

General contractual terms and conditions (GTC)

of ClimatePartner GmbH / ClimatePartner Deutschland GmbH (hereinafter referred to as "CPG"/"CPD"), Ainmillerstraße 22, D-80801 Munich, Germany

1. Other, separate general terms and conditions of CPG/CPD

CPG/CPD also uses the following specific terms and conditions of business in addition to these GTC, depending on the service ordered:

-Consulting Conditions

-Solutions Conditions

-Offset Conditions

The following General Terms and Conditions of Business apply unless provisions to the contrary are explicitly agreed upon with CPG/CPD in individual orders (offer by CPG/CPD, order confirmation by the client) or are contained in the above-mentioned special terms and conditions of business of CPG/CPD.

2. Scope of applicability

CPG/CPD's services are aimed exclusively at corporate clients, not at consumers.

The provisions of this contract apply exclusively. Any terms and conditions of business of the client shall not be a part of the contract.

The contract will be concluded with either CPG or CPD, not cumulatively. The contract partner in a particular case shall be specified to the client upon the conclusion of the individual order.

3. Cooperation obligations of the client

The client undertakes to fulfil cooperation obligations free of charge to the extent that they are necessary for the provision of the services by CPG/CPD. Necessary cooperation obligations may include the provision of necessary data or documents, the nomination of contact persons, the provision of technical environments, etc.

4. Delivery deadlines and dates

Fixed delivery deadlines and/or dates for the provision of services by CPG/CPD shall only apply if they have been explicitly agreed upon in the relevant individual order and if the client has properly fulfilled its cooperation obligations. If the client fails to fulfil his cooperation obligations and also fails to fulfil them after a reminder is issued by CPG/CPD within the time limit set by him, CPG/CPD will no longer be bound by any agreed delivery deadlines or dates. If the client subsequently fulfils the cooperation obligations within the time limit, the Parties shall agree upon new delivery deadlines and/or dates. If the time limit expires ineffectively, CPG/CPD will have the right to terminate the contract by way of extraordinary termination, unless the client promptly pays the appropriate compensation.

5. Remuneration, payment terms, invoicing, delay, retention and set-off

The remuneration and payment terms for services provided by CPG/CPD shall be based on the terms specified in the respective individual order. The following also applies:

All prices should be understood as being ex the place of delivery (CPG/CPD's registered office), unless agreed otherwise.

All prices are in Euros.

The client must pay CPG/CPD the statutory VAT payable on the prices specified.

The invoice must be paid in non-cash form into an account specified on the invoice. Invoices of CPG/CPD shall be payable not later than 10 days after the invoice date without any deductions. CPG/CPD will have the right to credit payments made by the client to its oldest due receivables from the client, according to its own discretion.

If CPG/CPD's online platform is used, the payment methods offered on it can alternatively be used. If payment is made by direct debit, in the event of a charge back an amount of €7.50 shall be collected in addition to the invoice amount, consisting of the charge back fee and compensation for additional expenses. If no or significantly lower losses are demonstrably incurred as a result of the charge back, the amount will be calculated based on the losses actually incurred.

If the client delays in making payment, interest for delay in the amount of 8% over the base interest rate (Articles 288 II and 247 of the German Civil Code (*Bürgerliches Gesetzbuch*)) shall be payable on the outstanding amount, unless the client provides proof that lower losses were incurred as a result of the delay. CPG/CPD will have the right to assert a claim for further losses if it incurs higher losses as a result of the delay than the interest claimed by it. The client will be free to provide proof that CPG/CPD incurred lower losses, as the case may be.

If the client delays in making payments on a significant amount, despite reminders being issued, or if circumstances arise that appreciably impair the client's creditworthiness, for example an application for the opening of insolvency or bankruptcy proceedings, CPG/CPD will have the right to suspend any further services that it has undertaken to perform, demand immediate payment of all outstanding amounts and terminate all contracts that still exist with the client by way of extraordinary termination, in which case any agreed deadlines for the performance of outstanding work by CPG/CPD shall automatically lose their effectiveness.

The client will not have the right to exercise a right of retention with respect to CPG/CPD with regard to a different claim that does not originate from the respective contract with CPG/CPD. The client can only carry out a set-off with claims against CPG/CPD that are indisputable or have been established with legally binding effect.

