

## Brighter Planet carbon offset terms and conditions

These terms and conditions apply to all Brighter Planet offsets, including offsets purchased directly by customers and offsets earned as rewards by cardholders.

Brighter Planet offsets represent the legal rights to emissions reductions generated by one or more of the projects in our [offset project portfolio](#), as listed on our website. These projects and the emissions reductions they generate meet the quality assurance standards set forth in our [Carbon Offset Policy](#), also listed on our website. Brighter Planet sources projects from various providers to find the highest quality offsets that meet our standards.

To ensure that the environmental benefit created by these emissions reductions can never be claimed by another party, Brighter Planet will retire all offsets sold. This retirement will be effected through a third party and will occur by the end of the quarter following that in which the offsets were purchased, earned, or otherwise promised to customers.

Brighter Planet's conformance with these terms will be audited annually by a third-party verifier, with the results [posted to our website](#).

EXCEPT AS SET FORTH EXPRESSLY IN THESE TERMS AND CONDITIONS, BRIGHTER PLANET MAKES NO WARRANTIES OF ANY KIND, WHETHER IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall either party be liable to the other party for indirect, special, incidental or consequential damages of any kind, including, without limitation, loss of revenues or profits. All damages shall be limited to actual damages only.

### Projects sourced from *NativeEnergy*

Offsets from *NativeEnergy* projects identified in the table below represent the rights to all of the carbon offsets to be generated over the "Delivery Term" by a portion of the project's generating capacity of one or more of the Brighter Planet Portfolio projects over the "Delivery Term" shown in the table below. The carbon offsets may be associated with renewable energy credits ("RECs") from electricity generation, or may be direct reductions associated with the abatement of methane emissions from the lagoon storage of manure. For reference, the table also shows the portion of each project's generating capacity that would be purchased to produce an estimated one ton of CO<sub>2</sub> or CO<sub>2</sub>-equivalent reductions over the Delivery Term.

Project	Tons Offset	Capacity Share	Delivery Term	Operations Date
Farmer-owned distributed wind turbines	1	0.0266712 kW	20 yrs.*	12/31/09
Wanner's Pride-N-Joy farm methane project	1	0.003577%	20 yrs.*	7/26/07
Wray School District wind turbine	1	0.0138145 kW	25 yrs.	12/31/07
Hillcrest Saylor farm methane project	1	0.004479%	20 yrs.	2/1/07
Greensburg Wind Farm by NativeEnergy	1	0.000186%	17.16 yrs.	3/5/10

\*Subject to extension or early termination based on portfolio performance. See below.

Offsets from these projects will be retired through donation to Clean Air-Cool Planet (CA-CP). CA-CP has agreed to accept these RECs and offsets and that it will not sell or otherwise transfer them, or use them, for any purpose, except to the extent necessary or advisable under applicable law to effect their retirement, such as transfer to a duly constituted government agency for retirement.

*NativeEnergy* represents and warrants that the projects identified in the table above are scheduled to begin operations by the applicable "Operations Date" specified above. If the conditions for Brighter Planet's purchase of one of these projects' RECs/offsets are not met, or if such project(s) (each, a "Target Project") is not built with *NativeEnergy*'s and Brighter Planet's support

for any reason, Brighter Planet's purchase will help build one or more alternate projects within 9 months following the Target Project's Operations Date, either from another, already operating project listed in the table above, or from one or more *NativeEnergy* projects that Brighter Planet approves in accordance with our Carbon Offset Policy. Each such alternate project or projects' generating capacity, together with incremental generating capacity of other already operating projects listed in the table above, shall be sized to produce at least the number of tons of CO<sub>2</sub> or CO<sub>2</sub>-equivalent reductions as had been estimated for Brighter Planet's share of the Target Project. If *NativeEnergy* is unable to secure an alternate project to help build within such 9 month period, *NativeEnergy* will make up any shortfall by acquiring CO<sub>2</sub> offsets from other sources, in an amount equal to the number of tons as had been estimated for Brighter Planet's share of the Target Project, and will donate them to Clean Air-Cool Planet for retirement on Brighter Planet's behalf, just as *NativeEnergy* would your RECs or other CO<sub>2</sub> offset from the Target Project or alternate project. We will provide notice of any such substitution in our newsletter.

