

Terms of Service — IP Licensing

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Effective Date: The date the Licensor expressly accepts this Agreement through Digital Sigil by selecting the required acceptance checkbox or checkboxes and clicking “Accept”.

Agreement Version: 1.0

Terms Version Date: 28 September 2026

1. Parties and Definitions

1.1 Parties.

- **Licensor:** The individual or entity that expressly accepts this Agreement and owns, controls, or is otherwise authorised to license intellectual property (“IP”) submitted or to be submitted under it, whether the IP is submitted directly by that person or entity or by Digital Sigil staff or another authorised person on its behalf. Acceptance of this Agreement is at the relevant Licensor/account level and may govern multiple items of Submitted IP and Registered IP in accordance with Sections 9 and 10.
- Where particular Submitted IP or Registered IP has been verified as transferred to another rights-holder or controller, references in this Agreement to the “Licensor” that concern current ownership or control, ongoing compliance, current notices, current IP administration or future actions relating to that IP apply, where the context requires, to the verified current rights-holder or controller.
- Historical acceptance acts, warranties, representations, breaches, liabilities, commercial entitlements and other past responsibilities remain attributable to the person or entity responsible for them at the relevant time and do not transfer merely because ownership or control of the IP changes, except where applicable law or a separate valid assignment, succession or arrangement provides otherwise. This interpretation does not itself constitute re-acceptance or change the controlling IP Licensing Terms version.
- **Licensee:** NEET Systems Ltd (company number 16669911), registered in England and Wales, with registered office at 153a Camelot Close, Andover, England, SP10 4BQ, trading as Digital Sigil (hereafter, “NEET”).

1.2 Definitions.

“Licensor Marks” means the names, logos, trademarks, service marks and brand identifiers that are (a) provided or authorised for use by the relevant Licensor or verified current rights-holder/controller, or (b) incorporated in the IP, for identification and promotional use in accordance with this Agreement. A transfer or change of ownership/control does not by itself grant NEET any new licence to use the transferee’s or successor’s separate names, logos, trademarks, service marks or other brand identifiers. Rights already validly granted in existing Licensor Marks continue according to their existing terms, including marks incorporated in the IP to the extent those rights continue with the transferred IP. Separate branding of a new rights-holder becomes a Licensor Mark only to the extent that holder provides or authorises it for use under this Agreement.

“AI/Automated Content” means IP, or any portion of IP, generated or materially created using automated systems or tools, including generative artificial intelligence, machine learning models, large language models, diffusion models, text-to-image/video/audio tools, procedural generation, or substantially similar technologies.

“AI/Automated Tools” means automated systems and services used to generate, transform, analyse, or enhance content, including generative artificial intelligence, machine learning, diffusion models, text-to-image/video/audio tools, synthetic voice tools, upscalers, taggers, and substantially similar technologies.

“Training” means using data to pre-train, train, fine-tune, or otherwise adjust the parameters of an AI or machine-learning model, or to build datasets for that purpose. Training does not include running models to generate outputs from prompts or inputs (inference), quality checks, deduplication, content moderation, or similar operational processing needed to create the licensed outputs.

“Revenue Share and Royalty Schedule” means the versioned commercial schedule initially expressly accepted for the relevant commercial relationship and governing the commercial rates, calculation basis, allocation methods, item-specific fee and transaction-level availability applicable to the relevant Registered IP, stock allocation, commercial arrangement or transaction. After that initial acceptance, later general Schedule versions may become applicable prospectively under the Schedule’s own versioning provisions without a separate acceptance event, subject to any specific Registered IP, stock allocation or commercial arrangement that validly remains governed by another Schedule version or specific commercial arrangement.

“Submitted IP” means any content, material or files that have completed the applicable Digital Sigil submission action by or on behalf of the Licensor under this Agreement after the required acceptance of the then-current applicable version of this Agreement has been satisfied, together with the intellectual property rights in or relating to them that the Licensor owns or is authorised to license, including supporting files, metadata and approved updates linked to that submission, but excluding NEET Materials (defined in Section 18.1). Files merely selected, uploaded or temporarily staged before completion of the required acceptance and final submission action are not Submitted IP for the purposes of this Agreement.

“Registered IP” means Submitted IP that Digital Sigil has accepted into its registration records and linked to a registration or submission identifier.

“Virtual Item” means a digital item, asset, cosmetic, entitlement or other in-product content distributed, licensed, sold or made available for use in a game, application, platform or other digital environment.

“Digital Product” means a non-physical product or deliverable incorporating or granting access to Submitted IP and distributed electronically, including downloadable content, digital files, licence keys, entitlements or other digital goods.

“Product” means any Virtual Item or Digital Product incorporating Submitted IP that is created, developed, distributed, licensed or sold under this Agreement.

2. Grant of Exclusive Licence

2.1 Licensor grants NEET, from the time Submitted IP is provided by or on behalf of the Licensor under this Agreement, a worldwide, exclusive, royalty-bearing licence to use, reproduce, distribute, display, and create derivative works of that Submitted IP solely for the creation, distribution, and sale of Virtual Items and Digital

Products. The licence applies while the Submitted IP is pending validation, review, correction, appeal or other registration processing, and a rejection, request for further evidence or failure to complete registration does not by itself release or terminate any rights validly granted to NEET. Before the Submitted IP becomes Registered IP, NEET may receive, store, review, moderate, validate, process, test, transform, develop prototypes or development work, and otherwise prepare the Submitted IP and prospective Products under this Agreement. NEET may also publicly display, advertise or promote pending Submitted IP and prospective Products before registration, including to test market interest and help identify possible ownership, infringement or conflicting-rights issues before greater time or investment is committed. Such pre-registration publicity does not make the Submitted IP Registered IP and does not oblige NEET to accept it. NEET will not commercially release, sell, license or distribute a Product incorporating that Submitted IP to third-party end users until the Submitted IP has been accepted as Registered IP. If NEET permanently closes or archives a submission with no remaining review, appeal, correction or revalidation route, the commercial licence under this Section 2.1 ends prospectively for that non-Registered IP, except that NEET may retain and use copies, records and related evidence as reasonably necessary for legal, regulatory, compliance, safety, audit, evidential, dispute, claim and record-retention purposes, and any accrued rights, obligations or claims remain unaffected. Where the Licensor did not in fact possess sufficient rights or authority to grant the licence, Sections 3 and 12 continue to apply. If the Submitted IP is accepted as Registered IP, the licence and rights become perpetual and irrevocable in accordance with Section 2.4. For the avoidance of doubt, NEET may exercise these rights using AI/Automated Tools, and the licence includes the ancillary right to market and promote such Virtual Items and Digital Products as set out in Section 19.

2.2 Exclusive-Scope Restriction. While the exclusive licence granted under Section 2.1 remains active for Submitted IP, and thereafter for Registered IP for so long as the exclusive licence remains in effect under Section 2.4, the Licensor will not grant any other licence or right to a third party for use of the relevant Submitted IP or Registered IP in Virtual Items or Digital Products within the exclusive scope granted to NEET, nor use that IP itself in competing Virtual Items or Digital Products outside NEET's platforms except with NEET's written agreement. If the submission-stage commercial licence ends under Section 2.1 because non-Registered IP is permanently closed or archived with no remaining review, appeal, correction or revalidation route, this submission-stage exclusivity restriction ends prospectively with it.

2.3 Sublicensing and Successor Assignment. NEET may sublicense, distribute and monetise the Registered IP within NEET's platforms and through NEET's partners as permitted by this Agreement. NEET may assign this Agreement and the licence granted under Section 2 to a successor in connection with a merger, corporate restructuring, acquisition, or sale of all or substantially all of the Digital Sigil business or relevant business assets, provided that the successor assumes NEET's continuing obligations under this Agreement.

2.4 Perpetual Registered-IP Licence. In respect of Registered IP, the exclusive licence and rights granted to NEET under Section 2 are perpetual and irrevocable for the full duration of the applicable intellectual property rights, including any extensions, renewals or revivals of those rights, to the fullest extent permitted by law. Closing, suspending, deactivating or otherwise ending a Digital Sigil account or access to Digital Sigil services does not terminate, revoke, reduce or otherwise affect those rights. NEET may continue to create, develop, distribute, license, sell, support, maintain, update, localise, market and promote Products incorporating the Registered IP in accordance with this Agreement, subject to the continuing commercial obligations in Section 4 and the applicable Revenue Share and Royalty Schedule.

