

# General Terms and Conditions of Purchase of Climeworks Corporation

July 2022

## 1. General

- 1.1 These General Terms and Conditions of Purchase ("**GTCP**") shall apply to the purchase of any Deliverables and Services by Climeworks Corporation ("**Purchaser**") from a supplier ("**Supplier**"). The application of general terms and conditions of Supplier is excluded, unless Purchaser expressly consents to it in writing.
- 1.2 The agreement between Purchaser and Supplier consists of the purchase order, including any specifications, drawings or any other documents listed or attached therein (the "**PO**"), any non-disclosure agreement applicable between the Parties with respect to the Deliverables and/or Services covered by the PO, and the GTCP (together, the "**Contract**").
- 1.3 Supplier shall accept the PO in writing within 10 calendar days. Until a PO is accepted in writing, Purchaser is not bound by such PO and may revoke, modify or change it any time without any liability to Supplier. The applicability of these GTCP is accepted by Supplier upon confirmation of the PO.
- 1.4 Changes or additions to the PO by Supplier shall only become part of the Contract if Purchaser agrees to them in writing.
- 1.5 In the event of contradictions in the contractual documents between Purchaser and Supplier, the following order of precedence shall apply: (i) to the extent stricter than the other documents, the non-disclosure agreement, if any, (ii) the PO; and, (iii) these GTCP.
- 1.6 Purchaser is entitled to request changes to the scope of the PO at any time. In this case, Supplier shall notify Purchaser in writing within 10 calendar days of receipt of such change request as to how delivery dates, costs or technical parameters may be affected by the requested change. Any such change shall be set out in a written change order. Purchaser may instruct Supplier to commence the implementation of the requested change prior to the confirmation of the change order by the Supplier.

## 2. Definitions

- 2.1 "**Affiliate**" means any entity controlling, controlled by or under common control with that party whereby "control" shall mean direct or indirect beneficial ownership exceeding fifty (50) percent of the voting power..
- 2.2 "**CCPA**" means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), the CCPA Regulations (Cal. Code Regs. tit. 11, §§999.300 to 999.337), and any related regulations or guidance provided by the California Attorney General.
- 2.3 "**Contracted Business Purposes**" means the Deliverables and/or Services described in the PO for which the service provider receives or accesses Personal Information.
- 2.4 "**Deliverables**" means any goods, product, software or equipment ordered under this Contract together with all Intellectual Property Rights which Supplier alone or jointly creates, conceives, develops, reduces to practice, or causes another to create, conceive, develop or reduce to practice, in connection with any such goods, product, software, equipment and/or the Services.
- 2.5 "**Intellectual Property Rights**" means all intellectual property rights comprising, or relating to, means: (i) patents and patent applications (including all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof) and patent disclosures and inventions (whether or not patentable and whether or not reduced to practice); (ii) trademarks, service marks, trade dress, trade names, Internet domain names, assumed names and corporate names, together with the goodwill of the business associated with and symbolized by such trademarks, service marks, trade dress, trade names and corporate names, in each case whether or not registered; (iii) published and unpublished works of authorship, whether copyrightable or not, including all statutory and common law copyrights associated therewith; (iv) registrations, applications, extensions and renewals for any of the items listed in sections (ii) and (iii); (v) trade secrets; (vi) databases;

(vii) computer programs, including operating systems, applications, routines, interfaces, and algorithms, whether in source code or object code; and, (viii) other intellectual property, confidential information, know-how and proprietary rights, in each case in any medium, including digital, in any language, and in any territory or jurisdiction throughout the world, now known or hereafter devised, together with all rights therein and all causes of action, judgment, settlements, claims and demands of any nature related thereto, including, but not limited to, the right to prosecute any past, present and future infringements or other violations thereof.

- 2.6 **"Malicious Code"** means any computer virus, Trojan horse, worm, ransomware, malware, time bomb, or other similar code or hardware component designed to disable, damage, or disrupt the operation of, permit unauthorized access to, erase, destroy, or modify any software, hardware, network, or other technology.
- 2.7 **"Personal Information"** means any personal data that directly or indirectly identifies a natural person, and includes personally identifiable information and other personal information as may be defined by applicable privacy, data protection, or cybersecurity laws.
- 2.8 **"Personnel"** means any person or legal entity performing any portion of Supplier's obligations under this Contract, including Supplier employees, consultants, independent contractors, agents and representatives and any and all subcontractors and employees, consultants, independent contractors, agents and representatives thereof.
- 2.9 **"Purchaser Materials"** means any and all Purchaser information, data, and materials made available to Supplier or Personnel by Purchaser or any of its Affiliates in connection with this Contract.
- 2.10 **"Services"** means the services performed, or to be performed, by Supplier or any subcontractor, as described in the Contract.
- 2.11 **"Specifications"** means those specifications for Deliverables and/or Services described in this Contract, including (as applicable) any and all criteria for functionality, performance, operability and quality to which the Deliverables and/or Services are to conform.
- 2.12 **"Supplier's Tools"** means any Intellectual Property Rights: (i) developed or acquired by or on behalf of Supplier prior to the Effective Date; or, (ii) developed or acquired by or on behalf of Supplier on or after the Effective Date,

outside the scope of any Deliverables and/or Services provided in performance of the Contract hereunder and without the use of or referral to any Purchaser Property.

- 2.13 **"Third-Party Works"** means open-source software, commercially available software, methodologies, tools, templates, or other technology or other works proprietary to any third party.

### **3. Delivery of Deliverables and performance of Services**

- 3.1 Unless otherwise agreed in the PO, delivery of Deliverables and performance of Services shall be made according to DDP Incoterms 2020 at the time, place and quantities agreed in the Contract.
- 3.2 Each Deliverable shall be provided to Purchaser via such format, manner, and media as set forth in the applicable Contract or as otherwise agreed in writing by the parties, together with a list of any and all Third-Party Works and Supplier's Tools incorporated therein.
- 3.3 In the event any Third-Party Work is incorporated into any Deliverable, Supplier shall provide to Purchaser an appropriate license or lease to use such Third Party Work. For the avoidance of any doubt, Purchaser (and not Supplier or any Personnel) shall be a party to such license or lease. Notwithstanding the foregoing, under no circumstances shall Supplier incorporate into any Deliverable any Third-Party Works that may cause such Deliverable or any technology of Purchaser or any of its Affiliates to become subject to license terms requiring such Deliverable or other technology to be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributable at no charge.
- 3.4 Purchaser shall have no obligation to accept deliveries before the agreed delivery date, or partial or excess deliveries.
- 3.5 If Purchaser is prevented from taking delivery or accepting performance by any circumstances that are beyond its control or that make taking delivery or acceptance impossible or unusually onerous, either party is entitled to terminate the Contract, on written notice to the other party without intervention of any court and without liability for any damage suffered by Supplier as a result of such termination.
- 3.6 Delivery or performance by Supplier by the date and time specified in the Contract is essential and the failure of Supplier to meet such delivery dates shall be deemed a material

breach of the Contract. If a delay in delivery or performance is expected, Purchaser shall be informed immediately in writing. Supplier shall take all reasonable measures to avoid any delay. The costs for these measures shall be borne by Supplier.

- 3.7 If Supplier fails to deliver the Deliverables or perform the Services within the time specified in the Contract, Purchaser may, after lapse of a reasonable extension granted to Supplier and without prejudice to other contractual or statutory rights and remedies, terminate or rescind the Contract without any liability by giving written notice thereof to Supplier. In such case, Purchaser may request a refund of the purchase price, if already paid, and claim compensation for all costs, expenses, damages and other losses suffered, due to Supplier's default.

#### **4. Transfer of risk and ownership**

- 4.1 For deliveries not subject to acceptance, the risk of ownership shall pass to Purchaser upon delivery in accordance with section 3.1. In all other instances, the risk shall pass to Purchaser upon acceptance.
- 4.2 Ownership of Deliverables shall pass to Purchaser upon delivery in accordance with section 3.1.
- 4.3 If it is agreed that Purchaser shall pay the price in advance of delivery, whether in full or partially, Purchaser shall acquire ownership of the Deliverables as of the date of the first payment for such Deliverables. Where title to all or any part of the Deliverables has passed to Purchaser but the Deliverables remain in the possession of Supplier, Supplier shall clearly label the Deliverables as property of Purchaser and store them separately from other Deliverables.

