



**Universal Water Registry
Terms and Conditions
October 2023 (Version 6.0)**

Universal Water Offset Unit Private Limited (UWR)
(Universal Water Registry)
OC-4 , 573 Third Floor ,
Main Road Chirag New Delhi 110017,
India

Recitals

A: These Terms and Conditions set out the terms on which Universal Water Offset Unit Private Limited (UWR or Universal Water Registry) located at OC-4 , 573 Third Floor , Main Road Chirag New Delhi 110017, India, offers to make its proprietary Universal Water Registry (UWR) at www.uWaterregistry.com and www.uWaterregistry.io available to the User.

B. The User wishes to use the UWR on the terms and conditions of this Agreement, as amended from time to time.

1. Operative provisions

Definitions

Capitalised terms in these Terms and Conditions have the meaning given below:

1. Aggregator means any User of the UWR who does so in the capacity as a broker, agent or representative of any kind on behalf of a Principal for the purposes of utilising the UWR services.
2. Acceptance Date means the date described in this agreement
3. Agreement means these UWR Terms and Conditions and all its updates.
4. Approved Registry means any registry approved by the governing body of any UWR RoU Standard under which Water Offsets or Voluntary Water Units or Verified Water Units or Rainwater Offset Credits or RoUs or water credits or water offsets are issued or listed.
5. Assets means all of the assets owned and used in the UWR Business including but not limited to: goodwill; plant and equipment; business intellectual property; rights, title and interest under or arising out of contracts; property interests; books and records; business names; and licences held whether statutory or otherwise.
6. Business Day means a day that is not a Saturday, Sunday, a public holiday or bank holiday in India.
7. Account means an account in the UWR that lists the serial numbers of Water Offset or Water Credits or Rainwater Offset Credits or RoUs or water credits or water offsets transferred to third parties with accounts in the UWR and Rainwater Offset Credits or RoUs or water credits or water offsets held by Users in the UWR.
8. Control means:
 - (a) in the case of a corporation or body corporate, the ownership of or the ability to direct:
 - (i) a majority of the issued shares entitled to vote for election of directors (or analogous persons) of such body corporate;
 - (ii) the appointment or removal of directors having a majority of the voting rights exercisable at meetings of the board of directors (or analogous body or bodies, including, without limiting the generality of the foregoing, management boards and supervisory boards) of such body corporate on all or substantially all matters; or
 - (iii) a majority of the voting rights exercisable at general meetings of the members of such body corporate on all, or substantially all, matters; or
 - (b) in the case of any other person, the ownership of or the ability to direct a majority of the voting rights in such person; or
 - (c) in the case of a corporation or body corporate or any other person, the direct or indirect possession of the power to direct or cause the direction of the management and policies of the same (whether through the ownership of voting securities, by contract or howsoever otherwise).
9. Controlled will be construed accordingly.

