



23 November 2022

Dear EIT Climate-KIC Community Member,

I am pleased to share with you the final version of the new EIT Climate-KIC Community Agreement, which will supersede your existing Community Agreement with Climate-KIC. It has been post-dated to the beginning of 2022 to reflect that there has been no break in your membership. Please note that for 2023 onwards, membership fees will be invoiced in the first quarter of the calendar year for the year ahead. We also include the revised Articles of Association Climate-KIC which, going forward, will act as the representative body for the whole Climate-KIC Community.

I apologise that it has taken longer than anticipated to finalise these documents. They are needed to move forward with formally transitioning our members to the new Community Agreement and community governance. The process has been prolonged due to the changes we have made to our governance structure to align with the new Community Model, the decision to create a representational mechanism for the whole Community with the Association, and negotiations with EIT on the role and governance of the Climate-KIC Community going forward.

For context, we went through a co-design process in 2021 to develop a new Community Model for EIT Climate-KIC which has Community leadership at its core, and which is better aligned with the mission, purpose, strengths and capabilities of our Community, and the significant opportunities that lie ahead of us in the context of Horizon Europe, the European Green Deal, EU Recovery and Resilience funding, responses to the Ukraine conflict, and growing international commitments to transformative climate innovation and European excellence in that regard.

With the governance changes and implementation process now almost complete, we are moving into a transition phase which will be about making deliberate choices to re-engage and re-commit to act together as a transformational force: to respond as a community to the needs we see, maximise opportunities to achieve impact and together build the next chapter value proposition of the Climate-KIC Community. To that end, we are initiating a refresh of our Transformation, in Time strategy between this year and next – involving key stakeholders, funders and challenge owners – and the Drive Members of the Climate-KIC Community. Important to remember, that your choice about Community Membership does not include or exclude you from receiving EIT funding through Climate-KIC.

We are extremely grateful for your patience in reaching this moment with us, and for your continued engagement as co-designers and thought partners as we move into the next phase of this journey. If you have questions about your membership or need guidance on how to complete your Community Agreement using Docusign, reach out to the community team (email or ClimateHive). If you wish to talk about your role and participation in the community and the opportunities you see in acting together, please do not hesitate to contact me and/or the Community Team community@climate-kic.org.

Yours,

Dr. Kirsten Dunlop

CEO, EIT Climate-KIC



COMMUNITY AGREEMENT

BETWEEN:

- (1) **CLIMATE-KIC HOLDING B.V.** a private limited company (*besloten vennootschap*) (number 63299658) duly incorporated under the laws of The Netherlands, with registered office located at Plantage Middenlaan 45, 1018 DC Amsterdam, Netherlands ("**Climate-KIC**");

And

(2)

With entity

duly incorporated under the laws of

having its registered office at

("Community Member")

with

(each a "**Party**" and together the "**Parties**")

Background

- A. Climate-KIC's mission is to contribute to innovation in climate change mitigation and adaptation.
- B. Climate-KIC, together with its founding institution, the European Institute of Innovation and Technology, created by virtue of Regulation (EC) No 294/2008 of the European Parliament and of the Council of the eleventh day of March two thousand and eight ("**EIT**"), and its community members, form a European institutionalised partnership focused on knowledge, research and innovation relevant to its mission (the "**Community**"). The Community is made

up of organisations from a wide range of sectors, geographies and structures who wish to work together to focus on innovation in climate change mitigation and adaptation. The Community consists of a strategic network of organisations and individuals who benefit from connecting and learning from each other, innovating together, seeking funding together and in partnership, from organisations including EIT, European Commission, national and regional governments, international organisations and other public and private sources. As a whole, the Community is a transformational force to support the most ambitious climate leaders to create change faster than anyone could have predicted. The Climate-KIC Community Model is built on the core principle that members want to actively work together to transform city, industry, land-use, finance, and maritime systems through innovation to speed up the rate of decarbonisation and strengthen climate resilience.

- C. Climate-KIC was established to enable the Community to function as an integrated collaborative group. Climate-KIC supports its community members by providing access to an ecosystem to engage with each other, by building a network that is recognised internationally in the field of climate change innovation, by supporting its community members in identifying, developing, and bringing climate change adaptation and mitigation innovations to the market, and by delivering a suite of benefits and services to community members.

- D. Community Members have the opportunity to be represented in the Climate-KIC partnership via membership of the Association Climate-KIC, which is a 10% shareholder of Climate-KIC Holding B.V. Drive Community Members who aspire to play a role in the governance of the Community have the opportunity to represent the Community as a whole via the Governing Board of the Association in key strategic matters, through nomination and eventual selection to the Association Governing Board (as per section 5.3).

IT IS AGREED AS FOLLOWS:

1. *Purpose and Interpretation*

The purpose of this Community Agreement ("**Agreement**") is to set out the rights and obligations of the Community Member and Climate-KIC in connection with the Community Member's membership of the Climate-KIC Community.

2. *Community Membership Terms*

2.1. The benefits, goods and services to be delivered by Climate-KIC to the Community Member shall be determined in accordance with the Annex to Agreement ("Community Membership Terms"), and the Community Membership Terms are part of the Agreement.

2.2. In the event of any inconsistency between the terms of the main body of the Agreement and the

Community Membership Terms, the Community Membership Terms shall prevail.

- 2.3. The Community Member shall cooperate with other Community Members and Climate-KIC in Community membership activities, as described in the Community Membership Terms.
- 2.4. The Community Membership Terms shall without limitation include:
 - (i) Information on the membership category that the Community Member belongs to;
 - (ii) A description of the Community activities, benefits and services that the Community Member has access to;
 - (iii) The fees to be paid by the Community Member to Climate-KIC in connection with their Community Membership (the "**Fees**");
- 2.5. The Community Member may from time to time notify Climate-KIC of its intention to change the membership category in the Community; following such notification the Parties shall sign new Community Membership Terms which, upon signature, shall be annexed to this Agreement and substituted for the existing Community Membership Terms which will automatically cease to apply. An adjustment to Fees will occur in accordance with Article 6.6 following any such change.
- 2.6. To the extent applicable, Parties agree that, upon entering into the Agreement, the terms and conditions of this Agreement shall replace the terms and conditions of any previous community, partnership, collaboration or cooperation agreement existing between Parties which shall automatically terminate.

3. Duration of Community Agreement

- 3.1. The Community Member shall remain bound by the terms of this Agreement from the January 1, 2023 (the "**Commencement Date**") until the date it withdraws or is excluded from the Community, or this Agreement is terminated in accordance with its terms.
- 3.2. The Community Agreement and Community Membership Terms will automatically renew for a period of 12 months upon the anniversary of the Commencement Date, unless the Community Member gives four weeks' written notice of their intention to withdraw from the Community Agreement, as per section 9.1.
- 3.3. The Community Member may not assign or transfer any of its rights or obligations under this Agreement to any other party, except with prior written approval of Climate-KIC, which will not be unreasonably withheld.
- 3.4. In the event, that the new Community Member (the "**New Community Member**") signs the Community Agreement and Community Membership Terms within the calendar year, the Parties agree that the New Community Member shall remain bound by the Terms of the Community Agreement as of the execution date of the Community Agreement and Community Membership

until the end of the calendar year. As of January 1, of the commencing year, the section 3.1 will come into force and shall apply.

3.5. In the event of the sale of all or substantially all assets of a Community Member, a merger, demerger, consolidation or acquisition of a Community Member, or any change in the ownership of more than fifty percent (50%) of the capital voting stock of a Community Member in one or more related transactions (a "**Change of Control**"), except where occurring exclusively within the corporate group of a Community Member, the Community Member shall notify Climate-KIC of such changes within 30 days. Climate-KIC shall be entitled to terminate the Agreement by serving seven (7) days' written notice within thirty (30) days of a notification by the Community Member of such Change of Control.

4. Climate-KIC Community Support

4.1. The Community is supported by a dedicated Climate-KIC Community Team ("**Community Team**").

4.2. The Community Team will use their efforts to:

- (i) Create and coordinate community events, matchmaking and collaboration opportunities with Community Members for climate innovation, maximising the exchange of information and relevant connections between local, regional, national, pan-European and global contexts, initiatives and opportunities;
- (ii) Liaise with Community Members to understand their needs and issues and report back to relevant Climate-KIC teams;
- (iii) Manage communication with Community Members;
- (iv) Act as primary point of contact for inquiries from Community Members;
- (v) Facilitate connections between Community Members;
- (vi) Manage the on-boarding and off-boarding of Community Members;
- (vii) Lead the design the delivery of Community benefits and service;
- (viii) Monitor the satisfaction of the Community Member experience;
- (ix) Design and implement structures to create a strong community culture;
- (x) Support close partnership among Community Members and Climate-KIC teams in delivering orchestration of systems innovation approaches and efforts on the ground; and
- (xi) ensure opportunities are presented for the involvement of Community members in Climate-KIC's multi-annual strategy and in-year strategic review processes including Climate-KIC's EIT Strategic Agenda.

