

# Mattereum Contract

No representation or warranty (expressed or implied) is made as to, and no reliance should be placed on, any information contained herein, and no liability whatsoever is accepted as to any errors, omissions or misstatements contained herein, and, accordingly, neither the Certifier nor the Registrar accept any liability whatsoever arising directly or indirectly from the use of this document or any document incorporated herein by reference for any purpose, other than to a party entering into the Certification Agreement and on the terms set out in the Agreement.

**Mattereum**  
**Certification Agreement**  
**Subject to contract**

This Agreement is made on the date set out in Schedule 7 between the following parties:

the warrantor whose details are set out in Schedule 1 (the Certifier); and

the warrantee whose details are set out in Schedule 7 (the Purchaser).

It is agreed as follows:

1. The Certifier warrants to the Purchaser that the matters of fact set out in Schedule 3, including the documents referred to or incorporated in Schedule 3, (together, the Representations) are true as of the date (the Certification Date) and to the standard (the Certification Standard) set out in Schedule 4 (the Warranty).
2. The Purchaser shall pay the fee (the Certification Fee) set out in Schedule 4 immediately upon entering into this Agreement and time shall be of the essence in respect of this clause.
3. The Certifier shall at all times maintain a balance on deposit with the Registrar of at least the amount (the Dispute Resolution Deposit) set out in Schedule 4.
4. A claim shall not be brought by the Purchaser in respect of a breach of the Warranty unless notice of the claim has been given to the Certifier before the expiration of the period (the Certification Period) set out in Schedule 4 and in the form set out in the applicable pre-action procedure specified in clause 20.
5. The damages payable by the Certifier in the event of breach of the Warranty shall be determined on the basis (the Certification Damages) set out in Schedule 4.
6. The total liability of the Certifier arising by reason of claims under the Warranty shall not exceed the amount (the Certification Limit) set out in Schedule 4.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but shall not be assigned by either party without the prior written consent of the other party.
8. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause 8 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
9. No variation of this Agreement shall be valid unless it is in writing and signed by the parties.
10. This Agreement, including the documents referred to or incorporated in it, constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Agreement.
11. Each of the parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person (whether a party to this Agreement or not) other than as expressly incorporated in this Agreement.
12. Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this Agreement by reason of any misrepresentation

(other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Agreement or not) and upon which it has relied in entering into this Agreement.

13. Each of the parties acknowledges and agrees that the only cause of action available to it under the terms of this Agreement and the documents referred to or incorporated in this Agreement shall be for breach of contract.
14. Nothing contained in this Agreement or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.
15. A failure by a party to exercise, or a delay by it in exercising, a right under this Agreement shall not operate as a waiver of the right.
16. The invalidity, illegality or unenforceability of any provisions of this Agreement shall not affect the continuation in force of the remainder of this Agreement.
17. Any notice to be given in connection with this agreement shall be in writing in English and shall be sent by email:

- (a) in case of notice to the Certifier, to the Certifier's email address set out in Schedule 1; and
- (b) in case of notice to the Purchaser, to the Purchaser's email address set out in Schedule 7;

or in each case to such other address as the recipient may notify to the other party for such purpose from time to time in accordance with this clause; and

- (c) in every case, copies of the notice shall be sent both to the Authenticator and to the Registrar at their email addresses set out in Schedule 1.

A communication sent in accordance with this clause shall be deemed to have been received at the time of completion of transmission by the sender.

18. This Agreement may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same instrument.
19. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the laws of England and Wales.

20. Before any claim for breach of the Warranty is submitted to arbitration in accordance with clause 21 below, the Purchaser shall before expiry of the Certification Period give notice of the claim to the Certifier in the form set out in the applicable pre-action procedure specified below and the Purchaser shall otherwise comply with the pre-action procedure. Each party shall:

- (a) in case it is stated in Schedule 4 that the Small Claims Procedure shall apply to this Agreement, comply with the procedure (the Pre-Action Procedure for Small Claims) set out in Schedule 5, or
- (b) in case it is stated in Schedule 4 that the Small Claims Procedure shall not apply to this Agreement, comply with the procedure (the Pre-Action Procedure) set out in Schedule 6.

21. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be finally resolved by arbitration by a sole arbitrator. Unless the parties agree otherwise expressly in writing:

- (a) The place of arbitration shall be London in the United Kingdom.
- (b) The language of the arbitration shall be English.

