



Wilder Earth Registry – Terms and Conditions



Contents

Parties	4
Recital.....	4
Modification to these T&Cs	4
Operative Provisions	4
1. General Terms of Use.....	4
2. Terms of Use	4
3. Service.....	5
4. Creating a Wilder Earth Registry Account	5
5. Listing a project on Wilder Earth Registry.....	6
6. Issue Assets	6
7. Transfer of Assets.....	7
8. Retirement of Assets.....	8
9. Suspension/termination of account access	8
10. Exclusivity	10
11. Legal Title to Assets.....	10
12. Fees & Charges.....	11
13. Closing an account	12
14. Warranties	12
15. Account Holder Acknowledgements.....	14
16. Wilder Earth Rights & Responsibilities	15
17. Confidentiality	15
18. Force Majeure.....	17
19. Dispute Resolution.....	17
20. Limited Liability	18
21. Indemnity	19
22. Privacy.....	20
23. Intellectual property.....	20
24. General.....	21
Assignment.....	21
No Third Party Beneficiaries	21
Severability	21
Audit	21
Notices.....	21
Electronic Documents	22
Injunctive Relief.....	22
Rights Cumulative.....	22



Entire Agreement.....	22
Governing Law.....	22
Annex A: Definitions.....	22



Parties

Wilder Earth LLC a limited liability company incorporated in the United States whose registered office is at 1309 Coffeen Avenue STE 1200, Sheridan, Wyoming 82801 (“Wilder Earth”).

You (the “Account Holder” and as defined in Annex A)

Recital

- a) These Terms and Conditions set out the terms on which Wilder Earth offers to make the Wilder Earth Registry available to the Account Holder
- b) The Account Holder wishes to use the Wilder Earth Registry in accordance with these Terms and Conditions, as amended from time to time.

Modification to these T&Cs

- a) Wilder Earth may modify these Terms and Conditions from time to time at Wilder Earth’s discretion. Any such modification takes effect at the time specified by Wilder Earth and without the Account Holder’s prior consent.
- b) It is the Account Holder’s responsibility to check the Wilder Earth Registry website from time to time in relation to such amendments. Wilder Earth will notify the Account Holder regarding any modifications to these Terms and Conditions either via the Wilder Earth website or by such other means Wilder Earth may determine.
- c) The Account Holder is deemed to have accepted the modified Terms and Conditions and to ensure compliance with them by all authorised representatives.

Operative Provisions

1. General Terms of Use

1.1 The Account Holder appoints Wilder Earth as its Registry provider for Assets it lists, manages and/or transacts in the Registry.

1.2. The Account Holder acknowledges and agrees that when using the Wilder Earth Registry, the Account Holder will be subject to, and must comply with, the Wilder Earth Terms & Conditions, the User Guidelines and the all applicable Standards Material.

1.3. For the purposes of dealing with Assets where there exists any Standards Material, if there is any inconsistency between these Terms and Conditions and the Standards Material, these Terms and Conditions will prevail in respect of dealings with the Wilder Earth Registry.

1.4 If the Account Holder does not agree to these Terms of Use, the Account Holder may not access or otherwise use the Wilder Earth Registry.

2. Terms of Use

2.1 These Terms of Use commence on the date on which the Account Holder indicates on the Wilder Earth Registry website that the Account Holder agrees with and accepts the Terms of Use (Commencement Date), and these Terms of Use shall continue in effect until terminated in accordance with clause 9 (End Date).



3. Service

3.1 The Account Holder is responsible for providing and maintaining all communications lines, telephone/transmission services, and all equipment and technology, necessary for the Account Holder to access and use the Wilder Earth Registry, and all costs and expenses associated with its accessing and using the Wilder Earth Registry.

3.2 The Account Holder shall take all appropriate steps and precautions to safeguard and protect the access, use, and security of the Wilder Earth Registry and the Account Holders access information from unauthorized Account Holders.

3.3 The Account Holder is strictly prohibited from engaging in any act of double-selling of assets listed on the Wilder Earth Registry under any circumstances. Double selling is any situation when one or more entities sell a unit representing the same GHG emission reduction or carbon dioxide removal or other environmental benefit, such that two or more entities would have the same interest (legal, beneficial or otherwise) in or to that unit at the same time. 'Double Sold' and 'Double Sell' are construed accordingly.

4. Creating a Wilder Earth Registry Account

4.1 Accounts for personal use

4.1.1 An Account Holder may open a Wilder Earth Registry Account for themselves in accordance with the procedures set out by Wilder Earth.

4.1.2 Wilder Earth will only open a Wilder Earth Registry Account for an Account Holder if the Account Holder has indicated their acceptance of these Terms of Use; and

4.1.3 Wilder Earth may, in its absolute discretion, refuse to open a Wilder Earth Registry Account for an Account Holder.

4.2 Organisation accounts

4.2.1 An Account Holder may open a Wilder Earth Registry Account for themselves in accordance with the procedures set out by Wilder Earth.

4.2.2 Wilder Earth will only open a Wilder Earth Registry Account for an Account Holder if:

- a) The Account Holder has indicated their acceptance of these Terms of Use; and
- b) The Account Holder has provided sufficient identification information including satisfying any relevant Know-Your-Client (KYC) or other background check requirements in accordance with the procedures set out by Wilder Earth including any User Guidelines.

4.2.3 Wilder Earth may, in its absolute discretion, refuse to open a Wilder Earth Registry Account for an Account Holder.



5. Listing a project on Wilder Earth Registry

5.1 Upon request by the Account Holder made via the Wilder Earth Registry, Wilder Earth may list one or more projects, under the authority given by the Standards Organisation (if any) in accordance with this clause 5, the terms specified in the User Guidelines and any documentation issued by the Standards Organisation or author of any such Standard.

