

Earthshot Carbon Fund Investment Agreement

OVERVIEW

Your investment in the Earthshot Carbon Fund supports a curated global portfolio of natural carbon drawdown projects. Earthshot plants native forest and bamboo on land owned by our local implementation partners in the US and globally, sells carbon removal credits to industry partners. You benefit from a monthly investment yield plus a share in the profit upside.

Borrower: Earthshot Climate Co. (“Earthshot”), a Delaware Public Benefit Corporation

Investor Name: [Name of Investor] (“Investor”)

Investor Address: [City, State, Country]

Amount Invested: [US\$] (“Amount”)

Investment Type: Perpetual Subordinated Note with profit share (“Note”)

Interest Rate: 4% annual interest rate, compounded monthly.

The Note will bear interest at a fixed interest rate of one-third of one percent per month, payable each month, until the expiration date.

Profit Share: 20% of net income from carbon credit and related activities (“Profit Share”)

You are eligible for profit sharing for the duration of your loan. Net income derived from carbon credit sales, investments, and related activities is accounted into 12 monthly shares over the 12-month period following the earned revenue. The investor’s profit share is 20% of these distributions. Cost of capital is included in net income. The investor’s profit share is split proportionally between all Earthshot Climate Fund accounts based on the total dollar amount-months you have invested, up to 36 months per dollar of investment. Example: Someone who invested \$1000 dollars for 20 months will earn ~10x more revenue share than the account who has invested \$1000 for 2 months. Someone who has held their \$1000 principal for 7 years (no reinvestment) earns the same amount per distribution as someone who has held a \$1000 principal for 3 years. This model is to align the Fund’s incentive structure with the natural ecological rhythm of carbon credit returns.

Signature Date: (“Signature Date”)

Expiration: This agreement expires upon full repayment of the loan by Earthshot.

Lock-In: 1-year principal lock-in (no withdraw except for monthly interest payments).

Upon the investors request, and subject to approval by Earthshot, the investor may withdraw the principal with a 20% fee for early withdraw before 1 year. Reinvested interest payments are not subject to the 1-year lock-in period.

Date of Maturity and Withdraw: No principle repayment date specified.

After the 1-year principle lock-in, the investor is eligible to withdraw all or part of their account funds. Typically the deposit will occur within 3 business days. However, Earthshot has up to 90 days from the date of the request to make the deposit, during which time the account value continued to accrue interest and revenue share. Earthshot may at any time with 90 days notice refund the entirety of the portfolio value.

Reinvestment:

All interest is by default reinvested at the same terms as the original principle, without any lock-in period. You may select to not reinvest the distributions and instead have them deposited into your bank account.

Governing Law: State of Delaware

Assignment: No part of this transaction may be assigned to another without the written permission of the counterparty.

Expenses: Each party will bear all of its own costs for this transaction.

Prepayment: The Note may be prepaid by Earthshot at no penalty, and calculations shall be made to determine the amount of interest to be paid and such payment shall include any unpaid interest and principal.

SUBSCRIPTION AGREEMENT

The Investor hereby subscribes for the purchase of: (a) a Promissory Note in the original principal amount issued to the Investor by Earthshot Climate Co., a public benefit corporation organized under the laws of the State of Delaware, and (b) a Profit Share of carbon credit and related income (“Profit Share”) and Investor agrees to pay therefore the total Amount.

1. To induce the Corporation to issue the Securities to the Investor, the Investor hereby makes the following acknowledgments, agreements, representations and warranties, each of which are true and correct on the date hereof and which shall survive the issuance of the Securities.

A. Investor acknowledges that the Securities (as well as any equity securities issued or issuable upon the conversion or exercise thereof) have not been registered with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”). The Securities (as well as any equity securities issued or issuable upon the conversion or exercise thereof) have not been registered under the securities law of any state.

B. Investor acknowledges and understands that the Securities (as well as any equity securities issued or issuable upon the conversion or exercise thereof) have not been registered and may not be resold or redistributed without registration under the Securities Act, or any other applicable state securities law, unless an applicable exemption from such registration is available. Investor does not have any right to compel the Corporation to register the Securities (or any equity securities issued or issuable upon the conversion or exercise thereof) under the Securities Act, or any other state securities law, and the Corporation has no intention of registering the Securities (or any equity securities issued or issuable upon the conversion or exercise thereof).

