
SD VISTA VALIDATION DEED OF REPRESENTATION

BY

SCS GLOBAL SERVICES

AGORO CARBON USA CROPLAND PROGRAM

3634

THIS DEED OF REPRESENTATION is made on 03 December 2024

BY

SCS Global Services, 2000 Powell St, Suite 600, Emeryville, CA 94608 (as **VVB**)

THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 In this Deed:

"Accountholder" means the holder of an account in the Verra Registry;

"Benefits for People, their Prosperity and the Planet" or **"Benefits"** means one of more of (a) Benefits for people which are defined as alleviation of poverty and hunger and enhancements to dignity, equality or healthy environment resulting from project activities during the Project Lifetime; (b) Benefits for people's prosperity which are defined as increases in prosperity or life fulfilment or advances in economic, social and technological progress in harmony with nature resulting from project activities during the Project Lifetime; and (c) Benefits for the planet which are defined as protection of the planet from degradation by maintenance or enhancement of natural resources and ecosystem services resulting from project activities during the Project Lifetime;

"Project" means Agoro Carbon USA Cropland Program;

"Project Documents" means the documents required to list and assess the Project, as set out in the *SD VISTa Program Guide*;

"Project Lifetime" means the time period over which project activities are implemented; starts on the project start date; for those projects developing SD VISTa assets, ends on the end date of the last crediting period;

"Project Ownership" means the legal right to control and operate the project activities;

"Project Proponent" means the individual or organization that has overall control and responsibility for the Project, or an individual or organization that together with others, each of which is also a Project Proponent, has overall control or responsibility for the Project. The entity(s) that can demonstrate Project Ownership in respect of the Project;

"SD VISTa Asset" means a unit issued by and held in the Verra registry representing the right of an accountholder in whose account the unit is recorded to trade or retire the achievement of an environmental or social benefit. Recordation of an SD VISTa asset in the Verra registry account of the holder is prima facie evidence of that holder's entitlement to that SD VISTa asset;

"SD VISTa Program" means the sustainable development certification program operated by Verra which establishes the rules and requirements that operationalize Verra to enable the certification of sustainable development projects and their Benefits;

"SD VISTa Rules" means the rules and requirements set out in the *Sustainable Development Verified Impact Standard*, *SD VISTa Program Guide* and the other SD VISTa Program documents, as such rules and requirements may be updated from time to time (see the Verra website for currently applicable SD VISTa Program documents);

"Validation Report" means the written report of prepared by the VVB in accordance with the SD VISTa Rules;

"Validation/Verification Body" or "VVB" means an organization approved by Verra to act as a Validation/Verification Body in respect of providing validation and/or verification services in accordance with the SD VISTa Rules; and

"Verra Registry" the registry used by Verra that ensures all required SD VISTa project and program documents have been submitted, maintains accounts of SD VISTa Assets, issues and ensures the seamless flow of SD VISTa Assets between registry accounts, maintains custody and records of SD VISTa Assets legal ownership, and ensures that SD VISTa labels are added to Verified Carbon Units (VCUs) as appropriate.

- 1.2 Documents referred to in this Deed but not defined shall be the SD VISTa documents, as updated from time to time, to which the relevant term relates.

2. REPRESENTATIONS

- 2.1 I am the Validation/Verification Body in relation to the validation of the Project.

- 2.2 I hereby represent and warrant that:

2.2.1 I have validated the Project's compliance with the SD VISTa Program requirements as set out in the SD VISTa Rules; and

2.2.2 All factual information that I provide in relation to this Deed or have provided in the Validation Report is to the best of my knowledge following due inquiry true, accurate and complete in all material respects and I have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed or the Validation Report.

- 2.3 I hereby acknowledge and agree that:

2.3.1 The following persons may rely on and enforce the terms of this Deed:

- (a) Verra;
- (b) each person who is an Accountholder holding SD VISTa Assets relating to the Project at any given time;
- (c) each person on whose behalf SD VISTa Assets relating to the Project were retired by an Accountholder;
- (d) each person who holds a legal or equitable interest in the Project and any SD VISTa Assets and Project Benefits at any given time; and
- (e) each of the successors and assigns of those persons listed in clauses 2.3.1(a), 1.1.1(b), 2.3.1(c) or 2.3.1(d);

2.3.2 Neither Verra, nor any of its respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever arising out of this Deed or erroneous information within the Project Documents submitted to the Verra Registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra or the Verra Registry by Accountholders, Project Proponents, Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

2.3.3 I have read, understood and will abide by the SD VISTa Rules; and

2.3.4 Verra has an absolute right to amend any of the SD VISTa Rules at any time and shall not bear any liability for loss or damage or liability of any kind

sustained by the Validation/Verification Body or any other party involved in the Project in any way under the SD VISTa Program as a consequence of such amendment.

3. GOVERNING LAW AND JURISDICTION

This Deed is governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

4. SOVEREIGN IMMUNITY

To the extent that the Validation/Verification Body enjoys any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, the Validation/Verification Body waives all such rights to the fullest extent permitted by law.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

6. DELIVERY

This Deed is delivered on the date written at the start of the Deed.

EXECUTED by SCS GLOBAL SERVICES as a deed



Signature of director

Christie Pollet-Young

Name of director



Signature of director/secretary

Hannah Watts

Name of director/secretary