



MH Carbon Limited – Terms of Business

These Terms of Business (together with any schedules and contract notes), as amended from time to time, together form the Agreement between the client ("you", "yourself"), and MH Carbon Ltd., registered no: 07388433, ("MH-Carbon", "we", "ourselves" or "us").

This Agreement creates a binding contract under which you have legal obligations and sets out the terms in accordance with which we will enter into Transactions and provide such other services as agreed in writing from time to time. It is important that you read the Agreement carefully. If you do not understand anything or you are unsure whether to proceed you should speak to an appropriately qualified adviser who specialises in these types of Transactions.

Your attention is drawn to the Risk Warnings in section 14.

1. INTERPRETATION

In this Agreement:

"**Business Day**" – means a day which is not a Saturday or a Sunday and upon which banks are open for business in London.

"**Carbon Credits**" – is a generic term for any tradable certificate or permit representing the right to emit one tonne of carbon or carbon dioxide equivalent (tCO₂e). In these terms these primarily relate but are not restricted to those certified for trading in voluntary markets as part of voluntary emissions reductions (VER) schemes.

"**Certification**", "**Certifier**" and "**Certified**" each refer to the certification by the Verifier that, during a specified time period, the Project has achieved the GHG reductions. In these terms certification primarily is appropriate for the associated carbon credits to be traded in voluntary markets but is not so restricted and includes the VCS and the Gold Standards but does not preclude any other.

"**CDM**" means Clean Development Mechanism, being the mechanism, rules and modalities referred to in Article 12 of the Kyoto Protocol.

"**Confirmation**" – means a contract note confirming the size, price and date of a Transaction.

"**Contract VERs**" – means any and all GHG reductions generated by the Project and Verified and Certified to the VCS, the Gold Standard or other standard notified by us to you from time to time.

"**COP**" – means Conference of the Parties serving as a meeting of the parties to the Kyoto Protocol.

"**Data Protection Legislation**" - means the Data Protection Act 1998 (as amended or replaced) including related regulations and guidance;

"**DOE**" – means Designated Operational Entity, being an entity designated by the COP/MOP as qualified to validate proposed CDM project activities and/or to Verify and Certify GHG reductions.

"**GHG**" or "**GHGs**" - means Greenhouse Gases, being any of the six gases in Annex A to the Kyoto Protocol.

"**Gold Standard**" means the Gold Standard certification scheme for carbon credits in the voluntary offset market operated by the Gold Standard Foundation, as amended from time to time.

"**Gold Standard Carbon Credit**" means a carbon unit, being GHG reductions representing one metric tonne of carbon dioxide equivalent that has been calculated, Verified and Certified in accordance with the Gold Standard that qualifies to be registered in a Gold Standard registry.

"**Information**" – means personal information which you submit to us in your application, including information relating to Transactions that you carry out and your relationship with us.

"**Kyoto Protocol**" – means the protocol to the UNFCCC adopted as the Third conference of the parties to the UNFCCC in Kyoto, Japan on 11 December 1997, as amended from time to time and all findings and rulings of all subsidiary bodies and technical panels pursuant to the Kyoto Protocol.

"**Losses**" – means any and all loss, liabilities, expenses, costs, damages, claims, demands, fines or penalties (including reasonable legal costs and expenses).

"**MOP**" – means Ministry of the Parties in relation to the UNFCCC.

"**Project**" – means the project activities or activities implemented as a GHG Project and described in the Project Documents.

"**Project Documents**" – means the documents required to register the Project and/or issue VERs, as set out in the VCS Document entitled Project Registration and VCU Issuance process in relation to VCUs, or as required by the Gold Standard Foundation in relation to issuance of Gold Standard Credits.

"**Transactions**" – means any transaction in respect of Carbon Credits subject to this Agreement.

"**UNFCCC**" – means the United Nations Framework Convention in Climate Change adopted in New York on 9 May 1992.

"**VCS**" – means Voluntary Carbon Standard, being a global verification protocol and criteria for GHG reduction units launched by the International Emission Trading Association, World Economic Forum and The Climate Group on 26 March 2007, as amended or replaced from time to time.

"**VCU**" – means Voluntary Carbon Unit, being GHG reductions representing one metric tonne of carbon dioxide equivalent that has been calculated, Verified and Certified in accordance with the Voluntary Carbon Standard that qualifies to be registered in a VCU registry.

"**VER**" – means Verified Emissions Reduction, being carbon credits generated by a process outside the Kyoto Protocol compliance regime and include VCUs and Gold Standard Carbon Credits.

"**Verification**", "**Verify**" and "**Verified**" each refer to the periodic independent assessment and the final determination by the Verifier of the amount of GHG Reductions generated by the Project in accordance with the Project Documents and the requirements of the Voluntary Carbon Standard or Gold Standard.

"**Verifier**" - means a DOE, nominated by us, accredited as capable of conducting Verification of GHG reductions achieved by project activities in the same sector as the Project.

2. INFORMATION ABOUT US

2.1 We assist our clients in acquiring Carbon Credits. Clients are free to hold these or dispose of them when they wish. Our principal office is at 3rd floor, Peek House, 20 Eastcheap London EC3M 1EB. Neither **we nor MH Carbon Nominees Ltd are authorised or regulated by the Financial Services Authority and the Transactions contemplated by this Agreement are not regulated activities for the purposes of the rules of the Financial Services Authority.**

3. COMMENCEMENT AND DURATION

3.1 This Agreement supersedes any previous agreement between you and us, and takes effect when we receive and accept a completed and signed client application form or an online application from yourself.

3.2 This Agreement shall continue in effect until terminated in accordance with section 18.

4. SERVICES

4.1 This Agreement governs each Transaction entered into or outstanding between us.

4.2 You confirm that you act as principal and not as agent or trustee on behalf of a third party.

4.3 We may explain what Carbon Credits are and the mechanics of buying or selling Carbon Credits or any other carbon trading product and we may comment on the Carbon Credit market but we do not give any advice in relation to the suitability for you of any Transaction or proposed Transaction. It is your responsibility to obtain appropriate legal, tax, and/or financial advice to determine whether any Transaction or proposed Transaction is suitable for you.

4.4 We shall not provide you with discretionary management services in respect of Carbon Credits nor shall we provide you with on-going advice in respect of any Transactions undertaken on your behalf or Carbon Credits acquired by you under the terms of this Agreement.

4.5 In the event of any conflict between this Agreement and the terms of any other document, material or other information provided by us to you, the terms of this Agreement shall prevail.

4.6 Where we provide you with market information, we give no representation, warranty or guarantee as to their completeness or accuracy. You acknowledge that the provision of market information, is only incidental to your dealing relationship with us and any decision regarding whether to enter into Transactions with us are your own.

- 4.7 We will not provide you with advice on tax or other matters in respect of Transactions.
- 4.8 We may agree to provide such other services as are agreed, and on such terms as are separately agreed, between you and us from time to time in writing. You agree that we may contact you by telephone in relation to further services we may provide although you may notify us in writing that you do not want to receive such calls. Any telephone call may be recorded.

5. CANCELLATION

- 5.1 You have a right to cancel this Agreement for a period of fourteen days (the "Cancellation Period") commencing on the date on which this Agreement is signed. If you wish to cancel this Agreement within the Cancellation Period you should send notice in writing to us at: 3rd floor, Peek House, 20 Eastcheap, London EC3M 1EB. If you fail to cancel this Agreement within the Cancellation Period you will be bound by its terms.
- 5.2 If you do exercise your right to cancel you will have to pay any sums due and charges incurred up to the date of cancellation in respect of any Transactions undertaken during the Cancellation Period and which are outstanding.