4.3. The Community Member will be allocated to a Community Team member who will be its first point of contact for all matters relating to Community membership.

4.4. The Community Member shall engage with the Community Team and, where appropriate, with other teams within Climate-KIC and the wider research, business and governmental communities and the public about its activities with the Community, foster dialogue and debate and engage with activities on climate change mitigation and adaptation, and highlight the support of Climate-

KIC and its mission.

5. Rights and Obligations of Community Members

5.1. General Obligations

The Community Member undertakes to participate in the Community to further its mission and to cooperate, perform and fulfil their obligations in a timely way under this Agreement and in good faith. The Community Member undertakes to respect and comply with any applicable funder requirements and legal frameworks (meaning for EIT, the EIT legal framework¹, including the Partnership Agreement between Climate-KIC and EIT entered into on 14th March 2021, as may be amended or replaced from time to time).²

5.2. Sharing of Information

The Community Member shall provide all information reasonably required by Climate KIC and the Community that is necessary to carry out their tasks, projects and activities and shall take reasonable measures to ensure the accuracy of any information and materials it supplies to the Community.

5.3. Rights of Community Member

The Community Member has a right to apply (see Annex 2 to this Agreement) for a membership or affiliateship of Association Climate-KIC, a Dutch association with full legal capacity (*vereniging met volledige rechtsbevoegdheid*) (the "**Association**") that holds a 10% shareholding in Climate-KIC. 'Learn' and 'Explore' members of the Community may apply to be 'affiliate'³ members of the Association ("**Affiliate Members**"), having the right to attend and speak at meetings of its General Assembly whilst 'Drive' members of the Community have the right to apply to be 'members of the Association ("**Members**")', having the right to attend, speak and also to vote at meetings of its General Assembly. The General Assembly appoints the Association's Governing Board, approves its annual accounts and approves the Association's nominated representatives on the boards of the Climate-KIC group legal entities.

Subject to the applicable terms and conditions of the specific Community Membership Terms, the Community Member may participate in the Community events and activities and contribute its expertise to focus areas identified in Climate-KIC's multi-year strategy.

In addition, and in accordance with the applicable Community Membership Terms, the Community Member may:

- (i) Access Community benefits and services from Climate-KIC, as described in the specific Community Membership Terms;
- (ii) Receive information from the Community; and

¹ <https://eit.europa.eu/who-we-are/legal-framework>

² <https://www.climate-kic.org/wp-content/uploads/2021/07/EIT-KIC-Partnership-Agreement.pdf>

³ Affiliate Members of the Association are not members (*leden*) within the meaning of Dutch law, but affiliates (*aangesloten*) of the Association on the basis of a contractual relationship, whilst 'Drive' community members may be admitted as Members of the Association, who are members (*leden*) of the Association within the meaning of Dutch law, on the basis of a membership relationship.

- (iii) Use the Climate-KIC Logo (as defined in clause 8) in accordance with the terms of this Agreement and any subsequent protocols communicated to the Community Member.

5.4. No warranty

Climate-KIC does not provide any warranty whatsoever in respect of any services to be delivered under this Agreement including the Community Terms. Both Parties understand and agree that no particular outcome is guaranteed or warranted as a result of the Parties' participation in the Community.

5.5. Responsibility for costs

Without prejudice to clause 6, to the extent that the cooperation and collaboration between the Parties envisaged by this Agreement requires either Party to expend costs or resources, this shall be solely for the account of the Party choosing to expend it and shall not be reimbursable in the absence of an explicit agreement to the contrary.

6. Fees

6.1. The applicable Fees will be specified in the Community Membership Terms.

6.2. Fees are exclusive of any value added tax or any other locally applicable equivalent transaction taxes (including sales tax, excise tax, goods and services tax, consumption tax, business tax or similar taxes), all of which is payable by the Community Member at the rate and in the manner from time to time prescribed by law. In the event of any withholding, the Community Member is required to gross-up the amounts charged by Climate-KIC such that Climate-KIC receives an amount equal to that initially due before withholding.

6.3. Community membership fees are invoiced at the time the Community Agreement and Community Membership Terms are signed by the Community Member. Unless stated otherwise in the Community Membership Terms, the Community Member shall pay all amounts within thirty (30) days of the invoice date without setoff, counterclaim or deduction, except for amounts disputed in good faith. All payment obligations due under the terms of the Community Agreement and Community Membership Terms are non-cancellable and the fees paid are non-refundable.

6.4. Fees are payable annually in advance. Subsequent fees will be invoiced on the anniversary of the Commencement Date.

6.5. If the New Community Members sign the Community Agreement and Community Membership Terms within the calendar year fees will be invoiced proportionally for the remaining full months of such calendar year. As of January 1, of the following year section 6.3 and the section 6.4 shall apply.

6.6. Fees are not refundable.

6.7. In the event that the Community Member exercises its right to change participation level as described in clause 2.5:

- (i) if the Community Member opts to downgrade its participation level, fees previously paid will be non-refundable; and
- (ii) if the Community Member opts to upgrade its participation level, the Community Member will be invoiced a pro-rated according to whole months remaining in the current year of membership, reflecting the higher fee level.

7. Confidential Information, Data Protection

7.1. Each Party undertakes that it shall not at any time during this Agreement and for a period of five (5) years after termination disclose to any person any information disclosed to it by the other Party concerning Climate-KIC and Community Members which has been explicitly marked as "Confidential" or of which the confidential nature is clear ("**Confidential Information**"), except as permitted by clause 7.2.

7.2. Each Party may disclose the other Party's Confidential Information:

- (i) to, its employees, officers, agents, consultants or subcontractors and those of its Affiliates⁴ ("**Representatives**") and any other community member of Climate-KIC who needs to know such information for the purposes of carrying out the Party's obligations under this Agreement, provided that the disclosing Party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 7 as though they were a Party to this Agreement. The disclosing Party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause 7; and
- (ii) as may be required by law, court order or any governmental or regulatory authority.

7.3. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party or to be implied from this Agreement.

7.4. Notwithstanding the foregoing provisions, the obligation set out in clause 7.1 shall not apply to:

- (i) information, which at the time of disclosure, was published, known publicly, or otherwise in the public domain;
- (ii) information which, after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the receiving Party;
- (iii) information which, after disclosure, is made available to the receiving Party in good faith by a third party who is under no obligation of confidentiality or secrecy to the disclosing Party; or
- (iv) information developed by the receiving Party independently.

⁴ In this Agreement, "Affiliate" means any legal entity that is under the direct or indirect control of a Party, or under the same direct or indirect control of a Party, or that is directly or indirectly controlling a Party. "Control" may take either of the following forms: (a) the direct or indirect holding of more than 50% of the nominal value of the issued share capital in the legal entity concerned, or of a majority of the voting rights of the shareholders or associates of that entity; (b) the direct or indirect holding, in fact or in law, of decision-making powers in the legal entity concerned.

- 7.5. In respect of any information or materials supplied by one Party to the other under this Agreement, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose of such information or materials.
- 7.6. The Parties shall comply with all applicable Data Protection Laws. As used in this Agreement, "Data Protection Laws" means Regulation (EU) 2016/679 ("GDPR"), any local legislation implementing or on the same subject as GDPR, in each case, as such law may be amended, supplemented or replaced from time to time. The Parties warrant that they have obtained the informed, clear, and explicit consent of any data subject whose personal data they process, if such consent is required by applicable Data Protection Laws, including but not limited to onward processing and transfer by Climate-KIC in line with Climate-KIC's publicly available Privacy Policy at <https://www.climate-kic.org/policies/privacy-policy/> as updated from time to time.

8. *Climate-KIC's Logo, Third Party Intellectual Property*

The Community Agreement is a multiparty agreement, same for each Community Member. Climate-KIC, as a non-for-profit organization aims to mitigate certain legal and financial risks, especially those arising from liability towards Community Members and third parties. Therefore, Climate-KIC is obliged to ensure that Community Members take active approach to avoiding any IP rights breaches.