(c) The arbitration shall be commenced by a request for arbitration by the claimant, delivered to the respondent, with copies delivered to the Authenticator and the Registrar set out in Schedule 1, in accordance with clause 17 of this Agreement. The request for arbitration shall set out in reasonable detail the circumstances which give rise to the claim, the breach that results and the amount claimed; the request for arbitration shall also include the name and contact details of the claimant's representative, if any, and any proposals concerning the choice of arbitrator.

(d) The respondent shall, within 7 days of receipt of the request for arbitration, deliver to the claimant in accordance with clause 17 of this Agreement (with copies delivered to the Authenticator and the Registrar) a response to the request for arbitration. The response to the request for arbitration shall set out in reasonable detail the respondent's preliminary comments on the dispute, its response to the relief sought by the claimant, and a description of any counterclaims the respondent may have against the claimant; the response shall also include the name and contact details of the respondent's representative, if any, and any observations and proposals concerning the choice of arbitrator.

(e) The arbitral tribunal shall consist of a sole arbitrator, selected by the two parties within 14 days of the request for arbitration. If the arbitrator is not selected within this time period, the designated appointing authority, being the Registrar, shall, upon the request of any party, make the selection, and the parties request that the appointing authority act as quickly as possible and preferably within 7 days given the expedited nature of this procedure.

(f) The arbitrator shall be independent and impartial. Any challenge of an arbitrator shall be decided by the designated appointing authority.

(g) If a vacancy arises, the vacancy shall be filled by selection by the two parties within 7 days of the vacancy arising. If the arbitrator is not selected within this time period, the designated appointing authority shall, upon the request of any party, make the selection.

(h) Each party has the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate, provided however that, after the arbitrator is appointed, the arbitrator shall have sole jurisdiction to consider applications for provisional and/or conservatory relief, and any such measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction.

(i) When appointed the arbitrator should be available to conduct a hearing and render the award in accordance with the timing provisions of sub-clauses (k) and (l) below and have availability to deal with any applications or directions promptly. Any applications, directions or orders shall be made in writing without any hearing.

(j) The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, validity or effectiveness of the arbitration agreement.

(k) A hearing on liability, quantum and jurisdiction, if necessary, and any issues related thereto shall be held only if requested by a party and deemed necessary by the arbitrator. In the event that a hearing is to be held the parties request that the arbitrator hold a single hearing dealing with liability, quantum and jurisdiction, if disputed, within 4 months of receipt of written notification to the parties of the appointment of the arbitrator. The parties request that the hearing should last a maximum of 1 day (unless the arbitrator for exceptional reasons determines otherwise).

(l) The arbitrator may state the reasons upon which the award is based in summary form only, which form shall be at the absolute discretion of the arbitrator. The parties request that the arbitrator use his or her best endeavours to render the award within 4 weeks from the last day of the hearing or, if no hearing is to be held, from the date when the last party's pleadings have been served or when the last addendum has been served in accordance with clause (q) below.

(m) The parties request that the arbitrator expedite the arbitral procedure and any award, and avoid unnecessary costs or delay as much as possible, and note that this arbitration agreement has been drafted with a view to achieving this.

(n) There shall be no discovery or disclosure, except that the arbitrator shall have the power to order the parties to produce such documents as are reasonably requested by another party, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern schedule without any hearing. The arbitrator should draw upon Article 3 (including Article 9(2)) of the IBA Rules on the Taking of Evidence in International Commercial Arbitration in respect of any requests to produce documents.

(o) The parties' pleadings, witness statements and expert reports (if any) shall be concise. No single pleading should exceed 20 single-sided A4 pages using 12pt Arial font.

(p) Subject to the exemption in clause (q) below, any documents, witness statements or expert reports on which a party will seek to rely must be appended to that party's statement of case, statement of defence and counterclaim (if any), statement of reply/defence to the counterclaim or reply to the defence to counterclaim, as the case may be.

(q) Should any documents be produced by a party upon the order of the arbitrator after the receiving party's pleadings, witness statements or expert reports have been served, the receiving party may, if permitted by the arbitrator, be allowed to serve an addendum to its pleadings, witness statements or expert reports already served, dealing exclusively with the impact of the new document(s) produced which should not exceed 10 single-sided A4 pages using 12pt Arial font.

(r) Unless the arbitrator orders otherwise, the time periods for service of pleadings shall be as follows:

a. Unless the claimant elects to have its request for arbitration treated as its statement of case, service of the statement of case within 1 week from receipt of written notification to the parties of the appointment of the arbitrator.

