

Framework Agreement for the provision of services related to the CO2IN token

Consumer

(„Framework Agreement“)

The CO2IN, a.s.

with its registered office at Pobřežní 620/3, Karlín, 186 00 Prague 8

ID Number: 09450050

entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 25633

represented by Jan Palaščák, Member of the Board of Directors

(„Company“)

and

[CLIENT'S NAME]

Phone: **[PHONE NUMBER]**

Email: **[E-MAIL ADDRESS]**

(„Client“)

(The Company and the Client jointly as the “Parties” or individually as the “Party”)

1. General provisions

- 1.1. Capitalized terms used in this Framework Agreement have the same meaning as capitalized terms used in the General Terms and Conditions (“GTC”), unless the Framework Agreement states otherwise.
- 1.2. Pursuant to the Framework Agreement, the Company undertakes to provide the Client with the following services (“CO2IN Services”):
 - 1.2.1. The Company will establish an Account for the Client via the Application;
 - 1.2.2. The Company will allow the Client to transfer funds in EUR or CZK to the Account (funds in CZK will be converted to EUR, as the funds on the Account are maintained in EUR);
 - 1.2.3. The Company will allow the Client to withdraw funds from the Account in EUR or CZK;
 - 1.2.4. The Company will allow the Client to purchase Tokens from the Company and sell Tokens to the Company;
 - 1.2.5. The Company will allow the Client to dispose of the Tokens in accordance with the terms of the Framework Agreement and the GTC;
 - 1.2.6. The Company will allow the Client to dispose of the Tokens via the Application;

- 1.2.7. The Company will allow the Client to liquidate the Tokens, while its liquidation will lead to the Liquidation of the Allowance, i.e. put the Allowance out from circulation under the conditions of the Framework Agreement and the GTC;
- 1.2.8. The Company will allow the Client to gain services and goods of another Clients in exchange for the Tokens;
- 1.2.9. The Company will allow the Client to offer services and goods to another Clients in exchange for the Tokens.
- 1.3. This Framework Agreement shall be amended or supplemented only by amendments concluded remotely through the Application, unless otherwise stated in the Documents.
- 1.4. The contractual obligation arising on the basis of this Framework Agreement is governed by the GTC and the Documents, which are integral part of this Framework Agreement.
- 1.5. The provisions of the Framework Agreement prevail over the provisions of the GTC and other Documents. The provisions of the GTC prevail over the provisions of other Documents (except for the Framework Agreement).

2. Subject of the Agreement

- 2.1. The main purpose of the CO2IN Services is to allow Clients to Transfer a Token and thus indirectly protect the environment.
- 2.2. The Company undertakes to provide the Client with CO2IN Services, under the conditions specified in this Framework Agreement and Documents, in particular the GTC. Based on the CO2IN Services, the Client will be mainly entitled to carry out Transfers of Tokens, always by means of the Application. The Company is entitled to a fee in accordance with the Tariff for the provision of CO2IN Services.
- 2.3. The Company will allow the Client to exchange Tokens for the Liquidation of the Allowance according to the Tariff, i.e. to ensure put the Allowance out from circulation.

3. Representations

- 3.1. By signing this Framework Agreement, the Client expressly declares that:
 - 3.1.1. all Documents were provided to him before the signing of the Framework Agreement;
 - 3.1.2. the Client has become acquainted with the Documents;
 - 3.1.3. all information and documents the Client submitted to the Company in connection with the conclusion of the Framework Agreement are complete, correct and in no way misleading; and
 - 3.1.4. is aware of the fact that the Company is not liable to the Client for damages in the cases described in the Documents, especially in the GTC.
- 3.2. The Client declares and confirms that he is aware of the following provisions of the GTC, which he expressly accepts, understands and does not consider them surprising:

- 3.2.1. Article 1.4 of the GTC, which sets out the contracting process of the Framework Agreement;
- 3.2.2. Articles 3.9 and 3.10 of the GTC, which states the right of the Company to refuse to Transfer the Token;
- 3.2.3. Article 6 of the GTC, which states the limitation of the Company's liability for loss caused to the Client;
- 3.2.4. Article 10.1 of the GTC, which limits the Client's right to assign a receivable under the Framework Agreement to a third party without the prior written consent of the Company;
- 3.2.5. Article 10.2 of the GTC, which states that the Company is entitled to unilaterally set off its due and undue receivables towards the Client, and the Client's limitations to set off its receivables towards the Company;
- 3.2.6. Articles 13.2, 13.4 and 13.5 of the GTC, which establish the Client's right to terminate the Framework Agreement; and
- 3.2.7. Articles 14.1, 14.2 and 14.4 of the GTC, which establish the conditions under which it is possible to change the GTC.

4. Final provisions

- 4.1. This Framework Agreement is concluded for an indefinite period of time.
- 4.2. This Framework Agreement shall become valid when the Client electronically signs the Framework Agreement in the wording offered to the Client for conclusion via the Application using the Authentication Elements.
- 4.3. The Framework Agreement shall take effect upon making the Account available in the Application to the Client. With the effectiveness of the Framework Agreement, other CO2IN Services will also be made available to the Client, however, until the Verification the Client will be only entitled to deposit funds into the Account up to the Basic Limit, CO2IN Services will be limited within the Basic Limit and it will not be possible to withdraw funds from the Account. Verification must be completed to use the CO2IN Services above the Basic Limit. The Company is entitled to limit the CO2IN Services by the Limit of funds deposited into the Account, while the Limit will be stated in the Tariff or the Client will be informed of the Limit by the Company.
- 4.4. Should a competent court or other authority find any provision of this Framework Agreement null, invalid or unenforceable, the other provisions of this Framework Agreement shall persist provided that the Parties would enter into this Framework Agreement even without such a provision, if they had recognized the nullity, invalidity or unenforceability of such a provision in time (severable arrangement). In which case, the Parties shall, without undue delay, conclude corresponding amendments to this Framework Agreement, that will enable the same result to be achieved and, if not possible, a result that is as close as possible to what should have been achieved by the null, invalid or unenforceable provision.
- 4.5. This Framework Agreement is executed in two counterparts, of which the Party will receive one copy each via the Application.

4.6. The Framework Agreement and the contractual relationship arising from it are governed by the law of the Czech Republic. All disputes between the Parties arising out of or in connection with the Framework Agreement will be resolved exclusively by the competent courts in the Czech Republic.

In [] on []

In [] on []

The CO2IN, a.s.

[CLIENT'S NAME]

Jan Palaščík

Member of the Board of Directors