

**AFOLU BUFFER ACCOUNT COMPENSATION
FOR REVERSALS DEED (FOR AFOLU PROJECTS)**

THIS DEED (this "**Deed**") is made on 3 DECEMBER 2024

BY:

WILDLIFE WORKS CARBON, LLC, , JEREMY@WILDLIFEWORKS.COM, 495 MILLER AVE, SUITE 100, MILL VALLEY, CA USA 94941 (the "**Project Proponent**"),

IN FAVOUR OF:

VERRA, a non-profit corporation incorporated in the District of Columbia, USA whose business address is at One Thomas Circle, N.W., Suite 1050, Washington, D.C., 20005, USA ("**Verra**"); and

each a "**Party**" and collectively the "**Parties**".

WHEREAS

- (A) The Project Proponent is the project proponent in respect of the project specified in the Schedule, for which a registration request has been submitted to Verra under the Verified Carbon Standard Program and such project is an AFOLU project.
- (B) As one of the conditions to Verra's acceptance of the project under the VCS Program, the Project Proponent is required to enter into this Deed to outline the Project Proponent's obligations in respect of compensation of the AFOLU pooled buffer account in the event of a reversal occurring on or after the date of this Deed, as required under the VCS Program Rules. For the avoidance of doubt, Reversals occurring before the date of this Deed are subject to the Compensation provisions for the AFOLU Buffer Account in the VCS Standard in effect at the time of the Reversal.

1. DEFINITIONS AND INTERPRETATION

1.1 Except as expressly defined herein, all defined terms have the meanings stated in the VCS rules published on the Verra website including the VCS Program Definitions. In addition, in this Deed, unless otherwise stated, the following defined terms shall have the meanings defined below:

AFOLU Buffer Account means the account in the Verra Registry containing non-tradable AFOLU Buffer Credits.

AFOLU Buffer Credit means the non-tradeable credits which represent GHG emissions reductions or removals generated by the Project that are contained in the AFOLU Buffer Account, rather than issued as VCU, to cover the risk of unforeseen losses in carbon stocks across the AFOLU project portfolio, including the Project.

Avoidable Reversal means a Reversal over which the Project Proponent has influence or control, such as poor project management, removal of a portion of the project area from participation, harvesting, over-harvesting, or tillage events.

Buffer Credit Deposit Provisions mean the provisions in the VCS Program Rules in respect of buffer credit deposits including Section 5.1 (Assignment of Buffer Credits at First Request for Issuance) of the Registration and Issuance Process as such provision is amended from time to time.

Compensation means the deposit of one or more ERRs or VCUs in the AFOLU Buffer Account, to replace one or more AFOLU Buffer Credits that have been cancelled following a Reversal, in accordance with this Deed and the VCS Program Rules, and

Compensate shall have a corresponding meaning.

Crediting Period means the time period for which GHG emission reductions or removals generated by the Project are eligible for issuance as VCUs, not including any potential crediting period renewals.

GHG means greenhouse gas.

GHG ERR means verified GHG emission reductions or removals from the Project that are capable of being issued as VCUs or deposited as AFOLU Buffer Credits.

Project means the MAI NDOMBE REDD+ PROJECT with Project ID 934 specified in the Schedule, such project being an AFOLU project.

Total Project Crediting Period means all Crediting Periods for which GHG emission reductions or removals generated by the Project are eligible for issuance as VCUs, including any potential Crediting Period renewals.

Reversal means a situation where the net GHG benefit, taking into account project or program emissions, removals and leakage, in any monitoring period is negative. The amount of a reversal is calculated as the difference between the current total to-date net GHG benefit of the project or program, compared to the total to-date net GHG benefit of the project or program at the previous verification event.

Unavoidable Reversal means a Reversal over which the Project Proponent has no control such as natural disasters such as hurricanes, earthquakes, flooding, drought, fires, tornados and winter storms, and human-induced events such as acts of terrorism, crime, or war. Encroachment by outside actors such as logging, mining, or fuelwood collection are considered unavoidable when demonstrably unforeseeable and out of the Project Proponent's control.

VCS Program Rules means the rules and requirements set out in the VCS Program Guide, the VCS Standard and the other VCS Program documents (including the Registration and Issuance Process).

Verified Carbon Unit or **VCU** means a unit issued by and held in the Verra Registry representing the right of an account holder in whose account the unit is recorded to claim the achievement of a GHG emission reduction or removal in an amount of one (1) metric tonne of CO₂ equivalent that has been verified by a Validation or Verification Body in accordance with the VCS Program Rules.

Verra Registry means the platform that records all projects and programs (listed and registered) and VCUs issued under the VCS Program.