2.5 Third-Party Distribution & Use. For Registered IP, NEET may list, distribute, license, and sell Virtual Items and Digital Products incorporating that Registered IP via third-party stores, platforms, games, applications, marketplaces, and distribution channels (including by application programming interface (API)

integration, in-app purchase, keys/codes, or entitlement systems), and may enable their use and activation within such third-party environments. NEET may set pricing, run promotions, bundle Products, and appoint resellers/channel partners, subject to applicable platform terms. The foregoing includes a limited, non-transferable sublicense to platform operators and NEET's distribution partners solely as necessary to list, host, deliver, activate, and support the Products. This Section 2.5 does not authorise commercial release, sale, licensing, activation or distribution to third-party end users before the relevant Submitted IP becomes Registered IP; pre-registration publicity, advertising and market testing are governed by Sections 2.1 and 19. Commercial allocations remain payable under Section 4 in accordance with the applicable Revenue Share and Royalty Schedule version governing the relevant Registered IP, stock allocation or commercial arrangement.

2.6 No Obligation to Exploit; Editorial/Veto Discretion. NEET has no obligation to publish, distribute, continue to make available, or otherwise exploit any Product or promotional material incorporating the IP. NEET retains final editorial and distribution discretion, including the timing, placement, territories, localisation, and delisting of Products and materials.

3. Upload and Representations

3.1 Each time Submitted IP is provided under this Agreement, the Licensor represents and warrants that they own or have all necessary rights and authority to license that Submitted IP to NEET, whether the files are submitted directly by the Licensor or by Digital Sigil staff or another authorised person on the Licensor's behalf. This warranty applies to each individual submission and does not require a separate IP Licensing Terms agreement for each item.

3.2 Licensor confirms the IP does not infringe any third-party rights or violate any laws.

3.3 Indemnity. To the fullest extent permitted by law, the Licensor shall defend, indemnify and hold harmless NEET, its affiliates, and their directors, officers, employees and agents from and against claims, demands, actions, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable legal fees) to the extent arising out of or resulting from: (a) the Submitted IP, including any allegation that it infringes or misappropriates intellectual-property, publicity, privacy or other rights, or is defamatory or unlawful; (b) the Licensor's breach of Sections 3, 11 or 12; (c) unauthorised access to or use of NEET services through the Licensor's account or credentials where attributable to the Licensor's acts, omissions or failure to comply with applicable security obligations; or (d) the Licensor's violation of applicable law in connection with this Agreement. This indemnity does not apply to the extent that the relevant claim, loss or liability was caused by NEET's own breach of this Agreement, negligence, fraud, wilful misconduct, or use of Submitted IP, including Registered IP, outside the rights granted to NEET under Section 2, and does not require the Licensor to indemnify NEET for liability that applicable law does not permit NEET to transfer to the Licensor.

3.4 Indemnity Procedures. NEET will give prompt written notice of a claim and reasonable cooperation. Subject to this Section, the Licensor will ordinarily control the defence and settlement of an indemnified third-party claim, provided that the Licensor may not settle any matter that imposes non-monetary obligations on NEET, restricts NEET's rights or business, or admits fault on NEET's behalf without NEET's prior written consent. NEET may participate through separate counsel at its own expense. NEET may take control of, or require material participation in, the defence where there is an actual or reasonably apparent conflict of interest, threatened or actual injunctive or other non-monetary relief, a regulatory or criminal issue, a

material risk to NEET's business or rights, or the Licensor fails to defend the claim diligently or adequately. To the extent the claim is covered by Section 3.3, reasonable defence costs arising from such necessary NEET control or participation form part of the indemnified claim.

3.5 AI/Automated Content – Disclosure & Rights. The Licensor shall ensure that any IP constituting AI/Automated Content is accurately identified through the applicable Digital Sigil tagging/metadata process at or before submission (and indicate which elements are AI-generated where only part of the IP is AI-generated). The Licensor represents and warrants that it has, and will maintain, all rights necessary to grant the licences in this Agreement for any AI/Automated Content, including any rights required under applicable tool/provider terms for commercial use, and all releases/consents (including for any recognisable persons, voices, or styles where required by law or contract).

3.6 Verification Cooperation. Upon NEET's reasonable request, the Licensor will provide information and evidence reasonably necessary to verify compliance with Section 3.5, including non-public or confidential evidence where reasonably necessary to verify the claimed rights, licence, consent or authority. The Licensor may reasonably redact unrelated sensitive information where doing so does not prevent NEET from verifying the material point or the authenticity of the evidence. Contractual confidentiality for non-public verification information is subject to Section 12.3, including the confidentiality period applicable to the IP submission to which that evidence relates; providing later verification information for the same submission does not restart or extend that submission's confidentiality period. Expiry of that contractual confidentiality period does not prevent NEET from retaining, using or disclosing the evidence to the extent reasonably necessary for compliance and rights verification, legal or regulatory obligations, audit and record-keeping, evidential purposes, disputes, claims, enforcement or defence of NEET's rights, or as otherwise required by law, and does not displace any confidentiality, privacy or data-protection duty that applicable law independently requires to continue. During the applicable contractual confidentiality period, disclosure will be limited, where reasonably practicable, to NEET staff, contractors, service providers, professional advisers, authorities or other persons who reasonably need the information for those purposes and who are subject to appropriate confidentiality obligations where reasonably available.

3.7 Moral Rights Waiver/Consents. To the maximum extent permitted by law, the Licensor waives and agrees not to assert any moral rights it holds (including rights of paternity and to object to derogatory treatment) in respect of NEET's permitted uses under this Agreement, and consents to reasonable obscurification, replacement, modification, adaptation, translation, cropping and localisation necessary for compliance with Sections 12.7 and 12.11. To the maximum extent permitted by law, the Licensor must also procure equivalent waivers, agreements not to assert, or other necessary consents from its contributors in respect of those permitted uses.

3.8 Change of Ownership or Licensing Authority. The Licensor must promptly notify NEET in writing if ownership of, or the Licensor's authority to license or control, any Submitted IP changes while the Section 2.1 submission-stage licence remains active, or if ownership of, or the Licensor's authority to license or control, any Registered IP changes. While portal access is active, notice may be given through the applicable Digital Sigil function. After portal access has ended, notice may be given through the formal notice methods in Section 16.3, including legal@d-s.net, subject to any reasonable identity or authority verification NEET requires.

The Licensor must not transfer, assign or otherwise dispose of rights in Submitted IP while the Section 2.1 submission-stage licence remains active, or in Registered IP in a manner that revokes, reduces or prejudices any rights previously granted to NEET under this Agreement. Any transfer must be made subject

to those existing rights, and the Licensor must ensure that the transferee or successor is informed of them and, where reasonably requested by NEET, confirms that it acknowledges NEET's existing licence and other continuing rights and will comply with the obligations that apply to its current ownership, control or administration of the relevant Submitted IP or Registered IP. Such confirmation is not acceptance or re-acceptance of a newer IP Licensing Terms version and does not by itself transfer to the transferee or successor any historical personal liability, fraud, breach, debt or other past responsibility of the former holder unless that liability or responsibility passes under applicable law or a separate valid assignment, succession or arrangement.

Where, after a verified transfer or change of control, the verified current rights-holder/controller supplies materially new or replacement creative or source material for the transferred IP, NEET may require an express submission or update confirmation that the material is supplied under the controlling IP Licensing Terms governing that IP and that the current holder has the rights and authority necessary for NEET to use it within the existing licence scope. Such confirmation does not by itself require acceptance of a newer IP Licensing Terms version. Administrative metadata changes, ownership or authority evidence, contact changes and other non-creative corrections do not require that additional licence confirmation merely because they are supplied after transfer.

A change of ownership, control, account, profile or licensing authority does not revoke, reduce or otherwise affect rights already granted to NEET, to the fullest extent permitted by law. The controlling IP Licensing Terms version already governing the relevant Submitted IP or Registered IP remains operative as to that IP notwithstanding a transfer, assignment, succession, death, restructuring or other change in the underlying rights-holder or controller. Such a change does not by itself require the transferee, successor, representative or new rights-holder to accept the then-current IP Licensing Terms merely to preserve or continue the existing licence position and NEET's previously granted rights.

Any later workflow that independently requires current acceptance under Sections 9 and 10 remains subject to those requirements.

