

CARBON REMOVAL PURCHASE AGREEMENT

Stripe, Inc. (“Stripe”) and **Sustaera, Inc.** (“Company”) hereby enter into this Carbon Removal Purchase Agreement (“Agreement”) effective **December 5, 2021** (“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 (“Negative Carbon Emissions Project”). As part of Stripe’s Negative Carbon Emissions Project, 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.

2. Carbon Removal Purchase

Stripe will pay Company **\$500,000 USD to remove and store 714 metric tons of carbon dioxide by December 31, 2024** (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 information is included as a reference in Exhibit B.

3. Use of Funds.

Company agrees to use funds paid by Stripe solely for the purposes of developing Sustaera’s carbon removal technology to deliver the Carbon Removal Purchase as 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 amount paid that is not used for the purposes set out in this Agreement or if Company is unable to complete the Carbon Removal Purchase outlined in Section 2. 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 all applicable laws.

4. Company Reports.

By **June 30, 2023**, Company will share a report to Stripe detailing progress toward key sorbent performance metrics from 1 ton per day pilot facility demonstrations. Company will also provide to Stripe proof that a FEED has been conducted and an engineering partner contracted for the construction of the 10 ton per day facility. Additionally, Company will demonstrate evidence of a contract established to allow for facility construction on-site at a permitted Class

By **December 31, 2024**, 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 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. Company shall provide Stripe with copies of any research or publications that it produces in connection with the Carbon Removal Purchase.

All written reports provided by Company to Stripe, excluding copies of publications, shall be treated as Company Confidential Information. Each party (as "Receiving Party") will not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in reasonable efforts to obtain confidential treatment of the Confidential Information. "Confidential Information" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure.

Confidential Information will not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

5. Future Carbon Removal Purchase

Upon all of the following conditions being met, Stripe agrees to purchase \$1,000,000 USD worth of carbon removal and sequestration services from Company ("New Carbon Removal Purchase"):

- Company fully delivers on the Carbon Removal Purchase outlined in this Agreement, by **December 31, 2024**;
- Company fully delivers the reports outlined in Section 4 by the applicable deadlines;
- Company provides Stripe with a third-party lifecycle analysis (LCA) report demonstrating Company's delivery of the Carbon Removal Purchase resulted in net-negative carbon footprint;
- Company provides Stripe an updated LCA demonstrating net-negativity for subsequent removal if future scaled process is meaningfully different;
- Company provides Stripe a techno-economic analysis (TEA) with significant evidence that a sub-\$**100**/ton capture cost by **2031** is possible and highlighting cost sensitivities;
- **Company delivers report to Stripe of 10 tpd facility sorbent performance data that offers confidence in the ability of larger plants to achieve a removal rate of**

- Company meeting with Stripe and satisfactorily answering Stripe's questions around the Carbon Removal Purchase.

The full terms and conditions of the New Carbon Removal Purchase are set forth in Exhibit A, which is hereby incorporated by reference. The price per ton of carbon removal and sequestration for the New Carbon Removal Purchase will be renegotiated in good faith between Stripe and Company, and will not be higher than the lowest price offered by Company to any of its other customers within the six months preceding the renewal effective date.

6. Publicity.

After Stripe has publicly announced the Carbon Removal Purchase (the "Announcement"), both parties agree that either party may disclose the terms of this Agreement (including a copy of this Agreement) and all non-confidential information with respect to the Carbon Removal Purchase to third parties without the other party's consent. 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 and/or when referencing Stripe's Carbon Removal Purchase. Stripe grants Company the right to use Stripe's logos and marks, solely in relation to Stripe's Carbon Removal Purchase. 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 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 and contractors with a need to know such information, as well as expert reviewers and journalists.

7. Project Review and Records.

In order to confirm the Carbon Removal Purchase was completed, that Negative Carbon Emissions Project funds paid by Stripe were used for purposes outlined in this Agreement, 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 Carbon Removal Purchase. Stripe will provide Company with at least two (2) weeks advance notice before any such visit. Company agrees to provide Stripe with any 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, that is not cured within thirty (30) days of being provided written notice of such breach, in which case 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 sa@sustaera.com. Notice is effective one business day after sending the email.

Signatures

Stripe, Inc.

[Sustaera, Inc.](#)

Name: Nan Ransohoff

Name: Shantanu Agarwal

Title: Head of Climate, Stripe

Date: 12/7/2021

DocuSigned by:
Nan Ranshoff
DF4A0B9400BF4E8...

Title: Chief Executive Officer

Date: 12/6/2021

DocuSigned by:
Shantanu Agarwal
19FC8A8523E94BD...

Funding Today		
Purchase	Description	Stripe will purchase the capture and storage of tonnage from 1 year of operation from Sustaera's first commercial facility.
	Amount	\$500,000
	Type	Capture + Storage
	Net metric tons removed (% of tons avail)	714 t/CO2 (~25% of tons available per year)
	Price per ton (by total, capture and storage)	\$700 - \$650 capture, \$50 storage
	Price description	<p>This price enables us to recover our costs for our first commercial carbon removal unit.</p> <p>Over time, we anticipate the price reducing significantly based on optimized manufacturing of Sustaera system components, improved availability of carbon-free electricity, and an overall increase in the number and size of carbon removal facilities.</p>
	First customer?	Yes (If tonnage for 1 tpd pilot facility becomes sellable, Stripe will receive option to purchase)
	Largest customer?	Yes
	Est delivery completion	Dec 31, 2024
	Delivery 'halfway' mark	<p>'Halfway mark' milestones: (1) Design, build and operate 1 tpd pilot plant, (2) Conducted FEED and contracted engineering partner to construct 10 tpd facility, and (3) Contracted partnership to build on-site at permitted Class VI storage facility, or identification of alternate storage pathway.</p> <p>Sustaera will also provide a comprehensive overview of progress towards the key sorbent performance metrics that de-risk a sub-\$100/tCO2 capture cost.</p>
R&D	Description	N/A
	Amount	N/A
Total funding today		\$500,000 purchase

Conditional Renewal	
Renewal description	Stripe will purchase an additional \$1M of tonnage from the 10 tpd facility following the fulfillment of the first purchase and achievement of the criteria laid out below. Upon triggering our renewal, we will negotiate a new price/ton. This price must be lower than first purchase price and the cheapest available price (MFN pricing) offered to any purchaser from this facility.
Renewal conditions The renewal amount will be paid out when all of these renewal conditions have been met. We expect that 100% delivery will be the long-pole but let us know if any project-specific conditions will happen after that.	<i>Generic</i> <ul style="list-style-type: none">• Delivery of 100% of initial tonnage, with measurement, monitoring, and verification (MMV) evidence of tons removed• Completion of a third-party lifecycle analysis (LCA) confirming carbon removal purchase resulted in a net-negative carbon footprint• Updated LCA demonstrating net-negativity for subsequent removal if future scaled process is meaningfully different• Updated techno-economic analysis (TEA) providing significant evidence that a sub-\$100/ton capture cost by 2031 is possible and highlighting cost sensitivities• Meeting with Stripe and potential site visit upon delivery and achievement of project-specific renewal conditions to answer any questions about the results <i>Project-specific</i> <ul style="list-style-type: none">• Pilot demonstration data that offers confidence in the ability of larger plants to achieve a CO2 removal rate of 100tpd, including progress across key sorbent performance metrics (sorbent productivity, low regeneration heat, desorption with targeted electricity, lifecycle, and CO2 purity on regeneration)
Est. delivery completion Assuming the renewal triggers at the date estimated above, when do you expect to deliver the \$1,000,000 of tonnage? We know there are wide error bars.	Dec 31, 2025
Total renewal amount	\$1,000,000 purchase

Exhibit B