

ANNEX 02 - (template) Statement of Work - Email Agreement

| South Pole | Client |
|---|---|
| Carbonsink Group Srl Piazza Giulio Beverini, 4, 19121 La Spezia (SP) - Italy VAT: 01336740111 REA: SP-120313 hereinafter called 'South Pole' | [Client name] [Client address] [Insert Client Company Number [#and VAT number where applicable]] hereinafter called 'Client' |

Preamble

This Statement of Work ("**SOW**") is entered into and made a part of the agreement between Client and South Pole, entered into by the Parties by means of digital exchanges, in which the Client accepted the General Terms and Conditions ("**GTC**") of Services Agreement. All capitalized terms not defined in this SOW have the respective meanings set forth in the GTC. To the extent that the terms of this SOW conflict with any of the terms of the Agreement, then this SOW shall prevail.

1. Services

[Add description of services]

2. Estimated milestones and Expiry Date (Clause 1 of the GTC)

Estimated delivery milestones: [insert estimated milestone dates, if applicable]

Expiry Date: [insert]

3. Assumptions [#choose as applicable]

- a) Timelines, completion dates and total fees are contingent on the timely provision of data by the Client, in requested formats, and collaboration with South Pole's consultants as-needed for clarification or follow-ups.
- b) Substantive changes to the scope of data collection, review, or timeline to receive data may impact the delivery date or budget required.
- c) This SOW includes fortnightly updates to the project team.
- d) This SOW does not include stakeholder identification or management, including stakeholder engagement, outside of the proposed working package.
- e) This SOW does not include any updated reports or presentations to wider audiences unless specified; this includes executive presentations.
- f) This SOW includes one round of review per deliverable. Additional rounds of review other than those specified will incur additional costs.
- g) This SOW does not include sharing of any licensed or proprietary emission factors used by South Pole to create the deliverables. Intellectual property rights of each Party, where applicable, shall be managed in accordance with the terms of the Agreement.
- h) The fees in this SOW assume that the data will be provided by the Client within South Pole's templates, whenever applicable. Data collection milestones will be agreed during the kick-off meeting. Should a different format, timeline, or process for data collection be required by the Client, this may result in additional fees.
- i) This SOW is based on the versions of any applicable standards, for example the Greenhouse Gas Protocol, WBCSD Guidance on Avoided Emissions and Science Based Target initiative's criteria, in force at the Effective Date. In the event that any updated standard requires additional work from South Pole in order to comply with the changes and its obligations to the Client under the Agreement, this will be priced as additional services.
- j) Any variation to the services, fees or timeline as contemplated in this Item 3 shall be

- implemented pursuant to Clause 6 of the Agreement.
- k) The Client agrees it has sought, and is solely responsible for obtaining, appropriate legal advice with respect to any particular legal matter and the accuracy, completeness or relevance of any given communication guidance.

4. Deliverables:

- a) [Report 1 (format)]
- b) [Report 2 (format)]
- c) [Report 3 (format)]

5. Fees (Clause 7 of the GTC)

[FIXED PRICE BASIS]

The fees listed below exclude any travel and out-of-pocket expenses. Furthermore, any and all amounts expressed as being payable pursuant to this Agreement are exclusive of any applicable taxes.

| Work Phase and Tasks | Est. Total (EUR) |
|----------------------|------------------|
| [add phase/task] | [add fee] |
| [add phase/task] | [add fee] |
| <i>Total</i> | |

6. Invoicing and payment schedule (Clause 7 of the GTC)

- a) [insert % (at least 30% at first instance)] of the Fees shall be invoiced upon execution of the Agreement;
- b) [insert %] of the Fees shall be invoiced upon delivery of [insert deliverable name]
- c) [insert %] upon delivery of [insert deliverable name]
- d) [insert any additional milestones as needed – particularly if a longer engagement and we need more than three milestones]

Payment terms shall be those set out in the **GTC**.

7. Contact information for notices (Clause 17 of the GTC)

- a) South Pole:
Group General Counsel: Legal@southpole.com
with copy to: [INSERT SALES MANAGER]
[TYPE IN ADDRESS]
Email: [xxxxx@southpole.com]
- b) Client:
[INSERT CONTACT NAME]
[TYPE IN ADDRESS]
Email: [TYPE IN EMAIL]

8. Jurisdiction and dispute resolution (Clause 18 of the GTC)

- a) Governing law: [#insert SP entity country of incorporation, except in the case of Swiss law – please use England and Wales]
- b) Dispute resolution body, rules and location: [insert based on the drafting note, or otherwise on the advice of legal counsel]

9. Special Conditions

- a) [#insert alternative IP condition]

- b) [#insert alternative drafting on reporting under mandatory or voluntary climate standard]
- c) [#insert any other condition which deviates from GTCs]