

EVERCLIME STANDARD TERMS

1 INTRODUCTION

- 1.1** Everclime and the Client wish to record their binding agreement in relation to the creation, publication and sale of Impact Cards, the attachment of Rewards to these and the payment of Everclime's Fees related to these, and, for Clients who are also Brand Organisations and/or Impact Activity Providers, the sharing of Revenues arising therefrom.
- 1.2** The definitions set out in the Appendix hereto shall apply throughout this Agreement.
- 1.3** In this Agreement, references to writing include email and any other form of electronic communication.
- 1.4** Unless specified otherwise, all sums payable under this Agreement are exclusive of GST and the payor is required to pay the applicable GST to the payee along with the relevant fee at the same time when such fee is due as per this Agreement. All values shall be in AUD, Australian Dollars unless otherwise presented.

2 THE EVERCLIME PLATFORM

- 2.1** Everclime has developed and intends to maintain the Everclime Platform and shall create, publish and distribute Impact Cards, Impact Statements, Impact Campaigns to Customers through the Everclime Platform throughout the Territory. Subject to the terms of this Agreement, Everclime shall make available to the Client space on the Everclime Platform to have its own Client Profile to introduce its business to users.
- 2.2** For Clients who are Rewards Providers, Everclime will attach Rewards to Impact Cards and make these available on the Everclime Platform as set out in this Agreement.
- 2.3** Everclime is responsible for the development, management, maintenance and hosting of the Everclime Platform, including all associated costs.
- 2.4** Everclime shall create and provide the Client with a template and guidelines which contain the format for the Client Profile. The template may be amended by Everclime from time to time. The Client agrees that the Client Profile shall at all times follow the template provided to it by Everclime without variation or amendment, and the Client shall provide Assets in accordance with such template.

- 2.5** Everclime will use commercially reasonable efforts to maintain the availability and reliability of the Everclime Platform. Nonetheless, Everclime does not warrant that access will be continuous or error-free, and interruptions may occur from time to time due to scheduled maintenance or unexpected issues.

3 BRAND ORGANISATIONS AND IMPACT ACTIVITY PROVIDERS – SALE AND REVENUE SHARE

- 3.1** This clause 3 applies only to Brand Organisations and/or Impact Activity Providers. It shall also apply to Rewards Providers where they are Brand Organisations and/or Impact Activity Providers.
- 3.2** The Client is to pay Everclime for its services as described in the Commercial Overview and at the amount and when detailed in the Deal Terms, which unless otherwise specified in the Deal Terms shall be paid no later than 30 days from the date of issue of any invoice or other date of request for payment by Everclime.
- 3.3** Everclime shall be one of the responsible parties for facilitating the sale of Impact Cards on the Everclime Platform.
- 3.4** Everclime shall pay to the Client its Revenue Share in respect of Revenues received by it each Month as detailed in the Deal Terms.

3.5 N

4 REWARDS

- 4.1** Rewards Providers are subject to the additional terms set out in Schedule B (if applicable).
- 4.2** Clients acknowledge and agree any Reward associated with any Impact Certificate will be subject to the Reward T&Cs of the Rewards Provider, and any obligations to Customer to provide the Reward to the Customer will be the result of the contractual arrangement created between the Rewards Provider and the Customer as a result of the Customer's acceptance of the Reward T&Cs through the Rewards Provider's website or app.
- 4.3** Attachment of any Reward to an Impact Certificate is subject to Everclime's approval of the relevant Reward T&Cs, and where the Rewards Provider is not also the Brand Organisation and/or the Impact Activity Provider, to the approval of the Brand Organisation and/or

the Impact Activity Provider (as applicable).

- 4.4** The Client acknowledges and agrees that Everclime has no liability whatsoever to the Customer with respect to any failure of the Rewards Provider to provide the Reward to the Customer or otherwise with respect to the Reward in any way.

