsetting emissions, acquisition of Energy Attribute Certificates, or contribution is completed, the User will receive at the registered email address, the corresponding offset, acquisition, or contribution certificates as well as the corresponding invoice derived from the operation.

The User understands and consents that by formalizing a transaction on the Platform, the User will be automatically registered on the Platform.

PROCEDURE FOR CONTRACTING AND USING THE CLIMATETRADE PRIME CALCULATOR

The User who wishes to make use of the Prime Calculator will pay the corresponding annual subscription, which will grant them unlimited access to the aforementioned Calculator and its use for one year from the date of subscription. The subscription will be automatically renewed unless the User notifies CT in writing of their intention not to renew it by giving at least 30 days' notice prior to the renewal date.

The Prime Calculator will be available for Users in Spain and the United States of America.

This tool is mainly intended for small and medium-sized companies that wish to calculate their carbon footprint by entering data related to business activity information.

The following are the variables taken into account by the CT Prime Calculator to calculate Scope 1 and 2:

- a. Facilities: Information related to the facilities used by the Company in its activity.
- b. Transportation: Information related to the vehicles associated with the company's activity (commercial vehicles, delivery trucks, etc.).
- c. Subcontracting: Information related to third parties involved in the production or service offered by the company.

The Prime Calculator is designed to be intuitive and easy to use. In order to speed up the carbon footprint calculation process, the User is recommended to have all the necessary information available, but in case this is not the case, the User will have the option to save partial calculations and complete them later.

When using the Prime Calculator, the User shall upload information on Facilities, Transportation, and Subcontracting.

For facilities, the User shall provide details on facility vehicles, stationary sources, electricity, and fugitive emissions. For transportation, it should provide information on land vehicles and non-land vehicles associated with the company's activity. Finally, in the case of subcontracting, it should provide information on the participation of third parties in the company's production or service, including stationary combustion, mobile combustion, and electricity consumption.

When calculating the carbon footprint, the User will get reports on the footprint of your activity, different breakdowns, and views so that you can analyze which areas of the business activity are most impactful and should be addressed first.

In case the User calculates different periods, they will have available the trend of emissions generated over time and even the number of emissions that have been offset in our Climatetrade Marketplace.

In case of any doubt or inconvenience, the User can send an email to climateprimecalculator@climatetrade.com

ECONOMIC CONDITIONS

The access to the Platform is free except for the cost of the connection through the telecommunications network provided and contracted by the User. The registration and creation of an account, where appropriate, will be completely free.

1. Economic conditions - Project Developer:

Suppliers agree to the Terms and Conditions of payment for transactions made on the Platform, which are as follows:

- a. The Supplier shall receive the full amount of the tons or units sold of its project at the stipulated price minus 10% of the said amount corresponding to the costs of management and use of the Platform.
- b. The Users are aware that these transactions may be subject to the corresponding taxes derived from the transaction, which shall be generated automatically and shall be borne by each of the Parties to whom such tax is payable.
- c. The transactions shall be carried out through the payment methods that, for such purpose, are available on the Platform. The additional cost generated by the payment method used by the Platform to pay the Supplier the amount generated by the sale of its credits (e.g. bank commissions) shall be borne by the latter and deducted from the total amount to be received by the Supplier.
- d. Notwithstanding the commissions set forth above, CT reserves the right to modify the same, without prior notice to the Users.

2. Economic Conditions - Purchaser:

Buyers agree to the terms and conditions of payment for transactions made on the Platform, which are as follows:

- a. The contribution, purchase, or offset made on the Platform will have a cost determined by the number of credits, contribution units or Energy Attribute Certificates purchased, depending on the project selected for carbon footprint offset, reduction, or neutralization of the Buyer's *Scope 2*, or contribution to mitigation projects.
- b. The Platform will apply to the transactions for the purchase of credits, Energy Attribute Certificates, or contributions to mitigation projects, certain percentages in commission for the use of the Platform, and the provision of services depending on the number of tons to be offset by the Buyer in offsetting projects, units of Energy Attribute Certificates of renewable energy projects or units of contribution to mitigation projects, for each project independently.
- c. CT shall receive the full payment of the amounts purchased plus a commission applicable for the purchase in the offsetting projects, renewable energy projects, and contribution projects that shall vary between 10% and 30% on the price of the transaction, based on different variables applied by CT, without the need of prior notice to the Purchaser.

