



THE FUTURE
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GENERAL TERMS AND CONDITIONS GOVERNING THE CO2IN SERVICES PROVIDED BY THE CO2IN, A.S.

(For legal entities and business natural persons)

1 INTRODUCTORY PROVISIONS

- 1.1 These GTC shall govern the contractual relationship between the Company and the Client based on the Framework Agreement and the terms and conditions for providing CO2IN Services. The Company is an entrepreneur within the meaning of the Civil Code. To avoid any doubt, the Company declares that the GTC shall not be applied to relationships arising as a result of the operation and/or use of the E-Shop. The GTC shall govern the terms and conditions for providing CO2IN Services in cases when the Client is not a consumer within the meaning of the Civil Code, i.e. the GTC apply to all legal entities and also to natural persons concluding the Framework Agreement within their business activities or independent performance of their profession. Consumer rights stipulated by legal regulations therefore do not apply to the Client. Should the Client is a consumer, special terms and conditions of GTC for consumers are applicable.
- 1.2 The differing provisions in the Framework Agreement shall prevail over the provisions of the GTC. Matters not covered by the Framework Agreement and/or the GTC shall be regulated by whatever provision of the Framework Agreement or the GTC is closest in content and purpose to the case in question. In the absence of such a provision, the case shall be settled in accordance with the relevant legal requirements and principles of private law.
- 1.3 The CO2IN services allow individuals and legal entities to indirectly influence the trading of emission allowances and engage in the subsequent reduction of the CO2 emissions in a transparent and verifiable manner, particularly by enabling Token Transfer. The CO2IN Services seek to engage a broader range of individuals and legal entities in active environmental protection.

2 DEFINITION OF TERMS

The following capitalised terms have the following meanings in the GTC unless the context requires otherwise:

"**Account**" means the Client's unique Account maintained by the Company in the Application, through which the Client is entitled to transfer the Token;

"**Achievement Reward**" means a reward in multiples of Token that the Company may grant to the Client for completing sub-goals in the Application;

"**Allowance**" means other property value corresponding to the right to emit the equivalent of one tonne of carbon dioxide into the atmosphere as defined in the Allowance Trading Act;

"**Allowance Trading Act**" refers to Act No. 383/2012 Coll., on the conditions for trading in greenhouse gas emission allowances, as amended;

"**App/Application**" means the mobile application used for, inter alia, (i) Token Transfers, (ii) the Company enables its Clients the Disposal of an Allowance, (iii) the Company may provide all electronic communication (remote communication) with Clients. The App is compatible with Android and iOS operating systems and can

be downloaded in the [Google Play](#) and [App Store](#).

"**Authentication Features**" means the set of security features assigned to the Client by the Company, selected by the Client or agreed between the Company and the Client for accessing the Application and entering instructions and operations within the Application and the Account, in particular, the password used for accessing the Application, PIN code for accessing the Application, SMS authorisation, biometric data (e. g., fingerprint, face ID), mobile device linked to the Account and confirmation push notifications;

"**Base Limit**" means the amount of the Base Limit as specified in the Fee Schedule; if the Company has set the Base Limit in more than one currency, it shall be assessed with respect to the currency used by the Client to deposit funds into the Account; if the Client has deposited funds into the Account in more than one currency, its achievement shall be assessed with respect to the amount of the Base Limit set by the Company in all such currencies combined;

"**Civil Code**" refers to Act No. 89/2012 Coll., the Civil Code, as amended;

"**Client**" means a natural person or legal entity registered as the Application user with an Account, possessing a validly concluded Framework Agreement;

"**Company**" means The CO2IN, a.s., with its registered office at Pobřežní 620/3, Karlín, 186 00 Prague 8, the Czech Republic, Company ID No. 09450050, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 25633;

"**Contracting Parties**" means the Company and the Client collectively; "**Contracting Party**" refers to the Company and the Client individually;

"**Conversion Time**" means the moment of conversion of funds credited by the Client to the Account in CZK currency into EUR currency by the Company;

"**Costs**" means the funds paid by the Company to third parties in connection with the provision of the CO2IN Services under the Framework Agreement, such as bank charges for wire transfers to/from abroad and currency conversions;

"**CO2IN Services**" means all services provided by the Company to the Clients under the Framework Agreement;

"**CZK**" means the Czech Crown, i. e., the official monetary unit of the Czech Republic;

"**Disposal of an Allowance**" means the removal of an Allowance from circulation, whereby the removal of an Allowance from circulation may indirectly reduce CO2 emissions to air;