5.2. Wilder Earth will require any Account Holder who intends to list projects on the Wilder Earth Registry to provide, or arrange for the provision of:

- a) Documentation outlining the design of the project(s);
- b) Evidence of validation and / or verification of the project(s);
- c) Any other matter required under a Standard or by Wilder Earth.

6. Issue Assets

6.1 Upon request by the Account Holder made via the Wilder Earth Registry, Wilder Earth may issue assets (excluding PIUs) resulting from project(s) listed on the Wilder Earth Registry, under the authority given by the Standards Organisation (if any) in accordance with this clause 6, the terms specified in the User Guidelines and any documentation issued by the Standards Organisation or author of any such Standard.

6.2 Wilder Earth will only list such Assets if:

- a) the Account Holder has submitted complete and signed documentation required by any such Standard;
- b) Wilder Earth is satisfied (based solely on the information provided by the Account Holder and third parties) that the project for which assets are to be listed meets that Standard;
- c) the Account Holder complies with all relevant laws;
- d) the Account Holder has paid any applicable listing fee as required by Wilder Earth;
- e) the Account Holder has paid any applicable issuance levy or fee as required by the Standard or the Standards Organisation;
- f) the Account Holder has submitted an original signed copy of any agreements or documents as required by the Standard, the Standards Organisation, these Terms and Conditions or the User Guidelines; and
- g) the Account Holder has complied with any other requirements specified in the Standards Material or by the Standards Organisation or Wilder Earth from time to time.



6.3 The Account Holder acknowledges and agrees that in the event that the Standards Organisation or a relevant Scheme Regulator determines that GHG reductions or removals for a project or activity were incorrectly quantified or reported, such that the number of Assets issued to the Account Holder was in excess of the correct number according to the requirements of the applicable Wilder Earth Rules and Requirements, it is the Account Holder's responsibility to compensate for the over issuance of Assets, irrespective of whether the Assets are still held by the Account Holder.

6.4 Where Wilder Earth lists Assets in accordance with this clause 6, such Assets will be listed with a unique serial number in the Wilder Earth Registry recorded against the listing in the Account Holder's account, unless the Asset has already been listed with a serial number by any Standards Organisation, association, board or other entity pursuant to any Standard, in which case if required by such entity, Wilder Earth will record this serial number (or a part thereof) against the listing in the Account Holder's account.

6.5 Assets listed in accordance with this clause 6 must not be transferred to any other registry

6.6 The Account Holder authorises Wilder Earth to obtain information about Assets held on any other registry, database, administrator, trading platform and/or exchange.

6.7 Assets listed by Wilder Earth in accordance with this clause 6 may only be retired by Wilder Earth in accordance with clause 8 and the User Guidelines and any applicable Standards Material.

6.8 Where Wilder Earth is not itself authorised to list Assets pursuant to a Standard it may enter into any necessary arrangements it may require with the relevant Standard and its listing registry to facilitate listing and transfer of the Assets to an account in the Wilder Earth Registry.

6.9 Wilder Earth may, in its absolute discretion, refuse to list any Asset in the Wilder Earth Registry.

7. Transfer of Assets

7.1 The Account Holder must notify Wilder Earth through the Wilder Earth Registry platform upon transferring, selling, assigning, disposing of, or otherwise dealing with or acting upon Assets that are listed on the Wilder Earth Registry, the Account Holder shall record the action in the Wilder Earth Registry.

7.2. Upon receiving notification from the Account Holder of an action in the Wilder Earth Registry in accordance with clause 7.1 and subject to clause 9 if the action involves a transfer of Assets to a recipient with an account in the Wilder Earth Registry, Wilder Earth will notify the sender and recipient of the transaction through the Wilder Earth Registry and email. Upon approval of the transaction by the recipient, the Wilder Earth Registry will transfer the listed Assets into the recipient's Wilder Earth Registry account.

7.3. Where the recipient notified under Clause 7.2 does not approve the transaction, Wilder Earth may, where required by the relevant Standards Organisation or where determined by Wilder Earth after 15 calendar days from the date of transfer, or such other period of time determined by Wilder Earth, return the Assets back into the account of the Account Holder who requested the transfer.



8. Retirement of Assets

8.1. The Account Holder may retire Assets in the Wilder Earth Registry in accordance with the rules set out in the User Guidelines.

8.2 The Account Holder acknowledges and agrees that if the Account Holder retires Assets in the Wilder Earth Registry:

- a) the Account Holder is retiring such Assets permanently;
- b) neither the Account Holder nor any third party has any further rights to take the benefit of such Assets nor the underlying Environmental Benefits corresponding to such Assets; and
- c) the Account Holder will procure that all relevant third parties enter into such agreements as are necessary to ensure that neither the Account Holder nor any third parties have any further rights to take the benefit of such Assets nor the underlying Environmental Benefits corresponding to such Assets.

8.3. Subject to clauses 15.1.h and 15.1.m, any instruction by the Account Holder to the Wilder Earth Registry to retire Assets in accordance with this clause 11 is irrevocable, and the Account Holder acknowledges that any such instruction will not be reversed.

8.4. Wilder Earth acknowledges and agrees that, once the Account Holder has complied with this clause 8 and Wilder Earth has retired the Assets, Wilder Earth will not take any action to exercise or purport to exercise any right or interest, or deal with or otherwise use, the retired Assets or the underlying Environmental Benefits corresponding to such Assets and considers that no person has any further rights to take the benefit of the retired Assets or the underlying Environmental Benefits corresponding to such Assets.

8.5. The Account Holder agrees that it will take appropriate steps to clearly demonstrate that the retirement of Assets does not equate to the offset of an environmental impact (including but not limited to GHG Reductions) unless the Account Holder has verified that offset in accordance with the Standard and the Account Holder and, where applicable, the Standards Organisation of the Standard under which the Assets are issued or listed, are satisfied that any such claim or representation is in no way misleading, deceptive or may constitute a misrepresentation.

