

Syncible Partner Programme

Terms and Conditions

Version: 1.0

Effective from: 19 May 2026

This document sets out the terms on which We Design It Ltd, trading as Syncible, operates its Accountant Partner Programme. It is a binding agreement between Syncible and any Partner accepted into the Programme. Please read it in full before applying.

These Terms should be read together with the separate Syncible Self-Billing Agreement (which governs how commission payments are invoiced) and the general Syncible Terms of Service, Privacy Policy, and Cookie Policy available on the Syncible website. Where these documents conflict on partner-specific matters, this document takes precedence.

1. Parties and Definitions

1.1 The parties

These Terms are between:

- **Syncible** — being the trading name used by We Design It Ltd, a company registered in England and Wales with company number 09412463, whose registered office is at Wilson House, 2 Lorne Park Road, Bournemouth, Dorset, BH1 1JN, referred to in this document as "Syncible", "we", "us", or "our"; and
- **The Partner** — being the accounting practice, bookkeeper, or other accountancy firm that has applied to and been accepted into the Syncible Partner Programme, referred to as "the Partner", "you", or "your".

1.2 Definitions

In these Terms, the following terms have the meanings set out below:

- **"Programme"** — the Syncible Accountant Partner Programme governed by these Terms.
- **"Referral Link"** — the unique web address provided by Syncible to the Partner, used to track Referrals.
- **"Ref Code"** — the unique alphanumeric code assigned to the Partner that can be entered manually by a prospective Referred Merchant at sign-up as an alternative to clicking the Referral Link.
- **"Referred Merchant"** — a merchant (a business using a connected ecommerce platform such as Shopify or WooCommerce) who signs up to a paid Syncible subscription and is attributed to the Partner under these Terms.

- **"Subscription Fee"** — the monthly fee paid by a Referred Merchant to Syncible for a paid Syncible subscription, excluding VAT and excluding any one-off setup fees, third-party transaction fees, or other charges not part of the recurring subscription.
 - **"Commission"** — the amount payable by Syncible to the Partner in respect of a Referred Merchant's Subscription Fee, calculated under clause 5.
 - **"Self-Billing Agreement"** — the separate document governing how Syncible issues self-billed invoices to the Partner in respect of Commission, available at syncible.co.uk/partners/self-billing-agreement.
 - **"Cookie Window"** — the 60-day period during which a click on the Partner's Referral Link is tracked for the purposes of attribution under clause 4.
 - **"Activation Date"** — the date on which Syncible activates the Partner's account following acceptance of these Terms.
 - **"Clawback Window"** — the 90-day period from each Commission earning event during which the Commission may be reversed under clause 8.
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2. The Partner Programme

2.1 Purpose

The Programme allows accountants and bookkeepers to introduce their ecommerce clients to Syncible and earn recurring Commission on the Subscription Fees of those clients.

2.2 Eligibility

To be eligible to participate in the Programme, the Partner must:

- (a) be an accounting practice, bookkeeping firm, or qualified accountant or bookkeeper operating in the United Kingdom;
- (b) be in good standing with HM Revenue & Customs and any applicable professional body;
- (c) agree to be bound by these Terms, the Self-Billing Agreement, and the general Syncible Terms of Service, Privacy Policy, and Cookie Policy;
- (d) provide accurate information at the application stage and keep that information current throughout the Partner's participation in the Programme;
- (e) provide valid bank account details, in the name of the Partner's business, located in the United Kingdom, for the receipt of Commission payments in pounds sterling.

2.3 Geographic and currency scope

The Programme is available to United Kingdom-based Partners only. All Commission is calculated and paid in pounds sterling (GBP). The Programme does not currently support Partners based outside the United Kingdom or payments in any other currency.

3. Application and Approval

3.1 Application process

Prospective Partners apply through the application form at syncible.co.uk/partners/register. The application requests:

- name and email address of the applicant;
- firm or trading name;
- website URL of the firm;
- estimated number of ecommerce clients the firm currently advises;
- source through which the applicant heard about Syncible;
- VAT registration status and, if registered, VAT number;
- an optional description of the firm's practice.