"**Documents**" means, collectively, the Framework Agreement, the GTC, the Fee Schedule, the Privacy Policy, and the EULA;

"**E-Shop**" means the electronic shop operated by the Company at eshop.co2in.cz;

"**EULA**" means the End User Software License (EULA) for the CO2IN Mobile App;

"**EUR**" stands for Euro, the official currency unit of the Eurozone countries;

"**Event of Default**" refers to a Client's breach of a legal obligation and/or obligation arising under the Framework Agreement and/or the events identified as an Event of Default in the Framework Agreement and/or the GTC;

"**Fee Schedule**" means the Company's fee schedule containing a list and amount of fees charged by the Company to the Client in connection with the provision of the CO2IN Services and other parameters relating to the CO2IN Services;

"**Framework Agreement**" means the framework agreement for the provision of services associated with the CO2IN Token under which the CO2IN Services are provided;

"**GDPR**" refers to EU Data Protection Regulation 2016/679;

"**GTC**" refers to the current version of the General Terms and Conditions for the CO2IN Services issued by the Company;

"**Limit**" means any amount specified in the Fee Schedule or an amount that the Company shall inform the Client of, other than the Base Limit;

"**Privacy Policy**" refers to the Privacy Policy available at: <https://co2in.com>;

"**Remedy**" means taking action to eliminate or mitigate the consequences of the Event of Default;

"**Token**" means the virtual instrument "CO2IN" which can be disposed of in accordance with the Framework Agreement and the GTC;

"**Token Disposal**" means the removal of a Token from circulation, i. e., the termination of the Token and the impossibility of its further use;

"**Token Transfer**" means (i) the issuance and settlement of a Token between a Client and the Company, and/or (ii) the exchange of a Token between Clients, and/or (iii) the exchange of a Token for goods or services of another Client, and/or (iv) the provision of a service and sale of goods to other Clients in exchange for a Token;

"**Verification**" means the process whereby the Client provides the Company with all documents required by the Company for the identification and/or verification of the Client and, based on the documents provided, the Company successfully completes a full identification and/or verification of the Client.

3 CONCLUSION OF THE FRAMEWORK AGREEMENT

- 3.1 The Company and the Client shall enter into a contractual relationship by concluding the Framework Agreement. The Framework Agreement shall be concluded exclusively through the Application as a means of remote communication. The Framework Contract shall become effective when the Client electronically signs the Framework Contract in the version offered to the Client for conclusion via the Application using the Authentication Features. The Company determines the text of the Framework Agreement, and the Client cannot change or amend it and may either accept it in full or reject it. The Framework Agreement shall become effective when the Account is made available to the Client in the Application. The Client will also gain access to additional CO2IN Services when the Framework Agreement becomes effective; however, until Verification is performed, the Client will only be entitled to deposit funds into the Account up to the Base Limit, CO2IN Services will be limited to the extent of the Base Limit, and it will not be possible to withdraw funds from the Account.
- 3.2 If Verification of the Client is performed, the Client shall be notified of this fact in the Application and the CO2IN Services above the Base Limit shall be made available to the Client, including the Client's right to deposit funds into the Account exceeding the Base Limit. The Company is entitled to limit the total amount of funds deposited into the Account by the Limit, with the standard Limit being set out in the Fee Schedule.
- 3.3 As part of the Verification process, the Company performs and evaluates a risk assessment of the Client, which is further performed during the term of the contractual relationship. Should the Client's risk profile change, the Company is entitled to change the Client's individual Limit. The current amount of the Client's Limit is indicated in the Application.

