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DECLARATION OF AGENCY AND COMMUNICATIONS  
AGREEMENT

BY

GUIZHOU JINYAN ENERGY TECHNOLOGY CO. LTD.  
AND

CLIMATE BRIDGE (SHANGHAI) LTD.

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**THIS DECLARATION OF AGENCY AND COMMUNICATIONS AGREEMENT** is made on  
02/02/2026

**BETWEEN**

**Guizhou Jinyan Energy Technology CO. Ltd., Caifuxincheng A2 Building, Yingbin Avenue,  
Dafang County, Bijie City, Guizhou Province, China. ("Project Proponent").**

**Climate Bridge (Shanghai) Ltd., Block B, Level 24, Jiangong Mansion, 33 Fushan Road,  
Pudong New Area, Shanghai, China ("Authorized Representative").**

**RECITALS**

WHEREAS, Verra operates the Verra Registry (the "Registry");

WHEREAS, Project Proponent is a user of the Verra Registry and desires to appoint Authorized Representative as its agent and contract with Authorized Representative to access the Registry on its behalf;

WHEREAS, Authorized Representative and/or Project Proponent may have access to certain confidential information and materials contained in the Registry (the "Confidential Information"); and

WHEREAS, such access to the Registry by Project Proponent and/or Authorized Representative is governed by rights and obligations established by or under the Registry Terms of Use (the "Terms of Use"), the Registry Operating Procedures and such other agreements, manuals and practices of Verra, as applicable (collectively, the "Operative Documents");

**DECLARATION**

**1. INTERPRETATION**

**1.1 In this Agreement:**

Unless otherwise defined below, capitalized terms used in this declaration have the same meaning as in the Terms of Use.

**"Project"** means Guizhou Jinyan CMM Power Generation Project

**"Project Documents"** means the documents required to list and assess a project, as set out in the relevant Verra program rules published on the Verra website, to be read in accordance with the Terms of Use of the Verra Registry;

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

**"Project Proponent"** means the individual/s or organization/s that hold overall control and responsibility for a 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 activities. Project Proponents include but are not limited to the entity/entities that can demonstrate Project Ownership in respect of a project.

**"User"** means a party which uses the Verra Registry on the terms and conditions of the Terms of Use, as amended from time to time.

## 2. **DECLARATION OF AGENCY**

NOW, THEREFORE, acknowledging that Verra will rely on the truth, accuracy and completeness of the declarations made below, Project Proponent and Authorized Representative declare:

### SCOPE AND EXCLUSIVITY

2.1 Pursuant to a binding, legally enforceable agreement entered into by and between the Project Proponent and Authorized Representative (the "Grant of Authority"), Authorized Representative is authorized to act on behalf of the Project Proponent with respect to the Project and/or the Project Proponent's account(s) in the Registry (the "Registry Account(s)) as a User of the Verra Registry on the following terms:

2.1.1 The Authorized Representative is appointed as an Authorized Representative for Project Proponent's Registry Account(s) in its capacity as a User of the Verra Registry and is authorized to undertake the following scope of activities on behalf of Project Proponent with regard to the registration of the Project in, and submission of Project-related data to, the Registry and/or any other dealings in the Registry:

- (a) communicating with and providing instructions to Verra;
- (b) registering Project in Authorized Representative's Registry Account;
- (c) submitting the Project's activity and reports to the Registry;
- (d) requesting issuance of Instruments;
- (e) making transfers of Instruments;
- (f) undertaking transactions in the Registry Account of the Project Proponent related to the Project;
- (g) making payments on behalf of Project Proponent; and
- (h) submitting, discussing, amending and doing any other such necessary thing in relation to reports and documents required from Project Proponents under the Operative Documents as set out and amended from time to time on Verra's website.

2.1.2 Where all options in sections 2.1.1 (A) - (H) are selected, the Authorized Representative shall have all of the applicable rights and responsibilities described in the Operative Documents as if Authorized Representative were the Project Proponent.

2.1.3 Authorized Representative agrees to be bound by the Operative Documents, including but not limited to the limitations of liability and indemnification provisions contained therein;

2.1.4 Authorized Representative is authorized to communicate and transact with Verra as Project Proponent's sole and exclusive agent for the scope of activities listed in section 2.1.1;

2.1.5 Verra is authorized to communicate and transact directly and exclusively with Authorized Representative as Project Proponent's agent for the scope of activities listed in section 2.1.1; and

- 2.1.6 Project Proponent will abide by any direction duly issued by Verra to Authorized Representative.

CONTINUING RESPONSIBILITIES AND LIABILITIES OF Project Proponent as a User of the Verra Registry:

- 2.2 Notwithstanding any other provision of this Agreement, Project Proponent is not released from and shall remain liable for compliance with all terms and conditions of the Operative Documents, including without limitation indemnification of Verra and the Verra Registry Software Provider, defaults under the Operative Documents committed by Authorized Representative and payment of all amounts due or to become due under the Operative Documents. Authorized Representative's authorization to make payment of any such amounts hereunder shall not release Project Proponent from Liability for any obligations not satisfied by Authorized Representative, financial or otherwise.

RELIANCE AND INDEMNITY, DUTY TO INFORM, LIABILITY OF WAIVER

- 2.3 Project Proponent and Authorized Representative each recognizes, accepts and intends that Verra and the Verra Registry Software Provider will rely upon the truth, accuracy and completeness of the declarations herein with respect to matters including but not limited to assuring compliance with the Operative Documents. Project Proponent and Authorized Representative each recognizes and accepts that Verra and the Verra Registry Software Provider may suffer losses and damages if this Agreement is or becomes untrue, invalid, inaccurate or incomplete, or if it expires or is withdrawn, and each agrees to indemnify Verra and the Verra Registry Software Provider for any such losses and damages.
- 2.4 Project Proponent and Authorized Representative each has a continuing duty to notify Verra if and when any declaration herein ceases to be valid, enforceable, truthful, accurate or complete, or as soon as possible upon learning that any declaration was not valid, enforceable, truthful, accurate or complete at the time that it was made.
- 2.5 Until such time as Verra receives written notification of any change to any declaration herein, signed by both the Project Proponent and Authorized Representative, or by either of them together with certification that the other has been notified, Verra shall be entitled to rely on this Declaration as governing its relationship with Project Proponent and Authorized Representative as to the subject matter of this Agreement.
- 2.6 In the event of termination of this Agreement by either Party, where the Project Proponent does not have an active Registry Account, the Authorized Representative shall remain the Project Proponent's designated agent for the activities defined in Section 2.1 until the Project Proponent has successfully opened a Registry Account or a new Authorized Representative has been duly appointed, and such representative has an active and operational Registry Account. The Project Proponent and Authorized Representative agree that the authority granted under this Agreement shall remain in effect and may not be revoked until Verra has been formally notified that such an account is open and operational, or that a new Authorized Representative has been appointed, as applicable. For the avoidance of doubt, either Party may terminate this Agreement unilaterally, without the consent or approval of the other Party, provided that the requirements set forth in this section 2.6 are satisfied.
- 2.7 Nothing in this Agreement shall be construed to create or give rise to any liability on the part of Verra, and Project Proponent and Authorized Representative expressly waive any claims that may arise against Verra and the Verra Registry Software Provider under this Agreement.

- 2.8 The Agreement shall not be construed to modify any Operative Document and in the event of a conflict between this Agreement and an Operative Document, the applicable Operative Document shall control.

### 3. **NOTICE**

- 3.1 Any written notice of changes to the declarations herein must be provided to Verra at least thirty (30) days in advance of their effectiveness.
- 3.2 Notice must be given in accordance with the Terms of Use.

### 4. **CONFIDENTIALITY**

- 4.1 In the context of Authorized Representative's access to the Registry on Project Proponent's behalf, Authorized Representative may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Authorized Representative is solely for the performance of the scope of activities listed in section 2.1.1. Authorized Representative shall not access any Confidential Information contained in the Registry for any other purpose, including but not limited to the use, sale or other disposition of said information to any third parties for any reason.

### 5. **REPRESENTATIONS**

- 5.1 Project Proponent and Authorized Representative each hereby represent and warrant that:
- 5.1.1 All factual information that is provided in relation to this Agreement is 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 Agreement.
- 5.2 Project Proponent and Authorized Representative each hereby acknowledge and agree that:
- 5.2.1 I have read, understood and will abide by the Operative Documents;
- 5.2.2 Verra has an absolute right to amend any of the Operative Documents at any time and shall not bear any liability for loss or damage or liability of any kind sustained by the Project Proponent, Authorized Representative or any other party involved in the Project as a consequence of such amendment;
- 5.2.3 The following persons may rely on and enforce the terms of this Agreement:
- (a) Verra;
  - (b) the Verra Registry Software Provider;
  - (c) each person who is a User with an account in the Registry holding Instruments relating to the Project at any given time;
  - (d) each person on whose behalf Instruments relating to the Project were retired by a User;
  - (e) each of the successors and assigns of those persons listed in clauses (a)(c)(c) and (d).
- 5.2.4 Neither Verra, the Verra Registry Software Provider, nor any of their respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever arising out of this Agreement or erroneous

information within the Project Documents submitted to the Registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra or the Verra Registry by Users, Project Proponents, Validation/Verification Bodies, Independent Evaluation Experts or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages.

**6. COMPLIANCE WITH LAWS**

Each of the Project Proponent and the Authorized Representative represents and warrants that it is familiar with and will comply with applicable laws, rules, and regulations, relating among others, to anti-corruption, anti-bribery, money laundering, economic and financial sanctions, including those of the United States, the home country of the Project Proponent or the Authorized Representative (as applicable), and any other jurisdictions which apply to their respective business activities in connection with this Agreement. Each of the Project Proponent and the Authorized Representative represents and warrants that neither it, nor any of its officers, directors, employees, shareholders, representatives, or agents: (i) is an individual or entity that is or owned or controlled by persons that are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, or other relevant sanctions authority (collectively "Sanctions"); or (ii) will take any action in connection with this Agreement that will cause Verra to violate Sanctions.

**7. GOVERNING LAW AND JURISDICTION**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the District of Columbia, and the courts of the District of Columbia shall have exclusive jurisdiction to settle any dispute arising from or connected with this Agreement including a dispute regarding the existence, validity or termination of this Agreement or the consequences of its nullity.

**8. SOVEREIGN IMMUNITY**

To the extent that the Project Proponent or Authorized Representative 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 Agreement, each of the Project Proponent and Authorized Representative waives all such rights to the fullest extent permitted by law.

**9. COUNTERPARTS**

This Agreement 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 Agreement.

**10. DELIVERY AND EFFECT**

This Agreement is delivered and effective on the date written at the start of the Agreement.

**11. ELECTRONIC TRANSACTIONS**

To the extent permitted by law, for the purposes of this Agreement, Parties understand and agree that any document that is signed, executed, or submitted electronically will have the same force of law as if the same process had been conducted using physical documents.

**EXECUTED** by Guizhou Jinyan Energy Technology Co. Ltd. as an Agreement



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Signature of director

\_\_\_\_\_  
ZHU KUNLEI

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director/secretary

\_\_\_\_\_  
Name of director/secretary

**EXECUTED** by Climate Bridge (Shanghai) Ltd. as an Agreement



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Signature of director

\_\_\_\_\_  
GAO ZHIWEN

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director/secretary

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Name of director/secretary