- b. Service of statement of defence (including any jurisdiction challenge) and counterclaim (if any) within 4 weeks of service of the statement of case; or, if the claimant elects to have its request for arbitration treated as its statement of case, within 4 weeks of the service of the request for arbitration.
- c. Service of statement of reply (and defence to counterclaim, if any) within 2 weeks from service of the statement of defence and counterclaim (if any); or, if the defendant elects to have its response to the request for arbitration treated as its statement of defence (and counterclaim, if any), within 2 weeks from the service of the response to the request for arbitration; in either case the statement of reply must only be responsive to the last pleading.
- d. Service of statement of reply to defence to counterclaim (if any) within 2 weeks from service of the statement of defence to counterclaim, which pleading must only be responsive to the last pleading.
- e. Parties are not entitled to serve any pleadings or evidence outside of this format unless permitted by the arbitrator in exceptional circumstances.
- (s) Any witness evidence and expert reports on which a party seeks to rely must be presented by way of a written statement as prescribed above. Oral witness or expert evidence in chief may only be admitted with the agreement of the other parties or if so ordered by the arbitrator in exceptional circumstances.
- (t) Default by any party shall not prevent the arbitrator from proceeding to render an award.
- (u) The parties shall be under no confidentiality obligation with respect to arbitration hereunder except as may be imposed by mandatory provisions of law.
- (v) The arbitrator may award his or her costs and expenses to the prevailing party, if any and as determined by the arbitrator in his or her discretion.
- (w) Each party shall bear all costs and expenses (including of its own counsel, experts and witnesses) involved in preparing and presenting its case.
- (x) Any award of the arbitrator shall be final and binding on the parties. The parties undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made. Enforcement of any award may be sought in any court of competent jurisdiction.
- (y) The arbitrator shall deliver copies of any award to the Authenticator and the Registrar at their email addresses set out in Schedule 1.

Schedule 1

The Certifier

Name of Certifier:	MTRM Industries Ltd.
Name of person authorised to sign on behalf of Certifier:	Vinay Gupta
Certifier’s email address for notices:	<a href="mailto:v.gupta@mattereum.com">v.gupta@mattereum.com</a>
Name of Authenticator:	MTRM Industries Ltd.
Authenticator’s email address for notices:	info@mattereum.com
Name of Registrar:	MTRM Industries Ltd.

Registrar’s email address for notices:	info@mattereum.com
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No representation or warranty (expressed or implied) is made as to, and no reliance should be placed on, any information contained herein, and no liability whatsoever is accepted as to any errors, omissions or misstatements contained herein, and, accordingly, neither the Certifier nor the Registrar accept any liability whatsoever arising directly or indirectly from the use of this document or any document incorporated herein by reference for any purpose, other than to a party entering into the Certification Agreement and on the terms set out in the Agreement.

Schedule 2

The Asset

Identity of the Asset:	There exists an asset (including, without limitation, any real property, personal property comprising a chose in possession or a chose in action, or other legally or technically enforceable right) which is sufficiently described in this Schedule 2 (including documents incorporated herein by reference) that it may reasonably be identified by any person who has possession or control of it or otherwise has access to it (the Asset).
Description in the form of text:	<b>Title:</b>  Argor-Heraeus Gold Bar - 1 oz - Piggy Banksy
Mattereum Asset Passport:	A Matterereum Asset Passport has been created in respect of the Asset such that this Agreement certifying the Representations set out in Schedule 3, along with such other certifications of matters of fact concerning the Asset as may have been offered from time to time, have been registered under the Matterereum Asset Passport number below.
Mattereum Asset Passport number:	ntfa.20210319.20.alpha.004.619263

No representation or warranty (expressed or implied) is made as to, and no reliance should be placed on, any information contained herein, and no liability whatsoever is accepted as to any errors, omissions or misstatements contained herein, and, accordingly, neither the Certifier nor the Registrar accept any liability whatsoever arising directly or indirectly from the use of this document or any document incorporated herein by reference for any purpose, other than to a party entering into the Certification Agreement and on the terms set out in the Agreement.