9. Suspension/termination of account access

9.1 Suspension

9.1.1 Wilder Earth may suspend the Account Holder's access to the Wilder Earth Registry and the Account Holder' Wilder Earth Registry Account and/or Program Sub-Accounts at any time with or without cause and without prior notice to the Account Holder. Without limiting any other remedies or limiting the foregoing, Wilder Earth may suspend the Account Holder's access to the Wilder Earth Registry if:

- a) Wilder Earth reasonably suspects that the Account Holder has engaged in fraudulent, unethical or illegal activity in connection with the Wilder Earth Registry, Wilder Earth or its website;



- b) it has received instructions to do so from the relevant Standard Organisation or Scheme Regulator;
- c) the Account Holder has failed to pay any fees, costs or other amounts required to be paid under these Terms of Use within five (5) Business Days of the applicable due date;
- d) the Account Holder has breached any representation, warranty, covenant or agreement contained herein, or otherwise failed to abide by these Terms of Use, the procedures set out by Wilder Earth including any requirements specified in the Standards Material or by the Standards Organisation;
- e) accreditation or approval for any Assets listed by or on behalf of the Account Holder is withdrawn or threatened to be withdrawn for any reason other than such Assets having been issued in error;
- f) any Assets listed by or on behalf of the Account Holder are the subject of, or become the subject of, a Dispute, other than to an issue of erroneous issuance; or
- g) if the User is acting as an Agent, any authorisation to act in that capacity has been revoked by the Principal.

9.1.2 Wilder Earth shall provide the Account Holder with written notice via email of any suspect circumstances affected under this section within fifteen (15) Business Days following such suspension.

9.1.3 While an Account Holder's access to the Wilder Earth Registry and/or Wilder Earth Registry Account is temporarily suspended, the Account Holder will have no right to deal with any listed Assets in the Wilder Earth Registry and any instruction by the Account Holder to Wilder Earth to list, record the transfer of, retire or cancel Assets in the Wilder Earth Registry will be declined.

9.1.4 When Wilder Earth forms a reasonable belief in accordance with clause 9.1.1 (a), Wilder Earth may exercise one or more of the following rights:

- a) a notation may be made in the Wilder Earth Registry and / or the Wilder Earth website indicating the temporary suspension and indicating the Disputed Assets; and
- b) where the dispute concerns Assets transferred, or purportedly transferred, by the Account Holder to another Wilder Earth Registry Account in accordance with clause 7, Wilder Earth may require the Account Holder to supply replacement Assets of a quality and quantity specified by Wilder Earth.

9.1.5 Upon notification by Wilder Earth of temporary suspension, the Account Holder will have ten Business Days to:



- a) show cause in writing as to why the Account Holder should not be permanently suspended from the Wilder Earth Registry and why the serial numbers of the Disputed Assets should not be cancelled and
- b) where requested by Wilder Earth in accordance with clause 9.1.4 (b), supply to Wilder Earth, replacement Assets of a quality and quantity specified by Wilder Earth.

9.1.6 If within the ten Business Day period, the Account Holder fails, to the satisfaction of Wilder Earth, to show cause and/or provide replacement Assets, Wilder Earth may exercise one or more of the following rights:

- a) permanently suspend the Account Holder from the Wilder Earth Registry;
- b) close the Account Holder's Wilder Earth Registry Account(s) and any Program Sub-Accounts (in which case the provisions of clause 11 shall apply);
- c) record the serial numbers of the Disputed Assets into the Wilder Earth Cancellation Account; and / or
- d) terminate these Terms of Use under clause 9.2.1.

9.1.7 For the avoidance of doubt, in the event that a listing or a transaction on the Wilder Earth Registry is found to be fraudulent or illegal, Wilder Earth reserves the right to refer the matter to the appropriate Governmental and legal authorities.

9.2 Termination

9.2.1 Wilder Earth may terminate these Terms of Use by giving ten Business Days notice to the Account Holder except in the event of a breach of the Terms of Use in which case Wilder Earth may terminate these Terms of Use immediately. For the avoidance of doubt, the power to terminate these Terms of Use in this clause 9.2 can be exercised immediately.

9.2.2 If these Terms of Use are terminated, the following provisions shall survive termination: 7 Transfer Asset, 8 (Retirement of Assets), 17 (Confidentiality), 12 (Fees & Charges), 20 (Limitation of Liability and Indemnification), 23 (Intellectual Property), and 19 (Dispute Resolution).

10. Exclusivity

10.1. During the time period that the Account Holder lists Assets in the Wilder Earth Registry the Account Holder agrees not to list those same Assets on another registry.

11. Legal Title to Assets

11.1. Wilder Earth may require any Account Holder who has requested Wilder Earth to retire Assets in the Wilder Earth Registry in accordance with clause 8 and who is not found to have legal title to those Assets (or in the case of an Agent, whose Principal is not found to



have beneficial title to those Assets), to provide replacement Assets of a quality and quantity specified by Wilder Earth to Wilder Earth.

11.2. Notwithstanding anything in these Terms and Conditions including clause 6.2, and 11.1, the Account Holder acknowledges and agrees that Wilder Earth does not in any way guarantee legal title to the Assets and the Account Holder relies on any content obtained through the Wilder Earth Registry at its own risk. For the avoidance of doubt, Wilder Earth is under no obligation to verify or otherwise enquire into the validity of, or legal title to, the Assets.

11.3. Wilder Earth may require any Account Holder at any time to cancel any Assets if Wilder Earth forms a reasonable belief that:

- a) such Assets do not have or no longer represent legal title to an offset or other Environmental Benefit;
- b) the Account Holder has not complied fully with these Terms and Conditions;
or
- c) the Standards Organisation of such Standard revokes the accreditation or approval of the underlying project represented by such Assets.

12. Fees & Charges

12.1 Fees

12.1.1 Fees payable for use of the Wilder Earth Registry will be published by Wilder Earth from time to time at www.wilder.earth or otherwise notified to the Account Holder by Wilder Earth or the Standards Organisation. Such fees will be updated from time to time and made available to Account Holder.