6. Rights

All copyright and ownership rights of CPG/CPD relating among other things to any software or know-how provided for use or to materials or other intellectual property provided in writing or electronically shall remain with CPG/CPD. The commissioning of CPG/CPD shall not give rise to any transfer of those rights. CPG/CPD will only grant the client usage rights to the extent explicitly specified in the relevant individual order. Any use outside the contractual relationship between CPG/CPD and the client, including reproduction and passing on to third parties, is explicitly

prohibited for the client. The granting of usage rights or other explicitly granted rights shall only be effective once payment has been made in full.

The rights granted to the client by CPG/CPD are non-transferable. A transfer of rights and obligations from the contracts concluded with CPG/CPD by the client to a third party shall require CPG/CPD's prior written consent. In the event that consent is given to perform a transfer, the client shall be obliged to return or delete all documents, information, accesses, etc. that it received from CPG/CPD in connection with the contract.

If the client concludes contracts with CPG/CPD with a longer term, CPG/CPD shall grant it a simple, non-transferable usage right limited to the respective contractual terms to the registered trademarks of CPG/CPD or one of its affiliated companies, which CPG/CPD shall make available to the client. The usage right will be limited to the use of the trademarks for the purposes of the client's advertising with reference to the cooperation with CPG/CPD and the related services in the area of climate protection. When the contract ends, the usage right granted will automatically expire. The client shall immediately delete and/or remove the trademarks from all corporate presences and corporate documents and immediately cease any other use for advertising purposes.

7. Liability

c) CPG/CPD shall be liable without limitation for any damages arising from loss of life or limb resulting from a negligent breach of obligation by it or from an intentional or negligent breach of obligation by one of its statutory representatives or vicarious agents.

Otherwise, CPG/CPD shall be liable as follows:

-for losses resulting from wilful misconduct or gross negligence of the statutory representatives or managerial employees of CPG/CPD or from serious organisational fault, without any limitation on the amount of losses;

-for losses resulting from a culpable breach of key contractual obligations or for losses caused by vicarious agents of CPG/CPD due to gross negligence or intentionally without a breach of key contractual obligations, limited to the losses which are typical and foreseeable based on the contractual use of the subject of the contract. Key contractual obligations are obligations whose fulfilment is necessary to achieve the objective of the contract.

Any further claims for compensation for losses are excluded. In particular, CPG/CPD shall not be liable either for incorrect information provided by certificate providers or certificate registers or for other acts or omissions of those parties that are beyond CPG/CPD's control and that may lead to losses for the client.

The client shall be liable towards CPG/CPD for the correctness of the data provided or entered by it. CPG/CPD cannot verify the correctness of the data provided. Any liability of CPG/CPD for outcomes resulting from incorrect data being provided or entered is explicitly excluded.

Contributory negligence of the client, for example due to inadequate backup, will be attributed to the client.

8. Confidentiality, data protection and references

Both parties undertake to ensure that the persons participating in the project treat as strictly confidential all confidential information that the parties provide to each other, are familiar with the data protection regulations and comply with the provisions of the German Data Protection Act (*Bundesdatenschutzgesetz*). This applies to both employees and external advisers and also to any subcontractors of either party to be included in the project in question.

Confidential information of the client shall be deemed to exist if the client explicitly marks a matter as a company or business secret, unless it is obviously a company or business secret. The client shall appropriately mark in good time any documents which it would like CPG/CPD to give special protection and treat as a secret due to their particular sensitivity.

Confidential information of CPG/CPD shall be deemed to exist with regard to all its company and business secrets, which particularly include (but are not limited to) software, interfaces, know-how with regard to calculation models, etc. provided by it and the terms and conditions of the respective individual orders.

The client grants CPG/CPD an irrevocable right to record any emissions data obtained from it in its databases in anonymised form and to use it. Otherwise the privacy policy available at <http://www.climatepartner.com/datenschutz.html> applies.

The client also grants CPG/CPD the right to include it in its reference lists and to name it as a reference. For that purpose, the client grants CPG/CPD a simple usage right to its company name and logo. The client can revoke that right at any time with respect to CPG/CPD.

9. Final provisions

Unless explicitly agreed otherwise in the respective individual order, the place of performance for all deliveries and services of CPG/CPD is CPG/CPD's registered office.

