

COOPERATION AGREEMENT

(THE “AGREEMENT”)

THIS AGREEMENT starts on the day the collective has been approved to be fiscally hosted on ALL FOR CLIMATE ASBL.

BETWEEN:

(1) **ALL FOR CLIMATE ASBL**, a non-profit association (*vereniging zonder winstoogmerk / association sans but lucratif*), incorporated and existing under the laws of Belgium, with offices at 1000 Brussels, Cantersteen 10, registered with the Belgian Crossroads Bank for Enterprises under number 0737.875.733 (RLE Brussels, French-speaking division), hereby duly represented by Leen Schelfhout, in capacity as executive director, hereinafter referred to as “**All For Climate**”

AND:

(2)

(3)

The Parties listed under sub (2) and sub (3) are hereinafter referred to as the “**Principals[1]**” Each of them individually referred to as a “**Party**”, and together as the “**Parties**”.

WHEREAS:

(A) All For Climate is a non-profit entity which allows groups of natural persons – such as the Principals – to form a collective in order to raise funds (and manage these funds transparently) for particular projects, initiatives and movements, in particular for climate activist purposes.

(B) The Principals have made use of All For Climate’s online platform to set up the collective:

(C) On the one hand, the Parties hereby wish to make arrangements regarding the provision by All For Climate of certain Unincorporated Services (as defined hereinafter) to the Collective, consisting in the management of a common back-office for payment processing and various administrative tasks, facilitating sharing experiences and learnings between the Collective and other collectives hosted by All For Climate.

(D) On the other hand, given the fact that the Collective's absence of legal personality renders it cumbersome or impossible for the Collective to perform certain actions necessary or useful to achieve the Objective, the Parties also wish to set out the conditions regarding the potential provision by All For Climate of certain Unincorporated Services (as defined hereinafter) to the Principals.

(E) In this context, the Parties have decided to enter into this Agreement, setting forth the terms and conditions under which All For Climate is willing to render the Services (as defined hereinafter) to the benefit and, whereas applicable, on behalf of the Principals.

THE FOLLOWING HAS BEEN AGREED:

CLAUSE 1 - DEFINITIONS

1.1 The concepts summarized up in this Clause shall be defined and used in the Agreement in accordance with the following meaning:

“Agreement”	means this Agreement, including its Annexes and the Terms;
“Clause”	means a clause of this Agreement;
“Collective”	has the meaning ascribed to it in preamble (B);
“Collective Funds”	has the meaning ascribed to it in Article 2.1.1;
“Contributors”	has the meaning ascribed to it in Article 2.1.1;
“Governmental Authority”	means any supranational, national, state, regional or local (including any subdivision, administrative agency, commission or other authority thereof) government authority, quasi-governmental authority, multinational organization or body, court, government or self-regulatory organization, commission, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, including any tax authority;
“Incorporated Services”	means any service or action useful or necessary to achieve the Objective which shall be performed by All For Climate, acting in its own name and on behalf of the Collective, under the regime of indirect representation (middellijke vertegenwoordiging / représentation indirecte) and for the benefit of the Principals. The Incorporated Services may include, without being limited thereto, the application for Subsidies and entering into agreements with third parties;
“Objective”	has the meaning ascribed to it in preamble (B);

“Platform”	means Open Collective’s online platform, or any other similar online platform chosen at the discretion of All For Climate providing All For Climate the necessary software in order to perform the Unincorporated Services;
“Services”	means the Unincorporated Services and the Incorporated Services;
“Subsidy”	means assistance by a Governmental Authority or a private foundation such as grants, loans or measures with equivalent effect such as guarantees, operational or support services or facilities; and
“Terms”	means Open Collective’s terms of service (available at https://opencollective.com/tos) or, to the extent All For Climate would make use of another Platform, the relevant Platform’s terms of service which shall be communicated by All For Climate to the Principals; and
“Third Party Claim”	has the meaning ascribed to it in Clause 4.4.
“Unincorporated Services”	has the meaning ascribed to it in Article 2.1.1;

1.2. Other than the above, concepts are possibly defined elsewhere in this Agreement, and the concepts defined in the singular will have a parallel meaning when they are used in the plural, and vice versa, and one interpretation involves the other.

1.3. Where the context so permits, words indicating a gender in this Agreement shall include all genders. The expression “including” means “including, without limitation”.

1.4. When using the expressions “shall use its best efforts” or “shall use its best endeavours” (or any similar expression or any derivation thereof) in this Agreement, the Parties intend to refer to the Belgian legal concept of *middelenverbintenis / obligation de moyen*.