C. Investor represents and warrants that Investor is acquiring the Securities (as well as any equity securities issued or issuable upon the conversion or exercise thereof) for Investor’s own account, for investment purposes, not for the interest of any other person, firm or entity, and not with a view to or present intention of reselling or distributing all or any portion of or interest in the Securities (or any equity securities issued or issuable upon the conversion or exercise thereof). Investor agrees that the Securities (as well as any equity securities issued or issuable upon the conversion or exercise thereof) cannot be sold, assigned, transferred, conveyed, pledged, mortgaged, or hypothecated except upon compliance with all applicable federal and state securities laws, including, without limitation, the Securities Act, or any other applicable state securities law. Investor acknowledges and agrees that the Note and Warrant will each bear an appropriate legend to the effect that the Securities have not been registered under the Securities Act, or any other applicable state securities laws and regulations and that transfers thereof are prohibited unless such transfers comply with the Securities Act, or any other applicable state securities law, or unless an opinion of counsel, in form and substance and from counsel reasonably satisfactory to the Corporation, is furnished by Investor to the effect that an exemption from registration under the Securities Act, or any other applicable state securities law is available or is not required.

D. Investor represents and warrants that Investor has such knowledge and experience in financial and business matters and that it is capable by itself of evaluating the merits and risks of Investor’s investment in the Securities (as well as any equity securities issued or issuable upon the conversion or exercise thereof) and of making an informed investment decision.

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one Agreement. The signature of any party to any counterpart, electronic (scanned) or facsimile thereof, may be appended to any other counterpart and when so appended will constitute an original.

PROMISSORY NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, EXCEPT IN COMPLIANCE WITH THE REQUIREMENTS OF, OR AN EXEMPTION UNDER, SUCH ACT.

This Promissory Note (the “Note”) is made by Earthshot to the Investor.

Article I Payment

For Value Received, Earthshot hereby promises to pay to the order of Investor, at Investor’s address stated above or such other place as Investor may from time to time designate in writing to Earthshot, the principal Amount together with interest, in repayment of a loan made by Investor to Earthshot (the “Loan”) all in lawful money of the United States of America, as follows:

1.1 Interest. Prior to the Maturity Date or the Loan’s otherwise becoming due, interest shall accrue on the amount of the principal balance outstanding under this Note at a rate equal to 4% per annum (the “Interest Rate”), interest compounded monthly. Interest shall be calculated on the basis of a 365-day year based on the actual number of days elapsed. Interest shall be deemed to have commenced accruing on and from the Signature Date, which is the date that the Loan was funded by Investor.

1.2 Payment of Indebtedness. The Term “Indebtedness” shall mean the indebtedness evidenced by this Note, including the principal, all interest and premiums, if any, and all extensions, renewals, modifications, or substitutions thereof, and all fees, costs and expenses incurred by Investor in connection with the Loan that are reimbursable by Earthshot; and all other sums due or required to be paid to Investor under this Note. Repayment of Indebtedness will be made as follows:

Beginning on the Signature Date and on or before the 20th day of each successive month for the remaining term of this Note, Earthshot shall make an interim monthly installment payment to Investor of the owed interest.

1.3 Earthshot’s Optional Prepayments. Earthshot reserves the right to prepay the unpaid balance of this Note, in whole or in part, at any time without premium or penalty.

Article II Defaults and Remedies

2.1 Unsecured Loan. Earthshot's obligation to repay the Indebtedness and other obligations hereunder shall constitute an unsecured obligation of the Earthshot.

