# Ekos Kamahi Ltd Service Agreement

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| Client obligations:  The Client agrees to the following:   1. Collect and provide Ekos with true and accurate data required for carbon footprint measurement of scope 1, 2 and 3 emissions relating to business operations. 2. To provide this data in the Ekos calculator supplied by Ekos unless otherwise agreed. 3. Pay the Ekos fees in two instalments.    1. The initial payment of **50% of the** **Measurement, Reporting and Certification fee** is non-refundable and is to be paid upon the acceptance and return of this agreement, with    2. The final 50% of the **Measurement, Reporting and Certification fee, plus the External review, the Audit fee, and Offsetting fee (if applicable) is** due at the conclusion of the review process. 4. This fee is based on a standard level of complexity in measurement and reporting. If the nature of the business entails greater complexity, additional hours will be discussed and agreed with The Client prior to proceeding further. Additional hours will be charged at an hourly rate of $195.00 +GST. 5. If the measured carbon footprint is greater than 100 tCO2e per annum The Client agrees to undertake an external review prior to Ekos finalising the carbon footprint measurement and report. The review cost is invoiced at the conclusion of the measurement process as per above clause 3b. 6. If the carbon footprint is greater than 500 tCO2e and less than 1000 tCO2e per year The Client is required to undertake a remote verification annually. The cost of the verification is invoiced at the conclusion of the measurement process as per above clause 3b. 7. If the estimated carbon footprint is greater than 1000 tCO2e per year The Client is required to undertake an annual external verification, with an onsite audit in the base year and thereafter every 3rd year (with remote audit carried out in the 2 years between the onsite verification audits). The cost of the external verification onsite audit is NOT included in the Ekos Program fee. A quote will be obtained from the selected verifier upon completion of The Client’s draft GHG report (or if this is a repeat inventory, a quote can be obtained earlier using previous year’s GHG report). This will be invoiced at the conclusion of the measurement process as per above clause 3b. 8. Ekos reserves the right to externally review or audit any footprint that it considers to be of high risk or complexity, regardless of the thresholds outlined in clauses 5-7 above (inclusive). 9. To achieve Net Zero Carbon Business Operations Certification, The Client must offset 100% of the Scope 1, 2 and included Scope 3 emissions associated with the business operations for the specified period. 10. To achieve Net Climate Positive Business Operations Certification, The Client must offset 120% of the Scope 1, 2 and included Scope 3 mandatory emissions associated with the business operations for the specified period. 11. All carbon offsets will be sourced from one of the Ekos in-house carbon credit supply projects involving permanent restorative forest establishment/protection projects or an alternative source agreed to by both The Client and The Supplier. 12. To provide marketing materials related to Ekos certifications intended for publication on a product or good to Ekos for review and sign off prior to publication or printing. 13. Pay the invoices for the required certification as per clause 3a & 3b. 14. To abide by the Fair Trading Act 1986, Commerce Commission Guidelines for Carbon Claims, ISO 14026 carbon communication principles and Ekos’s conditions of engagement when making carbon related claims. 15. Ekos Carbon Offset Retirements and Cancellations cannot be resold by The Client. 16. To notify Ekos of their intention to retain certification. The Client must enter into a service agreement with Ekos no later than two months after the measurement’s expiry. The measurement expiry is deemed to be 12 months from the end of the previously completed measurement period. 17. Remove all marketing material & claims made in relation to the expired measurement and certification unless a service agreement to renew with Ekos has been signed within the time frame stipulated in clause 16. 18. To treat the staff of Ekos with kindness and respect. |

# CONDITIONS OF ENGAGEMENT

Ekos shall perform the Services as described in this Agreement. The parties agree that the Services are being acquired for the purposes of a business and that the Consumer Guarantees Act 1993 does not apply.

In providing the Services Ekos shall exercise the degree of skill, care and diligence reasonably expected of a competent professional, and comply with Ekos’s policies and practices relating to personal conduct.

We (Ekos) are experts in the carbon market and as a result have many business connections in this sector. We work with rural landowners (carbon sellers) as well as carbon buyers and are committed to brokering fair trading carbon credit sales transactions: fair to both buyer and seller. For us this means a carbon credit unit price that accurately reflects (as best as possible) the social cost of carbon emissions to society and nature, the revenue needs of high-quality forest carbon projects, and the need for a fair price to carbon buyers. When bringing carbon credit sales deals to carbon buyers we act primarily for the landowner/seller.

The Client may require variations to the Services in writing or may request Ekos to submit proposals for variations to the Services.

The Client shall pay Ekos the amounts agreed and at the times specified in this Agreement.

All amounts payable by the Client shall be paid within 30 days of receiving the invoice from Ekos.

It is not possible to sell less that whole tonnes of Offsets, as such, the Offset amounts the Client buys from Ekos have been rounded up to the nearest whole number of credits.

Ekos is engaged under a Contract for Services and therefore liable for all payments to the Department of Inland Revenue, Accident Compensation levies and payments to any employees employed by it to carry out this Agreement. Nothing contained or implied in this Agreement will create the relationship of employer and employee. The parties understand and accept that their relationship for the purposes of this Agreement is one of independence.

Ekos agrees to provide the Client reasonable access and information to allow inspection of the conduct of Services and to be satisfied that Ekos is complying with the terms and conditions of this Agreement.

Any information concerning the business affairs or activities of either party, which comes to the knowledge of the other shall be kept confidential by the receiving party until such time as that information is publicly available. The obligations under this clause shall survive termination or expiration of this Agreement. Ekos shall not, without prior consent by the Client, use confidential information provided by the Client for purposes unrelated to the Services.

Information used in connection with the Services shall remain the property of the party introducing that information.

The liability of Ekos to the Client in respect of its Services, whether in contract, tort or otherwise, shall be limited to five times the value of the fees.

Nothing in this Agreement shall prevent Ekos from providing similar services to third parties provided those services do not interfere with the ability to perform the Services under this Agreement.

The Client or Ekos may terminate this Agreement by providing the other party with one months’ notice. Any work undertaken to that date by Ekos will be paid for by the client. If, however, Ekos or the Client materially breach this Agreement, the other party may terminate this Agreement without notice. Ekos shall use its best endeavours to immediately cease providing the Services and shall arrange for the orderly cessation of Services and not incur any further expenditure on the Services. The termination of this Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.

Ekos may terminate this agreement immediately if there is a material breach of clause 17 where no apology or agreement to work together on the basis of kindness and respect is forthcoming.

Disputes shall first be referred to mediation for settlement if the parties cannot settle the dispute by agreement between themselves. Unresolved disputes may, if both parties agree, be referred to arbitration in accordance with the Arbitration Act 1996.

This Agreement is governed by and is to be interpreted in accordance with New Zealand law.