6. CARBON CREDITS

- 6.1 Carbon Credits sold to you by us shall be:
- (a) Verified and Certified as per the Certification definition above and
 - (b) transferred to you by executing and remitting the Contract VERs through any Carbon Registry notified by us to you from time to time, where such VERs will be held by MH Carbon Nominees Ltd on trust on your behalf in accordance with section 10.
- 6.2 You shall have beneficial ownership of Carbon Credits purchased under the terms of this Agreement. MH Carbon Nominees Limited as custodian shall retain legal title of such Carbon Credits in accordance with section 10.

7. INSTRUCTIONS AND BASIS OF DEALING

- 7.1 You may give us instructions in writing, by email or by other electronic means or orally (by telephone), unless we tell you that instructions can only be given in a particular way. We may (but will not be obliged to) record telephone conversations. We may ask you to confirm your instructions in writing if given orally or electronically however we shall be authorised to follow your instructions notwithstanding your failure to confirm them in writing.
- 7.2 We may acknowledge instructions orally or electronically as appropriate.
- 7.3 We may, but shall be under no obligation to, accept instructions to enter into a Transaction with you. If we decline to enter into a proposed Transaction we shall not be obliged to give a reason but we shall notify you promptly of any such refusal.
- 7.4 We may cancel or refuse any instructions given on your behalf or refuse to give effect to such instructions at our sole discretion if we believe that implementing an instruction would breach any applicable rules and/or regulations. You agree to indemnify us against all Losses which we may incur in respect of any cancellation or refusal which is due to failure by you to provide any documentation or payment required to

effect a Transaction.

- 7.5 We shall be entitled to rely on electronic, oral or written instructions which we receive from you or any person who appears to be authorised by an appropriate power of attorney notwithstanding that the person is not in fact so authorised.
- 7.6 We may at our discretion arrange for any Transaction to be effected with or through an intermediate broker and we may transfer your money to a third party such as an exchange, clearing house or intermediary broker for the fulfilment of a particular transaction. We shall take reasonable care in selecting and monitoring any such third parties however we accept no liability for the acts, omissions or default of an intermediate broker.
- 7.7 We shall use all reasonable endeavours to execute any order as soon as reasonably possible but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of your order on your behalf we shall notify you as soon as reasonably possible.
- 7.9 Your instructions, continued instructions or payment of any sum due in respect of a Transaction shall be deemed to constitute acceptance of these Terms of Business (or any variation notified to you, notwithstanding clause 24.1).
- 7.10 You acknowledge for the avoidance of doubt that subject to section 11 of this Agreement you are solely responsible for the initiation of any Transaction.
- ## 8. COMMUNICATIONS
- 8.1 Communications sent from you to us pursuant to or in connection with this Agreement shall not be deemed to have been received by us unless and until they have actually been received by us and acknowledged by us as appropriate in accordance with clause 7.2. Communications shall be sent to us by first class or recorded delivery post or courier service to 3rd Floor, Peek House, 20 Eastcheap, London EC3M 1EB or by email to info@mhcarbon.com.
- 8.2 Communications sent from us to you pursuant to or in connection with this Agreement are deemed to be received by you:
- (a) if sent by first class or recorded delivery post: two Business Days after the date of posting, or five Business Days if sent to or from a place outside the UK;
 - (b) if sent by courier service or delivered personally: when delivered;
 - (c) if sent by email: on the date of dispatch at the email or UK postal address as specified initially when you first make contact with us or as notified by you to us from time to time in accordance with this clause 8.
- 8.3 Instructions may also be given by telephone if you have agreed this with us. If we have agreed to accept oral instructions communication is deemed to have been received immediately for the purposes of this Agreement when given to a MH Carbon consultant in conversation (and for the avoidance of doubt voicemail or other delayed transmission shall not constitute a valid instruction unless and until such instruction is confirmed in accordance with this section 8).
- 8.4 Our offices are generally open beyond our normal UK office hours of [9.30 am to 5.30 pm], (on weekdays when the clearing banks are generally open for business in London) and we endeavour to process instructions as soon as practicable but as this is dependent on third

parties you acknowledge that your instructions may not always be processed as soon as we receive them.

