SUSTAINABLE AVIATION FUEL CERTIFICATE PURCHASE

TERMS AND CONDITIONS

This Sustainable Aviation Fuel Certificate Purchase Terms and Conditions (the "***Terms***") is made effective as of the date of acceptance by the Purchaser (the "***Effective Date***"), by and between the individual or entity accepting these terms (the "***Purchaser"***) and Center for Green Market Activation, a District of Columbia non-profit, with its principal place of business at 1717 N ST NW STE 1 Washington, DC 20036 (the "***Seller***" and together with Purchaser, the "***Parties***", and each individually, a "***Party***"). By accepting these Terms, the Purchaser agrees to be bound by all provisions herein.

In consideration of the promises and covenants set forth herein, the Purchaser hereby accepts the Terms governing the sale and purchase of sustainable aviation fuel certificates (the "SAFcs") as indicated in the Purchase Order.

1. DEFINITIONS. The definitions in this section shall apply to the defined terms for the entirety of these Terms.

1.1 **"*Book-and-Claim*"**: Chain-of-custody model in which the administrative record flow does not necessarily connect to the physical flow of material or product.

1.2 **"*Carbon Dioxide Equivalent (CO_2e)*":** The universal unit of measurement to indicate the global warming potential (GWP) of each greenhouse gas, expressed in terms of the GWP of one unit of carbon dioxide over a 100-year period. It is used to evaluate releasing (or avoiding releasing) different greenhouse gases against a common basis.

1.3 ***"Center for Green Market Activation (GMA)":*** A US-based, globally focused nonprofit catalyzing adoption of low- and zero-carbon fuels, materials, and services. GMA is the Secretariat for SABA.

1.4 **"*Environmental Attributes (EA)*":** The sustainability characteristics of any given SAF certificate, and its associated fuel volume, including the life cycle CO_2e emissions reductions of any given volume of the underlying SAF as compared to conventional jet fuel as evaluated and confirmed through certification.

1.5 **"*End-User*":** A user of aviation services, such as a business with passenger travel and/or an air freight footprint that can claim the environmental benefits conveyed by a SAFc.

1.6 **"*Life Cycle Assessment (LCA)*":** The compilation and evaluation of the inputs, outputs and the potential environmental impacts of a product system (in this case, conventional jet fuel and SAF) throughout its life cycle, from raw material acquisition or generation to final disposal. A full LCA for SAF will include a well-to-wake CO_2e value per unit of fuel.

1.7 **"*Registry*":** A system for storing electronic data that makes it possible to repeatedly and efficiently register, issue, hold, transfer, and retire units (e.g. SAFc)

1.8 **"*SAFc Registry*"**: The SAFc Registry is a non-profit, publicly accessible standardized electronic database developed by RMI and Environmental Defense Fund (EDF) that enables the issuance, holding, transfer, and retirement of SAFc[1], aligned with the requirements of the Book-and-Claim manual published by the Roundtable on Sustainable Biomaterials (RSB).

1.9 **"*Sustainable Aviation Fuel (SAF)*":** Renewable or waste-derived drop-in aviation fuel that meets the sustainability criteria provided, including a life cycle CO_2e emissions reduction compared to conventional aviation fuel.

1.10 ***"Sustainable Aviation Buyers Alliance (SABA)":*** A joint non-profit initiative formed by the environmental NGOs EDF and RMI, with expert support from GMA. It operates as a membership-

[1] https://safcregistry.org/

based organization committed to accelerating the path to net zero air transport by driving investment in high quality SAF, catalyzing new SAF production and technological innovation, and supporting member engagement in SAF policymaking.

1.11 ***"SAF Certificate (SAFc)"*:** a unit that represents the decoupled Environmental Attributes associated with one metric ton of neat SAF and tracked using a Book and Claim system.

1.12 ***"SAF Provider"*:** means the Seller's SAF provider specified in the Purchase Order.