10. Dispute means any disagreement, claim, allegation, concerning the generation, creation, ownership, issuance, validity, legality or registration of any Rainwater Offset Credits or RoUs or water credits or water offsets that may arise between the User and any third party including UWR, or any disagreement, claim or allegation arising in connection with these Terms and Conditions.
11. Environmental Benefit(s) or Attribute(s) means all legal and equitable right, title, interest and benefit arising from or associated with (i) the protection, conservation or enhancement of the environment and/or biodiversity, or water conservation or water recharge or rainwater harvesting or (ii) any other legal and equitable right, title, interest or benefit relating to the environmental benefit as may be created either by law, Standard, contract or otherwise between UWR and the governing body of any Standard, and as accepted by UWR.
12. Ex-ante means the listing of Rainwater Offset Credits or RoUs or water credits or water offsets in accordance with the UWR RoU Standard with respect to a project that has been granted an Ex-ante Validation Report but prior to the verification of water recharge and conservation or other Environmental Benefits from that project activity as prescribed by the relevant UWR RoU Standard.
13. Ex-post means the listing of Rainwater Offset Credits or RoUs or water credits or water offsets with respect to a project where verification of emission reductions or removals or water recharge or conservation or other Environmental Benefits from a project as prescribed by the relevant UWR RoU Standard has occurred.
14. Facilitation Service means the services described in clause 6.9.
15. Financial Market Settlement System means an exchange, clearing house, central counterparty, custodian or other settlement system (as determined by UWR) that acts on settlement instructions to settle transactions.
16. Force Majeure means an event or circumstance that: (a) was unforeseeable as at the date of these Terms & Conditions; (b) is unavoidable; and (c) cannot reasonably be overcome by a party affected by it, and includes fire, flood, earthquake, epidemic, war, riot and martial law. Rainwater Offset Credits or RoUs or water credits or water offsets means the capture or recharge of unutilized water as per the UWR Rainwater Offset Standard and Protocol relating to 1000 litres (1m³) each.
17. Indicative Vintage Year means the year anticipated for the Environmental Benefit associated with the RoU to be achieved between 01 January and ending on 31 December of that year, beginning no earlier than year 2014.
18. Intellectual Property Rights means all rights in any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights owned, used, or intended to be used, by a party whether or not registered, registrable or patentable.
19. Principal means a third party who owns Rainwater Offset Credits or RoUs or water credits or water offsets or wishes to utilise the UWR services and who has appointed an Aggregator to act on its behalf for the purposes of using the UWR services.
20. Private Registry Services means the provision by UWR of a private and closed registry system for the User and parties nominated by the User. A Private Registry Service may include, but is not limited to the provision of Inventory Management Services.
21. Related Body Corporate of a Party means any firm, company, business entity or other organisation:
 - (a) which is directly or indirectly Controlled by the relevant Party;
 - (b) which directly or indirectly Controls the relevant Party;
 - (c) which is directly or indirectly Controlled by a third party who also directly or indirectly Controls the relevant Party;
 - (d) of which the relevant Party or any Related Body Corporate is a partner; or
 - (e) of which the relevant Party or any Related Body Corporate referred to in paragraphs (a) to (d) above owns or has a beneficial interest (whether directly or indirectly) in 20% or more of the issued

share capital or 20% or more of the capital assets.

22. Standard means a set of definitions, laws, rules or methodologies, or a plan, system or arrangement or other standard under which Rainwater Offset Credits or RoUs or water credits or water offsets are endorsed, approved or accredited and which have been accepted by UWR. Standard in this case is the UWR RoU Standard.
23. Standards Material means documents, guidelines, style guides, operating procedures requirements and / or guidance issued by the governing body of the relevant Standard.
24. Terms and Conditions means these UWR terms and conditions and the User Guidelines, as modified from time to time. UWR means **Universal Water Offset Unit Private Limited** or UWR or UWaterregistry and any subsidiary or affiliate that may operate the UWR for or on UWR's behalf.
25. UWR Privacy Policy means the privacy policy of UWR available on the website uWaterregistry.com and uWaterregistry.io.
26. UWR Business means the business of providing registry services for environmental markets, including but not limited to this UWR.
27. RoUs means rainwater or water offset/credit or Unit. Each individual RoU or Unit relating to an Environmental Benefit, generated from a project activity and carried out under and in accordance with a Standard (being ex-post) and eligible to be listed in the UWR or Registry as determined by UWR RoU Standard, which has been, or will be, assigned a unique serial number by UWR or some other organisation acceptable to UWR.
28. Rainwater Offset Credits or RoUs or water credits or water offsets relating to an Environmental Benefit associated with water conservation or groundwater recharge, generated from a project activity and carried out under and in accordance with a Standard (being ex-post) and eligible to be listed in the UWR or Registry as determined by UWR, which has been, or will be, assigned a unique serial number by UWR or some other organisation acceptable to UWR.
29. User means you and any other person, project owner agent or Aggregator appointed under clause 4 who has agreed to be bound by these terms and conditions and the User Guidelines and opened an account in the UWR Registry for the purposes of dealing with CoUs or CoU or Water Credit or Offset Units or Rainwater Offset Credits or RoUs or water credits or water offsets.
30. User Guidelines means any guidance that may be provided by UWR from time to time to the User or listed on UWR's website and includes, without limitation, the UWR user manual and any guidance notes or other material issued by UWR from time to time.

2. General Terms of Use

2.1. The User acknowledges and agrees that when using the UWR, the User will be subject to, and must comply with, the User Program Manual, Program Guidelines, Fee Schedule and the Standards Material.

2.2. The User Program Manual/Guidelines, Fee Schedule, and the Standards Material form part of the Terms and Conditions and any failure by the User to comply with the User Guidelines or the Standards/Material will be regarded as a breach of these Terms and Conditions.