- 8.1. The logo appearing on the cover page of this Agreement (or such other logo as Climate-KIC adopts as its principal logo) (the "**Climate-KIC Logo**") may be used by the Community Member only to identify itself as a member of the Community and in connection with specific Community membership activities, subject to the conditions in clause 8.2.

- 8.2. The Community Member shall always:

- (i) use the Climate-KIC Logo in accordance with instructions and guidelines of Climate-KIC notified to the Community Member from time to time;
- (ii) include a suitable acknowledgement of the support of Climate-KIC in the form specified by Climate-KIC from time to time; and
- (iii) inform Climate-KIC if it intends to use the Climate-KIC Logo in connection with any external publicity or promotion for Climate-KIC and projects and activities of the Community, which Climate-KIC shall have a right to approve prior to publication.

- 8.3. The Community Member shall do nothing which may either lessen the distinctiveness of the Climate-KIC Logo or which may bring it or Climate-KIC into disrepute.

- 8.4. Climate-KIC may use the Community Member's name and logo for the purposes of describing the membership of the Community or identifying the Community Member and for promotion of specific Community activities following the Community Member's guidelines when duly provided. Any other use of the Community Member's name and logo will require prior written permission of the Community Member, which shall not be unreasonably withheld or delayed. Climate-KIC shall refrain from using the Community Member's name and logo in a way which may either lessen the

distinctiveness of the Community Member's logo or which may bring it or the Community Member into disrepute.

- 8.5. Each Party has and will maintain all necessary permissions, licenses and consents to enter into this Agreement and engage in the Community.
- 8.6. Each Party warrants to the other that use of, or access to, any of the intellectual property made available by it in connection with this Agreement will not infringe any intellectual property rights of any third party and the Parties agree to indemnify each other in respect of any liability arising from or connected with such infringement.
- 8.7. Neither Party acquires any rights, title or interest in the intellectual property of the other Party except as expressly granted by this Agreement.

9. Withdrawal, Termination and Survival

Withdrawal

- 9.1. The Community Member may withdraw from the Community Agreement at any time by giving at least four weeks' written notice to the Community Team of its withdrawal. Until its withdrawal, the rights and obligations of the Community Member shall remain in full force and effect.

Termination

- 9.2. A Community Member that does not comply with provisions of this Agreement will be in "default" for the purposes of this clause 9.
- 9.3. In the event of a default which is irremediable or is not remedied within one month of the date of receipt of a written notice from Climate-KIC requiring the default to be remedied, Climate-KIC may decide to terminate the Community membership of the defaulting Community Member.
- 9.4. Upon a decision to terminate the Community membership in accordance with clause 9.3, Climate-KIC shall send a notice of decision of termination stating the reasons for termination which shall take effect after expiry of a period of thirty (30) days. In the event of termination pursuant to clause 9.3, a Community Member shall not be reimbursed by Climate-KIC for the Fees that were paid in advance.
- 9.5. Climate-KIC may terminate the Community membership of the Community Member on notice with immediate effect if:
 - (i) the Community Member prejudices the Community in an unreasonable manner;
 - (ii) the Community Member is granted a moratorium of payments or has been declared insolvent or bankrupt or if similar measures have been taken under foreign law; or
 - (iii) in Climate-KIC's sole opinion, the continued participation of the Community Member in the Community could reasonably be expected to damage the reputation of Climate-KIC or the Community, including but not limited to a change in the Community Member's business or its conduct.

Effects of Withdrawal or Termination

9.6. After the termination by Climate-KIC or the withdrawal by the Community Member, the rights and obligations under this Agreement shall lapse, save for:

- (i) clauses 7, 8.6 and 10 up to and including 14;
- (ii) the obligation of a (former) Community Member to pay Fees for services rendered or activities performed by Climate-KIC for the benefit of such Community Member.

10. Liability

10.1. Subject to the other provisions of this clause 10, Climate-KIC's liability in each calendar year (taken together as a whole with its Affiliates) to the Community Member (taken together as a whole with its Affiliates) under, arising from or in connection with this Agreement is limited to the amount of fees paid by such Community Member in that calendar year, capped at fifty thousand euros (€50,000).

10.2. The overall maximum aggregate liability of Climate-KIC (taken together as a whole with its Affiliates) to the Community (taken together as a whole with its affiliates) under, arising from or in connection with the Community and Community activities is limited in each calendar year to €250,000.

10.3. Subject to clauses 8.6, 9.6 and the other provisions of this clause 10, the Community Member's liability in each calendar year (taken together as a whole with its Affiliates) towards Climate-KIC under, arising from or in connection with this Agreement is limited to €50,000.

Limitations of liability shall not apply if there are other specific grant agreements between Community Members and Climate-KIC or shall be subject to separate provisions.

10.4. Each Party shall only be liable for liabilities, costs, expenses, damages or losses suffered or incurred by the other to the extent that they are caused by that Party (or its Affiliates).

10.5. No limitation of liability shall apply to the extent that liability cannot lawfully be limited or excluded.

10.6. Neither Party shall be liable to the other for indirect or consequential losses.

11. Notices

11.1. Notices to Climate-KIC under the Agreement shall be in writing (by email) to the following address: ***community@climate-kic.org*** or to such other address as notified to the Community Member in writing from time to time.

- 11.2. Notices to the Community Member shall be in writing (by email or letter) and shall only be sent to the registered address, emails and numbers set out on page 1 of this Agreement. The Community Member may notify Climate-KIC of a change its registered addresses, emails and numbers by notice in writing, such change to be effective upon receipt of acknowledgement by Climate-KIC.
- 11.3. Notification by letter includes delivery by postal services and courier services.
- 11.4. Any written notice or other communication to be given pursuant to this Agreement shall be effective upon receipt and shall be deemed to have occurred:
- (i) if delivered by hand, at the time of delivery;
 - (ii) if sent by email, at the time the email was sent;
 - (iii) if sent by regular mail five working days after posting; and
 - (iv) if sent by registered mail upon registered delivery of the mail to the recipient.

12. Miscellaneous

- 12.1. In exercising its rights and carrying out its obligations under this Agreement, the Community Member shall comply with all applicable laws and Climate-KIC's Ethical Standards for Contractual Counterparties available from its website (<https://www.climate-kic.org/policies/>) as updated from time to time.
- 12.2. Climate-KIC may without the prior written consent of the Community Member assign, transfer or otherwise delegate (in whole or in part) the benefits or the rights derived of this Agreement.
- 12.3. Climate-KIC may without notice set off any liability of Community Member to Climate-KIC against liability of Climate-KIC to Community Member whether or not liability arises under this Agreement whether either liability is present or future, liquidated or unliquidated and whether or not either liability arises under this Agreement.
- 12.4. Amendments to this Agreement can only be made in writing and signed by duly authorised representatives of the Parties.
- 12.5. Nothing in the Agreement shall be construed as or shall operate to create a partnership or joint venture of any kind, an agreement of employment or a relationship of principal and agent between Climate-KIC and the Community Member, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 12.6. If any part or provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be rendered void, invalid or unenforceable, such voidness, validity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect and the Parties shall use all reasonable endeavours to replace the relevant provision with one that is enforceable and which is closest to the Parties' intent of that provision.
- 12.7. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has signed at least one counterpart. Each counterpart when executed shall be treated as an original and all the counterparts together shall constitute one and the same instrument.

13. Resolving Disputes

- 13.1. If any dispute arises in connection with this Agreement, the CEO (or delegate) of the Community Member and the Climate-KIC CEO (or delegate) shall, within 14 days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 13.2. In the event that the dispute arising under this Agreement cannot be resolved in accordance with Clause 13.1, Parties will refer the dispute to mediation. A Party that wishes to escalate the dispute to mediation will give the other party written notice of this intention. Upon receipt of this notice, Parties will approach the *Mediatorsfederatie Nederland* with a request to propose a suitable mediator for their dispute. The proceedings shall be conducted in the English language. Notwithstanding the above, should the national law of the Community Member not allow such a Party to submit a dispute to arbitration or mediation, the dispute shall be referred to the competent national court pursuant clause 13.3.
- 13.3. All disputes or differences arising in connection with this Agreement which cannot be settled amicably under clause 13.1 and 13.2 within six months, shall be subject to the exclusive jurisdiction of the courts of Amsterdam.

