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VERRA REGISTRY COMMUNICATIONS AGREEMENT

BY

**HELPS INTERNATIONAL INCORPORATED**

**C-QUEST CAPITAL LLC**

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**THIS VERRA REGISTRY COMMUNICATIONS AGREEMENT** is made on **29 March 2023**

**BETWEEN**

**HELPS International Incorporated, Calzada Atanasio Tzul 21-00 Zona 12, Complejo Empresarial El Cortijo II, Bodega 517, 01007 Guatemala; and**

**C-Quest Capital LLC 1015 18th Street, NW Suite #730, Washington, DC 20036, USA.**

**RECITALS**

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

WHEREAS, each of the Registry Users are Project Proponents for the same Project;

WHEREAS, the Registry Users desire to nominate the Authorized Representative to access the Registry and communicate with Verra on their behalf for specified activities related to the Project;

WHEREAS, the Registry Users may have access to certain confidential information and materials contained in the Registry (the "Confidential Information"); and

WHEREAS, such access to the Registry by the Registry Users 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");

## **1. INTERPRETATION**

### **1.1 In this Agreement:**

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

**"Authorized Representative"** means the Registry User authorized to communicate with Verra for the listed scope of activities in accordance with section 2.1.1;

**"Program"** means **Verified Carbon Standard (VCS)**;

**"Project"** means **ONIL Stoves – Guatemala – Uspantán, and ONIL Stoves – Guatemala – CPA 002**;

**"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 the 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. Project Proponents include but are not limited to the entity/entities that can demonstrate Project Ownership in respect of the Project.

## 2. COMMUNICATIONS AUTHORITY

NOW, THEREFORE, acknowledging that Verra will rely on the truth, accuracy and completeness of the information provided below, the Registry Users declare:

### SCOPE AND EXCLUSIVITY

- 2.1 Pursuant to a binding, legally enforceable agreement entered into by and between the Registry Users or otherwise evidenced by the signing of this Agreement (the "Grant of Authority"), **C-Quest Capital LLC** (the "Authorized Representative") is authorized to communicate and transact with Verra on behalf of the Registry Users with respect to the Project on the following terms:
- 2.1.1 The Authorized Representative is authorized to undertake the following scope of activities on behalf of the Registry Users with regard to the registration of the Project in, and submission of Project-related data to, the Registry:
- (a) communicating with and providing instructions to Verra;
  - (b) registering Project in the 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) making payments on behalf of Registry Users; and
  - (g) 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 Verra is authorized to communicate and transact directly and exclusively with Authorized Representative for the scope of activities listed in section 2.1.1; and
- 2.1.3 Each Registry User will abide by any direction duly issued by Verra to the Authorized Representative.

### CONTINUING RESPONSIBILITIES AND LIABILITIES OF REGISTRY USERS

- 2.2 Notwithstanding any other provision of this Agreement, the Registry Users is/are 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 the 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 Users from Liability for any obligations not satisfied by Authorized Representative, financial or otherwise.

### RELIANCE AND INDEMNITY, DUTY TO INFORM, LIABILITY OF WAIVER

- 2.3 Each Registry User recognizes, accepts and intends that Verra and the Verra Registry Software Provider will rely upon the truth, accuracy and completeness of the authority granted herein and matters including but not limited to assuring compliance with the Operative Documents. Each Registry User recognizes and accepts that Verra and the Verra Registry Software Provider may suffer losses and damages if any authority 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 Each Registry User has a continuing duty to notify Verra if and when any authority herein ceases to be valid, enforceable, truthful, accurate or complete, or as soon as possible upon learning that any authority 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 authority, signed by each of the Registry Users, or by all them together with certification that the other(s) has/have been notified, Verra shall be entitled to rely on this Agreement as governing its relationship with Registry Users with respect to communications with the Registry.
- 2.6 Nothing in this Agreement shall be construed to create or give rise to any liability on the part of Verra or the Verra Registry Software Provider, and each Registry User expressly waives any claims that may arise against Verra and the Verra Registry Software Provider under this Agreement.
- 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.

### 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 behalf of Registry Users, 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 Each Registry User hereby represents and warrants 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 Each Registry User hereby acknowledges and agrees 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 a Registry User as a consequence of such amendment;
- 5.2.3 Verra is not aware of, and takes no responsibility for, the private contractual arrangements and property rights between or among Registry Users and all Registry Users bear full responsibility for the continuing validity of such arrangements and rights.
- 5.2.4 The following persons may rely on and enforce the terms of this Agreement:
- (a) Verra;
  - (b) 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).
- 5.2.5 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 Software Provider 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. 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.

**7. SOVEREIGN IMMUNITY**

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

**8. 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.


**9. DELIVERY AND EFFECT**

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

10. **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 HELPS International Incorporated as an Agreement**

  
\_\_\_\_\_  
Stephen Miller \_\_\_\_\_

Signature of director


Name of director

  
\_\_\_\_\_  
Jose Luis Loarca \_\_\_\_\_

Signature of director/secretary

Name of director/secretary

**EXECUTED by C-Quest Capital LLC as an Agreement**

  
.....  
Ken Newcombe

Signature of director

Name of director

  
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Signature of director/secretary

Isabel Alegre

Name of director/secretary