2.3 For the purposes of dealing with Water Offset Units Rainwater Offset Credits or RoUs or water credits or water offsets where there exists any Standards Material, if there is any inconsistency between these Terms and Conditions and the Standards Material, the User Program Manual or Standard will prevail over these Terms and Conditions.

2.4 UWR reserves the right to grant, limit, suspend, or remove the User's access to its Account on UWR at any time

3. Commencement of the Terms and Conditions and Opening an Account in the UWR Registry

3.1. In the event that the UWR deem that an applicant is not suitable and refuses to accept the Terms and Conditions (this document) with the User/applicant, it may, but is not obliged to, give reasons for its decision, and its decision to allow the User into the UWR is solely at the discretion of UWR. These Terms and Conditions commences (and are deemed to be enforced) on the date on which the User opens their UWR account on the registry or ecosystem and is deemed to be an indication to the UWR that the User

agrees with and accepts the Terms and Conditions. These Terms and Conditions shall continue in effect during each login of the User and until terminated.

3.2. Once the User has opened their UWR account/s, they are held in accordance with the rules in the User Program Manual/Guidelines or specified by UWR from time to time.

3.3. Accounts will be maintained for the purpose of transferring, holding, retiring or creating other instruments related to Rainwater Offset Credits or RoUs or water credits or water offsets or Water or Water Units between Programs/Registries/platforms.

3.4. The User acknowledges and agrees that when using the UWR Platform and Registry, the User will be subject to, and must comply with, these Terms of Use as modified from time to time in accordance with the terms hereof.

4. Aggregators or Aggregators

- 4.1. Subject to clause 4.5, an Aggregator or Aggregator may open an account in the UWR in accordance with clause 3.2 on behalf of a Principal/Project Owner who owns Water or Water Units or Rainwater Offset Credits or RoUs or water credits or water offsets .
- 4.2. Any User of the UWR acting in the capacity as an Aggregator or Aggregator shall ensure that it has full, valid and current authority to represent and act on behalf of the Principal and that such authority has not been revoked.
- 4.3. If the agency or other arrangement between an Aggregator and the Principal is revoked, the Aggregator or Aggregator must notify UWR immediately and Rainwater Offset Credits or RoUs or water credits or water offsets or water or Water Units held by the Aggregator in accounts for the Principal shall be suspended until alternative arrangements have been made to the satisfaction of UWR.
- 4.4. The Principal/Project Owner on whose behalf the Aggregator or Aggregator is acting shall be fully liable for all acts and omissions of the Aggregator or Aggregator in accordance with the laws governing these Terms and Conditions.
- 4.5. Any User of the UWR Registry acting as a member/broker/RoU buyer for, or otherwise engaging in transactions on behalf of, a third-party (including as a broker or adviser for investment) must furnish UWR with sufficient proof of registration and good standing with the regulatory body responsible for regulating brokers and advisers in the jurisdiction in which the User is conducting business or soliciting clients. UWR reserves the right (but undertakes no obligation) to terminate access rights of any User that is a member/broker/RoU buyer or other party described herein if not so registered and in good standing in a jurisdiction UWR believes applicable to its activities.
- 4.6. The restriction in Section 4.5 shall not apply to Users/members engaged solely in the retirement of Rainwater Offset Credits or RoUs or water credits or water offsets or water or Water units on behalf of third-parties.

5. Authorised Representatives

5.1. The User shall appoint one or more authorised representatives to exercise and fulfil the User's rights and obligations under these Terms and Conditions once it has opened an account in the UWR in accordance with clause 3.2.

5.2. Authorised representatives must agree to, and will be bound by, these Terms and Conditions as if they themselves are the User.

5.3. It is the sole responsibility of the User to ensure that any authorised representatives comply with these Terms and Conditions and all relevant laws.

5.4. UWR may assume that any request or instruction UWR receives from an authorised representative is authorised by the User if accompanied by suitable verification, including but not limited to, the User's username and password.

6. Listing of RoUs or RoU Units Pursuant to a Standard

6.1. Upon request by User, UWR **may** list RoUs or RoU or Rainwater Offset Credits or RoUs or water credits or water offsets or water or Water units specific to a pre approved or existing UWR RoU Standard under the authority given by the governing body of any such Standard in accordance with this clause 6, the terms

specified in the User Guidelines and any documentation issued by the governing body of any such Standard.