4. Royalties and Payment

4.1 Revenue Share and Royalty Schedule. Royalties, revenue shares, contributor allocations, Licensor remittances and other applicable commercial amounts payable or allocable by either Party are governed by the Revenue Share and Royalty Schedule initially expressly accepted for the commercial relationship and any later Schedule version that becomes applicable under that Schedule's own versioning provisions. Each later general Schedule version applies prospectively from its stated effective date across existing and future Registered IP, stock allocations and commercial activity governed by the general Schedule, unless a specific Registered IP, stock allocation or commercial arrangement validly remains governed by another Schedule version or specific commercial arrangement. Digital Sigil preserves the Schedule applicability history and the version fixed to historical orders and transactions rather than treating each IP or Stock record as permanently tied to the Schedule version current when that IP or Stock was first created. Where ownership or control of particular Registered IP is validly transferred, assigned or succeeded to, the Revenue Share and Royalty Schedule version governing that Registered IP continues to govern transactions relating to that IP after the effective transfer unless and until a later Schedule version becomes applicable under the Schedule's own versioning provisions or the scope is validly governed by another expressly accepted commercial arrangement. The transfer itself does not require duplicate or fresh acceptance of the existing

Schedule merely to preserve commercial continuity. Historical amounts remain attributable in accordance with Section 4.8, while amounts arising from transactions on or after the effective transfer are attributable to the person or entity legally entitled to them under Section 4.8.

4.2 Calculation and Availability. Commercial calculation terms, permitted deductions, allocation methods, contributor shares, item-specific fee treatment and the point at which a transaction amount becomes Available Balance are governed by the applicable Revenue Share and Royalty Schedule version governing the relevant Registered IP, stock allocation or commercial arrangement. A calendar-quarter end does not by itself make an amount available. Once an amount becomes Available Balance, withdrawal and payment are governed by Section 4.4 and any more specific expressly accepted commercial arrangement applicable to that payment.

4.3 Audit Right (24-Month Look-Back). A current or former Licensor, verified successor or representative, or other person or entity that NEET has verified as entitled to commercial amounts under Section 4 may request one audit per calendar year of records reasonably necessary to verify the royalties, revenue shares, contributor allocations and other commercial amounts attributable to that requester, with thirty (30) days' written notice. The audit right follows the commercial entitlement being audited and does not transfer merely because ownership or control of the underlying IP changes, unless the relevant receivable or entitlement has itself been validly assigned, succeeded to, transferred by law or otherwise reallocated under Section 4.8. The audit may be conducted by the requester or by an independent accountant, auditor or other suitably qualified reviewer reasonably acceptable to NEET, during normal business hours and electronically or remotely where reasonably practicable. NEET may provide extracts, reconciliations, statements, transaction reports or other sufficient evidence rather than unrestricted access to internal systems, and may redact or withhold information that is unrelated to the requester's entitlement, belongs to or identifies another licensor, client, contributor or rights-holder, is personal data, is security-sensitive, or is otherwise confidential, provided that NEET supplies sufficient information for the requester's commercial calculations to be meaningfully verified. The audit and all disclosed information will be subject to reasonable confidentiality undertakings. The contractual audit look-back is limited to the twenty-four (24) months preceding the audit notice. That 24-month limit applies only to the audit procedure under this Section 4.3 and does not by itself extinguish an older payment entitlement, an accounting discrepancy independently identified by either Party, or any claim or remedy that remains available under applicable law. If an underpayment of five percent (5%) or more of amounts due to the requester for the audited period is found, NEET will promptly pay the shortfall and reimburse that requester's reasonable, evidenced and proportionate external auditor or reviewer fees; otherwise, the requester bears its own audit costs.

4.4 Payment and Withdrawal of Available Balance. The Licensor may request withdrawal only from Available Balance and only through an active, verified Digital Sigil account aligned to the relevant entitlement. Where an account has been closed, deactivated or is otherwise no longer eligible to request payment, the former Licensor or verified successor/representative must reopen or recover an eligible account, or create a new eligible account, complete the verification NEET reasonably requires, and have the relevant entitlement and associated records assigned or aligned to that account before a withdrawal request can be made or paid. Account closure does not extinguish the underlying commercial entitlement. Where the Licensor's Available Balance is at least £10, the standard minimum withdrawal amount is £10. Where the Licensor's total remaining Available Balance is less than £10, the Licensor may request withdrawal of that entire remaining Available Balance. Withdrawals may be requested using a payment method then supported by Digital Sigil for the Licensor, including a supported PayPal account or bank account where available. The Licensor must use payment details they are authorised to use and complete any reasonable identity, rights-holder, payment-account or security verification required for the requested payment method. A withdrawal request

becomes valid for processing when the request is complete and the Licensor has supplied the information and completed the identity, rights-holder, payment-account and security verification reasonably required at that stage. A valid withdrawal request may take up to 30 Working Days of active processing from that point. If, after the request becomes valid, a permitted hold arises or further information or verification becomes reasonably necessary because of a new issue affecting the payment, the processing period is suspended while that hold or requirement remains unresolved and resumes when it is cleared. NEET is not required to make payment while a specific legal restriction, payment-provider restriction, ownership or entitlement dispute, fraud or security investigation, set-off, recovery, sanctions requirement, invalid payment detail or other expressly permitted payment hold remains active. If a withdrawal fails or is rejected, the unpaid amount remains attributable to the Licensor and may be restored to Available Balance or held pending correction, as appropriate; the failure does not by itself extinguish the underlying entitlement. The primary accounting currency is pounds sterling. Recipient-side payment fees, currency-conversion costs and taxes imposed on the Licensor's receipt are the Licensor's responsibility unless NEET expressly agrees otherwise or applicable law requires different treatment. Taxes imposed on NEET's net income remain NEET's responsibility. NEET may deduct or withhold any amounts required by law and will provide reasonable supporting information where required and available.

4.5 Set-Off, Holds and Withholding. NEET may immediately apply or set off undisputed amounts due to NEET, amounts finally established by judgment or settlement, and mechanically determinable transaction corrections such as an applicable refund, reversal, chargeback or clawback allocation. Except where applicable law, a binding court or regulatory order, a valid assignment or succession, or a separate binding agreement permits otherwise, set-off or recovery will be applied only against amounts payable to the same person or entity that owes the relevant debt, liability or recovery amount to NEET. A transfer or change of ownership/control of the underlying IP does not by itself permit NEET to recover a former holder's debt or liability from commercial amounts attributable to a different current holder. Where NEET has a reasonably supported but disputed recovery claim against the relevant person or entity, NEET may place up to the reasonably disputed amount otherwise payable to that same person or entity on hold or reserve pending resolution, but will not permanently extinguish or set off that disputed amount unless it is agreed, finally adjudicated, settled, or otherwise established under this Agreement or applicable law. NEET may also deduct or withhold amounts where required by law.

4.6 Refunds, Chargebacks and Recoveries. Ordinary refunds, reversals, chargebacks and clawbacks relating to a transaction will correct or reverse the original commercial allocation in accordance with the applicable Revenue Share and Royalty Schedule or other governing commercial arrangement; the Licensor is not responsible for NEET's own portion of an ordinary transaction correction merely because the transaction involved the Licensor's IP. Any additional loss, fee, penalty, chargeback cost or other amount specifically caused by the Licensor's breach, misconduct, invalid rights position or other responsibility under this Agreement may be recovered from the Licensor in accordance with Section 4.5 and the other applicable provisions of this Agreement.

4.7 Unclaimed Commercial Amounts; Closed or Dormant Accounts. Account closure does not extinguish commercial amounts due under Section 4. Royalties, revenue shares, contributor allocations and other commercial amounts attributable to Registered IP continue to accrue and remain recorded against the relevant Registered IP and the person or entity entitled to them. Each such amount remains claimable for six (6) years from the date it first becomes Available Balance or otherwise becomes legally payable to the Licensor; time during which the amount is only in the "Projected" ledger state, is subject to a permitted hold, or is not legally withdrawable does not count toward that six-year period.

Where an account is closed or NEET has no valid means to pay the person or entity entitled to the amount, NEET may place the relevant record into Dormant Commercial Balance Status once at least one amount has remained unclaimed for six (6) years.

Before first activating Dormant Commercial Balance Status, NEET will use reasonable efforts to give notice at least ninety (90) days and again at least thirty (30) days before activation using the latest verified legal-contact details. The formal notices required by this Section 4.7 are subject to the notice and deemed-receipt rules in Section 16.3, and the ninety-day and thirty-day periods are measured by reference to the applicable deemed-receipt or dispatch time under that Section. Each notice will be sent by email where that channel is available. A verified SMS, where available, is an additional warning channel and does not replace a formal notice method under Section 16.3. Where the aggregate amount then due to be forfeited exceeds £1,000, NEET will also send notice to the latest applicable postal or legal address held on file as an additional required channel. The notices will state that amounts already unclaimed for six years will be forfeited on activation and that future amounts will continue to accrue but will automatically be forfeited when each such amount has completed its own six-year claim period unless valid contact and payment details are restored.

The first activation of Dormant Commercial Balance Status requires authorised NEET review and approval before forfeiture is applied. On and after activation, each amount that has completed its six-year claim period is forfeited to NEET Systems Ltd, becomes NEET's property and is no longer payable to the former Licensor or other former payee, except where applicable law requires otherwise.

No forfeiture will occur while a bona fide ownership, entitlement or payment dispute concerning the relevant amount is pending or while payment is prevented by a legal or preservation hold.

Restoring valid contact or payment details ends Dormant Commercial Balance Status prospectively but does not revive amounts already validly forfeited. Each forfeiture will be recorded as a separate financial event linked to the relevant historical earning or allocation records; NEET will not delete or silently rewrite the original earning history.

4.8 Historical Recipient Entitlement on Transfer. Unless a valid written assignment of the relevant receivable, lawful succession, court order or other legal requirement provides otherwise, a commercial amount arising from a transaction remains attributable to the person or entity legally entitled to that amount at the time of that transaction even if ownership or control of the underlying Registered IP later changes. Where a transfer, assignment, succession or other change in entitlement has a legally effective date that differs from the date on which NEET receives or completes verification of that change, the legally effective date will govern allocation once NEET has received satisfactory evidence of it. Pending verification, NEET may place affected amounts on hold or continue provisional accounting using the then-current verified records. Once the effective change is verified, NEET may reconcile and correct interim allocations so that each transaction is attributed to the person or entity legally entitled at the transaction date. A later IP transfer does not by itself transfer historical unpaid amounts. NEET may correct the recorded payee where the original registration or entitlement was invalid, the original entity has ceased to exist and a lawful successor is established, or another correction is required by law or a binding court or regulatory order.

5. Term and Termination

5.1 Service and Account Term. This Agreement begins on the Effective Date. The Licensor's Digital Sigil account and access to account services continue until closed, suspended or terminated in accordance with this Agreement or the applicable Site Usage Terms. Account or service closure does not by itself terminate

rights already granted for Registered IP or an active submission-stage licence or validation state for Submitted IP. Pending Submitted IP remains governed by Section 2.1 until it is accepted as Registered IP or NEET permanently closes or archives the submission with no remaining review, appeal, correction or revalidation route.

5.2 Termination or Suspension for Material Breach. NEET may suspend or terminate the Licensor's account access, refuse future submissions, or end future service availability for material breach if the Licensor fails to cure the breach within thirty (30) days after the relevant written notice is deemed received under Section 16.3. NEET may act immediately where the material breach is incapable of cure, or where immediate action is reasonably required by law, security, fraud, sanctions, platform requirements or to prevent material harm.

5.3 Effect of Account Closure or Service Termination. Closing, deactivating, suspending or terminating an account ends portal access and the Licensor's ability to make new submissions or use account services, but does not by itself terminate, revoke, reduce or otherwise affect licences, sublicences, consents, waivers or other rights previously granted to NEET in relation to Registered IP, or an active submission-stage licence or validation state for Submitted IP under Section 2.1. NEET may continue to review, validate, request or consider further evidence, correct, revalidate, accept, reject, permanently close or archive that pending Submitted IP in accordance with this Agreement notwithstanding the closure of portal access.

5.4 Continuing Rights and Commercial Amounts. Rights in Registered IP continue under Section 2.4. NEET may continue exercising those rights notwithstanding account closure, suspension or service termination. Commercial accounting, allocation and payment obligations continue under Section 4, and account closure does not cancel any unpaid commercial balance or future commercial accrual. Unclaimed amounts are handled under Section 4.7.

6. Ownership

6.1 Underlying IP Ownership. This Agreement does not transfer ownership of the underlying Submitted IP or Registered IP to NEET. Ownership remains with the Licensor or other underlying rights-holder, as applicable, and the Licensor retains whatever ownership, right, title or interest it actually holds in that IP.

6.2 NEET receives the licence and other rights expressly granted under this Agreement, including NEET's ownership rights in NEET Materials and NEET New Elements (defined in Section 18.2) under Section 18. Nothing in this Section converts a Licensor that is authorised to license IP, but does not own it, into the owner of that underlying IP.

7. Trademarks

NEET's names, trading names, logos, trademarks, service marks, product names and other brand identifiers, and any equivalent marks owned by third parties, remain the property of NEET or the relevant third-party owner. Except where this Agreement expressly states otherwise, nothing in this Agreement grants the Licensor any licence or other right to use those marks.

8. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales.

Disputes will be subject to the exclusive jurisdiction of the courts of England and Wales, subject to any mandatory jurisdiction, consumer-protection or legal-remedy rights that cannot lawfully be excluded.

9. Contractual Documents, Versioning and Amendments

This Agreement, the Site Usage Terms, the applicable Revenue Share and Royalty Schedule version, and any other expressly accepted commercial arrangement applicable to the relevant Registered IP, stock allocation or transaction form the contractual basis for the matters they respectively govern. The Revenue Share and Royalty Schedule is initially expressly accepted as a separate commercial document; later general Schedule versions may become applicable prospectively under that Schedule's own versioning provisions without changing or replacing the acceptance or re-acceptance requirements for this Agreement. Commercial rates, calculation methods, contributor allocations, item-specific fee treatment and transaction-level availability are governed by the applicable Revenue Share and Royalty Schedule version. Withdrawal and payment of Available Balance are governed by Section 4.4 unless a more specific expressly accepted commercial arrangement validly governs that payment. Any amendment to this Agreement or another document that independently requires express acceptance must be accepted in accordance with the applicable electronic acceptance process.

9.1 Versioning and Notice. Each version of this Agreement will be identified by an Agreement Version and Terms Version Date. NEET may prepare and publish an updated version where reasonably required for legal, regulatory, security, operational or service reasons. Where reasonably practicable, NEET will give reasonable notice of material changes through Digital Sigil and/or by email before NEET requires or invites the Licensor to expressly accept the later version. Publication of a later version, notice of that version or its Terms Version Date does not by itself replace or amend the version already accepted by that Licensor; replacement or alignment occurs only as described in Sections 9.2 and 9.3.

9.2 Existing and New IP; Effect of Re-acceptance. Until the Licensor expressly accepts a later version, the most recent version of this Agreement previously accepted by that Licensor continues to govern that Licensor's existing Submitted IP and Registered IP. Publication of a later version or its Terms Version Date does not by itself replace the Licensor's accepted version for existing IP. However, a new IP submission or registration workflow may not proceed unless the Licensor has accepted the then-current version of this Agreement required by Digital Sigil at that time. When the Licensor expressly accepts a later version, that later version becomes the controlling account-level version from acceptance and applies to all Submitted IP and Registered IP then governed by this Agreement for that Licensor, including IP submitted or registered before that acceptance and future submissions until a later version is accepted.

A transfer, assignment, succession, death, restructuring or other verified change in ownership or control of particular IP does not by itself terminate, reset or replace the controlling IP Licensing Terms version already governing that IP, and does not itself constitute or require re-acceptance. From the effective verified transfer or change of control, later IP Licensing Terms acceptance by the former holder does not change the version governing that transferred IP. If, at the time of the verified transfer or change of control, the verified current rights-holder or controller has already expressly accepted a later IP Licensing Terms version than the version then governing the transferred IP, that already-accepted later version becomes controlling for the transferred IP from the verified transfer or alignment without requiring duplicate acceptance.

If the verified current rights-holder or controller later expressly accepts a newer IP Licensing Terms version through a workflow or separate re-acceptance process that validly requires or permits current acceptance, that later accepted version likewise becomes controlling for the transferred IP together with the other

Submitted IP and Registered IP then governed for that current holder, subject in each case to the preserved historical records and previously granted rights in this Agreement.

Earlier acceptance and transfer records remain preserved as immutable historical evidence and are not overwritten. No later version will revoke, reduce or otherwise prejudice rights already granted to NEET, and accrued rights or obligations arising before re-acceptance remain preserved except where the accepted later version expressly and lawfully provides otherwise.

9.3 Re-acceptance and Records. Each new IP submission or registration workflow will check that the Licensor has already accepted the then-current required version of this Agreement before the workflow can proceed. If a later current version has not yet been accepted, Digital Sigil will require express electronic acceptance of that version before final submission or registration can continue. If the then-current version has already been accepted, a duplicate acceptance of the same version is not required and the workflow may reference the existing current acceptance record. IP Licensing Terms re-acceptance may also occur through a separate re-acceptance workflow that does not require submission of new IP. IP Licensing Terms acceptance and the initial Revenue Share and Royalty Schedule acceptance may occur within the same workflow but remain separate acceptance events and independently versioned and evidenced. A later Revenue Share and Royalty Schedule version becoming applicable under that Schedule's own versioning provisions is not a new acceptance of this Agreement and does not alter the IP Licensing Terms re-acceptance rules in Sections 9.1 to 9.3. Continued use of Digital Sigil alone does not constitute acceptance where express re-acceptance is required.

