REMOVALL

AND

MGA GROUP B.V

PLASTIC PROGRAM REGISTRATION DEED OF REPRESENTATION

THIS DEED OF REPRESENTATION is made on June 11th, 2024.

BY:

(1) REMOVALL, 86 Boulevard de Sébastopol, 75003 Paris, France;

(2) MGA GROUP B.V, Prinsengracht 769 A 1017 JZ, Amsterdam, The Netherlands;

THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 In this Deed:

"**Accession Representation**" means a deed issued by the Project Proponent and an acceding entity, made in respect of an acceding entity joining a project as Project Proponent and which is prepared using the *Plastic Program Deed of Accession Template*;

"**Account Holder**" means the holder of an account in the Verra Registry;

"**Collected Plastic**" means plastic waste that has been moved from its source to a Plastic Waste Reduction Program (Plastic Program) methodology-defined appropriate destination (based on the definition of "collection" in *ISO 472:2013 Plastics – Vocabulary* with the substitution of "a Plastic Waste Reduction Program methodology-defined appropriate destination" for "a place where it can be recovered");

"**Partial Release Representation**" means a deed issued by the Project Proponents and the Verra Registry, made in respect of a Project Proponent leaving a project and which is prepared using the *Plastic Program Deed of Release Template*;

"**Plastic Credit**" means a credit issued by and held in the Verra Registry, representing the right of the Account Holder in whose account the credit is recorded to claim the achievement of collected or recycled plastic waste of the amount of one (1) tonne that has been verified by a validation/verification body in accordance with Plastic Program Rules. There are two types of Plastic Credits: Waste Collection Credits and Waste Recycling Credits. Recordation of a Plastic Credit in the account of the holder at the Verra Registry is prima facie evidence of that holder's entitlement to that Plastic Credit;

"**Plastic Program Rules**" means the rules and requirements set out in the *Plastic Waste Reduction Program Guide (Plastic Program Guide)*, the *Plastic Waste Reduction Standard (Plastic Standard)* and other Plastic Program documents; such rules and requirements may be updated from time to time;

"**Plastic Program**" means the Program operated by Verra, which establishes rules and requirements that operationalize the *Plastic Standard* to enable the validation of plastic waste collection and recycling Projects, and the verification of the impacts of those activities;

"**Project**" means **"Mister Green Africa & Removall: Plastic Waste Reduction Project in Kenya"**

"**Project Crediting Period**" means the time period for which plastic waste collected and/or recycled by the Project is eligible for issuance of Plastic Credits. The *Plastic Standard* sets out rules for the length of the crediting period and its renewal*;*

"**Project Description**" means the document that describes the Project's plastic waste collection and/or recycling activities and that uses the *Plastic Project Description Template*;

"**Project Documents**" means the documents required to register the Project and/or issue Plastic Credits, as set out in *Plastic Program Guide*;

"**Project Ownership**" means the legal right to control and operate the project activities;

"**Project Proponent**" meansthe individual or organization that has overall control and responsibility for the Project, or an individual or organization that together with others, each of whom is also a Project Proponent, has overall control or responsibility for the Project; the entity/entities that can demonstrate Project Ownership with respect to the Project ;

"**Recycled Material**" means material that has been reprocessed from collected plastic waste by means of a manufacturing process and made into a final product or into a component for incorporation into a product (*TE-101-V1.0-2019.10.01 – Terms and definitions for Textile Exchange standards and related documents*);

"**Registration Representor**" is each party to this Deed, as set out at the start of this Deed, each Registration Representor being one or more of: (i) a Project Proponent; or (ii) any entity to whom the Project Proponent has assigned all of its rights to the Project's collected and/or recycled plastic waste for the entire Project Crediting Period;

"**Validation/Verification Body**" or "**VVB**" means an organization approved by Verra to act as a validation/verification body in respect of providing validation and/or verification services in accordance with the Plastic Program Rules;

"**Verra Registry**" means the platform that records all Projects (listed and registered) and Plastic Credits issued under the Plastic Program. It provides public access to all Project and Plastic Credit information, and provides Project Proponents with the ability to list and register Projects and issue, hold and retire Plastic Credits.

1.2 Documents referred to in this Deed but not defined shall be the Plastic Program documents, as updated from time to time, to which the relevant term relates, as published and updated by Verra from time to time.

2. REPRESENTATIONS

2.1 Each Registration Representor complies with the definition of a "Registration Representor", as set out in Clause 1 of this Deed, in relation to the Project.

2.2 Each and every Registration Representor hereby represents and warrants that:

2.2.1 All factual information the Registration Representors provide in relation to this Deed is to the best of the Registration Representors' knowledge following due inquiry true, accurate and complete in all material respects and the Registration Representors have not made or provided, and will not make or provide, false, fraudulent or misleading statements or information in relation to this Deed;

2.2.2 The Project Description and any other Project Documents for which the Registration Representors are collectively responsible, and are supplying to the Verra Registry and any other person in relation to the operation of the Project under the Plastic Program Rules, are true and accurate in all material respects and do not contain any false, fraudulent or misleading statements or information; and

2.2.3 The Registration Representors collectively hold full and exclusive legal and equitable title and rights to all and any plastic waste collected and/or recycled by the Project for which the Registration Representors are eligible to request Plastic Credit issuance during the Project Crediting Period free and clear of all encumbrances.

2.3 The Registration Representors hereby acknowledge and agree that:

2.3.1 The following persons may rely on and enforce the terms of this Deed:

(a) Verra;

(b) each person who is an Account Holder holding Plastic Credits relating to the Project at any given time;

(c) each person on whose behalf Plastic Credits relating to the Project were retired by an Account Holder; and

(d) each of the successors and assigns of those persons listed in clauses 2.3.1(a), 2.3.1(b) or 2.3.1(c);

2.3.2 Neither Verra, nor any of its respective affiliates, directors, employees, agents, licensors and/or contractors, shall be liable with respect to any claims whatsoever arising out of this Deed or erroneous information within the Project Documents submitted to the Verra Registry for indirect, consequential, special, punitive or exemplary damages, including, without limitation, claims brought against Verra by Account Holders, Project Proponents, Validation/Verification Bodies or any other third party. This paragraph shall apply regardless of any actual knowledge or foreseeability of such damages;

2.3.3 The Registration Representors have read, understood and will abide by the Plastic Program Rules; and

2.3.4 Verra has an absolute right to amend any of the Plastic Program Rules at any time and shall not bear any liability for loss or damage or liability of any kind sustained by any Registration Representor or any other party involved in the Project in any way under the Plastic Program as a consequence of such amendment.

3. ACCESSION AND RELEASE

3.1 Each Registration Representor hereby acknowledges and agrees that any person who satisfies the criteria set out in the definition of a "Registration Representor" in Clause 1 of this Deed may accede to this Deed as a Registration Representor and be bound by the terms hereof (including, for the avoidance of doubt, the representations made under Clause 2 (*Representations*) above) by executing an Accession Representation.

3.2 Each Registration Representor hereby acknowledges and agrees that any Registration Representor may terminate its participation in the Project and be released from its obligations hereunder by executing a Plastic Program Partial Release Representation, provided that (i) no release of a Registration Representor shall be effective if as a result of such release the Project Proponent will comprise of less than one Registration Representor; and (ii) each respective release shall be on the terms of and subject to conditions of the Plastic Program Partial Release Representation.

4. LIABILITY

Each Registration Representor acknowledges and agrees that the Registration Representors are jointly and severally liable for the representations, warranties and obligations expressed to be assumed by the Registration Representors in this Deed.

5. GOVERNING LAW AND JURISDICTION

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law, and the English courts shall have exclusive jurisdiction to settle any dispute arising from or connected with this Deed including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity.

6. SOVEREIGN IMMUNITY

To the extent that any of the Registration Representors enjoy any right of immunity from set-off, suit, execution, attachment or other legal process with respect to its assets or its obligations under this Deed, each and every Registration Representor waives all such rights to the fullest extent permitted by law.

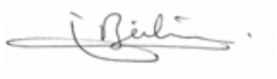
7. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same deed.

8. DELIVERY

This Deed is delivered on the date written at the start of the Deed.

EXECUTED by REMOVALL as a deed



_____ Signature of director

Jérôme Beilin, CEO Name of director

EXECUTED by MGA GROUP B.V. as a deed



_____ Signature of director

Keiran Nicholas Smith, Group CEO Name of director