

Communication Agreement

通讯协议

This Communication Agreement (the "**Agreement**") is made this 26th day of April, 2012 (the "**Effective Date**") by the following:

本通讯协议（“协议”）于 2012 年 4 月 26 日（“生效日期”）由以下协议方签署生效：

<u>GEPIC Darong Electric Power Company Ltd.</u>	(the " Project Owner ")
<u>甘肃电投大容电力有限责任公司</u>	(“项目业主”)
<u>Climate Bridge Ltd.</u>	(the " Authorized Representative ").
<u>环保桥有限公司</u>	(“授权代表”)

RECITALS

前言

WHEREAS, Project Owner entered into a Sales Agency Agreement ("the **SAA**") with the Authorized Representative dated 01/01/2012 and the SAA contains rights and obligations to purchase the total volume of VCUs generated by the Datong River Zhuchaxia Hydropower Station (the "**Project**") for the verification period from 24/03/2008 to 17/12/2009. Capitalised terms used herein that are not defined herein shall have the meaning given to such terms in the SAA and in the VCS documents, as applicable.

鉴于项目业主与授权代表于 2012 年 1 月 1 日签署了代理销售协议（“**SAA**”）。SAA 中规定了购买大通河朱岔峡水电站项目（“项目”）（2008 年 03 月 24 日- 2009 年 12 月 17 日）期间产生的核证碳单位总量（“**VCUs**”）的权利和义务。本协议中的术语定义和解释与 SAA 和 VCS 文件（如适用）中保持一致。

WHEREAS, Project Owner intends for the Project to be registered in a VCS Registry (the "**Registry**") and Project Owner desires to authorise the Authorized Representative to access a VCS Registry (the "**Registry**") and register the Project in, and have the VCUs attributable to such Project issued to, the Authorized Representative's account in such Registry.

鉴于项目业主打算将项目在 VCS 登记处注册（“登记处”）且项目业主拟授权代理人代表其处理 VCS 登记事宜，包括在登记处注册该项目，以及将项目产生的 VCUs 签发至授权代表的登记处账户中。

NOW, THEREFORE, Project Owner and the Authorized Representative agree as follows:

据此，项目业主和授权代表达成以下协议：

1. Rights and Responsibilities of the Authorized Representative

授权代表的权利和职责

Project Owner herewith authorises the Authorized Representative to act for Project Owner with regard to the registration of the Project in, and submission of all Project-related data to, a Registry, including but not limited to communicating with and providing instructions to the Registry administrator, registering the Project in the Authorized Representative's registry account in a Registry, submitting the Project's activity to the Registry, requesting issuance of Credits, making transfers of Credits and reviewing reports (the "**Authorized Rights and Responsibilities**"). Project Owner hereby (a) grants an irrevocable license to the Authorized Representative to the data regarding the Project that is

needed to register the Project and its operations in a Registry and (b) authorizes the Authorized Representative to request issuance of all VCUs generated by the Project in accordance with the SSA directly into the Authorized Representative's registry account in such Registry.

项目业主据此授予授权代表代表其进行项目业主在登记处的项目注册以及项目相关资料的递交行为，包括但不限于与登记处管理人进行交流和提出请求，在授权代表拥有登记处账户的登记处注册项目，提交项目活动信息给登记处，碳信用额度的签发请求和转让以及审阅报告（“授权的权利和职责”）。项目业主在此(a)授予授权代表对登记处注册项目和后续操作的相关资料不可撤销的许可以及(b)授予授权代表提出将 SSA 中规定的项目产生的所有 VCUs 直接签发至授权代表所拥有的登记处账户的权利。

With respect to the Authorized Rights and Responsibilities, the Authorized Representative is authorized to communicate and transact with the Registry as Project Owner's sole and exclusive agent for all communications with the Registry regarding the Project, including, without limitation, all instructions regarding issuance and transfer of VCUs, and the Registry is authorized to communicate and transact directly and exclusively with the Authorized Representative as Project Owner's agent. With respect to Authorized Rights and Responsibilities, Project Owner will abide by any direction issued by the Registry to the Authorized Representative.

授权的权利和职责旨授权代表是项目业主的全部和唯一的代理人，处理与登记处就项目的交流和交易事宜，包括但不限于 VCUs 的签发和转让，且登记处将授权代表视为项目业主的唯一代理人与授权代表进行直接的交流和交易。项目业主将依从登记处对授权代表的任何管理。

The Authorized Representative undertakes to exercise its role as Project Owner's sole and exclusive agent only in accordance with the terms of the SSA so that all requests for the forwarding of VCUs are done in accord with the terms of the SSA.