10. Electronic Acceptance

10.1 IP Submission, Registration and Re-acceptance. Before a new IP submission or registration can be completed, Digital Sigil must confirm that the Licensor has accepted the then-current version of this Agreement required for that workflow. Where the required current version has not already been accepted, the Licensor must select the required acceptance checkbox for the identified document/version and complete the stated acceptance action before the final submission or registration action can proceed. That action constitutes the Licensor's electronic signature and express acceptance of the identified version. Where the same current version has already been validly accepted, Digital Sigil may rely on and reference that existing acceptance without requiring a duplicate acceptance. Files may be technically selected, uploaded or temporarily staged before the required acceptance is completed, but that staging does not by itself constitute acceptance, Submitted IP, registration or permission for public promotion under this Agreement. When a later version is accepted, it becomes the controlling account-level IP Licensing Terms version in accordance with Section 9.2.

10.2 Acceptance Records. Digital Sigil will retain a separate acceptance record for each legal document accepted, sufficient to identify the Licensor, accepting account or signatory, applicable document and version, Coordinated Universal Time (UTC) acceptance date and time, and the scope to which that acceptance applies. Acceptance of this IP Licensing Terms Agreement is recorded at the relevant Licensor/account level, and individual Submitted IP and Registered IP records may reference the controlling accepted Agreement version and acceptance event applicable when the relevant workflow proceeded. Acceptance of a later IP Licensing Terms version does not overwrite or delete earlier acceptance records; the later accepted version becomes the controlling version for Submitted IP and Registered IP governed by this Agreement in accordance with Section 9.2. Where particular IP has been verified as transferred to a different rights-holder or controller, the IP record may also preserve the transfer or control-change event and

identify the controlling version before and after alignment to any later version already validly accepted by the verified current holder or any later valid acceptance by that holder. Acceptance by a former holder after the effective verified transfer does not change the controlling version for the transferred IP. Other accepted legal or commercial documents may additionally record a Registered IP, submission, stock allocation, commercial arrangement or transaction-level scope where applicable. The initial Revenue Share and Royalty Schedule acceptance is retained as a Client or account-level acceptance event for the continuing general Schedule framework; later Schedule versions that become applicable under that Schedule's own versioning provisions are retained as version and applicability records rather than falsely recorded as new acceptance events. Where multiple documents are accepted in one workflow, each acceptance remains independently versioned and evidenced. Digital Sigil will preserve an immutable copy, integrity hash or equivalent immutable version record sufficient to verify the exact legal text accepted. Digital Sigil may also retain the source path, IP address and user agent for evidential, contractual, security and legal purposes.

11. Eligibility and Legal Capacity

11.1 If the Licensors are an individual, the Licensors confirm that they are at least eighteen (18) years of age and have the legal capacity required under the laws applicable to them to enter into and perform this Agreement.

11.2 The Licensors further confirm that, under the laws applicable to the Licensors and the relevant transaction, including any mandatory rules that cannot lawfully be displaced by the Governing Law stated in this Agreement, the Licensors have the right, power and authority required to enter into this Agreement and grant the rights and licences herein.

11.3 If the Licensors are an entity, the entity is not subject to an age requirement. The individual accepting or acting on its behalf warrants that they have the legal capacity and authority required to bind or represent the entity in relation to this Agreement.

11.4 Verified Representative or Control Change. Where Digital Sigil verifies that another legally capable and authorised person or entity is to control the relevant account, represent the Licensors, or become the relevant Licensors or rights-holder, Digital Sigil may determine the appropriate account/IP alignment case-by-case. This may include transfer of control of the existing account, transfer of the relevant Registered IP to the representative's separate Digital Sigil account, or an externally recorded representative arrangement while the existing Site account structure is retained. No route is the default.

Where a verified representative, successor or new rights-holder assumes control of relevant Submitted IP or Registered IP, the change in control does not by itself require acceptance of the then-current IP Licensing Terms merely because the IP has changed hands. The controlling IP Licensing Terms version already governing that IP and all rights previously granted to NEET remain preserved. If that person or entity later initiates a separate submission, registration or other workflow that independently requires current acceptance under Sections 9 and 10, the applicable current-acceptance requirement must be satisfied before that workflow proceeds. Historical acceptance records remain preserved.

Where an underage individual account remains after relevant IP has been transferred to a representative account, that individual account may remain suspended with its historical records intact. If the original individual later becomes eligible to resume independent control, Digital Sigil may require renewed NEET staff verification of eligibility, the controlling legal entity, representative authority and IP/account alignment before independent control resumes.

Restoration of control by itself does not require acceptance of a later IP Licensing Terms version or change the controlling version already governing the IP. If the person later initiates a separate submission, registration or other workflow that independently requires current acceptance under Sections 9 and 10, the applicable current-acceptance requirement must be satisfied before that workflow proceeds.

12. Account Security, Service Use, and IP Handling

12.1 Account Security — The Licensor is solely responsible for maintaining the confidentiality of their login credentials for any online portal, platform, website, application, or account system operated by NEET. NEET may treat actions or transactions carried out through an authenticated Licensor account as authorised for operational purposes until NEET is notified of, or otherwise becomes aware of, unauthorised access or compromise. This operational treatment does not by itself determine ultimate contractual responsibility or liability for unauthorised activity. The Licensor must promptly notify NEET of any unauthorised use, suspected breach of security, or compromise of their account.

12.2 Service Use — The Licensor agrees to use all NEET-operated portals, platforms, websites, applications, and services solely for lawful purposes, in good faith, and in compliance with all applicable laws, regulations, and this Agreement. The Licensor shall not attempt to gain unauthorised access to any NEET systems, data, or accounts, nor engage in any activity that could impair, disrupt, or damage the operation or security of NEET's services.

12.3 Handling, Limited Confidentiality and Similar Submissions — Upon submission of IP to any NEET-operated portal or platform, NEET may store, manage and use the IP in accordance with the rights granted in this Agreement. Each individual IP submission receives a contractual confidentiality period of twenty-four (24) months beginning on the date that submission is first completed under this Agreement. The confidentiality period applies collectively to the non-public Submitted IP, supporting rights evidence, corrected files, approved updates and other supplemental material that NEET reasonably treats as forming part of that same submission.

Later files, small changes, corrections, updates or supporting evidence linked to the same submission do not restart, extend or renew that submission's original twenty-four-month confidentiality period. A genuinely separate later IP submission ordinarily receives its own twenty-four-month confidentiality period from its own submission date.

However, where a later submission is identical or substantially similar to an earlier submission, is in substance a continuation or replacement of it, or maintaining a separate later confidentiality period would be impracticable because related earlier material has already become public or its confidentiality period has expired or is about to expire, NEET may reasonably treat the later submission as sharing or being aligned to the earlier submission's confidentiality period to the extent necessary to avoid using repeated or minor submissions to maintain confidentiality indefinitely.

Confidentiality ends earlier for any specific material to the extent that material is lawfully made public by or on behalf of the Licensor, is publicly disclosed by NEET as permitted under Sections 2.1 or 19, or otherwise becomes lawfully public without breach by NEET. Expiry of a contractual confidentiality period does not expand NEET's intellectual-property rights beyond those granted elsewhere in this Agreement and does not displace any privacy, data-protection, professional-secrecy or other confidentiality duty that applicable law independently requires to continue. During the applicable confidentiality period, NEET may disclose non-public Submitted IP or supporting evidence to NEET staff, contractors, technical or security providers,

professional advisers, authorities, platforms, marketplaces or other persons where reasonably necessary for validation, development, testing, security, legal or regulatory compliance, rights verification, dispute or claim handling, or exercise of NEET's rights under this Agreement, subject to appropriate confidentiality safeguards where reasonably practicable.

This confidentiality obligation does not prevent NEET from receiving, comparing, screening, investigating, independently developing, accepting, rejecting or otherwise processing identical or substantially similar material submitted by another person or entity. Where duplication, similarity, a prior submission, existing Registered IP or competing or unresolved rights are relevant to a decision, NEET may give a meaningful reason for rejection, suspension or further-evidence requirements, including that the material conflicts with or substantially duplicates previously submitted or registered material or that competing rights remain unresolved, without identifying another submitter or disclosing another party's non-public material or supporting evidence except to the extent reasonably necessary to investigate or resolve the rights issue or where disclosure is required by law.

NEET is not responsible for retaining or returning original files submitted by the Licensor. The Licensor is responsible for maintaining their own backup copies of all Submitted IP.

12.4 Ongoing Access and Use — Once Submitted IP becomes Registered IP, the Licensor does not have a voluntary right to revoke, withdraw or reduce NEET's continuing rights under Section 2 or to require removal of the Registered IP from NEET's platforms, whether or not NEET has yet incorporated that Registered IP into a Virtual Item, Digital Product or other Product. This does not prevent NEET from removing, restricting, suspending, modifying or ceasing use where required by applicable law, a binding court or regulatory order, a platform or marketplace requirement, a valid third-party rights claim, a determination that the Licensor did not own or possess sufficient authority to license the relevant IP, or another legal or compliance requirement. NEET's continued permitted use remains subject to the commercial obligations in Section 4 and the applicable Revenue Share and Royalty Schedule version governing the relevant Registered IP, stock allocation or commercial arrangement.

12.5 Security Incidents. The Licensor must promptly notify NEET upon becoming aware of any actual or suspected unauthorised access, use, or disclosure involving the Licensor's credentials, accounts, or Submitted IP, and shall cooperate with NEET in investigation, mitigation, remediation, and any required notifications.

12.6 Prohibited Content. The Licensor shall not upload IP that is unlawful, infringing, fraudulent, misleading, or invasive of privacy/publicity rights, or that contains malicious code.

12.7 Moderation; Censorship Control; Takedown. NEET may refuse, suspend, remove, restrict, geo-block, age-gate, edit, label, obscure (including blurring, pixelating, bleeping), replace assets with compliant alternatives, modify, crop, watermark, adjust metadata/classifications/age ratings, or alter descriptions of any Submitted IP or related Product where NEET reasonably determines that action is required to: (a) comply with applicable law, court order, regulatory guidance, or age-rating requirements in any jurisdiction; (b) comply with platform, marketplace, payment, advertising, or hosting provider policies; (c) address infringement, security risk, fraud, or user safety; or (d) protect NEET's brand, reputation, or community standards. NEET's operational, editorial, moderation and distribution decisions under this Section are final, subject to any right or remedy that cannot lawfully be excluded. Where Digital Sigil expressly provides a review or appeal for the acceptance, rejection or required correction of a particular Submitted IP item, that process applies only to that submission decision and within its stated scope. It does not create any approval,

rejection, appeal, veto, withdrawal or consent right over assets developed by NEET, Products or Virtual Items created, distributed, updated, localised, priced, marketed or otherwise used by NEET within the rights granted under this Agreement. NEET will notify the Licensor where lawful and practicable.

12.8 Tagging & Metadata Obligations (AI/Automated Content). The Licensor shall ensure the tagging/metadata fields provided by NEET accurately identify AI/Automated Content at or before submission and shall promptly update such tags/metadata (no later than five (5) days after discovery) if it later learns that any Submitted IP was AI-generated or that prior tagging was inaccurate. The Licensor shall maintain reasonable records supporting its tagging and rights compliance.

12.9 NEET Labelling. NEET may display to end users that a Product or asset includes AI/Automated Content and may rely in good faith on the Licensor's tagging/metadata for such labelling.

12.10 Non-Compliance; Suspension. Failure to comply with Sections 3.5 or 12.8 is a material breach. Without limiting other remedies, NEET may suspend access, remove or withhold distribution, or require corrected tagging/metadata for affected IP, and will notify the Licensor where lawful and practicable.

12.11 Localisation & Editorial Control. To meet local legal, regulatory, cultural, and age-restriction requirements and to protect the NEET brand, NEET may localise Products and promotional materials, including by obscuring, replacing, or modifying assets, applying content warnings or disclaimers, adjusting classifications/age ratings/tags, or making reasonable edits for compliance and safety. NEET will use reasonable efforts not to materially distort the creative intent of the IP. The Licensor will reasonably cooperate (including providing suitable alternative or edited assets for restricted territories). No separate brand-safety documentation is required for NEET to exercise these rights. Any liability arising from such moderation or localisation decisions, including any claim alleging NEET's wilful misconduct, is subject to Section 14. Nothing in this Section 12.11 independently expands the recoverable heads of loss or overrides the exclusions, cap or Excluded Claims structure in Section 14.

13. Language; Interpretation; Precedence

13.1 Controlling Language. This Agreement is drafted in English, which shall be the controlling language for all purposes.

13.2 Translations. Any translation is provided for convenience only. If there is any inconsistency or conflict, the English version prevails.

13.3 Communications. All notices and communications under this Agreement shall be in English.

13.4 Usage and Construction. "Including" and "includes" mean including without limitation. Headings and summaries are for convenience only and do not affect interpretation. References to "days" are to calendar days unless expressly stated otherwise. "Working Day" means Monday to Friday excluding public and bank holidays in England and Wales. References to "writing" include email and notices delivered via the Digital Sigil portal.

13.5 Order of Precedence. For commercial rates, calculation basis, permitted deductions, allocation methods, contributor shares, item-specific fee treatment and transaction-level availability, the applicable Revenue Share and Royalty Schedule version governing the relevant Registered IP, stock allocation or commercial arrangement governs. For withdrawal and payment of Available Balance, Section 4.4 governs unless a more specific expressly accepted commercial arrangement validly governs that payment. For the

underlying intellectual-property licence, ownership, warranties, restrictions and other matters not specifically governed by a more specific accepted document, this Agreement governs. The Site Usage Terms provide the general site and account baseline. Only documents expressly accepted by the relevant Party, expressly incorporated as contractual by this Agreement or another accepted contractual document, or validly made applicable under the versioning provisions of an expressly accepted contractual document form part of the contractual hierarchy. Operational guidance, help pages, notices, policies and other portal information are not contractual merely because they are published or displayed through Digital Sigil, unless this Agreement or another accepted contractual document expressly states that they are incorporated as contractual terms. The English version controls over any translation.

14. Limitation of Liability

14.1 Exclusion of Certain Damages. To the maximum extent permitted by law, neither Party will be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, goodwill or business interruption, whether based in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages. NEET is not responsible for loss, deletion or corruption of Submitted IP or original/source files that the Licensor is responsible for retaining and backing up under Section 12.3. A direct claim involving other data is not excluded solely because it concerns data and remains subject to Sections 14.2 and 14.3.

14.2 Liability Cap. Except for Excluded Claims, each Party's aggregate liability arising out of or relating to this Agreement during any rolling twelve (12)-month period will not exceed five thousand pounds sterling (£5,000). A separately accepted commercial arrangement may expressly specify a higher liability cap for claims arising from that arrangement; unless it does so, the £5,000 cap applies. For clarity, the cap does not increase automatically by reference to royalties, revenue shares, contributor allocations, transaction value, stock value, turnover, sales volume or other commercial amounts.

14.3 Excluded Claims. "Excluded Claims" are: (a) a Party's fraud or fraudulent misrepresentation; (b) death or personal injury caused by a Party's negligence; (c) liabilities that cannot be limited or excluded by law; (d) Licensor's indemnity obligations under Section 3.3; (e) the Licensor's material breach of Section 2.2 (exclusive-licence restriction), or the Licensor's knowing or wilful attempt to revoke, reduce, impair, obstruct or interfere with NEET's rights under Section 2, including by granting or purporting to grant conflicting rights to a third party; (f) the Licensor's knowing or wilful unauthorised access to, interference with, or deliberate misuse of NEET systems, or other knowing or wilful conduct in breach of Sections 12.1, 12.2, 12.5 or 12.6 that creates a material security, fraud, legal-compliance or user-safety risk; (g) amounts expressly owed (including royalties due); (h) the Licensor's knowing material misrepresentation or deliberate concealment concerning ownership, licensing authority, eligibility or legal capacity, or AI/Automated Content rights or required disclosure under Sections 3.1, 3.5, 11 or 12.8–12.10; and (i) NEET's knowing or wilful exploitation of Submitted IP, including Registered IP, outside the scope of the rights expressly granted to NEET under Section 2.

15. Survival

15.1 Continuing Section 2 Rights. For Registered IP, the rights granted under Section 2, including Section 2.4, survive and remain effective for the duration stated there notwithstanding account closure, suspension, termination or expiry. For pending Submitted IP, the active submission-stage licence under Section 2.1 and

the corresponding exclusivity restriction under Section 2.2 survive account closure, suspension, termination or expiry until that submission is accepted as Registered IP or NEET permanently closes or archives it with no remaining review, appeal, correction or revalidation route.

15.2 Continuing Obligations. Sections 3.1–3.8, 4 (including accrued, continuing and unclaimed commercial amounts), 5.3–5.4, 6–10, 11 to the extent necessary to give effect to historical eligibility, capacity, authority, representation, succession or account/IP-alignment matters and claims arising from them, 12.3–12.11 and 13–21 survive to the extent necessary to give effect to their terms and to any continuing rights, obligations, accounting, audit, enforcement, dispute, security, compliance or record-retention requirements.