1.5. If the Agreement refers to days, reference shall be made to calendar days, unless stated otherwise in the Agreement.

CLAUSE 2 - OBJECT

2.1. Unincorporated Services

2.1.1. All For Climate agrees to receive and hold donations contributed by financial contributors, whether individuals or (public or private) legal entities (hereinafter the “Contributors”), via the Platform, and in accordance with the Terms, designated for use in support of the Collective (“Collective Funds”), and all of the services and features associated therewith in accordance with the Terms, including (iii) taking accounting measures to segregate Collective Funds from other funds, and maintain and use the Collective Funds

solely for the benefit of the Collective and in accordance with the Terms, (iv), treat requests for payment of Collective Funds in connection with expense reimbursement requests submitted by the Principals in accordance with the Terms, (v) provide receipts, if applicable, to Contributors of the Collective who make donations (hereinafter jointly the “Unincorporated Services”).

2.1.2. The Parties acknowledge and agree that the Unincorporated Services are subject to modification and change, but that the Unincorporated Services will always be equivalent to those provided by All For Climate to other collectives hosted by it.

2.1.3. The Principals can request a distribution from the Collective Funds at any time through the online application system of the Platform, provided that the Principals will specify the requested amount and a description, proper documentation and legal proof for the specific costs or project to be funded with such Collective Funds.

2.1.4. The request for payment of Collective Funds will be first reviewed by the Principals, who must assure that the request is valid and in line with the Objective. Once approved by the Principals, the request for payment will also be reviewed by All For Climate in order to assure that the recommended use of the Collective Funds is consistent with the guidelines of All For Climate. All For Climate will retain exclusive control as to the use of all contributions and Collective Funds. Once approved, All For Climate shall proceed with the payment via the agreed upon means of payment (wire transfer, PayPal, etc.). All For Climate will not proceed with the payment in case there is any doubt about the legality of the documentation or proof of payment.

For updates and limitations check <https://docs.allforclimate.earth>

2.2. Incorporated Services

2.2.1. The Principals may, at All For Climate’s sole discretion, qualify for Incorporated Services, in which case this Clause 2.2 shall apply.

2.2.2. The exact timing and nature of the Incorporated Services shall be determined jointly by the Parties from time to time as follows:

(i) if the Principals wish to request the performance of a Incorporated Service from All For Climate, the Principals shall give written notice thereof to All For Climate, specifying in reasonable detail the nature and extent of the Incorporated Service required; and

(ii) All For Climate shall, at its sole discretion, have the right to either accept or refuse the performance of the Incorporated Service.

Any communication between the Parties in accordance with this Clause 2.2.2 may occur via email, in accordance with Clause 7.4.

2.2.3. Once the exact nature and extent of the Incorporated Services have been determined pursuant to Clause 2.2.2, All For Climate undertakes to use its best efforts to

carry out the Incorporated Services, provided that such Incorporated Services are (and remain) permitted by law and that the Services do not (and will not) have any material negative effect on All For Climate.

2.2.4. The Principals hereby authorize and give all powers to All For Climate in order to perform the Incorporated Services on behalf of the Principals and the Collective, under the regime of indirect representation (*middellijke vertegenwoordiging / représentation indirecte*), in which context the Parties expressly agree that All For Climate shall be authorized to:

- (i) carry out any communication with any relevant Governmental Authority or third party in relation to the Unincorporated Services;
- (ii) initial, sign, execute and deliver any agreements deeds, certificates, notices, requests, mandates, notes and other documents, and to do all other acts which are necessary or useful in connection to the Unincorporated Services; and
- (iii) receive and hold any funds granted by any relevant Governmental Authority or third party in relation to the Unincorporated Services.

2.2.5. The Principals acknowledge and agree that the Incorporated Services are carried out by All For Climate on behalf of the Principals and to their sole benefit.

2.3. General obligations

2.3.1. The Principals undertake to:

- (i) provide All For Climate with all necessary or useful information which may be requested by it or by any Governmental Authority or other third party in relation to the provision of the Services;
- (ii) comply with (a) all terms, obligations and requirements of any agreement or any other commitment entered into by All For Climate in the performance of the Services and (b) any terms, obligations and requirements imposed by law or by a Governmental Authority in relation to the performance of Services.

2.3.2. All For Climate will regularly keep the Principals informed of any major developments in the performance of the Service and shall provide the Principals with any material documents it receives in relation to said Services.

