

## Disclaimer

**This model Renewable Gas Guarantees of Origin Agreement is made available to members of the Green Gas Certification Scheme (the ‘Scheme’) for use at their discretion. Use of the Agreement is at Scheme members’ risk and Renewable Energy Assurance Limited (REAL) does not accept or assume responsibility to anyone for any loss arising from such use.**

**As a condition of using the Agreement, Scheme members agree to indemnify REAL (and its officers, employees and agents) from and against all claims, costs, expenses, losses, liabilities, and damages, arising from their use of the Agreement.**

**Version 1.0 – 2018**

## Renewable Gas Guarantees of Origin (RGGO) – Single Delivery

This Renewable Gas Guarantees of Origin Agreement (the “**Agreement**”) is made on [DATE]. The purpose of this Agreement is to set out the terms and conditions of the transaction between the Seller and the Buyer on the Trade Date specified below whereas the Seller agrees to sell and the Buyer agrees to buy a number of Renewable Gas Guarantees of Origin as specified below in No 5 (the “**Certificates**”).

In the event of any inconsistency between the Rules of the Green Gas Certification Scheme (Scheme Rules) and this Agreement, this Agreement will prevail.

It is hereby agreed as follows:

|                |                                          |
|----------------|------------------------------------------|
| 1. Trade Date  | Date                                     |
| 2. Contract No | Seller                                   |
|                | Buyer                                    |
| 3. Seller      | Company :                                |
|                | Address:                                 |
|                | Contact person :                         |
|                | Phone:                                   |
|                | Fax:                                     |
|                | E-mail:                                  |
|                | Bank account details:                    |
|                | Company Registration number:             |
|                | Account no with the Issuing Body (REAL): |

|                      |                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4. Buyer             | Company :                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Address:                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Contact person:                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Phone:                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Fax:                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | E-mail:                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Bank account details                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Invoice address                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Company Registration number:                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Account no with the Issuing Body (REAL):                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 5. Product           | Type of Certificate                                                                                                                                                                                             | <b>Renewable Gas Guarantee of Origin (RGGO)</b>                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Issuing Body                                                                                                                                                                                                    | Green Gas Certification Scheme (REAL)                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                      | Registered producer                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Production location                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | Time of Issuing                                                                                                                                                                                                 | The Certificates were issued for biomethane production between XXXXXXXX XXXX and XXXXXXXX XXXX                                                                                                                                                                                                                                                                                                                                                                           |
|                      | Technology/Feedstock Identifier                                                                                                                                                                                 | MP / MW / MR                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                      | Subsidy                                                                                                                                                                                                         | RHI / No RHI                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                      | Additional Certification                                                                                                                                                                                        | e.g. ISCC / REDCert / NTA 8080                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 6. Production Domain | Great Britain                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7. Quantity          | 000 Certificates á 1 MWh                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 8. Price             | 0,00 GBP for one (1) Certificate,                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | 000,00 GBP in total (the “Total Contract Price”).                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                      | All amounts referred to in this Agreement are exclusive of any applicable VAT and, where applicable, VAT shall be payable by the Buyer in addition to such amounts.                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9. Transaction Costs | The Seller and the Buyer will each bear its own fees and expenses incurred in connection with the negotiations, preparation and execution of this Agreement and the transaction contemplated by this Agreement. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10. Transfer         | Date of Transfer                                                                                                                                                                                                | DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                      | Transfer                                                                                                                                                                                                        | <b>Transfer of ownership by electronic transfer</b><br>No later than on the Date of Transfer, Seller shall transfer ownership of the Quantity to Buyer's account No. with the Issuing Body.<br>Seller initiates the transfer by entering the transaction in the online registry.<br>Buyer accepts the transfer by agreeing to it on the online registry<br>Any registration, transfer and redemption of Certificates will be governed and performed by the Issuing Body. |

