

USER TERMS AND CONDITIONS

1. INTRODUCTION

These Terms and Conditions apply for your use of the Platform and the Services provided by MasterExchange AB, a Swedish limited liability company with registered address BOX 107, 182 05 Djursholm, Sweden and with company registration number 559360-7681 ("**MasterExchange**") and constitutes the agreement between you and MasterExchange. Note that the [Privacy Policy](#) constitutes an integral part of the Terms and Conditions.

By accessing the Platform or by creating an account on the Platform, you (the "**Opus User**") will get access to the Platform and the Services. In order to use the Services, you must first read and accept to adhere to, as may be amended from time to time, these Terms and Conditions.

2. DEFINITIONS

"Agreement" shall mean these Terms and Conditions.

"Catalog" shall refer to a collection of music rights and related assets owned by the Catalog Owner.

"Catalog Owner" shall mean the legal entity or individual owning the master rights to the music tracks and related assets within a Catalog.

"Content" shall mean any documents, data, or information uploaded, submitted or otherwise provided in the Data Room.

"Data Room" shall mean the secure digital space on the Platform where Catalog Owners can upload, store, and manage documents, data, and information related to their music assets.

"Platform" shall mean the online platform operated by MasterExchange and available on <https://investor.pointsowl.com>.

"Privacy Policy" shall mean the [Privacy Policy of MasterExchange](#), as may be amended from time to time.

"Services" shall mean the web-based tools, services, and communications provided to Opus Users to facilitate access to Catalogs and deal flow.

3. ELIGIBILITY AND ACCOUNT CREATION

To be eligible for registration of an account, you must be at least eighteen (18) years old and have legal capacity under the laws of the jurisdiction of your residency. You may not be subject to any guardianship or similar limitation in terms of your legal capacity.

To access the Platform and the Services you need to create an account and you must thereby provide the following information:

- E-mail address
- Phone number
- First name
- Last name
- Password

Accounts are limited to one (1) account per Opus User. If an Opus User registers, exploits, violates, or otherwise utilizes multiple accounts, MasterExchange may, subject to Section 18 of these Terms and Conditions, close some or all of the accounts registered in the Opus User's name (or a third-party's name) and terminate future usage of the services for the Opus User in question.

4. OBLIGATIONS OF THE OPUS USER

By accepting the Terms and Conditions, you accept and acknowledge that:

- (1) The information provided by you when signing up and registering your account at the Platform, or information provided to MasterExchange upon request, including but not limited to information about your name and other personal information, are true, up to date and correct in any and all aspects.
- (2) The Services may only be used for legitimate purposes, and you will only use the Services in accordance with the Terms and Conditions, applicable laws and MasterExchange's guidelines, and you will not use the Services in any fraudulent, disruptive, or abusive behavior.
- (3) You may not use any robot, spider, scraper, data mining tools, data gathering, and extraction tools, or other automated means to access the Service for any purpose, except with the prior written approval from MasterExchange.
- (4) You may not share personal, confidential, or private information that belongs to others, including, but not limited to, Catalog Owners.

5. THE PLATFORM

5.1 About the Platform

The Platform is a comprehensive, web-based ecosystem designed to facilitate interaction between Opus Users and Catalog Owners. Through the platform, Opus Users can get access to, view, and analyze music rights offered by Catalog Owners.

Furthermore, Opus Users can get access to customized communications regarding trends, opportunities, and updates related to Catalogs. Opus Users can also gain access to deal flow related to Catalogs, including potential investments or acquisition opportunities.

More information about MasterExchange and the Platform is available on <https://investor.pointsowl.com>.

5.2 Utilization of the Services

As part of the Services, Catalog Owners, which, for the benefit of the doubt, can include Opus Users, have the option to share information about their Catalog(s) (“**Catalog Sharing**”).

Catalog Sharing is made available via the Platform and provided as a feature to Catalog Owners for the purpose of allowing a potential purchaser, including other Opus Users, to evaluate the Catalog in order to facilitate the sale of a Catalog, in whole or in part. A Catalog Owner will be able to generate an overview of its Catalog(s), in whole or in part, which may then be shared with third parties.

Catalog Owners may also invite third parties to their Data Room to review specific Content. This allows for a more detailed evaluation of the Catalog and associated documents, data, and information. Catalog Owners are responsible for managing the Data Room invitations and ensuring that only authorized parties have access to their Data Room.

Before any detailed information is shared, the parties are encouraged, but not obligated, to sign a non-disclosure agreement (“**NDA**”).

While MasterExchange provides a template NDA for convenience, the negotiation and agreement of the NDA terms are solely between the Catalog Owner and the third party. MasterExchange accepts no liability for the terms, enforceability, or any breaches of the NDA. Similarly, you hereby acknowledge and agree that MasterExchange is not a party to the NDA and shall not be deemed to be involved in any aspect of the NDA or any other legal arrangement between the parties.

You understand and agree that you are responsible for ensuring that access to the Data Room is not shared with unauthorized parties.

Under no circumstances shall you have any claim, demand, or cause of action against MasterExchange arising out of or relating to the disclosure of information, including confidential information, in connection with Catalog Sharing or Data Room invitations.

