



CARBON OFFSET AGREEMENT

This Carbon Offset Agreement (“Agreement”) between TAP Business Marketing LLC, a Delaware limited liability company (“Seller”), and ItSupport User (“Customer”) (each a “Party” and collectively, the “Parties”) is entered into and effective as of 05/09/2024 (“Effective Date”).

Customer Specific Terms	
Contract ID	7713C2B9-CFDA-4B95-A82F-0DF9189C5E10
Customer	ItSupport User
	Property Name, Address: Billing Contact, Address:
Product	Gold
Project IDs	
Projects	
Product Quantity	60
Purchase Price	\$48.00
Total Purchase Price	\$60.00
Payment Due Date	See Terms and Conditions Section 4
Offsets Delivery Date	Seller yearly calendar delivery schedule


By signing below, the authorized representative of each Party agrees to this Agreement and the attached Carbon Offset Agreement Terms and Conditions as of the Effective Date.

<div>TAP Business Marketing LLC</div> <div>By: </div> <div>_____ Name: Tap-Admin</div> <div>_____ Title: TAP</div> <div>Business Address: 910 Louisiana Street, Suite B200 Houston, TX 77002</div>	<div>Customer: ItSupport User</div> <div>By: </div> <div>_____ Name: ItSupport User</div> <div>_____ Title:</div> <div>Address: _____</div>
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Carbon Offset Agreement
Terms and Conditions

1. **Transactions:** For the Delivery Period provided, Customer agrees to purchase, and Seller agrees to retire on behalf of Customer, Carbon Offset Credits meeting the requirements outlined below.
2. **Performance:** A Carbon Offset Credit represents a credit which is retired by the Seller and measured and delivered in metric tons of CO2 equivalent .





3. **Taxes:** Customer shall pay any Federal and/or State Taxes associated with the Carbon Offsets purchased and sold hereunder.
4. **Billing and Payment:** Customer shall be invoiced for the Carbon Offsets by one of the following options it will elect below: (a) Customer shall receive a one-time upfront invoice for the total Carbon Offsets purchase provided under this Agreement; or (b) Customer shall receive a monthly or yearly invoice throughout the Delivery Period of this Agreement. In such events, payments to Seller for amounts due under this Agreement shall be made by Customer within fifteen (15) days from the invoice date.

Customer shall remit payment in full to the address specified on such invoice. Customer will pay a late fee on late payments for any amount due under this Agreement at 1.50% per month ("Late Fee") or, if lower, the maximum rate permitted by law. Customer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting any amounts owed to Seller and any fee charged to Seller for Customer's insufficient funds. Customer has decided to receive:

- a one-time upfront invoice
- a monthly invoice throughout the Delivery Period of this Agreement which shall be in [number of months] monthly payments of \$[Monthly Payments] from 05/09/2024 to 06/09/2024.
- a yearly invoice throughout the Delivery Period of this Agreement which shall be in [number of years] yearly payments of \$[Monthly Payments] 05/09/2024 to 06/09/2024.

5. **Change in Laws:**

- A. If any change in Applicable Law, increase in rates or charges imposed by a host utility, the wholesale market, independent system operator, regional transmission organization or voluntary greenhouse gas carbon offset administrator, or change in supplier obligations to serve increases Seller's costs, Seller may pass through the increased costs to Customer by adjusting the Purchase Price or through a separate line item on the invoices issued to Customer.

"Applicable Law" means any applicable federal, state or local law (including common law and criminal law), code, statute, act, treaty, permit, license, directive, ordinance, by-law, regulation, rule, order, writ, judgment, injunction, consent order or agreement with a governmental authority, proclamation, delegated or subordinated legislation of any governmental authority, and requirement of any regulatory body as may be amended, including the laws and regulations administered by a public utility or service commission, electric tariffs approved by such commission, the rules, regulations, and tariffs adopted, approved, or administered by the Federal Energy Regulatory Commission, the North American Electric Reliability Corporation, the wholesale market(s), and the rules and regulations administered by a stock exchange.

- B. If Seller determines that any judicial, regulatory, or legislative change or change by an independent accounting of carbon, or any action or change renders performance of the material obligations contained in this Agreement illegal or impossible, either Party may request the other Party to enter into good faith negotiations to make changes to this Agreement as necessary or appropriate to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement. Upon receipt of such notice requesting negotiations, the Parties will promptly (but in any event no later than 15 days after such request) meet and negotiate in good faith such changes, provided neither Party will be obligated to agree to any such changes, and the Parties will continue to perform under this Agreement to the extent permitted by the change in Applicable Law. Should no notice be received, this Agreement shall terminate automatically without further liability to either party.

6. **Billing and Payment: Disputes:** If either Party in good faith disputes amounts owed hereunder, the disputing Party will contact the non-disputing Party in writing and pay the undisputed amount by the payment due date. The Parties will have 15 Business Days to negotiate a resolution. If such dispute is not resolved, the disputing Party will immediately pay the balance of the original invoice, plus Late Fees from the original due date, and either Party may exercise any remedy available to it at law or equity. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.
7. **Force Majeure:** Other than payment obligations, a Party claiming Force Majeure will be excused from its obligations only if it provides prompt notice of the Force Majeure event, uses due diligence to remove its cause and resumes performance as promptly as reasonably possible. During a Force Majeure event, Customer will not be excused from its responsibility to pay for Carbon Offsets received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include the inability to pay, an increase or decrease in Taxes or the cost of Carbon Offsets, the economic hardships of a Party, or the full or partial closure of Customer's facilities, unless such closure itself is due to Force Majeure. Force Majeure will not excuse Customer from paying for Carbon Offsets it purchases or receives.
8. **Financial Responsibility:** Seller's entry into this Agreement is conditioned on Customer, its parent, any guarantor, or any successor maintaining its creditworthiness during the Delivery Period. Seller may request that Buyer provide audited financial statements upon request, but no more than four times a year. Buyer's inability or unwillingness to provide such statements will be considered reasonable grounds for insecurity. When Seller has reasonable grounds for insecurity regarding Customer's ability or willingness to perform all of its outstanding obligations, Seller may require Customer to



provide adequate assurance, which may include, in Seller's discretion, security in the form of cash deposits, letters of credit or other guaranty of payment or performance ("Credit Assurance").

9. **Events of Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within 3 Business Days of a written demand; (ii) failure of Customer to provide Credit Assurance within 2 Business Days of Seller's demand; (iii) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true and such breach (other than arising under Section 11(A)(iii)) is not cured within 15 Business Days after written notice; (iv) a secured party has taken possession of all or any substantial portion of its assets or is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation or merger where the surviving entity has assumed all of the respective obligations of such Party under this Agreement); (v) failure of a Party to fulfill any of its obligations in this Agreement (except as otherwise provided in subsections (i), (ii), (iii), and (iv) hereof) and such failure is not cured within 15 Business Days after written notice; provided that no cure period or demand for cure applies to an early termination of a Transaction Confirmation by Customer or due to a default under Section 11(A)(iii).
10. **Remedies:** : In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) cancel and resell any Carbon Offsets previously held for or delivered to Customer, without any further obligation to the non-defaulting Party (ii) accelerate any amounts owing between the Parties and terminate this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Product Quantity and the Close-out Value; and/or (iv) net or aggregate all settlement amounts and all other amounts owing between (a) the non-defaulting Party and its affiliates and (b) the defaulting Party under this Agreement and any other commodity or commodity-related agreements, whether or not due and whether or not subject to any contingencies, plus costs, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within 3 Business Days of written notice from the non-defaulting Party. A late fee on any unpaid portion of the Net Settlement Amount will accrue at the Late Fee as defined above.

"Close-out Value" is the sum of (a) the amount owed to the non-defaulting Party for the Product Quantities remaining to be delivered during the Delivery Period, calculated by determining the difference between the Purchase Price and the Market Price for those quantities and multiplied by the Product Quantities remaining to be delivered during the Delivery Period; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges and/or transaction costs. The defaulting Party is responsible for all costs and fees incurred for collection of the Close-out Value and/or the Net Settlement Amount, including reasonable attorney's fees and expert witness fees.

"Market Price" means the price for similar quantities of Carbon Offsets within a similar GHG Carbon Offset Program during the remaining Delivery Period. For purposes of determining Close-out Value, Market Price may be established by Seller through the information available to Seller internally or through third parties. The Parties agree that Close-out Value constitutes a reasonable approximation of damages and is not a penalty or punitive in any respect. Physical liquidation of a Transaction or entering into a replacement transaction is not required to determine the Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for the collection of the Net Settlement Amount, including reasonable attorney's fees and expert witness fees

11. **Representations, Warranties and Covenants:** Each of the following are deemed to be repeated each time a Transaction Confirmation is entered into and during the Delivery Period:
- A Each Party represents that: (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (ii) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, its parent or guarantor or to its knowledge, threatened against it, its parent or guarantor
 - B Customer represents, warrants, and covenants that: (i) it is not a residential customer; (ii) execution of this Agreement initiates service for the Delivery Period; (iii) if the person or entity signing this Agreement is doing so in its capacity as an agent, such agent represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide Seller true, correct and complete documentation of such agency relationship, and (iv) (a) it has and will provide, to Seller, all information reasonably required to substantiate its usage requirements; (b) acceptance of this Agreement constitutes an authorization for release of such usage information; (c) it will assist Seller in taking all actions necessary to effectuate this Agreement, including providing an authorization form permitting Seller to obtain its usage information; and (d) the usage information provided is true and accurate as of the date furnished.
 - C EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED
12. **Additional Disclaimer:** Customer acknowledges that it has performed such due diligence, to the extent that Customer has deemed necessary, to permit it to fully evaluate the merits of the purchase and retirement of the Carbon Offsets hereunder. Customer is satisfied with all inquiries it has made concerning the purchase and retirement of the Carbon Offsets by the Seller on behalf of the Customer. Seller does not warrant that the Carbon Offsets sold herein will meet any specific governmental or legislative requirements or obligations in relation to Customer's reduction of greenhouse gas emissions.



Seller does not warrant that the Carbon Offsets sold herein will comply with or meet eligibility criteria of any statutory, voluntary, industry, non-profit or corporate undertaking, standard, program or commitment, except as expressly stated herein.

13. **Limitation on Liability:** NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED HEREIN. SELLER'S LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE PURCHASE PRICE PAID FOR THE THEN APPLICABLE PORTION OF THE DELIVERY PERIOD.

14. **Other:**

- A. The Agreement, and any dispute arising hereunder, is governed by the law of the State of Texas without regard to any conflict of rules doctrine.
- B. Each Party waives its right to a jury trial regarding any litigation arising from this Agreement.
- C. No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy.
- D. Any notice or waiver, including without limitation any termination notice, shall be provided in writing and, if sent to Seller, a copy delivered to: TAP Business Marketing, Attn: Client Services, 910 Louisiana Street, Houston, TX 77002, Phone: (844) 737-6742; Email: ContractSupport@TAP.com. Notice sent by electronic means shall be deemed to have been received by the close of the Business Day on which it was transmitted or such earlier time as is confirmed by the receiving Party. Notice delivered by overnight courier shall be deemed to have been received on the Business Day after it was sent, or such earlier time as is confirmed by the receiving Party. Notice delivered by first class mail (postage prepaid) shall be deemed to have been received at the end of the third Business Day after the date of mailing.
- E. No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties.
- F. . Seller may pledge, encumber or assign this Agreement or the accounts, revenues, and proceeds thereof without Customer's consent. Customer may not assign this Agreement without Seller's consent not to be unreasonably withheld.
- G. This Agreement may be signed in separate counterparts by the Parties, each of which, when signed and delivered, shall be an original, but all of which shall constitute one and the same instrument.
- H. Any document generated by the Parties with respect to the Agreement, including the Agreement, may be imaged and stored electronically and may be introduced as evidence in any proceeding as if it were an original business record and shall not be contested by either party as admissible evidence.
- I. I. If a broker, agent, aggregator, or other similar agent ("Agent") has been involved in this Agreement, that Agent is an agent of Customer only and not an agent of Seller and may receive a commission from Seller out of monies Customer pays to Seller under this Agreement. Customer acknowledges and agrees that Seller may share information regarding Customer's Carbon Offset Credits and payment with the Agent necessary to comply with any commission agreement or other similar agreement between Seller and Agent. Customer may authorize Seller in writing to grant Customer's Agent access to Customer's online account with Seller
- J. Except as otherwise provided below, Seller shall maintain the confidentiality of Customer's data collected for purposes of fulfilling the terms of this Agreement including Customer's name, address, telephone number, electric usage, and historical payment information as required by applicable regulation and law. Customer shall maintain the confidentiality of this Agreement and will not without Seller's prior written consent, disclose the terms of this Agreement or any online account management password to any third party, other than Customer's employees, affiliates, agents, auditors, and counsel who are bound by confidentiality obligations not to disclose this Agreement. Seller may disclose or share the terms of this Agreement or Customer's data provided under or relating to this Agreement, with its affiliates, agents, employees, lenders, permitted assignees, service providers, or prospective purchasers who have agreed to confidentiality obligations not to disclose or share such information and to use it only in the course of their performance of services. Where required by applicable regulation or law, Seller will obtain Customer's consent to disclose or share Customer's data for any other purpose not defined herein.