Verra Registry Terms of Use means the terms of use of the Verra Registry, as amended from time to time.

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Deed to:
- (i) the singular shall include the plural and vice versa, and words denoting any gender shall include any other gender and words denoting natural persons shall include any other persons;

- (ii) the words "**including**", "**include**", "**in particular**" and words of similar effect shall not be deemed to limit the general effect of the words that precede them; and
- (iii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (iv) this "**Deed**", the "**VCS Standard**", the "**VCS Program Rules**", the "**VCS Program Definitions**", the "**Verra Registry Terms of Use**" or to any other agreement, instrument or document is a reference to such agreement, instrument or document as varied or updated from time to time.

(b) Section, Clause and Schedule headings are for ease of reference only.

2. **BINDING AGREEMENT**

2.1 The Parties hereby agree that, for good and valuable consideration, the sufficiency of which is acknowledged by the Parties, from the date of this Deed, the provisions of this Deed shall immediately be fully and effectively binding on them.

3. **LOSS EVENT NOTIFICATION AND REPORT, AND CANCELLATION OF BUFFER CREDITS IN EVENT OF REVERSAL**

3.1 The Project Proponent shall comply with all provisions in the VCS Program Rules relating to or in connection with Loss Events, including any actions which may be undertaken by Verra in respect of Loss Events and AFOLU Buffer Credits, and accordingly shall not argue to the contrary.

3.2 Without prejudice to the generality of Clause 3.1, the Project Proponent agrees that in the event of a Loss Event, the Project Proponent shall notify Verra of such Loss Event via email no later than 30 days of becoming aware of the Loss Event, with such email being sent to registry@verra.org with the ID number of the project in the subject line when (i) a Reversal occurs during the Total Project Crediting Period or (ii) an Avoidable Reversal occurs after the Total Project Crediting Period but within 40 years of the Project's Start Date

3.3 Without prejudice to the generality of Clause 3.1, the Project Proponent shall submit a Loss Event Report to Verra (as the administrator of the Verra Registry) within two years of detecting or becoming aware of the Reversal when (i) a Reversal occurs during the Total Project Crediting Period or (ii) an Avoidable Reversal occurs after the Total Project Crediting Period but within 40 years of the Project's Start Date.

3.4 Without prejudice to the generality of Clause 3.1, the Project Proponent acknowledges that:

- (a) upon the Project Proponent's provision of a Loss Event Report to Verra, Verra shall be entitled to put AFOLU Buffer Credits on hold equivalent to the estimated loss in the Loss Event Report; and
- (b) where a Reversal has occurred, Verra shall be entitled to cancel AFOLU Buffer Credits based on either (i) the monitoring report and verification report issued immediately after the submission of the Loss Event Report or (ii) the verified Loss Event Report in accordance with the VCS Program Rules as may be amended from time to time.

4. **PROJECT PROPONENT'S OBLIGATION TO COMPENSATE IN EVENT OF REVERSAL**

4.1 The Project Proponent shall comply with the VCS Program Rules relating to or in connection with Compensation, including any actions which may be undertaken by Verra in respect of such Compensation, and accordingly shall not argue to the contrary.

- 4.2 Without limiting the generality of Clause 4.1, in respect of an Unavoidable Reversal:
- (a) the Project Proponent shall Compensate the AFOLU Buffer Account where the Unavoidable Reversal occurs at any time between the date of this Deed and the end of the Total Project Crediting Period (both dates inclusive); and
 - (b) the Project Proponent's obligation to Compensate shall be as follows:
 - (i) the Project Proponent shall Compensate the AFOLU Buffer Account with an amount of GHG credits equivalent to the additional number of AFOLU Buffer Credits cancelled after the Unavoidable Reversal, above the number of AFOLU Buffer Credits previously contributed by the Project. The GHG credits deposited to replenish the AFOLU Buffer Account after an Unavoidable Reversal (and which therefore become AFOLU Buffer Credits) shall never be eligible for release back to the Project; and
 - (ii) where further GHG ERRs are available for VCU issuance after the AFOLU Buffer Account is replenished, additional GHG credits shall be deposited in the AFOLU Buffer Account as AFOLU Buffer Credits, in accordance with the Buffer Credit Deposit Provisions, and applying the non-permanence risk rating to only those remaining GHG ERRs available for VCU issuance.
- 4.3 Without limiting the generality of Clause 4.1, in respect of an Avoidable Reversal:
- (a) the Project Proponent shall Compensate the AFOLU Buffer Account in the event the Avoidable Reversal occurs at any time between the date of this Deed (such date inclusive) and such date as specified in the VCS Program Rules, irrespective of whether such Avoidable Reversal occurs during the Total Project Crediting Period, or after the Crediting Period;
 - (b) where the Project has a Total Project Crediting Period of at least 40 years, the Project Proponent's obligation to Compensate shall be as follows:
 - (i) the Project Proponent shall Compensate the AFOLU Buffer Account with an amount of GHG ERRs or VCUs equivalent to the full Reversal. No further VCUs shall be issued to the Project or any other project registered solely with the Project Proponent, or a combination of project proponents including the Project Proponent, under the VCS Standard, until the deficit is remedied. The GHG credits deposited to replenish the AFOLU Buffer Account after an Avoidable Reversal (and which therefore become AFOLU Buffer Credits) shall never be eligible for release back to the Project; and
 - (ii) where further GHG ERRs are available for VCU issuance after the AFOLU Buffer Account is replenished, additional GHG credits shall be deposited in the AFOLU Buffer Account as AFOLU Buffer Credits, in accordance with the Buffer Credit Deposit Provisions and having applied the non-permanence risk rating to only those remaining GHG ERRs available for VCU issuance; and
 - (c) where the Project has a Total Project Crediting Period of less than 40 years and a reversal occurs after the end of the Total Project Crediting Period, but before year 40, the Project Proponent's obligation to Compensate shall be as follows:
 - (i) the Project Proponent shall Compensate the AFOLU Buffer Account with an amount of GHG ERRs or VCUs equivalent to the full Reversal. No further VCUs shall be issued to the Project or any other project registered solely with the Project Proponent, or a combination of project proponents including the Project Proponent, under the VCS Standard, until the deficit is remedied. The GHG credits deposited to replenish the AFOLU Buffer Account after an