12.1.2 The Account Holder shall provide Account Holder's billing information prior to opening a Wilder Earth Registry Account with the Wilder Earth Registry. Invoices will be sent to Account Holder by email. Premium membership subscriptions must be paid to Wilder Earth by direct debit or credit card, issuance fees made to Standard Bodies must be made by wire transfer of immediately available funds in United States dollars, or the chosen currency of the respective Standard Body, to the Standard Body's Bank Account. For the avoidance of doubt, all costs associated with the Account Holder's payment of fees shall be borne by the Account Holder.

12.1.3. All Fees relating to issuance are due prior to issuance.

12.1.4 The Account Holder is liable for any and all fees incurred as a result of any use of the Wilder Earth Registry through the Account Holder's username, password and pin whether authorised by the Account Holder or not.

12.2 Changes in Fees and Costs

12.2.1 Wilder Earth may, upon thirty (30) days' notice to Account Holder and in its sole discretion, increase or decrease any or all of the fees and costs payable hereunder at any time. In no event shall any portion of such fees and costs be



prorated or refunded to Account Holder upon termination of these Terms of Use or termination or suspension of Account Holder's access to the Wilder Earth Registry.

12.2.2 Any use of the Wilder Earth Registry by the Account Holder after the effective date set forth in the notice shall be deemed to constitute acceptance of such changes to the fees and costs payable hereunder.

12.3 Taxes and Other Charges

12.3.1 Account Holder shall be responsible for all taxes and charges imposed by a governmental authority related to the use of the Wilder Earth Registry and all related hardware, software, and services, and any other costs the Account Holder incurs in connection with the purchase, sale, posting, or transfer of Assets or any other use of the Wilder Earth Registry.

12.3.2 For the purposes of these Terms of Use, "taxes" includes, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, and transaction taxes, and any other taxes and governmental charges, fees, and assessments, or increases therein, other than taxes based on Wilder Earth's net income or net worth.

12.3.3 In addition to the Fees, Account Holder will pay to Wilder Earth or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added, withholding or similar taxes payable under these Terms and Conditions so that after payment of such taxes the amount Wilder Earth receives is not less than the Fees. Account Holder shall hold Wilder Earth harmless from all claims and liability arising from Account Holder's failure to pay any such taxes, including penalties, interest, duties, tariffs or charges.

13. Closing an account

13.1. The Account Holder may request the closure of an account at any time by declaring account closure through the Wilder Earth Registry Account Closure process.

13.2. In the event of the Account Holder providing written notice to Wilder Earth in accordance with clause 13.1, then subject to clause 9, the Account Holder will retain access to its other accounts on the Wilder Earth Registry (if any) and these Terms and Conditions will continue to apply until terminated under clause 9.2.

14. Warranties

14.1. Where relevant, the Account Holder warrants and represents that, from the date it enters the Wilder Earth Registry or agrees to these Terms and Conditions (whichever is earlier):

- a) it has, and continues to have, (or if acting in the capacity as an Agent, the person or entity it represents has and continues to have) full legal and beneficial title to any Assets listed by Account Holder in accordance with these Terms and Conditions and the underlying Environmental Benefits corresponding to such Assets and it has not sold, transferred, assigned, licensed, disposed of, granted or otherwise created any interest or encumbrance in or agreed to sell, assign, license, dispose of, grant or otherwise create any interest or encumbrance in the



Assets or the underlying Environmental Benefits corresponding to such Assets other than as contemplated under these Terms and Conditions;

- b) it has acted in compliance with any underlying regulatory scheme or requirements of any relevant Standard and Standards Organisation relating to the Assets and will continue to do so;
- c) there is no security, encumbrance or third party interest in relation to any Assets at the time of issuance, listing or transfer;
- d) no claim has been made by any third person to be entitled to an interest in any Assets;
- e) it has the power and authority to enter into and perform these Terms and Conditions and have obtained all necessary approvals to do so;
- f) any information provided to Wilder Earth by the Account Holder, or any third party on behalf of the Account Holder, is current, true, accurate and correct and the Account Holder will inform Wilder Earth in writing as soon as the Account Holder becomes aware of any changes to that information;
- g) it will use the Wilder Earth Registry for lawful purposes only and in a manner that does not infringe the rights of Wilder Earth or any third party or Account Holder;
- h) Account Holder will not hold Assets for individuals in any of its accounts;
- i) in using the Registry Account Holder is not acting and will not act in any way as a broker, or in a manner similar to a broker, or engage in any Asset transactions for individuals;
- j) its business activities in relation to its use of the Registry will be those notified by the Account Holder to Wilder Earth either as part of the account opening process or subsequently in accordance with these Terms and Conditions;
- k) it will maintain the security of any Account username and password at all times;
- l) it has not listed the Assets on another registry or similar information source;
- m) it has acted in compliance with any regulatory system, or jurisdictional system or other requirements underlying the Environmental Benefits for which the Account Holder is seeking credit;
- n) it has not used the Environmental Benefits that underlie the Assets to satisfy obligations in any jurisdiction outside of the Wilder Earth Registry;
- o) to the extent the Account Holder lists Assets in the Wilder Earth Registry, the Account Holder is not insolvent or bankrupt and has no knowledge of any impending insolvency or bankruptcy;



- p) it will follow all policies and instructions applying to its use of the Wilder Earth Registry, including but not limited to these Terms and Conditions and the User Guidelines;
- q) where the Account Holder provides information to Wilder Earth electronically or otherwise interacts with the Wilder Earth Registry, the Account Holder warrants that in doing so, it will not interfere with or disrupt the operation of the Wilder Earth Registry (or its underlying software);
- r) it will not undertake any action that may in any way bring Wilder Earth into disrepute, including but not limited to listing Assets that are the subject of any Dispute or claim or which have been used for other offsetting purposes; and
- s) it complies with all other relevant laws.