14. Governing Law

This Agreement shall be governed by the laws of Netherlands and the Courts of the District of Amsterdam shall have exclusive jurisdiction.

SIGNATURES

The Parties to this Agreement have executed this Agreement through the signatures of their duly authorised representatives:

Signed by:

Title:

For and on behalf of:



Signed by: Dr. Kirsten Dunlop

Title: Chief Executive Officer

For and on behalf of **CLIMATE-KIC HOLDING B.V.**

ANNEX 1

COMMUNITY MEMBERSHIP TERMS - 'DRIVE' MEMBERSHIP

BETWEEN:

(1) **CLIMATE-KIC HOLDING B.V.** a private limited entity (*besloten vennootschap*) (number 63299658) duly incorporated under the laws of The Netherlands, with registered office located at Plantage Middenlaan 45, 1018 DC Amsterdam, The Netherlands ("**Climate-KIC**");

and

(2)

With entity
duly incorporated under the laws of
having its registered office at

("Community Member")
with

Capitalised terms used in this Annex 1 and not otherwise defined herein shall have the same meaning as ascribed to them in the Community Agreement entered into between the Parties on or around the date of this Annex 1.

With effect from the Commencement Date, Climate-KIC and the Community Member shall collaborate effectively and in a mutually beneficial way for a common goal.

Where applicable, upon signature, these Community Membership Terms supersede any existing Community Membership Terms signed by both Parties bearing an earlier date.

1. Mutual Collaboration and Pursuit of a Common Goal

Climate-KIC and the Community Member will work together in good faith and in a reciprocal manner in pursuit of a common goal of transforming systems through innovation to speed up the rate of decarbonisation and climate resilience. The parties will, where possible and mutually beneficial, cooperate in the following five areas (or others where the parties agree):

I. Connecting and matchmaking: Climate-KIC will endeavour to facilitate connections between

the Community Member and other community members, both parties will highlight opportunities to be exploited jointly or by the other party. The Community Member will endeavour to assist Climate-KIC in growing the Community by introducing new potential Community members who are similarly aligned with the Community's purpose.

- II. Insights and learning: Climate-KIC will endeavour to facilitate opportunities to generate and share knowledge, insights and learnings with the Community Member and the wider Community. Both parties will endeavour to identify opportunities for wider dissemination of climate innovation and systems transformation learnings to third party stakeholders and future potential community members.
- III. Seeking funding: Climate-KIC and the Community Member will where possible pursue funding opportunities together and each party will endeavour to identify opportunities to seek joint funding, and/or to support each other in individual funding applications, related to the parties' common goal; Climate-KIC will endeavour to identify opportunities for the Community Member to work with other community members to secure joint funding.
- IV. Influencing policy: The parties will, together with other Community members, use their deep expertise and combined voice to engage and interact with policymakers in order to shape and influence policy relating to climate and systems transformation for maximum impact; the parties will explore opportunities to raise the profile of the Community at policy- and decision-making level.
- V. Strategy and direction setting: the Community Member, through the Association Climate-KIC ("**Association**") Assembly and its Governing Board will partner with Climate-KIC team to shape the multi-annual strategy of Climate-KIC Group, together with the Climate-KIC International Foundation Supervisory Board. The multi-annual strategy of Climate-KIC group will require formal endorsement by the Association Governing Board before being submitted to the Foundation Supervisory Board for approval. Climate-KIC will structure the quarterly meetings of the Governing Board of the Association, representing Members, to include regular dialogue and input into questions of strategic direction and impact, feeding into quarterly Community meetings (for all members). These meetings will be used to inform joint fundraising and portfolio choices for the Climate-KIC Group.

From time-to-time Association Climate-KIC and/or Climate-KIC may invite the Community Member to join bilateral or multilateral meetings, events, focus groups, sub-committees or structural working groups for the purpose of the collaboration, participation and representation described in this clause and to represent the Community in decision-making processes concerning the KIC (as per section 2 below).

2. Representing the Community

Community Members have the right to apply for membership of Association upon the terms set out in the Community Agreement. For the avoidance of doubt, no shareholding, participation or other rights are conferred other than as expressly set out in this Agreement or by separate agreement between the Association and the Community Member.

The Association gathers all members together at quarterly Assembly meetings to review Climate-KIC priorities, impact and progress and to discuss opportunities for collaboration and further impact. These meetings will be occasions to exchange experiences and shape the ongoing effort of the Climate-KIC Community to achieve impact as a transformational force. Assembly meetings are also convened to review and approve the annual accounts of the Climate-KIC Holding BV and to review and formally endorse the Climate-KIC multi-annual strategy as part of a consultative strategy process. The Community Member will be expected to attend and contribute to the work of the Assembly at its own cost.

The Drive Community Member may be invited to represent not only its own organisation but also other community members of a similar profile (including but not limited to by sector, size or geography) by standing for appointment as a representative in the Association's Governing Board. The Governing Board is charged with (i) management of the Association and its day-to-day operations, and determination of its general policy, (ii) reviewing and signing the annual accounts of the Climate-KIC Holding BV of which the Association is a shareholder, (iii) regular dialogue and input into decision-making processes concerning strategic direction and impact, fundraising and portfolio choices for the Climate-KIC Group, as well as the periodic review and reformulation of the Climate-KIC multi-annual strategy, and (iv) representation of the Association in dealings with third parties (the Board, and the persons so indicated in the Articles, may represent the Association.

By applying for membership of Association, the Community Member agrees to abide by all statutes, rules, codes of conduct and processes of the Association and its failure to do so will constitute a material breach of this Agreement.

3. Service Definition and Levels

In accordance with the terms of the Community Agreement, Climate-KIC will provide the following goods or services ('Goods or Services') to the Drive Community Member:

(i) Community Events, Systems and Networking Benefits and Services

The Drive Community Member will receive:

- Relationship management support from a dedicated member of the Climate-KIC Community Team
- Full access to Climate-KIC's Community platform, ClimateHIVE, and other digital spaces
- Tailored news and updates from Climate-KIC
- Invitations to attend events hosted by Climate-KIC
- Invitations to attend events hosted by other Community Members
- Opportunities and support to host events with and for members of the Community
- Ability to connect directly with others across the Community
- Opportunities to be profiled in events hosted by Climate-KIC
- Support with matchmaking to form consortia and climate action collaborations
- Access to join Community Groups
- Access and support to create your own digital sub-community/Group

(ii) Insights and Learning Benefits and Services

The Drive Community Member will receive:

- Access to our online courses and trainings
- Access to our digital bank of insight reports
- Access to our online events and bespoke trainings

(iii) Funding Benefits and Services

The Drive Community Member will receive:

- Tailored updates on funding opportunities available to the Community, based on member interests
- Access to early information about funding calls to be launched by Climate-KIC
- Access to insights learned by the Community to increase funding chances
- Invitations to Community matchmaking funding events hosted by EIT Climate-KIC
- Access to tailored online forums for regular sharing between members on funding approaches and proactive targeting
- Full access to live sessions on funding insights from EIT Climate-KIC, other Community Members and external experts, with opportunity to actively join Q&A
- Access to recordings of funding insights from EIT Climate-KIC, other Community Members and external experts

(iv) Policy Benefits and Services

The Drive Community Member will receive:

- Access to regular EU policy briefings from the Policy Team
- Access to tailored EU policy briefings from the Policy Team, based on specific member interest areas
- Invitations to attend round-table policy events, connecting with EU policymakers on specific topics of interest to the Community
- Access to a calendar and information about relevant EU meetings

(v) Orchestration of Impact Benefits and Services

The Drive Community Member will receive:

- Tailored support for orchestration of systems innovation and systemic change effects in local and regional contexts connected to pan-European and national programmes

4. Term

These Community Membership Terms shall take effect from the Commencement Date and shall,

unless terminated earlier or extended in accordance with the Community Agreement, continue for a period of one year.

5. Fees and Payment Terms

The below annual fee is applicable for 'Drive' Community membership:

All amounts above exclusive of VAT.

6. Incorporation of Contract

These Community Membership Terms are subject to the terms and conditions of the Community Agreement.

The Community Agreement and the Community Membership Terms comprise the whole agreement between the parties concerning the Goods or Services set out herein and shall supersede all prior written and oral communications between the parties in respect of the Goods of Services.

Signed by:

Title:

For and on behalf of:



Signed by: Dr. Kirsten Dunlop

Title: Chief Executive Officer

For and on behalf of **CLIMATE-KIC HOLDING B.V.**

ANNEX 2

ASSOCIATION CLIMATE-KIC – APPLICATION FOR MEMBERSHIP

The undersigned, being a member of the Climate-KIC Community, by signing this form, hereby applies to join the **Association Climate-KIC**, a Dutch association with full legal capacity (*vereniging met volledige rechtsbevoegdheid*) (the "**Association**"), having its office address at Plantage Middenlaan 45, 1018 DC Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce with number 52000117.

| | |
|---|-------------------------------|
| Name/ Organisation name | |
| Type of Organisation | |
| Current membership level in Climate-KIC Community | Drive |
| Correspondence address | |
| Contact | Name: Email: Telephone: |
| Additional Contact (if required) | Name: Email: Telephone: |

I/we hereby apply for:

Affiliate Membership; or

Membership¹ of the Association,

acknowledge receipt of the Articles of Association and agree to be bound by them subject that the

¹ 'Explore' and 'Learn' members of the Community may be admitted as Affiliate Members of the Association. Affiliate Members of the Association are not members (*leden*) within the meaning of Dutch law, but affiliates (*aangeslotenen*) of the Association on the basis of a contractual relationship. 'Drive' members of the Community may be admitted as Members of the Association, who are members (*leden*) of the Association within the meaning of Dutch law, on the basis of a membership relationship.

resolution to be admitted as a Member or Affiliate Member of the Association by Climate-KIC Holding B.V. has been adopted.

Date:

Signed by

Title:

For and on behalf of:

Signed on behalf of Climate-KIC Holding B.V., as commitment that it shall vote in favour of a proposal to admit the Community Member as a Member or Affiliate Member of the Association, subject that this Agreement has been duly signed:



Signed by: Dr. Kirsten Dunlop

Title: Chief Executive Officer

For and on behalf of **CLIMATE-KIC HOLDING B.V.**

NOTE ABOUT THIS OFFICE TRANSLATION:

This document is a non-sworn English translation of a document prepared in Dutch. The original deed is/#will be executed in the Dutch language. This is mandatory under the laws of the Netherlands. In preparing this document, an attempt has been made to translate as literally as possible without jeopardising the overall continuity of the text. Inevitably, however, differences may occur in translation and if they do, the Dutch text will govern by law.

In this translation, Dutch legal concepts are expressed in English terms and not in their original Dutch terms. The concepts concerned may not be identical to concepts described by the English terms as such terms may be understood under the laws of other jurisdictions.

**AMENDMENT TO THE ARTICLES OF ASSOCIATION
ASSOCIATION CLIMATE-KIC**

On this day, the ## day of ## two thousand and twenty-two, appeared before me, Renatus Martinus Rieter, civil law notary officiating at The Hague ('s-Gravenhage):

##

The appearing person declared as follows:

(A) PRESENT ARTICLES

The articles of association of **Association Climate-KIC**, an association (*vereniging*) organised and existing under the laws of the Netherlands, having its corporate seat in Utrecht, the Netherlands, with address Plantage Middenlaan 45, 1018 DC Amsterdam, the Netherlands, registered with the trade register of the Dutch Chamber of Commerce under number 52000117 (the "**Association**"), were adopted by the deed of amendment of the articles of association, executed before Martine Bijkerk, at the time civil law notary officiating at Amsterdam, on the twenty-first day of July, two thousand and sixteen, and have not been amended since.

(B) RESOLUTION TO AMEND THE ARTICLES OF ASSOCIATION

According to the attached [written resolution] (the "**Resolution**"), the Association's general assembly of members has resolved to amend the Association's articles of association and to authorize the appearing person have this deed executed and to sign it.

(C) AMENDMENT OF THE ARTICLES OF ASSOCIATION

Pursuant to the Resolution, the appearing person subsequently declared to hereby fully amend the Association's articles of association as follows:

ARTICLES OF ASSOCIATION**Article 1. Definitions**

1.1. In these articles of association the following terms shall have the meaning set alongside:

- **Affiliate Member:** a Learn Member or Explore Member that has been admitted as Affiliate Member of the Association in accordance with article 5, not being a member within the meaning of the Dutch Civil Code;
- **Assembly** (*algemene vergadering*): the Body consisting of the Voting Members and Affiliate Members as well as the gathering of the Voting Members and Affiliate Members in a meeting;
- **Association** (*vereniging*): this association;
- **Body** (*orgaan*): a term that applies to the Governing Board or the Assembly;
- **By-laws:** the internal regulations of the Association, providing for additional rules governing the Association, the Governing Board, the Voting Members, Affiliate Members and the Assembly;
- **Climate-KIC Group:** the group consisting of Climate-KIC Holding B.V., Stichting Climate-KIC International Foundation and Association;
- **Climate-KIC Holding B.V.:** Climate-KIC Holding B.V., a private company with limited liability, having its corporate seat at Amsterdam, the Netherlands, with address at Plantage Middenlaan 45, 1018 DC Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce under number 63299658;
- **Community:** the network of member organisations forming the network of partners in EIT Climate-KIC, known as the 'Climate-KIC Community', consisting of three (3) tiers of paid membership: Drive Members, Learn Members and Explore Members;
- **Community Members:** all Learn Members, Explore Members and Drive Members of the Community;
- **Conflict of Interest** (*tegenstrijdig belang*): a direct or indirect personal interest which conflicts with the interest of the Association and the enterprise connected with it;
- **Drive Member:** a legal entity being a Drive Member of the Community;

- **Director** (*bestuurder*): a director as referred to in Dutch law;
- **DCC**: the Dutch Civil Code;
- **EIT**: European Institute of Innovation and Technology, created by virtue of Regulation (EC) No 294/2008 of the European Parliament and of the Council of the eleventh day of March two thousand and eight;
- **Electronic**: via electronic means of communication, such as e-mail;
- **Explore Member**: an Explore Member of the Community;
- **Governing Board** (*bestuur*): the Body consisting of the Director(s);
- **In Writing** and **Written** (*schriftelijk*): a readable and reproducible message sent by way of letter, fax, e-mail or any other means of electronic communication, unless otherwise stated in Dutch law or these articles of association;
- **Learn Member**: a Learn Member of the Community;
- **Right to attend meetings**: the right to attend the meetings of the Assembly in person or by written attorney and to take the floor therein, which also includes the right to be provided with information and documentation;
- **Stichting Climate-KIC International Foundation**: Stichting Climate-KIC International Foundation a foundation (stichting) under Dutch law, having its corporate seat in Amsterdam, the Netherlands and with its registered office at Plantage Middenlaan 45, 1018 DC Amsterdam, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce under number 77373154;
- **Voting Member**: a Drive Member that has been admitted as member within the meaning of the Dutch Civil Code of the Association in accordance with article 5;

PART 1: NAME, OBJECTS AND FUNDS

Article 2. Name and seat

- 2.1. The name of the Association shall be: **Association Climate-KIC**.
- 2.2. The Association shall have its seat in Amsterdam.

Article 3. Objects

- 3.1. The objects of the Association are to contribute to innovation in climate change mitigation and adaptation. The Association has been recognised by the EIT as an essential part of the Knowledge and Innovation Community in the area of climate change mitigation and adaptation ("**Climate-KIC**").

The Association is one of the legal entities which enable the Climate-KIC Group to achieve its goals and the objects of which are:

- a. to stimulate research, education and innovation in the field of climate change mitigation and adaptation, which is required for economic and social transformation as a response to current global changes;
- b. to accomplish a strong community of world-class companies, re-searchers, public organisations and students working closely together to solve well-

defined and carefully selected projects addressing significant climate change innovation challenges; and

- c. to do anything which is, in the widest sense of the word, connected with or may be conducive to the attainment of these objectives and which is in conformity with all existing or future engagements of the Association towards the EIT.

3.2. The Association will focus on achieving excellence in innovation and education applied to six (6) hard-to-abate emissions areas:

- a. Built environment: transform construction and infrastructure to use bio-based materials, biomimicry in design and a fully circular economy;
- b. Urban transformation: accelerate actions in cities to achieve decarbonisation, regenerative living and climate adaptation at city-scale;
- c. Sustainable land use: rapidly increase carbon sinks in landscapes in the face of greater demand for biomass;
- d. Food production: trigger a transformation to regenerative agriculture;
- e. Industrial transition: create a long term, sustainable and socially just future for coal and heavy industry regions;
- f. Circular economy: catalyse sustainable and regenerative economic paradigms coupled with a substantial reduction in demand;

by creating an innovation web based on the following four (4) pillars:

- (i) Pan-European research and development programmes linking across the innovation chain;
- (ii) entrepreneurial education and business creation programmes incorporated in a community of practice;
- (iii) development of ecosystems built around co-location centres; and
- (iv) broad innovation network: knowledge sharing and dissemination.

