Xpansiv



Tradables Instrument for Global Renewables (TIGR)
Declaration of Agency

This Declaration of Agency ("Declaration") is made this _____day of _____, 20___by the following:

PRINCIPAL: _____("Principal")

AGENT: _____("Agent").

RECITALS

WHEREAS, APX, Inc., an Xpansiv company ("Registry Administrator") operates the Tradables Instrument for Global Renewables registry (the "Registry");

WHEREAS, Principal is an Account Holder on the Registry and has engaged Agent to access the Registry on its behalf;

WHEREAS, Agent and/or Principal may have access to certain confidential information and materials contained in the Registry (the "Confidential Information"); and

WHEREAS, such access to the Registry by Principal and/or Agent is governed by rights and obligations established by or under the Registry's Terms of Use (the "Terms of Use"), the TIGRs Standard and Procedures and such other agreements, manuals and practices of Registry Administrator, as applicable (the "Operative Documents").

DECLARATION

NOW, THEREFORE, acknowledging that Administrator will rely on the truth, accuracy and completeness of the declarations made below, Principal and Agent declare and agree:

1. Exclusivity of Agent's Authority.

Pursuant to this binding, legally enforceable Declaration entered into by and between Principal and Agent, Principal hereby authorizes Agent to act as its agent with respect to all aspects of Principal's rights and responsibilities under the Operative Documents as an Account Holder in the Registry, including but not limited to creation of TIGRs℠, transferring TIGRs, reviewing reports, trading TIGRs, receiving bills from Administrator and paying the fees due to Administrator (the "Authorized Rights and Responsibilities"). With respect to the Authorized Rights and Responsibilities, Agent is authorized to communicate and transact with Administrator as Principal's sole and

exclusive agent, and Administrator is authorized to communicate and transact directly and exclusively with Agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by Administrator to Agent.

2. Specification of Authorized Rights and Responsibilities.

Agent shall assume the rights and responsibilities described herein and in the Operative Documents. Agent agrees to be bound by the Operative Documents, including but not limited to the limitations of liability and indemnification provisions contained therein.

3. Continuing Responsibilities and Liabilities of Principal.

Notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable to Administrator for compliance with all of the terms and conditions of the Operative Documents, including without limitation indemnification of Administrator, defaults under the Operative Documents committed by Agent, and payment of all amounts due or to become due to Administrator under the Operative Documents. Agent's authorization to make payment of any such amounts hereunder shall not release Principal from liability for any obligations to Administrator not satisfied by Agent, financial or otherwise.

4. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.

4.1 Principal and Agent each recognizes, accepts and intends that Administrator will rely, upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliance with the Operative Documents. Principal and Agent each recognizes and accepts that Administrator may suffer losses and damages if any declaration is or becomes untrue, inaccurate or incomplete, and each agrees to indemnify Administrator for any such losses and damages.

4.2 Principal and Agent each has a continuing duty to notify Administrator if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as Administrator receives written notification of any change to any declaration, signed by both Principal and Agent, or by either of them together with a certification that the other has been notified, Administrator shall be entitled to rely perpetually on this Declaration as governing its relationship with Principal and Agent as to the subject matter of this Declaration. Any written notice of changes to the declarations herein must be provided to Administrator at least thirty days in advance of their effectiveness.

4.3 Nothing in this Declaration shall be construed to create or give rise to any liability on the part of Administrator, and Principal and Agent expressly waive any claims that may arise against Administrator under this Declaration. This Declaration shall not be construed to modify any of the Operative Documents and in the event of conflict between this Declaration and an Operative Document, the applicable Operative Document shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the Operative Documents, as applicable.

4.5 The Recitals are hereby incorporated into the body of this Declaration.

5. Confidentiality.

In the context of Agent's access to the Registry on Principal's behalf, Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Agent is solely for the purpose of serving as Principal's agent with respect to Principal's Account in the Registry. Agent shall not use any Confidential Information contained in the Registry for any other purpose, including but not limited to the use, sale or other disposition of said information to any third parties for any reason.

IN WITNESS WHEREOF, Principal and Agent execute this Declaration to be effective as of the date written above or upon receipt of a fully executed original by Administrator, whichever date is later.

PRINCIPAL	AGENT
_____	_____
Name:	Name:
Title:	Title:
Company:	Company: