

6th August 2026

Platform User Agreement

This Platform User Agreement (“**Agreement**”) is made between VUULR U.S.A INC., a Florida corporation (“Vuulr” or “we” or “us”), and each organization that registers for, accesses, or uses the Platform (“You” or “Yourself”). Each individual who accepts this Agreement does so on behalf of the organization that individual represents and not in a personal capacity, save as expressly provided in the clause headed “Identity of Registered Users.”

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING THE PLATFORM, REGISTERING FOR AN ACCOUNT, OR CONTINUING TO ACCESS OR USE THE PLATFORM, YOU AGREE TO BE BOUND BY THIS AGREEMENT ON YOUR OWN BEHALF AND ON BEHALF OF THE ORGANIZATION YOU REPRESENT.

THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT VUULR’S LIABILITY TO YOU, REQUIRE YOU TO INDEMNIFY VUULR, WAIVE TRIAL BY JURY, AND WAIVE YOUR RIGHT TO PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. IT ALSO OBLIGES SELLERS TO PAY COMMISSION ON TRANSACTIONS CONCLUDED AWAY FROM THE PLATFORM. PLEASE READ THE CLAUSES HEADED “COMMISSION,” “NO WARRANTIES,” “LIMITATION OF LIABILITY,” AND “GOVERNING LAW” WITH PARTICULAR CARE.

If You do not agree to this Agreement, You must not access or use the Platform.

PART A - GENERAL

The Vuulr Platform

1. The Vuulr Platform (“**the Platform**”) powers various online websites for the licensing of audio-visual works. The Platform is owned and operated by VUULR U.S.A INC., a Florida corporation with its principal office at 505 Landings Blvd., Greenacres, FL 33413.
2. The Platform is a business-to-business (B2B) platform intended to facilitate the paid licensing of audio-visual works (“**Content**”) between entertainment industry entities (“**Purpose**”). The Content is represented on the Platform as a “**Listing**.” Each Listing is accompanied by “**Listing Information**” which includes:
 - a. “**Metadata**” – material that allows potential Buyers to assess the Content. This may include images, trailers, synopses, run times, directors, producers, cast etc., and other associated information about a piece of Content; and
 - b. “**Avails**” – detail on the contractual availability of the rights applicable to a piece of Content, including the territories, media, languages, license term, and any holdbacks or exclusions.

Vuulr’s Policies as to the Platform

3. Vuulr operates the Platform in the spirit of openness, convenience, and fairness. In accordance with this spirit, Vuulr aims to protect copyright within the Platform and to preserve the confidentiality of non-publicly available information provided by Registered Users inside the Platform. This clause is a statement of Vuulr’s operating philosophy only. It is not a representation, warranty, condition, or contractual undertaking, is not intended to create any legal obligation, and is subject in all respects to the clauses headed “No responsibility for Listing Information,” “No obligation to monitor or screen,” “No Warranties,” and “Limitation of Liability.”

4. The Platform respects the spirit of creativity underlying all Content. However, it is necessary for these policies to apply:
 - a. The Platform will only allow Listings in respect of Content that is lawful both in the country of its original production and in each jurisdiction in which the Seller offers that Content for license;
 - b. Vuulr retains the right to refuse to accept into the Platform any Listing, Listing Information, Avails, or Content that it considers unsuitable for any reason;
 - c. All Listing, Listing Information, Avails, or Content presented within the Platform is provided solely by the Seller (as defined below). Vuulr makes no representation or warranty of any kind in respect of this material.

Registered Users

5. Definition: The Platform is intended only for bona fide entertainment businesses with a bona fide intention to transact commercial business consistent with the Purpose in the Platform. These entities must register within the Platform by providing and verifying the details required during the registration process, whereupon they will become “**Registered Users**.” Vuulr has absolute discretion as to the admission of Registered Users and may refuse to allow the registration of an applicant for any reason. Registered Users may be:
 - a. “**Sellers**” – Registered Users that have rights in Content they make available for licensing. This includes:
 - I. Parties that own the intellectual property underlying the Content, and
 - II. Parties that have acquired the rights to distribute the content from the original owner.
 - b. “**Buyers**” – Registered Users that wish to acquire rights to broadcast or exhibit Content made available by Sellers in the Platform.

For clarity, a Registered User may participate on the Platform as a Buyer, a Seller or, in certain circumstances, as both.

6. Identity of Registered Users: Registered Users are also referred to in these Provisions as “**You**” and “**Yourself**.” These words refer to the organization that registers for, accesses, or uses the Platform, and to that organization in its capacity as Buyer or Seller, as applicable. Each individual who participates in the Platform warrants that they have the authority to bind the organization they represent. An individual who accepts this Agreement, or who accesses or uses the Platform, on behalf of an organization does not incur personal liability under this Agreement by reason of doing so, provided that the individual was in fact authorized to act on that organization’s behalf; an individual who acts without that authority is personally bound by this Agreement.
7. Use of names: When registering, you must use the name by which you as an individual are ordinarily known and the registered name of your organization and provide a valid and functioning business email address. You may not use someone else's name, a generic name, or a name that violates any third party right. You must ensure that the email address and other registration details held for your account remain accurate and current at all times.