1.13 ***"Retirement":*** Formal action within the SAFc Registry to designate a SAFc unit as retired, thereby rendering it ineligible for further transfer or resale. Retirement is executed through the registry interface and includes the specification of the amount of neat SAF or CO2 equivalent to be retired, the claim year, the country of claim, and the designation of a beneficiary – either an Air Transport Provider or End User – depending on the type of SAFc unit.

1.14 ***"Purchase Order":*** The final confirmation page presented to the Purchaser on the Seller's website immediately prior to completing the transaction, which specifies the quantity and type of SAFc, total purchase price, applicable fees, and Purchaser information. By submitting the Purchase Order, the Purchaser confirms acceptance of these Terms and authorizes the Seller to proceed with the transaction.

2. PURPOSE.

Seller will, on or before the date identified in the Purchase Order, cause the SAF Provider to retire on behalf of Purchaser certain metric tons of CO_2e emission reduction claims in the form of SAFc with the characteristics and quantity specified in the Purchase Order.

3. PRICING, PAYMENT, AND DELIVERY.

3.1 Subject to the Terms, Seller will sell, and Purchaser agrees to purchase from Seller, the number of SAFcs as described in the Purchase Order. Purchaser shall pay Seller for the SAFc such amounts, including associated fees, as specified in the Purchase Order.

3.2 Seller shall cause the SAF Provider to retire the SAFcs on behalf of Purchaser in the SAFc Registry in accordance with the Terms by no later than the delivery deadlines set forth in the Purchase Order (the "***Delivery*** Deadline"). For purposes of these Terms, delivery of SAFcs ("Delivery") shall be deemed to occur upon the retirement of the SAFcs by the SAF Provider on behalf of the Purchaser in the SAFc Registry in accordance with the Registry's protocols (or, if section 3.4 applies, an alternative registry), with the Purchaser reflected as the beneficiary of the associated Environmental Attributes. The Seller shall provide proof of such retirement by no later than the Delivery Deadline. Retirement in the SAFc Registry constitutes full and final Delivery of the SAFcs.

3.3 Title to all SAFcs and associated Environmental Attributes shall transfer to Purchaser following Delivery of the SAFc. Upon such Delivery, Purchaser will hold all right, title, and interest in and to the SAFc free and clear of all liens, claims, or other encumbrances.

3.4 The SAFc Registry will record all issuances, transfers, and retirements of certificates, and serve as the definitive source of information about ownership, right to claim associated Environmental Attributes, and qualities of the underlying SAF. The SAFc Registry shall establish the necessary protocols for the verification, issuance, transfer, and retirement of the SAFc within the system.

If the SAFc Registry is determined by the Seller and the SAFc Registry administrator to be unavailable, the SAFcs shall be recorded and retired in a SABA-Eligible Registry selected by Seller. The Seller shall communicate any delays and plans for Delivery to ensure the SAFc is Delivered.

3.5 Each SAFc purchased pursuant to the Terms shall be unique to the Purchaser and neither Seller nor SAF Provider will sell the same SAFc or associated Environmental Attributes to any third party, nor otherwise enable its general aviation services consumers or any other fuel customers other than the Purchaser to claim the Environmental Attributes associated with the underlying SAF.

3.6 If, due to unavoidable SAF production or delivery delays, SAF Provider fails to retire the required SAFcs on behalf of Purchaser, Seller will notify Purchaser as soon as practicable of the inability to fulfill its obligations under the Purchase Order. In such case, Seller shall engage in good faith efforts with the SAF Provider to remedy such failure and shall engage in good faith negotiations with Purchaser to extend the time period under which SAFcs can be Delivered under the Purchase Order. Seller may, in its sole discretion, terminate the Purchase Order if it determines that the SAF Provider will be unable to Deliver the required SAFcs. In the event of such termination, the Parties shall have no further liabilities, rights or obligations under these Terms or the Purchase Order; provided, however, that Seller shall fulfill its obligations under Section 11 of these Terms to refund the purchase price paid by Purchaser less any applicable transaction fee.

4. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1 Purchaser warrants and represents to Seller that:

(a) it has agreed to the Terms and has a full understanding of the Terms and of its risks and obligations hereunder and is capable of assuming those risks and obligations;
(b) these Terms (including the Purchase Order) constitutes a legal, valid and binding obligation on the Seller and Purchaser and is enforceable in accordance with its terms by an appropriate legal remedy;
(c) it can fulfill its obligations under each Purchase Order;
(d) it will comply with all laws and regulations applicable to the performance of its obligations hereunder;
(e) it agrees that all purchases of SAFc within the Purchase Order shall be solely for the purposes of addressing their own or their employees' emissions related to air travel to and from COP31.
(f) no single company or its affiliates may acquire more than fifty (50) tonnes of SAFc for Scope 1 claims, and no more than twenty (20) tonnes of SAFc for Scope 3 claims, under these terms, unless otherwise agreed upon in writing by Seller; and
(g) it will use the platform solely in accordance with the stated terms and conditions, and shall not engage in any purchases made in bad faith or with the intent to circumvent applicable volume caps.
(h) neither the Purchaser nor any of its affiliates, nor any person or entity owning or controlling the Purchaser, is (i) located in, organized under the laws of, or a resident of any country or territory that is the subject of comprehensive sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, or the United Nations Security Council, or (ii) identified on any applicable restricted-party or denied-persons list, including the OFAC Specially Designated Nationals and Blocked Persons List.

4.2 Seller warrants and represents to Purchaser as follows:

(a) it is duly organized and validly exists under the laws of its governing jurisdiction and is qualified to conduct business in that jurisdiction;
(b) it will comply with all laws and regulations applicable to the performance of its obligations hereunder;
(c) it shall perform its obligations in accordance with the Terms, including causing the timely Delivery of the SAFc on behalf of Purchaser, except to the extent section 3.6 applies;
(d) it shall provide complete and accurate reporting and certifications related to the SAFc;
(e) it has the right and authority to cause the SAF Provider to retire the SAFc on behalf of Purchaser, and that the SAFc, upon Delivery, will be free from any liens, claims, or encumbrances.
(f) The SAFcs sold in accordance with these Terms are derived from SAF that meets the sustainability criteria for "SABA Eligible" SAF as described in the SABA Sustainability Framework for SAF, (Version 3, Adopted March 2025). SAF and associated SAFc requirements beyond those specified in the SABA Sustainability Framework are specified in the Purchase Order.
(g) All regulatory programs participated in and/or subsidies or grants obtained by SAF Provider in connection with the SAFc or underlying SAF are disclosed to Purchaser and identified in the SAFc Registry. The SAF from which the SAFc are derived will not be used to meet SAF blending mandates, fuel quotas, or any compliance obligations under climate regulatory or policy programs. None of the foregoing shall interfere in any way with Purchaser's rights to claim the Environmental Attributes associated with the SAFc or diminish the value of such Environmental Attributes.
(h) For the avoidance of doubt, neither Seller nor the SAF Provider shall use the SAF associated with the SAFc sold through this transaction for any regulations listed as incompatible with SABA's Atmospheric Benefit Principle. Purchaser retains, as the sole owner, all End-User carbon emission reduction claims generated by the use of the SAF.

5. DISCLAIMER OF WARRANTIES.

Apart from the warranties in section 4.2, Seller makes no representations or warranties regarding the SAFc.

6. PUBLICITY.

Seller agrees that it will not publicly disclose the name of Purchaser or total amounts purchased, nor use name, trade name, trademark, trade device, service mark or symbol, or any abbreviation, contraction or simulation thereof, in any public marketing or communication materials. Seller may publicly disclose total aggregated volumes purchased through its COP31 SAFc platform.

7. LIMITATION OF LIABILITY.

Neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary, or indirect damages, lost profits or other business interruption damages suffered or incurred by the other Party relating to this transaction, whether based on contract, warranty, tort, statute or otherwise. Each Party's liability to the other Party for damages suffered relating to these Terms shall be limited to direct actual damages only and shall not exceed the purchase price for all of the SAFc specified in the Purchase Order.