Avoidable Reversal (and which therefore become AFOLU Buffer Credits) shall never be eligible for release back to the Project.

5. REPRESENTATIONS AND WARRANTIES, INDEMNITIES AND ACKNOWLEDGMENTS

- 5.1 The Project Proponent represents and warrants to Verra, as at the date of this Deed, and at all times until the termination of this Deed that it has power to enter into, perform and delivery and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.
- 5.2 In the event of any breach of a representation, warranty, undertaking or other obligation by the Project Proponent under this Deed, the Project Proponent shall indemnify Verra for any loss, damage or injury suffered by Verra flowing from such breach.
- 5.3 The Project Proponent acknowledges and agrees that:
- (a) Verra may rely on and enforce the terms of this Deed; and
 - (b) Verra reserves the right to take action against the Project Proponent in the event of a Reversal, including the recourse available to Verra pursuant to the VCS Program Rules and the Verra Registry Terms of Use.

6. LIMITATION OF LIABILITY OF VERRA

- 6.1 In relation to this Deed (including any Loss Event or any Compensation pursuant to this Deed), the Project Proponent agrees that it shall assume full responsibility and risk of loss, and shall have no claim whatsoever against Verra and its agents (which term shall include Verra's independent contractors and the Verra Registry Software Provider (as defined in the Verra Registry Terms of Use)), other than where liability is determined by final adjudication to have been caused by either of the following:
- (a) fraud, gross negligence or wilful misconduct on the part of Verra, its independent contractors or its agents; or
 - (b) any other liability which cannot be limited or excluded by applicable law.
- 6.2 Subject to Clause 6.1, Verra's liability relating in any way, whether directly or indirectly, to this Deed (including any Loss Event or any Compensation pursuant to this Deed), whether caused by the negligence of Verra or otherwise, and regardless of whether any claim for damages is based on contract, tort, strict liability or otherwise, is limited to \$10,000.
- 6.3 In no event shall Verra, its independent contractors or its agents, be liable for any of the following:
- (a) consequential, incidental, special, exemplary, punitive or indirect damages;
 - (b) economic or commercial loss; or
 - (c) any loss of use, loss of data, loss of business, personal injuries, or property damages, sustained by the Project Proponent or any third party, and even if Verra has been advised by the Project Proponent any third party of the possibility of any such loss or damages, the Project Proponent hereby releases and discharges Verra, its independent contractors and its agents from any liability with respect to any such loss, damage or injury incurred by the Project Proponent, in connection with or relating to the Compensation and this Deed.