Applicability

8. Binding Agreement: These transactional provisions (“**Provisions**”) form part of a binding contract (“**Agreement**”) between yourself and Vuulr as to all activity you undertake in the Platform. Please read them carefully. This Agreement becomes binding on the organization you represent when an individual authorized to act on its behalf indicates acceptance by clicking “I agree” (or a materially similar control) during registration, at which point this

Agreement will be displayed to that individual, or made available by a conspicuous hyperlink immediately adjacent to that control. Where an organization or its personnel access or use the Platform without having completed that step, this Agreement also becomes binding on that organization by its continued access to or use of the Platform after this Agreement has been made available to it. Your continued access to or use of the Platform constitutes your continuing acceptance of this Agreement. If you do not agree with any part of the Provisions, you must cease accessing the Platform immediately and must not use it further.

9. Electronic contracting: You agree that this Agreement may be formed, evidenced, and enforced by electronic means, and you waive any requirement that this Agreement be signed by hand or evidenced by a paper record. You agree that your acceptance by the conduct described above has the same legal effect as a handwritten signature under the U.S. Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.), the Uniform Electronic Transactions Act as enacted in Florida (Fla. Stat. §668.50), and any equivalent applicable law.
10. Record of acceptance: Vuulr may record, and you agree that Vuulr's records constitute admissible evidence of, the effective date and text of this Agreement made available to you, the acceptance event (including the control clicked and the notice or hyperlink displayed adjacent to it), and the date, time, account, and internet protocol address associated with the access, registration, or use by which you accepted it. Vuulr will make the then-current version of this Agreement available on the Platform at all times and will retain each superseded version.
11. Authority: Each individual who accesses the Platform or completes registration on behalf of an organization represents and warrants that they are duly authorized to bind that organization to this Agreement, and that organization is bound accordingly.
12. Other terms: These Provisions apply to all users of the Platform. By agreeing to the Provisions, you acknowledge that you have read and accepted Vuulr's privacy policies located on the Platform as amended or updated by Vuulr from time to time ("**Privacy Policy**"). Each of these documents forms part of this Agreement. In the event of any conflict or inconsistency, the Provisions prevail over the Privacy Policy, save in respect of the collection, use, and disclosure of Personal Data by Vuulr, where the Privacy Policy prevails.
13. Updates: Subject always to the clause headed "Modification," Vuulr may periodically update the Provisions and Privacy Policy. By continuing to use and access the Platform after the effective date of any such update, you specifically agree to be bound by the terms of the varied Agreement. Vuulr will give not less than thirty (30) days' prior notice of any update to the Privacy Policy that materially and adversely affects a Registered User, given in the manner and with the consequences set out in the clause headed "Modification."
14. Term and Termination: This Agreement begins on the date you become a Registered User of the Platform and continues for as long as you have a registered and active account within the Platform. The expiry or termination of this Agreement, and the suspension, closure, or deletion of your account, does not affect any provision identified in the clause headed "Survival" as surviving, or any right or liability accrued as at that date.
15. Termination by Vuulr: Vuulr may suspend, disable, or delete your account (or any part thereof) or block or remove anything you have submitted if Vuulr determines or reasonably believes you have violated any provision of this Agreement or that your conduct may damage the reputation and goodwill of Vuulr or any other Registered User, or where reasonably necessary to protect the integrity of the Platform. If Vuulr deletes your account for the foregoing reasons, you may not become a Registered User of the Platform again without Vuulr's explicit, written approval. The suspension, disablement, or deletion of your account

does not release you from any obligation to pay Commission that has accrued, or that subsequently accrues, under the clause headed “Commission.”

16. **Termination by You:** You may terminate your account at any time by sending a notice of cancellation to solve@vuulr.com. Upon cancellation of your account, Vuulr will, within 14 business days, disable your account and remove from public display within the Platform your Listing Information, Avails, and/or Content. Vuulr may retain, and where required by law must retain, copies of your Listing Information, Avails, Content, account records, and Transaction records to the extent reasonably necessary to exercise its rights under the clauses headed “Records and audit” and “Commission,” to calculate or recover Commission, to comply with applicable law or any legal hold, or to establish, exercise, or defend legal claims. Cancellation does not affect any Transaction already concluded or any negotiation then in progress, and Commission remains payable in respect of each of them.

