



Portfolio Pledge Agreement

between

The Gold Standard Foundation, 79 Avenue Louis-Casai, CH-1216 Geneva-Cointrin,
Switzerland

-GSF-

and

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WHEREAS, the CC and The Gold Standard Foundation are both committed to promoting and facilitating investment in renewable and sustainable energy; and

WHEREAS, the CC is an end-buyer or (re)seller of carbon credits

WHEREAS, the CC provides its clients with rigorous carbon calculations, industry-leading transparency and the highest-quality clean energy and carbon credits; and

WHEREAS, The Gold Standard (GS) is a quality carbon credit label for CDM/JI and voluntary offset projects, run and administered by the GSF, a non-profit foundation based in Basel, Switzerland; and

WHEREAS, GS VERs and CERs are sourced from projects that are additional, sustainable, transparent and offer measurable benefits for local communities;

NOW THEREFORE, CC and GSF express their mutual understandings and commitments as follows:

1. Pledge

The CC pledges to build up or maintain a carbon credit portfolio in which % of the total CO₂-reduction volume of the portfolio is attributed to credits registered under GS.

The CC strives to reach this percentage the latest within .

4. Reporting

The CC is obligated to report **to GS every six months**. This information will be used to ensure compliance with this agreement. It can also be used to support CC in its retail efforts vis à vis the GS newsletter, market bulletin, and news articles.

5. Audit Right

The GSF is entitled to audit the reports of the CC regarding pledge fulfillment at any time. The auditor must be a professional, neutral auditor without any particular interest in the carbon credit market. The CC will give the auditor access to the necessary information, registry accounts and business facilities and will fully cooperate with the audit. The costs of the audit are borne by the GSF. If the audit shows a discrepancy of more than -4% to the reported GS-percentage of the reduction volume of the past six months, the costs of the audit will be borne by the CC.

6. Duration

The agreement enters into effect when signed by both Parties. It remains in force as long as the pledge is matched by actual delivery; initially for one year.

7. Premature Termination / Reservation of Rights and Sanctions

This agreement can be terminated prematurely by the GSF immediately at any time for any one of the following reasons:

- Non-fulfillment of the pledge, after a written reminder and a grace period of 6 months;
- Discrepancy of more than -4% to the reported GS-percentage of the reduction volume of the past six months;
- Abuse of the GSF's intellectual property;
- Failure in spite of a written demand by the GSF to cease or interrupt activities of the CC or persons associated with CC creating a considerable reputational risk for the GSF. At all times, it is crucial that the immaculate reputation of the GSF and the high ethical principles on which the GS is based are fully upheld by the CC.

In any of these cases, especially in case of deliberate provision of false information regarding pledge fulfillment, the GSF expressly reserves all of its further rights, including the right to claim damages and impose sanctions as foreseen in the "Term & Conditions"

8. Modification

Modifications of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

9. Terms & Conditions / Brand and Sponsor's Manual

With the signature of this agreement, the CC also accepts the Gold Standards Terms & Conditions as well as "The Gold Standard Brand and Sponsor's Manual", which form an integral part of this agreement (enclosed).

10. Applicable Law and Jurisdiction

Only Swiss Law is applicable. The exclusive place of jurisdiction for any conflict between the Parties is Geneva, Switzerland.

Geneva, _____ / _____ / 20 _____

, _____ / _____ / 20 _____

For the Gold Standard Foundation:

For

In two original examples.

NB: Kindly allow for 5 working days after submitting your pledge to receive the initial evaluation. Repeat requests before these 5 days have passed will delay your application process. The Gold Standard understands that potential pledgers have deadlines with designers and marketing staff. Thus GS suggests that potential pledgers allow a full three weeks from initiating their pledge to finalization (and the delivery of the appropriate pledge logo).

2. Rights of CC

The CC shall have the following rights, granted on a worldwide, non-exclusive basis:

- Listing of the CC on “The Gold Standard Market Place” (www.cdmgoldstandard.org). Includes company name, email, and website. The order of this regular listing is alphabetical.
- The CC shall have the additional right to refer to his portfolio pledge in advertisements and elsewhere using the “Gold Standard Portfolio Pledge Logo” (taking into account the guidelines on logo use in “The Gold Standard Brand and Sponsors’ Manual):



For pledges of 51% or greater:

- The CC shall have the additional right to refer to his portfolio pledge in advertisements and elsewhere using the “Gold Standard Portfolio Pledge Logo” (taking into account the guidelines on logo use in “The Gold Standard Brand and Sponsors’ Manual):



- Elements listed on the marketplace are “highlighted” in terms of website placement. The listing includes company name and company logo, hyperlink, contact details, 3-line description and pledge (can include minimal deal size accepted).
- The “51% +” CC shall have the additional right to receive a highlighted, secondary listing above all other listings in the fitting section of their choice under the “Gold Standard Products, Projects and Services” section of “The Gold Standard Marketplace”.

For the avoidance of doubt, the CC will refrain from any other use of the GS name and the GS logo and will fully respect the GSF’s intellectual property rights. Especially, unless authorized through separate agreements, the CC will refrain from any other use of the GSF-name, the GSF-logo and/or GSF-trademarks in advertising materials, including the internet. The CC will comply with any instructions given by the GSF in this regard and the GSF expressly reserves all of its rights in case of abuse of intellectual property.

3. Remuneration

In the common interest of expanding the voluntary carbon market and promoting renewable and sustainable energy, there is no remuneration.