

General Terms and Conditions (GTC) – Agreement on the Issuance of eva Certificates

Effective as of: 15 June 2025

between

EVA Service GmbH, Leipziger Straße 70, 06108 Halle (Saale)
(hereinafter: “**eva**”)

and

the forest owner of the project
(hereinafter: “**Forest Owner**”)

1. Preamble

eva supports forest owners in implementing ecological measures in order to make a positive contribution to climate protection, biodiversity, and other ecosystem services.

This is done through the certification and issuance of **eva certificates**, which may be sold on the voluntary market and used to finance such measures.

The Forest Owner has land areas at its disposal and depends on the proceeds from the commercialization of eva certificates for the implementation of the project.

The Forest Owner therefore wishes to enter into an agreement with eva regarding the issuance of eva certificates.

Now, therefore, the parties agree as follows:

2. Definitions

2.1 “Crediting Period”

The crediting period is the period during which the Forest Owner carries out the implementation of the project itself or has it carried out by third parties, and for which the ecosystem service(s) are calculated. The period shall be bindingly determined at the time of initial certification.

2.2 “eva Online Platform”

The eva Online Platform refers to the internet-accessible platforms operated by eva, including the sub-sections **Certification Platform** and **Impact Registry**.

2.3 “eva”

eva refers to **EVA Service GmbH, Leipziger Straße 70, 06108 Halle (Saale)**.

EVA Service GmbH is a subsidiary of the **Ecosystem Value Alliance Foundation (eva foundation)**, whose foundation purpose is to promote ecosystem services for the restoration and preservation of natural resources as well as the preservation and enhancement of ecosystem performance and climate resilience.

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2.4 “eva Materials”

eva Materials include all documents, plans, photographs, drawings, texts, images, computer programs (in particular calculation tools), data, files, databases, database works, and other content made available to the Forest Owner by eva online or offline under this Agreement.

2.5 “Forest Climate Standard”

The Forest Climate Standard is a set of rules developed by eva that serves as a binding framework for the implementation of projects. It includes various elements such as requirements, methodologies, process descriptions, and guidelines.

2.6 “eva Certificate”

eva Certificates are certificates issued by eva to the Forest Owner which represent a (initially projected) ecosystem service of the project within the crediting period.

Ecosystem Service “Climate Protection”

For the ecosystem service “Climate Protection,” one eva certificate corresponds to the climate impact of **1 tonne of avoided CO2 equivalent [tCO2e]**.

They represent the assurance that the issued climate certificates have been generated by the Forest Owner in accordance with the requirements of the Forest Climate Standard.

Assuming that the circumstances set out in the project scenario occur and that the planned project activities are carried out as planned during the crediting period, the project will generate an ecosystem service additional to the reference scenario corresponding to the number of climate certificates issued.

Climate certificates under the Forest Climate Standard may be traded on the voluntary market.

2.7 “Impact Registry”

The **Impact Registry** (registry.ecosystemvalue.org) is a subsection of the eva Online Platform. It is a publicly accessible registry system operated by eva. It enables the issuance, transfer, and retirement of eva certificates. It also indicates whether a certificate has been validated or already verified. The Impact Registry serves as proof of ownership and ensures the uniqueness of each eva certificate.

2.8 “Methodology”

Methodologies are used to calculate the net impact of ecosystem services.

2.9 “Ecosystem Service”

Ecosystem services refer to the services provided by a given ecosystem.

For the category “Climate Protection,” this service is defined as CO₂ saved over a specific period of time. The ecosystem service may be generated either through **avoidance** of CO₂ or through **removal** of CO₂.

2.10 “Project”

A Project means the implementation of the project on the project area under the responsibility of the Forest Owner during the crediting period.

2.11 “Project Activity”

Project activities are measures that the Forest Owner implements (initially as projected) on the project area in order to achieve the intended ecosystem service within the crediting period.

Project activities are defined by the Forest Owner at the beginning of the project and are intended to achieve certification under the Forest Climate Standard.

Preparatory measures (e.g. planning) are part of the project activities.

2.12 “Project Area”

The project activities are implemented on the project areas.

All sub-areas of a project that have been assigned to a certification are collectively referred to as the **Project Area**.

2.13 “Project Information”

Project Information is a collective term for documents and information in other formats (maps, images, etc.) that serve as evidence of compliance with the requirements of the Forest Climate Standard or are of general public interest (project description, contact information, etc.).

2.14 “Project Scenario”

The Project Scenario is a forecast made by the Forest Owner at the time of initial certification based on the requirements of the Forest Climate Standard. It describes how the ecosystem services are expected to develop over the crediting period, provided that the project activities are implemented as planned and the Forest Owner fulfills its obligations.

2.15 “Reference Scenario”

The Reference Scenario, also known as the baseline scenario, describes the expected development of the ecosystem service on the project area if no project activities are implemented. It serves as the baseline for determining the additional ecosystem service generated by implementation of the project on the project area.

2.16 “Shortfall”

A Shortfall exists where the actual ecosystem service of a project is lower than the ecosystem service projected at that point in time and represented by eva certificates.

2.17 “Technical Committee”

The Technical Committee (TC) is a body established by eva consisting of representatives of various stakeholder groups, eva, and technical experts. It acts democratically, meets regularly, and is responsible for clarifying fundamental issues relating to the Forest Climate Standard in specific scopes and fields of application.

2.18 “Forest Owner”

The Forest Owner is a person or organization with the legal right in rem to use the land areas required for project implementation in order to generate ecosystem services.

The Forest Owner is the contact and contractual partner of a project and is responsible for project implementation in accordance with the requirements of the Forest Climate Standard.

The Forest Owner may have its obligations under this Agreement performed by third parties, who may also act as project contacts.

2.19 “Certifier”

The Certifier is an organization that independently reviews the project's conformity with the requirements of the Forest Climate Standard.

3. Subject Matter of the Agreement

3.1

The subject matter of this Agreement is the issuance of eva certificates by eva to the Forest Owner. The Agreement governs the procedure to be followed by the Forest Owner to obtain eva certificates, the certification processes, the rights and obligations of the Forest Owner during the crediting period, and the procedure for Shortfalls.

3.2

The Forest Owner enters into this Agreement with eva in its own name and for its own account.

3.3

The provisions of the Forest Climate Standard shall apply in addition to this Agreement. In the event of conflicts or inconsistencies between the provisions of the Forest Climate Standard and this Agreement, the provisions of this Agreement shall prevail.

3.4

The Forest Owner acknowledges that eva certificates may currently only be sold on the voluntary market and may not currently be used to comply with mandatory emissions obligations. eva certificates are not part of a regulated market, in particular neither the European Emissions Trading System (EU ETS) nor any national emissions trading system, and are therefore not suitable for fulfilling any statutory obligations.

4. Application Phase

4.1

A basic prerequisite for the issuance of eva certificates is that the Forest Owner completes the application phase on the basis of the Forest Climate Standard.

4.2 Step 1 – Application

The Forest Owner uses the eva Online Platform to:

- determine the crediting period;
- create and define the reference and project scenarios;
- define the planned project activities on the project area during the crediting period;
- indicate, for each individual indicator, how these are intended to be fulfilled by the project.

Where provided by the eva Online Platform, the Forest Owner shall upload supporting documents to substantiate its statements.

Based on this information, the projected ecosystem service of the project during the crediting period is calculated, which forms the basis for the eva certificates issued by eva to the Forest Owner.

4.3 Complete and truthful

The Forest Owner warrants that all information requested by eva shall be provided completely and truthfully.

4.4

The Forest Owner is aware that this information forms the basis for calculating the additional ecosystem service and therefore the number of eva certificates issued by eva.

4.5 Other standards

The Forest Owner warrants that, during the crediting period, the project activities will not be used to generate other certificates of the same ecosystem service from third-party providers.

4.6

The Forest Owner confirms that it holds all rights arising directly from its ownership that are required to carry out the project in accordance with the requirements of the Forest Climate Standard and these GTC, and to receive, transfer, and retire eva certificates.

This includes in particular:

- a legal right in rem to the project area allowing implementation of the project activities;
- the marketing rights to the ecosystem services of the project area;

- the rights to enter and overfly the project area, and the right to pass these rights on to eva and third parties for certification and monitoring during the crediting period.