5 BRAND ORGANISATIONS AND IMPACT ACTIVITY PROVIDERS

5.1 The Client acknowledges and agrees that:

- i. Everclime has the de facto and contractual relationship with any Brand Organisations and Impact Activity Providers with respect to Impact Cards and Brand Impact Cards;
- ii. the de facto and contractual relationship with respect to Impact Cards and the attachment of any Reward to any Impact Card is between Everclime and the Rewards Provider, notwithstanding any association of an Impact Card with any Brand Organisation and/or Impact Activity Provider;
- iii. Brand Organisations and/or Impact Activity Providers may initiate arrangements with Rewards Providers with respect to Rewards and vice versa, and Everclime may also initiate any such arrangements;
- iv. Rewards Providers who are not also Brand Organisations and/or Impact Activity Providers may apply to Everclime to add this status, in which case the revised Deal Terms will need to be put in place; and
- v. attachment of any Reward to an Impact Card is subject to the Brand Organisation's and/or Impact Activity Provider's approval, including with respect to the Reward T&Cs. The Rewards Provider must also approve the attachment of any Reward to any Impact Card associated with any Brand Organisation and/or Impact Activity Provider.

6 IMPACT CAMPAIGNS

- 6.1** Everclime may from time to time host, support, or facilitate Impact Campaigns on its platform. These are structured initiatives designed to engage users around specific environmental or sustainability objectives, such as carbon reduction, habitat restoration, or awareness-building.

- 6.2** Participation in an Impact Campaign may involve actions such as making a purchase, contribution, or engagement that is associated with an intended environmental or social outcome.

- 6.3** Unless explicitly stated otherwise, participation in an Impact Campaign does not constitute a contractual obligation between the user and Everclime or its partners. Users are responsible for reviewing campaign details and are advised not to rely on Impact Statements as substitutes for verified environmental certifications or legal disclosures

- 6.4** By participating in a Campaign, users acknowledge that Everclime may collect, use, and display certain information such as their name (if consent is provided), location, or associated entity, in conjunction with public or semi-public Campaign activities. Participation may be rewarded with digital cards, acknowledgments, or Impact Statements, but does not create any legal or contractual obligation between the user and Everclime beyond what is stated in this Agreement.

7 IMPACT STATEMENTS

- 7.1** Impact Statements are provided for informational and illustrative purposes only. While Everclime makes reasonable efforts to ensure accuracy, these Statements are based on data supplied by third-party partners, service providers, or project developers and may be subject to estimation, delay, or revision.

- 7.2** Impact Statements provided through the Everclime Platform are for informational and engagement purposes only and should not be considered verified sustainability or impact reports unless expressly stated. Users must not present or use these Statements in a way that implies formal certification or verification (such as in carbon reporting) unless clearly indicated. Everclime disclaims any liability for misuse or misinterpretation of these materials.

8 INTELLECTUAL PROPERTY

8.1 The Everclime Platform

The Client acknowledges and agrees that all Intellectual Property Rights in respect of the Everclime Platform are exclusively owned by Everclime and the Client shall have no rights in the Intellectual Property Rights except as expressly granted under this Agreement.

8.2 Use of Client Marks

Everclime will request prior written consent for the use of Client Marks: -

- i. on the Client Profile;
- ii. throughout the Everclime Platform; and
- iii. in any press release(s) or public announcement to be issued by Everclime in connection with the launch of the Client Profile and in other launch materials and launch videos, and on repeat boards at press conferences.

9 CONFIDENTIALITY

9.1 The Client shall keep the existence and terms of this Agreement, and any confidential information of Everclime disclosed by Everclime or its employees, officers, representatives, agents or advisers to the Client or its representatives, agents or advisers, confidential and shall not disclose such information in whole or in part to any third party without the prior written consent of Everclime.

10 TERMINATION

10.1 Without prejudice to any rights that have accrued under this Agreement or any other rights or remedies of either party, either party may terminate this Agreement at any time by giving at least 30 days' written notice to the other party.

10.2 Without prejudice to any rights that have accrued under this Agreement or any other rights or remedies of either party, either party may terminate this Agreement by giving written notice to the other party:

- i. with immediate effect if the other party commits a breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so; or
- ii. that the Agreement shall be subject to additional terms as provided for in the notice (**Additional Terms**).

