

BETWEEN BIOCARBON REGISTRY AND CLIMATE FUTURES

SERVICE PROVIDER INFORMATION	
NAME	BIOCARBON REGISTRY
NIT.	901.325.248-3
CLIENT INFORMATION	
NAME	CLIMATE FUTURES
IDENTIFICATION NUMBER	Passport 488074505
CONTRACT INFORMATION	
DATE	09/06/2022
CITY	Bogotá D.C.

This Agreement is entered by and between two parties. The first Part is **CLIMATE FUTURES**, with identification number NIT **82-4736975**, identified as appearing at the foot of its signature, with registered office in Miami Beach, hereinafter, and for the purposes of this contract shall be referred to as the **CLIENT**. The Second Part is the **PROVIDER**, referred to as it appears in the heading of this Agreement, represented in this act by its legal representative, identified as appearing at the bottom of its signature, and which for this Agreement will be called **BIOCARBON REGISTRY**

Through this Agreement, the Parties freely and voluntarily express their desire to sign a FRAMEWORK AGREEMENT ON **CERTIFICATION AND REGISTRATION FOR PROJECTS AND INITIATIVES**, consisting of the following clauses:

FIRST. Purpose. The purpose of this contract is to provide certification and registration services for climate change mitigation projects and/or biodiversity conservation initiatives, hereinafter "project", and for the registration and issuance of verified carbon credits or verified biodiversity credits, in accordance with the standard, requested by the client.

The CLIENT requires these services, as well as open an account in the CLIENT name. Through this account, the CLIENT keeps a record of registered credits. In return, the CLIENT accepts to pay under conditions described in clause fourth and by the provisions of services agreements.

Paragraph 1. If the CLIENT desires to include projects in the registry system after this contract signature, the client will request it through the registration platform, and through a Service Order the terms under which the project to be registered will be certified will be defined, as well as the price of the certification and other specific conditions.. BIOCARBON REGISTRY shall have no more than five (5) business days to accept or refuse the service provisions under the Service Agreement terms. After this period, it shall be considered accepted

Paragraph 2. Whatever is not defined in the Service Agreement shall comply with general provisions under this Framework Agreement.

SECOND. Obligations of BIOCARBON REGISTRY. Under this Agreement and the norms that regulate it, BIOCARBON REGISTRY must meet the following obligations:

- a) advise the CLIENT on functions detailed in this Agreement object;
- b) provide timely information and requirements of the Standard to achieve the purpose of this Agreement;
- c) indicate the objectives of the program methodologies, and guidelines that projects must comply with to the CLIENT for certification. This information is located on the website www.biocarbonregistry.com, which the CLIENT must consult. This information is an integral part of this Agreement and for its purposes constitutes and defines the Standard. In any case, it must comply with current regulations. Any addition or modification to the Standard shall affect Projects under not concluded certification processes and in the same verification period. In any case, BIOCARBON REGISTRY shall notify the CLIENT of the changes of the program in no later than three (3) days, unless changes are of current regulations;
- d) review the information of projects or initiatives submitted by the CLIENT to verify the guidelines of the Standard and directives, under applicable and existing laws. Provide the CLIENT with recommendations;
- e) confirm the CLIENT implements provided recommendations, and give instructions for later control and operativity;
- f) provide a Register System under required technical conditions and rigorous market conditions, with security and transparency for GHG mitigation projects and biodiversity initiatives;
- g) ensure the Standard complies with requirements under current legislation, and it can emit Carbon Credits and Biodiversity Credits;
- h) certify Projects or Biodiversity Initiatives that meet requirements and methodologies of the Standard, guidelines of applicable norms, and specifications of the BIOCARBON REGISTRY Standard;
- i) issue Verified Carbon Credits and/or Biodiversity Credits;
- j) respect the obligation of confidentiality regarding matters in which the confidentiality of the project must be preserved and proposed. All persons who in any way have contact with the services tended to this Agreement, presently or in the future, must respect and enforce the commitments, except for what by law or by contractual nature it is necessary to publish;
- k) provide security, traceability, stability, transparency, veracity, and capacity for the information systems needed to operate and use the registering platform. It includes appropriate response and solution times and incidents classification. These times must be no longer than twenty-four (24) hours after BIOCARBON REGISTRY identifies an incident or the CLIENTS reports it. In any event, the Verified Carbon Credits emission systems shall maintain its information integrity;
- l) others arising from the nature of this Agreement

THIRD. Obligations of the CLIENT. Under this Agreement, the CLIENT must meet the following obligations:

- a) to comply with the applicable regulations in vigor;
- b) comply with the rules and procedures defined by the standard;
- c) provide BIOCARBON REGISTRY with complete information and specifications of the projects to be certified in a timely manner;
- d) provide in a timely manner to BIOCARBON REGISTRY, the information and specifications of the credits to be transferred / withdrawn;
- e) pay BIOCARBON REGISTRY under conditions described in clause fourth and by the provisions of services agreements, under agreed times and conditions;
- f) others arising from the nature of this Agreement

Paragraph 1. The project holder who designed the project under BIOCARBON REGISTRY Standard and its methodologies, must certificate under BIOCARBON REGISTRY Standard and request Verified Carbon under BIOCARBON REGISTRY, for the defined period for the project. This condition may be modified through an agreement between BIOCARBON REGISTRY and the CLIENT, which establish special conditions for cancelling the register in BIOCARBON REGISTRY platform.

