

[NAME OF ACCEDING LISTING REPRESENTOR]

[NAME OF [FIRST] EXISTING LISTING REPRESENTOR]

[NAME OF SECOND EXISTING LISTING REPRESENTOR]

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DEED OF ACCESSION  
IN RESPECT OF  
VCS LISTING DEED OF REPRESENTATION

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THIS DEED OF ACCESSION is made on [DATE]<sup>1</sup>

BY

[NAME AND ADDRESS OF ACCEDING LISTING REPRESENTOR] (as "Acceding Listing Representative");

[NAME AND ADDRESS OF EXISTING LISTING REPRESENTOR] (as "[First] Existing Listing Representative"); and

[NAME AND ADDRESS OF EXISTING LISTING REPRESENTOR] (as "Second Existing Listing Representative", and together with the First Existing Listing Representative, collectively the "Existing Listing Representatives", and each an "Existing Listing Representative").]

- (A) On [DATE], the Existing Listing Representative[s] made certain representations and warranties and undertook certain obligations under a listing deed of representation (the "VCS Listing Deed of Representation").
- (B) The Acceding Listing Representative hereby wishes to accede to and be bound by the terms of the VCS Listing Deed of Representation as a Listing Representative with effect from the date hereof.
- (C) [Each of t] [T]he Existing Listing Representative[s] hereby wishes to acknowledge the accession of the Acceding Listing Representative.

THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

Unless otherwise defined in this Deed or the context requires otherwise, words and expressions used in this Deed (including the recitals) have the meanings assigned to them in the VCS Listing Deed of Representation.

In addition, "VCS Program Definitions" means the *Program Definitions* for the VCS Program.

2. **ACCESSION**

- 2.1 With effect from the date of this Deed, the Acceding Listing Representative shall, without any further action by Verra, any Listing Representative or any other party, be bound by the terms of the VCS Listing Deed of Representation as if it were originally named in the VCS Listing Deed of Representation as a 'Listing Representative'.
- 2.2 For the avoidance of doubt, the Acceding Listing Representative hereby acknowledges that Verra shall hold this Deed for the benefit of the persons listed at clause 2.3 of the VCS Listing Deed of Representation.

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<sup>1</sup> **Drafting Note:** Green highlights to be deleted where there is only one Existing Listing Representatives. This Deed also assumes that there will only be one Acceding Listing Representative.

3. **EXISTING LISTING REPRESENTOR[S]**

[Each of t]The Existing Listing Representor[s] hereby acknowledges and agrees with the accession of the Acceding Listing Representor to the VCS Listing Deed of Representation in accordance with the terms of this Deed.

4. **GOVERNING LAW AND JURISDICTION**

This Deed and all 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.

5. **COUNTERPARTS**

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

6. **DELIVERY**

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

**This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

EXECUTION PAGE<sup>2</sup>

**[NAME OF ACCEDING LISTING REPRESENTOR]**

\_\_\_\_\_ Signature of director

\_\_\_\_\_ Name of director

\_\_\_\_\_ Signature of director/secretary

\_\_\_\_\_ Name of director/secretary

**[NAME OF [FIRST] EXISTING LISTING REPRESENTOR]**

\_\_\_\_\_ Signature of director

\_\_\_\_\_ Name of director

\_\_\_\_\_ Signature of director/secretary

\_\_\_\_\_ Name of director/secretary

**I**

**[NAME OF SECOND EXISTING LISTING REPRESENTOR]**

\_\_\_\_\_ Signature of director

\_\_\_\_\_ Name of director

\_\_\_\_\_ Signature of director/secretary

\_\_\_\_\_ Name of director/secretary

\_\_\_\_\_ <sup>2</sup> **Drafting Note:** Execution blocks will have to be adjusted to reflect local law requirements, e.g., if a company seal is required in relation to the execution of a deed by a company pursuant to the laws in its jurisdiction of incorporation.