- 8.5 All communications between you and us shall be in English.
- 8.6 We have the right (but no obligation) to set limits and/or parameters and to refuse or cancel orders from you at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):
- (a) controls over maximum order amounts and maximum order sizes;
 - (b) controls over maximum prices at which orders may be submitted to us; and
 - (c) any other limits, parameters or controls which we reasonably consider necessary.
- 8.7 You agree to receive electronic communications from us including email and SMS messages.
- 8.8 You acknowledge that it is your responsibility to notify us promptly of any changes to your contact details, including email and postal addresses and telephone numbers. We shall not be liable for Loss incurred where we have not been informed of any such changes.

9. ACCOUNTS AND SETTLEMENTS

- 9.1 Unless otherwise instructed upon receipt by us of your instructions to execute a Transaction on your behalf we shall contact you by telephone to acknowledge your instructions.
- 9.2 We shall send you by post/email/electronically a Confirmation no later than the close of three Business Days following conclusion of the Transaction setting out the size, price and total amount payable by you. Where payment has not been received by MH-Carbon in advance the Confirmation shall set out the date by which the payment should be received.
- 9.3 If you do not receive a Confirmation within three days of the date of the Transaction you must notify us.
- 9.4 You acknowledge that an administrative error may occur. We shall notify you of such an error relating to you as soon as it comes to our attention and you will notify us as soon as it comes to your attention. You acknowledge that we reserve the right to correct such errors to the extent permitted by law. Confirmations shall, in the absence of manifest error, be binding and conclusive upon you unless you notify us of any error within three Business Days of receipt, or we notify you of an error in the Confirmation within the same period.
- 9.5 The date of settlement of a Transaction shall be shown on the Confirmation and you agree to ensure to deliver all necessary documents, money or instructions to us prior to such date and warrant and represent to us that there are or will be sufficient cleared funds in your account to settle the Transaction.
- 9.6 MH-Carbon shall only accept payment in respect of Services and any Transaction from a bank account with a clearing bank located and regulated within the EEA in the name under which you have signed this Agreement, and in respect of which MH-Carbon has undertaken steps to verify your identity pursuant to applicable anti-money laundering requirements. Any discrepancy will require MH-Carbon to undertake additional identification verification and MH-Carbon may request further proof of identification, which may delay the execution of a Transaction. MH-Carbon shall not be liable for any Losses incurred by you as a result of any such delay.

- 9.7 We shall not be obliged to execute or settle a Transaction until such time as we have possession of cleared funds on account or if we are otherwise unable to settle a Transaction due to circumstances outside our control.
- 9.8 You will promptly deliver any instructions, money or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us for the purpose of enabling us to perform our obligations under the Agreement.
- 9.9 Your instructions may only be withdrawn or amended by you with our consent. We can only cancel your instructions if we have not already acted upon them.

10. CUSTODY

- 10.1 By entering into this Agreement you authorise us and any nominee we may appoint from time to time (including without limitation MH Carbon Nominees Limited), to hold your Carbon Credits on your behalf and to transfer Carbon Credits from your account in compliance with your instructions. We shall arrange for Carbon Credits acquired by you to be held in a designated account by such nominee. Every client with Carbon Credits will have an individual sub-account and Carbon Credits will have an issue number to identify them.
- 10.2 You may notify us in writing if you require Carbon Credits purchased through us to be held by another third party custodian. You will be responsible for any associated costs. We accept no responsibility for the acts or omissions of any such third party.

