



**Universal Carbon Registry
Terms and Conditions
February 2022**

Universal Co₂ Emission And Offset Registry Pvt Ltd (Universal Carbon 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 Co₂ Emission And Offset Registry Pvt Ltd (Universal Carbon Registry) located at OC-4 , 573 Third Floor , Main Road Chirag New Delhi 110017, India, offers to make its proprietary Universal Carbon Registry (UCR) at www.ucarbonregistry.com and www.ucarbonregistry.io available to the User.

B. The User wishes to use the UCR 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 UCR 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 UCR services.
2. Acceptance Date means the date described in this agreement
3. Agreement means these UCR Terms and Conditions.
4. Approved Registry means any registry approved by the governing body of any Standard under which the CoUs or CoU or Carbon Offsets or Certified Emission Reductions or Voluntary Carbon Units or Verified Carbon 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 UCR 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 UCR that lists the serial numbers of Carbon Offset or CoUs or CoU or Units or Carbon Credits or Rainwater Offset Credits or RoUs or water credits or water offsets transferred to third parties with accounts in the UCR and CoUs or CoU or Units or CoUs or Rainwater Offset Credits or RoUs or water credits or water offsets held by Users in the UCR.
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 CoUs or CoU or Units or CoUs or Rainwater Offset Credits or RoUs or water credits or water offsets that may arise between the User and any third party including UCR, 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) GHG Reductions, or (iii) 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 UCR and the governing body of any Standard, and as accepted by UCR.
12. Ex-ante means the listing of CoUs or CoU or Units or CoUs or CoUs or Rainwater Offset Credits or RoUs or water credits or water offsets in accordance with the relevant Standard with respect to a project that has been granted an Ex-ante Validation Report but prior to the verification of emission reductions or removals or water recharge and conservation or other Environmental Benefits from that project activity as prescribed by the relevant Standard.
13. Ex-post means the listing of CoUs or CoU or Units or CoUs or CoUs or 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 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 UCR) 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. GHG Reductions means the removal, limitation, reduction, avoidance, sequestration or mitigation of one metric ton of emissions of GHGs measured in carbon dioxide equivalent from the atmosphere. Rainwater Offset Credits or RoUs or water credits or water offsets means the capture or recharge of unutilized water as per the UCR Rainwater Offset Standard and Protocol.
17. Greenhouse Gases or GHGs means the six gases listed in Annex A to the Kyoto Protocol.
18. Indicative Vintage Year means the year anticipated for the Environmental Benefit associated with the CoU or RoU to be achieved between 01 January and ending on 31 December of that year.
19. 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.
20. Principal means a third party who owns CoUs or Offset Units or CoUs or or Rainwater Offset Credits or RoUs or water credits or water offsets or wishes to utilise the UCR services and who has appointed an Aggregator to act on its behalf for the purposes of using the UCR services.
21. Private Registry Services means the provision by UCR 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.
22. 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.
23. Standard means a set of definitions, laws, rules or methodologies, or a plan, system or arrangement or other standard under which CoUs or CoU or Units or CoUs or Rainwater Offset Credits or RoUs or water credits or water offsets are endorsed, approved or accredited and which have been accepted by UCR.
 24. Standards Material means documents, guidelines, style guides, operating procedures requirements and / or guidance issued by the governing body of the relevant Standard.
 25. Terms and Conditions means these UCR terms and conditions and the User Guidelines, as modified from time to time. UCR means Universal CO₂ Emission and Offset Registry Private Limited or UCR or Ucarbonregistry and any subsidiary or affiliate that may operate the UCR for or on UCR's behalf.
 26. UCR Privacy Policy means the privacy policy of UCR available on the website ucarbonregistry.com and ucarbonregistry.io.
 27. UCR Business means the business of providing registry services for environmental markets, including but not limited to this UCR.
 28. CoU or Unit(s) means carbon dioxide equivalent CoU or Unit or carbon offset/credit CoU or Unit. Each individual CoU 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 UCR or Registry as determined by UCR, which has been, or will be, assigned a unique serial number by UCR or some other organisation acceptable to UCR.
 29. 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 UCR or Registry as determined by UCR, which has been, or will be, assigned a unique serial number by UCR or some other organisation acceptable to UCR.
 30. 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 UCR Registry for the purposes of dealing with CoUs or CoU or Carbon Credit or Offset Units or Rainwater Offset Credits or RoUs or water credits or water offsets.
 31. User Guidelines means any guidance that may be provided by UCR from time to time to the User or listed on UCR's website and includes, without limitation, the UCR user manual and any guidance notes or other material issued by UCR from time to time.

2. General Terms of Use

2.1. The User acknowledges and agrees that when using the UCR, 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 CoUs or CoU or Carbon 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.

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

3.1. In the event that the UCR deem that an applicant is not suitable and refuse to enter into a Account opening agreement 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 UCR is solely at the discretion of UCR. These Terms and Conditions commence on the date on which the User indicates to the UCR that the User agrees with and accepts the Terms and Conditions. These Terms and Conditions shall continue in

effect until terminated.

- 3.2. Once the User has indicated their acceptance to the Terms and Conditions, and provided satisfactory material to UCR in accordance with User Program Manual, the User may open an account in the UCR Registry in accordance with the rules in the User Program Manual/Guidelines or specified by UCR from time to time.
- 3.3. Accounts will be maintained for the purpose of transferring, holding, retiring or creating other instruments related to CoUs or CoU or or Rainwater Offset Credits or RoUs or water credits or water offsets or Carbon or Water Units between Programs/Registries/platforms.

