

Terrapass Purchase Agreement (Green-e® Certified)

Customer

 Company: Hedera Hashgraph, LLC
 Contact Name: Young Cho
 Contact Phone #: 1-571-512-8169
 Contact Email Address: young.cho@hedera.com
 Address: 3400 N Central Expy
 City, State Zip: , Richardson, TX 75082
Bill To

 Company: _____
 Contact Name: _____
 Contact Phone #: _____
 Contact Email Address: _____
 Address: _____
 City, State Zip: _____

Green-e® Climate Certified Carbon Offsets

Term	Total Usage (MtCO2e)	Percent to be Addressed	Purchase Volume (MtCO2e)	Product	Vintage (see COCL)	Price per MtCO2e	Total Carbon Offset Price (USD)
3 Months	20	115%	23	Green-e Climate® Certified Greater Lebanon Refuse Authority Landfill Gas Collection and Combustion Project	2017	\$10.00	\$230.00

Green-e® Energy Certified Renewable Energy Certificate

Term	Total Usage (MWh)	Percent to be Addressed	Purchase Volume (MWh)	Product	Vintage (see PCL)	Price per MWh	Total REC Price (USD)

BEF Water Restoration Certificate® (BEF WRC)

Term	Total Usage (Gallons)	Percent to be Addressed	Purchase Volume (BEF WRC)	Product	Vintage	Price per BEF WRC	Total BEF WRC Price (USD)

Additional Comments: _____

Total Agreement Price(USD) \$230.00

By signing below, Customer agrees that it has read, understands and agrees to the General Terms and Conditions on the following pages. Accepted and agreed by:

 Company Name: Hedera Hashgraph, LLC
 Signature: Young Cho
 Printed Name: Young Cho
 Title: CFO
 Date: 6/30/2021

 Just Energy Advanced Solutions LLC dba terrapass
 Signature: David Meckley
 Printed Name: David Meckley
 Title: VP Pricing & Structuring
 Date: 6/30/2021

GENERAL TERMS AND CONDITIONS

1. Key Defined Terms. Agreement: Collectively, the Customer Agreement and these General Terms and Conditions. **Carbon Offsets:** Certificates representing the reduction of carbon dioxide equivalent (CO₂e) emissions, the principal cause of climate change, and as further described in Section 3 below. **Customer:** The entity named on the Customer Agreement. **Price:** The price indicated on the Customer Agreement that Customer will pay to terrapass. **RECs:** Renewable Energy Certificates or attributes, that certify that one megawatt hour of electricity was generated from a renewable energy resource, and as further described in Section 3 below. **Terrapass:** Just Energy Advanced Solutions LLC dba terrapass. **WRC:** A Water Restoration Certificate represents 1,000 gallons of water restored on Customer's behalf and as further described in Section 3 below.

2. Acceptance, Verification. This Agreement takes effect upon its mutual execution by Customer and terrapass.

3. Product. Terrapass or its affiliate will purchase and retire the number of Carbon Offsets, RECs and/or WRCs as indicated on the front page of the Agreement. The type of Carbon Offsets, RECs and/or WRCs is indicated on the Customer Agreement. Carbon Offsets, RECs and/or WRCs that terrapass or its affiliate purchases and retires on Customer's behalf will remain terrapass' or its affiliates' (as applicable) legal property. Retirement date will be on or before July 31st of the calendar year following purchase. On an annual basis, a third party will conduct a review for the purpose of verifying that all Carbon Offsets, RECs and/or WRCs have been retired on behalf of terrapass customers. Information concerning this annual third party review will be made available by October 31st of the calendar year following purchase on terrapass' website: www.terrapass.com.

4. Charges, Billing and Payment. Customer invoices from terrapass are due within 30 days. Payment can be made via check by mail to Just Energy Advanced Solutions dba terrapass, P.O. Box 731294, Dallas, Texas, 75373-2194 or ACH transaction. Interest on late payments accrues at 1.5% per month (18% per year). If Customer fails to remit payment as specified herein, terrapass may terminate this Agreement, and Customer will be liable to terrapass for all amounts owing as of the date of termination. Terrapass reserves the right to pursue all legal remedies available to it to collect any amounts lawfully owed. In the event Customer fails to pay its invoice in accordance with this Agreement, Customer agrees to pay reasonable collection costs and expenses (including attorney's fees and third party collection fees) terrapass incurs as a result of its attempt to collect any amounts Customer owes.

5. Customer Information; Credit Review. Customer authorizes terrapass to request, access, use, hold, transfer and update personal information about Customer (including contact, billing, and credit history) and to obtain it from and provide it to terrapass' affiliates, business partners and service providers that may be located in Canada or the USA, and to communicate with Customer about other products and services offered by terrapass, its affiliates and business partners. Terrapass will disclose any Customer information where required by law. Terrapass will use Customer information to perform its obligations (including to establish and collect money for the Customer account, meet terrapass' contractual obligations with others, for law enforcement purposes, to comply with governing law and to collect past due amounts). Customer may cancel terrapass' right to use its information at any time but any withdrawal of consent that prevents terrapass from performing its obligations under this Agreement will be considered a default under this Agreement. Customer is responsible for the accuracy of the information it provides in this Agreement. Customer will promptly notify terrapass in advance of any change to Customer information relevant to this Agreement. Customer agrees that incorrect Customer information may be rectified. For questions about terrapass' collection or use of Customer information, please refer to the privacy policy at www.terrapass.com. Any information Customer wishes to release regarding terrapass and/or the product purchased under this Agreement must be reviewed and approved by terrapass prior to such release.