Schedule 3

The Representations

Representations in the form of text:	<p><b>Title:</b></p> <p><b>Argor-Heraeus Gold Bar - 1 oz - Piggy Banksy</b></p> <p><b>Serial Number:</b></p> <p><b>619263</b></p> <p>Based on a <a href="#"><u>report from SP Global</u></a> the estimated carbon emissions for production of one Troy oz of gold is below 1 metric ton. With a weight of approximately 1 Troy oz, this bar has been calculated as emitting less than 1 metric ton of carbon. The total carbon output for production of the NFT paired with this bar as stated in Certification 4 of this Asset Passport has been estimated as below 300kg using the NFT CO2 footprint calculator provided by <a href="#"><u>CryptoArt</u></a>. These two calculations add up to a sum total carbon output of under 1.3 metric tons.</p> <p>A quantity of carbon offset certificates equalling the total carbon output presented above were purchased from Nori Inc. at a cost of \$17.25 per ton (inclusive of a transaction fee of \$2.25) on 20 May 2021 for a total of \$24.67. These carbon offset tokens were expended to offset the total carbon output of this bar and its corresponding NFT defined in Certification 4 of this Asset Passport.</p> <p><b>Asset Security:</b></p>
Representations in the form of documents incorporated by reference:	<p>Copy of the Nori Certificate of Carbon Removal issued to MTRM Industries Ltd. Please note that this certificate represents carbon removal coverage of several gold bars, of which this gold bar is one. <a href="#"><u>PDF</u></a></p>

#### Schedule 4

#### The Certification

Certification Date:	
Certification Standard:	Absolute liability (The information provided is true of the object in all respects.)
Certification Fee:	<p>0.1% of the gold bar's sale price.</p> <p>The Warranty Price is referred to in the Mattereum Certification Contract as the "Certifier Fee".</p>
Small Claims Procedure:	Low-liability regime (Mattereum's Small Claims Procedure, explained in the <a href="#"><u>Small Claims Pre-Action Procedure section of</u></a>

	<a href="#">the Certification Contract</a> , will apply to this certification)
Dispute Resolution Deposit:	\$1 USD
Certification Period:	1 year from warranty purchase.
Certification Damages:	<p>Liquidated damages of up to</p> <p>Purchase value of the carbon offset certificates provided by Nori Inc.</p> <p>shall be payable by the Certifier to the Purchaser in the event of breach of the Warranty.</p>
Certification Limit:	<p>The total liability of the Certifier arising by reason of claims under the Warranty shall not exceed</p> <p>Purchase value of the carbon offset certificates provided by Nori Inc.</p> <p>.</p>

## Schedule 5

### The Pre-Action Procedure for Small Claims

Dispute Resolution Deposit	<p>The balance maintained by the Certifier on deposit with the Registrar from time to time (the Certifier's Deposit) is held by the Registrar for the purpose set out below and for similar purpose in respect of other certification agreements offered by the Certifier and accepted by a purchaser. Whenever the Certifier's Deposit is less than the Dispute Resolution Deposit, the Registrar shall notify the Certifier accordingly and the Certifier shall immediately pay the difference to the Registrar. Where the Certifier's Deposit remains less than the Dispute Resolution Deposit at the time of submission of notice of claim by the Purchaser, the Registrar shall notify the Purchaser accordingly.</p> <p>Upon submitting notice of claim, the Purchaser shall pay to the Registrar a sum in the amount of the Dispute Resolution Deposit, to be held by the Registrar for the purpose set out below (the Purchaser's Deposit).</p>
Notice of claim	<p>Notice of claim shall not be valid unless the Purchaser has paid the Purchaser's Deposit.</p>