FOURTH. Payment and payment methods. Notwithstanding other payments required by certification and registration of initiatives requested by the CLIENT, to open an account in the name of the CLIENT cost **THREE HUNDRED** (\$300) American dollars (USD), to pay one time by transfer or consignment to the bank Checking Account Number 457069986497 of DAVIVIENDA, no more than ten (10) days later of this Agreement signature. The account management cost is equal to the opening cost, to be paid annually.

Paragraph 1. The CLIENT bears all legal retentions and discounts of payments.

Paragraph 2. The Parties will agree on the Services Agreement cost for each Certification, Register, and Transfer or Retirement of a Credit.

FIFTH. Modifications. This agreement may only be modified by mutual agreement of the parties, in which case it must be recorded in a written document.

SIXTH. Penalty clause and indemnity. The parties agree on a penalty clause equal to 20% of the total breached Services Agreement, to be paid by the Party in breach to the other Party. The later can enforce the collection of this debt the next day once the breach of Agreement occurs, without any obligation to provide a warning, demand or notice of default. Both parties waive these rights for the mutual benefit, and of maximum legally allowed interest is enforceable for every day in default of payment agreed in this clause. Penalty clause payment does not extinguish the principal obligation, and the latter can be separately enforced. The Party affected by the other failure to comply can sue it, to demand either fulfilment or cancelling the contract. In both cases, besides the completion or cancelling the contract, the Party affected by the failure of the other has

the right of indemnity of relevant damages, under article 870 of the Commerce code and articles 1546 and 1600 of the Civil Code. The parties consent that this Agreement copies with original signatures have the same as the original for judicial proceedings.

SEVENTH. Responsibility. BIOCARBON REGISTRY is responsible to the CLIENT and third parties for the Certifications of GHG emissions reductions non-acceptance or rejection when such comes to causes attributable to BIOCARBON REGISTRY. Therefore, this Agreement obliges BIOCARBON REGISTRY to return the received sum from the CLIENT indexed to the date of restitution. This sum is the amount paid for issuing the associated Declaration of GHG BIOCARBON REGISTRY (Certification of GHG mitigation Initiatives) that was not accepted. Moreover, BIOCARBON REGISTRY will be responsible for damages and prejudices due to this rejection.

EIGHTH. Integrity. The change or cancellation of any clause does not change the validity of this Agreement.

NINETH. Confidentiality and Habeas Data. The Parties are bound to keep in the strictest confidentiality of each and every information regarding the mandatory services of the CLIENT or that they become aware of because of these services. In doing so, they restrict the disclosure, exploitation, or transmission to third parties of the professional service entrusted, keeping the Party concerned unscathed and free from claims or claims for the improper use of the information. They also keep the concerned Party unscathed of any damage caused to third parties due to the contractual object development.

Failure to comply with this obligation shall hold the receiving Party liable for any damage caused to the other Party, without preventing the initiation of the corresponding civil and criminal actions against persons, natural or legal, who work or are in charge of the receiving Party, including the latter. All this, without prejudice to the obligation to provide the competent authority with all the information it requests, under current legal and normative dispositions, or to the requirement of publishing or providing information to third parties under this Agreement development and implementation. That is, and only, a summary of the mitigation initiative, coordinates, validation, and verification reports. The CLIENT gives BIOCARBON REGISTRY express authorization for sharing this information with the Registry to obtain unique serial certification and allocation for the VCC/VBC. Any additional information that BIOCARBON REGISTRY needs to publish has to be communicated and approved by the client previously. Notwithstanding the above, the CLIENT can reveal information about this Agreement and associated Service Agreements to affiliate societies.

TENTH. Independence and autonomy. BIOCARBON REGISTRY acts with technical, financial, managerial, and administrative autonomy and using its own staff; there is full independence between the Parties. The CLIENT does not contract any link with natural or legal persons BIOCARBON REGISTRY uses in its development. Likewise, BIOCARBON REGISTRY and the CLIENT do not generate any commercial link other than the one in this Agreement. Therefore, none is constituted as partner or shareholder and is not its general or special legal representative or commercial agent, nor there is a de fact partnership between them. Similarly, neither Party is authorized to assume or create obligations for the other, or take any action to make the appearance of having the authorization to represent the other. As a result of the preceding, each Party shall maintain unscathed the other for personal and individual responsibility that may arise against third parties due to its dependent personnel hired and under its supervision, or things served or held under dependent hired personnel care.

ELEVENTH. Taxes. Each Party assumes and is responsible for its applicable taxes.

TWELFTH. Agreement termination. This Agreement may be terminated by 1. Compliance with the time limit and the subject matter of the Agreement. 2. By mutual Agreement between the Parties. 3. For the proven impossibility of fulfilling the contractual object either by force majeure or fortuitous case.

THIRTEENTH. Notifications. Parties will receive notifications at the following addresses and to the next e-mails:

By BIOCARBON REGISTRY:	AK 7 # 67 – 02 Office 303, Bogotá D.C., Colombia
	legal@biocarbonregistry.com
By the CLIENT:	1815 Purdy Ave, Miami Beach, Estados Unidos
	jesse@climatefutures.com

FIFTEENTH. Conclusion. This Agreement is concluded, and the execution starts following the signature of this document.

It is signed on nine (9) days of June, 2022.



THE CLIENT,
CLIMATE FUTURES
NIT. 82-4736975



Jesse Uzzell
C.C. Passport 488074505

THE PROVIDER,
BIOCARBON REGISTRY
NIT 901.325.248-3