- 3.4 The Client expressly agrees to the Verification and the form of their authentication and the form of authorisation specified in the GTC and the Documents. Should the Verification not be carried out, although initiated by the Client or the Company, or should the Client fail to provide the required cooperation to carry out the Verification, the Company is entitled to withdraw from the Framework Agreement.
- 3.5 A Client under the age of 18 is entitled to use the CO2IN Services on a limited basis following the Company's rules for underage Clients. In particular, the Company is entitled to set a reduced Limit for crediting funds to the Account for Clients under 18.
- 3.6 The Client must be registered in the Application for the entire duration of the contractual relationship. The Client is entitled to register in the Application only once and to have only one Account. For the purposes of registration, Account operation and authentication the Client is entitled to use all identification means and data (such as telephone number and e-mail address) only once (e. g., the Client may not use the same telephone number or e-mail address to set up and operate multiple Accounts, authenticate or authorise multiple persons, etc.); this shall not apply to the Client who is a legal entity represented by several representatives. The Client shall not be entitled to use an Account registered as a consumer Account for business purposes and vice versa. The Client is required to have an internet connection to use the Application. A breach of any obligation in this paragraph constitutes an Event of Default.
- 3.7 The Company shall have the right to replace the signature of persons authorised to act on behalf of the Company by printed or mechanical means (e. g. scan, stamp), including the signature of the Framework Agreement and any amendments thereto.
- 3.8 All acts performed via remote communication shall be deemed to have been done in writing.
- 3.9 The Client enters the Application and authorises their instructions and operations, particularly the withdrawal of funds to the Account and Token Transfer, within the Application by using the Authentication Features.
- 3.10 The Client shall not be entitled to modify or supplement the draft Framework Agreement in any way. If the Client delivers to the Company a signed draft of the Framework Agreement containing amendments, reservations, limitations or other changes, this shall be deemed a rejection of the Company's proposal, and the Framework Agreement shall not be concluded.
- 3.11 The Company shall not be liable to the Client or any other person for any loss suffered as a result of written communication or document provided by the Client, which the Company in good faith and in the exercise of such level of care as is standard in the conduct of the Company's business, believed to be genuine or executed by the Client or a person authorised to act for the Client, was not a written communication and/or document genuine or executed by the Client or a person authorised to act for the Client.
- 3.12 The Framework Agreement is concluded for an indefinite period of time.
- 3.13 The Company is entitled to limit the availability of the Application and the ability to register and enter into the Framework Agreement at the Company's sole discretion.

4 TOKEN AND ACCOUNT



- 4.1 The primary purpose and intent of the Token are to reduce the carbon footprint and greenhouse gas emissions and to help educate Clients about issues concerning environmental protection. The purpose of the Token is also to implement the Token Transfer. The Token is not intended for investment purposes.
- 4.2 A Token is prorated to an Allowance, where one Allowance equals one hundred (100) Tokens. Thus, one Token is equivalent to one hundredth (1/100th) of an Allowance. However, for the purposes of the Disposal of the Allowance, one Allowance corresponds to one hundred and twenty-one (121) Tokens due to the fact that the Company is required to pay value-added tax on the Disposal of the Allowance. Should the rate of value-added tax change, the Company is entitled to unilaterally adjust the ratio of Token to Allowance pursuant to the preceding sentence to reflect the current rate of value-added tax that the Company is required to pay on the Disposal of the Allowance.
- 4.3 The Client acknowledges that the current legal regulation of the Token and its disposition is only partial and incomplete and that this state of affairs and the interpretation of the legal provisions still in force may change in the future. The Client undertakes to fully respect such changes and the related modifications to these GTC.
- 4.4 The Client is fully aware of all risks associated with the Token, the Token Transfer and the nature and storage of the Token. In particular, the Client acknowledges that the Token's value is based on the existence and value of the Allowance, its liquidity and legal nature, with all risks arising therefrom. The Company does not provide, nor is capable of providing, liquidity in the market for Allowances; consequently, in particular, the Company cannot guarantee that in the event of reduced liquidity or the collapse of the market for Allowances, it will be able to sell Allowances held by the Company and subsequently settle the Tokens issued. Anticipated or possible increases in the value of a Token cannot be guaranteed. The past value of a Token is no guarantee of future increases in value; therefore, there is also a risk of fluctuations in the value of a Token.
- 4.5 After depositing funds into the Account, the Client may request the Company to issue a Token. The funds in the Account are held in EUR. All payments are cashless. Funds in the Account shall not bear interest.
- 4.6 The Client is entitled to credit the Account with funds in EUR or CZK. In case of depositing funds into the Account in CZK currency, the relevant amount will be converted into EUR at the exchange rate of the Czech National Bank valid at the Time of Conversion plus the amount specified in the Fee Schedule. Immediately after the Conversion Time, the deposit of the converted funds into the Account shall be displayed in the Application. If the Client transfers funds to the Account in a currency other than EUR or CZK, the Client acknowledges that the funds will be converted at the applicable exchange rate and may be charged fees in accordance with the Fee Schedule and/or fees of the relevant bank; the other provisions of this Section shall not be affected.
- 4.7 The Client is entitled to withdraw the funds in the Account, in which case the funds will be credited to the Client's bank account. The funds may be withdrawn only after Verification has been carried out. If the funds deposited in the Account are withdrawn to the Client's bank account maintained in CZK, the appropriate amount shall be converted from EUR at the exchange rate of the Czech National Bank valid at the time of the exchange by the Company's employee, reduced by the amount specified in the Fee Schedule.
- 4.8 The Company may temporarily block the Account in the following cases:
 - 4.8.1 Suspicion of unauthorised access to the Account;
 - 4.8.2 Suspicion that a person other than the Client has made changes to the Account;



