

NEGATIVE EMISSIONS PURCHASE AGREEMENT

Stripe, Inc. ("Stripe") and [counterparty] ("Company") hereby enter into this Negative Emissions Purchase Agreement ("Agreement") effective [date] ("Effective Date").

1. Negative Emissions Purchase. Stripe is paying funds to various third parties that are pursuing projects to remove carbon dioxide and other greenhouse gas emissions in the atmosphere ("Negative Carbon Emissions Project"). In connection with the Negative Carbon Emissions Project, Stripe will pay Company for it to remove [number] metric tons of carbon dioxide by [number] at [price] price per ton, for a total of \$[number] (the "Project"). The Project application is incorporated by reference as Exhibit A.

2. Use of Funds. Company agrees to use funds paid by Stripe solely for the Project. Use of any portion of the funds for any other purpose other than to complete the Project requires prior written approval by Stripe. Company agrees to repay Stripe any portion of the amount paid that is not used for the purposes set out in this Agreement or if Company is unable to complete the Project. Company agrees that it will not use any of the Project funds: to influence legislation or election; or to support any illegal activities or to provide funds to any country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control.

3. Company Reports. At the end of each calendar year of the Term, Company will furnish a written report to Stripe outlining: (i) how funds were used to remove carbon; (ii) how many tons of carbon were removed and at what cost; (iii) proof of tons removed; and (iv) a narrative description of Company's progress and challenges to completing the Project. If the Project is not completed within the Term, Company will continue to provide similar written reports to Stripe, along with any other reasonable informational requests by Stripe, until the Project is completed. Company shall provide Stripe with copies of any research or publications that it produces in connection with the Project. The "Term" will start on the Effective Date and end on [date].

4. Publicity. After Stripe has publicly announced its funding of the Project (the "Announcement"), both parties agree that either party may disclose the terms of this Agreement and all non-confidential information with respect to the Project to third parties without the other party's consent. Prior to the Announcement, Stripe may share the terms of this Agreement with its employees and contractors with a need to know such information, as well as expert reviewers and journalists.

5. Project Review and Records. In order to confirm the Project was completed or to confirm Company did not breach this Agreement, Company will permit representatives of Stripe to visit Company's premises and review Company's activities with respect to the Project. Company agrees to provide Stripe with any information that Stripe determines it needs for accounting or tax purposes or to comply with applicable laws.

6. Termination. Either party may terminate this Agreement upon a material breach of this Agreement by the other party.

7. Notices. All notices under this Agreement must be given by email. For notices to the Stripe, the email address is notices@stripe.com, and for notices to Company, the email address is [email]. Notice is effective one business day after sending the email.

This Agreement must be signed by an officer, director, or trustee of Company prior to issuance of the Project funds.

Exhibits:

A: Project Application