

TERMS AND CONDITIONS OF SALE: CARBA, INC.

- 1. Applicability.** These terms and conditions of sale apply to any agreement (“**Agreement**”) between Carba, Inc. (“**Seller**”) and the buyer (“**Buyer**”) with respect to the sale of Verified Carbon Credits (as defined in the Agreement). Seller and Buyer are each a “**Party**” and, collectively, the “**Parties**”.
- 2. Amendment and Modification.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.
- 3. Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances.
- 4. Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 5. Confidential Information.** All non-public, confidential or proprietary information disclosed by either Party (“**Discloser**”) to the other Party (“**Recipient**”), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as confidential in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Discloser in writing. Upon Discloser’s request, Recipient shall promptly return to the Discloser all copies of the Discloser’s Confidential Information or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. Confidential Information shall not include information that, at the time of disclosure is: (a) in the public domain; (b) known to Recipient at the time of disclosure; (c) rightfully obtained by Recipient on a non-confidential basis from a third party; or (d) is required to be disclosed under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction.
- 6. Intellectual Property.** Seller is and shall remain the exclusive owner of its Intellectual Property. “**Intellectual Property**” means any registered and unregistered intellectual property rights including, but not limited to, trademarks, service marks, trade names, business names, rights in domain names and URLs, logos, rights in get-up, seals, certification marks, patents, rights to inventions, registered and unregistered design rights, copyrights and related rights, database rights, rights to goodwill or to sue for passing off, rights in confidential information (including know-how and trade secrets) and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration,

any registration of such rights and applications and rights to apply for such registrations.

- 7. Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted Party's Impacted Party, including, but not limited to, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall, promptly upon becoming aware of it, use all reasonable efforts to notify the other Party in writing of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

- 8. Anti-Bribery and Corruption; Sanctions; and Human Rights.** Each Party shall comply with all applicable anti-bribery and anti-corruption laws and regulations, including, but not limited to, the US Foreign Corrupt Practices Act, UK Bribery Act 2010, and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; any economic or financial sanctions or trade embargoes imposed, enacted, administered or enforced from time to time by the US government, UK government, EU (or any of its member states), United Nations Security Council, and any other relevant sanctions authority; all applicable anti-slavery and human trafficking laws and regulations, including, but not limited to, the Modern Slavery Act 2015.

- 9. Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller.¹

- 10. Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

- 11. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
- 12. Governing Law and Submission to Jurisdiction.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of Minnesota, United States. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in Minnesota, or the United States District Court for the District of Minnesota, and any appellate court therefrom. Each Party agrees that each such court will have personal jurisdiction over it with respect to such suit, action, or proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.
- 13. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14. Survival.** The following provisions will survive termination of this Agreement: Confidential Information, Governing Law and Submission to Jurisdiction, and Survival.