

DESIGNATION OF AUTHORITY

This Designation of Authority (“Designation”) is made this _____ day _____ of _____, 20__ by the following:

PRINCIPAL: _____ (“Principal”)

AGENT: _____ (“Account Holder Agent”).

RECITALS

WHEREAS, Principal is an Account Holder in the Climate Action Reserve program (the “Program”) of the Climate Action Reserve (the “Reserve”), an electronic system to serialize, transfer, track, and report carbon dioxide-equivalent emission reductions and Climate Reserve Tonnes (“CRTs”) as defined in the Climate Action Reserve Program Manual available at <http://www.climateactionreserve.org/how-it-works/program/program-manual/>. The data comprising the Program shall include emissions information inputted, verified and provided to the Reserve Administrator by a “User,” the entity agreeing to these Terms of Use and shall include such representative as the entity shall appoint and designate by this Designation;

WHEREAS, Principal desires to hire and/or contract with Account Holder Agent to access the Program on its behalf;

WHEREAS, Account Holder Agent and/or Principal may have access to certain confidential information and materials contained in the Program (the “Confidential Information”); and

WHEREAS, such access to the Program by Principal and/or Account Holder Agent is governed by rights and obligations established by or under the Terms of Use for the Program and by or under the Reserve’s Operating Procedures, Program Manual and Verification Program Manual and such other rules, agreements, manuals, guidelines and operating procedures and practices applicable to the Program (collectively, the “Operative Documents” and together with the Terms of Use, the “Reserve Agreements”).

DESIGNATION

NOW, THEREFORE, acknowledging that the Reserve will rely on the truth, accuracy and completeness of the designations made below, Principal and Account Holder Agent declare:

1. Exclusivity of Account Holder Agent’s Authority.

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Account Holder Agent, Account Holder Agent is authorized to act for Principal with respect to all activities regarding Principal’s data contained in the Program, including but not limited to creation of CRTs, transferring of CRTs, reviewing reports, making transfers of CRTs, receiving bills from the Reserve and paying the Fees and other amounts due to the Reserve (the “Authorized Rights and Responsibilities”). With respect to the Authorized Rights and Responsibilities, Account Holder Agent is authorized to communicate and

transact with the Reserve as Principal's sole and exclusive agent, and the Reserve is authorized to communicate and transact directly and exclusively with Account Holder Agent as Principal's agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by the Reserve to Account Holder Agent.

2. Specification of Authorized Rights and Responsibilities.

Account Holder Agent shall have all of the rights and responsibilities of an "Account Holder" under the Operative Documents. Account Holder Agent agrees to be bound by the Reserve Agreements, including but not limited to the limitations of liability and indemnification provisions contained therein.

3. Continuing Responsibilities and Liabilities of Principal.

3.1 The Authorized Rights and Responsibilities are the only rights, responsibilities and liabilities under the Reserve Agreements for which Account Holder Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the Reserve Agreements or otherwise that are not specified by Principal and Account Holder Agent in Section 2.

3.2 Notwithstanding any other provision of this Designation, Principal is not released from and shall remain liable for compliance with all of the terms and conditions of the Reserve Agreements, including without limitation indemnification of the Reserve, defaults under the Reserve Agreements committed by Account Holder Agent, and payment of all amounts due or to become due under the Reserve Agreements. Account Holder Agent's authorization to make payment of any such amounts hereunder shall not release Principal from liability for any obligations not satisfied by Account Holder Agent, financial or otherwise.

4. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.

4.1 Principal and Account Holder Agent each recognizes, accepts and intends that the Reserve will rely, upon the truth, accuracy and completeness of the designations herein in matters including but not limited to assuring compliance with the Reserve Agreements. Principal and Account Holder Agent each recognizes and accepts that the Reserve may suffer losses and damages if any designation is or becomes untrue, inaccurate or incomplete, and each agrees to indemnify the Reserve for any such losses and damages.

4.2 Principal and Account Holder Agent each has a continuing duty to notify the Reserve if and when any designation herein ceases to be truthful, accurate or complete. Until such time as the Reserve

receive written notification of any change to any designation, signed by both Principal and Account Holder Agent, the Reserve shall be entitled to rely perpetually on this Designation as governing its relationship with Principal and Account Holder Agent as to the subject matter of this Designation. Any written notice of changes to the designations herein must be provided to the Reserve at least thirty days in advance of their effectiveness.

4.3 Nothing in this Designation shall be construed to create or give rise to any liability on the part of the Reserve, and Principal and Account Holder Agent expressly waive any claims that may arise against the Reserve under this Designation. This Designation shall not be construed to modify any of the Reserve Agreements and in the event of conflict between this Designation and a Reserve Agreement, the applicable Reserve Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the Reserve Agreements, as applicable.

4.5 The Recitals are hereby incorporated into the body of this Designation.

5. Confidentiality.

In the context of Account Holder Agent's access to the Program on Principal's behalf, Account Holder Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Account Holder Agent is solely for the purpose of creating, transferring and retiring CRTs, providing data to the Reserve and the Program, reviewing reports created for Principal in the Program and the payment of Fees, and other amounts due under the Terms of Use. Account Holder Agent shall not access any Confidential Information contained in the Program 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.

6. Signature.

The Parties agree that this Designation entered into in connection with the Reserve's Terms of Use will be considered signed by an original signature when the signature of each of Principal and Account Holder Agent is delivered by facsimile transmission or e-mail. Such signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, Principal and Account Holder Agent execute this Designation to be effective as of the date written above or upon receipt of a fully executed original by the Reserve, whichever date is later.

ACCOUNT ID: _____

ACCOUNT NAME: _____

PRINCIPAL

ACCOUNT HOLDER AGENT

Name:
Title:
Organization Name:
Phone:
E-mail

Name:
Title:
Organization Name:
Phone:
E-mail:

