

# ARC Registry Declaration of Agency Agreement

THIS ARC REGISTRY DECLARATION OF AGENCY AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the “Effective Date”), by and between \_\_\_\_\_ (“Principal”) and \_\_\_\_\_ (“Agent”). In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, the parties hereto agree as follows:

**1. Recitals.** Each of the parties hereto recites, affirms, and agrees as follows:

1.1. Green Blue Institute, Inc., a Delaware non-profit corporation (“GreenBlue”) has defined a new environmental commodity referred to as an Attribute of Recycled Content (or ARC) and has created a system and registry referred to as the ARC Registry for recording information related to the generation, trading, and Retirement of ARC certificates.

1.2. Access to and use of the ARC Registry is subject to the ARC Registry Terms of Use (located at: [rmscertified.com/about/standard](https://rmscertified.com/about/standard)) (the “ARC Registry Terms”) and the ARC Registry Policies (as defined in the ARC Registry Terms) (collectively, the “ARC Registry Terms and Policies”).

1.3. Principal is, or desires to become, an Account Holder pursuant to the ARC Registry Terms and has engaged Agent to be Principal’s Authorized Agent (as defined in the ARC Registry Terms).

**2. Definitions.** Except as otherwise defined herein, all terms used in this Agreement have the meanings set forth in the ARC Registry Terms.

**3. GreenBlue as Third-Party Beneficiary.** Principal and Agent hereby designate GreenBlue as a third-party beneficiary of this Agreement with the right to enforce this Agreement. The parties expressly agree (a) that this Agreement cannot be amended or modified without GreenBlue’s prior written consent, and (b) that the parties will provide GreenBlue with written notice at least thirty (30) days prior to any termination or cancellation of this Agreement.

**4. Acceptance of ARC Registry Terms.** Principal represents and warrants to GreenBlue that Principal has read and agrees to be bound by and comply with all of the terms and conditions of the ARC Registry Terms and Policies. Agent represents and warrants to GreenBlue that Agent has read the ARC Registry Terms and Policies and agrees that Agent will, as Principal’s Authorized Agent, comply with all of the terms and conditions of the ARC Registry Terms and Policies.

**5. Appointment of Agent as Authorized Agent.**

5.1. The parties represent, warrant, and agree that Principal and Agent have entered into a legally binding agreement, pursuant to which Principal has appointed Agent as its attorney-in-fact and authorized Agent to act on behalf of Principal in all respects in connection with the ARC Registry, including without limitation: (a) reporting and recording information regarding Projects, ARCs generated by Projects, and the transfer and Retirement of ARCs; (b) creating and managing User Accounts; (c) receiving, accessing, and reviewing reports related to the ARC Registry; (d) receiving invoices from GreenBlue or the Registry

Administrator and paying the Fees due pursuant to the ARC Registry Terms; and (e) communicating with GreenBlue and the Registry Administrator regarding Principal's ARC Account. The parties acknowledge and agree that Principal has appointed Agent as Principal's Authorized Agent (as defined in the ARC Registry Terms).

5.2. The parties acknowledge and agree that Agent is authorized to communicate and transact directly with GreenBlue and the Registry Administrator as Principal's sole and exclusive agent, and GreenBlue and the Registry Administrator are authorized to communicate and transact directly with Agent as Principal's Authorized Agent.

5.3. If Principal is not already an Account Holder, the parties acknowledge and agree that Principal has specifically authorized and directed Agent to execute and accept the ARC Registry Terms and Policies on Principal's behalf as an authorized representative of Principal and to create an ARC Account in Principal's name, for which Principal will be the Account Holder.

**6. Principal's Obligations.** Nothing in this Agreement in any way limits or alters Principal's obligations under the ARC Registry Terms and Policies, and Principal is not released from, and will remain liable to GreenBlue for, compliance with all of the terms and conditions of the ARC Registry Terms and Policies. The parties acknowledge and agree that Principal will be responsible and liable for all acts and omissions of Agent in connection with the ARC Registry Terms and Policies and the ARC Registry Services as if such acts and omissions of Agent were the acts and omissions of Principal.

**7. Confidentiality.** The parties acknowledge that, in Agent's role as Principal's Authorized Agent, Agent may receive, learn, or have access to Confidential Information of the GreenBlue Parties (as defined in the ARC Registry Terms). Agent represents, warrants, and agrees (a) that it will only use such Confidential Information solely for the purpose of serving as Principal's Authorized Agent with respect to Principal's ARC Account, (b) that it will not disclose any of such Confidential Information except (i) as expressly permitted under the ARC Registry Terms, and (ii) as authorized or directed by Principal, and (c) that it will use commercially reasonable measures to protect and safeguard such Confidential Information from unauthorized use or disclosure.

