

CARBON REMOVAL RESEARCH AND PURCHASE OPTION AGREEMENT

Stripe, Inc., a Delaware corporation (“Stripe”), and Nitricity, Inc., a Delaware corporation (“Company”), hereby enter into this Carbon Removal Research and Purchase Option 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 Research

Stripe will pay Company \$250,000 USD within forty-five (45) days after the Effective Date to advance Company’s carbon removal and sequestration technology research and development (the “Carbon Removal Research”). Stripe’s funds will solely be used by Company to accelerate research, and Company’s Carbon Removal Research will focus on CO₂ storage method via carbonization of nitrophosphoric acid. The terms and conditions of the Carbon Removal Research 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 Research (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 is not used to fund the Carbon Removal Research or further the Project. 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 December, 2024, as part of the completion of the Carbon Removal Research, Company will furnish a written report to Stripe outlining: (i) how funds were used to contribute to the research into the removal of carbon dioxide; and (ii) 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 Research and Project.

5. Future Carbon Removal Purchase

Upon all of the purchase conditions set forth in Exhibit A being met, Stripe, or an affiliate thereof, for itself or in connection with Frontier, will prepurchase \$250,000 USD worth of carbon removal and sequestration services from Company ("Carbon Removal Purchase").

Payment for the Carbon Removal Purchase will be provided upfront upon achievement of the purchase conditions set forth in Exhibit A. Company and Stripe will discuss in good faith the price/ton of the Carbon Removal Purchase, using the Fall 2022 offer price/ton submitted by Company to Stripe as a starting point.

6. Publicity.

- a. Stripe will draft a public announcement of the Carbon Removal Research for review and approval by Company, such approval not to be unreasonably withheld. After Stripe has publicly announced the Carbon Removal Research 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 Research 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 (whether disclosed in writing or orally) 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, without limitation, all information relating to the disclosing party's technology, information or knowledge regarding products, processes, techniques, strategies and programs, vendor and customer relationships, methods or operation, business plans, marketing activities and finances) and (ii) shall exclude any information which (x) is or becomes generally known or available to the public through no act or failure to act by the recipient or its employees or agents, (y) is or becomes known to recipient from a third party in rightful possession thereof who owes no obligation of confidentiality to the disclosing party, or (x) is or was developed independently by or for the recipient without use of or reference to any Confidential Information of the disclosing party and without violation of any obligation contained herein, by individuals who had no access to such Confidential Information, as shown by the recipient's

then-contemporaneous written records or other competent evidence. Either party may disclose Confidential Information if requested or required by law and the receiving party provides the disclosing party with prior notice of such request(s) (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the other party wishes to contest the disclosure.

- 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 Research 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 Research 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 during regular business hours and review Company's activities with respect to the Carbon Removal Research and Project, to include viewing the Project; provided that Stripe shall provide the Company at least seven (7) days' written notice prior to any such visit and shall require its representatives to follow the Company's safety and confidentiality procedures. Company agrees to provide Stripe with any of the Company's financial information that Stripe reasonably 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.

DocuSigned by:


DF4A0B9400BF4E8...

Name: Nan Ransohoff

Title: Head of Climate

Date: 12/13/2022

Nitricity, Inc.

DocuSigned by:

8BD0E5BA292C4CF...

Name: Nicolas H. Pinkowski

Title: CEO

Date: 12/13/2022

Exhibit A

Funding Today		
Purchase	Description	Stripe, Inc. ("Stripe"), for itself as a member of Frontier, will fund Nitricity for early investigation of a novel CO2 storage method via carbonization of nitrophosphoric acid alongside a commitment to purchase first tons conditional on completing research milestones.
	Amount	\$250,000
	Type	Storage
	Estimated start	January 2023
	Estimated completion	September 2024
	R&D Description	<p>To accelerate the integration of CDR into the clean fertilizer process that Nitricity is pioneering, Frontier will support the following experimentation that will be pursued by Nitricity:</p> <p>(1) <u>CO2 feed</u> - Determine the optimal inlet concentration of CO2 for the carbonization of nitrophosphoric acid via experimental variation, ranging from 400 ppm to 99% CO2 diluted in air.</p> <p>(a) Design of Experiment, Equipment Purchase, and Set-up</p> <p>(b) Measurement and verification: Analyze mass balance and energetics of the approach by measuring inflows, outflows, temperature, and reaction time.</p> <p>(c) Coordinate with a DAC partner to understand cost vs. concentration and any optimal set points.</p> <p>(2) <u>Sequestration at pilot-scale</u>: Pilot-scale sequestration of CO2 in solution. CO2 sourced from DAC partner. Sequester 1 ton of CO2 as limestone.</p> <p>Company will share an experimental report alongside a scientific manuscript with research results.</p>
Total R&D funding today		\$250,000 R&D
Conditional Purchase		
Purchase description	Stripe, or an affiliate thereof, for itself or in connection with Frontier, will purchase at minimum \$250,000 of Nitricity's first tons following the completion of the research scope and achievement of the purchase conditions laid out below.	
Amount	\$250,000	
	<i>Note: exact value to be determined based on total capacity available and cost per</i>	

	<i>ton at time of renewal through good faith discussions</i>
Purchase conditions	<p><i>Generic</i></p> <ul style="list-style-type: none"> • Deliver initial research scope • Revised LCA demonstrating net-negativity for proposed initial deployment • Updated techno-economic analysis (TEA) providing evidence that a sub-\$100/ton capture cost by the date projected in the application to Frontier is achievable and highlighting cost sensitivities • Meeting with Frontier upon concluding the initial research to answer any questions about the results <p><i>Project-specific</i></p> <ul style="list-style-type: none"> • Demonstrate the feasibility of CO2 sequestration via precipitation of limestone in nitrophosphoric acid solutions • Determine the minimum feasible CO2 inlet concentration • Secure an official partnership with a DAC partner and define a deployment path for scale • In partnership with the DAC collaborator and based on the concentration range of feasible CO2 inlet concentrations, develop detailed TEA analyzing cost scenarios for different CO2 concentrations for the integrated process (capture + sequestration).
Estimated delivery completion Assuming the purchase triggers upon the date estimated above, when do you expect to deliver the \$● of tonnage? We know there are wide error bars	December 2024
Minimum purchase amount	\$250,000