15. Account Holder Acknowledgements

15.1. The Account Holder acknowledges and agrees that:

- a) Wilder Earth may not give the Account Holder access to the Wilder Earth Registry until Wilder Earth is satisfied of the information obtained in carrying out the obligations set out in clause 22;
- b) the use of the Wilder Earth Registry by the Account Holder in no way creates any right or entitlement on the part of the Account Holder to make any claim in relation to any Asset regarding offsetting of emissions, protection of the environment or biodiversity or any other related matters by the Account Holder, and the Account Holder is entirely responsible for ascertaining (based on the Standard and its own commercial arrangements), the benefits associated with the use and benefits of any Assets;
- c) it is responsible for obtaining and properly using any computer equipment, software and communications services necessary to use the Wilder Earth Registry and it is solely responsible for any damage to computer systems or loss of data that may result from the Account Holder's access to the Wilder Earth Registry;
- d) Wilder Earth does not warrant that the Wilder Earth Registry software is free of bugs or errors;
- e) it is responsible for keeping confidential the Account Holder's username, password and pin. The Account Holder must immediately notify Wilder Earth in writing if it believes the confidentiality of the Account username, password and pin is or has been compromised;
- f) the information contained in the Wilder Earth Registry is derived from information supplied by various sources and the Account Holder acknowledges and agrees that Wilder Earth does not represent or make any warranty in respect of the accuracy, reliability and/or completeness of information contained in the Wilder Earth Registry, including but not limited to



the listing of any environmental project in the Registry under a Standard or existence or ownership of any Assets;

- g) Wilder Earth has the authority and power to update information in relation to the Account Holder's account(s) and any listed Assets, without the authorisation of the Account Holder;
- h) Any issues or disputes that may arise between Account Holders in the Registry or between Account Holder(s) and a third party (including without limitation any issues or disputes relating to validity of project information, transactions in Assets in the Wilder Earth Registry, or ownership of or any security or proprietary interest in Assets in the Wilder Earth Registry) shall be addressed between such Account Holders or such Account Holder(s) and the third party, and Wilder Earth shall have no obligations or liability in respect of such issues or disputes;
- i) In the event that any licenses held by Wilder Earth to list and/or transfer Assets pursuant to certain Standards are amended or terminated, the provision of any services relating to that Standard may immediately be terminated in which event Wilder Earth agrees to refund the Account Holder any pre-paid fees on a pro rata basis; and
- j) it has the right and the obligation to instruct Wilder Earth to correct any incorrect or inaccurate information held in the Wilder Earth Registry and inform Wilder Earth in writing of any changes to that information.

16. Wilder Earth Rights & Responsibilities

16.1 Wilder Earth shall use reasonable endeavours to perform its obligations hereunder in accordance with Good Industry Practice.

16.2 Wilder Earth will use its reasonable endeavours to ensure that the Wilder Earth Registry is available to the Account Holder for access at all times during the operation of the Wilder Earth Registry.

16.3 Wilder Earth is not responsible for the content, availability or reliability of websites that are linked to the Wilder Earth Registry.

16.4 Wilder Earth has the right to engage affiliates, suppliers or subcontractors in the provision of the Wilder Earth Registry.

16.5 Wilder Earth may, at Wilder Earth's discretion, link the Wilder Earth Registry to registries under existing and future environmental regulations and/or agreements or to trading platforms or Financial Markets Settlement Systems. Wilder Earth is not responsible for the content, availability or reliability of such other registries, trading platforms or systems linked to the Wilder Earth Registry.

17. Confidentiality

17.1 For the purposes of this clause 17, "Confidential Information" means all information provided by one party to another party in accordance with the provisions of this Agreement,



including but not limited to, information concerning the business and affairs of a party and its affiliates and customers, any analysis, information, pricing or other information related to any underlying Assets or transactions, and any listing or account information.

17.2 The Confidential Information will be kept secure, private and confidential by both parties.

17.3 Both parties will protect any Confidential Information disclosed pursuant to these Terms and Conditions using the same security measures and standard of care that they would apply to safeguard their own Confidential Information.

17.4 Wilder Earth and the Account Holder each agree not to use or disclose Confidential Information of the other party except to the extent that such use or disclosure is:

- (a) reasonably necessary to perform under the procedures set out by Wilder Earth including any Program User Guidelines, Program Rules and Requirements, or these Terms of Use (including, without limitation, in connection with the production of reports or information requested and required by a relevant Scheme Regulator); or
- (b) authorized in writing by the other party.

17.5 Neither Wilder Earth nor the Account Holder shall be deemed to have breached these Terms of Use on account of the use or disclosure of any Confidential Information of the other party if:

- (a) such use or disclosure is reasonably necessary to comply with any applicable law, regulation, order or other legally enforceable requirement, or any request by any governmental authority having jurisdiction (including a relevant Scheme Regulator) over Wilder Earth; and
- (b) the party using or disclosing such Confidential Information provides to the other party, as soon as reasonably practicable and, in any event, in advance of such use or disclosure, written notice of such use or disclosure so that the other party may seek a protective order or other appropriate remedy. With respect to requests from a relevant Scheme Regulator for Confidential Information relating to a particular project or activity in connection with the relevant Scheme Regulator 's review or crediting of that project or activity, Wilder Earth may disclose Account Holder information to the relevant Scheme Regulator without providing written disclosure to Account Holder.

17.6 If Account Holder obtains access to data in the Wilder Earth Registry that:

- (a) is not data provided or owned by Account Holder;
- (b) is not part of a publicly available Wilder Earth Registry report; and
- (c) the Account Holder is not otherwise authorized to use, then, regardless of whether such data is otherwise considered information subject to the provisions of this clause 17, the Account Holder shall: (i) immediately notify Wilder Earth that the Account Holder has obtained such access; and (ii) not disclose, disseminate, copy, or use any such information.