## **8. Reliance by GreenBlue.**

8.1. Principal and Agent each acknowledges, agrees, and intends that GreenBlue will rely upon the truth, accuracy, and completeness of the recitals, affirmations, acknowledgments, declarations, representations, and warranties in this Agreement. Each of Principal and Agent represent and warrant to GreenBlue that it will promptly notify GreenBlue in writing if and when any recitals, affirmations, acknowledgments, declarations, representations, or warranties in this Agreement ceases to be true, accurate, and complete. Principal and Agent each acknowledge that GreenBlue may suffer losses, damages, fees, and expenses (collectively, "Losses") if any recital, affirmation, acknowledgments, declaration, representation, or warranty in this Agreement is, or becomes, incomplete, inaccurate, or false, or if Principal or Agent breach their obligations under this Agreement, and each of Principal and Agent agrees to indemnify GreenBlue for any such Losses.

8.2. THE PARTIES ACKNOWLEDGE AND AGREE THAT NOTHING IN THIS AGREEMENT WILL BE CONSTRUED TO CREATE OR GIVE RISE TO ANY LIABILITY OR OBLIGATIONS ON THE PART OF GREENBLUE. EACH OF PRINCIPAL AND AGENT IRREVOCABLY AGREES NOT TO SUE AND WAIVES

AND RELEASES GREENBLUE FROM, AGAINST, AND WITH RESPECT TO ANY AND ALL LIABILITY, DAMAGES, LOSSES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO: (1) THIS AGREEMENT, OR (2) PRINCIPAL'S APPOINTMENT OF AGENT AS PRINCIPAL'S AUTHORIZED AGENT.

## 9. General Provisions.

9.1. Due Authorization. Each party represents, warrants and agrees that the execution and performance of this Agreement have been duly approved by all necessary action, corporate or otherwise, and are not in violation of any other agreement such party has with any third parties; and that this Agreement is a valid binding, legal obligation of each party, enforceable in accordance with its terms. Each individual signing this Agreement represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of the party for whom he or she is signing.

9.2. Notice. All notices provided to GreenBlue in connection with this Agreement will be in writing and delivered to GreenBlue in the same manner prescribed for notices to GreenBlue that is set forth in the ARC Registry Terms.

9.3. Governing Law; General Construction. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the applicable federal laws of the United States, without regards to the conflict of law and choice of law rules or provisions of any jurisdiction. Any and all claims and disputes arising out of, or relating to, this Agreement, or the performance or non-performance by either party of any of its obligations hereunder will be commenced and maintained only in a state or federal court of competent subject matter jurisdiction situated or located in Albemarle County, Virginia or Charlottesville, Virginia. Each party consents to the exclusive personal jurisdiction of and venue in any such court and any appellate court therefrom. The words "include", "includes", and "including" are not limiting, the word "or" is not exclusive, and the words "herein", "hereunder", and "hereof" refers to this Agreement.

9.4. Non-Waiver; Severability. No waiver of any term or condition of this Agreement by any party will be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement. In the event that any provision of this Agreement is finally determined by a court of competent jurisdiction to be void, unenforceable, invalid, or otherwise contrary to law or equity, the parties agree to reform (or as necessary, authorize such tribunal to reform) this Agreement to the extent necessary to cure (or if necessary, delete) such provision, and that the remainder of this Agreement that can be given effect without the benefit of such provision will be given effect.

9.5. Non-Assignability; Binding Effect. This Agreement is personal to Principal and Agent. Neither this Agreement nor any of either party's rights or obligations will be sold, transferred, delegated, subcontracted, or assigned without the prior written consent of the other party and at least thirty (30) days' prior written notice to GreenBlue, and any attempt to do so without such consent and notice will be void *ab initio*, and no rights will devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee, or other party. Any permitted assignee will assume all obligations of its assignor under this Agreement. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

9.6. Counterparts; Electronic Signatures. This Agreement may be executed and delivered electronically (for example, by facsimile, an electronic signature service such as DocuSign, or via email or other

electronic transmission of a portable document format or “PDF” file) and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

**10. Survival.** Any termination, cancellation, or expiration of this Agreement notwithstanding, Sections 7 and 8, and any provisions which are by their terms intended to survive and continue, will survive and continue.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this ARC Registry Declaration of Agency Agreement to be executed by their duly authorized representatives as of the date first written above.

**Principal:**

\_\_\_\_\_  
Printed Name of Principal

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Position/Title of Authorized Representative

\_\_\_\_\_  
Date

**Agent:**

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Position/Title of Authorized Representative

\_\_\_\_\_  
Date