

Communications Agreement

This Communications Agreement ("**Agreement**") is made as of 12 November 2018 ("**Effective Date**") by and between Eco Power Uganda Limited, a private company duly registered in Uganda, having its registered address at Plot 11, Bandali Close - Bugolobi, P.O Box 36362, Kampala, Uganda ("**Project Proponent**"), and C-Quest Capital LLC, a private limited liability company incorporated under the laws of Delaware, United States, with offices at 1015 18th Street NW, Suite 730, Washington, D.C. 20036, USA ("**Authorized Representative**") (together the "**Parties**" and each separately a "**Party**").

WHEREAS, the Project Proponent is the owner of an emissions reduction project in Uganda known as the Ishasha Project ("**Project**") and has legal and beneficial title to all the emission reductions generated by the Project; and

WHEREAS, the Project Proponent wishes to contract with the Authorized Representative to act on its behalf in respect of certain rights, actions and activities in relation to the Verified Carbon Standard (VCS) registry ("**Registry**");

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Grant of authority. The purpose of this Agreement is to provide the requisite grant of authority to the Authorized Representative, and the means by which the Project Proponent authorizes the Authorized Representative, to communicate with and to provide instructions to the VCS registry administrator on its behalf, the form and scope of which instructions shall be determined by the Parties hereto.
2. Authorized Actions. Authorized Representative is authorized to act for the Project Proponent with respect to the following rights, actions and/or activities in the Registry ("**Authorized Actions**"):
 - a) to request registration of the Project;
 - b) to request the issuance of verified carbon units ("**VCUs**"), as such term is defined by the Verified Carbon Standard, from the Project by the Registry ("**Credits**");
 - c) to transfer or retire Credits on behalf of itself, the Authorized Representative or any third party as determined by the Authorized Representative from time to time;
 - d) to communicate to and to provide instructions to the Registry in relation to the Project and/or Credits; and
 - e) to take all other reasonable actions required by the Registry in order to perform the actions listed in paragraphs a) through d) above.
3. Sole Agent. In respect of the Project and Credits, the Authorized Representative is authorized to communicate with and to transact with the Registry as the Project Proponent's sole and exclusive agent.

4. Limited Authorization. The Authorized Actions are the only actions which the Authorized Representative is authorized to undertake on behalf of the Project Participant under the Registry rules, and the Project Proponent retains all its rights and responsibilities under the Registry rules.
5. Compliance with Registry rules. Notwithstanding the foregoing provisions of this Agreement, the Project Proponent shall remain responsible and liable for compliance with all Registry rules relating to actions taken by the Authorized Representative on its behalf.
6. Reliance by Registry. The Parties intend and agree that the Registry shall be entitled to rely on this Agreement as and when delivered to it, and until terminated as provided below, and hereby request and direct the Registry to act on the basis of the authority granted herein to the Authorized Agent, and each Party hereby relieves it of all liability for so doing.
7. Term and termination. This Agreement shall be and remain valid and subsisting beginning on the Effective Date until terminated by either Party by written notice of termination by such Party to both the Registry and to the other Party.
8. Governing Law. The construction and validity and performance of this Agreement and the transactions contemplated by it shall be governed by English law.

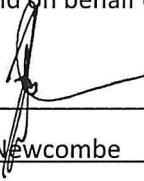
Each Party represents that the person signing this Agreement on its behalf is authorized to cause the Party for whom they sign to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the Effective Date.

SIGNED for and on behalf of **Eco Power
Uganda Limited:**

By: 
Name: Firdowsy Ismail
Title: Chief Executive Officer
Date: 12th Nov.2018

SIGNED for and on behalf of **C-Quest Capital
LLC**

By: 
Name: Ken Newcombe
Title: Chief Executive Office
Date: 12 Nov 2018