

# Verified Emissions Reduction Purchase Agreement

This is an Agreement made and executed on the\_ day of (MONTH), (YEAR) between, Viscon California LLC with a principal place of business at 3121 Standard Street, Bakersfield, California (hereinafter referred to as "SELLER") and (BUYER NAME HERE) , (STATE OF BUYER HERE) corporation, with a principal place of business at (BUYERS ADDRESS HERE) (hereinafter referred to as "BUYER").

**WHEREAS**, the SELLER is engaged in the development, creator, distribution and sale of patented high molecular weight fuel additive (United States Patent Number 5906665 High Molecular Weight Fuel Additive) voluntary carbon offset credits under the tradename *Viscon* and is desirous of the distribution and sale of its voluntary carbon offset credits.

**NOW THEREFORE**, for good and valuable consideration, SELLER and BUYER have entered into this AGREEMENT further agreeing to be bound by the following terms and conditions:

1. PURCHASE ORDERS FOR CREDITS.

- a. All orders for Credits submitted by the BUYER will be initiated by written purchase orders sent to the SELLER and setting forth with specificity the credits ordered, the quantity thereof, and the date on which purchase is desired.
- b. No order will be binding upon the SELLER until written notice of acceptance is delivered to the BUYER. SELLER will employ its reasonable best efforts to notify the BUYER of the acceptance or rejection of any order and of the assigned delivery date for accepted orders within Five (5) days of receipt of BUYER purchase order.
- c. The terms and conditions of this Agreement will apply to each order accepted by the SELLER under this Agreement. Any terms or conditions appearing on the face or reverse side of any purchase order from the BUYER that are different from or in addition to those required under this Agreement will not be binding on the SELLER.
- d. The SELLER reserves the right to cancel or suspend any purchase orders placed by the BUYER, including those already accepted by the SELLER, if the BUYER fails to make any payment for Credits ordered from the SELLER as provided in this Agreement.
- e. BUYER will include, within the provisions of its purchase orders, payment for any applicable federal, state or local sales or export taxes for the sale of any credits covered under this Agreement to the BUYER by the SELLER and will be paid at the time of payment for credits.

2. PRICE.

Contact us for current market pricing (1 Carbon Credit = 1 metric ton of CO<sup>2</sup> reduction).

3. PAYMENT TERMS.

Payment shall be made two (2) days from date of acceptance of the purchase order. All payments shall be made by ACH payment, credit card payment, or wire transfer to SELLERS account at the SELLERS financial institution identified hereafter:

COMPANY NAME:	VISCON CALIFORNIA, LLC
NAME OF BANK:	WELLS FARGO BANK
ADDRESS:	5401 California Avenue Bakersfield, CA 93309
BANK ACCOUNT #:	7114283505
ABA ROUTING #	121000248
TELEPHONE NUMBER:	(661) 327-7451

4. RELATIONSHIP OF SELLER AND BUYER.

- a. Nothing contained within this Agreement shall be construed so as to create a legal relation between SELLER and BUYER as would be categorized as a relationship between a principal and agent, franchisor and franchisee, or joint venturers.
- b. Neither BUYER nor SELLER shall hold itself out as having any authority to bind the other party to any contractual undertaking of any sort whatsoever.
- c. For the purpose of this Agreement, both SELLER and BUYER are independent contractors united in interest *only* on such matters as are the subject matter of this Agreement, and neither is authorized to make any commitment or representation, express or implied, on the other's behalf unless authorized to do so by the other in writing.
- d. The SELLER and the BUYER agree that their relationship, both at law and as regards the interests of any third party, is that of the seller (SELLER) and the buyer (BUYER).

5. NOTICES.

All notices either required by the terms and provisions of this Agreement, or affecting the operation thereof, shall be sent to the intended recipient via certified mail or electronic mail receipt requested at the following addresses:

To SELLER at:	VISCON CALIFORNIA, LLC 3121 STANDARD STREET BAKERSFIELD, CALIFORNIA 93308 ATTN: MICHAEL J. PORTER, PRESIDENT/CEO MichaelPorter@visconusa.com
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To BUYER at:       NAME:  
  
                          ADDRESS:  
                          CITY,STATE,ZIP:  
                          COUNTRY:  
                          CONTACT:  
                          EMAIL:

6. REPRESENTATIONS AND WARRANTIES.

- a. Mutual Representations and Warranties. Each party represents and warrants to the other party as of the date of this Agreement, that (i) it has, and at all times during the term of this Agreement will have, all necessary power and authority to execute, deliver, and perform its obligations under this Agreement; (ii) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and does not violate any of the terms or conditions of its governing documents, or any contract to which it is a party, or any law or other legal or regulatory determination applicable to it; and (iii) there is no pending or (to its knowledge) threatened litigation, arbitration, or administrative proceeding that materially adversely affects its ability to perform its obligations under this Agreement.
  
- b. Representations and Warranties of Viscon California LLC. Viscon California represents and warrants to Customer that, with respect to the Verified Emission Reductions (“**VERs**”) delivered to Customer hereunder: (i) it has not sold, transferred, or otherwise disposed of any VERs held for the benefit of Customer hereunder except as provided herein; (ii) each VER held for the benefit of Customer hereunder meets the specifications set forth in this Agreement; (v) Viscon California has good and marketable title to the VERs held for Customer hereunder; and (iii) all right, title and interest in and to the VERs held for Customer hereunder are free and clear of any liens, taxes, claims, security interests, or other encumbrances.

7. SEVERABILITY.

If any provision or portion of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

8. COMPLETE AGREEMENT.

This Agreement represents the parties’ final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

9. NO RELATIONSHIP.

Nothing in this Agreement shall be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking between the parties.

10. DISPUTE RESOLUTION.

Any dispute between the parties arising under or pertaining to this Agreement shall be referred to representatives of the parties for informal dispute resolution discussions as soon as practicable. In the event that the designated representatives do not reach a mutually acceptable resolution of the dispute within thirty (30) days of such referral, the parties may agree to submit such dispute to mediation or other dispute resolution process as may be agreed upon by the parties. If the dispute is not resolved within ninety (90) days from the date of such submission for mediation or other dispute resolution process, either party may bring an appropriate action at law or in equity solely in the state and federal courts located in California, and such courts have exclusive jurisdiction over any unresolved disputes. Each party waives any objection which it may have at any time to the laying of venue of any such proceedings brought in any such court, waives any claim that such proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such party. Nothing in this Agreement to the contrary shall, or is intended to, prevent either party from bringing an action in equity to seek injunctive relief, if necessary to avoid irreparable harm. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

11. FURTHER ASSURANCES.

Each party shall provide the other party any reasonably requested information or documentation required to effect a transfer of the benefits represented by the VERs held by Viscon California for the benefit of Customer pursuant to the terms of this Agreement and will otherwise comply with any and all applicable procedures and requirements of applicable law relating to the transfer.

12. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

13. AUTHENTICATION.

Viscon California LLC has retained the Indigenous Carbon Alliance (ICA) as its official Carbon Credit Registry. The ICA independently tracks the generation, issuance, transfer, retirement, and ownership of carbon credits. The ICA also records the details of the projects that generated the credits, and the entities that have purchased, sold, or retired them. "Buyer shall receive an official certificate from the ICA Registry citing ownership of the carbon credits.

14. GOVERNING LAW.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ANY CHOICE OF LAW OR CONFLICTS OF LAW RULES OR PRINCIPLES THAT WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER: Signature: \_\_\_\_\_  
Viscon California, LLC  
By: Michael J Porter  
Title: President  
Date: \_\_\_\_\_

BUYER: Signature: \_\_\_\_\_  
  
Date: \_\_\_\_\_