Transactional Activity

17. **General:** This is the approach Vuulr takes to activity within the Platform:
- a. Sellers may list their Content free of charge;
 - b. Buyers may use the services of the Platform free of charge;
 - c. Where a Transaction (as defined below) has occurred, the Seller will be required to pay Commission (as defined below) to Vuulr.
18. **Transactions:** A “**Transaction**” occurs between Buyer and Seller when a Buyer and a Seller agree the commercial terms for the licensing of a piece of Content, whether or not a long-form contract has then been executed and whether or not that agreement is reached on or off the Platform. Each extension or renewal of, and each expansion of the rights licensed under, a Transaction in respect of which Commission was payable constitutes a separate Transaction. Vuulr is not a party to this Transaction. Vuulr acts solely as a passive intermediary platform and does not act as an agent, broker, or representative of any user. Vuulr does not control, verify, or endorse any Content, Listing Information, or transactions. Buyers and Sellers should:
- a. Undertake their own due diligence as to suitability, availability, and all other relevant matters before concluding a Transaction; and
 - b. Prepare and execute a mutually agreed long-form contract for the Transaction independently from Vuulr.
19. **Commission:** Vuulr’s right to Commission in respect of a piece of Content offered by a Seller arises when the Buyer Engages with that Content’s Listing Information and, within six (6) months from the date of that Engagement, enters into a Transaction with that Seller in respect of that piece of Content. “Engages” (and “Engagement”) means any of the following, in each case while logged in to a registered account: (a) accessing the Listing detail page for the Content; (b) requesting, viewing, or downloading the Avails or any Metadata for the Content; (c) sending or receiving a message through the Platform that refers to the Content; or (d) submitting an offer, bid, or expression of interest in respect of the Content. Vuulr’s records of Engagement are conclusive in the absence of manifest error. For the avoidance of doubt, Vuulr’s right to Commission under this clause 19 applies regardless of whether the Buyer enters into the Transaction with the Seller on the Platform or off the Platform. It applies whether or not either party’s account remains registered or active at the time the Transaction is entered into.
20. **Notification of Transactions:** Within thirty (30) days after entering into a Transaction, the Seller must notify Vuulr in writing of: (a) the Content concerned; (b) the identity of the Buyer; (c) the date on which the Transaction was entered into; (d) the total consideration payable, including a description and valuation of any non-cash consideration; (e) the payment

schedule; and (f) the territories, media, rights, and license term granted. This obligation applies whether the Transaction was concluded on or off the Platform. In addition, within thirty (30) days after the end of each calendar quarter, the Seller must provide Vuulr with a statement listing every Transaction entered into during that quarter in respect of Content that has at any time been listed on the Platform, or confirming that there were none.

21. Records and audit: You must keep complete and accurate records sufficient to verify the Commission payable in respect of each Transaction, and must retain them for three (3) years after the later of the date of the Transaction and the date of final payment under it. On not less than ten (10) business days' written notice, and no more than once in any twelve (12) month period save where a previous audit disclosed an underpayment, Vuulr or an independent accountant appointed by Vuulr may inspect and take copies of those records during normal business hours, solely for the purpose of verifying Commission. Any accountant so appointed must be subject to obligations of confidentiality and may disclose to Vuulr only the amount of Commission properly payable and the basis of its calculation. Vuulr bears the cost of the audit, save that if the audit discloses an underpayment of Commission exceeding the greater of US\$1,000 and five percent (5%) of the Commission properly payable for the period audited, you must reimburse Vuulr's reasonable costs of the audit and pay the underpaid amount, together with interest under the clause headed "Late payment of Commission," within thirty (30) days of demand. This clause applies to Buyers as well as Sellers in respect of records relating to any Transaction in which they participated.
22. Commission Amount: The Commission will be 10% of the gross price of the Transaction, calculated on all consideration payable for the Transaction (whether or not actually received by the Seller), including, if applicable, the fair value of any non-cash consideration (such as barter arrangements, sponsorships, or payments-in-kind) agreed between the Buyer and the Seller. The fair value of non-cash consideration is the value attributed to it by the Buyer and the Seller in the Transaction documents or, where no value is attributed or the value attributed is manifestly less than market value, the amount that would be payable in cash for the equivalent rights in an arm's length transaction, as determined by Vuulr in good faith by reference to comparable transactions. Where consideration under a Transaction is payable in installments, Commission on each installment falls due when that installment falls due to the Seller. Where a Transaction is lawfully terminated or rescinded before consideration becomes payable under it, or the Buyer defaults and the Seller has taken reasonable steps to recover, Vuulr will on the Seller's written request credit or refund the Commission attributable to consideration that has not been and will not be received. No other circumstance gives rise to any right of refund in respect of Commission.
23. Taxes: The Commission is exclusive of value added tax, goods and services tax, sales tax, and any similar or successor tax, all of which the Seller must pay in addition on receipt of a valid invoice. All amounts payable to Vuulr must be paid free and clear of, and without deduction or withholding for, any tax. If the Seller is required by law to make any deduction or withholding, the Seller must increase the amount paid so that Vuulr receives the amount it would have received had no deduction or withholding been required. Each party is responsible for its own taxes on its own income.
24. No set-off: The Seller must pay all Commission in full without set-off, counterclaim, deduction, or withholding of any kind, save as required by law or as expressly permitted by the clause headed "Commission Amount."
25. Payment of Commission: The Commission will be paid by the Seller to Vuulr within 30 days of an invoice by Vuulr. It will be paid to Vuulr in United States Dollars, calculated as at the date the Transaction is made, using the rate for the relevant currency published by the US Federal Reserve in its H.10 release for the date the Transaction is entered into or, where no such rate is published for that currency or that date, the closing mid-market rate for that date published by a reputable commercial provider selected by Vuulr.