This amount will be added to the amount paid by the Purchaser corresponding to the number of credits or Energy Attribute Certificates acquired or the amount contributed.

- d. The Users understand that these transactions may be subject to the corresponding taxes derived from the transaction, which will be generated automatically, shall be included in the corresponding invoice, and shall be assumed by each of the Parties to whom such tax is payable.
- e. The transactions will be carried out through the payment methods that, for this purpose, are available on the Platform and it will be the responsibility of the Purchaser to assume the additional cost generated by the selected payment method (e.g. bank commissions).
- f. The CLIMATETRADE Prime Calculator may be used by the User through the payment of an annual subscription to be made by the User at the time of requesting the subscription and signing the corresponding document, in case CT requires it.
- g. CLIMATETRADE's carbon footprint calculation and offset SaaS, in its different versions, shall be subject to the provisions of the **TERMS AND CONDITIONS OF**

CONTRACTING AND USE OF CLIMATETRADE'S CARBON FOOTPRINT OFFSETTING

API. Anything not provided for in such API Terms and Conditions shall be deemed to be governed by the provisions of this Agreement, unless otherwise expressly agreed.

- h. Notwithstanding the commissions, prices, and subscription conditions set forth above, CT reserves the right to modify the corresponding amounts, percentages, and conditions, without prior notice to the Users.

OPERATION RISKS

Contribution, reduction, neutralization, and offsetting projects are chosen for the high-quality standards of the companies or organizations that support them.

Offsetting projects are projects whose credits have already been generated, and therefore the project is already in operation, as the process of issuance and validation of carbon credits requires it to be so, so it does not imply any risk for the User.

However, in the specific case of contribution to sustainable projects (other than offsetting), purchase of Carbon Forward and/or acquisition of Energy Attribute Certificates, CT cannot guarantee that the company or organization providing the projects will undertake the project in its entirety, since there is a probability that a percentage of them may incur in lack of financial resources, or administrative problems, in which case, CT shall not assume any responsibility for the consequences that the Purchaser may suffer, and the Purchaser waives the right to initiate any judicial, administrative or any other type of action against CT.

Nothing in this clause is intended to limit nor shall it serve to limit the rights of claim not subject to limitation, which the User is entitled to under the applicable law.

REIMBURSEMENT PROCEDURE

Without prejudice to the provisions of the Section *"FAILURE OR DEFAULT IN ISSUANCE AND/OR DELIVERY OF INVOICES AND CANCELLATION/REGISTRATION CERTIFICATE BY THE PROVIDER"*, Users may not request a refund of the amounts deposited in a project once the same has been completed. When proceeding with an offsetting of emissions, acquisition of Energy Attribute Certificates or contribution to a project, the amounts contributed in the same will be transferred to the Developers of the project, together with the automatic issuance of the corresponding certificates, so there is no possibility to cancel and/or request the refund of the contribution.

Likewise, the User acknowledges and accepts that, once the annual subscription to the Prime Calculator and/or the CLIMATETRADE APIs (SaaS) has been paid, the User will not be able to request a refund of such subscriptions for any reason whatsoever.

LIMITATION OF LIABILITY; INDEMNITY

1. Limitation of liability:

It is the sole responsibility of the User to carry out any action to receive advice of any nature that they consider relevant when making decisions regarding the execution of contributions to projects through the Platform.

The activities and information offered by the CLIMATETRADE brand do not constitute financial advice or investment services activities, nor should they be understood as CT recommendations to carry out purchases or contributions. Each User shall form its own independent judgments and make its own decisions with respect to their purchase and contribution activity through the Platform.

CT shall not be liable for any action or decision that the User takes or adopts based on data or information provided by CT on its ClimateTrade Platform.