3.2 Discretion to approve or decline

Syncible reserves the right to approve or decline any application at its sole discretion. Syncible will use reasonable efforts to respond to applications within one working day but does not guarantee a specific response time. Syncible is not obliged to provide reasons for declining an application, though it may do so where it considers it appropriate.

3.3 Activation

Following approval, Syncible will send the Partner an activation email containing the Partner's login details, unique Referral Link, and Ref Code. The Partner's account is considered active from the date and time the activation email is sent (the Activation Date).

3.4 Acceptance of Terms

By submitting an application and continuing to participate in the Programme after receiving the activation email, the Partner confirms acceptance of these Terms. Syncible may, at its discretion, require explicit acceptance of these Terms (for example via a tick-box on the application form or a separate signed acknowledgement) and may withhold activation pending such acceptance.

4. Referrals and Attribution

4.1 How referrals work

A prospective merchant becomes a Referred Merchant of the Partner when, prior to subscribing to a paid Syncible plan, the merchant either:

- (f) clicks on the Partner's Referral Link within the Cookie Window before subscribing; or
- (g) manually enters the Partner's Ref Code at signup or during the trial-to-paid upgrade flow.

4.2 Cookie Window and last-touch attribution

The Cookie Window is 60 days. Attribution is on a last-touch basis: if a merchant clicks the Referral Links of multiple Partners before subscribing, the Partner whose link was clicked

most recently (within the Cookie Window) is attributed the Referred Merchant. A manually-entered Ref Code at signup will override an earlier cookie-based attribution where the Partner identified by the Ref Code differs from the Partner identified by the most recent cookie.

4.3 Per-merchant-account attribution

Attribution is per merchant account (identified by the merchant's ecommerce store URL or equivalent unique identifier). Once a merchant account has been attributed to a Partner, that attribution is permanent for that merchant account for the duration of the merchant's subscription, regardless of any subsequent activity by the same merchant.

4.4 Self-referral

The Partner is permitted to use their own Referral Link or Ref Code when signing the Partner's own firm up to a paid Syncible subscription (i.e. self-referral). Commission earned on a self-referral is paid on the same terms as any other Referral.

4.5 Disputes about attribution

Syncible's records of attribution, as captured by its referral tracking systems, are conclusive in the absence of manifest error. The Partner may raise an attribution dispute by writing to legal@syncible.co.uk within 30 days of the disputed Commission earning event. Syncible will review the dispute in good faith and may, at its discretion, amend attribution where there is clear evidence the original attribution was incorrect.

5. Commission

5.1 Rate

The Commission rate is **17% (seventeen per cent) of the Subscription Fee**, exclusive of VAT. Where the Partner is VAT-registered, VAT is added on top of the Commission in accordance with the Self-Billing Agreement (see clause 7).

5.2 Calculation basis

Commission is calculated on the net Subscription Fee actually received by Syncible from the Referred Merchant in respect of the relevant period. The Subscription Fee excludes:

- VAT charged to the Referred Merchant on top of the Subscription Fee;
- any one-off setup, onboarding, or migration fees not part of the recurring subscription;
- any third-party transaction or platform fees passed through to the Referred Merchant;
- any other charges that are not part of the recurring monthly Subscription Fee.

5.3 Worked example

A Referred Merchant subscribes to the Syncible Growth plan at £59 per month (excluding VAT). The Partner's Commission is calculated as $£59 \times 17\% = £10.03$ per month, payable

to the Partner each month the Referred Merchant's subscription is active and the Subscription Fee is paid in full.

5.4 When Commission accrues

Commission accrues to the Partner when, and only when, the Subscription Fee for the relevant period has been paid in full and cleared into Syncible's account. Commission does not accrue in respect of:

- free trial periods;
- subscription periods for which Syncible has not received cleared payment;
- Subscription Fees that are subsequently refunded, charged back, or otherwise reversed (see clause 8 on Clawback).