#### **5. Packaging and transport**

- 5.1 Unless otherwise agreed in the PO, Supplier shall bear the costs for appropriate labelling, packaging and palletization. The packaging must be appropriate to protect against damage, contamination and moisture during transport and storage and shall comply with the relevant applicable laws and regulations and with any special instructions of Purchaser.

- 5.2 The complete delivery documentation shall be enclosed.

#### **6. Inspections of Deliverables by Purchaser**

- 6.1 Purchaser shall inspect the Deliverables as soon as reasonably possible after delivery for

visible transport damage or other obvious defects.

- 6.2 Purchaser shall notify Supplier of any defects that only become apparent at a later point in time within 20 calendar days following their identification.

#### **7. Guarantees**

- 7.1 Without prejudice to any other contractual or statutory obligation, Supplier guarantees that the Deliverables and Services shall:

- comply with the provisions of the Contract, be of the agreed quality, and conform to and perform in accordance with (as applicable) any and all Specifications, properties and performances specified;
- comply with all applicable laws and regulations;
- be free from any visible or hidden defects or Malicious Code;
- be accompanied by all information, warnings, instructions and documentation relevant for their use, storage, operation, consumption, transportation and disposal;
- conform to the representations and guarantees in any literature and advertising materials provided by Supplier;
- be delivered or performed in accordance with the highest degree of professional skill and standards, in a workmanlike manner and as set forth in these GTCP, and in accordance with all generally accepted industry standards by qualified and trained Personnel who are competent and possess the skills, experience, qualifications, and knowledge necessary to perform those tasks assigned to them; and
- be subject to an adequate quality assurance system.

- 7.2 Supplier shall ensure that, for a period of 10 years after acceptance (or, if acceptance is not applicable, delivery), it shall be able to supply Purchaser with the Deliverables or parts thereof as spare and wear parts on reasonable terms and conditions and to carry out the corresponding repair work.

- 7.3 The guarantee period shall be 36 months after acceptance (or, if acceptance is not applicable, delivery or performance as applicable) of the Deliverables and/or Services.

- 7.4 During the guarantee period, Supplier shall be liable for all defects in the Deliverables or Services.

- 7.5 Within such 36 months period, Purchaser may notify Supplier of a breach of any of Supplier's guarantees at any time

7.6 For repaired or replaced Deliverables or Services provided during the guarantee period, the guarantee period shall start again upon such repair or replacement.

## **8. Remedies**

8.1 If the Deliverables and/or Services fail to meet Supplier's guarantees and obligations, Supplier shall remedy the defect, at Purchaser's discretion, by repair or replacement within a reasonable period specified by Purchaser. Supplier shall bear all costs in relation to the rectification of the defect. If Supplier does not remedy the defect accordingly, or in case of imminent danger or urgency, Purchaser shall be entitled to remedy the defect itself or have it remedied by a third party at Supplier's cost. Purchaser may claim compensation from Supplier for all costs, expenses, damages and other losses incurred by Purchaser.

8.2 If a defect cannot be remedied or is not remedied by Supplier in accordance with section 8.1, Purchaser shall be entitled to rescind the Contract and request a refund of the purchase price. In addition, Purchaser shall have the right to compensation for all damage and losses caused by Supplier's default as well as indemnification from Supplier against any and all claims for damages by third parties.

8.3 Remedies in this section shall be in addition to Purchaser's remedies at law.

## **9. Invoices and terms of payment**

9.1 The price specified in the PO shall cover all Deliverables and Services, expenses and costs necessary for the performance of the Contract. Prices are net prices (excluding the respective value added tax) for delivery of the Deliverables in accordance with section 3.1 and performance of Services at the address set forth in the PO.

9.2 The price shall not be subject to variation, except if explicitly agreed otherwise and subject to express conditions set forth in the Contract.

9.3 Supplier shall issue the invoices, in electronic form, on the date of acceptance of the Deliverables (or, if acceptance is not applicable, delivery) and/or performance of the Services by Supplier on time, in full, and in compliance with section 7 and 10.