All communication by CPG/CPD with the client shall be conducted electronically, provided it is permitted by law. CPG/CPD reserves the right to use a different form (e.g. written form) in individual cases.

All contractual relationships between the client and CPG/CPD are subject to German law, particularly the German Civil Code (*Bürgerliches Gesetzbuch*) and the German Commercial Code (*Handelsgesetzbuch*). The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

If the client is a registered trader, the place of jurisdiction for all disputes resulting indirectly or directly from the contractual relationship is CPG/CPD's registered office.

Should one or more provisions of this contract be ineffective, the effectiveness of the rest of the contract shall not be affected. The contract partners undertake to replace any ineffective provisions with an effective provision that comes as close as possible to the commercial objective pursued with the ineffective provision. Until such a provision is agreed upon to replace the ineffective provision, a provision that comes closest to the commercial meaning and purpose of the ineffective provision

shall apply. The same applies in the event of a gap or omission in the contract that needs to be filled in.

Any amendments or additions to the respective individual order shall only be effective if they have been explicitly agreed upon in writing by both parties (CPG/CPD and the client).

CPG/CPD explicitly reserves the right to amend the provisions of its general and specific terms and conditions of business at any time without giving reasons. CPG/CPD shall notify the client by e-mail of the change in the terms and conditions of business in good time before the effective date of the changes. The amendments shall be deemed to have been accepted if the client fails to object to the amended terms/conditions within six weeks. CPG/CPD shall separately inform the client in its notification e-mail of the six-week time limit and of the legal consequences of acceptance in the absence of an objection.

As at: 1 August 2013

Consulting conditions

of ClimatePartner GmbH / ClimatePartner Deutschland GmbH (hereinafter referred to as "CPG"/"CPD"), Ainmillerstraße 22, D-80801 Munich, Germany

1. The subject of the contract

CPG/CPD provides its clients with comprehensive services in the area of voluntary climate protection. Consulting can, among other things, take the form of an analysis of the status of the client's CO₂ emissions, the development of climate protection strategies and measures for the client as well as assistance in and supervision of their implementation and adherence to them, services related to the integration of the solutions into the client's systems and the provision of advice with regard to the client's communication in the area of climate protection.

The specific ordered consulting services shall be defined and specified by the client in the respective individual order.

If services in the area of solutions and/or offsets are included in the respective individual client order besides consulting services, the "Solution Conditions" and/or "Offset Conditions" set out below shall apply to them as well

2. Cooperation obligations of the client

See section 3 of the GTC.

3. Delivery deadlines and dates

See section 4 of the GTC.

4. Remuneration, payment terms, invoicing, delay, retention and set-off

If the consulting contract is terminated by the client prematurely, CPG/CPD will be able to demand appropriate remuneration for the work it has performed up to that moment, including any travel and

other expenses incurred, unless they were paid in advance. There will be no reimbursement of payments already made.

If the client delays in accepting the consulting services, CPG/CPD will be able to demand the agreed remuneration for the services that were not performed as a result of the delay, without being obliged to render a subsequent performance.

Otherwise section 5 of the GTC applies.

5. Term and termination

The term of and the notice period for termination for consulting contracts are based on the arrangements set out in the respective individual order.

6. Rights

As a rule, the client shall receive a simple use and utilisation right to the work outcomes provided by CPG/CPD without any time limitation. The client shall only receive an exclusive use and utilisation right to developments designated as client-specific if this has been explicitly agreed upon in writing in the respective individual order.

Otherwise section 6 of the GTC applies.

7. Liability

See section 7 of the GTC.

8. Confidentiality, data protection and references

See section 8 of the GTC.

9. The completion of the work

If the drafting and provision of documentation has been agreed upon in the individual order, CPG/CPD shall provide the said documentation to the client no later than upon the completion of the work, without being requested to do so.

10. Final provisions

See section 9 of the GTC.

Otherwise the provisions of the laws on services apply.