26. Late payment of Commission: Any Commission not received by Vuulr on or before the due date will accrue interest from the due date until paid in full at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable Florida law, whichever is less. You will also reimburse Vuulr for all reasonable costs of collection, including reasonable attorneys' fees and court costs. Vuulr's right to interest and collection costs is in addition to, and does not limit, its right to discontinue, suspend, or terminate your account within the Platform, and the exercise of any such right does not waive any amount then outstanding. Interest is payable in United States Dollars. Moreover, ongoing delinquency may result in the discontinuance, suspension, or termination of your account within the Platform.
27. Non-circumvention: The Platform is designed to facilitate commercial transactions among Registered Users in respect of the Purpose, and Vuulr is entitled to be paid the Commission in return for its work in facilitating these transactions.
28. The Platform is provided for the purpose of concluding Transactions and not for market research, data collection, or competitive analysis. You must not, and must not permit any person to: (a) access or use the Platform, or any Listing Information, Avails, Metadata, or Content, by automated means, including any robot, spider, scraper, crawler, or script; (b) extract, compile, copy, or store any material part of the Listing Information, Avails, or Metadata available on the Platform, whether by automated means or otherwise, other than material relating to a Transaction you are genuinely pursuing; (c) use any Listing Information, Avails, Metadata, or Content to train, fine-tune, validate, or otherwise develop any machine learning model, large language model, or other artificial intelligence system; or (d) use the Platform to compile or derive any database, index, or dataset. You further agree not to circumvent or manipulate the fee structure, the billing process, or the Commission owed, or otherwise circumvent the obligation to pay Commission to Vuulr. As stated in clause 19 above, the Commission is payable to Vuulr even if the Transaction is completed off the Platform. Where you are in breach of the provisions of this clause, you will still be liable to Vuulr for amounts that would have been payable to Vuulr had you not been in breach.

Legal rights and obligations

29. Account Security: You are responsible for all activity in the Platform that occurs within your account. You must keep your access credentials confidential at all times and must not allow any person other than a Permitted User to access or use your account. A "Permitted User" is an employee of your organization, or a contractor of your organization who is bound by written obligations of confidentiality no less protective than those in the clause headed "Confidentiality." You are responsible for the acts and omissions of your Permitted Users within the Platform as if they were your own. If you become aware of an unauthorized access to your account, you must change the password and notify us immediately via solve@vuulr.com.
30. License: Vuulr grants all Registered Users a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform for activities that relate to the Purpose.
31. Warranties applicable to all Registered Users: You warrant that:
- a. You are a bona fide entertainment industry professional, and you represent an entity in the entertainment industry;
 - b. You have the authority to represent and bind your organization in terms of its behavior in the Platform;
 - c. You have a bona fide intention to transact business in the Platform in relation to the Purpose;