The owners/operators of the projects listed in the table above have agreed with *NativeEnergy* that they will use commercially reasonable efforts to build their project and, once it achieves commercial operations, to operate it for the duration of its Delivery Term, or longer in certain circumstances if necessary to achieve the performance level *NativeEnergy* estimates they will. The projects have also agreed to perform all manufacturer-recommended maintenance and commercially reasonable repair, and to maintain adequate insurance.

In addition, *NativeEnergy* conservatively discounts each of its portfolio projects' expected long-term performance, so that while any given project may under-perform, the portfolio of projects as a whole (on average, that is) can be expected to perform as well or better than *NativeEnergy* estimates. Currently, *NativeEnergy*'s portfolio of projects is performing collectively at about 114% of the rate *NativeEnergy* estimated.

*NativeEnergy*'s Portfolio Promise: *NativeEnergy* guarantees that if any project from which it sources carbon offsets on an up-front, long-term, share-of-project basis fails, by the end of the project's "Delivery Term" specified above, to achieve the performance level *NativeEnergy* estimated, *NativeEnergy* will donate to Clean Air-Cool Planet, for retirement on Brighter Planet's behalf, additional offsets from: (i) that project's performance following the end of its Delivery Term, if available (by extending the Delivery Term until the estimate performance level is achieved); or (ii) the output of other projects in *NativeEnergy*'s portfolio that are supplying offsets on an up-front, long-term basis, to the extent that their performance during their Delivery Terms exceeds *NativeEnergy*'s estimates, including only: (a) those projects that first entered *NativeEnergy*'s portfolio after November 28, 2007; and (b) generating capacity of projects not allocated to existing customers as of November 28, 2007. As such, all projects listed in the table above are subject to having their over-production, if any, during their Delivery Terms re-allocated to make up for under-production by any other project in *NativeEnergy*'s portfolio. Any RECs/offsets comprising such over-production that is not so re-allocated will be retired.

All of *NativeEnergy*'s estimates of the CO<sub>2</sub> reducing impact of its projects are estimates only. Even with electricity generating projects that have actual meter data showing the exact amount of their electricity output, as a practical matter it is impossible to determine exactly how much CO<sub>2</sub> that electricity output prevents. It depends on the timing of the generation and what other plants are running at the particular times. With farm methane projects, it is not possible to measure the CO<sub>2</sub> displacement directly, because the activities that were producing the emissions aren't happening any more. As a result, *NativeEnergy* uses indirect methods of estimating what would have happened had the project not been implemented or operated. For electricity projects, there are publicly available data about the *average* emissions rates of the fossil fuel plants on each grid, and *NativeEnergy* assumes displacement of that average emissions rate (and applies certain discounts to be conservative). For the farm methane projects, *NativeEnergy* gets information from the farms about their numbers of cows, the proportion that are lactating, and about certain farm practices, and uses that to estimate what the emissions would have been from those animals and those practices had the resulting manure been stored in a lagoon instead of burned in a generator. *NativeEnergy*'s detailed estimating methodologies, which are based on the methodologies *NativeEnergy* developed initially with the Environmental Advisory Board of the Climate Neutral Network.

EXCEPT AS SET FORTH EXPRESSLY IN THESE TERMS AND CONDITIONS, NATIVEENERGY MAKES NO WARRANTIES OF ANY KIND, WHETHER IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (this disclaimer may not apply in your state). All estimates regarding the quantity of emissions reductions represented by your RECs are subject to changes in law. In no event shall either party be liable to the other party for indirect, special, incidental or consequential damages of any kind, including, without limitation, loss of revenues or profits. All damages shall be limited to actual damages only. The agreement set forth in these terms and conditions shall be governed by, and construed and enforced in accordance with, the laws of the State of Vermont, without regard to its provisions governing conflicts of laws. Any dispute arising under this agreement shall be subject to mandatory arbitration in accordance with the rules of the American Arbitration Association, and the arbitrator's decision shall be final and binding upon the parties. All information included on the web pages or pop-ups linked to in these terms and conditions is incorporated into these terms and conditions by this reference, with the same effect as though fully set forth herein.