As at: 1 August 2013

Solutions conditions

of ClimatePartner GmbH / ClimatePartner Deutschland GmbH (hereinafter referred to as "CPG"/"CPD"), Ainmillerstraße 22, D-80801 Munich, Germany

1. The subject of the contract

In its Solutions service unit, CPG/CPD enables clients, against remuneration, to use its emissions calculation software "Footprint Manager" (hereinafter referred to as "FPM") via the FPM login on its website at <http://www.climatepartner.com> against remuneration. Based on the data entered by the client, the FPM calculates the resulting greenhouse gas emissions, specified in CO₂ equivalents. The result of the calculation is either a so-called "corporate carbon footprint" (hereinafter referred to as a "CCF") or a "product carbon footprint" (hereinafter referred to as a "PCF").

Only if it has been explicitly agreed upon in the respective individual order, the client is provided (besides the usage right to FPM) with an emissions calculator based on Excel, Django, or similar as supplement to the FPM for the duration of the contract. Separate remuneration must be paid for this in accordance with the relevant individual order.

The FPM will only be directly integrated into the client's management information systems (hereinafter referred to as "MIS") through CPG/CPD's MIS interface if this has been separately agreed upon by the client in the respective individual order. The MIS integration is subject to the "Consulting Conditions" on a supplementary basis. Separate remuneration must be paid for this in accordance with the respective individual order.

The FPM shall only be directly integrated into the client's website for free-of-charge use of the FPM by end customers of the client if this has been separately agreed upon by the client in the respective individual order. This extended integration is subject to the "Consulting Conditions" on a supplementary basis. The free-of-charge use of FPM by the client's end customers is paid for through an appropriately adjusted higher service fee for the client (see Section 3 - Remuneration).

The "Offset Conditions" apply on a supplementary basis to the proposals drawn up on the basis of the CCF and/or PCF calculated in the FPM and/or the selection of offset options for making the CO₂ emissions calculated in FPM climate neutral. The selected offset options shall be subject to separate remuneration in accordance with the respective individual order and are not covered by the remuneration for the Solutions contract.

2. Concluding a contract

The Solutions contract is concluded through the respective individual order. This can be done either online on CPG's website through the registration for the FPM or in writing, or if explicitly agreed by CPG/CPD in an exceptional case, orally.

If the contract is concluded online, CPG/CPD will have the right to subsequently rescind the contract in the event that it is impossible to perform it. Impossibility of performance shall be deemed to exist if:

- CPG/CPD has undertaken with respect to third parties not to enter into any contractual relationship with the client, so CPG/CPD could only fulfil the contract with the client if it breaches the contract with the third party;

-in the course of its online registration in the FPM, the client accidentally selected a solution that is not relevant for it.

CPG/CPD shall promptly notify the client of the rescission.

3. Remuneration, payment terms, invoicing, delay, retention and set-off

The amount of the remuneration and the settlement period for the provision of the FPM for use are based on the details in the respective individual order. The remuneration can be composed of the following components: a one-time “set-up fee” if applicable a “service fee” that depends on the term of the contract and/or an order processing fee that does not depend on the term of the contract. These fees do not include the subsequently selected offset options, which will be subject to separate remuneration in accordance with the respective individual order and are not covered by the remuneration for the Solutions contract.

The above fees shall apply, unless otherwise explicitly agreed upon by the parties upon the conclusion of the individual order, for one site and the price scale selected by the client with regard to the individual order. Price scales shall be created based on particular criteria – a criterion for the creation of a price scale may be the number of employees at a site. Separate remuneration shall be payable for each additional site or if the price scale selected by the client with regard to the individual order is exceeded.

Otherwise section 5 of the GTC applies.

4. Rights

CPG/CPD shall provide the client with the use of its FPM software for the period purchased in the individual order, in the version currently available for use through its website at <http://www.climatepartner.com>.

The usage right is limited to one site and to the price scale limit selected by the client in the individual order, for example the number of employees at a site. The usage right is limited in terms of time to the term of the contract on the use of the FPM.

Otherwise section 6 of the GTC applies.

5. The client's obligations

The client must immediately notify CPG/CPD of any additional use of the FPM beyond the ordered use for one or more further establishments and/or due to the employee numbers scale specified when the respective individual order was concluded being exceeded. The service fee shall be adjusted from the month following the additional use. If the client fails to fulfil its notification obligation or fulfils it late, CPG/CPD will have the right to adjust the remuneration for the additional use in accordance with the actual circumstances, also without a notification. The adjusted higher remuneration will be invoiced to the client retroactively with effect from the beginning of the calendar year when the circumstances changed.