4. Aggregators or Aggregators

- 4.1. Subject to clause 4.5, an Aggregator or Aggregator may open an account in the UCR in accordance with clause 3.2 on behalf of a Principal/Project Owner who owns CoU or CoUs or CoU or Carbon or Water Units or Rainwater Offset Credits or RoUs or water credits or water offsets .
- 4.2. Any User of the UCR 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.
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- 4.3. If the agency or other arrangement between an Aggregator and the Principal is revoked, the Aggregator or Aggregator must notify UCR immediately and all CoUs or CoUs or CoU or Rainwater Offset Credits or RoUs or water credits or water offsets or water or carbon Units held by the Aggregator in accounts for the Principal shall be suspended until alternative arrangements have been made to the satisfaction of UCR.
- 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 UCR Registry acting as a member/broker/CoU/RoU buyer for, or otherwise engaging in transactions on behalf of, a third-party (including as a broker or adviser for investment) must furnish UCR 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. UCR reserves the right (but undertakes no obligation) to terminate access rights of any User that is a member/broker/CoU/RoU buyer or other party described herein if not so registered and in good standing in a jurisdiction UCR 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 CoUs or CoUs or CoU or Rainwater Offset Credits or RoUs or water credits or water offsets or water or carbon 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 UCR 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. UCR may assume that any request or instruction UCR 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, CoUs or CoU or Units Pursuant to a Standard

6.1. Upon request by User, UCR **may** list RoUs or RoU, CoUs or CoU or Rainwater Offset Credits or RoUs or water credits or water offsets or water or carbon units specific to a pre approved or existing GHG or Water 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. UCR will require any User who intends to list CoUs or CoU or Rainwater Offset Credits or RoUs or water credits or water offsets units on the UCR to provide, or arrange for:

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

6.3. UCR will only list such CoUs or RoU or carbon/water Units as active if:

- a. the User has submitted complete and signed documentation required by the governing body of the UCR program for RoUs and/or CoUs;
- b. UCR is satisfied (based solely on the information provided by the User and third parties) that the project for which CoUs or CoU or RoUs or water or carbon Units are to be listed meets the UCR 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 UCR;
- 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 UCR from time to time.

6.4. Where UCR lists CoUs or RoUs in accordance with this clause 6, such CoUs or RoUs will be listed with a unique serial number in the UCR recorded against the listing in the User's account, and even if the the CoU or 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 UCR will record all units as per the UCR serial number nomenclature being used on the UCR platform.

6.5. Where the User asserts that the CoU or RoU has been certified to an additional Standard or qualitative criteria, UCR **may** record the fact of certification in the UCR project description at the time of listing the CoU 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. CoUs or RoUs listed in accordance with this clause 6 must not be transferred or retired to any registry other than UCR or an Approved Registry by UCR.

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

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

6.9. Where UCR is not itself authorised to list CoUs or 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 UCR Registry (Facilitation Service).

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

7. Recording the Transfer or Conversion of Units

7.1. The User need not notify UCR upon transferring, selling, converting, assigning, disposing of, or otherwise dealing with or acting upon Units listed within the User's account.

7.2. Upon receiving notification from any external program or platform of an action in accordance with clause 7.1, UCR will:

- a. record the action in the UCR public view;
- b. if the action involves a transfer of CoUs or RoUs to a sub-account within the User's account, UCR will transfer the serial number of the listed CoU or RoU into the relevant sub-account;
- c. if the action involves a transfer of CoUs or RoU to a member/buyer/broker/purchaser with an account in the UCR Registry, UCR will notify the purchaser of the transaction through the UCR Registry platform. Upon approval of the transaction by the purchaser, UCR will transfer the serial number of the listed CoU or RoU into the purchaser's UCR Registry account in a de-centralized manner;
- d. if the action involves a transfer of CoUs or RoUs to a purchaser without an account in the UCR

Registry, UCR will record the serial numbers of the transferred Units in the User Account; and
e. if the action involves a transfer of CoUs or RoUs listed under clause 6, to a purchaser without an account in the UCR Registry, but which holds an account in another Approved Registry, UCR 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 UCR 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 UCR Registry, UCR may reverse the transaction or movement of CoUs or RoUs in accordance with any instructions received from the relevant Financial Market Settlement System or Regulatory Agency.

8. Retirement of Units

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

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

a. it will be required to transfer all legal and beneficial title in such CoUs or RoUs to UCR 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. for the sole creation/conversion, on a 1:1 basis/ratio, into another tradable unit/base token/instrument/blockchain token/utility token/smart contract/crypto token/cryptocurrency/non-fungible token (NFT), then in such cases, the environmental benefit/attributes corresponding to the water recharge/conservation and carbon 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 UCR for public view and the CoU or RoU is **retired/burnt on the UCR prior** to the creation of such a **blockchain tradable unit/token/instrument/token/utility/wrap token/smart contract/crypto token/cryptocurrency/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 retirement or burn and/or tokenize event/action is 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). UCR permission is not required for creating blockchains using CoUs or RoUs or if the User chooses to enter the decentralized protocol/market currently available or being built with CoUs or RoUs 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 UCR has no control of such CoUs or RoUs in tokenized units that are transferred onto a blockchain protocol.*

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

8.4 UCR 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 CoUs or RoUs, UCR 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 CoUs or RoUs and considers that no person has any further rights to take the benefit of the retired CoUs or RoUs or the underlying Environmental Benefits/Attributes corresponding to such CoUs or RoUs.

9. Hold Harmless

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

The User acknowledges and agrees that UCR 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 UCR at its own risk.

For the avoidance of doubt, UCR 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 CoU or 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, UCR 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 UCR 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 UCR 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 UCR; 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 UCR Platform through the use of the Member's Access Code; and/or any breach by the Member, its Authorised Representatives', Aggregator or Broker or UCR of any part of these Rules.