9.4 Invoices must be sent to [finance@climeworks.com](mailto:finance@climeworks.com) only.

9.5 Invoices are payable within 60 calendar days of the date of the correct invoice.

9.6 A payment does not constitute acceptance of Deliverables and/or Services as being in

conformity with the Contract. Any claims by the Purchaser in this respect shall remain available despite payment for the Deliverables and/or Services.

9.7 Purchaser has the right to suspend payment or a reasonable part thereof until deficiencies in the Deliverables and/or Services or any breach of the Contract are rectified.

9.8 Purchaser is entitled to set off any amounts due to Supplier under the Contract, and/or under any other contractual agreement between the parties with any amounts owed by Supplier to Purchaser for any reason whatsoever.

9.9 If Purchaser fails to pay an invoice due as set out in section 9.5, Supplier shall request in writing that Purchaser make payment within a reasonable period of time. After expiry of this period, Supplier may demand interest for the delayed payment at a rate of 5% points above EURIBOR per annum.

9.10 Supplier waives any right of retention over the Deliverables, unless the rights or claims of Supplier are undisputed, have been accepted by Purchaser or have been confirmed by a final decision of a competent court.

## **10. Intellectual Property Rights**

10.1 Supplier hereby represents and warrants to Purchaser that: (i) all Deliverables will be Supplier's original creation; (ii) none of the Deliverables, any portion thereof, or the use thereof, will infringe or otherwise violate any Intellectual Property Rights of any Person, and Purchaser will have full and unencumbered rights to all Deliverables.

10.2 As between Purchaser and Supplier, all rights, title and interest in and to all Supplier's Tools shall be and remain vested in Supplier.

10.3 As between Purchaser and Supplier, all rights, title and interest in and to: the Services; the Deliverables; all Purchaser Information; any and all Purchaser Materials which Purchaser provides hereunder to Supplier and/or Personnel, or to which it provides such Persons any access; all information and data processed, prepared or generated by or utilizing any Deliverables; all modifications of, enhancements to, improvements to, updates of, and derivative works based on any of the foregoing; and all Intellectual Property Rights in or to the foregoing (collectively, "**Purchaser Property**") shall be and remain vested in Purchaser.

10.4 To the extent permitted by applicable laws, each and every Purchaser Property (to the extent such Purchaser Property relates to a

## **Climeworks Corporation**

1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801, United States of America

Deliverable) shall be deemed a "work made for hire" within the meaning of the United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded. In the event that ownership of any Deliverable or other Purchaser Property does not automatically vest in Purchaser by virtue of this Contract or otherwise, Supplier (on behalf of itself and all Personnel) hereby irrevocably and unconditionally transfers and assigns to Purchaser, effective in respect of each such Purchaser Property as of the date of its creation, all rights, title and interest that Supplier may have or may acquire in and to such Purchaser Property, in any and all media, languages, territories and jurisdictions throughout the world, now known or hereafter devised, including all Intellectual Property Rights in such Purchaser Property, and the right to prosecute and recover damages for all past, present and future infringements and other violations of the such Purchaser Property. Supplier additionally hereby irrevocably and unconditionally waives and assigns to Purchaser any and all so-called moral rights as Supplier may have in or with respect to any Purchaser Property. To the extent any such rights, title or interest in any Purchaser Property cannot be assigned by Supplier to Purchaser under applicable laws, Supplier (on behalf of itself and all Personnel) hereby grants to Purchaser a perpetual, exclusive (even as to Supplier), royalty-free, fully paid-up, freely transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice, and exploit such non-assignable rights, title and interest in any manner and media now known or hereinafter devised. To the extent any of the rights, title and interest in and to any Purchaser Property cannot, under applicable laws, be assigned or licensed by Supplier (or its Personnel) to Purchaser as set forth above, Supplier (on behalf of itself and all Personnel) irrevocably waives and covenants never to sue or otherwise assert, in any manner, forum or jurisdiction, any such non-assignable and non-licensable rights, title, and interest against Purchaser, any customers, licensees, successors in interest or assignees of Purchaser, or other Persons.