	<p>The form of the notice of claim shall be as follows: the Purchaser shall specify in reasonable detail the circumstances which give rise to the claim, including any evidence that the Representations are not accurate.</p>
Invitation to treat	<p>Upon delivery of the notice of claim in accordance with clause 17, the Purchaser and the Certifier jointly invite, and request that the Registrar advertise this invitation to treat to, any third party (a Determining Certifier) to offer terms (a Determining Certification Agreement) warranting the factual matters set out below (the Determining Representations) in consideration for a fee (the Determining Certification Fee) and otherwise in the same form as this Agreement save that Schedule 4 of the Determining Certification Agreement shall provide as follows:</p> <p>(i) The Certification Standard shall be that “The Certifier has used reasonable skill and care to verify the accuracy of the Representations with respect to the Asset.”</p> <p>(ii) “The Small Claims Procedure shall not apply to this Agreement.”</p> <p>(iii) The Dispute Resolution Deposit and the Certification Period shall be as specified by the Registrar from time to time in respect of the class of the Asset and the type of the Representations.</p> <p>(iv) Certification Damages shall be on the basis that “Damages shall be payable by the Certifier to the Purchaser in the event of breach of the Warranty.”</p> <p>(v) The Certification Limit shall be no less than the minimum specified by the Registrar from time to time in respect of the class of the Asset and the type of the Representations.</p>
Determining Representations	<p>Schedule 3 of the Determining Certification Agreement shall comprise Determining Representations in the form of one only of the following (where the date and parties of this Agreement set out in Schedules 1 and 7 and the Certification Date set out in Schedule 4 are substituted for the terms in square brackets):</p> <p>A. “The Representations set out in Schedule 3 of the Certification Agreement dated [date of this Agreement as set out in Schedule 7] between [Certifier] and [Purchaser] were true of the Asset in all respects as of [Certification Date].”</p> <p><i>or</i></p> <p>B. “The Representations set out in Schedule 3 of the Certification Agreement dated [date of this Agreement as set out in Schedule 7] between [Certifier] and [Purchaser] were not true of the Asset in all respects as of [Certification Date], in particular:” followed by a list of one or more inaccuracies in the Representations as of the Certification Date, along with references to any supporting evidence.</p>
Offer of Determining Certification Agreement	<p>In the event that the first offer of a Determining Certification Agreement validly submitted to the Registrar (including authentication of the Determining Certification Agreement by an authenticator duly registered with the Registrar, and payment of</p>



the applicable Dispute Resolution Deposit by the Determining Certifier to the Registrar) is in the form (A) above, the Purchaser shall enter into the Determining Certification Agreement and pay the Determining Certification Fee to the Determining Certifier, for which purpose the Purchaser agrees that the Registrar should pay the Determining Certification Fee out of the Purchaser's Deposit, returning any balance of the Purchaser's Deposit to the Purchaser. The Purchaser shall not submit any claim for breach of the Warranty to arbitration under clause 21 of this Agreement until the earlier of (i) entering into the above Determining Certification Agreement, and (ii) 30 days after delivery of the notice of claim. The parties agree that in the event that any claim for breach of the Warranty is submitted to arbitration, the parties shall jointly submit to the arbitral tribunal an expert report comprising the Determining Representations, and that this shall comprise the whole of the expert evidence submitted by the parties, unless the arbitrator in exceptional circumstances orders otherwise.

In the event that the first offer of a Determining Certification Agreement validly submitted to the Registrar is in the form (B) above, the Certifier shall enter into the Determining Certification Agreement and pay the Determining Certification Fee to the Determining Certifier, for which purpose the Certifier agrees that the Registrar may pay the Determining Certification Fee out of the Certifier's Deposit. Where the Certifier's Deposit is less than the Determining Certification Fee, the Registrar shall pay the difference out of the Purchaser's Deposit, such amount to comprise damages payable to the Purchaser for the Certifier's breach of clause 3 of this Agreement. The Registrar shall return any balance of the Purchaser's Deposit to the Purchaser. The Purchaser shall not submit any claim for breach of the Warranty to arbitration under clause 21 of this Agreement until the earlier of (i) the offer of the above Determining Certification Agreement, and (ii) 30 days after delivery of the notice of claim. The parties agree that in the event that any claim for breach of the Warranty is submitted to arbitration, the parties shall jointly submit to the arbitral tribunal an expert report comprising the Determining Representations, and that this shall comprise the whole of the expert evidence submitted by the parties, unless the arbitrator in exceptional circumstances orders otherwise.

In the event that no offer of a Determining Certification Agreement is validly submitted to the Registrar within 30 days of the notice of claim, the parties request that the Registrar withdraw the invitation to treat in respect of the Determining Certification Agreement; the Registrar shall return the Purchaser's Deposit in full; and both parties shall be deemed to have complied fully with the Pre-Action Procedure for Small Claims.

Costs

Neither party shall bear the other party's costs of this Pre-Action Procedure for Small Claims.