3.3. The Association shall seek to attain these objectives by, amongst other things, administering its capital and facilitating collaboration in any conceivable way between the participants in the Community, namely the Drive Members, Learn Members and Explore Members.

Article 4. Funds

- 4.1. Voting Members and Affiliate Members do not pay annual membership fees to the Association.
- 4.2. The activities of the Association can be funded by all legal means.
- 4.3. Property obtained through the designation of the Association as an heir by universal succession may only be accepted by the Association under the benefit of inventory (*voorrecht van boedelbeschrijving*).

PART 2: MEMBERSHIP AND OTHER COLLABORATIONS

Article 5. Voting Members, Affiliate Members and admission

- 5.1. Only Drive Members are permitted to apply to be admitted as a Voting Member pursuant to this article 5. Only Voting Members are members within the meaning

of the Dutch Civil Code.

- 5.2. Voting Members are legal entities that are admitted pursuant to this article 5.
- 5.3. The Governing Board shall keep a Members register in which all the names and addresses of all the Voting Members and Affiliate Members are recorded.
- 5.4. The Governing Board shall decide upon admittance of Voting Members. In addition to the Governing Board, Climate-KIC Holding B.V. is also authorised to admit Voting Members or Affiliate Members to the Association, subject that it concerns only Learn Members, Explore Members or Drive Members, respectively.
- 5.5. An application for membership must be submitted In Writing to the Governing Board or to Climate-KIC Holding B.V. The Governing Board or Climate-KIC Holding B.V. shall resolve forthwith how to proceed with the application and shall not unreasonably withhold approval of such application.
- 5.6. The applicant will be notified In Writing as soon as possible after the Governing Board or Climate-KIC Holding B.V. has resolved in accordance with article 5.4 as to whether the applicant is admitted as a Voting Member or is rejected as a Voting Member. If the applicant is rejected as a Voting Member, it shall have the right to submit In Writing to the Assembly an application to become a Voting Member within one month after the Governing Board or Climate-KIC Holding B.V. has notified the applicant of such rejection. The Assembly shall resolve as soon as possible, and in any case within two (2) months after such application, whether such applicant is admitted as a Voting Member or is rejected as a Voting Member.
- 5.7. Membership of the Association can be acquired by the acquiring legal entity as a result of a legal merger with or legal division of a Voting Member only with the prior approval of the Assembly.
- 5.8. The provisions of article 5 apply *mutatis mutandis* to Affiliate Members, provided that only Learn members or Explore Members are permitted to apply to be admitted as Affiliate Member pursuant to this article 5. Affiliate Members are not members within the meaning of the DCC and pursuant to these articles of association, have the Right to attend meetings. Affiliate Members explicitly do not have the right to vote at the Assembly.

Article 6. Termination of membership

- 6.1. Membership shall terminate:
 - a. upon notice of termination by the Voting Member in accordance with article 6.2 or 6.3;
 - b. when the Voting Member ceases to exist other than pursuant to a legal merger or legal division that is approved as referred to in article 5.7;
 - c. upon Written notice of termination by the Association;
 - d. upon removal ordered by the Governing Board;
 - e. if a Voting Member is no longer a Drive Member;
 - f. if an Affiliate member is no longer a Learn Member or Explore member.
- 6.2. Notice of termination by a Member must be sent by registered mail addressed to

the Governing Board before the end of the financial year, with due observance of a term of notice of at least three (3) months.

If cancellation has not been effected on time, membership shall continue until the end of the next financial year.

- 6.3. A Voting Member may terminate its membership with immediate effect if the Voting Member cannot reasonably be required to continue its membership.
- 6.4. The Governing Board shall keep a register of termination notices in the order in which they are received.
- 6.5. The Association may give notice of termination of membership of a Voting Member if:
 - a. the Association cannot reasonably be expected to continue the membership of that Voting Member;
 - b. the Voting Member breaches its obligations under these articles of association, the By-laws, any regulations made by the Association;
 - c. the Voting Member prejudices the Association in an unreasonable manner; or
 - d. the Voting Member is granted a moratorium of payments or has been declared bankrupt or if similar measures have been taken under foreign law.
- 6.6. Notice of termination by the Association shall be given by the Governing Board In Writing. The Governing Board shall determine in each case individually whether the termination will have immediate effect or will take place at a date to be determined by the Governing Board. A Voting Member that has received notice of termination may within one (1) month after receipt of the notice appeal In Writing to the Assembly against the termination. During the period for appeal and pending the appeal, the Voting Member shall be suspended and shall have no right to vote at an Assembly.
- 6.7. Removal may only be ordered if a Voting Member acts in breach of these articles of association, the By-laws or resolutions of the Association or prejudices the Association in an unreasonable manner.
- 6.8. Removal is effected by the Governing Board. The Voting Member concerned shall be notified In Writing as soon as possible of the decision of removal and of the reasons on which it is based. The Voting Member concerned may, within one (1) month after receipt of such Written notice, appeal against this termination to the Assembly. During the period for appeal and pending the appeal, the Voting Member shall be suspended and shall have no right to vote at an Assembly. Removal takes effect immediately after expiry of the one (1) month appeal period or, if later, if and when the appeal has been rejected.
- 6.9. The provisions of article 6 apply *mutatis mutandis* to Affiliate Members.

PART 3: ASSEMBLY

Article 7. Powers of the Assembly

- 7.1. All powers within the Association not assigned to other bodies by the law or the articles of association shall be vested in the Assembly.

- 7.2. The Assembly shall have in any case the power to:
- a. admit an applicant to membership of the Association, after the Governing Board or Climate-KIC Holding B.V. has refused the same, in accordance with article 5.6;
 - b. grant discharge of liability to Directors of the Association in accordance with article 8.1;
 - c. approve resolutions by the Governing Board in accordance with article 11.2;
 - d. appoint and dismiss Directors in accordance with article 12 and article 15;
 - e. appoint and dismiss a registered accountant as referred to in article 16.3, if any;
 - f. appoint, if any, of the members of the committee referred to in Article 16.3;
 - g. adopt the annual accounts in accordance with article 16.4;
 - h. adopt and amend the By-laws in accordance with 17;
 - i. amend these articles of association in accordance with article 18; and
 - j. merge, demerge or dissolve the Association in accordance with article 18.

Article 8. Assemblies, convening

- 8.1. An Assembly shall be held annually within six months of the end of each financial year. In this meeting - unless the time period mentioned in article 16.2 has been extended in accordance with the provisions of that article - the matters considered shall include the following:
- the annual report;
 - the adoption of the annual accounts;
 - the granting of discharge to the Directors from liability for actions in respect of their management during the preceding financial year; and
 - the instruction of the accountant as mentioned in article 16.3 if applicable.
- 8.2. Additional Assemblies will be convened as often as the Governing Board considers desirable or it is required to do so by law or by these articles of association.
- 8.3. At the Written request of at least such number of Voting Members as are authorised to cast one-tenth (1/10) of the votes at an Assembly, the Governing Board will be required to convene an Assembly to be held within a period of not more than four (4) weeks after the filing of the request. If the request is not complied with within fourteen (14) days, the applicants may themselves convene an Assembly, in accordance with article 8.4 and article 8.5 or by means of an advertisement in at least one popular newspaper in the place where the Association has its registered seat, with due observance of the notice period for convening an Assembly as specified in article 8.5. The applicants may then assign the chairmanship of that Assembly and the keeping of minutes to parties other than Directors.
- 8.4. The Assembly shall be held in the municipality where the Association has its registered seat or in Utrecht, Schiphol Airport (*Haarlemmermeer*) or any other location in the Netherlands. In accordance with article 9.7, an Assembly may also be held in a location outside the Netherlands and resolutions passed at such an

Assembly shall be valid.