10.5 Except as expressly permitted under this Contract, neither Supplier nor any Personnel shall have any right to modify, translate, enhance, improve, combine with other materials, create derivative works or other products based upon, sell, license, distribute,

make available, or otherwise use, exploit, or disseminate, in any manner, media, or territory, any Purchaser Property. Without limiting the generality of the foregoing, Supplier shall not, and shall not permit any of its Affiliates or Personnel to, directly or indirectly: (i) make any claim of ownership in or to any Purchaser Property; (ii) apply to register any Purchaser Property in any jurisdiction; or, (iii) otherwise do or cause to be done any act contesting or in any way impairing any rights of Purchaser (or any rights of Purchaser's licensors or service providers, as applicable) in or to any Purchaser Property. Notwithstanding the foregoing, nothing in this Contract will require Purchaser to exercise or exploit any of Purchaser's rights in or to any Purchaser Property.

10.6 Supplier shall undertake, at Purchaser's reasonable expense, to do or cease to do all such acts as Purchaser may reasonably direct, and to execute, or cause its Personnel to execute, all such documents as Purchaser deems reasonably necessary or helpful, to vest in Purchaser or assure further the rights, title, and interest of Purchaser in and to the Purchaser Property. Supplier hereby appoints Purchaser as Supplier's attorney-in-fact with full power to execute, acknowledge, deliver, and record on Supplier's behalf any and all such documents for such purpose. This appointment shall be a power coupled with an interest.

10.7 In case a third party makes an infringement claim against Purchaser in respect of Intellectual Property Rights infringement by any Purchaser Property (to the extent such Purchaser Property relates to a Deliverable), Purchaser shall inform Supplier accordingly. Supplier shall indemnify Purchaser from all costs (including lawyers' fees and court costs) and third-party claims in connection with Intellectual Property Rights. Further, without limiting the foregoing, if any such Purchaser Property or use thereof infringes or otherwise violates any proprietary right of any Person, Supplier shall use best efforts to promptly, and at Supplier's sole cost: (i) provide to Purchaser a substitute item that (a) does not violate the rights of any third party, (b) is qualitatively and functionally at least equivalent to the infringing Deliverable, and, (c) satisfies Purchaser's needs to the same (or greater) extent as the infringing Deliverable; (ii) obtain a license for Purchaser to use the Deliverable, the terms and conditions of which are commercially reasonable and otherwise reasonably acceptable to Purchaser; or, (iii) in the event

neither (i) nor (ii) is reasonably feasible, refund to Purchaser all fees paid by Purchaser to Supplier for the allegedly infringing Deliverable and any other Deliverables whose performance, use or enjoyment is adversely affected by the inability to use the allegedly infringing Deliverable.

#### **11. Subcontractors**

- 11.1 Supplier shall not assign, transfer or delegate the whole or any other part of the Contract or any of its rights and obligations therein nor subcontract the whole or part of the Services without Purchaser's prior written consent.
- 11.2 Supplier shall make a list of its subcontractors available to Purchaser upon request.
- 11.3 Supplier shall be liable for any act or omission of its subcontractors as for his own acts and omissions.

#### **12. Free issue material, manufacturing equipment**

- 12.1 Material and manufacturing equipment (for example, tools) provided by Purchaser remain Purchaser's property and are to be stored at no cost to Purchaser, marked as Purchaser's property and adequately protected against damage and loss by Supplier.
- 12.2 Such material and manufacturing equipment may only be used for the sole purpose of performing Supplier's obligations under the Contract.
- 12.3 A right of retention of Supplier for material and manufacturing equipment and Purchaser Information (as defined in section 13.1) shall be excluded.

#### **13. Information, confidentiality**

- 13.1 All title and rights to the documents, Specifications, data and other information provided by Purchaser to Supplier ("**Purchaser Information**") remain vested in Purchaser. Upon termination of the Contract, Supplier shall return Purchaser Information to Purchaser, or as may be instructed by Purchaser, delete it.
- 13.2 Supplier shall keep confidential all Purchaser Information and business processes of which it becomes aware in connection with the Contract as well as any results thereof. It shall not make any of the above available to third parties, it shall use the above exclusively for the execution of the Contract, and it shall take all necessary measures to keep Purchaser Information secure and prevent unauthorized access to it. Supplier shall make such information available only to those employees

who need it to perform the Contract and shall ensure that these employees are obliged to treat the information as confidential. To the extent Purchaser agrees to subcontracting, Supplier shall ensure that any subcontractor is bound by the same confidentiality obligations.