5.5 Right to vary the Commission rate

Syncible reserves the right to vary the Commission rate from time to time. Any variation will be communicated to the Partner with at least 30 days' written notice. A reduction in Commission rate will:

- (h) not apply retroactively to Commission already accrued before the variation takes effect;
- (i) not apply to Subscription Fees received in respect of subscription periods that have already commenced at the time the variation takes effect;
- (j) entitle the Partner to terminate these Terms with immediate effect by written notice given before the variation takes effect, if the Partner objects to the variation.

6. Payment and Self-Billing

6.1 Self-billing arrangement

Commission is paid under a self-billing arrangement. Syncible will issue self-billed invoices to the Partner on the Partner's behalf in respect of accrued Commission. The mechanics of self-billing — including invoice format, VAT treatment, and the Partner's obligation not to issue its own invoices for the same supplies — are governed by the separate Syncible Self-Billing Agreement, which forms part of these Terms by reference.

6.2 Monthly payment cycle

Commission accrued during a calendar month is paid in the following calendar month. Syncible will use reasonable efforts to issue self-billed invoices and make payment by the end of the calendar month following the month of accrual.

6.3 Minimum payout threshold

The minimum payout threshold is **£25**. If the Partner's accrued Commission balance for a payment cycle is below £25, the balance carries forward to the next payment cycle. Once the accrued balance reaches or exceeds £25, the full accrued balance becomes payable in the next payment cycle, subject to the Clawback provisions in clause 8.

6.4 Final settlement

On termination of these Terms (whether by Syncible or the Partner), Syncible will pay any remaining accrued and uncrawled Commission to the Partner regardless of the minimum payout threshold, on the next standard payment cycle following termination. Commission that subsequently becomes subject to Clawback after final settlement may be invoiced back to the Partner under clause 8.5.

6.5 Payment method

Commission is paid by bank transfer in pounds sterling to the bank account provided by the Partner. The Partner is responsible for keeping its bank details current. Syncible is not liable for payments delayed or misdirected as a result of incorrect or outdated bank details provided by the Partner.

6.6 Partner dashboard

Syncible will provide the Partner with access to an online dashboard showing the Partner's Referred Merchants, accrued Commission, paid Commission, and outstanding balance. The dashboard is provided for the Partner's information; the figures shown are indicative until confirmed by self-billed invoice. In case of discrepancy, the figures on issued self-billed invoices prevail.

7. VAT

7.1 Partner VAT status declaration

At application, the Partner must declare whether the Partner is registered for VAT in the United Kingdom. If the Partner is VAT-registered, the Partner must provide its VAT registration number. The Partner must notify Syncible in writing (to legal@syncible.co.uk) within 14 days of any change in its VAT status or VAT registration number.

7.2 VAT-registered Partners

Where the Partner is VAT-registered, self-billed invoices issued by Syncible will include Commission plus VAT at the standard rate (currently 20%). The Partner is responsible for accounting for the output VAT on the self-billed invoices to HMRC on its VAT return in accordance with HMRC self-billing rules.

7.3 Non-VAT-registered Partners

Where the Partner is not VAT-registered, self-billed invoices issued by Syncible will be in respect of the Commission amount only, with no VAT added.

7.4 Partner's tax obligations

The Partner is solely responsible for declaring Commission income for income tax, corporation tax, and any other applicable tax purposes. Syncible does not provide tax advice. Nothing in these Terms constitutes tax advice from Syncible to the Partner.

7.5 Syncible's VAT scheme

Syncible currently operates under the VAT Flat Rate Scheme. This is disclosed for information only and does not affect the Partner's VAT obligations.

8. Clawback

8.1 The Clawback Window

Each Commission earning event is subject to a 90-day Clawback Window from the date the Commission accrued. During the Clawback Window, the Commission may be reversed (clawed back) if certain events occur in relation to the underlying Subscription Fee.

8.2 Clawback triggers

A Commission will be clawed back where, within the Clawback Window, any of the following occurs in relation to the Subscription Fee on which the Commission was calculated:

- (k) the Subscription Fee is refunded, in whole or in part, by Syncible to the Referred Merchant;
- (l) the Subscription Fee is the subject of a successful chargeback, payment dispute, or reversal initiated by the Referred Merchant or its payment provider;
- (m) the Referred Merchant's subscription is cancelled and a pro-rata refund of the Subscription Fee is issued;
- (n) the underlying payment is otherwise reversed for any reason.