- 8.5. Notice of the convening of the Assembly shall be issued to the Voting Members and Affiliate Members by the Governing Board or by one of the Directors by means of Written notices dispatched no later than the seventh day before the date of the meeting.
- 8.6. The Written notices convening the meeting shall set out the place, date and time of the meeting and the matters to be considered.
- 8.7. The Assembly shall be chaired by the chairman of the Governing Board appointed pursuant to article 12.7, unless the Assembly resolves to appoint another chair with a majority of two-thirds (2/3) of the votes validly cast. In the absence of the chairman of the Governing Board, the Governing Board shall appoint one of the other Directors to act as the chairman. If a chairman cannot be appointed in this way, the meeting shall appoint a chairman from amongst its number.
- 8.8. Minutes shall be taken of the matters dealt with in an Assembly unless a notarial record of the proceedings is drawn up. The minutes shall be entered into a register maintained for that purpose and require the adoption and signature of the chairman of the meeting. The minutes or the notarial record of the proceedings shall serve as evidence of the resolutions adopted in the Assembly.

Article 9. Adoption of resolutions in a meeting

- 9.1. All Voting Members and Affiliate Members present either in person or by means of a person holding a Written proxy shall be entitled to attend an Assembly and to address that meeting. A person cannot hold more than three (3) proxies.
- 9.2. Only Voting Members who are not suspended shall have the right to cast one (1) vote. Affiliate Members do not have the right to vote.
- 9.3. Directors are entitled to attend the Assembly and as such have an advisory vote at the Assembly.
- 9.4. Unless provided otherwise in these articles of association or the law, resolutions passed in an Assembly shall be adopted by a normal majority of the votes cast at an Assembly, provided that at least fifty percent (50%) of all Voting Members are present or represented.

[If the quorum mentioned in the preceding sentence is not present or represented at an Assembly, a second Assembly shall be convened in accordance with article 8.5 and article 8.6, to be held not less than seven (7) days and not more than sixty-days (60) days after the first Assembly, at which second Assembly valid resolutions can be adopted regardless of the number of Voting Members present or represented, provided that this is stated in the convocation to the second Assembly and the agenda of the second Assembly is identical to the agenda of the first Assembly.
- 9.5. Votes shall be cast orally, unless the chairman of the meeting decides otherwise. Blank votes shall be deemed not to have been cast.
- 9.6. In the event of a tie in the vote, the proposal shall be deemed to have been rejected.

- 9.7. In an Assembly in which all Voting Members and Affiliate Members are represented valid resolutions can be adopted provided that they are adopted unanimously, even if the requirements in respect of the convening and holding of meetings have not been complied with.
- 9.8. In Assemblies, Voting Members and Affiliate Members may participate and Voting Members may vote by electronic means of communication if this is mentioned in the convocation, under the assumption that the Voting Member and Affiliate Member can be identified via the electronic means of communication, is able to take note of the discussions in the meeting and is able to participate in the discussion. The Governing Board is authorised to set conditions in standing rules to the use of the electronic means of communication. If the Governing Board makes use of such authority, the conditions will be made know upon convocation.
- 9.9. The Governing Board shall keep a record of adopted resolutions. This record shall be made available at the Association's office for inspection by the Voting Members and Affiliate Members. Each Voting Member and Affiliate Member shall, upon request, be provided with a copy of or extract from this record at no more than the actual cost.
- 9.10. A unanimous Written resolution of all the Voting Members, even without convening a meeting, will have the same force as a resolution of the Assembly provided that it is adopted with the prior knowledge of the Governing Board and provided that the Voting Members and Affiliate Members have consented to this way of decision-making.

Article 10. Special majority

- 10.1. In derogation from article 9.4, resolutions of the Assembly to:
- a. admit an applicant to membership of the Association, after the Governing Board has refused the same, in accordance with article 5.6;
 - b. grant approval to the Governing Board for resolutions as referred to in article 11.2;
 - c. adopt the annual accounts in accordance with article 16.4;
 - d. adopt and amend the By-laws in accordance with 17;
 - e. amend these articles of association in accordance with 18, other than an amendment as referred to in article 10.2; and
 - f. merge, demerge or dissolve the Association in accordance with article 18,
- shall be adopted by a majority of not less than three-quarters (3/4) of the valid votes cast at an Assembly at which at least fifty percent (50%) of the Voting Members is present or represented. If the quorum mentioned in the preceding sentence is not present or represented at an Assembly, a second Assembly shall be convened in accordance with article 8.5 and article 8.6, to be held not less than seven (7) days and not more than sixty-days (60) days after the first Assembly; at which second Assembly valid resolutions can be adopted by a majority of not less than three-quarters (3/4) of the valid votes cast, regardless of the number of Voting

Members present or represented at the meeting.

- 10.2. In derogation from article 10.1e resolutions of the Assembly to amend article 3 and/or this article 10.2 must be adopted by unanimous resolution at an Assembly at which all Voting Members are present or represented. If not all Voting Members are present or represented at an Assembly in which a proposal pursuant to this article 10.2 is considered, a second Assembly shall be convened, to be held not less than seven (7) days and not more than twenty-one (21) days after the first Assembly; this second Assembly may pass the relevant resolution by a majority of not less than three-quarters (3/4) of the valid votes cast, provided that at least a normal majority of the Voting Members are present or represented at the meeting.

PART 4: GOVERNING BOARD

Article 11. Powers of the Governing Board

- 11.1. The Governing Board is charged with the management of the Association, subject to the restrictions set forth in these articles of association. In fulfilling their tasks, the Directors shall be guided by the interests of the Association and the enterprise connected with it.

The Governing Board shall in any case have the power to:

- a. represent the Association in accordance with 14;
 - b. appoint the chairman of the Governing Board in accordance with article 12.7 (who shall also be nominated to the supervisory board of Stichting Climate-KIC International Foundation);
 - c. admit an applicant to membership of the Association in accordance with article 5.4;
 - d. terminate membership of Voting Members and affiliates of Affiliate Members in accordance with article 6; and
 - e. decide on the application of any liquidation surplus in accordance with Article 18.5;
 - g. resolve to make a division of tasks and within the Governing Board and designate one or more committees for the purposes of ensuring representation and participation in the decision-making processes of the Climate-KIC Group, each to consist of two (2) or more of the Directors. The Governing Board shall determine and approve the terms of reference and authority of any such committee. Resolutions may only be validly passed at a meeting of a committee with a normal majority of the votes cast at which the majority of the committee members are present. Each committee shall keep minutes of its meetings and all material actions taken by a committee on behalf of the Governing Board shall be reported to the full Governing Board quarterly, whose decisions count as decisions that bind the Association.
- 11.2. All Governing Board resolutions concerning the following matters shall be subject to the prior approval of the Assembly:
- a. resolutions concerning the distribution of freely distributable reserves

- (including but not limited to dividend or share premium reserve) of any of the subsidiaries of the Association (by means of exercise voting rights on shares held by the Association in these subsidiaries);
- b. entering into agreements to acquire, alienate or encumber registered property (*registergoederen*);
 - c. entering into agreements whereby the Association binds itself as surety or joint and several obligor, warrants performance by a third party or undertakes to provide security for an obligation of a third party;
 - d. such other acts as determined and clearly defined by the Assembly and brought to the attention of the Governing Board in writing;
 - e. to decide on strategic choices and opportunities for the Community, funder priorities and major questions of impact and climate action relevant to the Community, as well as engagement with Climate-KIC's multi-annual strategy processes.

The absence of the approval as defined in this paragraph shall not affect the powers of the Governing Board or of the Directors to represent the Association.

Article 12. Governing Board

- 12.1. The Association shall have a Governing Board, consisting of at least one and up to thirteen Directors. With due observance of the previous sentence, the number of Directors shall be determined by the Assembly.
- 12.2. Only natural persons may be Directors.
- 12.3. Directors shall be appointed by the Assembly.
- 12.4. Subject to earlier termination under article 15.1, Directors shall be appointed for a maximum term of three (3) years. Directors shall retire periodically in accordance with a rotation schedule to be drawn up by the Governing Board. Directors appointed to fill vacancies arising otherwise than as a result of retirement by rotation pursuant to this article shall retire on the date assigned to their predecessors in the rotation schedule. Notwithstanding the foregoing, a Director who retires by rotation shall remain in office until another Director has been appointed to take his place.
- 12.5. Directors may be reappointed twice.
- 12.6. Directors may be suspended by the Assembly at any time. During any period of suspension the Director shall not be entitled to vote at a Governing Board meeting or to represent the Association. The total period of a suspension, including any extensions, may last no longer than three (3) months.
- 12.7. The Governing Board shall appoint one of the Directors as the chairman of the Governing Board.
- 12.8. If for any reason one or more positions on the Governing Board are vacant, the remaining Director(s) shall constitute a competent body, subject to the obligation to arrange for the vacancy or vacancies to be filled as soon as possible.
- 12.9. If no Director is available or able to act, the management of the Association shall

be temporarily vested in a person appointed for that purpose by the Assembly.
Absent means: absent as defined in book 2 of the DCC, including:

- (i) illness or recovery of illness as a result of which a Director is unable to perform his normal activities during a reasonable period of time;
- (ii) unavailability without the possibility of contact between a Director and the Association during a reasonable period of time;
- (iii) the situation that a Director has indicated to be unable to act as Director for a certain period.