授权代表承诺仅根据 SSA 中的相关条款（以致 VCUs 的转让符合 SSA 条款要求）行使作为项目业主的全部和唯一代理人的职权。

2. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction

信任与赔偿，告知责任，免责和签署规则

The Project Owner will indemnify on demand and hold the Authorized Representative harmless against all actions, any claims, proceedings, losses, damages, costs and expenses whatsoever and howsoever arising from or in any way connected with this Agreement unless and to the extent that such losses, damages, costs or expenses have been solely caused by fraud, wilful default or the gross negligence of the Authorized Representative.

项目业主将免于任何因本协议引起的对授权代表提出的所有法律行为、控诉、索求、损失、破坏以及费用索赔的责任，但是由授权代表故意违约，欺骗或失职行为引起的除外。

Notwithstanding any other provision of this Agreement neither Party shall have any liability to the other Party for any consequential, direct or indirect losses or damages which may be suffered by the other Party (or any person claiming under or through such Party), whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories: (i) loss of profits; (ii) loss of anticipated savings; (iii) loss of business or business interruption; (iv) loss of revenues; (v) loss of production, provided however that if such losses are caused by the wilful misconduct or fraud of a Party then such Party will be liable to the other for such losses.

除本协议的规定外，协议方相互之间不承担对方的任何后续的直接或间接损失或损害（或来自该方的任何人的索偿），不论是否与协议中所指的情况一样，侵权（包括疏忽）或其他属于下列任何一类的后果：(i)利润损失；(ii)预期积蓄损失；(iii)业务损失或中断；(iv)收益损失；(v)生产损失。如果以上提到的损失是由协议一方的故意失职或欺骗导致，则该方应承担相应责任。

The Authorized Representative will not accept any liability related to any breach by the Project Owner by any obligation hereunder or for any reports or information provided by the Project Owner. The Authorized Representative shall not be liable for any losses due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any other person other than the Authorized Representative.

授权代表不承担任何因项目业主对协议中的义务条款违约或项目业主提供的任何报告或信息导致的后果产生的责任。授权代表不承担自身原因之外的因任何他人的欺骗，误导或提供的不完整信息或文件，或故意忽略事实等行为导致的任何责任。

3. Termination

终止

This Agreement will commence on the Effective Date and terminate on the fulfilment of all obligations under the SSA, unless terminated earlier in accordance with the SSA or extended by mutual agreement between the Parties.

本协议自协议签署之日起生效，于 SSA 的义务全部履行后终止，或可根据 SSA 的要求提前终止，也可双方协议后展期。

4. Governing Law

管辖法律

This Agreement shall be governed by and construed in accordance with the material laws of England and Wales, excluding its conflict of law provisions. Any disputes arising out of or relating to this Agreement, including any question regarding its existence, validity or termination, which can not be amicably resolved by the Parties, shall be settled before English Courts sitting in London, which shall have exclusive jurisdiction for all matters arising under it.

本协议由英格兰及威尔士法律管辖并诠释，法律条款的冲突除外。任何因本协议产生的纠纷，包括协议的存在，效力或终止，若不能由协议双方友好解决，则应由享有专属司法管辖权的英国法院进行解决。管辖权所在地为英国伦敦。

5. Language

语言

This Agreement is executed in English and Chinese language versions. The Chinese version of this Agreement is only for reference. The English version of this Agreement shall prevail in the case of any discrepancy between the English and Chinese versions.

本协议以英文和中文文本签署。中文文本仅供参考之用。如中英文文本之间出现不一致，本协议应以英文为准。

IN WITNESS WHEREOF, Project Owner and the Authorized Representative execute this Agreement to be effective as of the date written above.

项目业主与授权代表签署本协议，生效日期为上述所列日期，特此为证。

PROJECT OWNER

项目业主

GEPIC Darong Electric Power Company Ltd.

甘肃电投大容电力有限责任公司

Name: _____

姓名: 胡心群

Title: _____

职位:



AUTHORIZED REPRESENTATIVE

授权代表

Climate Bridge Ltd.

环保桥有限公司

Name: _____

姓名:

Title: _____

职位:

A handwritten signature in black ink, appearing to be 'J. Li', written over a horizontal line.