8.3 Automated processing

Clawback is processed automatically by Syncible's payment systems in response to webhook events received from Syncible's payment processor (currently Stripe). The Partner agrees that automated Clawback processing constitutes a valid mechanism for reversing Commission and waives any right to require manual notification of each individual Clawback event, subject to clause 8.4.

8.4 Reporting

Clawback events are visible to the Partner via the partner dashboard and are reflected in the next self-billed invoice issued following the Clawback. The Partner may request a detailed breakdown of any Clawback at any time by writing to legal@syncible.co.uk.

8.5 Netting against future earnings

Clawbacks are first netted against any accrued but unpaid Commission. If the Clawback exceeds the unpaid balance, the resulting negative balance is carried forward and netted against future Commission earnings. If the Partner terminates participation in the Programme with an outstanding negative balance, or if the Partner's participation is terminated by Syncible for cause, Syncible may invoice the Partner for the outstanding negative balance, which is payable by the Partner within 30 days of invoice.

8.6 No Clawback outside the Window

Commission that has been outside the Clawback Window for more than 90 days is not subject to Clawback, save in cases of fraud, manifest error, or breach of these Terms by the Partner.

9. Partner Obligations

The Partner agrees to:

- (o) provide accurate, current, and complete information on application and throughout participation in the Programme, including firm name, contact details, VAT status, and bank account details;
 - (p) notify Syncible promptly of any material change in the Partner's business, including change of legal entity, ownership, regulatory status, or insolvency;
 - (q) represent Syncible and the Programme accurately and in good faith, and refrain from misrepresenting Syncible's services, pricing, features, or capabilities to any third party;
 - (r) comply with all applicable laws, regulations, and professional standards in connection with the Programme, including but not limited to the UK Bribery Act 2010, UK GDPR and the Data Protection Act 2018, the Privacy and Electronic Communications Regulations (PECR), and any applicable professional code of conduct;
 - (s) not engage in unsolicited mass marketing (including spam emails, SMS campaigns to non-consenting recipients, or other prohibited communications) in connection with the Programme;
 - (t) not offer, make, or accept any payment, kickback, inducement, or benefit to or from any third party in connection with a referral, except as expressly contemplated in these Terms or with the prior written consent of Syncible;
 - (u) use the "Syncible Referral Partner" designation only as permitted by clause 11, and not claim any other status, accreditation, partnership, or affiliation with Syncible beyond that designation;
 - (v) cooperate with Syncible in connection with any audit, dispute, or investigation reasonably required to verify Commission, attribution, or compliance with these Terms.
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10. Syncible Obligations

Syncible agrees to:

- (w) provide the Partner with a unique Referral Link and Ref Code following activation;
- (x) track Referrals accurately and in good faith using its referral tracking systems;

- (y) calculate Commission in accordance with clause 5 and the data captured by its tracking and billing systems;
 - (z) issue self-billed invoices on the Partner's behalf in accordance with clause 6 and the Self-Billing Agreement;
 - (aa) pay accrued Commission in accordance with clause 6 and subject to the Clawback provisions in clause 8;
 - (bb) provide the Partner with access to an online partner dashboard reflecting the Partner's Referrals, accrued Commission, and payment history;
 - (cc) provide reasonable email-based support to the Partner in relation to the Programme, via legal@syncible.co.uk for contractual matters and hello@syncible.co.uk for operational queries;
 - (dd) handle the Partner's personal data and any personal data of the Referred Merchants shared with Syncible in accordance with the Syncible Privacy Policy and applicable data protection law (see clause 15).
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11. Programme Rights and Trademarks

11.1 Limited licence to use "Syncible Referral Partner" designation

Syncible grants the Partner, during the term of these Terms, a non-exclusive, non-transferable, royalty-free, revocable licence to describe itself as a "Syncible Referral Partner" on the Partner's website, marketing materials, and business communications. The Partner may also use such Syncible-approved partner badge as Syncible may make available from time to time.