In case of a situation as mentioned under (i) en (ii), the general meeting can decide in respect of the length of the period.

Article 13. Meetings of the Governing Board and resolutions

- 13.1. Meetings of the Governing Board shall be held at the location determined in each instance by the chairman of the Governing Board.
- 13.2. Meetings shall be held whenever the chairman of the Governing Board considers this desirable or whenever one of the other Directors submits a request in writing to the chairman to this effect, stating in detail the agenda items to be addressed. In the event that the chairman fails to convene the meeting in such a manner that it is held within three weeks of receiving the request, the Director requesting the meeting may convene it himself at a location to be determined by him and with due observance of the requisite formalities.
- 13.3. Except as provided for in article 13.2, meetings shall be convened by the chairman at least four (4) days in advance, not counting the day of the convening notice and that of the meeting.
- 13.4. The convening notice shall state the place, date and time of the meeting and the agenda items to be discussed.
- 13.5. Even if the rules laid down in the articles of association and the By-laws in relation to the convening and holding of meetings have not been complied with, legally valid resolutions may still be passed on all matters raised provided that all the Directors in office are present and that a formal vote confirms that none of them objects to resolutions being passed at the relevant meeting.
- 13.6. Meetings shall be chaired by the chairman of the Governing Board; in his absence the attendees of a meeting shall appoint a chairman.
- 13.7. Minutes of each meeting shall be kept by a person appointed at the meeting by the chairman to act as secretary. The minutes shall be adopted and signed by the chairman of the meeting.
- 13.8. Resolutions of the Governing Board may only be validly passed at a meeting at which the majority of the Directors in office are present.
- 13.9. A Director may be represented in a meeting by another Director provided the latter submits a Written power of attorney in a form accepted by the chairman of the meeting. A Director cannot hold more than two (2) proxies.
- 13.10. The contemporaneous connection by telephone or audio-visual communication

facilities effected by the majority of the Directors in office wherever in the world they are and whether or not in combination with a physical meeting, shall be deemed to constitute a meeting of the Governing Board for the duration of the connection, provided that all Directors are familiar with the resolutions to be passed. The minutes of the proceedings signed by the chairman shall constitute sufficient evidence of the matters handled and of compliance with the requisite formalities.

- 13.11. Resolutions of the Governing Board may, instead of at a meeting, be passed in writing, provided that all Directors are familiar with the resolutions to be passed and none of them objects to this method of decision-making.
- 13.12. In meetings of the Governing Board each Director present or represented, shall be entitled to cast one vote. All resolutions of the Governing Board shall be passed by a majority of the valid votes cast. In the event of a tie, the chairman shall decide. If the Governing Board only consists of two members, in the event of a tie, the proposal shall be rejected.
- 13.13. All votes taken at a meeting shall be oral, unless the chairman of the meeting considers a Written vote desirable or one of the persons with the right to vote requests this prior to the vote. A Written vote shall take place with unsigned closed ballots.
- 13.14. Blank votes shall be considered as not having been cast.
- 13.15. A Director shall not participate in the deliberation and the decision-making if he has a direct or indirect personal interest which conflicts with the interest of the Association and the enterprise connected with it.
- If one or more Directors, not being all Directors, has a direct or indirect personal interest which conflicts with the interest of the Association or its enterprise, then the other Directors shall resolve.
- If all Directors have a direct or indirect personal interest which conflicts with the interest of the Association or its enterprise, the Assembly shall resolve.

Article 14. Representation of the Association

- 14.1. The Association may be represented by the Governing Board, except where otherwise provided by law. The Association may also be represented by two Directors, acting jointly.
- 14.2. The Governing Board may grant a power of attorney to others to represent the Association within the limits set out in the power of attorney.

Article 15. Termination of membership of the Governing Board

- 15.1. A Director's membership of the Governing Board shall be terminated by:
- a. the death of the Director;
 - b. the loss by the Director of the power to freely dispose of his property;
 - c. the retirement in writing from the Governing Board by the Director;
 - d. the retirement by rotation, in accordance with article 12.4; or
 - e. the removal by the Assembly.

PART 6: FINANCIAL YEAR, ANNUAL ACCOUNTS AND BY-LAWS

Article 16. Financial year, annual accounts and annual report

- 16.1. The Association's financial year shall be concurrent with the calendar year.
- 16.2. The Governing Board is obliged to keep such records of the financial situation of the Association that its rights and obligations can be known from them at all times.
- 16.3. Unless article 2:360 paragraph 3 DCC applies, the Governing Board shall present its report in an Assembly - the annual Assembly - to be held within six (6) months after the end of an association year, unless this period is extended by the Assembly, report on this association year and, on presentation of a balance sheet and a profit and loss statement with explanatory notes, render an account of its management in that year. The annual accounts require the signatures of all the Directors. The absence of a signature and the reason for the absence shall be expressly stated.

In the event that no report issued by an auditor as referred to in article 2:393, paragraph 1 DCC is submitted to the Assembly in respect of the accuracy of the documents referred to in the preceding paragraph, the Assembly shall annually appoint a committee of at least two (2) Voting Members before the Governing Board shall present its report in the annual Assembly. The committee shall examine the accounts of the Governing Board and report its findings to the Assembly.

- 16.4. The annual accounts shall be adopted by the Assembly.
- 16.5. If and to the extent required under Dutch law, the Association shall make the annual accounts publicly available at the Trade Register.

Article 17. By-laws

- 17.1. The Assembly may adopt By-Laws of the Association, providing for additional rules governing the Association, the Governing Board and the Assembly and is authorized to amend such By-laws, all with due observance of article 10.1.d.
- 17.2. The By-laws shall not be inconsistent with the law or these articles of association.

PART 7: AMENDMENTS, DISSOLUTION

Article 18. Amendments to the articles of association

- 18.1. The Assembly may, with due observance of article 10.1 and 10.2, resolve to merge the Association, to divide the Association, to amend the articles of association or to dissolve the Association.
- 18.2. Those who convene an Assembly in which a proposal is made to adopt a resolution to amend these articles of association or to dissolve the Association must deposit a copy of the proposal, stating the verbatim text of any proposed amendment, at the offices of the Association for inspection by the Voting Members and Affiliate Members. The proposal must be deposited at the same time as the notice of the relevant Assembly and kept there until after the close of the Assembly. The Voting Members and Affiliate Members must be given the opportunity to obtain a copy of the proposal described in the previous sentence from the day on which the convening notice for the relevant Assembly is dispatched until the day of the

Assembly. Such copies shall be provided free of charge.

- 18.3. In the event that a resolution to dissolve the Association is adopted, the liquidation shall be arranged by one or more liquidators to be appointed by the Assembly, unless the court appoints another liquidator or other liquidators. If a resolution to liquidate the Association is passed, a resolution regarding the remuneration to be paid to the liquidator, or the joint liquidators, must be passed at the same time.
- 18.4. These articles of association shall, as far as possible, remain effective during the process of liquidation.
- 18.5. If, a liquidation surplus remains, the Governing Board shall decide on the application of this surplus.
- 18.6. After the liquidation has been completed, the books and records of the dissolved Association shall remain in the custody of a person to be appointed for that purpose by the Assembly for a period of seven (7) years."

CLOSE

The appearing person is known to me, civil law notary.

WITNESSED THIS DEED, the original of which was drawn up and executed in The Hague (*'s-Gravenhage*) on the date first written above.

Prior to the execution of this deed, I, civil law notary, informed the appearing person of the substance of the deed and gave him an explanation thereon, and furthermore pointed out the consequences which will result for the party from the contents of this deed.

Subsequently, the appearing person declared to have taken note of the contents of this deed after timely being given the opportunity thereto and waived a full reading of this deed. Immediately after a limited reading, this deed was signed by the appearing person and me, civil law notary.