



B4B+ Club membership form

Legal Name: _____

Head Office Address: _____

Billing contact and address: _____

Identification number: _____

Intracommunity VAT number (EU): _____

First and last name of the signatory:

Function: _____

Phone: _____ Email: _____

Delegates receiving information about the B4B+ Club:

First and last name: _____

Function: _____

Phone: _____ Email: _____

First and last name: _____

Function: _____

Phone: _____ Email: _____

Wish to join the following working group(s):

Biodiversity footprinting

Biodiversity credits

Energy utilities

Wish to join the B4B+ Club **until 31/12/2026**

Please send your membership form to: CDC BIODIVERSITÉ – B4B+Club, 141, avenue de Clichy – 75017 PARIS – France -
email: b4bclub@cdc-biodiversite.fr

Membership of the Club takes effect from the date of signing the membership form.

Any member agrees to abide by the bylaws attached to the back of this form. The member declares to have kept a copy and to accept the terms of these bylaws. Payment can be made by bank check payable to CDC BIODIVERSITÉ or by bank transfer.

Bank details: IBAN FR58 4003 1000 0100 0035 0517 W84

The information collected in this form is processed by CDC Biodiversité for the management and animation of the B4B+ Club. In accordance with the French data protection law ("Informatique et Libertés") of 6 January 1978 amended, and with the regulation (EU) 2016/679 of the European Parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), you undertake to inform the individuals whose personal data you transmit to CDC Biodiversité that (i) they have a right of access and rectification to information that concerns them, (ii) they can access the information concerning them by contacting the data protection correspondent at the following address rgpd@cdc-biodiversite.fr and (iii) they can also, for legitimate reasons, oppose the processing of data concerning them and (iv) they may also set guidelines for the retention, erasure and communication of their personal data after their death.

Date

Signature and stamp

BYLAWS

The purpose of these bylaws is to define the terms of membership and participation in the "B4B+ Club" (the "Club").

1. OBJECTIVE OF THE CLUB

The objective of the Club is to support the members in measuring their biodiversity footprint and developing and implementing a path to become "net positive" in terms of biodiversity impact. The Club's work focuses on two main areas:

- quantification: through the development of relevant metrics and tools, in particular a cross-cutting metric for biodiversity. Such a metric had been lacking up to now,
- operational implementation: by developing protocols and tools adapted to the needs and constraints of the business world and relying as much as possible on initiatives already in place among Members.

2. COMPOSITION OF THE CLUB AND TERMS OF MEMBERSHIP

The Club includes:

- o *CDC Biodiversité*
 - o Members
 - o Partners
- 2.1 CDC Biodiversité

CDC Biodiversité is a subsidiary of the Caisse des Dépôts group entirely dedicated to long-term actions in favour of biodiversity and its sustainable management. It works on behalf of public and private project owners and developers, who delegate the management of their voluntary or regulatory (offsets), biodiversity restoration actions and the management of natural areas and landscapes. Its main areas of expertise are: urban biodiversity, landscape and plant engineering, ecosystem engineering and valuation, and biodiversity-related training. Its scientific committee, which includes renowned researchers in ecology and economics, regularly gathers to ensure the relevance of its main work. In addition, as a subsidiary, it has privileged access to the group and network of Caisse des Dépôts, the largest French public investor.

CDC Biodiversité also leads the Biodiversity Economics Mission (MEB), a veritable think tank funded by Caisse des Dépôts, whose aim is to seek innovative solutions to reconcile economic development and biodiversity conservation. Its publications are widely shared among key stakeholders in the public and private sectors.

2.2 Members and Partners

Any companies, local authorities, or public entities (non-Partners) and other organizations wishing to become involved in the fight against the erosion of biodiversity and wishing to make a financial contribution to the Project, and whose application has been approved by CDC Biodiversité, can become a Member. Each Member shall have the right to be represented by two persons belonging to its entity.

3. FINANCIAL CONTRIBUTION

As part of its commitment, each Member is individually required to pay an annual contribution according to the fee schedule (see page 3). For any application beyond the date of June 30 the first year, the amount of the contribution for the current year is set at 50 % of the corresponding annual fee. An invoice is sent to the Member upon receipt of the duly completed and stamped membership form. This contribution is dedicated to financing the organization and the work of the Club.

4. GOVERNANCE AND ORGANISATION OF THE CLUB

4.1 Presidency and General Secretariat

The Club is chaired by CDC Biodiversité, which is responsible for the Club's general secretariat. The general secretariat of the Club supports:

- the administrative and logistical management of the Club, including the organization of Club meetings and prospecting new Members.
- the implementation of the orientation decisions regarding the Club's work.

4.2 Workstreams

Each Member has the opportunity to participate in a workstream dedicated to a specific topic. Dedicated meetings are organized by CDC Biodiversité according to the needs and progress of the work.

4.3 Plenary meeting

Plenary meetings are organized at the initiative of the General Secretariat twice a year.

4.4 Independence of the Parties - Absence of legal personality

The Club has no external representation, personality or legal capacity whatsoever. Nothing in these Bylaws shall be construed as constituting between the Parties a legal entity of any kind.

5. OUTPUTS OF THE CLUB

The Club produces primarily operational content, delivered in the form of tools or methodological sheets (the "Results"). A semiannual briefing book for Members is sent to them.

The Club also produces a public annual summary report. It aims to enhance the commitment of members by presenting a summary of their work conducted within the framework of the Club during the year. Broad dissemination is ensured by the MEB.