10.3 Without prejudice to any rights that have accrued under this Agreement or any of other rights or remedies of either party, in the event that the Client is unwilling to accept any of the Additional Terms that it is required to accept in accordance with clause 10.2, it may terminate this Agreement by the giving of not less than 30 days' written notice to Everclime.

11 NOT A FUNDRAISING PLATFORM

11.1 Everclime is not a fundraising platform and does not operate as a registered charity or charitable fundraiser. Any contributions or purchases made through the platform are not classified as donations to a charity and are not eligible for tax-deductible status unless expressly stated.

12 WARRANTIES AND INDEMNITIES

12.1 Each of the parties warrants to the other that:

- i. it has full power and authority to enter into and perform this Agreement;
- ii. it either owns, or has the right to use and grant sub-licences of, all Intellectual Property Rights (i) which are necessary for it to perform its obligations under this Agreement, including its obligations in respect of the Assets for the Everclime Platform, and (ii) in any Assets created or supplied by it for the purposes of being used on the Everclime Platform; and
- iii. the entering into, and performance by it of this Agreement will not breach any agreement which it has with any third party and/or any applicable law or regulation.
- iv. They shall perform their obligations under this Agreement in accordance with all applicable laws and regulations;
- v. it either owns, or has the right to use and grant licences of, all Intellectual Property Rights in any Assets that it provides Everclime with under this Agreement;
- vi. it owns, or has the right to use and grant licences of, the Client Marks.

12.2 Each party (**Indemnifying Party**) at all times during and after the term of this Agreement shall indemnify the other party (**Indemnified Party**) against any losses and costs incurred by such Indemnified Party as a result of any breach of the Indemnifying Party's warranties in clause 11.1.

13 LIMITATION OF LIABILITY

13.1 Each party's aggregate liability in respect of claims based on events arising out of or in connection with this Agreement, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the total amount of the Everclime Fees payable to Everclime in the twelve months prior to the first event giving rise to a claim.

13.2 Neither party shall be liable to the other for any indirect or consequential losses, even if that party has been advised of the possibility of such loss or damage.

13.3 Nothing in this Agreement shall operate to exclude or limit a party's liability:

- for death or personal injury caused by negligence;
- for fraud or fraudulent misrepresentation;
- for breach of confidentiality;
- for infringement of intellectual property rights;
- for breach of privacy obligations; or
- for any other liability which cannot be excluded or limited under applicable law.

14 DATA PROTECTION LAW

14.1 The parties must comply, and ensure that their personnel and other representatives comply, with the provisions of applicable Data Protection Laws in connection with the Processing of Personal Data under this Agreement.

14.2 The Parties agree that they are independent Controllers within the meaning of the GDPR for the Processing of Personal Data under this Agreement. The Parties shall provide reasonable assistance to each other, where required, in order to respond to requests from Data Subjects exercising their rights under applicable Data Protection Laws.

14.3 Device Data may in the future be shared between the Parties. Prior to sharing Device Data, the Parties shall agree and execute such further agreements that may be required to ensure the sharing of Device Data complies with applicable Data Protection Legislation.

15 NOTICES

15.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by recorded delivery or by commercial courier or by email to the party required to receive the notice or communication as set out in the Deal Terms.

15.2 Any notice or other communication shall be

deemed to have been duly received

- i. if delivered personally, when left at the address and for the contact referred to in the Term Sheet;
- ii. if delivered by recorded delivery or commercial courier, on the date and at the time that that delivery is recorded to have occurred; or
- ii. if sent by email, on sending, provided that the sender does not receive notification of non-delivery of such email (in which case the sender may resend the email or use an alternative method of delivering the notice).

16 AUDIT

16.1 This clause 15 applies only to Rewards Providers.

16.2 During the Term and for the period 6 months after the end of the Term (**Review Period**), Everclime may, with reasonable prior notice to the Client, conduct an independent audit of the Client's records with respect to Actions and any calculation of Actions Fees by the Client. Such audit will be on the following terms:

- i. the audit will be at the cost of Everclime unless the audit discloses material errors by the Client in the calculation of Action Fees, in which case the cost of the audit will be for the account of the Client;
- ii. Everclime may not request such an audit more than once in any 6 month period during the Review Period; and
- iii. Everclime must ensure that any auditor complies with the confidentiality terms of this Agreement and all applicable legal confidentiality requirements.

