



**NORTH CAROLINA RENEWABLE ENERGY TRACKING SYSTEM (NC-RETS)
DECLARATION OF AGENCY**

This Declaration of Agency (“Declaration”) is made this _____ day of _____, 20__
by the following:

PRINCIPAL: _____ (“Principal”); and

AGENT: _____ (“Agent”).

RECITALS

WHEREAS, APX, Inc. (“Registry Administrator”) operates the NC-RETS registry system;

WHEREAS, Principal is an NC-RETS account holder and desires to hire and/or contract with Agent to access NC-RETS on its behalf;

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

WHEREAS, such access to NC-RETS by Principal and/or Agent is governed by rights and obligations established by or under the NC-RETS Terms of Use (the “Terms of Use”), the NC-RETS Operating Procedures and such other agreements, manuals and practices of Registry Administrator, as applicable (the “Registry Agreements”).

DECLARATION

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

1. Scope and Exclusivity of Agent’s Authority.

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Agent (the “Grant of Authority”), Agent is authorized to act on behalf of Principal with respect to Principal’s account(s) in the NC-RETS registry system. The scope of Agent’s authority is set forth in Schedule A attached hereto (the “Authorized Rights and Responsibilities”). With respect to the Authorized Rights and Responsibilities:

(i) Agent shall have all of the applicable rights and responsibilities described in the Registry Agreements;

ii) Agent agrees to be bound by the Registry Agreements, including but not limited to the limitations of liability and indemnification provisions contained therein;

(iii) Agent is authorized to communicate and transact with Registry Administrator as Principal's sole and exclusive agent;

(iv) Registry Administrator is authorized to communicate and transact directly and exclusively with Agent as Principal's agent; and

(v) Principal will abide by any direction rightfully issued by Registry Administrator to Agent.

2. Continuing Responsibilities and Liabilities of Principal.

2.1 The Authorized Rights and Responsibilities are the only rights, responsibilities and liabilities under the Registry Agreements for which Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the Registry Agreements.

2.2 For a Principal that has entered into a Registry 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 Registry Administrator for compliance with all of the terms and conditions of the Registry Agreements, including without limitation indemnification of Registry Administrator, defaults of the Registry Agreements committed by Agent, and payment of all amounts due or to become due to Registry Administrator under the Registry Agreements. Agent's authorization to make payment of any such amounts hereunder shall not release Principal from liability for any obligations to Registry Administrator not satisfied by Agent, financial or otherwise.

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

3.1 Principal and Agent each recognizes, accepts and intends that Registry Administrator will rely upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliance with the Registry Agreements. Principal and Agent each recognizes and accepts that Registry Administrator may suffer losses and damages if any declaration is or becomes untrue, inaccurate or incomplete, and each agrees to indemnify Registry Administrator for any such losses and damages, unless such losses or damages are caused by the conduct of Registry Administrator that a court of law or arbitral panel has determined amounted to gross negligence or willful misconduct.

3.2 Principal and Agent each has a continuing duty to notify Registry Administrator if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as Registry Administrator receives written notification of any change to any declaration, signed by both Principal and Agent or by either of them (in which case the notification shall include a certification that the non-signing party has been notified of such change), Registry 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 Registry Administrator at least thirty days in advance of their effectiveness.

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

3.4 Capitalized terms used herein that are not defined herein have the meanings given in the Registry Agreements, as applicable.

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

4. Confidentiality.

In the context of Agent's access to NC-RETS on Principal's behalf, Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Agent acting in its capacity as an agent is solely for the purpose of discharging the Authorized Rights and Responsibilities on behalf of the Principal and for no 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 its receipt by Registry Administrator, whichever date is later.

PRINCIPAL

AGENT

Name:
Title:
Company:

Name:
Title:
Company:



AUTHORIZED RIGHTS AND RESPONSIBILITIES

The following items initialed by Principal set forth the right and responsibilities with respect to which Agent is authorized to act on behalf of Principal in connection with the administration of Principal's account(s) in the NC-RETS registry system, to the extent permitted by the Grant of Authority.

Account Access

_____ Agent will be using the Account Admin login with full access to the Principal's NC-RETS account for viewing and interacting with projects and sub-accounts.

_____ Agent has been provided a Supervisor login and has been designated access through NC-RETS to view or act on projects and sub-accounts as to which Agent has been authorized to act.

_____ Agent has been provided a View-Only login and has been designated access through NC-RETS to projects and sub-accounts as to which Agent has been authorized to view.

_____ Agent is authorized to provide data required by NC-RETS, including, but not limited to, data required for preparation of required reports and billing.

Reporting and Communications

_____ Agent is authorized to review reports created by NC-RETS for Principal.

_____ Agent is authorized to represent Principal in discussions with NC-RETS and the Principal's qualified reporting entity in order to resolve issues relative to energy production data, including issues such as malfunctioning metering equipment.

_____ Agent is authorized to communicate with Registry Administrator in all matters concerning Certificate creation.

_____ Agent is authorized to communicate with Registry Administrator in all matters concerning Certificate transfers.

Billing and Payment Responsibilities

_____ In connection with all rights and responsibilities initialed above, Agent shall be billed and shall make payment for, all registry charges, penalties, costs and fees. Agent does not hereby become individually liable for such monies. (If this option is not specified, billings will continue to be directly issued to and collected from Principal.)

_____ In connection with all rights and responsibilities initialed above, Agent is entitled to receive all credits, revenues, distributions and disbursements. Agent does not hereby become individually entitled to such monies. (If this option is not specified, credits, revenues, distributions and disbursements will continue to be disbursed directly to Principal.)