2.2 Events of Default. Each of the following constitute an event of default under this Note ("Default"): (a) failure of Earthshot to pay any amount of Indebtedness when due, whether interest, principal or otherwise and whether as a payment installment, on the Maturity Date, or otherwise, which failure continues for a period of five (5) Business Days after Earthshot receives written notice sent by Investor; (b) any other Default or Event of Default under this Note continues for more than twenty-one (21) days after Earthshot receives a written notice sent by Investor; (c) Earthshot commits a material default under the terms of any document or agreement evidencing, securing, or entered into in connection with the Loan or this Note, including without limitation the Warrant to Purchase Common Stock issued by Earthshot to Investor on or about the date hereof; (d) Earthshot: (i) makes a general assignment for the benefit of creditors, (ii) fails to pay its debts generally as such debts become due, (iii) is found to be insolvent by a court of competent jurisdiction, (iv) voluntarily files a petition in voluntary bankruptcy or a petition or answer seeking a readjustment of debts under any federal bankruptcy law, or (v) has any such petition filed against Earthshot which is not vacated or dismissed within sixty (60) days after the filing thereof; or (e) any material portion of the assets of Earthshot is attached, seized, subjected to a writ or distress warrant, levied upon, or comes into the possession of any third person.

2.3 Default Interest Rate. While any Default exists, interest on the unpaid principal balance of the Loan from time to time shall automatically increase and accrue from the date of such Default at a rate per annum ("Default Interest Rate") equal to the rate of fifteen percent (15%) per annum, and Earthshot shall pay such interest upon demand, or if no such demand is made, then such interest (calculated at the full Default Interest Rate) shall be calculated from the date of such Default and paid in full at the time that the next Installment of interest and/or principal are due as provided herein. Notwithstanding any of the other provisions hereunder, all unpaid interest that has accrued under this Note, whether prior (at the Interest Rate) or subsequent (at the Default Interest Rate) to the occurrence of the Default, shall be paid at the time of, and as a condition precedent to, the curing of the Default.

2.4 Investor's Remedies. Upon the occurrence of a Default, Investor may elect (exercisable upon written notice to Earthshot) to accelerate the maturity of this Note, in which case the entire Indebtedness owed hereunder shall automatically accelerate and immediately come due, and Investor, at its option, may proceed to exercise any other rights and remedies available to Investor hereunder and to exercise any other rights and remedies against Earthshot or with respect to this Note that Investor may have at law, at equity or otherwise. Investor's remedies under this Note may be pursued singly, successively, or together against any or all of Earthshot. Failure of Investor, for any period of time or on more than one occasion, to exercise its option to

accelerate the maturity of this Note shall not constitute a waiver of that right at any time during the Default or in the event of any subsequent Default. Investor shall not by any other omission or act be deemed to waive any of its rights or remedies unless such waiver is written and signed by an officer of Investor, and then only to the extent specifically set forth. A waiver in connection with one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in connection with a subsequent event.

Article III Other Matters

3.1 Notices. Any notice that Investor or Earthshot may desire or be required to give to the other shall be through email or through the Earthshot platform.

3.2 Governing Law; Severability. This Note shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law principals. Earthshot and Investor (by acceptance of this Note) agree that any cause of action, claim or suit by any party arising from or related to the terms of this Note shall be brought exclusively in any state court located the State of Delaware, and each party consents to such jurisdiction and venue and waives any objection thereto. Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Note.

3.3 Waivers, Consents, Etc. Earthshot: (a) waives and renounces any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges; (b) waives (except as expressly provided herein) presentment, demand for payment, protest, notice of dishonor, notice of protest or nonpayment, notice of acceleration of maturity; (c) waives any and all lack of diligence and delays in the enforcement or collection of the Note; (d) agrees that the liability of Earthshot shall be unconditional and without regard to the liability of any other person or entity, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by Investor; and (e) consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Investor with respect to payment or other provisions of this Note.

3.4 Interpretation. The headings of sections and paragraphs in this Note are for convenience of reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions. The use of singular and plural nouns, and masculine, feminine, and neuter pronouns, shall be fully interchangeable, where the context so requires. If any provision of this Note, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated to be invalid or unenforceable, the validity or enforceability of the remainder of this Note shall be construed as if such invalid or unenforceable part were never included. Time is of the essence with respect to all of Earthshot's obligations under this Note.

3.5 Interest Laws. The Earthshot acknowledges, understands, and agrees that the Loan is and shall constitute a “business loan” for purposes of any applicable usury law or statute.

IN WITNESS WHEREOF, Investor has executed this Agreement effective as of the Signature Date.

By: _____

Print Name: _____

Earthshot hereby accepts the subscription of the Investor to purchase the Securities, and acknowledges receipt of the full Purchase Price.

Earthshot Climate, Co.

By: _____

Print Name: _____

END