- d. All information you provide within the Platform is accurate, complete, and current;
 - e. You will comply with the clause headed “Confidentiality” in respect of all information obtained in the Platform;
 - f. All individuals acting under the organization’s name in the Platform have permission to act on behalf of the organization they represent and the legal authority to bind it;
 - g. You will comply with the terms of these Provisions;
 - h. Each individual accessing the Platform under your account is older than 18 years of age; and
 - i. You acknowledge that Vuulr is not a party to any Transaction and that your remedies in respect of any Transaction lie against the other Registered User and not against Vuulr, subject always to the clause headed “Limitation of Liability.”
32. Confidentiality: “Confidential Information” means all non-public information disclosed or made available in or through the Platform, including Listing Information, Avails, Metadata, Content, the existence and terms of any negotiation or Transaction, the identity of any counterparty, and any non-public information concerning the Platform or Vuulr’s business. You must keep all Confidential Information confidential, use it only for the Purpose, and not disclose it to any person other than your Permitted Users and professional advisers who need it for the Purpose and who are bound by obligations of confidentiality no less protective than this clause. This clause does not apply to information that: (a) is or becomes public otherwise than through a breach of this Agreement; (b) you already lawfully held free of any duty of confidence; (c) you lawfully receive from a third party free of any duty of confidence; or (d) you independently develop without use of the Confidential Information. You may disclose Confidential Information to the extent required by law, regulation, or any court or regulator of competent jurisdiction, provided that, where lawful to do so, you first give Vuulr prompt written notice and reasonable assistance to seek protective relief. Your obligations under this clause continue for three (3) years after termination of this Agreement, and indefinitely in respect of any Confidential Information that constitutes a trade secret. You acknowledge that damages may be an inadequate remedy for breach of this clause and that Vuulr may seek injunctive or other equitable relief without the need to post a bond.
33. You shall not (and shall not permit any of your affiliates, advisers, agents, employees, officers, or other representatives, or any third party, to):
- a. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform or the technology underlying it;
 - b. copy the user experience, look and feel, or functionality of the Platform; or
 - c. modify or obscure any copyright, trademark, or other proprietary notices contained in the Platform.
34. Third Party Copyrights and Other Rights: Vuulr respects the intellectual property rights of all Registered Users. Vuulr complies with the Digital Millennium Copyright Act (DMCA) and will respond to valid takedown notices. If you believe that your copyright has been infringed, please inform us as soon as possible at legal@vuulr.com. A notice of claimed infringement must be sent to Vuulr’s designated agent and must contain the information required by 17 U.S.C. §512(c)(3). Vuulr has registered its designated agent with the United States Copyright Office and publishes that agent’s contact details on the Platform. Vuulr operates a counter-notification procedure in accordance with 17 U.S.C. §512(g), and will terminate the account of any Registered User that Vuulr determines to be a repeat infringer. Vuulr’s full copyright and takedown policy is published on the Platform and forms part of this Agreement. If Vuulr reasonably believes that copyright may be subject to a valid infringement claim within the Platform, it will have the right to take down the material in question and to notify the parties in question.

35. No assignment of rights: You agree that the rights granted to you under this Agreement by Vuulr are personal to you and may not be assigned or transferred by you to any other party without the specific consent of Vuulr. All rights not expressly granted by Vuulr are reserved.

PART B - SELLERS

Listing Information

36. Obligation to provide Listing Information: Sellers must be involved in the Platform with the intention of completing license transactions. Therefore, they are expected to provide and maintain current Listing Information for each piece of Content they wish to offer for license.
37. Third party rights: Sellers may not submit to the Platform any Listing Information that infringes any third party's copyright or other rights (e.g., trademark, privacy rights, etc.) or that, for any reason, would not be allowed under the laws of their home jurisdiction. For the avoidance of doubt, Sellers shall not submit to the Platform any Listing Information that contains Personal Data (as defined below), other than Permitted Credit Data.
38. Licenses granted: By submitting and uploading Listing Information to the Platform, Seller grants Vuulr a worldwide, royalty-free, non-exclusive license, sublicensable to Vuulr's hosting, content delivery, and technology providers solely for the purpose of operating the Platform, to host, store, reproduce, transcode, reformat, create thumbnails and excerpts of, transmit, and display the Listing Information and any Content provided to the Platform, in each case for the purposes of the Platform. That license is revocable by removal of the Listing Information from the Platform, save that Vuulr may retain copies as permitted by the clause headed "Termination by You." You also grant Vuulr the right to use the Listing Information, the logo and name of Seller, and associated materials in its promotional and marketing activities, both online and offline, for so long as you have an account in the Platform and for twelve (12) months thereafter, provided that Vuulr is not required to recall, destroy, or amend any material already published or distributed and may continue to use such material in an archival or historical context.
39. No responsibility for Listing Information: Vuulr does not control, verify, or independently review any Listing Information or Content uploaded by Sellers. Vuulr takes no responsibility whatsoever for the accuracy, veracity, completeness, or validity of the Listing Information that is uploaded to the Platform by Sellers or for the Content to which it relates.

Warranties by Sellers

40. Warranties as to Listing Information: Sellers warrant that the Listing Information submitted by them in respect of a piece of Content will not:
- a. Infringe upon another party's intellectual property rights or moral rights;
 - b. Breach any contractual or confidentiality obligations;
 - c. Contain information that is misleading;
 - d. Contain Personal Data (as defined below), other than Permitted Credit Data.
 - e. All Listing Information is accurate and complete;
 - f. All Avails are correct and current.
41. Warranties as to Content: In respect of all Content that a Seller offers for Transactions inside the Platform, you warrant that:
- a. You have a genuine and bona fide intention to complete the Transaction that you are offering;

- b. You hold all necessary rights to conduct the Transactions you offer in the Platform in a way that is consistent with the relevant Avails;
 - c. No Transactions you conduct will exceed the rights you control.
42. Warranties as to Transactions: In respect of all Transactions that you attempt to complete within the Platform:
- a. You will negotiate promptly and in good faith with Buyers;
 - b. Upon completion of a Transaction with a Buyer in respect of Content, you will fulfil your contracted obligations promptly; and
 - c. You will pay the Commission to Vuulr promptly.