17 DISPUTE RESOLUTION

17.1 If a dispute arises between the parties, the procedure in this clause 16 applies.

17.2 A party may give another party a notice of the dispute and the dispute must be dealt with in accordance with the procedure set out in this clause 16.

17.3 A party must not commence legal proceedings (except proceedings seeking interlocutory relief) in respect of a dispute unless the dispute has been referred for resolution in accordance with this clause 16.

17.4 A party must not oppose any application for a stay of any legal proceedings that may be issued in respect of a dispute pending the completion or termination of the procedure set out in this

clause 16.

- 17.5** If a dispute is notified, the dispute must immediately be referred to the parties' respective senior management. Those representatives must endeavour to resolve the dispute as soon as possible and in any event within 14 Business Days (or other period as agreed).
- 17.6** Unless otherwise agreed by the parties, any dispute that cannot be settled by negotiation between the parties or their representatives, the parties expressly agree to endeavour to settle the dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- 17.7** The mediation must be conducted in accordance with the ADC Guidelines for Commercial Mediation (Guidelines) which operate at the time the matter is referred to ADC. The Guidelines set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of the Guidelines are incorporated into these terms and conditions.
- 17.8** Despite the existence of a dispute (including the referral of the dispute to mediation), each party must continue to perform its obligations under this Agreement.
- 17.9** The parties must hold confidential, unless otherwise required by law or at the direction of a court of competent jurisdiction, all information relating to the subject matter of the dispute that is disclosed during or for the purposes of dispute resolution. The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this procedure is to attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process for any purpose other than an attempt to settle the dispute between the parties.
- 17.10** This clause 16 survives termination of the Agreement.

18 GENERAL

- 18.1** This Agreement does not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between the parties and the parties agree that the Client is an independent contractor.
- 18.2** The Client may not assign, transfer, novate or subcontract this agreement or any rights or obligations thereunder, without the prior written consent of Everclime.
- 18.3** This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement.
- 18.4** The Client may not assign, transfer, novate or subcontract this agreement or any rights or obligations thereunder, without the prior written consent of Everclime.
- 18.5** Neither party may rely on the words or conduct of the other party as a waiver of any right unless that waiver is in writing and signed by the party granting the waiver.
- 18.6** If any provision of this Agreement is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not. This clause does not apply where enforcement of the provision of this Agreement in accordance with this clause would materially affect the nature or effect of the parties' obligations under this Agreement.

19 GOVERNING LAW AND JURISDICTION

The Agreement is governed by the laws of New South Wales, Australia and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

SCHEDULE B - REWARDS PROVIDERS STANDARD TERMS

1 APPLICATION

- 1.1** This **Schedule B** applies only to Clients who are Rewards Providers.

2 REWARDS PROVIDERS – SALE OF IMPACT CARDS AND REWARDS FEES

- 2.1** Everclime agrees to permit the Client to advertise on the Everclime Platform and for Rewards to be attached to the Impact Cards in accordance with the Commercial Overview and Deal Terms, and otherwise in accordance with this Agreement.
- 2.2** The Client is to pay Everclime for its services as described in the Commercial Overview and at the amount and when detailed in the Deal Terms, which unless otherwise specified in the Deal Terms shall be paid no later than 30 days from the date of issue of any invoice or other date of request for payment by Everclime.
- 2.3** Everclime shall be one of the responsible parties for facilitating the sale of Impact Cards on the Everclime Platform and, the attaching of Rewards to relevant Impact Cards where provided for under the Deal Terms.
- 2.4** For Client Pays Rewards, for each Impact Card purchased by a Customer, the Client will pay to Everclime the full Impact Card Price from which Everclime will deduct the Everclime Fee before remitting any funds to the relevant Impact Activity Providers in accordance with the other provisions of this Agreement. For the avoidance of doubt (where applicable) Action Fees shall also be payable with respect to any Client Pays Rewards.
- 2.5** For Customer Pays Rewards, for each Impact Card purchased by a Customer, the Customer will pay to Everclime the full Impact Card Price from which Everclime will deduct the Everclime Fee before remitting any funds to the relevant Impact Activity Providers in accordance with the other provisions of this Agreement, and the Client will only pay the Referral Fees in respect to the Customer Pays Rewards attached to the relevant the Impact Card.
- 2.6** The Client shall pay to Everclime the Referral Fees in respect of Opt Ins received by it each Month on the sale of individual