8. ASSIGNMENT.

Neither Party may assign any of its rights or transfer any of its obligations under these Terms without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed;

provided, however, that either Party may assign any of its rights and transfer any of its obligations hereunder without the consent of the other Party to any of its Affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any assignment or transfer made without required consent shall be void ab initio. For the purposes of these Terms, Affiliate is any entity that is from time to time Controlled by a Party, Controls a Party or is under common Control by another entity that also Controls a Party. "Control" or "Controlled" shall exist whenever there is an ownership, profits, voting, or similar interest representing at least 50% of the total interests of the pertinent entity then outstanding, or whenever there is power to direct the management and affairs of the pertinent entity.

8.1 This Agreement is binding on the Parties and their successors and permitted assigns, including without limitation an acquirer of all or substantially all of the assets of a Party.

9. MISCELLANEOUS.

These Terms: (i) contain the entire agreement between the Parties with respect to the subject matter expressed herein; (ii) are intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of its terms; (iii) supersede all prior or contemporaneous proposals, communications and understandings, oral or written; (iv) can only be modified by a writing signed by both Parties; (v) shall become binding upon Purchaser's clicking "accept," "submit," or similar affirmative action on Seller's website, and no signature by either Party shall be required; and (vi) if any provision of these Terms is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions, which shall remain in full force and effect. Purchaser's electronic acceptance of these Terms shall be effective for all purposes to the same extent as an original signature. Any URL links referenced in the Purchase Order and Terms are incorporated by reference into these Terms as they existed on the Effective Date.

10. NOTICES.

All notices, requests, requirements, demands, consents or other communications under these Terms (collectively "communications") will be in writing and will be valid and sufficient if sent by e-mail to the e-mail address specified in the Purchase Order.

11. FINAL SALE AND REFUND POLICY.

All purchases of SAFcs made pursuant to these Terms are considered a final sale and are non-refundable, except in the case of non-delivery by Seller. In the event that the Seller fails to deliver the SAFc as agreed, the Purchaser shall be entitled to a refund of the purchase price less any applicable transaction fees. The Purchaser acknowledges and agrees that SAFc, once delivered, cannot be returned, exchanged, or resold to the Seller. By completing the purchase, the Purchaser affirms their understanding and acceptance of this final sale policy.

12. DISPUTE RESOLUTION.

12.1 **GOVERNING LAW.** These Terms and any dispute, controversy, or claim arising out of or relating to these Terms, including its formation, interpretation, performance, breach, termination, or validity (each, a "**Dispute**"), shall be governed by and construed in accordance with the laws of the State of New York, including the Uniform Commercial Code ("**UCC**") as adopted in New York, without

regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

12.2 **ARBITRATION.** Any Dispute that cannot be resolved by good faith negotiations between the Parties within fifteen (15) business days after written notice of such Dispute by one Party to the other shall be referred to and finally settled by binding arbitration. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be conducted by a sole arbitrator mutually agreed upon by the Parties. If the Parties are unable to agree upon a single arbitrator within fifteen (15) days of referral to arbitration, then the sole arbitrator shall be appointed by the AAA in accordance with the AAA Rules then in effect. Each Party shall bear its own costs and attorneys' fees incurred in connection with the arbitration, and the Parties shall share equally the fees and expenses of the arbitrator and the AAA.

The legal seat of arbitration shall be New York, U.S.A. The venue of arbitral proceedings shall be New York, U.S.A. The arbitral proceedings shall be conducted in the English language.

The award rendered by the arbitrator shall be final and binding on the Parties. The arbitral proceedings shall be subject to the exclusive jurisdiction of the judicial courts of New York, U.S.A., and each Party hereby irrevocably submits to such jurisdiction. The Parties further agree that the judicial courts of New York also retain supervisory jurisdiction over the enforcement of the arbitral award.

12.3 **CONFIDENTIALITY**. Except as may be required by law, the Parties, the arbitrator, and the AAA shall maintain the confidentiality of the arbitration proceedings, all materials submitted or exchanged in connection with the arbitration, and any arbitral award.