4.7 Permits

The Forest Owner confirms that it has all permits required to implement the project.

4.8

The application phase ends upon submission of the Project Information to eva.

4.9

eva may review the completeness of the submitted information using automated software and manual review (completeness check). No substantive review shall take place at this stage.

5. Initial Certification

5.1 Step 2 – Initial Certification

Initial certification takes place upon submission of the application.

As part of the initial certification, the Project Information submitted by the Forest Owner is reviewed by a Certifier for conformity with and plausibility under the requirements of the Forest Climate Standard.

The exact timing of the initial certification may be restricted by requirements under the Forest Climate Standard.

The Certifier is appointed by eva. eva is free in its choice of Certifier, subject to the limitations set out in the Forest Climate Standard.

The Forest Owner undertakes to cooperate with the Certifier and to provide, via the eva Online Platform and during on-site inspections, all information and documents required for the review and certification of the project.

The exact scope, content, and process of the initial certification review are determined by the Forest Climate Standard.

The result of the initial certification shall be documented by the Certifier in a certification report, which also contains the number of eva certificates generated by the project. The content of the certification report shall correspond to the content defined in the Forest Climate Standard.

5.2

The exact scope, content, and procedure of the initial certification review are determined by the Forest Climate Standard.

The duration of and cost responsibility for the initial certification are governed by the Forest Climate Standard.

6. Issuance of Certificates

6.1 Issuance of Certificates

Following the initial certification of the project, eva shall issue to the Forest Owner, on the basis of the initial certification report, the number of eva certificates stated in that report. Issuance shall take place by crediting the eva certificates to the Forest Owner's account in the Impact Registry.

Documentation service

Legally, issuance does not constitute a transfer of eva certificates from eva to the Forest Owner. Rather, by issuing the eva certificates, eva provides a documentation service to the Forest Owner.

This documentation states that the issued eva certificates were generated by the Forest Owner in compliance with the requirements of the Forest Climate Standard and that, if the circumstances assumed in the project and reference scenarios occur and the planned project activities are implemented, additional ecosystem services will be generated corresponding to the number of eva certificates issued.

The subject matter of this documentation expressly does not include confirmation that the contractual claim embodied in the eva certificates to bring about the ecosystem service actually exists vis-à-vis the Forest Owner.

The Forest Owner alone, and not eva, shall be liable to the acquirer of the eva certificates for the legal validity of the rights embodied in the eva certificates.

Allocation of eva certificates

The Forest Owner shall receive 85% of the eva certificates that are generated by the project according to the initial certification report upon full implementation of the project activities. The remaining 15% of the eva certificates shall serve as a permanence safeguard and shall be allocated to the permanence buffer.

Status of eva certificates

The eva certificates issued following initial certification of the project shall initially have the status "**validated.**" A validated certificate evidences that, if the

assumptions in the project and reference scenarios are fulfilled during the crediting period, the ecosystem service embodied by the eva certificate is expected to be generated.

During the crediting period, eva certificates shall, assuming successful project implementation, change their status from “**validated**” to “**verified.**” This change occurs when monitoring confirms that the projected ecosystem service of the project has actually been achieved. The corresponding status shall be recorded in the Impact Registry.

7. Use of the Certificates

7.1 Use of certificates (transfer and retirement)

The eva certificates generated by the project (validated and verified) may be freely used by the Forest Owner on the voluntary market from the successful issuance of the certificates onward, in particular through transfer of the eva certificates to third parties or through their retirement. Trading eva certificates on a regulated market is not possible.

Transfer

The transfer of eva certificates results in the power of disposal over the certificate passing from the transferor (e.g. the Forest Owner) to the recipient. This requires that both the transferor and the recipient hold an account in the Impact Registry, since the transfer is processed through that platform. Once the transfer is completed, the recipient shall be recorded in the Impact Registry as the new holder of the certificate. eva is not involved in the transfer process, but merely provides the digital infrastructure for the transfer of eva certificates.

Assignment and retirement

Instead of a transfer, eva certificates may also be assigned or retired by the entitled holder.