16. Severability; No Waiver; Notices

16.1 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force. The invalid provision will be deemed modified to the minimum extent necessary to make it valid and enforceable, reflecting the Parties' original intent.

16.2 No Waiver. A failure or delay by either Party to enforce any provision will not constitute a waiver of future enforcement of that or any other provision. Any waiver must be expressly given in writing by the waiving Party or its authorised representative.

16.3 Notices; Deemed Receipt. Formal notices must be in English. NEET may give formal notice to the Licensor (i) through the Licensor's Digital Sigil notification centre while account access is active, (ii) by email to the latest verified legal-contact email held for the Licensor, or (iii) by sending or delivering notice to the latest applicable postal or legal address held on file. A notice from NEET to the Licensor sent using a permitted method to the latest verified contact details then held by NEET is deemed received at the time it is sent, posted or otherwise dispatched, whether or not the Licensor opens, reads, acknowledges or logs in to view it. Failure by the Licensor to maintain access to a portal, email account or address, moving without updating contact details, an abandoned or unavailable contact channel, returned or undeliverable correspondence, or inaccurate contact details supplied or left uncorrected by the Licensor does not by itself prevent deemed receipt where NEET used the latest verified details then held on file and retains reasonable evidence of the notice, method, destination and dispatch time.

Where NEET has already verified a newer authorised representative, successor, estate or personal-representative contact applicable to the relevant right, obligation or entitlement, NEET will use the contact appropriate to the subject of the notice. Notices concerning current ownership, control, administration or compliance of transferred IP may be directed to the verified current rights-holder or controller; notices concerning historical commercial amounts may be directed to the person or entity entitled to those amounts; and notices concerning a historical breach, indemnity, fraud, misrepresentation or other responsibility may be directed to the person or entity responsible for that matter. Where a notice materially affects more than one such person or entity, NEET may give notice to each relevant party. A notice is not invalid solely because portal access has been closed or suspended.

The Licensor may give formal notice to NEET through an available designated Digital Sigil notice function, by email to legal@d-s.net, or by sending or delivering notice to NEET Systems Ltd at its registered office stated below. A Licensor notice through a designated Digital Sigil notice function is received when the system successfully records its submission. A Licensor notice by email is received when it reaches NEET's designated mail system, unless the sender receives a delivery-failure or rejection notification. A Licensor notice sent by tracked postal or courier service is received when the tracking record confirms delivery to

NEET's registered office. A Licensor notice sent by untracked post is received only when it is actually read by NEET staff and recorded as received; proof of posting alone does not establish receipt. NEET may require reasonable identity, authority or authenticity verification before acting on a notice where appropriate. Either Party may update notice details by written notice or, while available, through the portal.

This Section does not displace any mandatory statutory, court or regulatory service requirement that cannot lawfully be varied by agreement.

16.4 Post-Closure Legal Contact, Record Retention and Status Access. Account closure does not terminate NEET's need to preserve the legal, licensing and audit trail for pending Submitted IP or Registered IP subject to continuing rights under this Agreement. Subject to applicable law, NEET may retain and use the contact, identity, acceptance, submission, rights-evidence, ownership or authority history, moderation or appeal history, licensing, audit, commercial, accounting, tax, payment, dispute, claim and related records reasonably necessary to administer those continuing rights and obligations. NEET will not ordinarily treat those records as eligible for deletion or anonymisation while any Submitted IP remains pending, any Registered IP remains subject to continuing Section 2.4 rights, or any separate legal, accounting, tax, audit, payment, dispute, claim or record-retention requirement remains outstanding. Once no Submitted IP remains pending, no Registered IP remains subject to continuing rights, and no other applicable retention requirement remains, records may be deleted, anonymised or further reduced in accordance with applicable law and NEET's retention policies. Before or after closure, the Licensor must provide and keep current at least one legal-contact email or address for these purposes. Historical identity, contact, acceptance, submission, ownership and audit snapshots retained as evidence remain immutable and are not overwritten when current details change. A former Licensor may update post-closure legal-contact details or provide a required legal notice by contacting legal@d-s.net and completing any verification NEET reasonably requires. To regain portal access to view the status of pending or Registered IP after account closure, the former Licensor or verified successor/representative must reopen or recover an eligible Digital Sigil account, or create a new eligible account, complete the verification NEET reasonably requires, and have the relevant IP and associated records assigned or aligned to that account. Read-only viewing of existing IP status does not by itself require acceptance of a later IP Licensing Terms version, does not constitute re-acceptance, and does not change the controlling version under Section 9.2. The then-current applicable agreement or agreements must still be accepted before any new submission, registration or other workflow for which Digital Sigil validly requires current acceptance can proceed. Notices under Sections 4.7 and 16 may be sent to the latest legal-contact details retained on file even where portal access has ended.

- **To NEET Systems Ltd:** Email: legal@d-s.net; Address: 153a Camelot Close, Andover, England, SP10 4BQ.
- **To Licensor:** The latest verified legal-contact email and applicable legal or postal address held by NEET, including any verified post-closure legal-contact details.

17. Force Majeure

Neither Party will be liable for delay or failure to perform to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, epidemic/pandemic, war, terrorism, civil unrest, labour disputes, government action, power or Internet failures not caused by the affected Party, or failures of third-party hosting or platforms. Force majeure does not cancel, reduce or extinguish any underlying payment obligation. Where such an event genuinely prevents or materially obstructs the transmission, processing or receipt of a payment, the timing or mechanics of that payment may be suspended only for so

long as the impediment continues; the amount remains owed and must be paid or processed as soon as reasonably practicable after the impediment ends. The affected Party will use reasonable efforts to mitigate, provide notice without undue delay, and resume performance as soon as practicable.

18. NEET Materials; Derivative Ownership

18.1 NEET Materials. "NEET Materials" means any software, engines, code, tools, templates, designs, models, audio/visual assets, libraries, data, algorithms, documentation, know-how, and other materials created, owned, or controlled by NEET before or independently of this Agreement, and all enhancements, modifications, and improvements thereto.

18.2 Ownership. As between the Parties, NEET retains all right, title and interest in and to the NEET Materials and all original material, technical work and protectable new expression created by NEET in developing assets, Virtual Items, Digital Products or other Products under this Agreement, including NEET-created designs, models, geometry, topology, rigging, animation, shaders, textures, code, tooling, layouts, adaptations, audio-visual elements and technical implementations, whether those contributions are separable or are inseparably embodied in a derivative work, compilation or Product, to the extent the relevant rights arise from NEET's contribution (collectively, "NEET New Elements"). Nothing in this Section transfers ownership of the underlying Submitted IP or Registered IP to NEET. To the extent the Licensor may acquire any rights in NEET New Elements, the Licensor hereby assigns those rights to NEET and will execute reasonable documents to perfect that assignment if requested.

18.3 Underlying IP Unaffected. Ownership of the underlying IP remains with the Licensor or other underlying rights-holder, as applicable, and the Licensor retains whatever ownership, right, title or interest it actually holds. For any works created by NEET that incorporate protectable expression of that underlying IP, NEET's rights to make, use, distribute, display and monetise such works are governed by the exclusive licence granted under Section 2 and the survival provisions of Section 15.

19. Marketing & Promotional Use

19.1 Grant. The Licensor grants NEET a non-exclusive, worldwide, royalty-free licence to use the IP and Licensor Marks for the marketing, advertising, and promotion of Virtual Items and Digital Products that incorporate the IP, including without limitation on websites, app stores, social media, email, PR, press kits, showcases, trade events, investor materials, and in physical promotional media and merchandise (e.g., posters, packaging, retail displays, flyers, apparel and other branded promotional merchandise such as t-shirts, hoodies, hats, bags, and stickers). For Submitted IP that is not yet Registered IP, NEET may use these promotional rights as permitted by Section 2.1 to test market interest and to help identify possible ownership, infringement, conflicting-rights or other issues before registration or commercial release. Such publicity does not itself constitute registration, acceptance or a commitment by NEET to release a Product.

If the submission-stage licence ends prospectively under Section 2.1 because the non-Registered submission is permanently closed or archived with no remaining review, appeal, correction or revalidation route, NEET will cease new active promotion and will use reasonable efforts to remove or withdraw advertising and promotional material relating to that submission that remains under NEET's control.