11.2 Restrictions

The Partner may not:

- (ee) use the Syncible name, logo, or trademarks in any way other than as expressly permitted by clause 11.1;
- (ff) claim to be a "certified", "approved", "preferred", or "endorsed" partner, or use any wording that implies a stronger relationship or accreditation than "Syncible Referral Partner";
- (gg) register or use any trademark, domain name, social media handle, or business name that incorporates "Syncible" or any confusingly similar mark;
- (hh) use Syncible branding in a way that is misleading, defamatory, or otherwise damaging to Syncible's reputation.

11.3 Termination of licence

The licence granted under clause 11.1 terminates immediately on termination of these Terms. The Partner must, within 14 days of termination, remove all references to "Syncible Referral Partner" status and any Syncible badges, trademarks, or branding from the Partner's website, marketing materials, and business communications.

12. Termination

12.1 Termination for cause

Either party may terminate these Terms with immediate effect by written notice to the other party if the other party:

- (ii) commits a material breach of these Terms and, in the case of a remediable breach, fails to remedy the breach within 14 days of receiving written notice requiring it to do so;
- (jj) becomes insolvent, enters administration, has a liquidator or receiver appointed, or ceases to carry on business;
- (kk) engages in fraud, dishonesty, or unlawful conduct in connection with the Programme.

12.2 Termination for convenience

Subject to clause 12.3, either party may terminate these Terms for convenience (without cause) by giving the other party at least 60 days' written notice.

12.3 Initial 6-month commitment by Syncible

Syncible commits not to terminate these Terms for convenience under clause 12.2 within the first 6 months from the Activation Date. This commitment does not apply to:

- (ll) termination for cause under clause 12.1;
- (mm) termination resulting from Syncible discontinuing the Programme as a whole, in which case Syncible may terminate on 60 days' notice regardless of the time elapsed since the Activation Date.

12.4 Six-month commission tail

On termination of these Terms by Syncible for convenience, by the Partner for convenience, or by the Partner for cause attributable to Syncible, the Partner will continue to earn Commission on Subscription Fees actually paid by the Partner's existing Referred Merchants for a period of 6 months from the effective date of termination ("the Tail Period"). The Tail Period is subject to:

- (nn) the Referred Merchant remaining actively subscribed and paying Subscription Fees during the relevant period;
- (oo) no new Referrals being attributed to the Partner after the effective date of termination;
- (pp) continued application of all other provisions of these Terms (including Clawback under clause 8) during the Tail Period;
- (qq) the Partner not having been terminated for cause under clause 12.1 by Syncible — in which case the Tail Period does not apply.

12.5 Effect of termination

On termination:

- the Partner's Referral Link and Ref Code are disabled (no new Referrals can be attributed after the effective date of termination);
- the licence to use "Syncible Referral Partner" designation terminates as set out in clause 11.3;
- Commission earned during the Tail Period (if applicable) continues to be paid in the normal payment cycle;
- clauses that by their nature are intended to survive termination (including clauses 8 (Clawback), 14 (Confidentiality), 15 (Data Protection), 16 (Intellectual Property), 17 (Limitation of Liability), 18 (Indemnification), 23 (Governing Law)) survive termination.

13. Variation of These Terms

Syncible may vary these Terms from time to time. Variations will be communicated to the Partner by email to the Partner's registered email address and/or by notice posted on the partner dashboard. Variations take effect 30 days after the date of notice, except:

- (rr) variations required by law, regulation, or to address a material risk, which may take effect immediately;
- (ss) variations to which the Partner has given prior written consent, which take effect on the agreed date.

The Partner may terminate these Terms with immediate effect by written notice given within the 30-day notice period if the Partner objects to a material variation. Continued participation in the Programme after the variation takes effect constitutes acceptance of the variation.

14. Confidentiality

Each party may, in the course of its participation in the Programme, receive non-public information about the other party, including (without limitation) referral counts, Commission data, prospective Referred Merchant identities, commercial terms, pricing information, and business plans ("Confidential Information"). Each party agrees:

- (tt) to keep the other party's Confidential Information confidential;
- (uu) not to use Confidential Information for any purpose other than the performance of its obligations under these Terms;
- (vv) not to disclose Confidential Information to any third party except to its employees, professional advisers, or sub-contractors who need to know it for the purposes of these Terms and who are bound by equivalent confidentiality obligations.

These confidentiality obligations survive termination of these Terms for a period of 3 years. They do not apply to information that:

- is or becomes publicly available other than as a result of a breach of these Terms;

- was lawfully in the receiving party's possession before disclosure;
 - is independently developed by the receiving party without reference to the Confidential Information;
 - is required to be disclosed by law, regulation, or order of a court of competent jurisdiction (in which case the disclosing party will, where lawful, give the other party reasonable notice and an opportunity to seek protection).
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15. Data Protection

15.1 Independent controllers

For the purposes of UK GDPR and the Data Protection Act 2018, each party acts as an independent data controller in respect of the personal data it processes in connection with these Terms.

15.2 Partner's personal data

Syncible processes the Partner's personal data (including the names and email addresses of individuals at the Partner) in accordance with the Syncible Privacy Policy available at syncible.co.uk/privacy/.

15.3 Referred Merchant personal data

Where the Partner introduces a prospective Referred Merchant to Syncible (for example by sharing the prospective merchant's contact details with Syncible to facilitate onboarding), the Partner warrants that:

- (ww) the Partner has a lawful basis under UK GDPR to share the personal data with Syncible;
- (xx) the Partner has provided the prospective Referred Merchant with appropriate information about how their personal data will be processed by Syncible;
- (yy) the Partner indemnifies Syncible against any claim arising from the Partner's breach of clauses 15.3(a) or 15.3(b).

15.4 Mutual cooperation

Each party agrees to cooperate with the other in good faith in connection with any data subject request, regulatory investigation, or data breach notification involving personal data shared between the parties under these Terms.

16. Intellectual Property

16.1 Syncible IP

All intellectual property rights in Syncible, the Programme, the Referral Link mechanism, the partner dashboard, the "Syncible Referral Partner" badge, and any Syncible trademarks,

branding, or materials made available to the Partner remain the property of Syncible (and its licensors, where applicable). Nothing in these Terms transfers any intellectual property right to the Partner.

16.2 Partner IP

All intellectual property rights in the Partner's business name, branding, marketing materials, and other materials remain the property of the Partner. Syncible has no claim to the Partner's intellectual property by virtue of these Terms.

16.3 Right to mention Partner's firm name

The Partner grants Syncible the right to mention the Partner's firm name and high-level details (such as location and area of practice) for the purposes of:

- internal record-keeping and operational reasons;
- listing in any partner directory or similar resource maintained by Syncible (with the Partner's prior consent, not to be unreasonably withheld);
- testimonials, case studies, or marketing materials only with the Partner's prior written consent, which the Partner may grant or withhold at its discretion.

17. Limitation of Liability

17.1 Excluded losses

Subject to clause 17.3, neither party is liable to the other for any:

- indirect, special, or consequential loss;
- loss of profit, revenue, business opportunity, goodwill, or reputation;
- loss of or corruption of data;
- wasted management time;

arising out of or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if the loss was foreseeable.

17.2 Liability cap

Subject to clause 17.3, each party's total liability to the other under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to the greater of:

(zz) £500; or

(aaa) the total amount of Commission paid (or, in Syncible's case, payable) by Syncible to the Partner in the 12 months preceding the event giving rise to the claim.

17.3 Liability not limited

Nothing in these Terms limits or excludes either party's liability for:

- death or personal injury caused by negligence;

- fraud or fraudulent misrepresentation;
 - any other liability that cannot be limited or excluded by law.
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18. Indemnification

18.1 Partner indemnity

The Partner indemnifies Syncible against any third-party claim, loss, damage, cost, or expense (including reasonable legal fees) arising from or in connection with:

- the Partner's misrepresentation of Syncible or the Programme to any third party;
- the Partner's breach of clause 9 (Partner Obligations) or clause 11 (Programme Rights and Trademarks);
- any claim by a third party that the Partner's marketing materials, communications, or use of Syncible branding infringes the rights of that third party;
- the Partner's breach of clause 15 (Data Protection) in respect of personal data shared with Syncible.

18.2 Syncible indemnity

Syncible indemnifies the Partner against any third-party claim, loss, damage, cost, or expense (including reasonable legal fees) arising from or in connection with any claim by a third party that the Syncible Programme or the Syncible service as supplied by Syncible (excluding any modification, marketing, or representation made by the Partner) infringes that third party's intellectual property rights.

19. Force Majeure

Neither party is liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including (without limitation) acts of God, war, terrorism, civil unrest, pandemic, government action, industrial action, infrastructure failure, or failure of third-party services on which the affected party depends. The affected party must notify the other party promptly and use reasonable efforts to mitigate the impact and resume performance.

20. Assignment

20.1 Syncible's right to assign

Syncible (We Design It Ltd t/a Syncible) may assign, transfer, novate, or otherwise dispose of any of its rights or obligations under these Terms to any affiliate, group company, successor in title, or third-party acquirer, on written notice to the Partner. Such assignment does not relieve the assignor of its obligations unless expressly stated in the notice. The Partner consents to such assignment and agrees that no further consent is required.

20.2 Partner restriction

The Partner may not assign, transfer, novate, or otherwise dispose of any of its rights or obligations under these Terms without the prior written consent of Syncible, such consent not to be unreasonably withheld.

20.3 Notification of contracting entity change

Syncible will give the Partner at least 30 days' written notice of any material change in the legal entity contracting with the Partner under these Terms, save where commercial confidentiality requires shorter notice (for example, in the context of an acquisition or financing event). For the avoidance of doubt, Syncible currently anticipates that the Syncible business may, within 6 to 12 months of the date of these Terms, transfer to a separately incorporated entity within the same group; any such transfer will be notified under this clause.

21. Notices

Notices under these Terms must be in writing and given by email:

- **to Syncible:** at legal@syncible.co.uk;
- **to the Partner:** at the email address registered to the Partner's account.

A notice is deemed to have been received:

- (bbb) at the time of receipt if delivered during ordinary business hours (9.00 am to 5.30 pm UK time on a working day); or
- (ccc) at the start of the next working day if delivered outside ordinary business hours.

Each party is responsible for keeping its notice email address up to date and for ensuring that emails to that address can be received.

22. General

22.1 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

22.2 No waiver

A failure or delay by either party to exercise any right under these Terms is not a waiver of that right. A waiver of a breach is not a waiver of any subsequent breach.

22.3 Entire agreement

These Terms, together with the Self-Billing Agreement and (where applicable) the general Syncible Terms of Service, Privacy Policy, and Cookie Policy, constitute the entire

agreement between the parties in relation to the Programme and supersede any prior arrangements, representations, or agreements.

22.4 No third-party rights

A person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms.

22.5 Independent contractors

Nothing in these Terms creates a partnership, joint venture, agency, employment, or franchise relationship between the parties. Each party is an independent contractor.

23. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any such dispute or claim.

24. Cross-Referenced Documents

These Terms incorporate the following documents by reference. In case of conflict on partner-programme-specific matters, these Terms take precedence; the other documents apply to their respective subject matter:

- **Syncible Self-Billing Agreement:** syncible.co.uk/partners/self-billing-agreement (governs the mechanics of self-billed invoicing for Commission)
 - **Syncible Terms of Service:** syncible.co.uk/terms/ (governs general use of the Syncible website and service)
 - **Syncible Privacy Policy:** syncible.co.uk/privacy/ (governs Syncible's processing of personal data)
 - **Syncible Cookie Policy:** syncible.co.uk/cookies/ (governs Syncible's use of cookies and tracking technologies)
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25. Contact Details

For any matter arising under these Terms:

- **Legal and contractual matters:** legal@syncible.co.uk
 - **General partner support:** hello@syncible.co.uk
 - **Postal address:** We Design It Ltd, Wilson House, 2 Lorne Park Road, Bournemouth, Dorset, BH1 1JN, United Kingdom
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— *End of Terms and Conditions* —