CT shall not be liable, in any case, for any loss that is materialized as a result of a contribution, suggestion, advice, frustrated operation, or, in general, acts or omissions of third parties, even if they have been submitted by CT.

The User shall be responsible for maintaining the confidentiality of their password and shall be solely responsible for all activities resulting from the use of their password and account on the Platform.

By using the Prime Calculator, the User expressly exonerates CLIMATETRADE from any liability. By way of example and without limitation, the User exempts CT from any damage caused as a consequence of:

- a. Failures and difficulties in the Prime Calculator due to outages or saturation at certain times of the network operators or technical saturation.
- b. Failures in the Prime Calculator due to viruses or malwares introduced that prevent its correct functioning.
- c. Abnormal or improper use of the Prime Calculator.
- d. Carbon footprint calculation errors arising from erroneous, inaccurate, or insufficient information provided by the User.
- e. Force majeure, fortuitous event, or, in general, any circumstance over which it cannot have reasonable control.

2. Indemnity and indemnification:

The User shall defend, hold harmless, and indemnify CT against any claim or action brought by any third party, including any damages, liability, costs, and expenses, as well as

reasonable attorneys' fees, to the extent arising out of or alleged to arise out of or in connection with CT's breach of its obligations hereunder or the infringement of intellectual and industrial property rights of CT or any third party.

DISCLAIMER

CT does not offer any express or implicit warranty. The User understands that the use of the services offered on the Climatetrade Platform is at the User's own risk and that CT provides the services offered on the Climatetrade Platform on an "as is", "with all its eventual faults" and "as available" basis. To the extent permitted by local law, CT excludes any implied warranties, including those relating to merchantability, satisfactory quality, fitness for a particular purpose, workmanship, and non-infringement. CT does not warrant that the services offered on the Climatetrade Platform will operate without interruption or error. In particular, the use of the services offered on the Climatetrade Platform may be interrupted due to maintenance, updates or system or network failures. CT excludes all liability for damages caused by such interruptions, malfunctions, or lost data.

1. For the content provided through the Platform.

CT is not responsible for the contents, files, information, advertising, opinions, concepts, and images that do not depend on the Platform or that are generated, supplied, or managed by Users (e.g., information about projects and investments in them). CT does not guarantee the correctness, accuracy, timeliness, completeness, reliability, authenticity, reliability, veracity or suitability of the information contained in the Platform. The User is solely responsible for deciding whether or not to trust the information contained in the Platform.

CT is a mere intermediary between the Users of this Platform without being responsible for the actions of the organizations that develop the projects. The organizations promoting the projects are solely responsible for fulfilling the commitments assumed in their projects. CT reserves the right to cancel projects promoted through the Platform without prior notice and for any reason.

CT will not assume any responsibility, whether direct or indirect, derived from the misuse of the Platform or its contents by the User assuming this, in any case, under its sole responsibility, the consequences, damages or actions that could derive from its access or use of the Platform or the content hosted, as well as its reproduction or communication.

CT does not assume any responsibility for the ownership of intellectual property rights over the projects presented by the different organizations, as well as the correct fulfillment of the acquired commitment.

If any of the contents, files, information, advertising, opinions, concepts, and images hosted on the Platform provided by Users were contrary to law, morality, good faith, and public order or contain any type of computer virus or routine Similar software will be removed.

CT will not be held responsible for the law adjustment of the invoices issued automatically by the platform on behalf of the Supplier, having the Supplier the obligation to ensure this legality, providing an invoice adjusted to law within 15 calendar days from the automatic issuance of the invoice.

2. For the content hosted on pages accessible from the Platform

CT is not responsible for any of the content, files, information, advertising, opinions, concepts, and images that are issued, published, or distributed directly and indirectly through any interconnected Platform accessed through the Platform through links, or any of the services that are linked or related to this interconnected Site.

The inclusion of certain links does not imply or can be interpreted as a recommendation or invitation to follow this link or to use the content of the Platform linked through it or, where appropriate, the services offered by it (except for those links whose access is necessary for the use of the services contracted through the Platform), nor an express or implicit investment recommendation.