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- 4.8.3 Doubts about the accuracy of the Client's personal data;
 - 4.8.4 Conducting a Token Transfer, depositing or withdrawing funds from the Account in an unusual amount or volume;
 - 4.8.5 Suspicion of a risk of harm;
 - 4.8.6 A serious or repeated breach of the Client's obligations.
- 4.9 The Company shall inform the Client about the temporary blocking of the Account.

5 TOKEN TRANSFER

- 5.1 The Client is entitled, but not obliged, to deposit funds into the Account, transfer funds therefrom to their verified bank account and/or execute a Token Transfer once the Framework Agreement is concluded and becomes effective. The Client is entitled to make a Token Transfer only through the Application and only with the Company or another Client (a third party who has set up their own Account in the Application and entered into the Framework Agreement). The Company is entitled to charge a fee for the Token Transfer according to the Fee Schedule. The Company is responsible for the Token transfer via the Application. The Fee Schedule shall determine the minimum amount of each deposit of funds into the Account.
- 5.2 The application displays the current reference price of the Token derived from the market price of the Allowance, for which it is traded on the regulated market, as well as the price that the Company offers to issue the Token, and the price that the Company offers to settle the obligation arising from the issued Token.
- 5.3 By publishing the price of the Token, the Company makes an offer to the Client to issue (the emission of) the Token. If the Client accepts the Company's proposal to issue a Token at the published Token price (referred to as "BUY" in the Application for the sake of simplicity), the Company will release the required number of Tokens to the Client and deduct the corresponding funds from the Client's Account.
- 5.4 Following the issuance of Tokens, the Company will hold the relevant number of Allowances in its own name in its own accumulated Account under the Allowance Trading Act. The Allowances shall become the property of the Company, and the Client is not entitled to transfer title to the Allowances or the right to redeem Allowances owned by the Company.
- 5.5 The Company shall purchase Allowances solely for the Account and on behalf of the Company. The Client shall not be entitled to take possession of the Allowances in exchange for Tokens.
- 5.6 By disclosing the Token price, the Company simultaneously makes an offer to the Client to settle the obligation arising from the issued Token. If the Client accepts the Company's offer to settle the liability from the issued Token at the disclosed Token price (referred to as "SELL" in the Application for the sake of simplicity), the Company is entitled to settle the Client's claim arising from the ownership of the Token, except for cases specified in the Documents, in particular in Article 5.10 of the GTC. The settlement of the Client's claim arising from the Token issued shall terminate the Token.
- 5.7 The Token Transfer not involving the Company is carried out exclusively between Clients, i. e., between third parties holding the Account, and only through the Application. The Client is not entitled to execute the Token Transfer with persons other than other Clients, nor is the Client entitled to use any means other than the Application to perform the Token Transfer. A breach of any of the obligations specified in this Section shall be deemed an Event of Default.
- 5.8 Upon the Client's request, the Company undertakes to perform the Disposal of the Allowance in exchange

for Tokens. If the number of Tokens intended for the Disposal of the Allowance is divisible by 121, the Company undertakes to perform the Disposal of the Allowance in the appropriate number within three (3) business days. If the number of Tokens intended for the Disposal of the Allowance is not divisible by 121, the Company undertakes to perform the Disposal of the Allowance to the extent of the number of Tokens not divisible by 121 only when the cumulative number of Tokens of all Clients to be used for the Disposal of the Allowance reaches 121. Along with the Disposal of the Allowance, the Company shall dispose of the Tokens used for the Disposal of the Allowance.