Impact Cards or respective of relevant Actions.

- 2.7** Within 5 Business Days after the final day of each Month, Everclime shall provide a reconciled report (**Opt In Report**) to the Client detailing:

- i. the number of Impact Cards sold in association with the Client;
- ii. the number of Opt Ins with respect to such Impact Cards that Month; and
- iii. Everclime's determination of the amount of Opt In Fees due to Everclime for that Month. If the Client disputes Everclime's determination of the Opt In Fees, it must notify Everclime within 5 Business Days of its receipt of the Opt In Report, or otherwise it shall be deemed to be have been accepted by the Client.

- 2.8** The Client shall pay to Everclime the undisputed amount of the Opt In Fees within 30 days after the provision of the Opt In Report.

- 2.9** Within 5 Business Days after the final day of each Month, the Client shall provide a reconciled report (**Action Report**) to Everclime detailing:

- i. the number and type of Actions taken by Customers that Month, and
- ii. the Client's determination of the amount of Action Fees due to Everclime. If Everclime disputes the Client's determination of the Action Fees, it must notify the Client within 5 Business Days of its receipt of the Action Report, or otherwise it shall be deemed to be accepted (subject to Everclime's rights of audit in this Agreement).

- 2.10** Where a Rewards Provider is also a Brand Organisation and/or an Impact Activity Provider and entitled to a Client Fees under this Agreement, Everclime may offset any amount of Client Fees due to the Client with respect to any Everclime Fees.

3 REWARDS

- 3.1** Any Reward associated with any Impact Card will be subject to the Reward T&Cs of

the Rewards Provider, and any obligations to Customer to provide the Reward to the Customer will be the result of the contractual arrangement created between the Rewards Provider and the Customer as a result of the Customer's acceptance of the Reward T&Cs through the Rewards Provider's website or app.

- 3.2** Attachment of any Reward to an Impact Card is subject to Everclime's approval of the relevant Reward T&Cs, and where the Rewards Provider is not also the Brand Organisation and/or the Impact Activity Provider, to the approval of the Brand Organisation and/or the Impact Activity Provider (as applicable).
- 3.3** If the Rewards Provider varies the Reward T&Cs it must provide a copy of these to Everclime (including a mark-up showing the changes made) at least 10 Business Days prior to their introduction to Customers and which will be subject to further approval of Everclime (such approval not to be unreasonably withheld or delayed) and Everclime may cease to attach the relevant Reward to Impact Cards if it does not approve the changes.
- 3.4** The Client acknowledges and agrees that Everclime has no liability whatsoever to the Customer with respect to any failure of the Rewards Provider to provide the Reward to the Customer or otherwise with respect to the Reward in any way.
- 3.5** The Rewards Provider must honour the Rewards to Customers and a failure to do shall amount to a breach of this Agreement and entitle Everclime to take action with

respect to such breach as permitted under this Agreement, including, without limitation, reviewing the Reward Provider's status on the Everclime Platform and terminating this Agreement and pursuing the Rewards Provider for damages.

- 3.6** Where Everclime refunds a Customer with respect to an Impact Card, any Rewards Fee with respect to that Impact Card will remain payable to Everclime and will not be refunded to the Rewards Provider.

4 AUDIT

- 4.1** During the Term and for the period 6 months after the end of the Term (**Review Period**), Everclime may, with reasonable prior notice to the Client, conduct an independent audit of the Client's records with respect to Actions and any calculation of Actions Fees by the Client. Such audit will be on the following terms:
 - i. the audit will be at the cost of Everclime unless the audit discloses material errors by the Client in the calculation of Action Fees, in which case the cost of the audit will be for the account of the Client;
 - ii. Everclime may not request such an audit more than once in any 6 month period during the Review Period; and
 - iii. Everclime must ensure that any auditor complies with the confidentiality terms of this Agreement and all applicable legal confidentiality requirements.

APPENDIX I - DEFINITIONS

The following definitions shall apply throughout this Agreement:

Everclime Platform means the website at the URL www.everclime.com (or any replacement or successor URL or website from time to time) which relates to Everclime, and all related apps and social media, available to end-users, where (amongst other things) the Brand Profile and Assets will be hosted, including its different interfaces such as website, desktop, laptop, mobile, mobile applications and any other form of technology vertical or technological delivery mechanism which allow Everclime to promote the Brand Profile and sell Impact Cards under this Agreement.

Client Marks means: (i) the Client's name, nickname(s) and the official logo of the Client; and (ii) any other logos, trade marks, trade names, service marks, trade dress, logos, URLs or identifying slogans owned by the Client as may be notified to Everclime from time to time, in each case as may be updated by the Client by written notice to Everclime from time to time.

Carbon Offset means the compensation for the emission of carbon dioxide emitted into the atmosphere as a result of any given business activity.

Brand Profile means the dedicated section of website real estate afforded by Everclime to the client in order to house the Client's Assets, general information, sustainability goals, and related Cards.

Impact refers to the positive outcomes generated through Everclime-supported projects that benefit people and/or the planet, including but not limited to environmental restoration, climate action, and community or social wellbeing.

Impact Cards representing the unit amount of any given sustainability or social activity or quantity of object in relation to specific business

activities, for the avoidance of doubt, this can include but not limited to planting trees, planting kelp.

Impact Statement refers to a narrative or data-backed summary acting as a communication tool designed to provide information on impact based outcomes. The environmental, social, or sustainability outcomes are associated with specific organisation, user or campaign action (e.g., a purchase, donation, or offset).

Brand Impact Card means the Impact Card or Statement representing the tonnage amount of any given offset in relation to specific business activities conducted by the Client either funded wholly by the Client or wholly or in-part by a sponsoring organisation.

Campaign refers to a time-bound initiative or programme launched by Everclime, a customer, or partner to promote social, climate or sustainability-related activities, goals, or messages. Campaigns may include calls to action, funding contributions, or reward-based engagements.

Serial Numbers means a unique code assigned to a quantified registry in association with the Clients impact activity.

Carbon Credits means measurable, verifiable emission reductions from certified climate action project

Client Social Media Accounts means the social media accounts owned and/or operated by the Client, such accounts to include but not be limited to Facebook, Instagram, Twitter, Snapchat and TikTok accounts;

Assets means all text, information, data, software, executable code, images, audio or video material, created by or on behalf of the Client and/or related to the Client or its activities, in each case in whatever medium or form made available, to be posted on the Brand Profile, in Cards or otherwise on the Everclime Platform;

Controller, Personal Data, Data Subject and Process/Processing shall be interpreted in accordance with applicable Data Protection Laws;

Data Protection Laws means European Directive 2002/58/EC and the GDPR, and any legislation and/or regulation implementing or made pursuant to, or which amends, replaces, re-enacts or consolidates them and all other applicable laws relating to processing of Personal Data and privacy that may exist in any relevant jurisdiction;

Device Data means data collected from an end user device that is associated with a persistent identifier;

GDPR means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Commercial Overview means the agreed upon services to be provided in connection with the

fees as detailed in the Deal Terms

Month means any calendar month during the Term.

Revenues means any and all revenues and other amounts which are payable to the Client by Everclime in respect to the sale of Kelp Impact Cards

Deal Terms means the financial parameters associated with the Commercial Overview.

Territory indicates the market in which the main services of the Agreement shall be carried out and any limitations.

Term indicates the length of the Agreement