In no case, the existence of linked sites should presuppose the formalization of agreements with the managers or owners thereof, nor the recommendation, promotion, or identification of CT with the statements, content, or services provided.

In the event that it deems it appropriate or is required to do so by judicial or administrative order, CT shall remove the links to those websites that infringe the applicable legislation and/or infringe the rights of third parties.

3. For the operation of the Platform.

CT provides its services and contents on an ongoing basis using all the technical means at its disposal to perform the service satisfactorily.

CT may, when it deems appropriate, make corrections, improvements, or modifications in the information contained in the Platform, in the services, or the contents without entitling the User to any claim or compensation.

Likewise, CT reserves the right to interrupt the operation of the Platform temporarily or permanently or modify or update it without prior notice. CT is not responsible for damages of any nature that may arise from the availability and technical continuity of the operation of the Platform. In any case, CT will carry out all the necessary actions to restore its services in case of technical failure.

The User's access to the Platform does not imply for CT the obligation to control the absence of viruses, worms, or any other harmful computer element. It corresponds to the User, in any case, the availability of adequate tools for the detection and disinfection of harmful computer programs. CT is not responsible for the damages caused to the software and computer equipment of the Users or third parties during the use of the services offered on the Platform.

CT will not assume any responsibility for damages that may arise from security or navigation errors caused by a malfunction of the browser or by the use of outdated versions of the browser or interference, interruptions, breakdowns, delays, blockages or disconnections caused by deficiencies, overloads and errors in telecommunication lines and networks, or for any other cause beyond CT.

The User is solely and exclusively responsible for your identification keys and access to the contents or services of the Platform. This identification consists of the secret code or password and the Username.

CT is not responsible for the improper use of the User's access codes or passwords for access to the contents or services of the Platform that require them and for the consequences derived from any nature of the misuse by the Users, their loss or forgetfulness, and its misuse by unauthorized third parties.

CHANGES AND AMENDMENTS TO THE CONTRACTING AND USE CONDITIONS

CT may, at any time and without prior notice, modify these conditions or introduce new conditions of use.

In the event that a regulatory action, legal or regulatory action that, in the reasonable judgment of CT, prohibits, substantially restricts, or makes commercially unfeasible the provision of the service, CT will be entitled to modify the service or terms and clauses of this Agreement to adapt to the new situation or terminate the Contract.

CT will be exempt from any liability arising from the actions described in this section. Any amendment will be effective as soon as the User continues to use the Climatetrade Platform.

PERSONAL DATA PROTECTION

The collection and processing of personal data provided by the User as well as the exercise of its rights over that data will be governed by the *Platform Privacy and Cookies Policy*.

Under the ClimateTrade Affiliate Program, if a User enters into a transaction for the purchase and sale of credits, EAC or contribution units, being referred by an Affiliate to

the CT Program, the Purchaser understands and consents that CT may communicate to the Affiliate its email address, company name or full name and the details of the transaction.

INTELLECTUAL AND INDUSTRIAL PROPERTY

All information that appears in the non-public sections of the CLIMATETRADE Platform is the property of CLIMATETRADE, and the User does not have permission to retransmit, redistribute, publish, show or reveal, in part or in whole, such information to third parties.

Except for the case in which there is a legal obligation to proceed with its disclosure or communication, in which case said information may be disclosed to the extent that it is legally required, and in any case, must notify CT with the highest advance notice possible.

CT as the author of the collective work in which the CLIMATETRADE Platform consists is the owner of all industrial and intellectual property rights thereon.

Any form of reproduction, distribution, public communication, transformation, and, in general, any act of exploitation of all or part of the contents (images, texts, designs, indexes, forms, etc.) that make up the Platform, is prohibited, as well as of the databases and the software necessary for the visualization or the operation of the same, that does not have the express and previous written authorization of CT.

The User may not, under any circumstances, exploit or serve commercially, directly or indirectly, in whole or in part, any of the contents (images, texts, designs, indexes, forms, etc.) that make up the Platform without the prior written authorization of CT. In no case, the availability or public communication of such contents may imply any type of waiver, transmission, or total or partial cession of the same by CT.

