
DECLARATION OF AGENCY AND COMMUNICATIONS
AGREEMENT

代理和通信协议声明

BY

通过

HONGHE GUANGYUAN HYDROPOWER
DEVELOPMENT CO., LTD ("REGISTRY USER") AND
AND

红河广源水电开发有限公司（“注册处用户”）

GOLDCHINA CONSULTANCY INTERNATIONAL CO.,
LTD. ("AUTHORIZED REPRESENTATIVE")

和北京景源丰华国际咨询有限公司（“授权代表”）

THIS DECLARATION OF AGENCY AND COMMUNICATIONS AGREEMENT is made on
12/01/2022

本代理和通讯协议声明于 2022 年 01 月 12 日做出

BETWEEN

在

Honghe Guangyuan Hydropower Development Co., Ltd, located at Building 780, Hongzhuyuan Community, Mengzi City, Yunnan province, P.R.of China ("Registry User") .

红河广源水电开发有限公司，位于中国云南省蒙自市红竺园小区 780 号楼（“注册处用户”）。

Goldchina Consultancy International Co., Ltd. Room 2801, Unit 6, Building 1, Tangning One, No. 16, Zhongguancun East Road, Haidian District, Beijing, PRC

北京景源丰华国际咨询有限公司，位于北京市海淀区中关村东路 16 号院唐宁 one 1 号楼 6 单元 2801 室（以下简称“授权代表”）。

RECITALS

双方共识：

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

鉴于，Verra 经营 Verra 注册处（“注册处”）；

WHEREAS, Registry User is a Project Proponent and/or User with an account in the Registry and

鉴于，注册处用户是项目发起人和/或在注册处拥有账户的用户，

desires to appoint Authorized Representative as its agent and contract with Authorized

希望指定授权代表作为其代理人，并与授权代表签订合同，

Representative to access the Registry on its behalf;

代表其联系注册处；

WHEREAS, Authorized Representative and/or Registry User may have access to certain confidential

鉴于，授权代表和/或注册处用户可能有权访问注册处中包含的某些机密信息和

information and materials contained in the Registry (the "Confidential Information"); and

材料（“机密信息”）；和

WHEREAS, such access to the Registry by Registry User and/or Authorized Representative is

WHEREAS, such access to the Registry by Registry User and/or Authorized Representative is
鉴于，登记用户和/或授权代表对登记处的访问受注册处使用条款
governed by rights and obligations established by or under the Registry Terms of Use (the "Terms of
(“使用条款”)、注册处操作程序和 Verra 的其他协议、
Use"), the Registry Operating Procedures and such other agreements, manuals and practices of
手册和实践（合称“操作文件”）规定的权利和义务管辖；
Verra, as applicable (collectively, the "Operative Documents");

DECLARATION

公告

1. INTERPRETATION

1. 解释

1.1 In this Agreement:

1.1 在本协议中：

Unless otherwise defined below, capitalized terms used in this declaration have the same meaning as
除非下文另有规定，本声明中使用的大写术语与使用条款中的含义相同。
in the Terms of Use.

"Program" means VCS Standard

“计划”是指 VCS 标准

"Project" means *Nansha Hydropower Project in Yunnan Province, China(VCS No.: 884)*

“项目”是指云南省红河南沙水电项目（VCS 编号：884）

"Project Documents" means the documents required to list and assess a project, as set out in the

“项目文件”是指列出和评估项目所需的文件，如 Verra 网站上公布的
relevant Verra program rules published on the Verra website, to be read in accordance with the
相关 Verra 计划规则所述，将根据 Verra 登记册的使用条款阅读；

Terms of Use of the Verra Registry;

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

“项目所有权”是指控制和经营项目活动的法定权利;

"Project Proponent" means the individual/s or organization/s that hold overall control and

“项目发起人”是指对项目拥有总体控制权和个人或组织,

responsibility for a project, or an individual or organization that together with others, each of which is

或与其他人一起对项目活动拥有总体控制权或责任的个人或组织,

also a Project Proponent, has overall control or responsibility for the project activities. Project

其中每个人都是项目发起人。

Proponents include but are not limited to the entity/entities that can demonstrate Project Ownership in

项目发起人包括但不限于能够证明项目所有权的实体。

respect of a project.

