

CARBON REMOVAL PURCHASE AGREEMENT

Stripe, Inc. (“Stripe”) and **Ebb Carbon, 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 256 metric tons of carbon dioxide by September 1, 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 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. Each party agrees it will comply with all applicable laws.

4. Company Reports.

By **March 1, 2023**, Company will share a report to Stripe detailing system performance data from lab-scale demonstration and pilot unit that offer confidence in the ability of the larger module to achieve a removal rate of ~ 200 tons per year.

By **September 1, 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 Carbon Removal Purchase. Company shall provide Stripe with copies of any research or publications that it produces in connection with the Carbon Removal Purchase.

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 **September 1, 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 provides Stripe reporting on removal, including demonstration module NaOH dispersal measurement as well as modeling of local and regional CO2 drawdown;**
- **Company optimizes productization of Ebb standard module, initiates construction for 3rd installation, and identifies industrial partners for subsequent module deployment;**
- **Company establishes offtake agreement for aqueous HCl;**
- **Company provides an ocean ecosystems impact report prepared from mesocosm studies, which Stripe can put through a confidential third-party review at Stripe's discretion; and**
- 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 any information with respect to the Carbon Removal Purchase that is publicly available 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 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 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 during regular business hours with prior notice and review Company's activities with respect to the Carbon Removal Purchase. 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, in which case unused funds and/or funds used in Company's 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.

Ebb Carbon, Inc.

Name: Nan RansohoffName: Ben TarbellTitle: Head of ClimateTitle: CEODate: 12/4/2021Date: 12/5/2021

DocuSigned by:

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 A51B074CBEA4432...

Exhibit A

| Funding Today | | |
|----------------------------|--|--|
| Purchase | Description | Stripe will purchase 256 tons of CO2 from Ebb Carbon's first commercial scale, 200 tCO2 / year installation. |
| | Amount | \$500,000 |
| | Type | Capture + Storage |
| | Net metric tons removed (% of tons avail) | 256 t/CO2 (~100% of tons available) |
| | Price per ton | \$1,950 |
| | Price description | <p>This represents higher initial costs associated with: retail energy prices, lower capacity factors for early system commissioning and availability of low-carbon electricity, and higher capex associated with off the shelf hardware.</p> <p>Over time, we anticipate the price reducing significantly based on increased uptime, lower capex and lower cost of low-carbon electricity.</p> |
| | First customer? | Yes |
| | Largest customer? | Yes |
| | Est delivery completion | Sep 1, 2024 |
| | Delivery 'halfway' mark | Ebb will provide evidence of system performance data from lab-scale demonstration and pilot unit as applicable that offer confidence in the ability of the larger module to achieve a removal rate of ~ 200 tons per year. |
| R&D | Description | N/A |
| | Amount | N/A |
| Total funding today | | \$500,000 purchase |
| Conditional Renewal | | |
| Renewal description | | <p>Stripe will purchase an additional \$1M from the first Ebb Carbon module and subsequent modules 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 within the six months preceding the renewal effective date.</p> |

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| <p>Renewal conditions</p> <p>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.</p> | <p><i>Generic</i></p> <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, inclusive of HCL end use • 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 <p><i>Project-specific</i></p> <ul style="list-style-type: none"> • Reporting on demonstration module NaOH dispersal measurement as well as modeling of local and regional CO2 drawdown • Optimized productization of an Ebb standard module, learning from pilot design, with construction ongoing for 3rd installation • Offtake agreement established for aqueous HCl • Ocean ecosystems impact report prepared from mesocosm studies and data (delta pH and other relevant seawater chemistry parameters) demonstrating post-reaction water is safe for release back into the ocean • Identification of industrial process partners for subsequent TEU deployments |
| <p>Est. delivery completion</p> <p>Assuming the renewal triggers at the date estimated above, when do you expect to deliver the \$250,000 of tonnage? We know there are wide error bars.</p> | <p>December 31, 2025</p> |
| <p>Total renewal amount</p> | <p>\$1,000,000 purchase</p> |

Exhibit B