

ADDENDUM TO THE SERVICES AGREEMENT

BETWEEN:

CLIMATE LAB BV, a company incorporated under the laws of Belgium, having its registered office at Dok Noord 4 C102, 9000 Gent, registered under number 0769.791.208, represented for the purposes hereof by Sil Lanckriet and Miro Jacob in their capacity as directors; Hereinafter referred to as the "Provider".

AND:

GRAINE DE VIE ASBL, a non-profit association incorporated under the laws of Belgium, having its registered office at Grand Place (R) 28, 7070 Le Roeulx, registered under number 0811.750.042, represented for the purposes hereof by Frédéric Debouche in his capacity as President, also acting on behalf of the ASBL Graine de Vie Luxembourg, 5465 Waldbredimus - rue de Trintange, n°2 (Grand Duchy of Luxembourg), for which it is the guarantor.

Hereinafter referred to as the "Client".

The Provider and the Client shall hereinafter be referred to separately as a "Party" and jointly as the "Parties".

RECITALS:

- The Parties have signed a detailed services agreement on 04/07/2022 (hereinafter referred to as the "Agreement"), setting out the principles for their collaboration.
- The Parties agree by means of this addendum to the services agreement (hereinafter referred to as the "Addendum") to expand the Agreement by adding the "Fes Enying Plan Vivo" project in Cameroon in addition to the "Voa Aina Plan Vivo" project in Madagascar.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY AGREE THE FOLLOWING:

Article 1 - Amendment to article 1 of the Agreement

The Parties hereby agree to amend the first paragraph of article 1 of the Agreement as follows:

"The Client is responsible for planning and coordinating of local activities in Madagascar and Cameroon related to environmental regeneration project. In such capacity, the client establishes a nursery in each of the planting sites and trains local people to manage it. Through local authorities and schools, the client shall develop programs to raise public awareness of environmental protection."

Article 2 – Amendment to article 4.1 of the Agreement

The Parties hereby agree to amend the first paragraph of article 4.1 of the Agreement as follows:

"The present Agreement is concluded for the foreseen duration of the Plan Vivo PES agreement, i.e. 35 years. For the Voa Aina Plan Vivo project (Madagascar) as of the date of the signing of the Agreement, and for the Fes Enying Plan Vivo project (Cameroon) as of the date of the signing of the Addendum."

Article 3 - Amendment to article 5 of the Agreement

The Parties hereby agree to amend the first and second paragraph of article 1 of the Agreement as follows:

"The Client's exclusivity is strictly limited to scope of work delivered by the Provider in relation to the Voa Aina Plan Vivo project (Madagascar) and the Fes Enying Plan Vivo project (Cameroon), as specified in this Agreement. The Client explicitly agrees that the Fee as set out in article 3.2. of this Agreement is equitable in this respect"

and

"In order to ensure compliance with this article 5 of the Agreement, the Client hereby grants the Provider permission to consult all documents that are related to the Voa Aina Plan Vivo project (Madagascar) and the Fes Enying Plan Vivo project (Cameroon) and any other documents and records that may be related to compliance with article 5 of the Agreement. The Client shall provide all reasonable assistance for the performance of the audit."

Article 4 – Miscellaneous

4.1 The Plan Vivo Standard applies to both projects, the Voa Aina Plan Vivo project and the Fes Enying Plan Vivo project.

4.2 For avoidance of doubt, it is clarified that Plan Vivo "Certificates" or "Carbon Credits" as mentioned in the Agreement include Future Plan Vivo Certificates (fPVCs), Reported Plan Vivo Certificates (rPVCs), Verified Plan Vivo Certificates (vPVCs) and Plan Vivo Registered Co-Benefits (such as Plan Vivo Registered Trees or Plan Vivo Biodiversity Certificates).

4.3 This Addendum shall be read together with and shall form an integral part of the Agreement.

4.4 The Parties agree that (i) electronic signatures qualifying as an advanced or a qualified electronic signature under the eIDAS Regulation (Regulation (EU) No. 910/2014) or (ii) scans of the signed signature page of this Addendum delivered by e-mail in .pdf format shall have the same evidential value as an original paper copy with a handwritten signature.

4.5 The governing law and jurisdiction of this Addendum shall be the same as set out in article 8.9 of the Agreement.

<p>The Provider (Climate Lab)</p>  <p>Signed by Miro Jacob and Sil Lanckriet in their capacity of directors for and on behalf of the Provider</p> <p>16/05/2023</p>	<p>The Client (Graine de Vie)</p>  <p>Signed by Frédéric Debouche in his capacity of President of Graine de Vie asbl, and Edouard Lambrechts in his capacity of President of asbl Graine de Vie Luxembourg, for and on behalf of the Client</p>
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