Plenary meetings are an opportunity to present and disseminate these different deliverables to Members.

6. CONFIDENTIALITY

6.1 CDC Biodiversité undertakes to ensure the respect of the confidentiality of the information and documents concerning the Members, of whatever nature and whatever their supports, which will have been communicated to it or of which it will be aware within the framework of the activities of the Club. All of this information and documents is, unless otherwise indicated, deemed confidential.

6.2 Each Member undertakes to ensure the confidentiality of the Results transmitted within the framework of the Club and to use them only within the scope of its legal structure.

Each Member undertakes to ensure compliance with this commitment to confidentiality by its staff.

6.3 Are excluded from commitments 6.1 and 6.2:

- o information that is already in the public domain or that is well known at the time of its communication,
- o information that the law or regulation requires to disclose.

This obligation of confidentiality shall remain in force for the duration of the membership and for a period of two years after the end of the membership, regardless of the cause of termination.

7. LOGO

Each Member grants free of charge to CDC Biodiversité the right to use its logo, attached to this membership form, for use in commercial communications as well as in the public annual summary report, and on any medium (in particular brochures, publications, websites, newsletters, social networks, posters, video), in accordance with all applicable laws and regulations and in a form and content such as not to affect the image and the reputation of the Member. This authorization will be valid for the duration of the Member's engagement.

8. INTELLECTUAL PROPERTY

In the event that a Member contributes to the Results, the Member give to CDC Biodiversity, free of charge and non-exclusive, under the Project, all the intellectual property rights relating to the Results it produces or has produced for the Project, as and when they are realized, namely:

- The right to reproduce, in whole or in part, on any support known or unknown on the day of joining the Club, in particular on paper, electronic or digital media;
- The right to represent, in whole or in part, through any process known or unknown on the day of joining the Club, including through computer and telecommunication network, such as intranets and the Internet;
- The right to broadcast, in whole or in part, through any process or on any medium known or unknown on the day of joining the Club, including through live or delayed broadcast by cable or satellite, and through internal or external telecommunication networks;
- The right to adapt, modify and translate, in whole or in part, in all languages, in all countries, for any public, on any support and by any process known and unknown on the day of joining the Club;
- The right to give all or part of the above rights to any third party.

This assignment is concluded for the legal term of protection of intellectual property rights, for the whole world and for exploitation free or not.

The Member undertakes to obtain the necessary rights and authorizations, in particular from its staff, its partners and potential subcontractors, for the assignment as defined in this article and guarantees CDC Biodiversité the quiet enjoyment of the aforementioned rights ceded. In the event that it does not obtain the totality of the rights, it will inform CDC Biodiversity as soon as possible and in writing.

9. GBS LICENSE

A GBS license agreement is included as an annex to the membership form. The signing of this license agreement opens the rights described therein with regard to the GBStoolbox software and the Global Biodiversity Score brand.

10. TECHNICAL SUPPORT

Club Members benefit from technical support from CDC Biodiversité for the use of GBStoolbox software through access to at least 4 technical support webinars and 5h of individual technical support each year (divided by two in case of half membership). CDC Biodiversité will also ensure that software problems that make it impossible to calculate impacts are resolved within one working week. Technical support is limited to users running Windows and using Microsoft Excel.

11. CANCELLATION – POSTPONEMENT OF WORKING GROUPS

CDC Biodiversité reserves the right to cancel or postpone the launch of the Biodiversity Credits, Textiles and/or Energy Utilities working groups if the minimum number of Members is not reached. In the event of cancellation by CDC Biodiversité, the working group concerned is not invoiced to the Member. The cancellation or postponement of the launch of one of these working groups cannot give rise to the payment of damages for any reason whatsoever.

12. PROTECTION OF PERSONAL DATA

The information collected by CDC Biodiversité for the Club is processed by CDC Biodiversité for the management and animation of the B4B+ Club. In accordance with the French data protection law ("Informatique et Libertés") of 6 January 1978 amended, Members undertake to inform the individuals whose personal data they transmit to us that (i) they have a right of access and rectification to information that concerns them, (ii) they can access the information concerning them by contacting the data protection correspondent at the following address informatique@cdc-biodiversite.fr and (iii) they can also, for legitimate reasons, oppose the processing of data concerning them and (iv) they may also set guidelines for the retention, erasure and communication of their personal data after their death.

13. RESOLUTION OF DISPUTES

ANY DISPUTE BETWEEN THE PARTIES ON THE INTERPRETATION OR EXECUTION OF THIS BYLAWS WILL BE SETTLED DEFINITELY BY THE COMPETENT COURTS OF PARIS.

CDC BIODIVERSITE

Head office: 141 avenue de Clichy - 75017 PARIS - France
Simplified Joint-Stock Company (SASU) with a capital of 17,475,000 € - SIRET : 501 639 587 00036

FEE SCHEDULE

B4B+Club fee schedule	Fee (EUR, excl. VAT)
Basic membership (including access to 1 working group (WG) + 1 plenary)	€8,500
Fee per additional WG:	€1,500
Membership: 2 WG + 1 plenary	€10,000
Membership: 3 WG + 1 plenary	€11,500
Membership: 4 WG + 1 plenary	€13,000
<i>Discount if the subscription includes the biodiversity footprinting working group: €500</i>	
<i>Discount for a membership of 3 years or more: €500 (cumulative with the previous discount)</i>	