11. POWER TO SELL

- 11.1 If we do not receive settlement money on or before the date it is due we reserve the right to:
- (a) sell any Carbon Credits purchased or cancel Transactions made on your behalf. You agree to keep us and MH Carbon Nominees Ltd. indemnified for any losses or expenses (including reasonable legal expenses) arising out of or in connection with such action;
- (b) charge interest on any payments due to us or MH Carbon Nominees Limited at the rate of 2% per annum above the London Interbank Offered Rate (LIBOR) during the period of default (before and after judgment). We shall provide you with three days notice that interest shall be charged.
- 11.2 We and MH Carbon Nominees Limited may realise any Carbon Credits held on your behalf in order to discharge any obligations you may have to us or MH Carbon Nominees Limited arising under this Agreement. You hereby authorise us and MH Carbon Nominees Limited to exercise this right without further notice to you.
- 11.3 You agree to indemnify and keep indemnified us, MH Carbon Nominees Limited, and the directors, officers, employees, agents and affiliates in respect of each of them, in respect of any Losses incurred in exercising the right to sell your Carbon Credits in accordance with the provisions of this section 11. Neither we nor MH Carbon Nominees Limited shall be liable to you for selecting the Carbon Credits to be sold.
- 11.4 The proceeds of any sale in accordance with this section (net of costs) will be applied in or towards the discharge of your liabilities including any costs, fees, charges or other liabilities and we or such other intermediate broker shall account to you for the balance. If such

proceeds are insufficient to cover the whole of your liabilities you shall remain liable for the balance.

- 11.5 With the exception of the power to sell Carbon Credits purchased on your behalf in accordance with this section 11, neither we, nor MH Carbon Nominees Limited shall be authorised to effect a sale of some or all of the Carbon Credits acquired and held on your behalf in accordance with this Agreement, or to determine the timing and conditions of any such sale unless appropriately instructed by you.

12. CHARGES

- 12.1 You shall pay our charges as agreed with you from time to time as set out in Schedule 1. Any changes to our charges shall be notified to you in writing 30 days prior to such changes taking effect. All charges and prices quoted are exclusive of VAT or any sales, withholding or other tax, stamp or other duty levy or charge, which shall be payable in addition at the prevailing rate.

13. REPRESENTATIONS AND WARRANTIES

- 13.1 You represent and warrant to us on the date this Agreement becomes effective and as of the date of each Transaction:
- (a) you have reached the age of 18 years or over and have full legal capacity to enter into this Agreement;
- (b) you have all necessary authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transactions and to grant the security interests and powers referred to in this Agreement;
- (c) this Agreement and each Transaction and the obligations created under each are legal, valid and binding upon you and enforceable against you;
- (d) you enter into this Agreement and any Transactions as principal and sole beneficial owner and not as another party's agent or representative;
- (e) all information you provide to us is complete, accurate, true and not misleading in any material respect;
- (f) you are willing and financially able to sustain any loss resulting from the Transactions contemplated under this Agreement;
- (g) you will immediately provide us with all information which we may reasonably require from time to time in order to comply with this Agreement and any Transaction envisaged by this Agreement;
- (h) you will immediately inform us in writing of any material changes to the information you have provided to us including, but not limited to, your contact details and any adverse matters relating to your financial status, which may affect the basis on which we undertake to provide the Services to you;
- (i) you have read and understood the risk warnings in section 14 and have obtained appropriate advice from a qualified adviser where appropriate.