7. MISCELLANEOUS

- 7.1 **Variation and Waiver:** No variation or waiver of this Deed or any part thereof shall be effective unless it is in writing and signed by all Parties.
- 7.2 **Partial Invalidity:** If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- 7.3 **Entire Agreement:** This Deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.4 **Costs and Expenses:** Unless otherwise specified in this Deed, the Project Proponent shall bear its own costs in connection with this Deed and otherwise with the negotiation, preparation and execution of this Deed and any other documents referred to in this Deed. For the avoidance of doubt, costs in connection with any Reversal or Compensation shall solely be borne by the Project Proponent.
- 7.5 **Third Party Rights:** Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 7.6 **Counterparts:** This Deed may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which shall together constitute one and the same instrument.
8. **SOVEREIGN IMMUNITY**
- 8.1 To the extent that the Project Proponent 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 Project Proponent waives all such rights to the fullest extent permitted by law.
9. **GOVERNING LAW AND DISPUTE RESOLUTION**
- 9.1 **Governing Law:** This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law to the exclusion of any other law which may be imputed in accordance with choice of law rules applicable in any jurisdiction.
- 9.2 **Mediation and Arbitration:**
- (a) In the event of any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination and any non-contractual obligations arising out of or in connection with it (a "**Dispute**"), the Parties first shall attempt to settle such claim or controversy by mediation administered by JAMS, which mediation shall take place in Washington, DC. Either Party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested, including the amount sought in the Dispute.
 - (b) The Parties will cooperate with JAMS and one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally its costs. At least fifteen (15) days prior to the commencement of the mediation, the Party seeking to mediate (the "**Demanding Party**") shall give the other Party all documents available to the Demanding Party that support its position in the Dispute. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and

attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

- (c) Any Dispute that has not been resolved by mediation as provided herein within thirty (30) days after commencement of the mediation shall be finally resolved by arbitration administered by JAMS and all proceedings shall be held in Washington, DC which shall be the seat of the arbitration proceedings. The arbitration will be conducted in accordance with the provisions of JAMS's Comprehensive Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The number of arbitrators shall be one. The Parties will cooperate with JAMS and with one another in selecting an arbitrator from JAMS panel of neutrals, and in scheduling the arbitration proceedings. The Parties shall participate in the arbitration in good faith. The governing law of this arbitration agreement is English law.
- (d) The provisions of this Clause 9 may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including attorney fees, to be paid by the Party against whom enforcement is ordered.
- (e) Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any Dispute.
- (f) Except as otherwise provided herein, each Party shall be responsible for the payment of all of its costs associated with the resolution of any Dispute, whether in mediation, arbitration or before a court of law, including but not limited to any filing fees, mediator or arbitrator fees, its reasonable attorneys' fees, and other costs incurred in such proceeding, provided that if a Dispute is initiated in bad faith, as determined by the mediator, arbitrator or court, the Party initiating the dispute shall be responsible for all of the other Party's defence costs.

10. PARTIAL RELEASE OF PROJECT PROPONENT

- 10.1 In the event that the Project Proponent ceases to be a project proponent ("**Released Project Proponent**"), the Released Project Proponent undertakes to ensure the new project proponent shall execute a deed on similar terms to this Deed, to the satisfaction of Verra.

11. TERMINATION

- 11.1 Subject to Clause 11.2, this Deed will terminate after 102 years following the Crediting Period Start Date.
- 11.2 In the event the Project Proponent ceases to be the project proponent in respect of the Project, and a new project proponent (hereinafter referred to as the "**Acceding Project Proponent**") enters into an agreement with Verra on similar terms to this Deed (including in particular, providing for Compensation by the Acceding Project Proponent in the event of a Reversal), this Deed shall terminate on the date of such agreement between Verra and the Acceding Project Proponent, subject to the proviso that any rights and obligations accrued by the Parties prior to termination under this Agreement shall survive termination (including Verra's rights under Clauses 4.2, 4.3 and 6).

Execution Page

IN WITNESS whereof the Project Proponent has duly executed and delivered this Deed on the date first set out above.

[NOTE: This deed may be signed by either: (a) a director and a company secretary; (b) two directors, or (c) one director in the presence of a witness who attests such signature. Please seek your own legal advice on execution of deeds (particularly in respect of (1) non-English incorporated entities; and (2) attestation for option (c)).]

(1)

Executed and Delivered as a Deed by WILDLIFE WORKS CARBON, LLC acting by:

<i>[Where this deed is signed by: (a) two directors, or (b) one director and one secretary]</i>		
_____ [signature of first director]	and	_____ [signature of second director or secretary]
_____ [print name of first director] Director		_____ [print name of second director or secretary] [Director / Secretary]
<i>[Where this deed is signed by: (c) one director in the presence of a witness.]</i>		



[signature of director]

Name: MICHAEL A. KORCHINSKY

Director

In the presence of:

I confirm that I was physically present when
Michael A. Korchinsky signed this deed



[signature of witness]

Name: Lina Nguyen

Address: 495 Miller Ave, Ste. 100, Mill Valley, CA 94941

Occupation: Executive Assistant / Office Manager

SCHEDULE

Project:	<i>[Insert Project ID, and Project Name]</i>
Project Proponent:	<i>[Insert name and details of Project Proponent]</i>