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VCS VERIFICATION DEED OF REPRESENTATION

BY

TÜV SÜD South Asia Pvt. Ltd

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**THIS DEED OF REPRESENTATION** is made on 10<sup>th</sup> October 2019

**BY**

TÜV SÜD South Asia Pvt. Ltd, Solitaire, I.T.I. Road, Aundh, Pune- 411007, India (as **VVB**)

**THIS DEED WITNESSES** as follows:

1. **INTERPRETATION**

1.1 In this Deed:

"**Accountholder**" means any person holding a VCU account with a Verra Registry;

"**AFOLU**" means agriculture, forestry and other land use;

"**GHG**" means greenhouse gas;

"**GHG Program**" means a formal or organized program, scheme or arrangement for the recognition of activities leading to Reductions, or the crediting or issuance of instruments representing, or acknowledging, Reductions;

"**Project**" means "Reforestation and Restoration of degraded mangrove lands, sustainable livelihood and community development in Myanmar";

"**Project Crediting Period**" means the time period for which GHG emission reductions or removals generated by the Project are eligible for issuance as VCUs (the rules with respect to the length of such time period and the renewal of the project crediting period are set out in the *VCS Standard*);

"**Project Ownership**" means the legal right to control and operate the project activities. Distinct from proof of right;

"**Project Proponent**" means an individual or organization that has 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. The entity(s) that can demonstrate Project Ownership in respect of the Project. For the avoidance of doubt where an individual executes this Representation in their capacity as an authorized office holder of the company who is the Project Proponent, this Representation is made by the company, not the authorized office holder;

"**Reduction**" means a reduction or removal of one tonne of CO<sub>2</sub>e caused by the activities of a Project during the Project Crediting Period;

"**Validation/Verification Body**" or "**VVB**" means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the VCS Program Rules;

"**VCS Program**" means the GHG Program operated by Verra which establishes the rules and requirements that operationalize the VCS to enable the validation of GHG projects and the verification of GHG emission reductions and removals;

"**VCS Program Rules**" means the rules and requirements set out in the *VCS Program Guide*, the *VCS Standard* and the other VCS Program documents, as such rules and requirements may be updated from time to time;

**"Verification Report"** means the written report of verification covering the Reductions generated by the Project from 15 June 2018 to 14 June 2019 and prepared by the VVB in accordance with the VCS Program Rules; and

**"Verified Carbon Unit" (VCU)** means a unit issued by, and held in a Verra Registry representing the right of an Accountholder in whose account the unit is recorded, to claim the achievement of a Reduction that has been verified by a validation/verification body in accordance with the VCS Program Rules. Recordation of a VCU in the account of the Accountholder at a Verra Registry is *prima facie* evidence of that Accountholder's entitlement to that VCU.

**"Verra Project Database"** means the central project database that records all projects registered and VCUs issued under the VCS Program, and provides public access to all project and VCU information, including retirement and tracking of the AFOLU pooled buffer account;

**"Verra Registry"** means a registry operating within the Verra Registry System and holding a current, valid agreement with Verra to provide registry services on behalf of Verra. Verra Registries interact with the Verra Project Database to issue VCUs, and hold, transfer (to and from other Verra registries), retire, suspend, cancel and provide custodial services for VCUs on behalf of its Accountholders;

**"Verra Registry System"** means the system established by the VCS Program, comprised of the Verra Project Database and the Verra Registries, to provide project proponents with the ability to register projects, and issue, transfer, hold and retire VCUs;

1.2 Documents referred to in this Deed but not defined shall be the VCS Program documents, as updated from time to time, to which the relevant term relates.

## 2. REPRESENTATIONS

2.1 I am the Validation/Verification Body in relation to the verification of the Project.

2.2 I hereby represent and warrant that:

2.2.1 I have independently verified the Reductions generated by the Project in accordance with the VCS Program Rules;

2.2.2 In relation to any validation findings and conclusions provided in the Verification Report, I have independently validated the Project's compliance with the VCS Program requirements as set out in the VCS Program Rules; and

2.2.3 All factual information that I provide in relation to this Deed or have provided in the Verification Report is to the best of my knowledge following due inquiry 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 Deed or the Verification Report.

2.3 I hereby acknowledge and agree that:

2.3.1 The following persons may rely on and enforce the terms of this Deed:

- (a) Verra;
- (b) each person who is an Accountholder holding VCUs relating to the Project at any given time;

- (b) each person who is an Accountholder holding VCUs relating to the Project at any given time;
- (c) each person on whose behalf VCUs relating to the Project were retired by an Accountholder; and
- (d) each of the successors and assigns of those persons listed in clauses 1.1.1(a), 1.1.1(b) or 2.3.1(c);

2.3.2 Neither Verra, the Verra Registries, 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 Deed or erroneous information within the Verification Report submitted to the Verra Registry System for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra or the Verra Registries by Accountholders, other Verra Registries, Project Proponents, other Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

2.3.3 I have read, understood and will abide by the VCS Program Rules; and

2.3.4 Verra has an absolute right to amend any of the VCS Program Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by the Validation/Verification Body or any other party involved in the Project in any way under the VCS Program as a consequence of such amendment.

**3. GOVERNING LAW AND JURISDICTION**

This Deed is governed by and interpreted in accordance with English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

**4. SOVEREIGN IMMUNITY**

To the extent that the Validation/Verification Body 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 Validation/Verification Body waives all such rights to the fullest extent permitted by law.

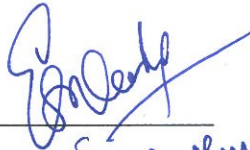
**5. COUNTERPARTS**

This Deed 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 deed.

**6. DELIVERY**

This Deed is delivered on the date written at the start of the Deed.

EXECUTED by TÜV SÜD South Asia Pvt. Ltd. as a deed

  
 \_\_\_\_\_ Signature of director  
 Eswar Hearly  
 \_\_\_\_\_ Name of director  
 Sr. Mgr - certification Body  
 TÜV SÜD South Asia

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Signature of director/secretary

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Name of director/secretary