

Climate Neutral Enterprise Certification Agreement

This Certification Agreement, including its appendices, (“Agreement”) is made and entered as of the date last set forth below by and between the Climate Neutral Network, a Washington not for profit corporation (“Climate Neutral Network”), and _____
[Client name], a _____ [description of Client’s business organization and state of incorporation] (“Client”).

RECITALS

- A. Climate Neutral Network provides certification services to participants in an Enterprise (as defined below) wishing to readily and publicly identify their Enterprise as meeting certain environmentally superior criteria as compared with other or competing enterprises.
- B. Climate Neutral Network is the owner of all right, title and interest in the Climate Neutral Certification Mark (“Mark”) symbolizing such certification and suitable for use by certified Enterprises in promotion, advertising or otherwise.
- C. The Client is in the business of _____
- D. Enterprise refers to climate neutral enterprises or services (identified in Application For Certification attached to this Agreement as Appendix A) that reduce or offset the climate gases with which they are associated, in accordance with Climate Neutral Network’s design criteria, to achieve a net zero impact on the earth’s climate (as described in Guidelines Governing the Use of the Climate Neutral Certification Mark” (“Guidelines”), attached to this Agreement as Appendix B).
- E. Client wishes to participate in Climate Neutral Network’s certification program and make use of the Mark.

AGREEMENT

1. Use of the Mark: Based upon Client’s representations set forth in Appendix A that its Enterprise satisfies the Guidelines and its operations are consistent with those requirements, and provided that Client meets its continuing obligations as described in this Agreement, Client may display the Mark in promotional, advertising and informational materials describing its Enterprise.

2. Fees: Client’s use of the Mark is contingent upon paying the following fees:

- (a) Client's initial application for participation shall be accompanied by a one-time, non-refundable fee in the amount of \$_____;
- (b) If certified, on the first and each subsequent annual anniversary of certification, Client shall pay Climate Neutral Network an annual administrative fee, based on the term of agreement specified in Section 6 below, in the amount of \$_____; and
- (c) Client shall pay an annual fee in an amount based on the reduction of offset, in tons, of climate gases attributable to the Enterprise, as specified in Appendix B applicable to the Client, for Client's continued use of the Mark.

All fees shall be due and payable upon presentation of an invoice from Climate Neutral Network. The annual fees will not be refunded in whole or in part if, for whatever reason, Client ceases to maintain certification for its Enterprise or discontinues use of the Mark prior to the expiration of the year to which the fee applies.

3. Client's Obligations: In addition to its obligation to pay the fees described in paragraph 2 of this Agreement, Client agrees:

- (a) To fully and accurately provide, or authorize the release of, all such data or other documentation as Climate Neutral Network may request from time to time necessary to inform and apprise Climate Neutral Network of Client's continuing satisfaction of the Guidelines.
- (b) To provide Climate Neutral Network with prompt notification of material changes in the description of Product from that contained in Appendix A, including changes in climate gas releases or offset performance, and to re-attest to Client's agreement to provide a Product that satisfies Climate Neutral Network's criteria and previous attestations to customers.
- (c) To comply with the Guidelines Governing the Use of the Climate Neutral Certification Mark specified in Appendix B hereof and as it may be amended from time to time.
- (d) Client will cooperate with Climate Neutral Network, including provision of available appropriate, non-proprietary or commercially sensitive information and

data, to enable Climate Neutral Network to monitor the reach and success of secondary uses of the Mark.

4. Confidentiality. Climate Neutral Network acknowledges that data and other documentation provided to it by Client under this Agreement may include information relating to Client which is confidential in nature, as specified in Appendix C, Confidentiality Agreement. Upon mutual agreement, a confidentiality agreement provided by Client may be used in lieu of the agreement specified in Appendix C. The Confidentiality Agreement by its terms will survive the termination of this Agreement. Client shall clearly and conspicuously identify the information it regards as confidential. Unless otherwise directed by a court or other legal authority, Climate Neutral Network, its agents and employees shall at all times, both during the term of this Agreement and after its termination, keep in trust and confidential such confidential information provided, however, that Climate Neutral Network may track, organize and publish such information in aggregate form and in a manner that does not permit identification of the Client or its customers.

5. Liability. Client agrees to defend, indemnify and hold harmless Climate Neutral Network, its agents and employees against all losses, claims, demands, or costs or expenses of any nature whatever, including attorneys' fees, which arise directly or indirectly out of Client's use of the Mark or performance under this Agreement including, but not limited to, non-performance of, or regulatory actions, with respect to offset acquisitions, and Client's other representations set forth in Appendix A provided however that Client's obligations under this Section 5 shall not extend to claims or demands based on claims of trademark infringement involving, or Climate Neutral Network's interest in, the Mark..

6. Term and Termination. This Agreement shall be effective upon execution and shall remain effective for _ (x) years unless earlier terminated, as described below.

(a) Client may terminate this Agreement, effective upon thirty (30) days written notice to Climate Neutral Network and remittance of a break-up fee equal to the sum of 1) the difference in the annual fee payable under Section 2(b), above, for the original term, and the annual fee which would have been payable under Section 2(b), above, for the shortened term, and 2) fifty (50) percent of the annual fee which would have been payable under Section 2(b), above, had the Agreement not been early terminated.

(b) Climate Neutral Network may terminate this Agreement for cause upon 30 days written

notice to Client:

- (i) in the event Client's initial Application for Certification is rejected; or
- (ii) in the event of the bankruptcy of Client; or,
- (iii) in the event of a material failure by Client to perform its obligations under this Agreement, if Client does not, within 30 days of the date of a notice from Climate Neutral Network demanding cure of such failure, commit to a remediation plan satisfactory to Climate Neutral Network to cure such failure; or
- (iv) in the event that a material failure by Client remains uncured within the terms of the remediation plan submitted pursuant to Section 6 (b)(iii); or
- (v) in the event Client has, is or becomes involved with activities which in the view of Climate Neutral Network, in its sole judgment, are sufficiently egregious as would tend to undermine the integrity of the Climate Neutral Network or the Mark. Termination under this Section 6 (b) (v) may only occur on a majority vote of the Climate Neutral Network Board of Directors.

(c) Upon termination, Client shall immediately cease its use of the Mark, including, but not limited to, dissemination in promotional or advertising materials, but will not be required to remove the Mark from an Enterprise created prior to termination of this Agreement.

7. Assignment: Climate Neutral Network or the Client may assign this Agreement without the other's consent provided that the assignee assumes in writing all of the obligations of the assignor. Any such assignment shall be effective thirty (30) days after notification thereof by the assigning party. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assignees.

8. Dispute Resolution: Any dispute arising under this Agreement shall be referred to the signatories to this Agreement for resolution. The signatories or their designees shall have thirty (30) days within which to resolve the dispute, and the resolution shall be reduced to writing. If a final resolution is not reached within the thirty day period, either party may pursue any remedies provided by law or equity.

9. Notices: Notices required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be either served personally or mailed by first-class registered or certified mail, return receipt requested to the parties as provided below:

[Name]

Climate Neutral Network

[Address]

Client: _____

[Client's contact name for receipt of notices, etc; Client's address, city, zip]

In witness hereof, the parties have executed this Agreement through their duly authorized representatives as of the date last set forth below.

Client by: _____ Date: _____

[Representative's name, title]

Climate Neutral Network by: _____ Date: _____

[Name and Title]

Climate Neutral Network

Attachments:

Appendix A — Application For Certification

Appendix B — Guidelines Governing the Use of the Climate Neutral Certification Mark

Appendix C — Confidentiality Agreement

Appendix D — Officers' Certificate [Attesting to Compliance with Appendix B – maybe make this part of Appendix A]