6. Term and Termination. This Agreement shall be effective as of the date mutually executed and shall remain effective through the completion of the Term as indicated on the front page of the Agreement.

7. Limitation of Liability. TERRAPASS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO DIRECT ACTUAL DAMAGES. TO THE EXTENT ALLOWED BY DELAWARE LAW, CUSTOMER AGREES THAT TERRAPASS IS NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, LOST PROFITS OR LOST BUSINESS.

8. Force Majeure Event. If an event occurs which makes it impossible for terrapass to perform under this Agreement (a "Force Majeure Event"), including but not limited to (i) a failure of any supplier of Carbon Offsets, RECs and/or WRCs to perform any contract with terrapass, (ii) act of God, (iii) extraordinary weather occurrence, (iv) fire or explosion, (v) any governmental action, prohibition or regulation, or (vi) war, civil disturbance or other national emergency, terrapass' performance under this Agreement shall be excused for the duration of such event. Terrapass shall promptly notify Customer of the Force Majeure Event, any resulting contingency, and the contemplated effect thereof on the provision of service. Upon elimination or cessation of the Force Majeure Event and any contingency, the obligations herein of terrapass or its affiliate to purchase and retire Carbon Offsets, RECs and/or WRCs for Customer shall be reinstated. Terrapass reserves the right to terminate this Agreement should the event or the need for contingency not be eliminated within forty-five (45) days after the occurrence.

GENERAL TERMS AND CONDITIONS

9. Dispute Procedures. Any questions, concerns, complaints or a dispute regarding terrapass or this Agreement can be directed to Customer Service toll-free at (877) 210-9581. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the “Legal Department” at terrapass, 5251 Westheimer Road, Suite 1000, Houston, TX 77056. Any dispute with respect to an invoice is deemed to be waived unless terrapass is notified in writing within sixty (60) days of the invoice date.

10. Governing Law. This Agreement is governed by the laws of the State of Delaware.

11. Amendment, Assignment. Customer cannot assign this Agreement without terrapass’ prior written consent. Terrapass may sell, assign or otherwise transfer this Agreement to any third party without Customer consent and without notice to Customer. Terrapass may amend this Agreement by sending Customer written notice. Terrapass will not amend the Term or Price without providing Customer written notice.

12. Contact Information. Any questions or inquiries regarding this Agreement may be directed to a terrapass customer service representative at business@terrapass.com or toll free at (877) 210-9581, Monday-Friday 9:00 AM- 5:00 PM PST. Our internet address is www.terrapass.com. Our mailing address is: terrapass, 5251 Westheimer Rd., Ste. 1000, Houston, Texas 77056.

13. Miscellaneous. This Agreement is the entire contract between Customer and terrapass concerning the Carbon Offsets, RECs and/or WRCs sold under this Agreement. No handwritten alterations to this Agreement will apply. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, Customer and terrapass agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from the Agreement, and all other provisions hereof shall remain in full force and effect. Notices required hereunder shall only be delivered to the addresses for each of the parties set-out in this Agreement. No delay by either party to exercise its rights under this Agreement will constitute a waiver of such rights.

14. Entirety of Agreement. It is the intention of the parties that the Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale, purchase and retirement of the Carbon Offsets, RECs and/ or WRCs, and supersedes, any and all prior such agreements between the parties hereto, whether written or oral, as to the provision of Carbon Offsets, RECs and/or WRCs. Both parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either party merely by the fact that such party is the author of the Agreement. No delay by terrapass to exercise our rights under this Agreement will constitute a waiver of such rights.

GREEN-E® ENERGY CERTIFIED RENEWABLE ENERGY CERTIFICATES
terrapass Mix

Renewable Energy Certificate Product Content Label¹

Terrapass RECs from terrapass is a Renewable Energy Certificate (REC) product. The price of RECs is in addition to charges for your electricity. You will be charged separately for your electricity charges from your utility or energy service provider. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see <https://www.green-e.org/long-rec-disclosure>.

TERRAPASS RECS IS SOLD IN BLOCKS OF 1000 KILOWATT-HOURS.

IN 2019, TERRAPASS RECS WILL BE WILL MADE UP OF THE FOLLOWING RENEWABLE RESOURCES:

Green-e® Energy Certified New² Renewables in WIND

RESOURCE	%	LOCATION
Biomass	0 %	
Geothermal	0 %	
Eligible Hydroelectric	0 %	
Solar	0 %	
Wind	100 %	US
Total	100 %	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historical Product Content Label the actual resource mix of the RECs you purchased.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years. The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

For comparison, the current average mix of energy sources supplying the U.S. includes: 30% Coal, 34% Natural Gas, 20% Nuclear, 1% Oil, 6% Hydroelectric, 8% Renewables, and 1% other. (Source: U.S. Energy Information Administration).