17.7 Wilder Earth and the Account Holder will each be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, the obligations of the other party under this clause 17.

17.8 If an Account Holder cancels or retires one or more Assets, notwithstanding anything to the contrary in these Terms of Use, the following information related to such cancellation or retirement shall be subject to public disclosure by or at the direction of Wilder Earth, in such manner (including, without limitation, by inclusion in one or more reports posted on the Wilder Earth 's website) and at such times as Wilder Earth may determine in its sole discretion:

- a) the name of Account Holder;
- b) the number of cancelled or retired Assets;
- c) the vintage and serial numbers of the cancelled or retired Assets;
- d) the date of such cancellation or retirement;
- e) the name, type and identification number of the project or activity and the location of the project or activity site associated with the cancelled or retired Assets;
- f) if applicable, a statement to the effect that the cancellation or retirement was effected on behalf of another person or organization; and
- g) any information not covered by the preceding clause 17.8
- h) voluntarily disclosed by Account Holder to Wilder Earth regarding the reason for such cancellation or retirement.

18. Force Majeure

18.1. A party will not be liable for any failure or delay in the performance of its obligations under these Terms and Conditions if that failure or delay is due to a Force Majeure.

18.2. Any party who is, by reason of Force Majeure, unable to perform any obligation or condition under these Terms and Conditions must notify the other party in writing as soon as possible specifying: a. the cause and extent of such non-performance; b. the date of commencement of non-performance; and c. the means proposed to be adopted to remedy or abate the Force Majeure.

18.3. A party who is, by reason of Force Majeure, unable to perform any obligation or condition under these Terms and Conditions must: a. use all commercially reasonable endeavours to remedy the Force Majeure as quickly as possible; b. resume performance as quickly as possible after cessation of the Force Majeure; and c. notify the other party in writing when the Force Majeure has terminated.

19. Dispute Resolution

19.1 Either party may commence negotiations to resolve any Dispute arising in connection with these Terms and Conditions (including any question regarding their existence, validity



or termination) by giving the other party written notice of any Dispute not resolved in the normal course of business (the Dispute Notice).

19.2 The parties will attempt in good faith to resolve any Dispute promptly by negotiation between executives authorised to resolve such Disputes.

19.3 Nothing in this clause will prevent either party from having recourse to a court of competent jurisdiction.

20. Limited Liability

20.1. Account Holder agrees that the Wilder Earth Registry provided shall be on an “AS IS” basis and that, to the maximum extent allowed by law, except as unambiguously and expressly set forth in these Terms and Conditions, neither Wilder Earth, its affiliates or any third party data provider or vendor makes any representation, warranty, condition, undertaking or term, whether express, implied or statutory, regarding or relating to the Wilder Earth Registry (including their maintenance and support) or any of the data, documentation, or materials provided or made available to Account Holder under these Terms and Conditions including:

- a) of merchantability or that the Wilder Earth Registry is fit for any particular purpose; or
- b) as to the continuity, accuracy, timeliness or completeness of the Wilder Earth Registry (including any data therein) or any of the results to be attained by the Account Holder or others from the use of the Wilder Earth Registry; and the Account Holder acknowledges that it has not relied upon any warranty, guaranty or representation (express or implied) made by Wilder Earth, its affiliates or any third party data provider or vendor, except the representations made by Wilder Earth specifically set forth in these Terms and Conditions.

20.2. Wilder Earth shall not be liable to the Account Holder or any third party, whether in contract (including under any indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by Account Holder or any third party arising in respect of, or in connection with (i) any inaccuracy, error or omission, regardless of cause, in the Wilder Earth Registry (including any data contained in the Wilder Earth Registry); or (ii) any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of Account Holder or third party, made or taken in reliance of, or based on, the use the Wilder Earth Registry (including any data contained therein); or (iii) the matters set out below:

- a) any use of the Wilder Earth Registry by the Account Holder, the Account Holder's authorised representative or a third party;
- b) the Account Holder relying upon any advice, report or information provided by Wilder Earth or contained in the Wilder Earth Registry;
- c) any claim by any third party against any act or omission of the Account Holder;



- d) any imperfection, invalidity or defect of any kind with respect to any Asset, including in relation to the legal title of Assets or any claims related to the use or characteristics of Assets;
- e) the Account Holder entering into any contracts, agreements or arrangements with third parties in reliance on representations made by Wilder Earth;
- f) any third party who gains authorised or unauthorised access to or otherwise makes use of the Wilder Earth Registry through the Account Holder's username, password and pin;
- g) any changes in market conditions; h. any technical problems with Wilder Earth's computer hardware or software; or i. any breach by the Account Holder or Wilder Earth of any part of these Terms and Conditions.

20.3. Wilder Earth shall not be liable to the Account Holder or any third party under any circumstances arising from contract (including under any indemnity), in tort (including negligence), under any warranty (express or implied) under statute or otherwise in each case for any indirect, incidental, exemplary, special or consequential punitive losses or damages arising under these Terms and Conditions, including loss of profits, regardless of whether such damages could have been foreseen or prevented.

20.4. Nothing in these Terms and Conditions will or purport to exclude or limit any liability of either party (or their affiliates) for death or personal injury resulting from negligence, or for fraud.

21. Indemnity

21.1. To the extent permissible by law, the Account Holder indemnifies Wilder Earth and Wilder Earth's employees, agents and representatives from and against all proceedings, actions, claims, demands, losses (including any decrease in the value of the Assets, whether or not realised), liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by Wilder Earth and Wilder Earth's employees, agents or representatives, and arising directly or indirectly out of or in connection with these Terms and Conditions, including without limitation:

- a) any inaccuracy of a representation or breach of a warranty made by the Account Holder or the Account Holder's authorised representatives;
- b) any claim by any third party as a result of fraud or an absence of legal title to the Assets;
- c) any claim by any Account Holder or third party regarding the use, dealing with or retirement of an Asset;
- d) any information provided by the Account Holder or the Account Holder's authorised representatives to Wilder Earth;
- e) any use by Wilder Earth or any third party of any information supplied by the Account Holder or the Account Holder's authorised representatives;



- f) any third party who gains authorised or unauthorised access to or otherwise makes use of the Wilder Earth Registry through the Account Holder's Account username, password and pin; and
- g) any breach by the Account Holder or the Account Holder's authorised representatives of these Terms and Conditions.