- 5.9 The current number of Tokens and the EUR wallet balance is shown in the Account.
- 5.10 The Company shall be entitled to refuse to deposit funds into the Account and/or Transfer Token in the following cases: (i) For reasons provided for by law; (ii) If the statements made by the Client in connection with the Framework Agreement are not complete, accurate or true in all respects; (iii) If the Company has reasonable doubt that the Token Transfer has been made by the Client or a person authorised to act for the Client; (iv) If execution of such activity could result in a breach of the law; (v) If the Client is in default of any monetary debt owed to the Company; (vi) If the Client has been adjudicated bankrupt; (vii) For operational reasons; (viii) Due to a potential conflict of interest between the Company and the Client; (ix) If the Client exceeds the maximum amount that may be credited to the Account in aggregate under the Framework Agreement; (x) If the Company has insufficient number of Allowances available; (xi) The Token cannot be issued at the price asked by the Client or settled at the price offered by the Company; (xii) The liquidity in the market for Allowances cannot be ensured (temporarily or permanently), which makes it impossible to sell Allowances owned by the Company in particular, (xiii) the price of the Token has not been disclosed and / or (xiv) it has been decided about liquidation of the Client without a legal successor. The Company shall be entitled to refuse to execute a Token Transfer under this provision retrospectively and no later than the end of the next business day.
- 5.11 The Company is entitled to impose volume limitations on the CO2IN Services, without prior notice, particularly limitations on the number of Token Transfers per Client or the number of Tokens issued. The Company will inform about the said limitation through the Application so that no Token Transfer will take place.
- 5.12 The Token Transfer shall be carried out during business hours and in accordance with the operating conditions of the Application and the Company, or the persons performing, arranging or supervising the Token Transfers and, depending on the nature of the matter, other persons involved. If a Token Transfer cannot be carried out under the Documents, i. e., in particular, due to delays by third parties and the non-functionality and/or failure of the Application, the Company does not guarantee that the relevant Token Transfer will be carried out and shall not be liable for any damage caused by (i) any delay between the Client's request and the execution of the Token Transfer or (ii) the failure to execute the Token Transfer.

6 DECLARATION OF THE CLIENT

- 6.1 The Client declares and confirms that the following statements are accurate and complete:
- 6.1.1 The Client expressly declares that they are a person over 15 years of age; the Client, who is a natural entity over 18 years of age, states that they are fully capable of exercising their legal capacity and that their legal capacity is not restricted in any way; the Client, who is a natural person under 18 years of age, declares that they are capable of concluding the Framework Agreement, capable of acquiring rights and fulfilling obligations arising from the Framework Agreement and that the conclusion of the



Framework Agreement and the fulfilment of obligations arising from the Framework Agreement does not conflict with their financial and social circumstances;

- 6.1.2 The Client concludes the Framework Agreement within the scope of his business activities or the independent performance of his profession; The Client, who is a legal entity, is a person duly established with full legal personality, and is entitled to all legal actions pursuant to the Documents, in particular the Framework Agreement and the GTC;
 - 6.1.3 By concluding the Framework Agreement and performing the obligations arising therefrom, the Client does not violate any of its contractual or legal obligations or violate the rights of third parties;
 - 6.1.4 The Client has obtained the consent of the other spouse if they have used funds from the community property;
 - 6.1.5 The Client does not have any other Account registered prior to the conclusion of the Framework Agreement, and after the conclusion of the Framework Agreement has a single Account registered;
 - 6.1.6 The Client has provided the Company with accurate and complete completion of all documents and statements required to be submitted by the Client and all information provided by the Client to the Company is true, complete and accurate;
 - 6.1.7 The Client is not sanctioned under the relevant legislation on measures against the laundering of proceeds of crime and terrorist financing;
 - 6.1.8 If the Client, a member of their statutory body or the beneficial owner of the Client, is a politically exposed person, the Client shall notify the Company of this fact;
 - 6.1.9 The Client has been provided with basic information about the Company;
 - 6.1.10 Prior to entering into the Framework Agreement, the Client has familiarised themselves with the rights and obligations set out in the Framework Agreement and the GTC;
 - 6.1.11 In connection with the execution of the Framework Agreement, in particular, to assess the terms of the Framework Agreement and the related documents, the Client has obtained or has had the opportunity to receive such advice and explanations from independent legal counsel and other professional advisors as it has deemed necessary and has not relied in this respect on any information provided by the Company, its legal representatives or its advisors;
 - 6.1.12 Before entering into the Framework Agreement, the Client has considered their ability to assess all risks associated with the Token and Token Transfer, as well as their financial and financial capabilities, and voluntarily and fully accepts these risks;
 - 6.1.13 If one or more representatives represent the Client at the conclusion of the Framework Agreement, such representative(s) shall be entitled to represent the Client in the same manner as has been done concerning the Company.
- 6.2 If any statement referred to in Article 6.1 of the GTC becomes false, incomplete or incorrect, it shall constitute an Event of Default.
 - 6.3 Each of the declarations referred to in Article 6.1 of the GTC shall be deemed to be repeated on each day of the term of the Framework Agreement.

7 OBLIGATIONS OF THE CLIENT

- 7.1 The Client is obliged to notify the Company without undue delay of any change in their personal data that they have provided to the Company and any facts and changes that may reasonably be expected to affect the CO2IN Services.
- 7.2 The Client agrees not to:
- 7.2.1 Use the Application in a manner capable of harming the Company, other Clients and/or third parties;
 - 7.2.2 Misuse the Application for their own unjust enrichment or the unjust enrichment of a third party, including the purposeful misuse of the App to obtain benefits, in particular, Achievement Rewards (both individually and in an organised group);
 - 7.2.3 Require other Clients to make unauthorised or unreasonable payments;
 - 7.2.4 Interfere, threaten and/or disrupt the operation of the Application, in particular by computer viruses;
 - 7.2.5 Use programs, equipment or other mechanisms and procedures that could adversely affect the operation of the Application;
 - 7.2.6 Obtain unauthorised personal data of other Clients or facts that are subject to the Company's trade secrets;
 - 7.2.7 Use unsecured e-mail or communicate your Account password to any third party and/or use the Application from unsecured access.
- 7.3 Breach of any obligation referred to in Article 7.2 of the GTC shall constitute an Event of Default.
- 7.4 The Client shall use the Application for the purpose intended under the Framework Agreement, the GTC and the EULA. The Client will comply with the terms and conditions set out in the Documents.
- 7.5 The Client shall notify the Company without undue delay after becoming aware that the Application is defective or inoperable or that a computer virus has infected the Application.
- 7.6 If a governmental authority takes action or steps affecting the Token Transfer, the Company shall be entitled to take such action or steps at its sole discretion in accordance with such governmental authority's action and measures to prevent any harm that may arise as a result of the governmental authority's action. Such action by the Company towards the Client shall be binding on the Client. If the government authority investigates the Token Transfer, the Client shall provide the requested cooperation and information in connection with the investigation of the Token Transfer.
- 7.7 The Client is obliged to send the documents and deeds required by the Documents without undue delay after becoming obliged to submit them.

8 ACHIEVEMENT REWARD

- 8.1 The Company may provide the Client with an Achievement Reward for meeting the sub-goals set by the Company within the Application.
- 8.2 The determination of the objectives for which the Achievement Reward shall be granted to the Client and the amount thereof is entirely at the discretion of the Company. The Company is entitled to cancel the provision of Achievement Rewards at any time.
- 8.3 The Company shall be entitled to withdraw the Achievement Reward already granted to the Client without



refund if the Client has obtained the Achievement Reward by fraudulent conduct, misleading the Company and/or another Client, misusing the Application and/or the Achievement Reward granted, or other similar conduct.

8.4 The Client has no legal right to receive the Achievement Reward.

9 LIABILITY OF THE CONTRACTING PARTIES

9.1 The Company does not guarantee the Client the total number of Tokens issued to other Clients (i. e., the number of Tokens in circulation) or the total number of Clients.

9.2 The Company does not bear any responsibility for the provision of the CO2IN Services for the period of validity and effectiveness of the Framework Agreement and the Client thus waives to the Company, to the widest extent permitted by law, all claims for damages.

9.3 The Company shall not be obliged to compensate the Client for any damage caused in connection with the performance of the Framework Agreement, in particular, damage caused for the following reasons:

9.3.1 The Application, Account and/or CO2IN Services will not be available 24 hours a day and/or seven (7) days a week;

9.3.2 The non-functionality or unavailability of the Application and/or Account and/or CO2IN Service for any reason;

9.3.3 Insufficient internet connection by the Client;

9.3.4 Downloading of data stored on the Application and/or computer viruses and/or cyber-attacks;

9.3.5 Information contained in the Application or provided in connection with or pursuant to the CO2IN Service;

9.3.6 Misuse and/or other disruption of the Application and/or Account and/or any of the CO2IN Services by another Client and/or a third party;

9.3.7 Delay in settlement of the Company's obligation due to the default of a third party, in particular a bank, government authorities or a business partner of the Company involved in the operation of the Application and/or the provision of the CO2IN Services;

9.3.8 Force Majeure, i. e., causes beyond the Company's control or prevention, including but not limited to war, civil unrest, natural disaster, the adoption of regulations by the State or supranational or international organisations, pandemics and/or measures taken because of a pandemic, etc.