Assignment applies only to validated (ex-ante) certificates and removes the transferability of the certificates. The certificates may be assigned to a decarbonization strategy and linked to supporting documentation.

Retirement applies only to verified (ex-post) certificates and terminates all transferability and future use, since the certificate is used as a carbon offset at the time of retirement. Retirement may take place in order to apply the ecosystem service embodied in the eva certificate toward specific corporate targets or to compensate Shortfalls. Retirement may only be carried out by the person recorded

in the Impact Registry as the entitled holder at the time of retirement. Retirement shall be recorded in the Impact Registry.

Retirement for the purpose of issuing digital currencies or tokens and transferring them into another registry requires prior written consent from eva.

Pricing

The Forest Owner shall be completely free with regard to the pricing of the transfer and retirement of eva certificates. eva nevertheless reserves the right to issue a non-binding price recommendation as part of its product communication.

8. eva Online Platform

8.1

eva operates the eva Online Platform, consisting of the sub-sections **Certification Platform** and **Impact Registry**.

Via the Certification Platform, the Forest Owner and the Certifiers may communicate and exchange information and documents in connection with the certification processes of the project (initial and re-certification).

The Impact Registry has two principal functions. First, it contains current and historical information on eva certificates and their holders in order to ensure traceability and uniqueness of eva certificates. Second, it allows the Forest Owner to present its project to interested parties and to provide information on project developments during the crediting period.

The Forest Owner undertakes to use the eva Online Platform and to upload and regularly update Project Information there. Project Information must be complete and truthful. The specific Project Information to be provided is determined by the Forest Climate Standard.

8.2

The eva Online Platform is not a trading platform for eva certificates. Rather, it serves exclusively to visualize the projects underlying the eva certificates and to facilitate contact between potential purchasers of eva certificates and the Forest Owner.

8.3

The Forest Owner is responsible for the Project Information uploaded by it to the eva Online Platform. eva shall not review such content without specific cause and assumes no liability whatsoever for such content.

8.4

By uploading Project Information to the Certification Platform, the Forest Owner grants eva a non-exclusive, transferable, sublicensable, worldwide license to host, use, distribute, modify, perform, copy, publicly perform or display, translate, and create derivative works from the Project Information.

8.5

Specific provisions regarding the eva Online Platform are set out in the platform terms accessible there and in the Forest Climate Standard.

9. Obligations of the Forest Owner

9.1

The eva certificates issued to the Forest Owner after initial certification represent the ecosystem services of the project within the crediting period. In order for the project to actually achieve the projected ecosystem services, the Forest Owner must, even after receiving the eva certificates, ensure that the project activities are implemented according to plan.

9.2

The Forest Owner undertakes to do everything and omit nothing necessary to ensure that the project activities described in the project scenario are carried out and that the projected ecosystem service of the project is thereby achieved. What exactly must be done or omitted by the Forest Owner depends on the selected methodology and is specified in detail in the Forest Climate Standard.

9.3 Endangerment notice

The Forest Owner undertakes to notify eva without undue delay if achievement of the targets set out in the project scenario with regard to the ecosystem service is at risk and/or if it has reason to believe that the planned project activities cannot be implemented, or cannot be implemented in full (“endangerment notice”).

Pending clarification of the matter underlying the endangerment notice and depending on its nature and severity, eva reserves the right to pause activities on the eva Online Platform or in the Impact Registry connected with the project.

If it is determined that current developments of the project do not correspond to the projected and issued number of certificates, the Forest Owner must also notify eva accordingly.

As a consequence, the Forest Owner must, at its own cost, adjust the project scenario models on the eva Online Platform. The updated scenarios and, where applicable, areas shall be reviewed by eva. If the certificates resulting from the new scenarios are fewer than the certificates already issued to the Forest Owner, a Shortfall exists (12.1).

9.4

In the event of objections raised by the Certifier during initial or re-certification or by eva in the context of an endangerment notice, the Forest Owner must take corrective measures without undue delay in order to remedy the identified deficiencies.

9.5

The Forest Owner must ensure that the project activities can be carried out on the project area until expiry of the crediting period, including in the event that the project area is sold on to third parties. The Forest Owner is obliged, throughout the entire crediting period, to ensure financing of all planned project activities as well as any remedial measures required under the Shortfall guidelines.

10. Re-Certifications

10.1 Step 3 – Re-certifications

The project shall be monitored throughout the entire crediting period through regular re-certifications, which shall take place at least every 5 years from initial certification. In these re-certifications, the Certifier appointed by eva shall review whether the project is developing in accordance with the assumptions in the project and reference scenarios.

The timing of the re-certifications within the 5-year intervals shall be determined by eva at its reasonable discretion. The costs of the re-certifications shall be borne by the project operator. eva is free in its choice of Certifier, subject to the restrictions laid down in the Forest Climate Standard.

Updating

The review shall be based primarily on the Project Information uploaded and updated by the Forest Owner on the eva Online Platform. The Forest Owner shall update the Project Information regularly (at least every 5 years) in light of any changes to the Forest Climate Standard.

If changes to the Forest Climate Standard result in new or amended requirements for the project that an existing project cannot meet retrospectively, the Forest Owner may apply for grandfathering protection for the project. If such grandfathering protection is granted by eva, the changed requirements need not be complied with by the project.

Review of indicators

The nature and scope of the re-certification review are determined by the requirements of the Forest Climate Standard. In particular, the Certifier shall review indicators relating to:

- ownership, rights, processes, and quality;
- maintenance of valid PEFC / FSC certification;
- updated areas and input parameters for the reference and project scenarios and the resulting number of certificates.

The additionality of the project shall not be reviewed as part of re-certification.

The Certifier shall assess the reviewed indicators in accordance with the rules laid down in the Forest Climate Standard and assign each indicator an appropriate status.

If required, the Certifier is entitled to carry out on-site inspections and/or interviews with project participants in support of the review.

If the project complies with the requirements of the Forest Climate Standard and the actual developments correspond to the number of eva certificates forecast in the project scenario, re-certification shall take place. If this is not the case, a case of non-conformity (NC) or a deviation exists, which shall be handled in accordance with the requirements of the Forest Climate Standard.

The Certifier shall prepare a certification report on the result of the re-certification in accordance with the requirements of the Forest Climate Standard.

11. Monitoring

11.1 Step 4 – Monitoring

As part of monitoring, it shall be reviewed during the crediting period of a project whether the project is developing in accordance with the assumptions in the project and reference scenarios, in particular whether the projected ecosystem services of the project have in fact been achieved by the project activities at the time of monitoring and whether the number of issued eva certificates corresponds to the ecosystem service actually achieved.

For this purpose, eva shall appoint, at its reasonable discretion, an independent organization with relevant technical expertise to prepare a monitoring study.

After completion of the monitoring study, eva shall review it for plausibility and compare the result with the projected ecosystem service. Where necessary, the monitoring information shall be reviewed by a Certifier for quality assurance purposes.

In order to carry out the monitoring studies, the Forest Owner shall grant the participating parties the necessary access and overflight rights.

The monitoring intervals are determined by the requirements of the Forest Climate Standard. The costs of monitoring shall be borne by the Forest Owner.

If the developments of the project correspond to those predicted in the project scenario for the time of monitoring, a corresponding part of the eva certificates shall be changed from the status “**validated**” to “**verified**” and the Impact Registry shall be amended accordingly. This expresses that the originally projected ecosystem service could in fact be achieved through project activities by the time of monitoring.

If the current status of the project deviates from the status projected in the project and reference scenarios, then in the event of a negative deviation a Shortfall exists and shall be handled in accordance with Section 12.1. In the event of a positive deviation, additional eva certificates arise, which shall not be issued to the Forest Owner but instead allocated to the permanence buffer (13.3).

12. Shortfall

12.1 Shortfall guideline (compensation of negative deviations)

If, in the context of monitoring, re-certifications, or otherwise (e.g. due to termination of the Agreement), it becomes apparent that the project is not developing in accordance with the project scenario, in particular that the quantity of eva certificates

projected in the project scenario will not or will not fully be achieved through the project activities, a Shortfall exists.

Compensation

A Shortfall during the crediting period must be compensated either by the Forest Owner or through the permanence buffer maintained by eva, so that the ecosystem service actually achieved by the project once again corresponds to the ecosystem service projected in the project scenario and the number of issued eva certificates corresponds to the actual ecosystem service of the project. Compensation shall take place through retirement of eva certificates by the party responsible for the Shortfall.

As a rule, compensation must occur no later than 6 months after knowledge of the Shortfall. If the responsible party demonstrably does not have enough own eva certificates in its account in the Impact Registry to compensate the Shortfall by retirement, it must submit to eva within that period a plan for compensation of the missing eva certificates (“compensation plan”).

The compensation plan must provide for concrete measures (e.g. purchase of eva certificates or extension of the project by adding new sub-areas) by which the Shortfall can be compensated within 18 months after knowledge of the Shortfall. No later than expiry of those 18 months, the Shortfall must have been compensated by the responsible party.

Who compensates? (Responsible party)

Whether compensation is to be made by the Forest Owner at its own cost or by eva through the permanence buffer depends on whether the cause of the Shortfall is a “**controllable factor**” or an “**uncontrollable factor.**” Details are governed by the following paragraphs as well as the Forest Climate Standard, which applies additionally.

Controllable factor

Shortfalls caused by a controllable factor must be compensated by the Forest Owner. A controllable factor exists whenever the realized risk is allocated to the Forest Owner’s sphere of risk by these GTC or by the Forest Climate Standard.

This is particularly the case in the following constellations:

- the Shortfall results from a breach by the Forest Owner of obligations laid down in these GTC or the Forest Climate Standard;
- wildlife damage leading to a Shortfall;
- actions of the Forest Owner affecting the project area and leading to a Shortfall;
- the Forest Owner exercises its special termination right;
- justified extraordinary termination by eva.

Uncontrollable factor

Shortfalls caused by an uncontrollable factor shall be compensated by eva through the permanence buffer. An uncontrollable factor exists where the realized risk is allocated by the GTC or the Forest Climate Standard to eva's sphere of risk. This applies in particular in the following constellations:

- the calculation models used by eva for the project and reference scenarios change, leading to a reduction in the projected ecosystem service;
- the number of eva certificates stated in the certification report is too high due to a circumstance not recognizable by eva exercising due care in the ordinary course of business (e.g. software or calculation error), and therefore more eva certificates were issued to the Forest Owner than correspond to the actual ecosystem service of the project;
- natural risks such as forest fires, pest infestation, and diseases, as well as extreme weather events such as heatwaves, droughts, storms, and flooding on the project area, including combinations thereof and their direct consequences on the project area.

Shared responsibility

If the causes of the Shortfall lie both in controllable and uncontrollable factors, the Shortfall shall be compensated proportionately according to the ratio of responsibility.

If the parties cannot agree whether the cause of the Shortfall was a controllable or uncontrollable factor, eva shall decide this question at its reasonable discretion.

Certificates used

The eva certificates used by eva and the Forest Owner for compensation should, as far as possible, have similar characteristics to those eva certificates whose Shortfall is to be compensated. However, eva cannot guarantee that the permanence buffer contains a sufficient number of similar certificates. eva's obligation to compensate is therefore limited to the eva certificates available in the permanence buffer.

The Forest Owner must primarily use eva certificates from the project to be compensated for purposes of compensation (for example by extending the project through new sub-areas) and may only secondarily rely on purchasing eva certificates from other eva projects.

If the Forest Owner maintains several projects, it shall be liable for Shortfalls with all eva certificates from those projects.

Specific rule for stand establishment

Notwithstanding the preceding paragraphs, the following special rule applies to projects concerning stand establishment (Method "01 Forest Restoration" and "02 Forest Conversion"):

If a Shortfall occurs within the project during the first 5 years of stand establishment, it shall be compensated exclusively by the Forest Owner. Compensation for uncontrollable risks through the permanence buffer shall not take place during this period.

The Forest Owner must adequately secure this risk of failure through its own safeguarding measures or through insurance from a third-party provider.

After expiry of this period, Shortfalls shall be compensated in accordance with the above paragraphs either by the Forest Owner or through the buffer, depending on whether they are classified as controllable or uncontrollable risks.

