

# ALLOCATION AGREEMENT



This Allocation Agreement (the "Agreement"), made and entered into by and between \_\_\_\_\_ ("Customer") and ChargeFWD LTD. ("Service Provider"), outlines the terms under which ChargeFWD shall provide comprehensive management services related to Low Carbon Fuel Credits (LCFCs).

The Agreement serves as a proactive measure to establish a robust strategy for managing LCFCs, enabling the Customer to leverage these credits as a valuable amenity for residents and a stepping stone toward future-proofing their facilities.



ChargeFWD brings to this partnership its expertise in carbon credit generation, tracking, and trading, along with an in-depth understanding of the Renewable and Low Carbon Fuel Requirements Regulation. The intent of this Agreement is to furnish the Customer with the necessary support to create a sustainable and equitable charging environment, all the while ensuring adherence to regulatory requirements and maximizing the financial benefits of LCFCs.

Through this Agreement, ChargeFWD shall assume the responsibility for all aspects of LCFC administration, offering the Customer peace of mind and the freedom to focus on their core operations. Together, we will work towards a greener future, promoting the adoption of EVs, and contributing to the reduction of greenhouse gas emissions.





## CARBON CREDIT ADMINISTRATION AGREEMENT - LCFC

**THIS AGREEMENT** is made effective as of \_\_\_\_\_, by and between \_\_\_\_\_, a business entity organized under the laws of British Columbia, with its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Client"), and ChargeFWD, a business entity organized under the laws of British Columbia, with its principal place of business located at Unit 417 - 6480 194 St, Surrey, BC, V4N 6J9, Canada (hereinafter referred to as "Service Provider").

### WITNESSETH:

WHEREAS, the Client owns and operates electric vehicle charging stations and is recognized as a Part 3 fuel supplier under the Renewable and Low Carbon Fuel Requirements Regulation;

WHEREAS, Service Provider specializes in carbon credit administration services, including but not limited to compliance reporting, credit validation, approval of credit transfers, generation, tracking, and trading of carbon credits;

WHEREAS, the Client wishes to engage the Service Provider to manage all aspects of carbon credit administration on an exclusive basis in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants, and agreements contained herein, the parties hereto agree as follows:

- **Appointment and Scope of Services**
  - The Client hereby appoints the Service Provider as its exclusive agent to administer all aspects of carbon credit administration related to the Client's electric vehicle charging stations. This includes generation, tracking, validation, trading, monetization opportunities within environmental and clean energy regulatory schemes and any other services necessary for the effective management of carbon credits under applicable regulations.





- **Compliance and Reporting**
  - The Service Provider shall ensure full compliance with the Renewable and Low Carbon Fuel Requirements Regulation, including the preparation and submission of all required compliance reports on behalf of the Client. The Service Provider will maintain accurate records and provide the Client with access to reporting through a designated online platform.
  - Reporting: The Service Provider shall provide the Client online access to a dedicated Administration Console, offering detailed reporting of the Client's estimated carbon credit value.
- **Credit Validation and Transfer Approvals**
  - The Service Provider will manage the validation of carbon credits and oversee all aspects of credit and debit transfer approvals, utilizing appropriate reporting systems to ensure accuracy and compliance.
  - Transfer of Ownership: The Client irrevocably transfers ownership of the carbon credits generated to the Service Provider for the sole purpose of sale and administration, granting the Service Provider the exclusive right to sell and transfer said carbon credits.
- **Authority and Rights**
  - The Client grants the Service Provider full authority to act on its behalf in matters pertaining to carbon credit administration. The Service Provider is authorized to buy, sell, trade, and otherwise manage carbon credits in a manner it deems appropriate, within the bounds of this Agreement.
- **Compensation**
  - Compensation to the Service Provider for its services shall be structured as outlined in Appendix A of this Agreement, with fees based on the number of carbon credits managed. This structure aims to incentivize efficient and effective administration of carbon credits.
  - Carbon Credit Allocation: The Client shall receive a purchase credit for the equivalent value of the carbon credit in the Service Provider's services, less an administration fee.





- Payment: The Service Provider shall distribute to the Client its carbon credit allocation, less the administration fee, within 90 days following receipt of payment from the sale of carbon credits for each relevant year.
- **Term, Renewal, and Termination**
  - This Agreement commences on the Effective Date and continues for one year, with automatic annual renewal unless either Party provides written notice of cancellation no later than 30 days prior to the end of the current term.
  - Termination for Cause: Either Party may terminate this Agreement immediately upon written notice if the other Party breaches any material term or condition.
- **Confidentiality**
  - Both parties commit to maintaining the confidentiality of all proprietary information exchanged during the term of this Agreement.
- **Governing Law and Dispute Resolution**
  - This Agreement shall be governed by the laws of British Columbia. Any disputes arising under this Agreement shall be resolved through arbitration in accordance with the Arbitration Act of British Columbia.
- **Limitations of Liability**
  - Damages Cap: The total liability of ChargeFWD for damages arising out of this Agreement shall not exceed \$100.
  - Disclaimer of Indirect Damages: Neither Party shall be liable for any indirect, consequential, or punitive damages arising from this Agreement.
- **Miscellaneous**
  - Governing Law: Governed by the laws of British Columbia.
  - Force Majeure: The Service Provider is not liable for delays caused by events beyond reasonable control.
  - Compliance with Laws: Both Parties will comply with all relevant laws and regulations.
  - Relationship of the Parties: The Parties are independent contractors.
  - The Client hereby consents to the use of Client 's name, image, logo, to be displayed in catalogs, brochures, websites, marketing material, and/or other materials. The Client may request by written notice to ChargeFWD Ltd. to remove or stop using the Client 's name, image, logo, to be displayed in catalogs,



brochures, websites, marketing material, and/or other materials. The Service Provider will have 30 days to remove use of Client 's name, image, and logo from any relevant materials.

- Waiver and Severability: Provisions for waivers and the impact of invalid provisions.
- Entire Agreement and Counterparts: This Agreement constitutes the entire agreement and may be executed in counterparts.





## APPENDIX A: FEE STRUCTURE

	Less than 10 Carbon Credits Assigned	10 - 100 Carbon Credits Assigned	Over 100 Carbon Credits Assigned
<b>Management and Administrative Fee</b>	12%	10%	7%
<b>Sales &amp; Brokerage Fee</b>	12%	10%	7%

For each successful sale of its low-carbon fuel credits, the Client shall be entitled to a Final Payment based on the final price negotiated and closed for such sale net of (i) Management & Administrative Fee and (ii) Sales & Brokerage Fees as detailed above. The Final Payment to the Client is to be settled within ninety (90) days of actual cash receipt by the Service Provider from such sale:

	Less than 10 Carbon Credits Assigned	10 – 100 Carbon Credits Assigned	Over 100 Carbon Credits Assigned
<b>Client’s Final Payment</b>	76%	80%	86%

The Service Provider may deduct the Low-Carbon Fuel Standard fees from Credits or other payments generated or received after submission of each compliance period or other report to the applicable government agencies.





## ACCEPTANCE OF ALLOCATION AGREEMENT

Date: \_\_\_\_\_

Attn: \_\_\_\_\_

RE: LCFC Allocation Agreement

To confirm acceptance of this LCFC Allocation Agreement, please initial selected services below, sign and return to

info@chargefwd.com with subject line "LCFC Allocation Agreement"

- LCFC Allocation Agreement (Initial to Accept)

This Order is made between ChargeFWD Ltd. and the Customer entity identified above upon its execution by an authorized representative of the Customer. This Order and all Services ordered hereunder are governed by the term and conditions of the Agreement, including Section 5 Standard Terms made between ChargeFWD Ltd. and the Customer. By signing this Order, you acknowledge that you have read, understood, and agree to be bound by the Terms and that you represent that you have the authority to execute this Order on behalf of the Customer.

Accepted by:

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PRINT NAME

SIGNATURE

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ORGANIZATION NAME

DATE