- 13.3 This confidentiality obligation shall not apply to information which: (i) was already lawfully in Supplier's possession prior to the Contract; (ii) was already publicly accessible at that time or became publicly accessible at a later date without breach of the Contract; (iii) was legitimately handed over to Supplier by a third party; or, (iv) was released by Purchaser by written statement.
- 13.4 Supplier shall not make any reference to Purchaser or otherwise publicly disclose its business relationship with Purchaser or the terms of the Contract with Purchaser, without Purchaser's prior written consent.

#### **14. Termination**

- 14.1 Purchaser shall be entitled to terminate the Contract for convenience in whole or in part at any time upon 5 (five) business days' notice except as otherwise agreed between the parties. In this event, Supplier shall be entitled to be compensated for unavoidable costs of work-in-progress at the time of termination, to the extent proven by Supplier, with such compensation not to include loss of anticipated profits or any consequential loss and in no case to be higher than the price of the Deliverables or Services under the terminated Contract.
- 14.2 Without prejudice to all other rights of rescission or termination or any other compensation to which Purchaser might be entitled contractually or pursuant to the law, Purchaser is entitled to terminate the Contract in whole or in part, with immediate effect by written notice to Supplier without any liability and without prior court approval, if:
  - Supplier commits a material breach of any provision of the Contract and (in case of a breach capable of remedy) fails to remedy that breach within 21 calendar days of being notified of such breach by Purchaser. Supplier acknowledges that a series of minor breaches may together constitute a material breach.
  - Insolvency or similar proceedings are filed or commenced against Supplier or if a considerable deterioration of Supplier's financial situation threatens Supplier's ability to perform its obligations under the Contract.

14.3 Upon termination or expiration of the Contract, the following sections shall survive and remain in full force and effect: Guarantees (7), Remedies (8), Information, Intellectual property rights (10), Information, Confidentiality (13), Termination (14), Insurance (16), Miscellaneous (20), Applicable law and jurisdiction (21).

## 15. Force majeure

15.1 If the execution of the Contract by either Party is prevented by an extraordinary event that such party ("**Prevented Party**") proves to be unforeseeable, unavoidable and beyond its reasonable control ("**Force Majeure Event**"), the Prevented Party shall notify the other party without undue delay of such Force Majeure Event and take all reasonable steps to minimize the delay and mitigate the severity of the situation as much as possible. The non-prevented party, at its discretion, may grant reasonable extension of the delivery dates or terminate the Contract at any time by written notice to the Prevented Party.

15.2 Notwithstanding section 14.1, Supplier shall not be excused from any default or delay in the performance of its obligations under the Contract if such default or delay is due to normal risks such as, but not limited to, ordinary hazards of inclement weather, strikes or fluctuation of prices or wages.

## 16. Insurance

16.1 Supplier shall take out and maintain comprehensive general liability insurance, including product with a minimum limit of one million US Dollars (USD 1'000'000) per claim or, if higher, in an amount as customary in the industry for this type of Deliverables and/or Services, from an insurance company with a Standard+Poor's rating of A or higher, or with an equivalent rating as appropriate, and which is authorized by the FINMA (the Swiss Financial Market Supervisory Authority) or by an equivalent foreign insurance regulator. and shall provide evidence to Purchaser upon request. Supplier shall immediately notify Purchaser of any changes to the insurance policy.

16.2 Supplier shall indemnify Purchaser against all third-party claims relating to Supplier's violation of applicable law and claims for damage to physical property, personal injury and death caused by Supplier.

## 17. Inspections

17.1 Supplier shall provide evidence of compliance with the provisions of the Contract upon

Purchaser's request. Purchaser shall be entitled to carry out inspections at Supplier's premises, either itself or through third parties, during normal operating hours, to verify compliance with the provisions of the Contract.

## 18. Data protection and compliance

18.1 Supplier shall collect and process Personal Information and Purchaser Information (collectively, "**P&P Information**") under the Contract only to the extent necessary to perform its obligations under the Contract or as otherwise may be required by applicable laws. Supplier shall comply with all applicable laws that may apply to the P&P Information, including laws concerning privacy and data protection applicable to Purchaser, Supplier, and/or Personnel with respect to Supplier's activities under the Contract, and shall cooperate with Purchaser, and cause its Personnel to cooperate with Purchaser, to execute and implement any and all documentation as may be necessary to safeguard and protect P&P Information in accordance with laws applicable to Supplier, Personnel, and/or Purchaser.

18.2 Supplier shall implement and maintain a data security policy that complies with all applicable laws in each jurisdiction in which it provides Deliverables and Services to Purchaser, which policy shall include reasonable technical, organizational, administrative, physical, and other safeguards designed to ensure the security and confidentiality of Purchaser Information and the security of P&P Information provided by Purchaser to Supplier, and to protect against any unauthorized access to, use of, destruction, modification, disclosure, or accidental loss of or damage to P&P Information.

18.3 Unless prohibited by applicable laws or by a request of a governmental authority, Supplier shall promptly notify Purchaser of any actual or reasonably suspected unauthorized use of, access to, or disclosure of any P&P Information entrusted to Supplier or its Personnel by Purchaser, and shall fully cooperate with Purchaser to remedy or mitigate any losses suffered by Purchaser associated therewith.

18.4 Supplier acknowledges that it has received Purchaser's Supplier conduct standards ("**Supplier Conduct Standards**"). Supplier shall comply with the Supplier Conduct Standards and maintain an equivalent standard of integrity and professional competence in all its activities.

## Climeworks Corporation

1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801, United States of America

**19. Supplier's CCPA obligations as a Service Provider**

- 19.1 Supplier is a service provider of Purchaser, as defined in the CCPA. Supplier shall only collect, use, retain, or disclose P&P Information for the Contracted Business Purposes for which Purchaser provides or permits P&P Information access.
- 19.2 Supplier shall not collect, use, retain, disclose, sell, or otherwise make P&P Information available for Supplier's own commercial purposes or in a way that does not comply with the CCPA. If a law requires Supplier to disclose P&P Information for a purpose unrelated to the Contracted Business Purpose, Supplier must first inform Purchaser of the legal requirement and give Purchaser an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- 19.3 Supplier shall limit P&P Information collection, use, retention, and disclosure to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible operational purpose.
- 19.4 Supplier must promptly comply with any Purchaser request or instruction requiring Supplier to provide, amend, transfer, or delete the P&P Information, or to stop, mitigate, or remedy any unauthorized processing.
- 19.5 If the Contracted Business Purposes require the collection of P&P Information from individuals on Purchaser's behalf, Supplier shall always provide a CCPA-compliant notice at collection that Purchaser specifically pre-approves in writing. Supplier shall not modify or alter the notice in any way without Purchaser's prior written consent.
- 19.6 Supplier shall reasonably cooperate and assist Purchaser with meeting Purchaser's CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of Supplier's processing and the information available to Supplier.
- 19.7 Supplier shall notify Purchaser immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party's compliance with the CCPA. Specifically, Supplier shall notify Purchaser within 10 working days if it receives a verifiable consumer request under the CCPA.
- 19.8 Supplier shall ensure that any subcontractor used by Supplier qualifies as a service provider under the CCPA and Supplier shall not make any disclosures to any subcontractor that the CCPA would treat as a sale.

19.9 Supplier remains fully liable to Purchaser for any subcontractor's performance of its obligations under the Contract.

**19.10 CCPA warranties and certification.**

- Both parties shall comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing P&P Information.
- Supplier covenants that it understands this Contract's and the CCPA's restrictions and prohibitions on selling P&P Information and retaining, using, or disclosing P&P Information outside of the parties' direct business relationship, and it shall comply with them.
- Supplier warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from complying with any of the Contracted Business Purposes or otherwise performing under the Contract. Supplier shall promptly notify Purchaser of any changes to the CCPA's requirements that may adversely affect its performance under the Contract.

**20. Miscellaneous**

- 20.1 Supplier shall not be entitled to set off its claims against the claims of Purchaser.
- 20.2 Supplier may not assign any of its rights and obligations under the Contract without Purchaser's prior written consent.
- 20.3 If control over Supplier changes to a third party who was not a shareholder in Supplier at the time when the Contract entered into force and who is a competitor of Purchaser, Purchaser shall be entitled to terminate the Contract.
- 20.4 Any and all modifications, or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. Any and all waivers shall be effective only if made in writing.
- 20.5 If any provision of this Contract shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Contract shall otherwise remain in full force and effect and be enforceable and, to the extent possible, the provision shall be replaced by a valid and enforceable provision that reflects the economic intent of the parties.
- 20.6 No failure or delay by Purchaser to exercise any right or remedy provided under this Contract or by law nor the payment of any invoice shall constitute a waiver of that or any other right and remedy, nor shall it prevent or restrict the



further exercise of that or any other right or remedy. No waiver of any breach shall be deemed a waiver of any subsequent breach.

- 20.7 If, due to Supplier's failure to do so, Purchaser is held liable to make any payments to the employees or any third party employed by Supplier for the delivery of the Deliverables or performance of the Services (including but not limited to social security and tax payments), Supplier shall fully indemnify and hold Purchaser harmless for any such payments or damages incurred in connection with such claims.
- 20.8 Any notice required or permitted hereunder shall be in writing and sent by first class mail or major commercial rapid delivery courier service to the address specified in the applicable PO.
- 20.9 Unless otherwise specified by Purchaser, the Supplier's activities are subject to U.S. trade controls and sanctions laws and regulations, including but not limited to the U.S. Export Administration Regulations and the sanctions laws and regulations administered by the U.S. Office of Foreign Assets Control ("**OFAC**"), as well as the trade controls and sanctions of any other jurisdictions in which Customer operates (collectively "**Trade Controls**"), and may only be exported, reexported, or transferred in accordance with applicable requirements. It is Supplier's responsibility to: (i) provide Purchaser with the necessary information for Purchaser to comply with Trade Controls; (ii) ensure all end-uses and end-users relating to Customer's reexports comply with Trade Controls; and, (iii) refrain from taking any action that causes Purchaser to violate Trade Controls.
- 20.10 Supplier represents that it is not subject to restrictions under any U.S. government restricted end user list, including but not limited to the U.S. BIS Entity List, U.S. BIS Denied Persons List, or the OFAC List of Specially Designated Nationals, and is not 50% or more, directly or indirectly, owned or controlled by any individuals or entities identified on such lists, and that it shall not engage any person or third party subject to the foregoing restrictions to provide any goods or services for Supplier in connection with Supplier's obligations under this Contract. Supplier will immediately notify Purchaser if it becomes subject to any such restrictions.
- 20.11 This Contract is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous

written and oral agreements and communications relating to the subject matter of this Contract.

- 20.12 The parties have freely negotiated all sections of this Contract, in written exchanges, telephone conversations, or meetings, and pursuant to these negotiations they have agreed to adopt this Contract and hereby acknowledge the negotiated nature of this Contract.
- 20.13 Any liability of Purchaser towards Supplier is limited to the maximum extent permitted by law. Purchaser shall not be liable for any indirect, special or consequential damages for lost profits, loss of revenue, etc., arising out of or in connection with the Contract.
- 21. Applicable Law and jurisdiction**
- 21.1 This Contract shall be governed by the laws of the State of Delaware without reference to its choice of law principles. The parties to this Contract consent to the exclusive jurisdiction of the appropriate courts in the State of Delaware for any legal or equitable action or proceeding arising out of, or in connection with, this Contract. Supplier specifically waves any and all objections to venue in such courts. Nothing herein shall preclude Purchaser from seeking equitable injunctive relief in any jurisdiction or court, in the event that Purchaser perceives that without such relief, serious harm may be done to the interests of Purchaser. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.
- 21.2 Each party to this Contract hereby irrevocably waives its rights to trial by jury in any action or proceedings arising out of this Contract.