21.2 The indemnities in these Terms and Conditions are: a. continuing obligations of the parties, separate and independent from their other obligations and survive the termination of these Terms and Conditions; and b. absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party giving the indemnity.

21.3 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under these Terms and Conditions.

22. Privacy

22.1 The security of your personal information is important to Wilder Earth LLC. When you enter sensitive information, Wilder Earth LLC encrypts that information using secure socket layer technology (SSL).

22.2 Wilder Earth LLC follows generally accepted industry standards to protect the personal information submitted to it, both during transmission and once Wilder Earth LLC receives it.

22.3 Wilder Earth LLC processes information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

23. Intellectual property

23.1. Each party acknowledges and agrees that, except for the rights expressly provided for in these Terms and Conditions and any rights otherwise agreed upon between the parties, neither party shall acquire any rights, title or interest in or to any pre-existing Intellectual Property Rights of the other party including without limitation any tools and any methodologies used by the parties in the performance of these Terms and Conditions.

23.2. Other than with Wilder Earth's written permission, reproduction of part or all of the contents in any form of the Wilder Earth Registry is prohibited other than for individual use only and may not be copied and shared with a third party. The permission to copy by an individual does not allow for incorporation of material or any part of it in any work or publication, whether in hard copy, electronic, or any other form.

23.3. Unless otherwise noted, all materials in the Wilder Earth Registry are protected as the Intellectual Property Rights owned by Wilder Earth or by other parties that have licensed their material to Wilder Earth.

23.4. Wilder Earth reserves the right to utilise, manipulate and publish anonymised and or aggregated data and/or data or products from the Wilder Earth Registry in any form and for any purpose, and for any fee, that Wilder Earth determines in its sole discretion. For the avoidance of doubt, the Intellectual Property Rights of the foregoing derived, anonymised and or aggregated data shall be owned by Wilder Earth.



23.5. Except as expressly permitted, Account Holder shall not use Wilder Earth's trademarks, trade names or service marks in any manner, without the prior written consent of Wilder Earth. Account Holder shall not refer to Wilder Earth, the Wilder Earth Registry in its public relations, press releases, marketing or sales efforts without the prior written consent of Wilder Earth.

24. General

Assignment

24.1 The Account Holder shall not assign these Terms of Use or any of its rights, benefits, duties, and obligations hereunder without the prior written consent of Wilder Earth, which consent Wilder Earth may withhold in its sole discretion. These Terms of Use shall be binding upon and inure to the benefit of the respective parties and their respective successors and permitted assigns.

No Third Party Beneficiaries

24.2 Except as set forth elsewhere in these Terms of Use, these Terms of Use confer no rights whatsoever upon any person other than the parties and shall not impose, or be interpreted as imposing, any standard of care, duty, or liability upon any person other than a party.

Severability

24.3 If any term or provision of these Terms of Use is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Terms of Use shall not in any way be affected or impaired thereby.

Audit

24.4 Wilder Earth has the right, at its sole expense, upon reasonable notice and during normal working hours, to examine, audit, and obtain copies of the records of Account Holder to the extent reasonably necessary to verify:

- a) the accuracy of any representation, warranty or attestation made by Account Holder to Wilder Earth; and
- b) the Account Holder's performance during the prior (12) month period of its obligations under the procedures set out by Wilder Earth including any User Guidelines or, as applicable, the relevant Wilder Earth Program Rules and Requirements, and these Terms of Use.

This right to examine, audit, and obtain copies shall not be available with respect to any information that is not directly relevant to the subject matter of the procedures set out by Wilder Earth including any User Guidelines or, as applicable, the relevant Wilder Earth Program Rules and Requirements, or these Terms of Use.

Notices

24.5 Any notice required to be provided to Wilder Earth under these Terms and Conditions must be sent by email to legal@wilder.earth. The email notice from the Account Holder to



the specified Wilder Earth address is taken to be received at the time the confirmation email from Wilder Earth to the Account Holder, acknowledging receipt of the notice, is received.

24.6 Any notice required to be provided by Wilder Earth to the Account Holder may be sent to one of the e-mail addresses provided by the Account Holder's or its authorised representative

Electronic Documents

24.7 To the extent permitted by law, for the purposes of this Declaration, Parties understand and agree that any document that is signed, executed, or submitted electronically will have the same force of law as if the same process had been conducted using physical documents.

Injunctive Relief

24.8 The Account Holder acknowledges that money damages would not adequately compensate Wilder Earth in the event of a breach by the Account Holder of its obligations hereunder and that injunctive relief may be essential for Wilder Earth to adequately protect themselves hereunder. Accordingly, the Account Holder agrees that, in addition to any other remedies available to Wilder Earth or at law or in equity, including but not limited to any monetary damages, Wilder Earth shall be entitled to seek injunctive relief in the event of any breach by Account Holder of any covenant, agreement, representation or warranty contained herein or in the procedures set out by Wilder Earth including any User Guidelines.

Rights Cumulative

24.9 The rights, remedies and powers of the parties under these Terms of Use are cumulative and do not exclude any other rights, remedies or powers

Entire Agreement

24.10 These Terms and Conditions constitute the entire agreement between the parties with respect to its subject matter and (to the extent permissible by law) supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter. All terms, conditions and warranties not stated expressly in these Terms and Conditions, and which would in the absence of this provision be implied into these Terms and Conditions by statute, common law, equity, trade, custom or usage or otherwise, are excluded to the maximum extent permitted by law.