14. RISK WARNINGS

- 14.1 Entering into this Agreement carries a number of risks which you need to be aware of and fully understand. By signing this Agreement you confirm that you have read and understood these risk warnings;
- (a) **this Agreement cannot disclose all the risk warnings applicable to the Transactions.**
- (b) **the market in VERs is illiquid and you may have difficulty in selling Carbon Credits at the price you wish to achieve and in some cases it may be difficult to sell them at any price. There is no guarantee that you will be able to sell your VERs. The purchase of VERs should be regarded as high risk and speculative in nature, It can be difficult to assess what the market price is for Carbon Credits. You may not get back the full amount originally paid for VERs and you may lose the whole amount paid.**
- (c) **Transactions in VERs executed through us may not take place on any recognised exchange and as such you may be exposed to greater risks than transactions in other types of carbon credits which take place on an exchange.**
- (d) **you should not enter into this Agreement unless you understand the nature of the Transactions envisaged herein and the extent of your exposure to risk. You should be satisfied that the Transactions are suitable for you in light of your financial circumstances and position.**
- (e) **the rules and regulations governing VERs are subject to change and such changes may have a detrimental impact on the price of VERs and/or the potential market in VERs.**
- (f) **the price of Carbon Credits, including VERs, may fall as well as rise. Past performance is not an indication of future performance. We give no warranty as to the future value of Carbon Credits.**
- (g) **if you are in any doubt as to whether this Agreement and Transactions envisaged under the terms of this Agreement are suitable for you, you should seek advice from an appropriately qualified adviser.**
- (h) **neither we nor MH Carbon Nominees Limited are authorised or regulated by the Financial Services Authority (the "FSA"). The services we provide under this Agreement and Transactions we undertake on your behalf are not governed by the FSA's rules and you will not benefit from protections which may be available under the FSA's rules. You will not be covered by the Financial Services Compensation Scheme or the Financial Ombudsman Service.**
- (i) **any comment by any of our sales consultants or agents about the potential or expected outcome of any proposed Transaction is only an opinion, not a forecast or guarantee, and the actual outcome of any Transaction may be completely different.**
- (j) **representations made by our sales consultants, agents or sales literature do not form part of this Agreement.**

15. JOINT AND TRUSTEE ACCOUNTS

- 15.1 Where an account is held in joint names, each account holder shall be jointly and severally liable to us under this Agreement such that all account holders are separately responsible for complying with this Agreement.
- 15.2 We may assume that instructions received from one account holder of a joint account or one trustee in a trust account will be given on behalf of and with the knowledge of all holders or trustees of the account. Any action we undertake regarding such instructions shall be binding on each account holder. Any reference to 'you' in this Agreement shall be deemed to be any one or all such persons as the context shall require.

16. LIABILITY

- 16.1 We, MH Carbon Nominees Limited, and the directors, officers, employees, agents and affiliates in respect of each of them, shall not be liable for any Losses which may be incurred or suffered by you in connection with the provision by us and MH Carbon Nominees Limited of the services and Transactions envisaged under this Agreement except to the extent that such Losses result directly from the negligence, fraud or wilful default of ourselves or MH Carbon Nominees Ltd.
- 16.2 We and MH Carbon Nominees Ltd, and the directors, officers, employees, agents and affiliates in respect of each of them, shall not be responsible for advising and will not advise you as to whether entering into a Transaction is suitable or appropriate for you. You are solely responsible for any decision you make to buy, sell, retain or otherwise deal with Carbon Credits in accordance with this Agreement. We and MH Carbon Nominees Limited, and the directors, officers, employees, agents and affiliates in respect of each of them, accept no liability for the performance or monitoring of Carbon Credits held by you, MH Carbon Nominees Ltd or other third party under the terms of this Agreement.
- 16.3 Our total liability to you under this Agreement shall not exceed the price paid (including all Charges) for the Transaction(s) effected on your behalf by us in accordance with your instructions forming the basis of the purported liability, for any one event or series of events.
- 16.4 We and MH Carbon Nominees Ltd. and the directors, officers, employees, agents and affiliates in respect of each of them, will not be liable to you or any third party for indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings arising out of or in connection with this Agreement.
- 16.5 We and MH Carbon Nominees Limited shall not be liable to you for any partial or non-performance of our obligations under this Agreement by reason of any cause beyond our reasonable control including (but not limited to) breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, natural disaster, act of God, failure of the relevant intermediate broker, custodian or appointed provider. We shall endeavour to notify you of any such event which affects our ability to provide the services contemplated under this Agreement however we shall not be responsible for any failure or delay in notifying you.

17. INDEMNITY

- 17.1 You agree to indemnify and keep indemnified us and MH Carbon Nominees Limited, and the directors, officers, employees, agents and

affiliates in respect of each of them, against any Losses which we may incur in the proper exercise of our duties and obligations under this Agreement.

