

CARBON REMOVAL PURCHASE AGREEMENT

Stripe, Inc., a Delaware corporation (“Stripe”), and Inplanet GmbH, a German GmbH (Limited Liability Company) (“Company”), hereby enter into this Carbon Removal Purchase Agreement (“Agreement”) effective as of December 15, 2022 (“Effective Date”).

1. Background

Stripe is paying funds to various third parties that are pursuing projects to remove carbon dioxide and other greenhouse gas emissions in the atmosphere for itself and/or as part of the advance market commitment known as “Frontier” (“Commitment”). As part of Stripe’s Commitment, Stripe may purchase carbon removal and carbon sequestration services from various third parties and Stripe may provide research and development funding to such third parties to continue to advance the carbon removal and sequestration field. For third parties that successfully deliver on Stripe’s carbon removal purchase and advance their research project, Stripe may commit to future carbon removal purchases. For purposes of this Agreement, “Frontier” includes Frontier Climate Management, LLC, Frontier Climate, LLC, and their respective affiliates and members.

2. Carbon Removal Purchase

Stripe will pay Company \$333,333 USD within forty-five (45) days after the Effective Date to remove and store 694 metric tons of carbon dioxide by January, 2028 (the “Carbon Removal Purchase”). The terms and conditions of the Carbon Removal Purchase are set forth in Exhibit A, which is hereby incorporated by reference.

The project application detailing the activities by which the Company will complete the Carbon Removal Purchase (the “Project”) is available on <https://github.com/frontierclimate/carbon-removal-source-materials>.

3. Use of Funds.

Company agrees to use funds paid by Stripe solely for the purposes outlined in this Agreement. Use of any portion of the funds for any other purpose requires prior written approval by Stripe. Company agrees to repay Stripe any portion of the funds paid by Stripe that (a) is not used for the purposes set out in this Agreement; or (b) represents the proportional amount by which Company fails to complete the Carbon Removal Purchase (provided, however, Company will not be deemed to have failed if it (i) has used all commercially reasonable efforts in good faith to complete the Carbon Removal Purchase and (ii) is unable to remove and store carbon dioxide for all other customers of Company). Company agrees that it will not use any of the funds paid by Stripe to: influence legislation or election; conduct or support any illegal activities, and/or; 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. Company agrees it will comply with applicable law.

4. Interim Milestones

Exhibit A lists milestones that Stripe anticipates will be required for Company to achieve the conditions defined in Section 5 below; these milestones will assist Stripe and Company in understanding Company performance throughout this Project.

By January, 2028, as part of the completion of the Carbon Removal Purchase, Company will furnish a written report to Stripe outlining: (i) how funds were used to contribute to the removal of carbon dioxide; (ii) how many tons of carbon dioxide 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. Company shall provide Stripe with copies of any research or publications that it produces in connection with the Carbon Removal Purchase and Project.

5. Future Carbon Removal Purchase

Upon all of the renewal conditions set forth in Exhibit A being met, Stripe, or an affiliate thereof, for itself or in connection with Frontier, may enter into negotiations for a new offtake agreement to purchase at minimum \$1,000,000 USD worth of additional carbon removal and sequestration services from Company ("New Carbon Removal Purchase").

Any New Carbon Removal Purchases, whether by Stripe or another member of Frontier, shall have a price/ton that is the lowest available price provided to any purchaser or prospective purchaser at the given volume level prior to or at the time of negotiation. Payment will be provided upon delivery of the additional volume.

6. Publicity.

- a. Stripe will draft a public announcement of the Carbon Removal Purchase for review and approval by Company, such approval not to be unreasonably withheld. After Stripe has publicly announced the Carbon Removal Purchase and funding of the Project, whether for itself and/or as part of Frontier (the "Announcement"), both parties agree that either party may disclose the terms included in the Announcement and all information about the Carbon Removal Purchase and Project other than Confidential Information to third parties without the other party's consent (provided for clarity, that each party shall maintain the confidentiality any Confidential Information). "Confidential Information" (i) is information that is identified as confidential or proprietary or that, given the nature of the information or the manner of its disclosure, a reasonable recipient would understand to be confidential or proprietary (including all information relating to the disclosing party's technology, business plans, marketing activities and finances) and (ii) shall exclude any information required to be disclosed by applicable law.
- b. Company also grants Stripe the right to use Company's logos, marks, and research materials/reports provided to Stripe, in relation to any discussion by Stripe to Stripe's

climate initiatives, Frontier, and/or when referencing Stripe's Carbon Removal Purchase or Project funding. Company agrees to the Stripe Marks Usage Agreement (available at: <https://stripe.com/marks/legal>). Either party may limit or revoke the other party's ability to share this Agreement or its terms or use the granting party's logos and marks at any time. Prior to the Announcement, Stripe may share the terms of this Agreement with its employees, financial partners, and contractors with a need to know such information, as well as expert reviewers and journalists. Notwithstanding anything to the contrary herein, Stripe shall be permitted to share this Agreement with Frontier and its founding members.

7. Project Review and Records.

In order to confirm the Carbon Removal Purchase was completed, that Project funds were used for purposes outlined in this Agreement, or to confirm Company did not breach this Agreement, Company will permit representatives of Stripe (or one of its affiliates, including, without limitation, Frontier) to visit Company's premises and review Company's activities with respect to the Carbon Removal Purchase and Project, to include viewing 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.

8. Termination.

Either party may terminate this Agreement upon a material breach of this Agreement by the other party if such breach has not been cured within thirty (30) days' of notice of such breach, in which case any unused funds and/or funds used in breach of this Agreement must be returned to Stripe within thirty (30) days of termination.

9. Indemnification and Limitation of Liability.

Company will defend Stripe from and against any claim by a third party to the extent the claim is related to Company's acts or omission. Each party's and its affiliates' total liability to the other party and its affiliates for all claims in the aggregate (for damages or liability of any type), shall not exceed the amount actually paid by Stripe under this Agreement.

10. Applicable Law.

This Agreement will be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and the jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in San Francisco, California and both parties hereby submit to the personal jurisdiction of such courts.

11. Assignment.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the

other party, except that either party may assign this Agreement in its entirety to an affiliate, or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor. Each party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.


12. Independent Contractors.

The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent and neither party's employees are eligible for any form or type of benefits, including, but not limited to, health, life or disability insurance, offered by the other party to its employees.

13. Notices.

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

Signatures

Stripe, Inc. 

Name: Nan Ransohoff

Title: Head of Climate

Date: 12/13/2022

Inplanet GmbH 

Name: Felix Harteneck

Title: CEO and Co-Founder

Date: 12/13/2022

Exhibit A

Funding Today		
Purchase	Description	Stripe, Inc. ("Stripe"), for itself as a member of Frontier, will purchase 694 tons of carbon dioxide removal from Inplanet's first commercial scale application of their basalt amendment technology to degraded tropical soils.
	Amount	\$333,333
	Type	Capture + Storage
	Net metric tons removed (% of tons avail)	694 tons CO2 (67% of tons available)
	Price per ton	\$480 (\$24 50 removal quantification and 3P verification)
	Price description	<p>This represents higher initial costs associated with: deployment through small scale trials, establishing high-tech field monitoring stations for research and measurement, last-mile transport cost variability, and greater initial sampling density.</p> <p>Over time, we anticipate the price reducing significantly due to optimizing waste basalt fine supply network to reduce transport cost, achieving economies of scale in transport, securing commodity prices for basalt, and more cost-effective measurement as a result of modeling calibration and reduced infield measurement requirements.</p>
	First customer?	No
	Largest customer?	Yes
	Estimated delivery start	January 2023
	Est. delivery completion	January 2028
	Interim milestones The exact path to delivery may vary, but we anticipate these steps will be important markers of progress toward delivering carbon removal	<ul style="list-style-type: none"> • January 2023: Onboard farmers with 800 hectares of degraded pasture, oxisols within a radius of max 100 km from the rock powder production facility • February 2023: Provide farmer and community consultation and input plan for initial deployment, focused on mineworkers, transportations companies, farmers, and local communities. Share a plan for local hiring, along with relevant contract terms. • March 2023: Design and implement MRV field monitoring station at University of São Paulo. Undertake a detailed assessment of both soil characteristics in the application sites