Governing Law

24.11 These Terms and Conditions are governed by the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts residing in England Wales for the purposes of determining any dispute arising out of these Terms and Conditions or the transactions contemplated by it.

Annex A: Definitions

Account Holder means you and any other person or Agent who has agreed to be bound by these terms and conditions and the User Guidelines by opening and/or otherwise using an account in the Wilder Earth Registry



Agent means the Account Holder where the Account Holder uses the Wilder Earth Registry in the capacity as an agent or representative of any kind on behalf of a Principal for the purposes of utilising the Registry services.

Agreement means these Terms of Use

Approved Registry means any registry approved by the Standards Organisation of the Standard under which the Units are issued or listed.

Asset means each individual unit relating to an Environmental Benefit, generated from an environmental project activity and carried out under and in accordance with the Standards Material and other requirements of the Standards Organisation and eligible to be listed in the Wilder Earth Registry as determined by Wilder Earth, which has been, or will be, assigned a unique serial number by Wilder Earth or some other organisation acceptable to Wilder Earth. Asset(s) includes reserve units listed in accordance with a Standard.

Wilder Earth means Wilder Earth LLC that provides registry services and operate the Wilder Earth Registry.

Wilder Earth Privacy Policy means the privacy policy of Wilder Earth available at www.wilder.earth or as may be made available by Wilder Earth from time to time.

Business Day means any day except a Saturday, Sunday, or a United Kingdom Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Greenwich Mean Time.

Cancellation Account means an account in the Wilder Earth Registry that lists the serial numbers of disputed Instruments, Instruments transferred to third parties without accounts in the Wilder Earth Registry and Instruments held by Users that have exited the Wilder Earth Registry.

Commencement Date means the date on which User indicated User's acceptance of these Terms of Use through a website maintained by Wilder Earth.

Confidential Information shall mean:

- a) all information:
 - i. to which User, Wilder Earth or any third party (to the extent such third party owes a duty of confidence to User, Wilder Earth or the Wilder Earth Registry Software Provider) has rights; and
 - ii. which is marked to expressly indicate its confidential, restricted, or proprietary nature by the party having rights in the same, or which, under all of the circumstances, a reasonable business person should know to treat as confidential, restricted, and/or proprietary; and
- b) all information that, at the applicable time, is deemed to be Confidential Information pursuant to clause 16.
- c) Notwithstanding the foregoing and any provision of clause 17, Confidential Information does not include information:
 - i. that is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party;



- ii. that was known to the receiving party as of the time of its disclosure;
- iii. that is independently developed by the receiving party without reference to the Confidential Information of the disclosing party;
- iv. that subsequent to its disclosure, is received by the receiving party from a third party not subject to an obligation of confidentiality with respect to the information disclosed; or
- v. with respect to which the disclosing party provides to the receiving party in accordance with clause 17 or through an electronic interface comprising part of the Wilder Earth Registry an express waiver of any confidentiality protection under these Terms of Use.

Dispute means any disagreement, claim, allegation, concerning the generation, creation, ownership, issuance, validity, legality or registration of any Units that may arise between the Account Holder and any third party including Wilder Earth, or any disagreement, claim or allegation arising in connection with these Terms and Conditions.

Environmental Benefit(s) means all legal and equitable right, title, interest and benefit arising from or associated with

- a) the protection, conservation or enhancement of the environment and/or biodiversity, or (ii) GHG Reductions, or
- b) any other legal and equitable right, title, interest or benefit relating to the environmental benefit as may be created either by law, Standard, contract or otherwise between Wilder Earth and the Standards Organisation of any Standard, and as accepted by Wilder Earth.

End Date means the date these Terms of Use are terminated in accordance with clause 9

Force Majeure means an event or circumstance that:

- a) was unforeseeable as at the date of these Terms & Conditions;
- b) is unavoidable; and
- c) cannot reasonably be overcome by a party affected by it,

and includes, without limitation, fire, flood, earthquake, epidemic, war, riot and martial law

GHG Reductions means the removal, limitation, reduction, avoidance, sequestration or mitigation of one metric ton of emissions of GHGs measured in carbon dioxide equivalent from the atmosphere.

Good Industry Practice means, in relation to any particular circumstances, the degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced provider of equivalent services and/or data of a similar type to that provided pursuant to this Agreement under the



same or similar circumstances and conducted in accordance with all applicable laws, rules and regulations.

Greenhouse Gases or GHGs means the six gases listed in Annex A to the Kyoto Protocol.

Intellectual Property Rights means all rights in any patent, copyright, database rights, registered design or other design right, utility model, trade mark (whether registered or not and including any rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right and any other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not and wherever existing in the world, including all renewals, extensions and revivals of, and all rights to apply for, any of the foregoing rights owned, used, or intended to be used, by a party whether or not registered, registrable or patentable.

Principal means the account owner who wishes to utilise the Wilder Earth Registry services

Standards Material means documents, guidelines, style guides, operating procedures requirements and / or guidance issued by the Standards Organisation.

Standards Organisation means (i) a non-governmental organisation, charitable foundation or a governmental organisation or other entity as may be determined by Wilder Earth; (ii) that is the governing body of a Standard; and (iii) that has a Standards Agreement in place with Wilder Earth.

Terms and Conditions means these Wilder Earth Registry terms and conditions and the User Guidelines, as updated and modified by Wilder Earth from time to time. Wilder Earth reserves its right to amend the terms and conditions and such modified terms and conditions will be made available to Account Holder on Wilder Earth Registry's website.

User Guidelines means any material that may be provided by Wilder Earth from time to time to the Account Holder or made available on Wilder Earth Registry website and includes, without limitation, Account Guidelines, User Guide and any notes or other material issued by Wilder Earth from time to time.