18. TERMINATION

- 18.1 A party to this Agreement may terminate this Agreement at any time by giving 14 days notice to the other party in writing.
- 18.2 Termination shall not affect any outstanding rights and obligations and shall be without prejudice to the completion of any outstanding Transaction(s) and the payment of any charges and other amounts due. In the event of termination, we or MH Carbon Nominees Ltd may require you to take custody of any or all Carbon Credits, or to nominate another third party custodian for such purposes, pursuant to clause 10.2.
- 18.3 If you are an individual this Agreement shall terminate automatically when we receive notification of death. Following the death of an account holder we shall only accept instructions following receipt of a sealed copy of grant of probate. In the event of a death of one party of a joint account or a trustee you are required to inform us immediately and to complete a new account opening form.
- 18.4 We may terminate this agreement immediately on notice to you if:
- (a) you fail to pay any amount due under this agreement on the due date for payment and remain in default not less than 30 days after being notified to make such payment; or
 - (b) you commit a breach of any material term of this agreement and (if such breach is remediable) fail to remedy that breach within a period of 30 days after being notified to do so; or
 - (c) you repeatedly breach any of the terms of this agreement; or
 - (d) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or, (being a partnership) you have any partner to whom any of the foregoing apply; or
 - (e) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (being a company) for the sole purpose of a scheme for your solvent amalgamation with one or more other companies or your solvent reconstruction; or
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company); or
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if

- (h) an administrator is appointed, over you (being a company); or the holder of a qualifying floating charge over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver; or a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
- (i) you (being an individual) are the subject of a bankruptcy petition or order; or
- (j) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
- (k) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.4(d) to clause 18.4(k) (inclusive); or you (being an individual) by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation; or
- (l) any warranty given by you pursuant to this agreement is found to be untrue or misleading.

19. ANTI-MONEY LAUNDERING

- 19.1 Prior to executing any Transactions we shall undertake appropriate anti-money laundering checks which may include verifying your identity. If you fail to provide us with all relevant information we reserve the right not to start and/or continue providing services to you and/or to execute any Transactions and/or to cease any Transactions until such verification has been completed to our satisfaction.

20. ADDITIONAL INFORMATION

- 20.1 We may from time to time send published reports, recommendations and other publications in respect of ourselves and our services to you. We shall not be liable for any decision you make to purchase or sell Carbon Credits through us, based in whole or in part, on any such reports, recommendations and other publications.

21. COMPLAINTS

- 21.1 If you have a complaint regarding us you should communicate it in writing to Complaints Department, MH Carbon Ltd. at 3rd floor, Peek House, 20 Eastcheap London EC3M 1EB. Please contact us for further information regarding our complaints procedure.

22. DATA PROTECTION

- 22.1 MH Carbon Ltd is registered with the Information Commissioner's Office as a Data Controller, for the processing of Personal Data under the Data Protection Legislation, reference MH Carbon Z2608450
- 22.2 You agree that we may use the Information that we collect:
- (a) to process your application;
 - (b) to provide the services and undertake the Transactions contemplated under the terms of this Agreement;

- (c) to carry out credit assessments;
- (d) to meet our obligations under any applicable laws, in particular, anti-terrorism and anti-money laundering laws;
- (e) for customer service, product analysis and market research purposes;
- (f) for general account administration purposes.
- 22.3 By entering into this Agreement you authorise us to share your Information with MH Carbon Nominees Limited. In addition you also agree that we may share your Information with third parties in the following circumstances:
- (a) where we use your Information to carry out credit assessments we will need to share your information with credit reference agencies to assess your eligibility for the product or service applied for and to verify your identity;
- (b) we may share your Information with third parties who we use to assist us in providing the Services. These may be based outside the European Economic Area. We will always take appropriate measures and meet our legal obligations to ensure that any Information transferred to such third parties is kept securely;
- (c) if we restructure our business or the whole or any part of our business is sold then we may transfer your information to another division or company (if there is a restructuring) or to the buyer of our business (if the business is sold);
- (d) we may share your Information with our affiliates, UK and overseas law enforcement agencies or regulatory authorities and other relevant bodies for crime prevention purposes; and
- (e) we may also share your Information with our affiliates if they provide any products or services to you on our behalf.
- 22.4 You agree that we may, unless you have informed us otherwise, use and share your Information to provide you with information about our other similar products and services, those of our affiliates and those of

