

Article XIX. MISCELLANEOUS

Section 19.01 No Partnership. Nothing in this Agreement shall be construed to create a joint venture or partnership between the Parties or an agency relationship.

Section 19.02 Further Assurances. Each Party shall, and shall use reasonable efforts to procure that any necessary third party shall, from time to time, execute such documents and do such acts and things as the requesting Party may reasonably require for the purpose of giving the full benefit of this Agreement to the requesting Party including entering into user agreements or similar with the Registry and cooperating with the Registry Administrator and the Carbon Standard Body to provide any representations, documentation and any revisions, resubmissions and/or updates to any documentation as may be required, in each case by the Registry Administrator or the Carbon Standard Body.

Section 19.03 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and extinguishes any representations previously given or made with respect to its subject matter other than those given or made in this Agreement. This Agreement sets out the full extent of the Parties' obligations and liabilities as between each other arising out of or in connection with this Agreement and the Project, and there are no conditions, warranties, representations or terms, express or implied, that are binding on the Parties except as specifically stated in this Agreement. Any condition, warranty, representation or other term which might otherwise be implied into or incorporated in this Agreement, whether by statute, common law or otherwise, is hereby expressly excluded.

Section 19.04 Assignment; Financing.

(a) Either Party may, with the prior written consent of the other Party (which shall not be unreasonably withheld, conditioned, delayed or denied), assign, grant any security interest over, hold on trust, or otherwise transfer the benefit of the whole or any part of this Agreement. Notwithstanding the aforesaid, Supplier may assign any of its rights hereunder without the prior written consent of Buyer to (i) its Affiliates, (ii) an entity that acquires all or substantially all of the business or assets of Supplier, whether by merger, reorganization, acquisition, sale, or otherwise, or (iii) collaterally assign this Agreement and the Project for purposes of direct or indirect financing of the development, construction, operation, or maintenance of the Project or any refinancing thereof. Any purported assignment in violation of this Section 19.04(a) shall be voidable in the non-assigning Party's sole discretion.

(b) In connection with any financing of the Project described in Section 19.04(a)(iii), upon request by Supplier, Buyer agrees to reasonably cooperate with Supplier and its financing parties; provided that Buyer shall not be required to furnish a legal opinion or execute any documents in connection with such financing, except for a consent to collateral assignment in a form reasonably acceptable to Buyer. Supplier shall be responsible for any reasonable and documented costs and expenses incurred by Buyer in connection with such financing cooperation. This Section 19.04 shall not restrict (i) sales of Credits or equity interests in Supplier that otherwise comply with this Agreement, or (ii) any lawful foreclosure by a secured creditor pursuant to a collateral assignment that complies with this Section 19.04(b).

Section 19.05 Third Party Rights. Subject to the rights that may accrue to any successor or permitted assignees of the Parties, no provision of this Agreement is to be construed as creating any rights enforceable by a third party, and all third-party rights implied by law are, to the extent permissible by law, excluded from this Agreement.

Section 19.06 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

Section 19.07 Waiver. No waiver by either Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 19.08 Method of Payment. Wherever in this Agreement provision is made for the payment by one Party to the other, such payment shall be effected by crediting for same day value the account specified by the payee to the payer reasonably in advance and in sufficient detail to enable payment by telegraphic or other electronic means to be effected on or before the due date for payment.

Section 19.09 Costs. Each Party shall bear all costs incurred by it in connection with the preparation, negotiation and entry into this Agreement.

Section 19.10 Interest. If either Party fails to pay any sum when due under this Agreement (howsoever determined), it shall also be liable for (a) interest on such sum from the date when such payment was due until the date of actual payment (as well after as before judgment) at the lesser of nine percent (9%) per year or the highest rate permissible under [New York] law; and (b) reimbursement the other Party for all reasonable costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees and court fees.

Section 19.11 Notices.¹ Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing, using the communications methods set out below, and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, [inter]nationally recognized [same day or overnight] courier (with all fees prepaid), [or] email of a PDF document (with confirmation of transmission), [or certified or registered mail (in each case, return receipt requested, postage prepaid)]. A Notice is deemed to have been validly and effectively

¹ NTD: The notices provision may have to be adjusted depending on the location of the Parties taking into account that a certified letter will not arrive within three days in the case of an international delivery.

given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; [or] (b) if sent by email of a PDF document, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment)[or (c) if sent by certified or registered mail, return receipt requested, postage prepaid on the third Business Day after the date mailed].

If to Buyer:

[BUYER ADDRESS]

Email: [EMAIL ADDRESS]

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to:

[BUYER LAW FIRM]

Email: [EMAIL ADDRESS]

Attention: [ATTORNEY NAME]

If to Supplier:

[SUPPLIER ADDRESS]

Email: [EMAIL ADDRESS]

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to:

[SUPPLIER LAW FIRM]

Email: [EMAIL ADDRESS]

Attention: [ATTORNEY NAME]

Section 19.12 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified so as to be enforceable and as nearly as possible to reflect the original intention of the Parties, it being agreed and understood by the Parties that (a) this Agreement and all the terms and provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent by Applicable Law, and (b) the remainder of this Agreement shall remain in full force and effect.

Section 19.13 Counterparts. This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart. Delivery of an executed counterpart of this Agreement by electronic transmission in a Portable Document Format (PDF) or via DocuSign®, Adobe Sign, or equivalent, is equally effective as delivery of a manually executed counterpart hereof.

Section 19.14 Governing Law and Submission to Jurisdiction.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of [New York] without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the State of [New York].

(b) Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of [New York] in each case located in the City of [New York] and County of [New York], and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail in accordance with Section 19.11 shall be effective service of process for any suit, action, or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR RELATED TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 19.15 Equitable Relief. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 19.16 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to Sections, exhibits and schedules mean the Sections of, and exhibits and schedules attached to, this Agreement (unless explicitly indicated otherwise); (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits and schedules referred to herein are an integral part of this

Agreement to the same extent as if they were set forth verbatim herein. The term “day” means any calendar day. The term “in writing” shall include electronic transmission via confirmed email. References to “or” will be deemed to be disjunctive but not necessarily exclusive (*i.e.*, unless the context dictates otherwise, “or” will be interpreted to mean “and/or” rather than “either/or”).

Section 19.17 Survival. Articles VIII, IX, X, XIV, XV, XIX and Schedule 1 (*Definitions*) shall remain in full force and effect notwithstanding the expiry or termination of this Agreement. Any termination of this Agreement, howsoever caused, shall be without prejudice to any rights or remedies that may have accrued to a Party prior to such termination, and any provisions of this Agreement necessary for the exercise of such accrued rights or remedies shall survive the termination of this Agreement.