CLAUSE 3 - PRICING

3.1. In consideration of the Services, All For Climate will be entitled to fees equal to certain a percentage of all Collective Funds received by the Collective and to be increased (whereas applicable), as set forth in All For Climate's pricing policy which can be found at <https://docs.allforclimate.earth/pricing>.

3.2. The fees of third party services providers enabling certain monetary transactions (such as PayPal, stripe or Wise) are paid by the Collective.

3.3. The Principals acknowledge that All For Climate's pricing policy for the Services rendered under this Agreement may be subject to future modifications. Any such modification will be decided by All For Climate's general assembly, to which the Principals will be invited to participate in order to make sure All For Climate's operating costs are covered by all the collectives hosted by All For Climate, in a fair and balanced way.

CLAUSE 4 - INDEMNIFICATION

4.1. The Parties expressly acknowledge and agree that:

(i) the Services provided by All For Climate to the Principals under this Agreement are solely meant to alleviate certain administrative burdens that would otherwise be imposed on the members of Collective, in order to allow all members of the Collective to focus on the Objective;

(ii) All For Climate will no way be involved in the management of the Collective or the initiatives taken by such Collective (such as the organization of certain climate activism-related events);

(iii) nothing in this Agreement shall limit the Principals' obligation to manage the Collective in accordance with applicable law and regulations (including, but not limited to, applicable tax, accounting or criminal law); and

(iv) All For Climate can in no way be held liable for any breaches of applicable law attributable to the Principals or any other members of the Collective.

4.2. The Principals hereby (i) undertake to jointly and severally indemnify All For Climate for any loss or liability (including any judgments, fines, penalties, settlements and attorney's fees) which All For Climate may incur in relation to this Agreement or resulting from the provision of the Services to the Principals or otherwise attributable to the Principals or the Collective and (ii) irrevocably waive any right or action against All For Climate, provided that All For Climate shall remain liable for its wilful misconduct and wilful negligence.

4.3. The right to indemnification provided herein (i) shall not be affected by any other rights to which All For Climate may now or hereafter be entitled and (ii) shall also inure to the benefit of the heirs, executors, administrators or successors of All For Climate.

4.4. Notice and defence in case of legal proceedings initiated against All For Climate:

(i) All For Climate hereby agrees to notify the Principals in writing of any actual or threatened legal proceedings initiated or to be initiated against it in relation to any Service rendered by virtue of this Agreement or any matter attributable to the Principals or the Collective, which might result in any liability or costs to be indemnified

under this Clause 4.2 (a “Third Party Claim”), as soon as possible after All For Climate has become aware of any such Third Party Claim. All For Climate shall provide the Principals with any document that All For Climate has been provided with in respect to such Third Party Claim.

(ii) All For Climate shall carry out the management and defence of any the Third Party Claim in consultation with the Principals. The Parties hereby undertake to cooperate in the event of such proceeding, without prejudice to the All For Climate’s right to enter into any agreement, settlement or compromise in relation to the Third Party Claim without the prior approval of the Principals.

CLAUSE 5 - PRINCIPALS’ REPRESENTATIVE

Each of the Principals, acting individually, is hereby appointed as attorney-in-fact (*lasthebber / mandataire*) by all other Principals in the context of this Agreement, and shall be authorized to make all decisions, perform all acts, give and receive all notices in the framework of this Agreement on behalf of all other Principals. Any decision, act, consent or instruction of a Principal shall be final, binding and conclusive on all Principals and shall not be subject to any challenge by any Principal.

CLAUSE 6 - TERM AND TERMINATION

6.1. This Agreement is entered into for an indefinite duration starting on the date of joining the All for Climate platform (after approval of an administrator of All for Climate) and shall be terminated as follows:

(xxxi) All For Climate may terminate this Agreement with immediate effect at any time by notifying the Principals; and

(xxxii) the Principals may terminate this Agreement with immediate effect at any time by notifying All For Climate, provided that such termination right by the Principals shall not be exercisable as long as there are any outstanding obligations towards any third party resulting from the Services provided under Agreement (such as reporting obligations following the grant of a Subsidy, etc.).

6.2. In the event the Principals or the Collective remains inactive for period of one (1) year, All For Climate shall send a closure notice to the Principals informing the latter that this Agreement will be terminated thirty (30) days as from the date of the notice, unless the Principals deliver a satisfactory update as to the Collective’s upcoming activities or initiatives.