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|------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11. Invoicing and Payment</b>                     | Invoicing and Payment Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>Seller will invoice the Buyer the payment for the Certificates after having got the confirmation of transfer of ownership from the Issuing body within fifteen (15) Business Days following the Transfer Date.</p> <p><b>"Payment Date"</b> shall be 10 Business Days after the invoicing date.</p> <p><b>"Business Day"</b> means a day (other than Saturday or Sunday) on which the banks in the jurisdiction of Production Domain are open for general business.</p> |
|                                                      | Payment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | The Buyer shall pay the Total Contract Price on the Payment Date to the Seller's bank account specified herein (No. 3), free of any expenses and without any withholdings and deductions. Payment shall be remitted by bank transfer. Each party shall give in No. 3 and 4 to the other party bank details for the purposes of payment.                                                                                                                                    |
|                                                      | Default Interest Rate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | As from the Payment Date the Seller shall be entitled to charge default interest at a rate of 5 % above the one-month LIBOR interest rate released on the Payment. Interest may be charged from, and including, the Payment Date and to, and excluding, the date of complete payment.                                                                                                                                                                                      |
|                                                      | Payment Netting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | If on any day the parties are each required to pay one or more amounts in the same currency under one or more individual agreements then such amounts with respect to each party shall be aggregated and the parties shall discharge their respective payment obligations through netting, in which case the party, if any, owing the greater aggregate amount shall pay the other party the difference between the amounts owed.                                          |
|                                                      | Special Arrangements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>12. Warranties of the Seller</b>                  | <p>Seller hereby warrants as of the Date of Transfer that,</p> <ul style="list-style-type: none"> <li>- Seller is entitled to dispose of the Certificates and has good, full, legal and beneficial title to all the Certificates that are being transferred to the Buyer, and</li> <li>- the Certificates are not subject to any pledge interest or other encumbrance, and</li> <li>- the Certificates are transferable</li> <li>- the Certificates are corresponding to the above mentioned specification</li> <li>- the Certificates have been managed in accordance with the Scheme Rules</li> <li>- the Certificates have not been sold twice and the Seller has not received any issuance or subsidies in any other certificate system or renewable scheme that are in conflict with the Scheme Rules for the associated volume of gas outlined above.</li> <li>- On each Date of Transfer the Certificates that are being transferred to the Buyer pursuant to this Agreement are in full force and effect and to the Seller's best information, knowledge and belief, no circumstances exist under which the Certificates could be revoked by the Issuing Body.</li> <li>- The Seller will obtain and retain the necessary documentary evidence referred to in each transaction, whether or not requested by the Buyer, and will retain it for provision on request by the Buyer for at least six years following Date of Transfer. The Seller will at its own expense use reasonable endeavours to assist the Buyer in any investigation by Ofgem or any other relevant authority at any time up to six (6) years after Date of Transfer.</li> </ul> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>13. Warranties of the Buyer and of the Seller</b> | <p>Each party warrants and represents to the other party as of the date hereof that:</p> <ul style="list-style-type: none"> <li>a) It is duly organised and existing under the laws of the jurisdiction of its organisation and has full power and legal right to execute, deliver and perform under this Agreement.</li> <li>b) It is not in material breach of either the Scheme Rules or its agreement with REAL.</li> <li>c) Its execution, delivery and performance of this Agreement does not constitute a violation of any law, governmental regulation, its memorandum and articles of association, other agreements or undertakings, and that it possesses the necessary knowledge in order to be able to perform pursuant to this Agreement, and the person signing this Agreement is authorised and empowered to do so.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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- d) It has obtained or submitted any authorisation or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement.
  - e) this Agreement has been duly and validly executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganisation, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).
  - f) There are no pending or threatened legal or administrative proceedings to which it is a party, which to the best of its knowledge would materially adversely affect its ability to perform its obligations under this Agreement.
  - g) It has entered into this Agreement in connection with its line of business and the terms hereof have been individually tailored and negotiated.
  - h) It is not relying upon any representation or warranty of the other party other than those expressly set forth in this Agreement.
  - i) It has entered into this Agreement as principal (and not as agent or in any other capacity, fiduciary or otherwise).
  - j) It has entered into this Agreement with a full understanding of the material terms and risks hereof, and is capable of assuming those risks.
  - k) It has made its investment and trading decisions (including regarding the suitability hereof) based upon its own judgement and any advice from such advisors as it has deemed necessary, and not in reliance upon any view expressed by the other party.
  - l) The other party is not acting as a fiduciary or an advisor for it, nor has given to it any assurance or guarantee as to the expected performance or result of this Agreement.
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#### **13A Revocation**

- (a) If after the Date of Transfer, a Certificate is revoked by the Issuing Body or ceases to be in full force and effect due to fraud, intentional default or gross negligence on the part of one of the parties, then the defaulting party shall compensate the non-defaulting party to the extent that the non-defaulting party shall be in the equivalent situation as if the relevant Certificate had not been revoked or rendered (fully or partially) ineffective.
  - (b) Where any Certificate ceases to have full force and effect after the Date of Transfer for any reason other than the reasons set out in Clause 13A (a) above, then the parties shall reverse without undue delay any payments which have been made between them in respect of such Certificates to the extent that both parties shall be in the equivalent situation as if none of the Certificates rendered (fully or partially) ineffective had been transferred. The parties shall have no additional liability towards each other in respect of such Certificates.
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#### **14. Limitation of Liability**

- (a) Except to the extent included in any amounts to be paid under Clauses 13A (a) or (b) or clause 18 neither party shall be liable to the other, whether in contract, tort (including negligence and breach of duty, statutory or otherwise) or otherwise at law, for any loss of use, profits, contracts, production, revenue or for business interruption or for any consequential or indirect loss or damage of whatsoever nature and howsoever arising.
  - (b) Notwithstanding anything to the contrary contained in this Agreement, the liability of a Party to the other Party for:
    - (i) death or personal injury resulting from negligence of the Party liable, its employees, agents and contractors; or
    - (ii) fraud or fraudulent misrepresentation,
 shall not be limited, save that nothing in this Clause 14 shall confer a right or remedy upon the other Party to which that Party would not otherwise have been entitled.
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**15. Force Majeure**

If the Seller is prevented, hindered or delayed in its performance of any of its obligations under this Agreement by Force Majeure, the Seller shall be excused from the performance of such obligations during the existence of such cause, and shall not be responsible for any damages suffered by the Buyer as a result of such suspended performance except as provided below in this provision, provided that where the Seller is prevented from or delayed in performance by any such cause it shall use its best efforts to avoid, overcome and mitigate the effects of such cause.

Where Force Majeure should prevent the Buyer from making a payment under this Agreement, such payment may be postponed until the obstacle no longer exists and the Buyer shall not be charged default interest as a result of the delayed payment.

**“Force Majeure”** means any circumstances which could not have reasonably been anticipated and avoided by a party or that are beyond a party’s reasonable control, including but not limited to war, explosion, natural calamities, general strike, riot, civil disturbances, sabotage, embargoes, acts rules or regulations of national or local governmental division, subdivision, agencies or instrumentalities of any government, including currency, import or export prohibitions, Acts of God or other causes similar or dissimilar to the foregoing which are beyond the reasonable control of such party, failure or delay of any of the systems operated by or on behalf of the Issuing Body to effect the transfer or the Certificates, and/or a failure of the Issuing Body to carry out its obligations under the Scheme Rules and any refusal to issue or transfer any Certificate, other than where such refusal or transfer is due to the negligence or a default of any of the parties, especially regarding their compliance with the Scheme Rules, which prevents the non-defaulting party from carrying out any one or more of its obligations under this Agreement.

A party who desires relief according to this provision must notify the other party of the Force Majeure preventing or delaying its performance without delay (and shall keep the other party informed of subsequent developments in such circumstances as they occur) and shall continue to take any actions within its power to comply as fully and timely as possible with its obligations under this Agreement and to keep the damage as small as possible.

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**16. Co-operation and Reasonable Best Efforts**

Subject to the terms and conditions hereof, the Seller and the Buyer (a) shall co-operate with the other in connection with consummating the transactions contemplated by this Agreement; and (b) agree to use their reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. For purposes of this provision, the covenant of the parties to use their “reasonable best efforts” shall not require any party to (i) incur any unreasonable expenses, (ii) agree to materially limit the conduct of its business or (iii) divest itself of any material assets or properties, in each case except as otherwise contemplated hereunder.

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**17. Confidentiality**

The parties shall treat the contents of this Agreement and any arbitration award related to this Agreement as confidential. Neither party shall disclose information concerning the contents of this Agreement’s or any arbitration awards related to this Agreement to third parties or disclose this Agreement or an arbitration award in part or in full without prior written consent of the other party, unless required by law or governmental regulation. For the purpose of this provision, Affiliates of the Seller and/or Buyer are not deemed as third parties.

This shall not apply to information which is required to be disclosed to the Issuing Body or to other third parties in order to perform this Agreement.

Information required for the calculation of indexes may to the extent necessary be disclosed by the parties to the index publisher without the prior written approval of the other unless otherwise agreed upon.

Each party is obliged to keep all other information with which they become acquainted in respect of the other party’s business or business operations confidential, with the exception of information which is public knowledge or which is deemed public accessible at the time of the disclosure.

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## 18. Termination

A non-defaulting party may terminate this Agreement with immediate effect for an Event of Default (subject to any right to remedy a default if remediable) by giving written notice to the defaulting party. An Event of Default includes, but is not limited to:

- (a) (Insolvency), bankruptcy of a party (the defaulting party) or a party (the defaulting party) being insolvent or is liquidated whether voluntarily or involuntarily.
- (b) (Representation or Warranty) any representation or warranty made or deemed to have been made proves to have been false or materially misleading at the time it was made or deemed to have been made so as to adversely affect or potentially adversely affect the non-defaulting party's position under in relation to this Agreement;
- (c) (Non-Payment) the party fails to pay any amount when due under this Agreement, and that failure is not remedied on or before the 3<sup>rd</sup> Business Day after the non-defaulting party gives the party notice of that failure;
- (d) (Material Obligation) the party fails to perform a material obligation under this Agreement (other than a payment obligation) and that failure is not remedied within 5 Business Days of the non-defaulting party giving the party notice of that failure;
- (e) (Revocation for Fraudulent Behaviour) the party provided false information to the non-defaulting party or the Issuing Body or ensured that a Certificate was issued on the basis of fraudulent behaviour, statement or undertaking

Circumstances constituting Force Majeure under this Agreement shall not be deemed as an Event of Default.

In addition, either party may terminate this Agreement with immediate effect upon the execution or ratification of, change in or amendment to, any law, rule or regulation (or the application or interpretation of any law, rule or regulation) that occurs after the date of this Agreement but prior to the delivery, and which (i) materially adversely affects either party; or (ii) results in the performance of any obligation of either of the parties under this Agreement being unlawful. The terminating party shall send a written notice to the other party stating the date of termination of this Agreement. Such notification must be given in writing by mail or fax

The right under this provision is in addition to any other remedies available under this Agreement or at law.

On, or as soon as reasonably practicable after the date of termination of this Agreement, the non-defaulting party shall in good faith calculate the termination payment (the "**Termination Payment**"), being the Loss for all transactions or parts thereof (as appropriate) which shall be payable by the defaulting party to the non-defaulting party within 30 Business Days of the date of termination of this Agreement.

"**Loss**" means an amount that the non-defaulting party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with the termination of the transactions, including any loss of bargain, cost of funding (based on the actual costs of the non-defaulting party, whether or not greater than market costs) or, at the election of the non-defaulting party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or re-establishing any related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment required to have been made and not made or non-compliance with clause 13A. Loss does not include the non-defaulting party's legal fees and out-of-pocket expenses. The non-defaulting party may (but need not) determine its Loss by reference to quotations of relevant prices from one or more leading bona fide participants and/or brokers who are independent of the parties.

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## 19. Assignment

Neither party shall be entitled to assign any of its rights or obligations under this Agreement to any person, without the prior written consent of the other party. Such consent may not be withheld unreasonably or delayed, and any purported assignment, charge or transfer in violation of this Clause shall be void. Each party shall be entitled to assign and transfer its rights or obligations without the prior consent of the other Party to an affiliate controlled by or under common control of the relevant Party.

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|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>20. Notifications and Correspondence</b> | <p>All notices or other correspondence under this Agreement shall be in writing and in the English language and shall be deemed to have been received by a party:</p> <ul style="list-style-type: none"> <li>(a) if delivered by hand or courier, on the day of delivery;</li> <li>(b) if posted, on the 5<sup>th</sup> Business Day after being mailed; or</li> <li>(c) if sent by fax, upon receipt by the sender of the confirmation receipt at the end of the transmission; or</li> <li>(d) if sent by email, at the time of transmission.</li> </ul> <p>All such notices and other communications shall be addressed as set out above in No 3, if to the Seller, and as set out in No 4, if to the Buyer or to such other addresses and telefax numbers as may be notified in accordance with this provision.</p> <p>To prove service, it is sufficient to prove that:</p> <ul style="list-style-type: none"> <li>(a) if delivered by hand or by a reputable international overnight courier, the notice was delivered to the correct address; or</li> <li>(b) if sent by post, the envelope containing the notice was properly addressed, paid for and posted; or</li> <li>(c) if sent by fax, the fax was properly addressed and the sent fax shows the time and date the fax was sent; or</li> <li>(d) if sent by email, the email was properly addressed and the sent email shows the time and date the email was sent.</li> </ul> <p>This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.</p> |
| <b>21. Telephone Recordings</b>             | <p>Each party is entitled to record telephone conversations held in connection with this Agreement and to use the same as evidence. Each party waives further notice of such recording and acknowledges that it has obtained all necessary consents of its officers and employees to such recording.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>22. Severability</b>                     | <p>In the event that any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent declared invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement, and the remainder of this Agreement shall remain binding on the parties hereto. However, in the event that any such provision shall be declared unenforceable due to its scope, breadth or duration, then it shall be modified to the scope, breadth or duration permitted by law or governmental or regulatory authority and shall continue to be fully enforceable as so modified.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>23. Entire Agreement</b>                 | <p>This Agreement supersedes all prior agreements and understandings, written and oral, between the parties with respect to its subject matter and constitutes the entire agreement between the parties.</p> <p>Any amendments to this Agreement shall be in writing and shall have no effect unless signed by the duly authorised representatives of the parties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>24. Governing law</b>                    | <p>This Agreement shall be governed by and construed in accordance with the laws of England. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration under the International Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The place of the arbitration shall be London. The language to be used in the arbitral proceedings shall be English.</p> <p>In the event of any difficulty in relation to the performance of this Agreement, the parties undertake to proceed diligently with good faith negotiations in an attempt to find the solution best adapted to the situation. The difficulty shall be raised by means of a written communication from one party to the other.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>25. Credit support</b>                   | n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Agreement enclosed for that purpose and returning it to us.

Issued by:  
**Buyer**

Confirmed as of the date first above written:  
**Seller**

[DATE]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT