

MillPont Environmental Trust Infrastructure

Declaration of Agency

This Declaration of Agency (“Declaration”) is made this _____ day of _____, 2024 by the following:

PRINCIPAL: _____ (“Principal”)

AGENT: _____ (“Agent”).

RECITALS

WHEREAS, MillPont, Inc. (“Administrator”) operates the MillPont Environmental Trust Infrastructure (“METI”) system;

WHEREAS, Principal is a METI account holder and desires to hire and/or contract with Agent to access and manage METI on its behalf;

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

WHEREAS, such access to METI by Principal and/or Agent is governed by rights and obligations established by or under the [METI Terms of Use](#) (the “Terms of Use”), the [METI Data Privacy Policy](#), and such other agreements, manuals, and practices of METI, as applicable (the “METI Agreements”).

DECLARATION

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

1. Exclusivity of Agent’s Authority

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Agent, Agent is authorized to act for Principal with respect to all activities with METI regarding Principal’s data contained in the METI System, including but not limited to the creation of Secure Source IDs (“SSIDs”) and Environmental Attribute Certificates (or Claims) (“EACs”), transferring and management of data, reviewing reports, making and receiving transfers of EACs, receiving bills from METI, and paying the [fees due](#) to METI (the “Authorized Rights and Responsibilities”). With respect to the Authorized Rights and Responsibilities, Agent is authorized to communicate and transact with METI as Principal’s agent, and METI is authorized to communicate and transact directly with Agent as Principal’s agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by METI to Agent.

2. Specification of Authorized Rights and Responsibilities

Agent shall have all of the rights and responsibilities described in the METI Agreements. Agent agrees to be bound by the METI Agreements, including but not limited to the limitations of liability and indemnification provisions contained therein.

3. Continuing Responsibilities and Liabilities of Principal

3.1 The Authorized Rights and Responsibilities are the only rights, responsibilities, and liabilities under the METI Agreements for which Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the METI Agreements or otherwise that are not specified by Principal and Agent in Section 2.

3.2 For a Principal that has entered into a METI Agreement, with respect to the Authorized Rights and Responsibilities, and notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable to METI for compliance with all of the terms and conditions of the METI Agreements, including without limitation indemnification of METI, defaults of the METI Agreements committed by Agent, and payment of all amounts due or to become due to METI under the METI Agreements. Agent's authorization to make payment of any such amounts hereunder shall not release Principal from liability for any obligations to METI 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 METI will rely upon the truth, accuracy, and completeness of the declarations herein in matters including but not limited to assuring compliance with the METI Agreements. Principal and Agent each recognizes and accepts that METI may suffer losses and damages if any declaration is or becomes untrue, inaccurate, or incomplete, and each agrees to indemnify METI for any such losses and damages.

4.2 Principal and Agent each has a continuing duty to notify METI if and when any declaration herein ceases to be truthful, accurate, or complete. Until such time as METI 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, METI 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 METI 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 METI and Principal and Agent expressly waive any claims that may arise against METI under this Declaration. This Declaration shall not be construed to modify any of the METI Agreements and in the event of conflict between this Declaration and a METI Agreement, the applicable METI Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the METI Agreements, 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 METI 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 Authorized Rights and Responsibilities. Agent shall not access any Confidential Information contained in METI 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, unless required by applicable law or requested by a regulatory authority.

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 METI, whichever date is later.

PRINCIPAL

Signature: _____
Name: _____
Title: _____
Company: _____

AGENT

Signature: _____
Name: _____
Title: _____
Company: _____