

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

TRIAL MODE

(„**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 Palaščík, Member of the Board of Directors

(„**Company**“)

and

[CLIENT'S NAME]

Date of birth: **[CLIENT'S DATE OF BIRTH]**

Identity card number: **[IDENTITY CARD NUMBER]**

Phone: **[PHONE NUMBER]**

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

Permanent residence: **[ADDRESS]**

Bank details: **[BANK ACCOUNT NUMBER]**

(„**Client**“)

(The Company and the Client jointly as the “**Contracting Parties**” or individually as the “**Contracting 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 purchase Tokens;

- 1.2.3. The Company will allow the Client to dispose of the Tokens in accordance with the terms of the Framework Agreement and the GTC;
- 1.2.4. The Company will allow the Client to dispose of the Tokens via the Application;
- 1.2.5. The Company will allow the Client to liquidate the Allowance under the terms of the Framework Agreement and the GTC.
- 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, which are part of this Framework Agreement.
- 1.5. The provisions of the Framework Agreement take precedence over the provisions of the GTC, the Terms of Use of the Application and the Tariff. The provisions of the GTC take precedence over the provisions of the Terms of Use of the Application and the Tariff.

2. **Subject of the Agreement**

- 2.1. The main purpose of the CO2IN Services is to allow Clients to purchase a Token and thus indirectly protect the environment.
- 2.2. The Company undertakes to provide the Client, in trial mode, 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 mainly be entitled to purchase and further carry out Transfers of Tokens, always by means of the Application. For the duration of the trial mode, the Client is not entitled to withdraw funds from the Account other than at the simultaneous termination of this Framework Agreement. The Company is entitled to a fee in accordance with the Tariff for the provision of CO2IN Services.
- 2.3. For the entire period of using the CO2IN Service in the trial mode, the Client is entitled to purchase Tokens in the maximum aggregate amount of EUR 400, respectively the corresponding amount in Czech crowns ("**Limit**"). The Company is not obliged to transfer the Token to the Client if the Limit is exceeded.
- 2.4. The Company will allow the Client to exchange Tokens for the withdrawal of the Allowance from circulation, and thus effectively ensure the liquidation of the Allowance. Withdrawal of the Allowance may indirectly reduce CO₂ emissions released into the atmosphere.

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. he 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. he is aware of the fact that the CO2IN Services are provided in a trial mode, in which the Company verifies its functionality and gives no warranty or guarantee to the Client for the provision of CO2IN Services. Due to this fact, the Client hereby declares that he is aware that the Company bears no responsibility for the provision of CO2IN Services for the period of validity and effectiveness of the Framework Agreement and the Client waives all claims for damages against the Company to the fullest extent permitted by legal regulations.
- 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. Article 3.10 of the GTC, which states the right of the Company to refuse to Transfer the Token;
 - 3.2.3. Article 4.2 of the GTC, which states the Client's knowledge regarding the trial mode of the CO2IN Services and the waiver of the Client's rights to compensation for damages;
 - 3.2.4. Article 6 of the GTC, which states the limitation of the Company's liability for loss caused to the Client;
 - 3.2.5. 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;
 - 3.2.6. 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;
 - 3.2.7. Articles 13.2, 13.4 and 13.5 of the GTC, which establish the Client's right to terminate the Framework Agreement; and
 - 3.2.8. 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. The Framework Agreement is concluded for a definite period of time, until the day when (i) a new framework Agreement is concluded between the Company and the Client, on the basis of which the Client will be entitled to use the CO2IN Services in full mode (i.e. not in trial mode), or (ii) a period of 30 days has elapsed from the date of sending the draft of a new framework Agreement, on the basis of which the Client will be entitled to use the CO2IN Services in full mode. In the event that this Agreement is terminated due to the expiration of the period for which the Agreement was concluded, the Company will purchase Tokens from the Client for the price specified in the Application.

- 4.2. This Framework Agreement shall become valid upon signature by both Contracting Parties, which shall be replaced by electronic means through the Authentication Elements.
- 4.3. This Framework Agreement shall become effective when the Client's full inspection is performed and the Client has provided the Company with all required documents for this purpose. With the effectiveness of the Framework Agreement, the CO2IN Services will be made available (however, within a limited trial mode), while the provision of CO2IN Services is limited until the Framework Agreement become effective.
- 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 Contracting 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 Contracting 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 Contracting 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 Contracting 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 Palašćák

Member of the Board of Directors