2. DECLARATION OF AGENCY

2.代理声明

NOW, THEREFORE, acknowledging that Verra will rely on the truth, accuracy and completeness of

因此,注册处用户和授权代表确认 Verra 将信任以下声明的真实性、

the declarations made below, Registry User and Authorized Representative declare:

准确性和完整性:

SCOPE AND EXCLUSIVITY

范围和排他性

2.1 Pursuant to a binding, legally enforceable agreement entered into by and between the

2.1 根据注册处用户与授权代表之间签订的具有约束力的、

Registry User and Authorized Representative (the "Grant of Authority"), Authorized
法律上可执行的协议（“授权授予”），

Representative is authorized to act on behalf of the Registry User with respect to the Project
授权代表被授权代表注册处用户

and/or the Registry User's account(s) in the Registry on the following terms:

就项目按以下条款行事：

(a) **Option 1 - full agency** Authorized Representative shall have all of the

(a) 备选方案 1-全权代理授权代表应具有操作文件中

applicable rights and responsibilities described in the Operative Documents
所述的所有适用权利和责任，

as if Authorized Representative were the Project Proponent and/or Registry
如同授权代表是项目发起人和/或登记处用户一样；

User;

2.1.2 Authorized Representative agrees to be bound by the Operative Documents,

2.1.2 授权代表同意受操作文件的约束，

including but not limited to the limitations of liability and indemnification provisions

包括但不限于其中包含的法律责任限制和赔偿条款；

contained therein;

2.1.3 Authorized Representative is authorized to communicate and transact with Verra as

2.1.3 授权代表被授权就第 2.1.1 节所列活动范围与作为注册处用户

Registry User's sole and exclusive agent for the scope of activities listed in section

唯一和独家代理与 Verra 进行沟通和交易；

2.1.4 Verra is authorized to communicate and transact directly and exclusively with

2.1.4 Verra 有权就第 2.1.1 节所列的活动范围，

Authorized Representative as Registry User's agent for the scope of activities listed

与作为注册处用户代理的授权代表直接和独家进行沟通和交易；

in section 2.1.1; and

和

2.1.5 Registry User will abide by any direction duly issued by Verra to Authorized

2.1.5 注册处用户将遵守 Verra 向授权代表正式发布的任何指示。

Representative.

CONTINUING RESPONSIBILITIES AND LIABILITIES OF REGISTRY USER

注册处用户的责任和义务

2.2 Notwithstanding any other provision of this Agreement, Registry User 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 Registry User from Liability for any obligations not satisfied by Authorized Representative, financial or otherwise.

2.2 尽管本协议有任何其他规定，注册处用户仍应遵守有效文件的所有条款和条件，包括但不限于对 Verra 和 Verra 注册处软件提供商的责任。默认授权代表根据有效文件支付规定的所有到期或即将到期的款项。授权代表支付本协议项下任何此类款项的授权不得免除注册处用户对授权代表未履行的任何义务、财务或其他义务的责任。

RELIANCE AND INDEMNITY, DUTY TO INFORM, LIABILITY OF WAIVER

信赖与赔偿、告知义务、弃权责任

2.3 Registry User 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. Registry User 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.

2.3 注册处用户和授权代表均承认、接受并打算，Verra 和 Verra 注册处软件供应商将信任本声明中有关事项的真实性、准确性和完整性，包括但不限于确保遵守有效文件。注册处用户和授权代表均承认并接受，如果本协议不真实、无效、不准确或不完整，或者本协议到期或被撤销，Verra 和 Verra 注册处软件提供商可能遭受损失和损害，双方同意赔偿 Verra 和 Verra 注册处软件提供商的任何此类损失和损害。

2.4 Registry User 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.

2.4 注册处用户和授权代表有义务在本协议中的任何声明不再有效、不再可执行、不再真实、不再准确或完整时及时通知 Verra，或在获悉任何声明在作出时无效、不可执行、不真实、不准确或完整时尽快通知 Verra。

2.5 Until such time as Verra receives written notification of any change to any declaration herein, signed by both the Registry User 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 Registry User and Authorized Representative as to the subject matter of this Agreement.

2.5 直到 Verra 收到由注册处用户和授权代表或其中任何一方签字的书面通知，以及另一方已收到通知的证明，Verra 有权依据本声明管理其与注册处用户和授权代表的关系。

2.6 Nothing in this Agreement shall be construed to create or give rise to any liability on the part of Verra, and Registry User and Authorized Representative expressly waive any claims that may arise against Verra and the Verra Registry Software Provider under this Agreement.

2.6 本协议中的任何内容均不得解释为造成或引起 Verra 的任何责任，注册处用户和授权代表明确放弃根据本协议可能对 Verra 和 Verra 注册处软件提供商提出的任何索赔。

2.7 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.

2.7 本协议不得解释为修改任何操作文件，如果本协议与操作文件之间存在冲突，以适用的操作文件为准。

3. NOTICE

3.通知

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.

3.1 必须在声明生效前至少三十（30）天向 Verra 提供本声明变更的书面通知。

3.2 Notice must be given in accordance with the Terms of Use.

3.2 必须根据使用条款发出通知。

4. **CONFIDENTIALITY**

4. 保密

4.1 In the context of Authorized Representative's access to the Registry on Registry User'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.