6.3. The Parties expressly agree that:

(i) termination of the Agreement shall not affect the Principals' obligation to indemnify All For Climate pursuant to Clause 4, which obligation shall continue to exist after termination of this Agreement; and

(ii) upon termination of this Agreement, the Principals shall be granted a thirty (30) day period in order to (i) file any pending expenses and to (ii) designate another collective hosted by All For Climate to which the (part of the) outstanding Collective Funds should be donated. Failure to designate such other collective in the aforementioned thirty (30) day period will result in the balance of the Collective Funds being allocated to All For Climate's participatory budget.

CLAUSE 7: MISCELLANEOUS

7.1. Severability

7.1.1. If any provision or obligation in this Agreement is null or unenforceable, or would be contrary to a provision of mandatory law, but would be valid if some part of the provision were deleted or restricted, the Parties will amend this relevant provision with such deletion or restriction as may be necessary to make it valid.

7.1.2. The nullity or non-applicability of any provision of the Agreement shall not affect the validity or applicability of other provisions of the Agreement, which shall remain in full force and effect.

7.2. No Waiver

7.2.1. If a Party does not exercise a right or postpones the exercise thereof, then it will not be considered as a waiver of this right, nor will the exercise of a right or the partial exercise thereof by a Party, prevent that Party from exercising the right again or in full or to exercise another right.

7.2.2. If a Party does not exercise a right or remedy or postpones the exercise thereof, this will not be considered as an (implicit) waiver of the right or remedy concerned. Nor shall the partial exercise of a right or remedy prevent the further exercise of such right or remedy.

7.2.3. The rights arising out of this Agreement of each Party, do not damage the other rights or remedies this Party may possess towards the other Party, pursuant to the law or any other agreement.

7.3. Transfer of Rights or Obligations

Unless provided otherwise, no Party can transfer its rights or obligations arising from this Agreement to a third party. As long as consent is not obtained, the transferring Party remains

liable for all allegedly transferred obligations (without prejudice to any other right or remedy which the other Party can appeal).

7.4. Notifications

Unless otherwise provided in the Agreement, all notices and communications relating to the Agreement shall be done by email at the email addresses set out below or to such other email address as that Party shall have previously notified to the sender in accordance with this Clause 7.4 and shall have effect as of the day following the date on which the email was sent.

Each communication by email under this Agreement shall be done at the following addresses:

to All For Climate:

Name: Leen Schelfhout
Email address: info@allforclimate.earth

(i) to [NAME PRINCIPAL 1[4]]:

Name:

Email address:

(ii) to [NAME PRINCIPAL 2]

Name:

Email address:

7.5 Costs

Each Party will bear the costs and expenses that it has made or will make concerning the negotiation, the signing and the execution of this Agreement.

7.6. No Termination

Except when stated otherwise in this Agreement, the Parties expressly waive their rights to terminate, to nullify or to dissolve this Agreement, in whole or in part.

7.7. Entire Agreement

This Agreement contains all agreements and commitments of the Parties concerning the subject of this Agreement and replaces all previous agreements, declarations of intent or arrangements between the Parties in respect of its subject.

7.8. Amendments

This Agreement may only be amended, supplemented, or replaced with the written consent of all Parties.

7.9. Applicable Law

This Agreement shall be governed by Belgian law.

7.10. Jurisdiction

7.10.1. In the event of a dispute, the Parties shall undertake all possible efforts to reach an amicable settlement.

7.10.2. If the disputes arising out this Agreement cannot be settled amicably, they will be settled by the courts of Brussels, French-speaking division.

7.10.3. The language of the procedure is French.

7.11. Counterparts or electronic signature

7.11.1. This Agreement may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart is an original, but all counterparts, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart signature page of this Agreement by e-mail (pdf) or fax shall be as effective as delivery of a manually executed counterpart of this Agreement.

7.11.2. The Parties hereby agree that this Agreement may be signed electronically in accordance with the European and Belgian regulations in force, in particular Regulation (EU) No. 910/2014 of the European Parliament and of the Council dated 23 July 2014 and the Belgian law of 21 July 2016.

Each of the Parties acknowledges and accepts that the signature process used by the Parties to electronically sign this Agreement enables each of them to have a copy of this document on a durable medium or to have access to it, in accordance with Article 8.20, paragraph 4 of the Belgian Civil Code.

THIS AGREEMENT has been signed by the Parties (or their duly authorized representatives) [electronically/in counterparts] as set forth in Clause 7.11 on the date stated at the beginning of this Agreement.

ALL FOR CLIMATE ASBL,

Leen Schelfhout

THE PRINCIPALS,

[1] Note to draft: We recommend having as many members of the collective as possible sign the agreement.

[2] Note to draft: Insert name of the collective.

[3] Note to draft: Insert the objective of the collective.

[4] Note to draft: add for each Principal.