The client must immediately notify CPG/CPD of any under-use relative to the ordered use (a reduction in the number of sites compared to the respective individual order or the number of employees in a scale being lower than the number specified in the respective individual order). The remuneration shall be adjusted for the under-use from the following month. In the event of a late notification of under-use, the adjustment will be carried out for the month following the notification. There will be no retroactive reduction of service fees settled in the meantime.

The client is prohibited from enabling third parties to partially or fully use the software or providing them with such use. Commercial provision is explicitly prohibited. The user must take precautions to prevent unauthorised access to the software by third parties. Third parties in the meaning of this contract are employees of the client who are not authorised to perform the contract. An exception from this prohibition shall only apply if it has been explicitly agreed upon between the client and CPG/CPD in the respective individual order.

The client shall be obliged to keep secret the access data selected by it or provided by CPG/CPD upon the conclusion of the contract with respect to unauthorised third parties and to store it securely to protect it from access by unauthorised third parties, so that misuse of the data by third parties for the purpose of securing access is impossible. The personal password must be changed at regular intervals.

The client is not permitted to rework, modify, reproduce, or decompile the software.

When the contract ends, the client shall be obliged to immediately delete or destroy its access data for the FPM or Django calculator. If provided with an Excel calculator for the term of the contract, the client shall also be obliged, if it has been provided with an Excel or Django calculator for the term of the contract, to permanently delete or destroy it along with all back-up copies that may have been created as soon as the contract ends. The same applies to any MIS interface – if it has been provided to the client, the interface must immediately be permanently deleted or destroyed by the client when the contract ends.

6. The term of the contract and termination

The contract on the use of FPM will be concluded for the period specified in the individual order (e.g. one month, one year).

Unless otherwise specified in the individual order, the contract will be automatically extended by the period specified in the individual order unless it is terminated, giving 14 days' notice (for all contractual terms of up to one month) or six weeks (for all contractual terms of over one month), effective at the end of the term of the contract.

The right of extraordinary termination for good cause remains unaffected. Good cause for CPG/CPD shall be deemed to exist if the client breaches its obligations under section 5.

In the event of termination by the client, a blackout period of six months from the end of the contract shall apply. During that period, the client will not have the right to conclude another contract with CPG/CPD. In the event that the client nevertheless concludes a contract online on CPG/CPD's website through registration for the FPM during the aforementioned blackout period, as a

precautionary measure CPG/CPD will already declare the said contract invalid at that time. In such a situation CPG/CPD does not provide the client with any effective, binding offer online.

8. Liability

CPG/CPD shall not be liable for uninterrupted availability of the FPM. If its availability is interrupted, CPG/CPD shall take all technically and financially reasonable steps to promptly restore the availability. The client shall not be entitled to any further claims in the event that the availability of the FPM is interrupted.

CPG/CPD is not obliged to make the FPM available on its own servers. For this purpose it can use external service providers that have undertaken to comply with the German Data Protection Act (*Bundesdatenschutzgesetz*).

9. Loss of data

CPG/CPD shall secure the data entered into the FPM through regular, periodic backups. It shall support the client in the event of a loss of data by loading the last available backup. The client is not entitled to any further claims on this basis.

Otherwise section 7 of the GTC applies.

10. Confidentiality, data protection and references

See section 8 of the GTC.

11. Final provisions

See section 9 of the GTC.

As at: 1 August 2013

Offset conditions

of ClimatePartner GmbH / ClimatePartner Deutschland GmbH (hereinafter referred to as "CPG"/"CPD"), Ainmillerstraße 22, D-80801 Munich, Germany

1. The subject of the contract

On the basis of a service contract, CPG/CPD provides its clients with the service of offsetting the greenhouse gas emissions of the client or its end customers, i.e. so-called "CO₂ offset". The CO₂ offset service is carried out through the selection, purchase, accounting and retirement of CO₂ certificates from recognised climate protection projects in voluntary emissions trading (the voluntary market).

2. Concluding a contract

The offset contract shall be concluded through the respective individual order. If the client has access to the FPM (which is subject to the “Solutions Conditions”), he can directly create CO₂ offset orders for himself or his end customers in the FPM. Alternatively, the conclusion of the offset contract can be ordered by way of a separate offer in writing.