4.1 在授权代表代表注册处用户访问注册处的情况下，授权代表也可以访问其中包含的某些机密信息。授权代表使用保密信息仅用于执行第 2.1.1 节所列的活动范围。授权代表不得出于任何其他目的，包括但不限于出于任何原因使用、出售或以其他方式处置登记册中包含的任何保密信息。

5. **REPRESENTATIONS**

5. 申述

5.1 Registry User and Authorized Representative each hereby represent and warrant that:

5.1 注册处用户和授权代表特此声明并保证：

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.

5.1.1 提供的与本协议有关的所有事实信息在所有重大方面都是真实、准确和完整的，我没有、也不会做出或提供与本协议有关的虚假、欺诈或误导性陈述或信息。

5.2 Registry User and Authorized Representative each hereby acknowledge and agree that:

5.2 注册处用户和授权代表特此确认并同意:

5.2.1 I have read, understood and will abide by the Operative Documents;

5.2.1 我已阅读、理解并将遵守操作文件;

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 Registry User, Authorized Representative or any other party involved in the Project as a consequence of such amendment;

5.2.2 Verra 有权在任何时候修改任何有效文件, 且不对注册处用户、授权代表或项目涉及的任何其他方因此类修改而遭受的任何损失或损害或任何类型的责任承担任何责任;

5.2.3 The following persons may rely on and enforce the terms of this Agreement:

5.2.3 以下人员可依赖并执行本协议的条款:

(a) Verra;

(a) VERRA;

(b) the Verra Registry Software Provider;

(b) Verra 注册处软件提供商;

(c) each person who is a User with an account in the Registry holding Instruments relating to the Project at any given time;

(c) 在任何给定时间, 在注册处拥有账户并持有项目相关文件的每个用户;

(d) each person on whose behalf Instruments relating to the Project were retired by a User;

(d) 与项目有关的根据用户相关指示退出的人员;

(e) each of the successors and assigns of those persons listed in clauses (a)(b)(c) and (d).

(e) 第 (a) (b) (c) 和 (d) 条所列人员的继任者和受让人。

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.

5.2.4 Verra 注册软件供应商 Verra 或其各自的附属公司、董事、雇员、代理人、许可人和/或承包商均不对因本协议或提交给注册处的项目文件中的错误信息引起的任何索赔负责，以获取间接、间接、间接、间接的信息，特殊、惩罚性或惩戒性损害赔偿，包括但不限于用户、项目发起人、验证/验证机构、独立评估专家或任何其他第三方对 Verra 或 Verra 登记处提出的索赔。无论是否实际知道或可预见此类损害，本款均应适用。

6. GOVERNING LAW AND JURISDICTION

6.适用法律和管辖权

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.

本协议及其产生或与之相关的任何非合同义务受哥伦比亚特区法律管辖，哥伦比亚特区法院对解决因本协议产生或与本协议相关的任何争议具有专属管辖权，包括与本协议存在相关的争议，本协议的有效性或终止或其无效的后果。

7. SOVEREIGN IMMUNITY

7.主权豁免

To the extent that the Registry User 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 Registry User and Authorized Representative waives all such rights to the fullest extent permitted by law.

如果登记用户或授权代表享有与其资产或其在本协议项下的义务有关的抵销、诉讼、执行、扣押或其他法律程序的豁免权，登记处用户和授权代表在法律允许的最大范围内放弃所有此类权利。

8. COUNTERPARTS

8.副本

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.

本协议可签署多份副本，每份副本在签署和交付时均为原件，所有副本共同证明同一协议。

9. DELIVERY AND EFFECT

9.生效日是

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

本协议于本协议开头所述日期生效。

10. ELECTRONIC TRANSACTIONS

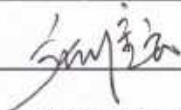
10.电子签署

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.

在法律允许的范围内，就本协议而言，双方理解并同意，以电子方式签署、执行或提交的任何文件将具有与使用实物文件执行相同程序相同的法律效力。

EXECUTED by Honghe Guangyuan Hydropower Development Co., Ltd as an Agreement

由红河广源水电开发有限公司作为协议签署



Zhang Xiongyun

张雄云

Signature of director

主任签字

Name of director

主任姓名



Zhang Jin

张晋

Signature of director/secretary

秘书签字

Name of director/secretary

秘书姓名

EXECUTED by Goldchina Consultancy International Co., Ltd. as an Agreement

由北京景源丰华国际咨询有限公司作为协议签署

Zheng Zhaoning

Zheng Zhaoning

郑照宁

Signature of director

主任签字

Name of director

主任姓名

Signature of director/secretary

秘书签字

Name of director/secretary

秘书姓名