## The Pre-Action Procedure

Dispute Resolution Deposit	<p>The balance maintained by the Certifier on deposit with the Registrar from time to time (the Certifier's Deposit) is held by the Registrar for the purpose set out below and for similar purpose in respect of other certification agreements offered by the Certifier and accepted by a purchaser. Whenever the Certifier's Deposit is less than the Dispute Resolution Deposit, the Registrar shall notify the Certifier accordingly and the Certifier shall immediately pay the difference to the Registrar. Where the Certifier's Deposit remains less than the Dispute Resolution Deposit at the time of submission of notice of claim by the Purchaser, the Registrar shall notify the Purchaser accordingly.</p> <p>Upon submitting notice of claim, the Purchaser shall pay to the Registrar a sum in the amount of the Dispute Resolution Deposit, to be held by the Registrar for the purpose set out below (the Purchaser's Deposit).</p> <p>Upon submitting notice of claim, the Purchaser shall pay to the Registrar, to be held by the Registrar for the purpose set out below, a sum in the amount of the difference between twice the Dispute Resolution Deposit and the Certifier's Deposit (the Purchaser's Deposit).</p>
Notice of claim	<p>Notice of claim shall not be valid unless the Purchaser has paid the Purchaser's Deposit.</p> <p>The form of the notice of claim shall be as follows: the Purchaser shall specify in reasonable detail the circumstances which give rise to the claim, including any evidence that the Representations are not accurate.</p>
Early neutral evaluation of factual matters in dispute	<p>Upon delivery of the notice of claim in accordance with clause 17, the Purchaser and the Certifier shall jointly appoint a neutral third-party expert (the Expert) to produce a report on the accuracy of the Representations (the Report). If the Expert is not selected by the parties within 14 days of the notice of claim, the Registrar shall, upon the request of any party, make the selection, and the parties request that the Registrar act as quickly as possible and preferably within 14 days.</p> <p>The total fee available to the Expert for production of the Report, including all expenses and applicable taxes (the Expert Fee), shall not exceed twice the Dispute Resolution Deposit, unless agreed in writing by the parties. Each party shall be liable for half of the Expert Fee and parties request that the Registrar pay the Expert Fee out of the Certifier's Deposit and Purchaser's Deposit such that any balance remaining is first returned to the</p>

Purchaser in the amount, if any, by which the Purchaser's Deposit exceeded the Dispute Resolution Deposit; and secondly, half of any remaining balance is returned to the Purchaser. The amount, if any, by which the Purchaser's Deposit not returned to the Purchaser exceeds the Dispute Resolution Deposit shall comprise damages payable to the Purchaser for the Certifier's breach of clause 3 of this Agreement.

#### Expert's Report

The Expert shall be provided with a copy of this Agreement and the notice of claim, and instructed to produce the Report within 30 days or such other period as the parties may agree in writing. When a party gives further instructions to the Expert that party must, at the same time, send a copy to the other party.

The Report must:

- (i) give details of the Expert's qualifications;
- (ii) give details of any literature or other material which has been relied on in making the Report;
- (iii) contain a statement setting out the substance of all facts and instructions which are material to the opinions expressed in the report or upon which those opinions are based;
- (iv) make clear which of the facts stated in the Report are within the Expert's own knowledge;
- (v) say who carried out any examination, measurement, test or experiment which the Expert has used for the Report, give the qualifications of that person, and say whether or not the test or experiment has been carried out under the Expert's supervision;
- (vi) where there is a range of opinion on the matters dealt with in the Report –
  - a. summarise the range of opinions; and
  - b. give reasons for the Expert's own opinion;
- (vii) contain a summary of the conclusions reached;
- (viii) if the Expert is not able to give an opinion without qualification, state the qualification.

The Report must be verified by a statement of truth in the following form, signed by the Expert: "I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer."

The Expert shall deliver the Report to each of the parties, with copies to the Authenticator and the Registrar at their email addresses set out in Schedule 1.

Single joint expert	<p>The Purchaser shall not submit any claim for breach of the Warranty to arbitration under clause 21 of this Agreement until the earlier of (i) delivery of the Report, and (ii) 60 days after delivery of the notice of claim.</p> <p>The parties agree that in the event that any claim for breach of the Warranty is submitted to arbitration, the parties shall jointly submit the Report to the arbitral tribunal and that this shall comprise the whole of the expert evidence on liability submitted by the parties, unless the arbitrator in exceptional circumstances orders otherwise. (For the avoidance of doubt, each party may submit expert evidence on quantum of damages in accordance with the procedure set out in clause 21 of this Agreement.)</p>
Costs	Neither party shall bear the other party’s costs of this Pre-Action Procedure.

Schedule 7

The Purchaser

Name of Purchaser :	
Name of person authorised to sign on behalf of Purchaser:	
Purchaser’s email address for notices:	
Date of this Agreement:	

This Agreement has been executed by the following persons, who are duly authorised by the respective parties.

Signed for and on behalf of the Certifier by

Name:  
Vinay Gupta

Signature:

Signed for and on behalf of the Purchaser by

Name:

Signature: