GoGreen Plus TERMS & CONDITIONS

By purchasing GoGreen Plus from DHL, and thereby the right to claim Scope 3 Emissions Reductions performed via a sustainable fuel switch leveraging a book & claim mechanism which reduces up to 85% (depending on the service option chosen) of the GHG emissions WtW of the main haul (port-to-port or airport-to-airport) transport (the "Elected Rights"), Customer accepts the applicability of these GoGreen Plus Terms and Conditions (the "Terms and Conditions"). DHL and Customer are referred to in this Agreement individually as a "Party" and collectively as the "Parties".

DEFINITIONS

Defined Terms. Terms used in this Agreement have the meanings set forth below and as otherwise set forth in this Agreement:
"Affiliate" means with respect to a Person, any Person that i) Controls, directly or indirectly, such Person; (ii) is Controlled, directly or indirectly, by such Person; or (iii) is under common Control with such Person.
"Applicable Law(s)" means with respect to a Person, any federal, state, or local law, treaty, franchise, permit, rule, regulation, standard, protocol, order, writ, judgment, injunction, decree, award, or determination of any arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its properties are subject.
"CO2e" means carbon dioxide equivalents. This is a term for describing other GHGs in a common unit. In other words, CO2e = CO2 + other greenhouse gases also expressed in CO2.
"Control" means, when used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise. Instances of **"Controls"**, **"Controlled by"**, and **"under common Control with"** have meanings correlative thereto.
"Customer" means the entity purchasing the Elected Rights from DHL.
"DHL" means the DHL entity providing the Elected Rights to the Customer.
"DHL's Partners" means providers with whom DHL has entered into a contract for the purchase of the rights to Scope 3 Emissions Reductions.
"GHG Protocol" means the *GHG Protocol Corporate Accounting and Reporting Standard*, revised edition, developed by WRI and WBCSD, and includes all applicable supplements, guidance documents, calculation tools, and related standards, including the *Corporate Value Change (Scope 3) Accounting and Reporting Standard*.
"Governmental Authority" means the government of any federal, state, county, municipality, township, or other political subdivision thereof; any regulatory authority (including ICAO); any court, agency, authority, or instrumentality of any of the foregoing; and any other Person exercising executive, legislative, judicial, taxing, regulatory, or administrative functions of or pertaining to government.
"Greenhouse Gas" and **"GHG"** mean the greenhouse gases resulting from the combustion of fossil fuel, being carbon dioxide (CO2), methane (CH4), and nitrous oxide (N2O).
"Person" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, or other entity.
"Representative" means with respect to a Person, such Person's Affiliates and its and their respective members, managers, directors, officers, employees, consultants, legal and financial advisors, and other agent.
"Scope 3 Emissions Reductions" means reductions in a Person's Scope 3 Emissions inventory attributable to DHL's Partner's use of sustainable fuels.
"Scope 3 Emissions" has the meaning set forth in the GHG Protocol.
"WBCSD" means the World Business Council for Sustainable Development.
"WRI" means World Resources Institute.
"WtW" means well-to-wake emissions, and thereby the sum of upstream (well-to-tank) and downstream (tank-to-wake) emissions.

