[NAME OF ACCEDING LISTING REPRESENTO]

[NAME OF [FIRST] EXISTING LISTING REPRESENTO]

[NAME OF SECOND EXISTING LISTING REPRESENTO]

DEED OF ACCESSION
IN RESPECT OF
VCS LISTING DEED OF REPRESENTATION
THIS DEED OF ACCESSION is made on [DATE].

BY

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

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

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

(A) On [DATE], the Existing Listing Representor[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 Representor hereby wishes to accede to and be bound by the terms of the VCS Listing Deed of Representation as a Listing Representor with effect from the date hereof.

(C) [Each of the Existing Listing Representor[s]] hereby wishes to acknowledge the accession of the Acceding Listing Representor.

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 Representor shall, without any further action by Verra, any Listing Representor 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 Representator'.

   2.2 For the avoidance of doubt, the Acceding Listing Representor 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.

\[Drafting Note: Green highlights to be deleted where there is only one Existing Listing Representors. This Deed also assumes that there will only be one Acceding Listing Representator.\]
3. **EXISTING LISTING REPRESENTOR[S]**

[Each of] 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.
[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

[NAME OF SECOND EXISTING LISTING REPRESENTOR]
________________________ Signature of director
________________________ Name of director
________________________ Signature of director/secretary
________________________ Name of director/secretary

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.