13. Permanence Buffer

13.1

eva operates a permanence buffer, which is used to compensate failed eva certificates in the event of Shortfalls attributable to uncontrollable factors.

eva maintains a separate account for the permanence buffer in the Impact Registry.

13.2 Buffer size

The permanence buffer is initially funded by those eva certificates allocated to it upon issuance pursuant to Section 6.1 (currently 15% of the eva certificates issued for each project).

The permanence buffer is also filled with eva certificates that arise where, in the context of monitoring or the updating of a methodology, there is a positive deviation of the actual ecosystem service of a project compared to the ecosystem service projected in the project and reference scenarios.

eva's compensation obligation is limited to the eva certificates contained in the permanence buffer. eva is under no obligation to replenish the buffer.

eva shall monitor the content of the permanence buffer in order to initiate measures in good time should the eva certificates contained in the permanence buffer no longer be sufficient to compensate possible Shortfalls.

If the quantity of eva certificates in the permanence buffer is reduced through compensation measures to the effect that less than 50% of the total eva certificates originally contributed to the permanence buffer remain, eva reserves the right to increase the buffer contribution to be made by the Forest Owner pursuant to Section 6.1 (currently 15%) for new projects.

Such a subsequent change in the buffer contribution shall have no effect on the buffer contributions already made by Forest Owners for existing projects.

13.3 Positive deviations

The Forest Owner expressly agrees that any positive deviations from the projected quantity of eva certificates shall be allocated to the permanence buffer and shall not lead to an additional issuance to the Forest Owner.

If, with regard to a project, two consecutive monitoring events show a positive deviation of the actual ecosystem service of the project compared to the ecosystem service projected in the project and reference scenarios, and it is therefore foreseeable that sufficient certificates are held in the permanence buffer to compensate future permanence risks for the respective project, eva may evaluate, at its own discretion, whether any surplus eva certificates in the permanence buffer may be transferred to the Forest Owner and/or whether the buffer contribution to be made by the Forest Owner for new projects may be reduced.

14. Remuneration of eva

eva shall receive remuneration for its services in connection with the certification, issuance, and administration of eva certificates. In accordance with the **Fee Schedule (Annex 1)**, which forms part of this Agreement, such remuneration shall, depending on the methodology, consist either of individual fees or (temporarily) of a share of eva certificates. eva is entitled to retain the eva certificates due to it at issuance and to commercialize them independently.

15. Liability

15.1

eva shall be liable without limitation in cases of intent or gross negligence, for injury to life and limb, for breach of essential contractual obligations (cardinal obligations), and to the extent of any guarantee assumed by eva. eva shall not be liable below the level of gross negligence.

15.2

In the event of a breach of essential contractual obligations, eva shall be liable only for the typical and foreseeable contractual damage if such damage was caused by simple negligence, unless such claims for damages of the Forest Owner arise from injury to life, body, or health.

15.3

Any further liability of eva is excluded.

15.4

The above limitations of liability shall not apply where eva has fraudulently concealed a defect or assumed a guarantee as to quality.

The same applies insofar as eva and the Forest Owner have concluded an agreement regarding the quality of a thing. The provisions of the German Product Liability Act remain unaffected.

16. Term and Termination

16.1

The contractual relationship begins upon signing of this Agreement and ends at the latest upon expiry of the crediting period (term of the Agreement).

16.2

The right of ordinary termination is excluded during the first 5 years of the contractual term due to the substantial investments made by the parties at the beginning of the Agreement.

16.3

The Forest Owner (or, in the case of b., its heirs) shall have a special right of termination in the following cases:

- a. the Forest Owner sells and transfers the project area to a third party;
- b. the Forest Owner, if a natural person, dies.

The special right of termination must be exercised in writing vis-à-vis eva no later than 6 months after the reason for termination arises.

The termination shall become effective 6 months after exercise of the special termination right.

16.4

The right to terminate the contractual relationship for good cause shall remain unaffected.

16.5

If the contractual relationship is terminated by either party before expiry of the crediting period, a compensable Shortfall shall be deemed to exist and must be compensated by the responsible party in accordance with Section 12.