6.2. UWR will require any User who intends to list Rainwater Offset Credits or RoUs or water credits or water offsets units on the UWR to provide, or arrange for:

- a. the provision of, evidence of verification of those RoU or water or Water Units;
- b. evidence of legal title to the RoU or water or Water Units in accordance with the User Guidelines/Manual; and
- c. any other matter required under a Standard or by UWR whether in the User Guidelines or otherwise.

6.3. UWR will only list such RoU or Water/water Units as active if:

- a. the User has submitted complete and signed documentation required by the governing body of the UWR program for RoUs;
- b. UWR is satisfied (based solely on the information provided by the User and third parties) that the project for which RoUs or water or Water Units are to be listed meets the UWR RoU Standard/s;
- c. the User complies with all relevant laws and User and its verifier gives a written assurance that the offsets or units are not double counted ;
- d. the User has paid any applicable issuance fee as required by UWR;
- e. the User has paid any applicable issuance levy or fee as required by the other Standard or the governing body of any such Standard under which the project or credits were previously registered;
- f. the User has submitted an original signed copy of any agreements or documents as required by the Standard or the governing body of any such Standard, these terms and conditions or the User Guidelines; and
- g. the User has complied with any other requirements specified in the Standards Material or by the governing body of any such Standard or UWR from time to time.

6.4. Where UWR lists RoUs in accordance with this clause 6, RoUs will be listed with a unique serial number in the UWR recorded against the listing in the User's account, and even if the RoU has already been listed with a serial number by any governing body, association, board or other entity pursuant to any Standard in the past, the UWR will record all units as per the UWR serial number nomenclature being used on the UWR platform.

6.5. Where the User asserts that the RoU has been certified to an additional Standard or qualitative criteria, UWR **may** record the fact of certification in the UWR project description at the time of listing the RoU or equivalent project or Unit where User has complied with the provisions of this clause 6 in so far as it also relates to that additional Standard or qualitative criteria. The onus of attaching any additional standards and its certification proof rests with the User and verifier.

6.6. RoUs listed in accordance with this clause 6 must not be transferred or retired to any registry other than UWR or an Approved Registry by UWR.

6.7. The User authorises UWR to obtain information about RoUs held on any other registry, database, administrator, trading platform and/or exchange.

6.8. RoUs listed by UWR in accordance with this clause 6 may only be retired by UWR in accordance with clause 8 and the User Guidelines and any applicable Standards Material.

6.9. Where UWR is not itself authorised to list RoUs pursuant to a Standard it may enter into any necessary arrangements it may require with the relevant Standard and its listing registry to facilitate listing and transfer of the Units to an account in the UWR Registry (Facilitation Service).

6.10. UWR may, in its absolute discretion, refuse to list/retire/transfer/convert any RoU in the UWR Registry.

7. Recording the Transfer or Conversion or Cancellation of Units

7.1. The User need not notify UWR upon transferring, selling, converting, assigning, disposing of, or otherwise dealing with or acting upon Units listed within the User's account. Once the RoUs or any environmental attributes are assigned to a registered UWR project activity, only the RoUs or environmental attributes held within and in control of the USER and within the said USER account can be cancelled (retired). Delisting or cancellation requests of the registered UWR project is subject to UWR approval and associated fees (described further in subsection 7.4 below) and **has no bearing on the RoUs/Environmental Units auto transferred to the UWR as part of the UWR fee structure payable.**

7.2. Upon receiving notification from any external program or platform of an action in accordance with clause UWR will:

- a. record the action in the UWR public view;
- b. if the action involves a transfer of RoUs to a sub-account within the User's account, UWR

will transfer the serial number of the listed RoU into the relevant sub-account;

- c. if the action involves a transfer of RoU to a member/buyer/broker/purchaser with an account in the UWR Registry, UWR will notify the purchaser of the transaction through the UWR Registry platform. Upon approval of the transaction by the purchaser, UWR will transfer the serial number of the listed RoU into the purchaser's UWR Registry account in a de-centralized manner;
- d. if the action involves a transfer of RoUs to a purchaser without an account in the UWR Registry, UWR will record the serial numbers of the transferred Units in the User Account; and
- e. if the action involves a transfer of RoUs listed under clause 6, to a purchaser without an account in the UWR Registry, but which holds an account in another Approved Registry, UWR will record the serial numbers of the transferred Units and cancel the same from the User account. However, this action is subject to the establishment of a linkage or agreement between UWR and the Approved registry.