9.4 The limitations set out above shall apply whether or not there are foreseeable circumstances.

9.5 The Client uses the Application at their own risk. The Client acknowledges that the availability of the Application may be limited.

9.6 The Company shall not provide the Client with any legal, tax or accounting advice or any other advice regarding the Client's business or business strategy or other matters. Any information provided to the Client by the Company shall not be considered advice within the meaning of Section 2950 of the Civil Code, and the Company shall not warrant to any Client the completeness or accuracy of the information provided.

9.7 The Client shall be obliged to compensate the Company for damages caused by the Client's breach of an obligation arising from legal regulations or a contractual relationship with the Company based on the

Framework Agreement and the GTC.

- 9.8 The Company shall not be responsible for withholding to secure the Client's tax payments, nor for the proper performance of the Client's tax obligations. It is, therefore, the Client's sole responsibility to ensure appropriate compliance with their tax obligations.
- 9.9 The Company shall use its best efforts to process all transactions of the Client, in particular concerning the execution of Token Transfers, without undue delay or within the time limits specified in the Documents; however, the Company cannot be liable for the fact that such transactions are processed by the Company later or not within the agreed time limit unless a mandatory provision of law provides for such time limit. If the Company cannot process the Client's transaction without undue delay, the Company shall notify the Client via the Application.

10 COMMUNICATION AND DELIVERY

- 10.1 The Company and the Client shall preferentially use the Application or electronic mail (e-mail) for mutual communication unless expressly excluded by the Contracting Parties.
- 10.2 The Client is obliged to familiarise themselves with the content of any message delivered to them by the Company without undue delay.
- 10.3 The Company and the Client will communicate in Czech or English unless otherwise agreed.
- 10.4 Notices (or any communication under and/or in connection with the Framework Agreement, including amendments thereto) shall be deemed to have been delivered when they come into the possession of the addressee, i. e., at the time when the Contracting Party may have become aware of their contents. In the case of a notice sent by the Company via the Application, it shall be deemed to have been delivered at the moment the notice is entered into the Client's mailbox within the Application.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Application and the content of the Application, including in particular texts, templates, photographs, logos, images, videos, and software of the Application, is protected by intellectual property rights of the Company, another person from the Company's group or other third parties. The Client shall refrain from any interference with the intellectual property rights of the Application and its content.
- 11.2 No provisions of the Framework Agreement or the Documents shall be construed as an agreement to acquire or assign any intellectual property rights in the Application or its content.

12 DATA PROTECTION

- 12.1 In operating the Application and providing the CO2IN Services, the Company processes its Clients' personal data and prospective Clients of the CO2IN Services. In doing so, it complies with data protection rules, in particular the GDPR and related legislation. For more information on personal data processing, please refer to the document Privacy Policy, available on www.co2in.com.
- 12.2 The Company shall be entitled to keep a record of all activities of the Client in the Application in accordance with the Documents, including the taking of an audio recording when communicating with the Client by telephone. The Company is also entitled to use such records in accordance with the Documents.

13 ASSIGNMENT AND SET-OFF

- 13.1 The Client is not entitled to assign any claim under the Framework Agreement to a third party without the

Company's prior written consent.

- 13.2 The Client agrees that the Company may at any time unilaterally set off its due and undue receivables from the Client against any receivables of the Client from the Company, due and undue. The Company shall notify the Client of the set-off appropriately. The Client shall not be entitled to unilaterally set off their claims against any of their debts to the Company.

14 EVENTS OF DEFAULT AND CONSEQUENCES OF EVENTS OF DEFAULT

- 14.1 If an Event of Default occurs, the Company shall be entitled to:

14.1.1 Suspend or restrict the provision of the CO2IN Services until the Event of Default and/or the consequences arising from such Event of Default has been remedied; and/or

14.1.2 Claim compensation for damages, including but not limited to damages, non-pecuniary damages, debt, legal costs, out-of-pocket expenses, tax liabilities, contractual penalties, liquidated damages; and/or

14.1.3 Instruct the Client to Remedy; and/or

14.1.4 Withdraw from the Framework Agreement; and/or

14.1.5 Terminate the Client's Account.

- 14.2 The Company reserves the right not to re-enter into a Framework Agreement with a Client whose Account it has previously terminated and/or with respect to whom it has previously withdrawn from the Framework Agreement.

