THE CLIMATE LABEL

BRAND LICENSE AGREEMENT

This Brand License Agreement (this "Agreement") is entered into as of _____ ("Effective Date") by and between Climate Neutral, dba The Change Climate Project, a California public benefit corporation with its principal place of business at 548 Market Street #32099 San Francisco CA 94104 ("TCCP"), and _____ with its principal place of business at _____ ("Licensee"). In this Agreement, TCCP and Licensee are sometimes referred to individually as a "party" or collectively as the "parties."

WHEREAS:

A. TCCP has developed The Climate Label Certified Standard ("Standard," as defined below);

B. TCCP is the sole and exclusive owner of the Marks (as defined below);

C. Licensee wishes to obtain a license to use the Marks in order to publicly demonstrate its achievement of the Standard; and

D. TCCP is willing to grant such license to Licensee on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License Grant.

1.1. Licensee has an "Initial Certification Deadline" of _____ during the 12-month period after the Effective Date.

1.2. Licensee will have until the Initial Certification Deadline to obtain TCCP's written confirmation that it has achieved The Climate Label Certified Standard (the "Standard"). Effective upon TCCP's written notice to Licensee that Licensee has achieved the Standard, and for the period extending one calendar year after the Initial Certification Deadline, and subject to the terms and conditions of this Agreement, TCCP hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable right and license to use and display the trademarks, service marks, logos and other marks set forth in Exhibit A ("The Climate Label Certified Marks" also referred to herein as the "Marks") for the geographic territory in which the Standard is achieved by Licensee (the "Territory") solely in connection with the marketing, promotion, advertisement, distribution, and sale of Licensee's products and services, but only if such products and services ultimately are marketed, promoted, distributed, advertised and sold by Licensee within the Territory. If Licensee does not obtain such written confirmation by such date, this Agreement and the rights and licenses granted hereunder will automatically terminate in accordance with Section 6 below. "The Climate Label Certified Standard," herein referred to as the "Standard," means The Climate Label Certified Standard certification criteria, the current version of which is available at www.changeclimate.org/standards, as such Standard may be updated by TCCP from time to time in its sole discretion. Licensee agrees that all use of the Marks, and all goodwill arising out of such use, will inure to the sole benefit of TCCP. All rights of TCCP in and to the Marks that are not expressly granted under this Section 1 are reserved by TCCP.

2. Compliance with Agreement and the Standard.

Without limiting the obligations of Licensee under Section 5, in order to earn and retain the right to use the Marks, Licensee is required to comply with terms of this Agreement and the current version of the Standard, as determined by TCCP in its sole discretion. If, during the term of this Agreement, TCCP becomes aware of Licensee's noncompliance with this Agreement or Licensee's nonconformance with the Standard, Licensee's rights to use and display any or all of the Marks may be terminated by TCCP. TCCP may substitute alternative marks for such Marks, upon at least sixty (60) calendar days' prior written notice to Licensee, which notice may be given in the manner set forth in Section 12.2 below or any other reasonable means.

3. Compliance with Laws.

Each party shall at all times comply in all material respects with all foreign and U.S. federal, state, and local laws, statutes, ordinances, regulations, mandatory regulatory guidance and orders that are applicable to its performance hereunder, and to its use of the Marks in any jurisdiction or market, including such party's exercise of and granting of the rights and licenses under this Agreement and such party's performance hereunder. The rights and licenses granted to Licensee hereunder are subject to compliance with the provisions of this Section 3.

4. Maintenance, Renewal and Enforcement.

4.1. Licensee agrees to cooperate reasonably with TCCP's preparation and filing of any applications, renewals or other documentation necessary or useful to protect TCCP's rights in the Marks. Licensee will notify TCCP promptly of any actual or threatened infringements, imitations or unauthorized uses of the Marks of which Licensee becomes aware. Licensee and TCCP shall enter into registered user agreements with respect to the Marks pursuant to trademark law requirements in the Territory. Notwithstanding the provisions set forth above, Company shall be solely responsible for proper filing of the registered user agreement with the appropriate authorities and shall pay all costs or fees associated with such filing.

5. Brand Guidelines and Quality Control.

5.1. Conduct of Business. Licensee shall comply with TCCP's directions regarding the form and manner of the application of the Marks, including the directions contained in TCCP's Labeling Guidelines and Certified Brand Marketing Guide, as such guides will be provided and maintained by TCCP. Licensee shall conduct its business in a manner that will reflect positively on the Marks and TCCP. Licensee shall use the Marks in a manner that does not derogate TCCP's rights in the Marks or the value of the Marks, and shall take no action that would interfere with, diminish or tarnish those rights or value.

5.2. Quality of Materials. All products, documents, advertising, media and materials marketed, promoted, advertised, distributed, and sold and/or produced by Licensee in accordance with this Agreement and bearing the Marks ("Materials") shall be of such quality as will, in TCCP's reasonable judgment, protect and enhance the goodwill, image and reputation adhering to the Marks.

5.3. Samples. Licensee shall cooperate reasonably with TCCP in enabling TCCP to ascertain that the Materials meet TCCP's quality standards. TCCP will have the right to monitor Licensee's use of the Marks. Upon TCCP's request, Licensee will submit to TCCP copies of any Materials bearing the Marks. If TCCP discovers any improper use of the Marks on any such submission and delivers a writing describing in detail the improper use to Licensee within ten (10) Business Days after receiving such submission, Licensee will immediately remedy such improper use by submitting to TCCP its plans to correct the improper use within ten (10) Business Days of receipt of such notice from TCCP if the improper use occurs on any of Licensee's ecommerce websites and within thirty (30) calendar days of receipt of such notice from TCCP if the improper use occurs on the Materials. If Licensee does not receive a written objection within 10 Business Days of TCCP's receipt of Licensee's correction plan, the submission will be deemed approved. If TCCP provides a written objection to Licensee, Licensee shall have an additional period of 10 Business Days to provide a revised correction plan for TCCP's approval. If TCCP does not approve of such revised plan, it shall provide a written objection to Licensee within 10 Business Days, and thereafter have the right to terminate this Agreement immediately. Additionally, TCCP may request that Licensee stop use of any Marks if the condition of the Materials on which the Marks appear could, in TCCP's reasonable judgment, reflect adversely upon the Marks or upon TCCP. Licensee will stop using the Marks on the Materials within sixty (60) calendar days of receipt of notice from TCCP. For the purposes of this Agreement, the term "Business Days" shall refer to the days Monday through Friday, excluding US federal holidays.

6. Term and Termination.

The "Initial Term" of this Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter until one calendar year after the Initial Certification Deadline, unless terminated earlier as provided in this Section 6. Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one-year terms unless either party provides written notice of nonrenewal at least 30 calendar days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the

"Term"), or unless sooner terminated as provided in this Section 6. This Agreement will automatically terminate, without notice, in the event that TCCP does not confirm in writing to Licensee pursuant to Section 1 by the Initial Certification Deadline, or by the end of each Renewal Term, that Licensee has achieved the Standard. If the Term is renewed for any Renewal Terms pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Standard or the fees payable hereunder by Licensee during the applicable Renewal Term. If either party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term. Either party may terminate this Agreement for any reason or no reason by providing the other party with thirty (30) calendar days advance written notice. Upon expiration or earlier termination of this Agreement, all rights and licenses granted hereunder shall terminate, except that the terms and conditions of this Agreement that by their sense and context are intended to survive termination hereof will so survive, including the following Sections: 4, 6, 7, 8, 9, 10, 11 and 12 shall survive. Upon expiration or earlier termination of this Agreement, Licensee shall within three (3) Business Days stop using the Marks on its websites and any new Materials that it has not yet ordered, and it shall have ninety (90) calendar days after the date of expiration or termination to wind down the sales and distribution of Materials on which the Marks appear produced prior to the date of expiration or termination.

7. Payments; Taxes.

Licensee will pay the fees set forth at www.changeclimate.org/pricing as such pricing may be revised by TCCP from time to time; provided that TCCP will provide Licensee with sixty (60) calendar days prior notice of changes to fees. Licensee will pay TCCP within thirty (30) calendar days after receipt of TCCP's invoice. All fees payable under this Agreement are exclusive of taxes and must be paid free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by Law, Licensee shall (a) pay to TCCP such sum as will, after the deduction or withholding has been made, leave TCCP with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding, and (b) within five Business Days of making the deduction or withholding, provide a statement in writing showing the gross amount of the payment, the amount of the sum deducted and the actual amount paid.

8. Indemnification.

Licensee, at its own expense, shall indemnify, hold harmless and defend TCCP, its affiliates, successors and assigns, and its and their directors, officers, employees and agents, against any claim, suit, action, or proceeding (individually and collectively, a "Claim"), or any and all, damages, losses, costs, expenses or liability (including attorney's fees and costs), in each case arising out of or relating to: (i) a breach of this Agreement by Licensee, or a Claim that, if true, would constitute a breach, of this Agreement by Licensee; or (ii) Licensee's use of the Marks.

9. Disclaimer of Warranty.

TCCP MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATED TO OR ARISING OUT OF THE MARKS OR THIS AGREEMENT. THE MARKS ARE PROVIDED "AS IS," AND TCCP SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ALL OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM COURSE OF DEALING, USAGE OF TRADE OR CUSTOM.

10. Limitation of Liability.

In no event will TCCP be liable for any indirect, incidental, special or consequential damages of any kind, or damages for lost profits, loss of goodwill or loss of data, arising out of or relating to this Agreement or its implementation, whether liability is based in contract, tort, product liability or any other theory of liability. The foregoing limitation of liability will apply regardless of whether TCCP knows or has been advised of the possibility of such damages.

11. Governing Law; Arbitration.

This Agreement and all related matters are governed solely by, and construed solely in accordance with, the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law that would cause the

application of the laws of any other jurisdiction, and regardless of your location.

ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL RELATED MATTERS, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, MAY, IN TCCP'S SOLE DISCRETION, BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND LICENSEE AGREES THAT TCCP AND LICENSEE ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

Any arbitration hereunder will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "Comprehensive Rules") (currently available at http://www.jamsadr.com/rules-comprehensive-arbitration/ , or if Licensee is resident in the United Kingdom, by JAMS under its International Arbitration Rules (currently available at https://www.jamsadr.com/international-arbitration-rules/), as amended by this Agreement. Selection of the arbitrator shall be in accordance with the rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Licensee or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, provided that if Licensee is a consumer (as defined by JAMS), Licensee has a right to an in-person hearing in your hometown area. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The arbitrator's award will provide a written statement of the disposition of each claim, the award given and the essential findings and conclusions on which the award is based. Notwithstanding any of the foregoing, nothing in this Agreement will preclude Licensee from bringing issues to the attention of federal, state or local agencies and, if applicable law allows, they can seek relief against us for you. If Licensee is a consumer (as defined under JAMS rules), remedies that would otherwise be available to Licensee under applicable federal, state or local laws will remain available under this arbitration clause, unless Licensee retain the right to pursue such remedies in court. As part of the arbitration, both Licensee and we will have the opportunity for discovery of non-privileged information that is relevant to the claim.

12. Miscellaneous.

12.1. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

12.2. Notices. Unless otherwise expressly stated in this Agreement, any notice, accounting statement, consent, approval or other communication under this Agreement shall be in writing and shall be considered given: (a) upon personal delivery or delivery by electronic mail (with confirmation of receipt by receiver), (b) two (2) Business Days after being deposited with an "overnight" courier or "express mail" service, or (c) seven (7) Business Days after being mailed by registered or certified first class mail, return receipt requested, in each case addressed to the notified Party at its address set forth below (or at such other address as such Party may specify by notice to the others delivered in accordance with this Section 12.2):

If to TCCP:

548 Market Street #32099, San Francisco, CA 94104

E-mail: info@changeclimate.org

Attention: Austin Whitman, CEO

If to Licensee:

E-mail:

Attention:

12.3. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without

limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Exhibits refer to the Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Exhibits referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.4. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.5. No Third-Party Beneficiaries. Except as expressly set for in Section 8, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

12.6. Binding Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

12.7. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.8. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent permitted under applicable law.

12.9. Equitable Relief. Licensee acknowledges that a breach by Licensee of this Agreement may cause TCCP irreparable harm, for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, TCCP will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and Licensee hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies will not be deemed to be exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations.

12.10. Entire Agreement. This Agreement, together with all Exhibits hereto and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

12.11. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by means set forth in Section 12.2, including electronic transmission (to which a signed PDF copy is attached), will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.12. In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

TCCP	**LICENSEE**
Signature	Signature
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

THE CLIMATE LABEL CERTIFIED MARKS

TRADEMARK	TRADEMARK SYMBOL ("®" OR "™" OR "SM")	TERRITORY	USAGE NOTES
	®	Global	Marks to be used in all new Materials starting on January 1, 2026
	®	Global	Marks to be used in all new Materials starting on January 1, 2026