A requirement for the acceptance of the individual order by CPG/CPD is that the client order has a minimum volume of 1 kg CO₂. In the event that this minimum volume is not reached, CPG/CPD reserves the right to round the ordered quantity up to the minimum volume.

If orders are created for end customers of the client, no separate contractual relationship shall arise between CPG/CPD and the end customer. CPG/CPD will provide its service exclusively to the client. The settlement of the offset orders of end customers of CPG/CPD’s client shall occur exclusively between CPG/CPD and the client.

The FPM enables the client to create an order initially as a draft and subsequently creating a final order, or directly create a final order. A draft order is not legally binding and can be modified or deleted by the client at any time. Drafts that are not subsequently converted into final orders by the client can be deleted by CPG/CPD from the FPM after a reasonable period of time without further notification. Only through the finalisation of an order does the legally binding service contract for the offset between the client and CPG/CPD come into existence. When a written order is placed, a legally binding contract always comes into existence. The possibility of preliminary, non-legally binding drafts is excluded in this case.

The client does not have the right to rescind the contract.

3. The performance of the contract

CPG/CPD shall ensure that the client has sufficient emission reduction certificates at its disposal for the CO₂ offset.

To ensure that each certificate is only used once, CPG/CPD will retire it. When the certificate is retired, no further transfers of that certificate are possible. Retirement is carried out by CPG/CPD at regular intervals. On the respective retirement date, the sold quantity from the respective project will be collectively retired.

The client has no right to the permanent provision of emission reduction certificates from one particular climate protection project. In the event that the selected emission reduction certificates cannot be supplied, CPG/CPD reserves the right to carry out the carbon offset through the retirement of comparable, equivalent, or higher value emission reduction certificates.

4. Remuneration, payment terms, invoicing, delay, retention, and set-off

The remuneration for the selected offset shall be based exclusively on the prices specified in the FPM when an order is finalized or according to the prices specified in the written individual order.

Generally, payment for the offset orders shall be made individually for each offset order placed. Notwithstanding the above, CPG/CPD reserves the right to settle several orders together in the event of small orders according to its own discretion.

The final retirement of the emission reduction certificate(s) contained in the offset order shall only be carried out after payment has been made in full.

Otherwise section 5 of the GTC applies.

6. Rights

CPG/CPD shall provide the client with an identification symbol (label) with an integrated CPG/CPD identification number for its offset orders. The label shall be used for its specific purpose only. Misleading labelling, such as marking a product or a batch with an incorrect label or with a label that suggests offsetting above the actual order, is impermissible. The label must not be applied or used if, for example, the product or the product batch is not climate neutral or only partially climate neutral. Once an order has been finalized, the client will receive a usage right to the respective identification symbol subject to the subsequent condition: the usage right expires automatically if the client fails to pay for the offset order despite a reminder being issued by CPG/CPD and if the time limit expires ineffectively (the fulfilment of the condition subsequent).

If the condition subsequent is fulfilled, the client will be obliged to immediately return to CPG/CPD all identification symbols (labels) with an integrated CPG/CPD identification number for the offset order without being requested to do so or permanently and demonstrably delete or destroy them.

Otherwise section 6 of the GTC applies.

7. Liability

Liability of CPG/CPD

CPG/CPD shall not bear any liability with regard to the permanent provision of CO₂ emissions certificates from a particular climate protection project. The client is not entitled to any claims on that basis against CPG/CPD.

Otherwise section 7 of the GTC applies.

The client's liability

The client shall be liable to CPG/CPD in terms of only labelling as climate neutral those orders whose emissions have actually been offset. If CPG/CPD finds that the volume of the products or services labelled as climate neutral is larger than the order volume entered in the FPM, it will have the right to charge the client for certificates in the corresponding amount. CPG/CPD will have the right to estimate the quantity of emission reduction certificates if the company fails to cooperate in good faith. CPG/CPD also reserves the right to assert claims for compensation for losses incurred by it due to breaches of obligation resulting from wilful misconduct or gross negligence (through the misuse of the identification symbol).

8. Confidentiality, data protection and references

See section 8 of the GTC.

9. Final provisions

See section 9 of the GTC.

Otherwise the provisions of the laws on services apply.

As at: 1 August 2013