- 14.3 The Client shall notify the Company immediately after becoming aware of an Event of Default.

15 FEES

- 15.1 The Client is obliged to pay the Company the Fees for the provision of the CO2IN Services, their nature and amount are regulated by the Fee Schedule.

- 15.2 Fees shall be payable in accordance with the current Fee Schedule and due on the day on which the CO2IN Service is provided, which is charged according to the Fee Schedule.

- 15.3 Reimbursement of the Costs, which the Client is obliged to pay to the Company under the Framework Agreement, shall be due on the date the Company incurs the Costs.

- 15.4 Should the Framework Contract be terminated, the Company is not obliged to refund any pro-rata portion of the Fee as per the Fee Schedule.

16 TERMINATION OF THE FRAMEWORK CONTRACT

- 16.1 The Framework Contract shall be terminated (i) by agreement of the Contracting Parties, (ii) by termination or (iii) by withdrawal.

- 16.2 The Client is entitled to terminate the Framework Agreement at any time. The notice period is one (1) month from the date of delivery of the notice to the Company. In such case, the Company shall settle the Tokens owned by the Client at a price stated in the Application on the date of the Framework Agreement termination and, if the price of the Token is not released on the date of termination of the Framework Agreement, at a price disclosed immediately after such date.

- 16.3 The Company is entitled to terminate the Framework Agreement at any time. The notice period shall be two (2) months from the date of delivery of the notice to the Client. In such event, the Client shall be entitled to settle the Tokens in their possession against the Company at a price stated in the Application on the date of termination of the Framework Agreement.
- 16.4 The Contracting Parties are entitled to withdraw from the Framework Agreement in the cases specified in the Framework Agreement, the GTC and/or the relevant legislation, particularly the Civil Code. Withdrawal shall become effective upon its delivery to the other Contracting Party.
- 16.5 The Framework Agreement does not terminate upon the Client's death or wind up, and all rights and obligations shall be transferred to the heirs according to the relevant inheritance proceedings or a legal successor of the Client.
- 16.6 Upon termination of the contractual relationship between the Client and the Company arising under the Framework Agreement, the Contracting Parties shall be obliged to settle their obligations existing at the date of termination of the Framework Agreement, in particular, to pay all amounts due.

17 CHANGE OF THE GTC

- 17.1 The Company is entitled to unilaterally change the Documents, particularly the GTC and the Fee Schedule, under the conditions set out in the relevant legislation. The Company shall notify the Client of any such change no later than ten (10) days prior to the date on which the change is to take effect, by e-mail or via the Application. The Client shall be entitled to reject such a change and terminate the Framework Agreement by written notice, which in this case shall not be deemed to be electronic communication via the Application. Should a termination as per the preceding sentence occur, the Framework Agreement will become void on the day preceding the day on which the notified change to the Documents is to take effect.
- 17.2 If the Client does not terminate the Framework Agreement by the effective date of the change to the Documents, in particular, the GTC and/or the Fee Schedule, the Client shall be deemed to have agreed to the change. The Company shall expressly notify the Client of this consequence.
- 17.3 The Client acknowledges and agrees that changes to the Documents, in particular to the GTC and/or the Fee Schedule, made for the benefit of the Client, or changes of a purely informative nature which are not determined by agreement of the Contracting Parties or which are caused by the addition of a new service of the Company or a feature of an existing product, which is not used by the Client and which does not impair the Client's position, the Company shall be entitled to make immediately, notwithstanding the procedure under Section 17.1 of the GTC. In such case, the Company shall be entitled to notify the Client of the change at least one day before the change takes effect.

18 FINAL PROVISIONS

- 18.1 Should any provision of the Framework Agreement and/or the GTC become invalid, ineffective, void or unenforceable in any respect under applicable law, the validity, effectiveness, enforceability or legal sufficiency of the remaining provisions thereof will not be affected or impaired thereby. In such cases, the Company and the Client agree to replace such invalid, ineffective, apparent or unenforceable provision without undue delay with a valid, effective and enforceable provision that most closely matches the meaning and intent of the original provision.
- 18.2 All information addressed to the Client regarding the CO2IN Service, including current versions of the



Documents, shall be made available through the Application or other appropriate means.

18.3 The GTC have been drawn up in the Czech and English languages. In case of a conflict between the language versions, the Czech version shall prevail.

18.4 The law of the Czech Republic shall govern the Framework Agreement and the Documents.

These GTC shall become valid and effective as of February 22, 2022.