7.3 Upon receiving notification from a Financial Market Settlement System or Regulatory Agency, that there has been an erroneous or fraudulent transfer related to an account held in the UWR Registry, UWR may reverse the transaction or movement of RoUs in accordance with any instructions received from the relevant Financial Market Settlement System or Regulatory Agency.

7.4 Deregistering Registered Project Activities:

Members who wish to deregister any Project which has received prior UWR approval for registration under the UWR RoU Program/Standard (i.e. projects that have been approved for verification) will have to pay a flat fee amounting to **USD\$ 5000.00 (US Dollar Five Thousand) or its Indian Rupee Equivalent in order to initiate the cancellation process by UWR.** The process can only begin post settlement of the invoice issued by UWR to the member/aggregator requesting the same.

Deregistering Active Project Activities:

Members who wish to deregister or cancel an active project (i.e. a project which has already been issued RoUs for the same), will be required to pay a cancellation charge amounting to **USD\$0.80 (US Dollar eighty cents or its Indian Rupee Equivalent) RoU issued for the entire crediting period.** This process can only begin post settlement of the invoice issued by UWR to the member/aggregator requesting the same.

8. Retirement of Units

8.1. The User may directly retire Units (RoUs) in accordance with the rules set out in the User Guidelines.

8.2. The User acknowledges and agrees that **if the User retires or burns & tokenizes RoUs within the registry:**

- a. it will be required to transfer all legal and beneficial title in such RoUs or environmental units to UWR in accordance with the procedure set out in the User Manual/Guidelines;
- b. neither it nor any third party will have any further rights to take the benefit of such Units nor the underlying Environmental Benefits/Attributes corresponding to such Units- **except under clause c below;**
- c. using the burn and tokenize function ***for the sole creation/conversion, preferably on a 1:1 basis/ratio, into another tradable unit/base token/instrument/blockchain token/utility token/smart contract/blockchain token/non-fungible token (NFT), then in such cases,*** the environmental benefit/attributes corresponding to the water recharge/conservation, environmental attribute and/or Sustainable Development Goal (SDG) action and/or Water avoidance/removal/sequestered ton or recharged/conserved litres, as applicable, can be assumed to be transferred *unutilized or unused*, to the new conversion or creation, provided the record of such action is made in the UWR for public view and the RoU or environmental unit or SDG unit is **burnt and tokenized (only on using the burn and**

tokenize function within the UWR system) on the UWR prior to the creation of such a *blockchain tradable unit/token/instrument/token/utility/wrap token/smart contract/crypto token/NFT* to prevent doublecounting.

d. it will procure that all relevant third parties understand or acknowledge or enter into such agreements as are necessary to ensure that neither the User nor any third parties have any further rights to take the benefit of such Units nor the underlying Environmental Benefits corresponding to such Units retired *unless the burn and/or tokenize event/action is selected and used for the purposes mentioned in clause c above (i.e typically related to the blockchain or decentralized market or transfer of metadata "on chain" protocol or mechanism)*. UWR permission is not required for creating blockchain tokens using RoUs tokens if the User chooses to enter the decentralized protocol/market currently available or being built with CoUs or RoUs or environmental units held in the Users custody. It is assumed that the User has undertaken due diligence prior to using the option under clause c above and also accepts that the process is irreversible and that UWR has no control of such RoUs or environmental units in the form of thirdparty off site blockchain tokenized units that are transferred onto a thirdparty API or token protocol. **UWR does not directly create any blockchain based assets within the UWR platform and ecosystem.**

8.3 Subject to clauses above, any units retired by the User or the UWR in accordance with this clause 8 is irrevocable, and the User acknowledges that any such instruction will not be reversed.

8.4 UWR acknowledges and agrees that, *except under the the conditions indicated in 8.2.c*, once the User has complied with this clause 8 and has retired the RoUs, UWR will not take any action to exercise or purport to exercise any right or interest, or deal with or otherwise use, the retired CoUs or RoUs or the underlying Environmental Benefits/Attributes corresponding to such RoUs and considers that no person has any further rights to take the benefit of the retired RoUs or the underlying Environmental Benefits/Attributes corresponding to such RoUs.

