

## ACCESS PROGRAMME TERMS (Sylvera Ltd)

Last updated: 24 July 2025

These Access Programme Terms govern the Access Programme Participant's use of the Software and the Services (as defined below).

### 1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this Clause apply in this Agreement:

**"Access Programme Participant Data"** means any data the Access Programme Participant provides to Sylvera in relation to its use of the Services, whether directly or indirectly via any third party application and including data relating to its Authorised Users. Access Programme Participant Data does not include any Derived Data and/or Sylvera Data, but may include Personal Data.

**"Access Programme Terms"** means these terms and conditions that govern the Access Programme Participant's use of the Software and the Services.

**"Affiliate"** means a legal entity in which the relevant party has a Controlling Interest or which has a Controlling Interest in the relevant party, whether directly or indirectly.

**"Agreement"** means the agreement between Sylvera and Access Programme Participant comprising these Access Programme Terms, and any and all additional agreements or policies referred to herein or subsequently entered into, whether or not they have been signed by Sylvera or the Access Programme Participant.

**"API"** means any application programming interface(s) operated by Sylvera and through which the Services are delivered.

**"App"** means any authentication application software operated by Sylvera and through which the Services are delivered.

**"Authorised Users"** means those employees, agents and independent contractors of the Access Programme Participant or the Access Programme Participant's Affiliates that are permitted by Sylvera to access and use the Services on the Access Programme Participant's behalf, pursuant to this Agreement.

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"Code of Conduct"** means the Code of Conduct that establishes Sylvera's governance framework, as published on its Website and updated from time to time.

**"Confidential Information"** means (without limitation) all confidential information (however recorded or preserved) disclosed by one party or its employees, officers, representatives or advisers (together **"Representatives"**) to the other party and the other party's Representatives, including the terms and conditions of this Agreement, the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, services, know-how, technical information or trade secrets of the disclosing party.

**"Controlling Interest"** means (i) the ownership of, control over or ability to direct voting of more than 50% of its fully diluted voting share capital; or (iii) the right to appoint or remove its directors that hold a majority of the voting rights.

**“Data Processing Addendum”** or **“DPA”** means the data processing addendum, as updated from time to time, that forms part of this Agreement and is available on the Website.

**“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time which applies to a party including the EU GDPR, the UK GDPR and the UK Data Protection Act 2018, in each case as amended, updated or replaced from time to time.

**“Derived Data”** means any data which is derived from the Access Programme Participant’s use of the Services or the processing of Access Programme Participant Data, which shall include: (i) any data which is processed and stored as mathematical constructs; (ii) statistical or aggregated data; and (iii) any other analytical data such as number and duration of user sessions and page visits, and technical performance reports on the Services.

**“Effective Date”** means the date of the first login by any of an Access Programme Participant’s Authorised Users.

**“Estimated Rating”** means a high-level estimation of the likelihood that the claimed carbon impact of an issuing or pre-issuance Project is a true representation of its real impact, expressed as an estimated Rating range in rank order between AAA-D.

**“EU GDPR”** means the General Data Protection Regulation ((EU) 2016/679).

**“Force Majeure Event”** means events, beyond a party’s reasonable control, including, without limitation, strikes, acts of God, epidemics, pandemics or other outbreak of infectious disease or other public health crisis (and any government response to them, including quarantine or other employee restrictions), war, terrorism, riot, denial of service attacks, or compliance with any law or governmental order.

**“Improvements”** means any: (i) information communicated by the Access Programme Participant to Sylvera regarding any new features, functionality, performance, feedback, comments and anything analogous to the same in relation to the Software or the Services; and (ii) adaptations, modifications, improvements, enhancements, revisions and anything analogous to the same in relation to the Software or the Services in any form or medium whatsoever.

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Opinions”** means Ratings and any other report, analysis or assessment of a Project by Sylvera, including Estimated Ratings.

**“Personal Data”** has the meaning given in the Data Protection Legislation.

**“Project”** means any relevant environmental project which Sylvera has assessed and evaluated, or will assess and evaluate, as part of the Services.

**“Purpose”** means the sharing of Sylvera Data internally between all of the Access Programme Participant’s internal teams or departments.

**“Rating”** means an indication of the likelihood that the claimed carbon impact of a Project is a true representation of its real impact, expressed in rank order between AAA and D.

**“Screening”** means a short, high-level report on a Project prepared by Sylvera, that is not as detailed as a Rating.

**“Services”** means the provision of certain carbon analytics solutions via the Software, and any other services specified by Sylvera in writing to the Access Programme Participant.

**“Software”** means the software through which Sylvera’s carbon analytics solutions are delivered, including the App, any related APIs and/or any other means notified to the Access Programme Participant by Sylvera from time to time.

**“Sylvera Data”** means any data, information, analytics or reports based on proprietary and third party data, made available to the Access Programme Participant as part of the Services, including Opinions and any other data made available through the Software or otherwise by Sylvera to the Access Programme Participant.

**“Sylvera Parties”** means Sylvera, its Affiliates and their directors, employees, contractors, agents or shareholders.

**“Term”** means the length of time the Access Programme Participant’s Authorised Users will have access to the Sylvera Software and Services as part of the Access Programme, as specified by Sylvera.

**“Third Party Provider”** has the meaning given to it in Clause 2.9.

**“UK GDPR”** means the EU GDPR as incorporated into UK law by the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal) Act 2020) and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as further amended from time to time).

**“Virus”** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, data or the user experience, including worms, Trojan horses, viruses and other similar things or devices.

**“Website”** means <https://www.sylvera.com/>, [app.sylvera.com](https://app.sylvera.com/) or any other website operated by Sylvera through which the Services are delivered to the Access Programme Participant from time to time.

- 1.2 In this Agreement: (i) clause and paragraph headings shall not affect the interpretation of this Agreement; (ii) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (iii) a reference to writing or written includes e-mail; (iv) any words following the terms including, include, in particular for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Access to the Services**

- 2.1 Subject to and in consideration of Access Programme Participant’s compliance with the terms of this Agreement, Sylvera hereby grants to the Access Programme Participant:

- 2.1.1 a non-exclusive, non-transferable, non-sublicensable right to permit the Authorised Users to access the Services; and

- 2.1.2 a non-exclusive, non-transferable, non-sublicensable right and licence to reproduce and create derivative works of certain Sylvera Data as reasonably necessary to facilitate the Purpose,

each for the duration of the Term and strictly in accordance with this Agreement.

- 2.2 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, and except to the extent expressly permitted under this Agreement, the Access Programme Participant shall not, and shall not attempt to, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Sylvera Data in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, Services, and/or Sylvera Data.
- 2.3 The Access Programme Participant shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Software that is unlawful, harmful, infringing, or which facilitates illegal activity or causes damage or injury to any person or property.
- 2.4 Subject to Clause 2.1.2, the Access Programme Participant shall not, and shall not attempt to: (i) access all or any part of the Services in order to build a product or service which competes with the Services; (ii) make the Services available to any third party except to Authorised Users; (iii) attempt to obtain, or assist third parties in obtaining, access to the Services; (iv) use any part of the Services in connection with reporting required under any financial instrument or pursuant to any regulatory obligation; (v) use any part of the Services or Sylvera Data in connection with Access Programme Participant's direct oversight, regulation, or investigatory powers over a third party or third parties, without Sylvera's express prior written approval; (vi) redistribute or reproduce the Sylvera Data to third parties; or (vii) input any Sylvera Data into any artificial intelligence system, and shall only use the Sylvera Data in accordance with the terms and conditions of this Agreement.
- 2.5 Without prejudice to Sylvera's other rights, if Sylvera knows or has reasonable grounds to suspect that the Access Programme Participant is acting in breach of Clauses 2.2, 2.3, or 2.4, Sylvera may immediately suspend the Access Programme Participant's and all Authorised Users' access to the Services in accordance with Clause 9.4.
- 2.6 The Access Programme Participant shall take reasonable steps to prevent any unauthorised access to, or use of, the Software and the Services and, in the event of any such unauthorised access or use, promptly notify Sylvera. Access Programme Participant shall take reasonable steps to ensure that each Authorised User shall: (i) keep a secure username and password for their use of the Services; and (ii) not share such access credentials internally or with third parties in accordance with Clause 2.4, and keep such access credentials confidential.
- 2.7 The rights provided under this Agreement are granted to the Access Programme Participant only, and shall not be considered granted to any Affiliate of the Access Programme Participant, except with Sylvera's prior written consent.
- 2.8 Access Programme Participant acknowledges that certain data and information made available through the Software and the Services may have been provided to Sylvera by third party providers (each a "**Third Party Provider**") and such Third Party Providers have proprietary rights with respect to such data. The use and availability of such data and information is subject to arrangements between Sylvera and such Third Party Providers, and any limitations and restrictions that may be displayed or contained in the Software and/or the Services. Access Programme Participant agrees to comply with any restriction or condition imposed by Third Party Providers relating to the Software and/or the Services as

notified by Sylvera or such Third Party Providers. As part of such compliance, Access Programme Participant may be required to enter into a separate agreement with Sylvera or a Third Party Provider in order to receive or to continue to receive such data. Third Party Provider restrictions may be provided on the Website and/or supplied within the Software and/or the Services or directly by a Third Party Provider.

- 2.9 Access Programme Participant acknowledges that Sylvera is an independent ratings and data provider that endeavours to maintain robust governance protocols and processes, including its Code of Conduct. Access Programme Participant shall refrain from taking any steps or actions that are intended to encourage, or have the effect of encouraging, Sylvera to deviate from its Code of Conduct.
- 2.10 **Additional Product Terms.** If the Access Programme Participant has access to Analytics (CCA) and/or In-Platform Customer Support, the applicable term(s) described in this Clause 2.10 shall apply and form part of this Agreement:
- 2.10.1 **Analytics (CCA).** Raw data relating to company or corporate group-level emissions targets, performance and data may only be used by Access Programme Participant for internal company research and for internal portfolio and fund analysis.
- 2.10.2 **In-Platform Customer Support.** Sylvera may offer Access Programme Participant in-platform customer support through a third-party artificial intelligence system. Access Programme Participant acknowledges that as a result of the possibility of human, technical and/or other error, any information provided by such system (which shall be considered Sylvera Data) is provided on an “as is” basis without (except as expressly and specifically provided in this Agreement) representation or warranty of any kind, express or implied by the Sylvera Parties.
- 2.11 Access Programme Participant may not share any Sylvera Data externally without the prior written approval of Sylvera.
- 2.12 Access Programme Participant:
- 2.12.1 shall provide periodic feedback to Sylvera on the Services; and
- 2.12.2 shall, if requested, collaborate to develop a case study on its use of the Services (any such case study must be approved by both parties, acting reasonably).

### *Logo Rights*

- 2.13 Each party shall have the right to use the other party's logo in any full or abridged customer list (e.g., on a website, marketing collateral, social media posts, event invitations, etc.), provided use of the logo is limited to statements of fact and the other party shall have the right to revoke permission of such use of the logo at any time. Except as expressly stated above, neither party will use the name or logo of the other party or its employees or representatives in any advertisement, press release, or other publicity without prior written approval of the other party.

## **3. Access Programme Participant Data and Derived Data**

- 3.1 The Access Programme Participant undertakes that it shall permit Sylvera to monitor and analyse the Access Programme Participant's and any Authorised User's use of the Software for the purposes of security and to help Sylvera improve the Services and the Software.
- 3.2 The Access Programme Participant shall own all rights, title and interest in and to all of the Access Programme Participant Data.

- 3.3 Sylvera may use the Access Programme Participant Data in order to provide the Services and to improve the performance and functionality of the Software, including for developing Improvements, updates, upgrades, modifications, and derivative works thereof. Sylvera or its Third Party Providers shall own all rights, title and interest in and to all of the Derived Data, the Sylvera Data and any Improvements. Any Improvement shall be free from any confidentiality restrictions that might otherwise be imposed upon Sylvera pursuant to Clause 12 of this Agreement.

#### **4. Data Processing**

- 4.1 Both parties shall comply with their respective obligations in the DPA. The DPA is in addition to, and does not relieve, remove or replace, each of the parties' obligations or rights under the Data Protection Legislation.

#### **5. Sylvera's Obligations**

- 5.1 Sylvera shall make the Services available to the Access Programme Participant on and subject to the terms and conditions of this Agreement.
- 5.2 The Access Programme Participant acknowledges and agrees that the Services will evolve over time and that functionality may be added and removed from time to time; Sylvera does not warrant that the Access Programme Participant's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Access Programme Participant through the Services will meet the Access Programme Participant's requirements; and Sylvera is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Access Programme Participant acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.3 This Agreement shall not prevent Sylvera from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

#### **6. Access Programme Participant's Obligations**

- 6.1 Access Programme Participant acknowledges that Sylvera may require reasonable co-operation and access to Access Programme Participant's account in order to provide support, fix any errors or lift any account suspension, and to the extent that such access and co-operation is not provided in a timely and efficient manner, Sylvera may not be able to provide the requisite support, fix any errors or lift any suspensions.
- 6.2 The Access Programme Participant shall take reasonable steps to ensure that all Authorised Users use the Services strictly in accordance with the terms and conditions of this Agreement. The Access Programme Participant shall be responsible for any Authorised User's breach of this Agreement.
- 6.3 Access Programme Participant acknowledges that its access to the Services and Sylvera Data under this Agreement is not intended to support the provision of advice to third parties based on its use of the Services. Subject to Clause 2.4, in the event Access Programme Participant or any Authorised User evaluates the Sylvera Data, and subsequently provides or intends to provide advice to third parties based on such use of the Services, the Access Programme Participant acknowledges that Sylvera expressly disclaims all liability in relation to such advice, in accordance with Clauses 10 and 11.

## **7. Compliance with Laws and Regulations**

- 7.1 Each party shall comply with all applicable laws and regulations in the exercise of its rights and the performance of its obligations pursuant to this Agreement.

## **8. Intellectual Property Rights**

- 8.1 As between the parties, all Intellectual Property Rights in and to the Software, the Derived Data, the Sylvera Data, the Improvements, and the Services shall belong to, and remain vested in, Sylvera (or its Third Party Providers, as appropriate) at all times. Except as expressly stated in this Agreement, this Agreement does not grant the Access Programme Participant any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 8.2 Sylvera may, without liability, suspend or terminate this Agreement and cancel or withdraw all or any part of the Software and/or Services pursuant to the terms of this Agreement upon written notice to the Access Programme Participant at any time that in Sylvera's good faith determination use of the Services and/or Software in accordance with this Agreement has become subject to a claim that it infringes the Intellectual Property Rights of any third party.

## **9. Term and Termination**

- 9.1 This Agreement shall commence as of the Effective Date and, unless terminated sooner as provided herein, shall continue for the Term.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 9.2.1 the provision or receipt of the Services becomes unlawful; or
  - 9.2.2 if the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within thirty (30) days after being notified in writing to do so (such notification to include reference to this Clause 9.2.2).
- 9.3 Either party may terminate this Agreement at any time in whole or in part by giving the other party seven (7) days' written notice.
- 9.4 Without prejudice to any other rights or remedies to which Sylvera may be entitled under this Agreement, if Sylvera knows or has reasonable grounds to suspect that the Access Programme Participant is acting in material breach of its obligations under this Agreement, Sylvera may notify the Access Programme Participant in writing accordingly and may immediately suspend the Access Programme Participant's and all Authorised Users' access to the Services until such breach can be remedied or until Sylvera is satisfied, acting reasonably, that its suspicions are unfounded.
- 9.5 On termination of this Agreement for any reason: (i) all licences granted under this Agreement shall immediately terminate; (ii) each party shall return and make no further use of any Confidential Information, equipment, property and other items (and all copies of them) belonging to the other party; and (iii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination shall not be affected or prejudiced.

## **10. Exclusion of Warranties**

- 10.1 Access Programme Participant acknowledges that Opinions and all other Sylvera Data are, and will be construed solely as, a statement of opinion on the carbon impact of a Project at a certain point in time, and not statements of current or historical fact, investment or financial advice, endorsements or criticisms of any Project, nor recommendations to take or not take a particular action by the Sylvera Parties. Opinions are expressed in relative rank order, which is to say they are ordinal measures of the expected carbon impact and are not predictive of a specific outcome. Sylvera Data does not address any other risk or assessment, including but not limited to market value risk or price volatility, and does not take account of any objectives or requirements of the Access Programme Participant. Sylvera Data is the collective work product of Sylvera, and no individual, or group of individuals, is solely responsible for any Opinion or other Sylvera Data. Opinions and other Sylvera Data are not facts and, therefore, cannot be described as being "accurate" or "inaccurate."
- 10.2 Sylvera adopts all reasonable measures to ensure the information that it relies upon or makes available is of sufficient quality and from sources that Sylvera considers to be reliable and/or independent. Notwithstanding, Sylvera cannot independently verify or validate all of the information used or made available. As a result of the possibility of human, technical and/or other error, all Sylvera Data is provided on an "as is" basis without (except as expressly and specifically provided in this Agreement) representation or warranty of any kind, express or implied by the Sylvera Parties. Access Programme Participant agrees that no oral or written information or advice given by Sylvera Parties in respect of the Sylvera Data shall constitute a representation or a warranty. The Sylvera Parties make no guarantee of accuracy, completeness, timeliness, or availability. THE SYLVERA PARTIES EXPRESSLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, FREEDOM FROM BUGS, SOFTWARE ERRORS OR DEFECTS, THAT THE SOFTWARE'S FUNCTIONING WILL BE UNINTERRUPTED OR THAT THE SOFTWARE WILL OPERATE WITH ANY SOFTWARE OR HARDWARE CONFIGURATION.
- 10.3 The Sylvera Data may include inaccuracies or typographical errors, and there may be times when it is unavailable. Sylvera has no obligation to keep the Sylvera Data updated, but Sylvera may make modifications and/or changes to it at any time, for any reason, and the Access Programme Participant assumes the sole risk of making use of and/or relying on the Sylvera Data.
- 10.4 The Access Programme Participant acknowledges that it will, with due care, make its own study and evaluation of a Project before taking any decisions or actions, that nothing provided by the Sylvera Parties should be a substitute for the exercise of independent judgement, skill and expertise by the Access Programme Participant, and that it takes any decisions solely at its own risk. Equally, the Access Programme Participant is responsible for the conclusions that it draws from any use of the Sylvera Data, and acknowledges that, by providing the Sylvera Data, Sylvera is not expressing any judgement or opinion, nor providing any advice. The Access Programme Participant acknowledges that, while Opinions may make reference to Project proponents, they do not include "know-your-customer" checks on any project proponent(s) and each Access Programme Participant is responsible for conducting such checks on all transaction counterparties prior to purchasing any carbon credits. Lastly, Sylvera has not consented to being named an "expert" or any similar designation under applicable securities laws.

## **11. Limitation of Liability**

- 11.1 This Clause 11 sets out the entire financial liability of the parties arising under or in connection with this Agreement, in respect of any use made by the Access Programme Participant or its Authorised Users of the Services; and in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 11.2 Sylvera shall have no liability for any damage caused by errors or omissions in any information



(negligent or otherwise, and including without limitation, in the Sylvera Data) or any actions taken by Sylvera at the Access Programme Participant's direction. No other party is entitled to rely on the Sylvera Data for any purpose whatsoever, and Sylvera disclaims any responsibility to any such third party who has had communicated to him or her the information or advice provided by or on behalf of Sylvera to the Access Programme Participant.

- 11.3 Nothing in this Agreement excludes either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or for any liabilities that cannot be excluded under applicable law.
- 11.4 Subject to Clause 11.3, neither party shall be liable for any consequential, indirect, special, incidental, punitive or exemplary damages, costs, expenses, legal fees or losses whether foreseeable or unforeseeable, loss of profit, loss of business, loss of goodwill, loss of or corruption of data, loss caused as a result of the Services being unavailable, loss arising from any failure of the Access Programme Participant's infrastructure and/or utilities, loss caused as a result of the Services being unavailable caused by a Force Majeure Event, loss caused by the failure or delay of any third party application or service or network, however arising under this Agreement. Either party's entire, aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising out of or relating to this Agreement shall be limited to £100.

## **12. Confidential Information**

- 12.1 Each party may have access to Confidential Information of the other party under this Agreement. A party's Confidential Information shall not include information that: (i) is or becomes publicly known through no act or omission of the receiving party; or (ii) was in the other party's lawful possession prior to the disclosure; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 12.2 Subject to Clause 12.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other party's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 12.3 Each party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this Agreement.
- 12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 12.5 This Clause 12 shall survive termination of this Agreement for any reason.

## **13. General**

- 13.1 **Entire agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.2 **Assignment.** Except by Sylvera to an Affiliate of Sylvera, neither party shall assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

13.3 **Notices.** All communications relating to this Agreement shall be in writing and sent by email to the following addresses (or an address substituted in writing by the party to be served):

- Sylvera: [legal@sylvera.io](mailto:legal@sylvera.io)
- Access Programme Participant: email addresses of Authorised Users

Any such communication shall take effect upon transmission.

13.4 **Variation.** Save as expressly set out herein, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

13.7 **Relationship.** Each of the parties to this Agreement is an independent contractor and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of agents or of principal/agent or of employer/employee nor are the parties hereby engaging in a joint venture and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this Agreement.

13.8 **Third party rights.** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

13.10 **Governing Law.** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

13.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.