ARTICLE 1 OWNERSHIP AND REPORTING

1.1 **Right to Claim Scope 3 Emissions Reductions**
(a) Subject to these Term and Conditions, DHL grants to Customer and Customer accepts and purchases from DHL, the right to claim and/or receive the Elected Rights agreed to by the Parties. As consideration for the right to claim and/or receive the Elected Rights, Customer shall pay to DHL the rates and charges agreed to by the Parties. Notwithstanding anything to the contrary, DHL reserves the right to adjust the rates and charges upon thirty (30) days' notice to Customer.
(b) DHL's ability to grant to Customer the Scope 3 Emissions Reductions is contingent upon DHL's procurement of the same from its various suppliers. DHL and its Affiliates have entered into one or more agreements for the purchase of Scope 3 Emissions Reductions, and DHL shall use commercially reasonable efforts to procure a sufficient volume of Scope 3 Emissions Reductions under such agreements in order to satisfy its obligation to grant to Customer the agreed upon volume of Scope 3 Emissions Reductions. Notwithstanding anything to the contrary, any volume of Scope 3 Emissions Reductions offered by DHL does not constitute a binding agreement upon DHL to provide the right to claim the offered volume of Scope 3 Emissions Reductions and DHL may distribute its limited supply of such right to claim Scope 3 Emissions Reductions to its various customers in its sole discretion. In the event that DHL determines that it is unable to grant to Customer the full amount of the Scope 3 Emissions Reductions agreed to by the Parties (which may, without limitation, be based on a determination that the total volume of sustainable fuels available to DHL's Partners is for any reason, including a Force Majeure Event that affects DHL's Partner's source of sustainable fuels, insufficient to enable DHL's Partners to satisfy their transfer obligations to DHL), DHL will provide notice to Customer of such insufficiency and will use commercially reasonable efforts to propose for Customer's consideration, alternatives intended to ensure that Customer receives the right to claim the full volume of Scope 3 Emissions Reductions.
1.2 **Reporting and Validation Support**
(a) In Q2 of the following calendar year, DHL shall provide, upon request of Customer, the following:
(i) An annual certificate executed by DHL that identifies the details of the Elected Rights; and
(ii) Reasonable information relating to any emissions reductions claims.
(b) DHL guarantees that the sustainable fuels used in the Scope 3 Emissions Reductions meets either the ISCC or the RSB standards.
(c) DHL shall provide such reasonable cooperation as Customer may request in connection with Customer's GHG inventory reporting of the Scope 3 Emissions Reductions delivered hereunder. If such reasonable cooperation will result in DHL or its Affiliates incurring material out-of-pocket costs and expenses, including any costs and expenses associated with any additional independent third-party verification requested by Customer, then the Parties shall mutually agree upon such costs and expenses prior to the reasonable cooperation being performed.
1.3 **Limitations**
(a) The granting to Customer of the Scope 3 Emissions Reductions does not transfer or otherwise convey to Customer any rights, liabilities, or obligations with respect to any other Scope 3 Emissions Reductions, any sustainable fuels or other fuel purchased or used by DHL or any other Person.
(b) DHL makes no representations or warranties regarding, and has no liability with respect to, (i) the Scope 3 Emissions Reductions, whether as to merchantability, fitness for a particular purpose, or any other matter; or (ii) Customer's ability to apply or otherwise claim the Scope 3 Emissions Reductions against its Scope 3 Emissions inventory, whether under the GHG Protocol or any other GHG or environmental reporting program or scheme.

GoGreen Plus is a value-added service to a DHL shipment contributing to decarbonization measures within DHL's logistics network. By using alternative fuels and/or technologies DHL reduces the usage of fossil fuels in the mode of transport used for the GoGreen Plus shipment. This does not necessarily mean that the specific shipment is physically transported with the assets using these fuels or technologies. Further information, e.g. on concrete decarbonization measures, learn more on the DHL Global Forwarding GoGreen Plus webpage.

1.4 **Allocation of sustainable fuels and Scope 3 Emissions Reductions.** Customer acknowledges and understands that (i) the sustainable fuels purchased by DHL's Partners is blended with conventional fuel prior to its receipt by DHL's Partners; (ii) the blended sustainable fuel is commingled and stored with other fuel procured by other Persons and with conventional fuel; (ii) DHL's Partners claim credit for the use of sustainable fuel through a book-and-claim accounting process by which it allocates purchased sustainable fuel to shipments, regardless of the type of fuel actually used on such shipment; and (iii) due to the commingling described above, DHL cannot guarantee, and has no obligation to cause, the sustainable fuel purchased by DHL's Partners to be used on any particular shipment, including any shipments purchased by Customer, and DHL's Partners may allocate sustainable fuels through their book-and-claim accounting to such shipments as they may elect.
1.5 **Prohibition against selling Elected Rights.** Customer may not resell or transfer the Elected Rights to any other person or party for any purpose. Customer shall indemnify, defend and hold DHL harmless from any breach of this Section 1.5.