selected third parties, which we think may be of interest to you. We may provide this information by telephone, post, email, text message and other means. If you would like to stop receiving this information you should notify us in writing.

- 22.5 You have the right, upon payment of a reasonable fee (currently £10), to receive a copy of the Information that we hold about you to the extent that it constitutes personal information. For more details, please write to The Administration Department, MH Carbon Limited at 3rd floor, Peek House, 20 Eastcheap London EC3M 1EB
- 22.6 We will keep confidential any data or Information which we hold on you. We may however disclose some or all of this information if:
- (a) we are required to do so in accordance with relevant legislation or regulation;
- (b) we are required to by any other governmental, judicial, law enforcement or regulatory bodies;
- (c) you consent to the disclosure;
- (d) otherwise permitted under this section.

23. CONFIDENTIALITY

- 23.1 Neither you nor we shall use or disclose any information relating to the Transactions contemplated under this Agreement, or this Agreement, or other matters of a confidential nature except to the extent that such information is already in the public domain, or is required by any regulatory authority or court of competent jurisdiction, or to enable the disclosing party to properly perform its obligations under this Agreement. This clause shall remain in effect after the termination of this Agreement.

24. MISCELLANEOUS

- 24.1 We may amend this Agreement without your prior consent by notice in writing. Any amendment will become effective on the date specified in the notice however we will endeavour to give you 30 Business Days' notice of any amendment, unless it is impracticable for us to do so. By continuing to instruct us you shall be deemed to have consented to any amendments.
- 24.2 We may assign any of our rights or transfer any of our obligations under this Agreement by giving notice to you. You may assign your

rights or transfer any of your obligations under this Agreement subject to our prior written consent.

- 24.3 We may send you details of other services we may provide you, however you may notify us in writing if you do not wish to receive such marketing materials.
- 24.4 We may receive or pay commissions, fees or other non-monetary benefits from or to third parties in the course of providing our Services to you. MH Carbon or a third party may benefit from a mark-up of the price of any Carbon Credit transacted with or for you. You may request further information regarding such amounts from us in writing.
- 24.5 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture, nor constitute either party to be the agent of the other.
- 24.6 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, provided always that MH Carbon Nominees Limited shall have the right to enforce all or any part of this agreement as if it were a party hereto.
- 24.7 The provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other part of this Agreement.
- 24.8 No waiver by any party of any breach by another party of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision, and any delay or failure to exercise its rights or remedies under this Agreement shall not be construed as a waiver of such rights and remedies.
- 24.9 The rights and remedies in this Agreement are cumulative and are in addition to a party's rights and remedies under general law.
- 24.10 This Agreement sets out the entire agreement between you and us and supersedes all prior agreements, arrangements or understandings between you and us. You acknowledge that you have not entered into this Agreement in reliance upon any statement, representation, assurance or warranty which is not set out in this Agreement of any person whether or not party to this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 24.11 This Agreement and any dispute arising out of or in connection with it is governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE OF CHARGES

Carbon Trading Commissions

Commission charges 1.5% of the purchase price (per trade)

Additional Fees

Transfer out of MH Carbon Nominees Limited	£0.05 per individual credit
Transfer into MH Carbon Nominees Limited - NCBO (no change of beneficial ownership)	£0.05 per individual credit
Transfer of beneficial ownership	£15 per transfer
Probate valuation	£15 flat fee
CHAPS (same day money transfer)	£25
BACS (3 day money transfer)	£0
Late settlement/returned cheque	£15



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