		<p>and define application loads for each pasture optimal basalt application volumes.</p> <ul style="list-style-type: none"> ● March - July 2023: Apply 8000t of basalt rock powder across degraded pastures with oxisols within a radius of max 100 km from the rock powder production facility. ● March - July 2023: Begin frequent and consistent in-field sampling through field monitoring station and on pasture lands. Define MRV plan for the next five years. ● April 2024 (after first rainy season on an annual basis): Provide interim report about weathering kinetics under a range of tropical soil conditions, rock powders, and weathering accelerators, and specific gas, soil, water and plant analytics from the proposed basalt-pasture context. Update on estimated bicarbonate leakage. ● January 2028: Report final CO2 removal values for each location and crop type. ● Notify Stripe of first ton successfully removed.
Total funding today		\$333,333 purchase
Conditional Renewal		
Renewal conditions	<p><i>Generic</i></p> <ul style="list-style-type: none"> ● Delivery of 100% of initial tonnage, with third party measurement, reporting, and verification (MRV) evidence of tons removed. Public reporting of tons delivered, price per ton, and protocol used at time of delivery ● Completion of a third-party life cycle analysis (LCA) to confirm the net tons removed for this project ● Updated LCA for future deployments that demonstrate declining future process emissions and improving net-negativity ● Updated techno-economic analysis (TEA) providing significant evidence that a sub-\$100/ton capture cost by the date projected in the application to Frontier is achievable and highlighting key cost sensitivities. Differences between current experimental values and TEA assumptions for \$100/ton highlighted, including a plan to narrow the gap between actual and modeled performance presented ● Evidence of ongoing responsible community engagement and efforts to achieve the highest standards of safety, compliance, and local environmental outcomes ● Meeting with Frontier and potential site visit upon delivery and achievement of project-specific renewal conditions to answer any questions about the results <p><i>Project-specific</i></p> <ul style="list-style-type: none"> ● Submit scientific manuscript containing field data and weathering kinetics in the pasture-basalt context (yearly) and a comparison with other deployments under tropical conditions in tropical soils to improve understanding and quantification of 	

	<p>carbon removal through enhanced rock weathering in the tropics.</p> <ul style="list-style-type: none"> • Submit scientific manuscript containing field data and analyses of plant quality in the pasture-basalt context (yearly) and compared to a range of deployments under tropical conditions to improve understanding of yield and plant nutrient impacts of enhanced weathering at scale • Evidence that the deployment is in compliance with all relevant laws and regulations • Secure strategic partnerships with agricultural cooperatives and farmers for larger scale deployment at suitable sites • Confirm partnerships with a dense network of certified local partner mines with suitable residues to secure basalt feedstock supply beyond waste fines. Provide revised LCA with evidence of significant net negativity if additional mining required for future deployments • Provide peer reviewed, validated weathering model based on field trials, thermodynamic calculations and reaction transport modeling to accurately and precisely quantify carbon removal at the field scale
<p>Est. delivery completion</p> <p>Assuming the renewal triggers upon the date estimated above, when do you expect to deliver the additional \$1M of tonnage? We know there are wide error bars</p>	<p>Q3 2024</p> <p>(as sufficient field data generated to initiate discussions)</p>
Minimum renewal amount	\$1,000,000 purchase