The extent of third-party takedown activity will be determined by NEET acting reasonably and, where the lawful or current owner or authorised licensor of the affected IP has been verified and has stated a position, taking that position into account. Where more than one verified owner, licensor or other rights-holder has an

interest in the affected IP, NEET may assess the scope, territory, priority and authority of each verified right and need not treat one person's instruction as binding on all affected rights unless that person has shown sufficient authority to give that instruction. If verified rights-holders give conflicting instructions or competing rights remain unresolved, NEET may suspend, restrict or preserve the affected material while it seeks further evidence, agreement between the rights-holders, professional legal advice, a court or regulatory direction, or otherwise makes a reasonable protective decision consistent with the verified rights and applicable law. Where a verified rights-holder has sufficient authority over the affected rights to require complete third-party removal, NEET will use reasonable efforts to pursue removal or disabling of the affected material from relevant third-party platforms, agencies and providers. NEET may also take pre-emptive third-party removal action before the verified rights-holder's position or the final allocation of competing rights is known where NEET considers that reasonably necessary or appropriate.

NEET may retain non-public evidential, legal, regulatory, compliance, audit and historical records where permitted or required by this Agreement or applicable law.

Where the submission was publicly advertised and NEET determines that the Licensor knowingly or fraudulently claimed ownership, licensing authority or other rights that the Licensor did not possess, NEET will limit its public-facing and incident-remediation response to the corrective, protective, evidential and legally required actions reasonably necessary in the circumstances. The form, timing and content of any public correction, retraction, apology, notification or other response will be handled under NEET's internal procedures and applicable law rather than prescribed by this Agreement. This limitation on NEET's public-facing or incident-remediation response does not restrict NEET's contractual, financial, enforcement, reporting, recovery, indemnity, set-off, litigation or other legal rights or remedies against the offending Licensor or any other responsible person.

To the fullest extent permitted by law, the offending Licensor is responsible for all losses, damages, liabilities, claims, costs and reasonable expenses caused by that knowingly false or fraudulent rights claim and suffered or incurred by NEET or by the lawful or current owner or authorised licensor of the affected IP, including reasonable investigation, takedown, correction, retraction, notification, legal, platform and settlement or compensation costs. This includes reasonable third-party removal or disabling costs incurred because NEET elects to take pre-emptive action or because a verified lawful or current owner or authorised licensor requests broader or complete third-party removal. NEET may recover from the offending Licensor any such amounts that NEET pays or becomes liable to pay to the lawful or current owner or authorised licensor. This responsibility is subject to Sections 3.3 and 14.3. Nothing in this Agreement transfers to the offending Licensor any liability of NEET that applicable law does not permit NEET to exclude, restrict or transfer, and this paragraph does not otherwise create a general third-party enforcement right.

19.2 Co-Marketing and Sublicence. NEET may permit its distribution partners, platform providers, resellers, media agencies, advertising platforms and technical providers to use the IP and Licensor Marks solely to promote NEET's Products that incorporate the IP, subject to substantially similar restrictions. For Submitted IP that is not yet Registered IP, NEET may grant a limited promotional sublicence to advertising platforms, media agencies and technical providers solely as reasonably necessary for the pre-registration publicity, market-interest testing and ownership, infringement or conflicting-rights detection permitted by Sections 2.1 and 19.1. Such a pre-registration sublicence does not authorise commercial sale, licensing, distribution, activation or other end-user exploitation before registration and ends prospectively if the submission-stage licence ends under Section 2.1. On that end, NEET may require or request, as appropriate to its contractual, technical or practical control over the relevant recipient, removal or disabling of remaining promotional material in accordance with Section 19.1. The extent of such third-party removal is discretionary to NEET

subject to any verified position of the lawful or current owner or authorised licensor, and reasonable removal costs caused by a knowingly false or fraudulent rights claim are recoverable from the offending Licensor as stated in Section 19.1.

19.3 Brand Use; Client Guidelines. Any brand, style, colour, presentation or similar guidelines supplied by the Licensor are non-binding recommendations for NEET's consideration only and do not form mandatory design criteria or restrictions on NEET's rights under this Agreement. They do not create any approval, consent, veto or withdrawal right over NEET New Elements, assets developed by NEET, Products or Virtual Items, and do not require NEET to recolour, redesign, modify, withdraw, delist, replace or otherwise alter an existing or planned Product or Virtual Item. Later or changed recommendations do not invalidate or modify work already created, released, sold, distributed or in development, and NEET is not required to incur disproportionate cost, technical risk, consumer disruption or refund exposure in order to follow them. The Licensor may notify NEET of suspected factual misuse of Licensor Marks, but NEET retains final design, editorial and implementation discretion subject to applicable law and the rights expressly granted under this Agreement.

19.4 No Endorsement. Use of the Licensor Marks is for identification and promotional purposes only and does not imply Licensor's endorsement of NEET beyond this Agreement.

19.5 Publicity/Personality Rights. If the IP contains any person's name, image, voice, or likeness, the Licensor warrants that all necessary consents/releases for promotional use have been obtained and are included within the Licensor's warranties and indemnities (Sections 3.1–3.6).

19.6 Continuing Promotional Rights. Rights granted under this Section 19 continue for so long as and to the extent NEET remains entitled under Section 2.4 to create, develop, distribute, license, sell, support, maintain, update, localise, market or promote Products incorporating the relevant Registered IP. This includes promotional materials for Products created after account closure or service termination where those Products are otherwise permitted under Section 2.4, as well as archival, portfolio, store-page and historical references to Products and promotional materials previously released.

19.7 Promotional Merchandise. NEET may produce and distribute promotional merchandise (including apparel) free of charge to market Products incorporating the IP. Retail sale of such merchandise requires prior written consent from the person or entity with sufficient merchandising authority over the relevant IP, or a separate merchandising licence/schedule. A valid consent or merchandising permission already granted before a verified transfer or change of control continues according to its existing terms and is not revoked solely because ownership or control of the IP changes. Any new consent, extension, expansion or replacement of that permission after the verified transfer or change of control must come from the verified current rights-holder, controller or other person with sufficient merchandising authority.

20. Use of AI/Automated Tools by NEET

20.1 Tool Use for Development. NEET may use AI/Automated Tools to process, transform, edit, enhance, animate, upscale, tag, caption, synthesise audio or voice, and otherwise develop the IP for the creation, distribution, support, and promotion of the licensed Virtual Items and Digital Products (and related promotional materials under Section 19).

20.2 No Training to Create New IP. NEET will not use the IP (or derivatives thereof) to Train any foundation, base, or general-purpose model, or to develop models or outputs intended to generate content that is not the Licensor's IP ("new/unrelated IP"). NEET will not include the IP in any dataset used for such Training.

20.3 Product-Bound Customisation. For the avoidance of doubt, NEET may use prompting and other non-training operational processing (inference) solely to produce outputs that incorporate or are derived from the IP for the licensed Products.

20.4 Third-Party Providers. NEET may engage reputable third-party service providers to perform processing described in 20.1, provided such providers are bound by terms prohibiting use of the IP for Training other models or services beyond providing the requested processing to NEET.

20.5 Continuing Application. For pending Submitted IP, this Section 20 applies for so long as the Section 2.1 submission-stage licence remains active, including after account closure where that licence survives under Sections 5 and 15. For Registered IP, this Section 20 continues for so long as and to the extent NEET remains entitled under Section 2.4 to create, develop, distribute, support, maintain, update, localise, market or promote Products incorporating the relevant Registered IP, including Products first created after account closure or service termination. The restrictions in Sections 20.2–20.4 continue to apply throughout any such processing.

21. Export Controls and Sanctions

21.1 Compliance. Each Party represents and warrants that it (and its directors/officers) is not (a) a target of, owned or controlled by a target of, or located in a country/region subject to comprehensive economic sanctions, and (b) listed on any applicable sanctions or restricted party list administered by the UK, EU, or US authorities.

21.2 Undertakings. Each Party will comply with all applicable export control, re-export, anti-boycott, and sanctions laws and regulations (including those of the UK, EU, and US) in connection with this Agreement. The Licensor will not provide IP that is subject to export restrictions requiring government authorisation without first notifying NEET in writing and obtaining such authorisation.

21.3 Remedies. NEET may immediately suspend or withhold affected performance or payment, freeze relevant amounts, block transactions, suspend affected services or distribution or channel activity, terminate future affected service or channel obligations, and take any reporting, licensing or compliance action reasonably necessary to comply with applicable sanctions or export-control law. An accrued commercial amount is not cancelled, forfeited or transferred solely because payment or dealing is prohibited or frozen by sanctions; it will remain recorded and frozen or withheld unless applicable law, an Office of Financial Sanctions Implementation (OFSI) or other competent-authority licence, a binding court or regulatory order, or another legal requirement requires different treatment. Existing licence rights, accrued rights and obligations, including NEET's continuing rights in Registered IP, remain preserved to the extent permitted by applicable law, but nothing in this Agreement requires either Party to take or continue an act that would itself breach applicable sanctions or export-control law.