17. Exclusion of Sub-Areas and Project Exclusion

17.1

Certification granted by eva (initial and re-certification) always relates to the entire project area, so that non-conformity of one part of the project area (“sub-area”) with the Forest Climate Standard shall in principle result in loss of certification for the entire project.

17.2 Exclusion of sub-areas

If, in a re-certification by the Certifier or in the context of a review of an endangerment notice by eva pursuant to Section 9.3, it is determined that a sub-area no longer complies with the requirements of the Forest Climate Standard and a relevant indicator is therefore assessed as “non-conforming” (NC), the Forest Owner shall have the option to exclude that area from the project in order to avoid total exclusion of the project.

The exclusion shall take place through a corresponding adjustment of the project area in the Project Information on the eva Online Platform.

Such partial exclusion results in a Shortfall with respect to the eva certificates attributable to the excluded area, which must be compensated in accordance with Section 12.1.

17.3 Project exclusion

If, in a re-certification by the Certifier or in the context of a review of an endangerment notice by eva pursuant to Section 9.3, an indicator is assessed as “non-conforming” (NC), the project shall be excluded by eva.

Before declaring project exclusion, eva must issue a warning to the Forest Owner and give it the opportunity to remedy the deficiencies objected to within a period of 4 weeks or—if the objection relates to a separable sub-area—to exclude that sub-area from the project.

If remedy of the deficiencies is impossible within this period, the Forest Owner must submit to eva within that period a concept for remedying the deficiencies and take all measures that will lead to the deficiency being remedied as quickly as possible.

Within the same period, the Forest Owner may prove to eva that the objection was unjustified and that the project is therefore compliant with the Forest Climate Standard.

Exclusion of the entire project area shall always be the last resort.

The final decision on project exclusion shall be taken by eva.

Such project exclusion results in a Shortfall with respect to the eva certificates attributable to the project area, which must be compensated in accordance with Section 12.1.

17.4 Withdrawal of project and period after the crediting period

Upon expiry of the crediting period, the project shall cease to be contractually bound. No further obligations of the parties shall exist. Upon such withdrawal, the certificates of the project shall be marked accordingly in the Impact Registry.

eva reserves the right to contact the Forest Owner after expiry of the crediting period in order to discuss monitoring of the project after the end of the crediting period.

18. Intellectual Property in eva Materials

18.1

As against the Forest Owner, eva holds all ownership rights and rights of use and exploitation under copyright law in all eva Materials.

Any use of eva Materials or parts thereof requires the prior explicit written consent of eva, unless such use goes no further than mere viewing upon accessing the content or the intended enjoyment of eva Materials separately made available for download.

18.2

If the eva Materials consist of software, the permitted use without separate consent from eva shall, subject to any separate agreement to the contrary, be limited to

running the downloaded software as intended. This includes technically necessary reproductions and storage for the aforementioned purposes.

18.3

The Forest Owner undertakes to use all eva Materials exclusively for the purposes agreed in this Agreement. In particular, the Forest Owner shall not use the knowledge and calculations obtained through the application phase in order to create its own certificates or have certificates created by another certificate provider.

This obligation does not apply to information that:

- is or becomes generally known;
 - has been or is lawfully obtained from a third party; or
 - was already in the possession of the Forest Owner.
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19. Final Provisions

19.1

eva is entitled at any time to amend and/or supplement these terms with future effect, provided that such amendments or supplements are not unreasonable for the Forest Owner. eva shall inform the Forest Owner in due time of any such amendments and supplements. The current version of these Terms of Use is available electronically here.

19.2

The Forest Owner shall have no right of set-off or retention unless the counterclaim is undisputed or has been finally adjudicated.

19.3

This Agreement shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

19.4

If the Forest Owner is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising out of or in connection with the contractual relationship between the Forest Owner and eva shall be the registered seat of eva.

19.5

Should individual provisions of this Agreement be or become legally invalid, the remainder of the Agreement shall remain binding. In place of the invalid provisions, the statutory provisions shall apply, where available. However, if this would constitute an unreasonable hardship for one party, the Agreement as a whole shall be invalid.

Annex 1: Fee Schedule dated 15 June 2025
