

Terms & Conditions for SOCIALCARBON Registration Process

Parties:

Instituto Ecologica de Palmas, Nongovernmental organization, with registered head office at Qd. 604 Sul, Alameda 14, Lote 37, ZIP 77022-030 Palmas, Tocantins, Brazil (hereunder the “Ecologica Institute”),

And

Florestal Santa Maria S.A. a Brazilian company located at Rua Augusta, 2.883, 6º andar, CJ 62 - Cerqueira César. São Paulo/SP - Brazil. Postal Code: 01413-100, registered under the national company registry n. 06.066.768/0001-44 (hereunder “Florestal Santa Maria”)

Whereas:

The Ecologica Institute as the operator of the SOCIALCARBON® certification program for carbon offset projects, requires the acceptance of these Terms & Conditions for registration of projects and carbon units at the SOCIALCARBON Registry.

The SOCIALCARBON Registry is operated by VERRA, a company incorporated in United States, whose registered office is at One Thomas Circle, NW Suite 1050, Washington, DC 20005 (“VERRA”) <https://registry.verra.org/>.

The following Terms & Conditions are defined by the Ecologica Institute as requirements for the registration of projects and carbon units at the SOCIALCARBON Registry. Registration is also subject to any rules defined by VERRA.

Florestal Santa Maria is a carbon offset project developer who wishes to issue units within the SOCIALCARBON Registry and therefore, accepts and commits to the Terms & Conditions hereunder.

1. Acceptance

1.1. **Florestal Santa Maria** accepts this Terms & Conditions by returning a signed copy to the Ecologica Institute via e-mail: info@socialcarbon.org.

1.2. Any written notices to **Florestal Santa Maria** shall be mailed according to the contact data below, or to any other that **Florestal Santa Maria** may inform from time to time:

Name: Rubens Forbes Alves de Lima

Title: CEO

E-mail: rubens@florestalsantamaria.com.br

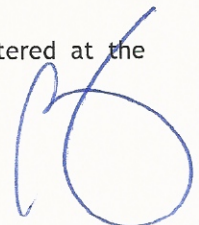
Address: Rua Augusta, 2.883, 6º andar, CJ 62 - Cerqueira César. São Paulo/SP - Brazil.

Postal Code: 01413-100

Phone: +55 11 5047 2929

2. Identification of the Project

2.1. This Terms & Conditions apply to the following Project to be registered at the SOCIALCARBON Registry: **FLORESTAL SANTA MARIA PROJECT**



3. Conformity with the SOCIALCARBON rules

- 3.1. When using the SOCIALCARBON Registry, **Florestal Santa Maria** agrees in being in conformity with the SOCIALCARBON rules, including but not limited to the SOCIALCARBON Standard; the SOCIALCARBON approved indicators for the project and any Templates and Guidance available at www.socialcarbon.org.

4. Providing the required documents for registration

- 4.1. **Florestal Santa Maria** shall send all the documents required by the Ecologica Institute for obtaining the additional SOCIALCARBON Standard certification.

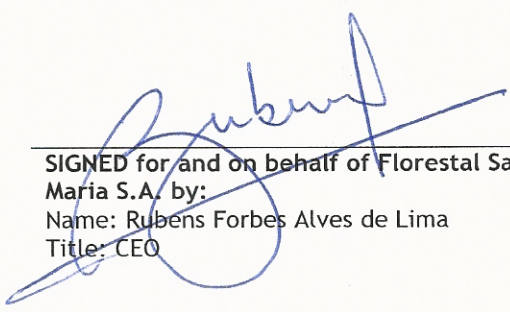
5. Payments

- 5.1. The Ecologica Institute will waive the payment of the SOCIALCARBON levy fee of US\$ 0.02 per tCO2 issued for the **FLORESTAL SANTA MARIA PROJECT**.
- 5.2. The SOCIAL CARBON fee shall be paid by **Florestal Santa Maria** to Ecologica by electronic bank transfer. Ecologica's bank account will be informed with the emission of the relevant invoice.

6. Term and Termination (or Sanctions)

- 6.1. If **Florestal Santa Maria** does not meet these conditions, the Ecologica Institute will notify the project developer about the non-conformity. In case the project developer does not address the non-conformity within 30 days after notification, the Ecologica Institute will inform VERRA to do not authorize further registrations of SOCIALCARBON units for the project.
- 6.2. Only credits issued to the Project prior to the information sent to VERRA may continue with the SOCIALCARBON certification, but the project will not be able to issue SOCIALCARBON units for the next periods.

These Terms & Conditions has been accepted as of the 30th day of March 2021 (“Effective Date”)



SIGNED for and on behalf of Florestal Santa Maria S.A. by:
Name: Rubens Forbes Alves de Lima
Title: CEO