9. Requirements for delisting registered UWR projects with issued /RoUs/Environmental Units

De-listing of UWR registered projects is subject to the following:

- Approval of the UWR administrator /Board and **subject to payment of necessary delisting fees as decided by the UWR board (as specified in section 7.4).**

10. Hold Harmless

The User agrees that UWR is a private service organisation and third party record keeper, whose purpose is the provision of the RoU record keeping and administrative services. The User agrees to hold UWR harmless for the failure of other Members to abide by their agreements with UWR.

The User acknowledges and agrees that UWR does not in any way guarantee the legal title or Environmental Benefit/Attributes of the Units and the User relies on any content obtained on UWR at its own risk.

For the avoidance of doubt, UWR has made its best endeavours to confirm, but is under no obligation to verify or otherwise enquire into the validity of, or the legal title to the RoU, including any Environmental Benefit/Attributes derived therein which have been, in all circumstances, verified by a Standard and issued in an unrelated offset Registry. For the avoidance of doubt, UWR shall not be liable for any damage, whether direct, indirect, special or consequential, or loss of profits suffered by the User/Member, its Authorised Representative(s), Aggregator or Broker(s) as a result of any use of the UWR by the User, or their Authorised Representative(s), Aggregator or Broker(s); and/or any acts, events, omissions and defaults caused directly or indirectly by any Event; and/or any technical problems with UWR computer hardware or software; and/or any imperfection, invalidity or defect of any kind with respect to any Unit, including in relation to the legal title of Units or any claims related to the use or characteristics of Units; and/or any acts, omissions and defaults of the administrators of the UWR; and/or any changes in market conditions; and/or any third party who gains authorised or unauthorised access to or otherwise makes use of the UWR Platform through the use of the Member's Access Code; and/or any breach by the Member, its Authorised Representatives', Aggregator or Broker or UWR of any part of these Rules.

11. Covenants of User and Suspension

UWR may suspend the User's access to the UWR Registry and the User's UWR Registry Account and/or Program Sub-Accounts, or the User's Buyer Account and/or Business Sub-Accounts, at any time **with or without cause and without prior notice to the User**. Without limiting any other remedies or limiting the foregoing, UWR may suspend the User's access to the UWR Registry/Platform/Accounts if:

- (a) UWR reasonably suspects that the User has engaged in fraudulent, unethical or illegal activity in connection with the UWR Registry, UWR Programs or its website;
- (b) it has received instructions to do so from the relevant Government Regulator/Authorities;

- (c) the User has failed to pay the necessary fees, costs or other amounts required to be paid under these Terms of Use within five (5) Business Days of the applicable Due Date;
- (d) the User has breached any representation, warranty, covenant or agreement contained herein, or otherwise failed to abide by these Terms & Conditions, the procedures set out by UWR including the UWR Program Rules and Requirements or any relevant Regulations;
- (e) accreditation or approval for any RoUs listed by or on behalf of the User is withdrawn or threatened to be withdrawn for any reason other than such units having been issued in error;
- (f) any RoUs listed by or on behalf of the User are the subject of, or become the subject of, a Dispute, other than to an issue of erroneous issuance; or
- (g) if the User is acting as an Agent/Representator/Aggregator, any authorization to act in that capacity has been revoked by the Principal or Project Proponent;
- (h) the User is otherwise acting in a way that may bring the UWR Program and Registry or any of the UWR Programs into disrepute via published blog posts, newspaper or media articles and interviews.
- (i) the User intentionally has attempted to double register a project or failed to disclose the prior history of the project submitted for registration and has been duly informed of the same by UWR during the project registration process.

UWR shall provide the User with written notice via email of the circumstances giving rise to the suspension under this section as soon as possible. While a User's access to the UWR Registry and/or UWR Registry Account and any Program Sub-Accounts, is suspended, the User will have no access to any Accounts or right to deal with any User issued/listed RoUs in the UWR Registry and Platform and any instruction by the User to UWR to register projects, list, record the transfer of, retire or burn and tokenize RoUs in the UWR Registry will be declined. Upon notification by UWR of suspension, the User will have ten (10) Business Days to: (a) show cause in writing as to why the User should not be permanently suspended from the UWR ecosystem (Platform and Registry) and why the Projects listed and/or the RoUs issued to the User account should not be delisted.