Seller Indemnification

43. Indemnity: Sellers will indemnify, defend, and hold harmless Vuulr and its affiliates, directors, officers, employees, and agents, from and against all third party claims, damages, liabilities, losses, and expenses (including reasonable legal fees and costs) arising from (i) breach of this Agreement, (ii) infringement of third-party rights, or (iii) misuse of the Platform. Vuulr will give the Seller prompt written notice of any claim for which it seeks indemnity, provided that a failure or delay in giving that notice does not relieve the Seller of its obligations except to the extent the Seller is materially prejudiced by it. Vuulr may control the defense and settlement of any such claim, and the Seller must provide reasonable cooperation and assistance at the Seller's expense. Vuulr will not settle any claim in a manner that imposes any non-indemnified obligation on the Seller, or that includes any admission of the Seller's liability or wrongdoing, without the Seller's prior written consent, which must not be unreasonably withheld or delayed. The Seller may participate in the defense at its own cost using counsel of its own choosing. The Seller's obligations under this clause are not subject to any limitation or exclusion of liability in this Agreement, including the clause headed "Limitation of Liability."

PART C - BUYERS

44. Use of the Platform by Buyers is free.
45. By entering into a Transaction with a Seller, each Buyer represents that it is able to fulfil any obligations it commits to in that Transaction.
46. The Buyer authorizes Vuulr to use the logo and name of Buyer in the online and offline marketing of Vuulr and the Platform. Vuulr shall cease to use the logo and name of Buyer in new marketing materials within thirty (30) days after the termination of this Agreement, provided that Vuulr is not required to recall, destroy, or amend any material already published or distributed and may continue to use such material in an archival or historical context.

Warranties by Buyer

47. General Warranties: Buyers warrant that:
- a. They have the ability to meet the obligations agreed to with the Seller;
 - b. They will notify Vuulr immediately (via solve@vuulr.com) if any attempt is made by a Seller to complete a Transaction without Vuulr's knowledge or otherwise circumvent or breach the terms of this Agreement;
 - c. They will negotiate with Sellers in good faith;
 - d. They will comply with all obligations in the license agreement they sign with the Seller; and

- e. They will not use the Platform, or any Listing Information, Avails, or Metadata obtained through it, to conclude or facilitate a Transaction otherwise than in accordance with this Agreement, and they will be jointly and severally liable with the Seller for any Commission that would have been payable to Vuulr but for a breach of this warranty.

Buyer Indemnification

48. Indemnity: Buyers will indemnify, defend, and hold harmless Vuulr and its affiliates, directors, officers, employees, and agents, from and against all third party claims, damages, liabilities, losses, and expenses (including reasonable legal fees and costs) arising from (i) breach of this Agreement, (ii) infringement of third-party rights, (iii) misuse of the Platform, or (iv) the Buyer's participation in the Platform. The notice, cooperation, settlement, and non-limitation provisions of the clause headed "Seller Indemnification" apply to this indemnity as if set out here in full, reading references to the Seller as references to the Buyer.

PART D - OTHER

Personal Data

49. Definitions:

- a. "Personal Data" means any information relating to an identified or identifiable individual, and any information that constitutes "personal data," "personal information," or any equivalent term under any applicable Privacy Law.
 - b. "Permitted Credit Data" means the names, professional credits, and publicly available professional biographical details of individuals credited in connection with the production of a piece of Content, submitted solely for the purpose of enabling Buyers to assess that Content.
 - c. "**Privacy Laws**" means legislation in force affecting privacy, Personal Data, or the collection, handling, storage, processing, use, or disclosure of Personal Data, as amended from time to time.
50. You warrant that you comply, and will continue to comply, in all material respects with all Privacy Laws applicable to you in connection with your use of the Platform.
51. Where you provide Personal Data to Vuulr, you confirm that you have a valid legal basis under applicable Privacy Laws (including, where consent is required, all necessary consents) for the disclosure of such Personal Data by Vuulr to other Registered Users, Vuulr's affiliates, and other third parties for the purposes of facilitating, negotiating, completing, and conducting Transactions ("**Transactional Communication**"), and for the collection, use, and disclosure of the Personal Data by Vuulr for any other purposes set out in the Privacy Policy.
52. Where Vuulr discloses Personal Data to you, you agree that you will use and disclose such Personal Data only for the purpose of Transactional Communication and that you will not use or disclose such Personal Data for any other purposes unless you have complied with all relevant requirements under the applicable Privacy Laws.
53. You shall securely destroy any Personal Data on Vuulr's request or otherwise once the purpose of Transactional Communication is no longer being served by the retention of the Personal Data and retention is no longer necessary for legal or business purposes.
54. You will indemnify Vuulr and its affiliates, directors, officers, employees, and agents,

against all actions, claims, demands, losses, damages, regulatory fines, statutory penalties, expenses, and costs (including legal costs on an indemnity basis) in respect of any breach of this Agreement or any action, omission, or negligence by you that causes or results in Vuulr being in breach of any Privacy Laws. To the extent permitted by the applicable law, Vuulr shall not be liable for the conduct of Registered Users in relation to their collection, use, and disclosure of Personal Data.

55. You will provide such information and assistance to Vuulr as it may reasonably require to allow it to comply with the requests or rights of individuals or otherwise comply with its obligations under the applicable Privacy Laws.
56. You will provide such information and assistance to Vuulr to comply with and/or respond to court orders, or orders, queries, or requests from any data protection supervisory authority or other regulatory authority, or to facilitate timely resolution of any such matters or any related investigations.

Disclaimers

57. Alterations to the Platform: Vuulr is continually updating and improving the Platform and reserves the right to modify the functionality, look and feel, and layout of Platform at any time and for any reason.
58. No obligation to monitor or screen: Vuulr has no obligation to screen or monitor any Listing Information, Avails, or Content and does not guarantee that anything on the Platform complies with this Agreement or is suitable for all users.
59. No Warranties: Vuulr provides the Platform on an "as is" and "as available" basis. You therefore use the Platform at your own risk. Vuulr expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Vuulr makes no representations or warranties regarding the accuracy, reliability, or completeness of any Listing Information, Content, or Transactions. Without limiting the foregoing, Vuulr makes no representations or warranties:
 - a. That the Platform will be permitted in your jurisdiction;
 - b. That the Platform will be uninterrupted or error-free;
 - c. Concerning any Listing Information, Avails, or Content;
 - d. That the Platform will meet your business or professional needs;
 - e. That Vuulr will continue to support any particular feature of the Platform; or
 - f. Concerning sites and resources outside of the Platform, even if linked to from the Platform.
60. Limitation of Liability: To the fullest extent permitted by law:
 - a. Vuulr shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses; and
 - b. Vuulr's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the greater of \$1,000 USD or the total amount paid by you to Vuulr in the twelve (12) months preceding the event giving rise to the claim. The limitation in this Section does not apply to liability arising from Vuulr's gross negligence or willful misconduct, or to any liability that cannot lawfully be limited.
 - c. You acknowledge that Vuulr is not a party to any Transaction, that Vuulr receives Commission solely for providing the Platform and facilitating introductions, and that the allocation of risk in this clause and in the clause headed "No Warranties"

is a fundamental basis of the bargain between the parties without which the Platform would not be offered on the terms set out in this Agreement. The exclusions and limitations in those clauses apply regardless of the form of action and survive termination of this Agreement.

- d. Any claim arising out of or in connection with this Agreement or the Platform must be brought within one (1) year after the cause of action accrues, failing which it is permanently barred, save where a longer period is required by applicable law.

Miscellaneous

- 61. Governing Law: This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Any suit or action arising out of or in connection with this Agreement or any breach of this Agreement must be brought and maintained in the federal or state courts located in Palm Beach County, Florida. The Parties hereby irrevocably submit to the jurisdiction of those courts for the purpose of any action under this Agreement and expressly and irrevocably waive any objection to venue and any claims regarding an inconvenient forum. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM. EACH PARTY AGREES THAT ANY CLAIM MUST BE BROUGHT IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING, AND EACH PARTY WAIVES ANY RIGHT TO PARTICIPATE IN SUCH A PROCEEDING. No court may consolidate or join the claims of more than one Registered User without the written consent of every party affected. If the class and representative action waiver in this clause is held unenforceable in whole or in part, the remainder of this clause remains in full force and effect. The English language version of this Agreement governs, and the United Nations Convention on Contracts for the International Sale of Goods does not apply. You consent to service of process by email to the address held for your account in any proceeding brought under this clause.
- 62. Interpretation; severability; waiver; remedies: Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement and, so far as possible, replaced by a valid and enforceable term that most closely reflects the parties' original intention, and the remainder of this Agreement will continue in full force and effect. No failure or delay by Vuulr in exercising any right hereunder will waive any further exercise of that right. Vuulr's rights and remedies hereunder are cumulative and not exclusive.
- 63. Force Majeure: Vuulr will not be liable for delay or failure to perform any acts resulting from causes outside its reasonable control including acts of nature or God, fire, flood, earthquake, accident, epidemic, pandemic, public health emergency, strike or other labor dispute, war, armed conflict, terrorism, civil unrest, any act or order of a government or regulatory authority, cyber-attack, denial of service attack, malicious code, and failure of or interruption in the internet, telecommunications networks, electrical power, the services of any third party hosting, cloud, or content delivery provider, or any other service or utility. Vuulr will use reasonable efforts to notify affected Registered Users of any such event and to mitigate its effects.
- 64. Successors; assignment; no third-party beneficiaries: This Agreement is binding upon and shall inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign, novate, or otherwise transfer this Agreement or any of your rights or obligations under it, in whole or in part, without Vuulr's prior written consent. Vuulr may assign, novate, or otherwise transfer this Agreement, in whole or in part, without your consent, to any affiliate or to any

person acquiring all or substantially all of Vuulr's business or assets relating to the Platform, whether by merger, reorganization, sale of shares, sale of assets, or otherwise. Save for Vuulr's affiliates, directors, officers, employees, and agents, each of whom may enforce the indemnities given in its favor under this Agreement, no third party shall have any rights hereunder.

65. Notices: You consent to receive all communications including notices, agreements, disclosures, or other information from Vuulr electronically. Vuulr may provide all such communications by email or by posting them on the Platform, and such communications are deemed received on the day they are sent or posted. Any notice you give to Vuulr under this Agreement must be sent by email to legal@vuulr.com and, where the notice relates to a claim or an alleged breach of this Agreement, also by internationally recognized courier to Vuulr's principal office as stated in this Agreement. A notice to Vuulr is deemed received on the next business day after it is sent by email, or on delivery if sent by courier. Vuulr is not responsible for any failure by you to receive a communication that is caused by your failure to keep the email address held for your account accurate and current.
66. Contacting Vuulr: Please contact us as follows:
- a. For support-related issues: solve@vuulr.com
 - b. For legal, copyright, and takedown requests: legal@vuulr.com
 - c. For privacy issues: privacy@vuulr.com
67. Modification: This Agreement may not be modified except by a revised Platform User Agreement posted by Vuulr on the Platform or by a written amendment agreed by an authorized representative of Vuulr. Each version of this Agreement will bear a version number or effective date. Vuulr will give Registered Users not less than thirty (30) days' prior notice, by email to the address held for the account or by prominent notice within the Platform, of any revision that materially and adversely affects a Registered User. A revised Platform User Agreement will be effective as of the date stated in that notice or, where no notice is required, the date it is posted on the Platform. By continuing to access or use the Platform on or after that effective date you consent to the terms of the revised Platform User Agreement. If you do not agree to a revised Platform User Agreement, you must terminate your account under the clause headed "Termination by You" before that effective date, and the revision will not apply to any Transaction concluded before that date.
68. Entire agreement: This Agreement incorporates the Provisions, and the Privacy Policy by reference. Save and except for those inclusions, this Agreement constitutes the entire understanding between Vuulr and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same. You acknowledge that in entering into this Agreement you have not relied on, and have no remedy in respect of, any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
69. Survival: The expiry or termination of this Agreement for any reason, and the suspension, disablement, closure, or deletion of your account, does not affect the following, each of which survives and continues in full force and effect: the clauses headed "Commission," "Notification of Transactions," "Records and audit," "Commission Amount," "Taxes," "No set-off," "Payment of Commission," "Late payment of Commission," "Non-circumvention," "Confidentiality," "Licenses granted" (to the extent stated in that clause), "Seller Indemnification," "Buyer Indemnification," "Personal Data," "No Warranties," "Limitation of Liability," "Governing Law," "Interpretation; severability; waiver; remedies," "Successors; assignment; no third-party beneficiaries," "Notices," "Entire agreement," and this clause, together with any right or liability of either party accrued as at the date of

termination.

70. Sanctions, export control, and anti-bribery: You represent and warrant that neither you nor any of your directors, officers, or beneficial owners is a person designated on any sanctions list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations, the European Union, or the United Kingdom, is owned or controlled by or acting on behalf of any such person, or is located in or organized under the laws of any country or territory subject to comprehensive sanctions. You must comply with all applicable sanctions, export control, anti-money laundering, and anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, in connection with your use of the Platform and any Transaction. Vuulr may suspend or terminate your account immediately, and without liability to you, if Vuulr reasonably believes that this clause has been or may be breached.

ACCEPTANCE

No signature page is required. This Agreement is accepted by clicking "I agree" (or a materially similar control) during registration or, where that step has not been completed, by continued access to or use of the Platform.

By accessing the Platform, registering for an account, or continuing to access or use the Platform, You confirm that: (a) You have read and agree to be bound by this Agreement; (b) You are authorized to accept this Agreement on behalf of the organization You represent; (c) You agree to contract electronically and do not require a handwritten signature or paper record; and (d) You are entering into this Agreement in the course of a business and not as a consumer.

Vuulr retains an electronic record of each acceptance, including the account concerned, the version number or effective date and text of this Agreement then in force, the acceptance event, and the date and time of acceptance. A copy of that record is available on request to legal@vuulr.com.