ARTICLE 2 - COMMUNICATIONS AND REPORTING RIGHTS

2.1 **Communications.** DHL and Customer shall not, and each Party shall ensure that its respective Affiliates and Representatives do not, release, issue, distribute, publish, or otherwise make any public announcement, press release, other public statements, and promotional materials (a "Public Statement") regarding this Agreement and the granting of the Elected Rights unless the Public Statement is approved by the other party in writing.

ARTICLE 3 - PAYMENT

3.1 **Payment.** Unless otherwise agreed in writing by DHL, all amounts under this Agreement are due and payable on demand, and must be paid in the currency of the country of the DHL entity that issued the invoice by wire transfer of immediately available funds in accordance with DHL's instructions, without deduction or setoff of any other amount. If any sum is not paid when due, DHL shall, without prejudice to any other right or remedy, be automatically entitled to (i) stop providing the Elected Rights or (ii) charge interest at the legal interest rate in the country of payment or failing such legal rate, at the annual rate of EURIBOR plus 8% calculated monthly and accrued daily to the balance outstanding and overdue.

ARTICLE 4 – LIMITATION OF LIABILITY & FORCE MAJEURE

4.1 **Limitations of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, DHL'S TOTAL LIABILITY UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE LESSER OF 10% OF THE FEES EARNED THROUGH THE ELECTED RIGHTS BY DHL OR €50,000 EUROS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY LOSS OF PROFIT, LOSS OF SALES, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF REPUTATION, PUNITIVE OF EXEMPLARY DAMAGES (IN EACH CASE WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS REGARDLESS OF THE CAUSE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.
4.2 **Force Majeure.**
(a) DHL shall not be deemed to be in breach of this Agreement or otherwise liable to the Customer for damages or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Agreement to the extent such failure is due to a Force Majeure Event. DHL's performance of its obligations under this Agreement shall be deemed suspended for a period equal to the delay caused by such Force Majeure.
(b) For purposes of this Agreement, "Force Majeure Event" means any circumstances beyond the reasonable control of DHL, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, computer viruses, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes, shortage of labor, materials and services and inability or delay in obtaining supplies.

ARTICLE 5 – GENERAL PROVISIONS

5.1 **Amendments.** No servant or agent of DHL shall have power to waive or vary any term of these Terms and Conditions unless such modification, amendment, or other change to these Terms and Conditions is in writing and signed by an authorized representative of DHL.
5.2 **No Waiver.** Failure by a Party to exercise any of its rights or remedies under this Agreement does not constitute a waiver of such rights or remedies. Neither Party will be deemed to have waived any right or remedy to which it may be entitled, any provision of this Agreement, or any failure of default of the other Party unless it has made such waiver specifically in writing.
5.3 **Governing Law.** THE LAWS OF THE COUNTRY WHERE THE DHL ENTITY THAT ISSUES THE INVOICE IS LOCATED (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION) GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ITS INTERPRETATION, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT.
5.4 **Venue.** The Parties submit to the exclusive jurisdiction of the competent court in the country where the DHL entity that issues the invoice is located. Each Party irrevocably waives (i) any objection it may have at any time to the laying of any suit, action, or other proceedings brought in any such court; (ii) any claim that such suit, action, or other proceeding has been brought in an inconvenient forum; and (iii) any right to object, with respect to such suit, action, or other proceeding, that the court does not have any jurisdiction over the Party.
5.5 **Survival.** Each provision of this Agreement that, by its terms, contemplates or requires performance following the termination of this Agreement or is necessary to give effect to such provision, survives any termination of this Agreement.
5.6 **Headings.** The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein, and are to be ignored for the purposes of construction.
5.7 **Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.
5.8 **Severability.** Should any provision of this Agreement be or become void, illegal or unenforceable, (a) the validity or enforceability of the other provisions of this Agreement will not be affected and will continue in full force and effect and (b) the Parties shall in good faith attempt to agree on the replacement of the void, illegal, or unenforceable provision with a legally acceptable clause that corresponds as closely as possible to the sense and purpose of the affected provision.
5.9 **Nature of Relationship.** This Agreement may not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. Neither Party has any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of or otherwise bind the other Party.

Confidential & Proprietary Information of DHL
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