All the contents that are part of this Platform without exclusion, including without limitation information, articles, data, texts, logos, icons, user interfaces, visual interfaces, images, graphics, design, and image of the Platform (external appearance or "look and feel"), video files, audio files, databases, computer applications, whether or not protected by copyright, patents, trademarks or other intellectual or industrial property rights or instruments, are the property of CLIMATETRADE or it is exploited under third party license holders of the intellectual and/or industrial property rights of the aforementioned contents. These are protected by current intellectual and industrial property laws.

CLIMATETRADE brands and logos referred to on the Platform are trademarks or registered trademarks of CT.

USE OF LOGOS AND TRADEMARKS. PARTNERSHIP

The Users of the Platform shall be considered "*Partners*" after completing the registration on the Marketplace, and consequently, CT shall be able to make a diffusion related to their commercial relationship in their Social Networks and other commercial, advertising, and communication materials:

- a. CT shall be able to make a diffusion related to their business relationship in their Social Networks and other commercial, advertising, and communication materials.
- b. The User understands that CT may include their name in all communications about its portfolio of users.
- c. The User accepts the use by CT of its logo and name in marketing materials (press releases, blog articles, social media posts, website, corporate presentations, newsletter, etc.).
- d. The Developer of the project authorizes CT to use and provide the images of the projects and other audiovisual materials, to the Purchaser for transactions carried out both on the Platform and outside the Platform, to be used within the framework of the marketing and communication strategy of both CT and the Purchaser.

Within the framework of the Partnership, the Developer of the project understands and agrees that, for marketing and dissemination purposes, CT reserves the right to rename the commercial name of the Project, respecting, in all cases, the official name that will be included in the description of the Project, available to all Users.

ACTIONS IN CASE OF BREACH OF THE CONTRACTING AND USE CONDITIONS

CT reserves the right to exercise whatever actions are available in law to demand the responsibilities derived from the breach of any of the provisions of these General Conditions of the Platform by a User.

MISCELLANEOUS

1. Assignment. Users may not assign their rights or obligations under these Terms and Conditions, including in connection with a change of control. Any attempted assignment shall be ineffective. CT may assign all rights and obligations under these Terms and Conditions, in whole or in part and without prior notice.
2. All rights reserved. CT reserves all rights not expressly granted herein.

3. CT and the User are independent contractors. Nothing herein creates an employment relationship, a processor-subcontractor relationship, a partnership, or a joint venture between the Parties.
4. No Waiver. The fact that any of the Parties does not act with respect to a breach of these Terms and Conditions does not imply the waiver by such Party of that right with respect to that same breach or subsequent or similar breaches. The waiver by either Party to require at any particular time the performance of any of the general conditions set forth herein shall not imply a general waiver of the performance of any other condition or conditions, nor shall it create a vested right for the other Party.
5. Survival. Those Sections of these Terms and Conditions which by their provisions are required to be performed after termination or expiration of this Agreement shall survive.
6. Entire Agreement. These Terms and Conditions, as well as any document incorporated herein, constitute the complete agreement between CT and the User, replacing all previous contracts and agreements, whether written or verbal. The declaration of any of the clauses contained in these Terms and Conditions as null, invalid, or ineffective shall not affect the validity or effectiveness of the remaining Sections, which shall continue to be binding between the Parties.

APPLICABLE LAW AND JURISDICTION

These Contracting Conditions will be governed and interpreted by Spanish legislation, with special attention to the regulations of services of the Information Society and Electronic Commerce, included in Law 34/2002, of July 11, and the regulations of the general contracting conditions by electronic means, included in RD 1906/1999 of December 17 and Law 7/1998, of April 13.

Any controversy that is not resolved amicably, regarding the Contracting Conditions contained in this Contract, shall be subject to the jurisdiction of the Courts and Tribunals of Valencia (Spain), and the Parties expressly waive any other jurisdiction that may correspond to them.

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