You shall indemnify, defend, and hold harmless MasterExchange, its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys’ fees) arising out of or in connection with any breach of this Agreement or any act or omission by you in connection with this Agreement, including Catalog Sharing or Data Room invitations.

5.3 Communication and login with MasterExchange

The communication between you and MasterExchange can take place directly on the Platform. MasterExchange may also communicate through direct messages via e-mail or other communication. All communication will be in English or Swedish.

You should keep your password confidential at all times. If you believe that the confidentiality of your password has been compromised in any way, you should contact MasterExchange as soon as possible to avoid abuse of your account.

6. PLATFORM FEES

As an Opus User, you can access the Services for free.

However, if an Opus User and Catalog Owner reach an agreement regarding a purchase of Catalog(s) as a result of the Opus User utilizing the Services, MasterExchange shall charge a facilitation fee for its Services (the “**Fee**”). The Fee is determined as two per cent (2%) of the purchase price of the sold music asset(s).

The Fee is only charged upon the successful completion of the purchase and is based on the final purchase price agreed upon by the Opus User and Catalog Owner. MasterExchange will invoice the Opus User the applicable Fee, and payment shall be due within thirty (30) days of the invoice date.

To ensure the proper application of the Fee, the Opus User warrants and agrees to notify MasterExchange in writing within ten (10) days of any Catalog purchase, including purchase details and parties involved, and provide MasterExchange with documentation confirming the terms and completion upon request.

The Opus User warrants that all information provided to MasterExchange regarding the purchase of Catalog(s) shall be accurate, complete, and truthful, and the User agrees to cooperate fully with MasterExchange.

7. PERSONAL DATA

MasterExchange handles your personal data in accordance with the General Data Protection Regulation (commonly known as “**GDPR**”), which regulates how personal data should be processed. GDPR aims to protect people from their personal information being treated abusively or otherwise inappropriate.

MasterExchange saves information provided by you when you register as a User, and information provided by you in connection with completion and/or updating of information. MasterExchange may supplement this information with other private or public records due to a legitimate interest with a legal basis under Article 6 GDPR.

MasterExchange is required to save certain information and in some cases to submit information to authorities in accordance with current laws and regulations.

For more information on the handling of personal data, please see [MasterExchange’s Privacy Policy](#).

8. INTELLECTUAL PROPERTY

The Services are legally protected, including copyrights, trademarks, service marks, patents, trade secrets, and other rights and nothing in the Terms and Conditions shall be interpreted as a transfer of any such intellectual property to you.

9. AMENDMENTS

These Terms and Conditions are in place until further notice, and to the date you or MasterExchange choose to terminate the Agreement. Due to commercial reasons, regulatory changes and authority requirements, and/or security reasons, MasterExchange may change these Terms and Conditions from time to time. Such an update will be communicated to you either via e-mail or by notification through the Platform.

The changed terms apply to new Opus Users as of the date they are published on the Platform.

Already existing Opus Users are bound by the amended terms 14 days after notification and publishing on the Platform.

If an Opus User does not approve the amended terms, the Opus User should terminate the agreement within 14 days of the amended terms being published on the Platform or after the notice via e-mail.

10. UPDATES AND TECHNICAL CHANGES

To keep the Services as relevant and functional as possible for you, MasterExchange reserves the right to make changes and updates to the Services without notice or liability.

11. NO RECOMMENDATIONS OR ADVICE

All content and information about Catalog(s), including but not limited to, Content, Catalog Sharing, Data Room availability, master rights, songwriters, artists, the Catalog's financial performance, stability, recoupment status, missing statements, third-party involvement, listings on charts, or any similar information provided on the Platform, in a Data Room or otherwise in connection with the Services, shall not be understood as investment recommendations, but as informative, educational information intended to be evaluated by you as a Opus User. Furthermore, these details should not be understood as guarantees of accuracy. MasterExchange does not warrant or represent its completeness, accuracy, or timeliness. MasterExchange shall not be held liable for any inaccuracies or discrepancies in this information. Past revenue performance of a song should not be construed as indicative of future revenues.

MasterExchange does not make recommendations or offer investment advice and is not responsible for any third-party recommendations or investment advice provided on the Platform, Data Room, or otherwise in connection with the Services, which for the benefit of the doubt includes Catalog Sharing. You are solely responsible for evaluating the merits and risks associated with the information provided before making an investment decision.

Investing in Catalogs and music assets will be associated with risking your capital. Past performance is no guarantee for future performance and the value of a Catalog may both increase and decrease. It is not guaranteed that you will get your invested capital back.

Any valuation of the Catalog(s) and the corresponding music assets in connection with the Services, is solely an estimate and may deviate significantly from the actual market price.

You agree not to hold MasterExchange or any third-party provider liable for any possible claim for damages arising from any decision you make based on information on the Service (including information derived from or by Catalog Sharing or the Data Room) or elsewhere.

12. LIMITATION OF LIABILITY

The Services are provided on an “as is” basis and “as available” basis without any warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. MasterExchange cannot warrant an uninterrupted, or error-free experience when using the Services, or that any Content will be secure or not otherwise lost or altered. No oral or written information or advice from MasterExchange shall be construed as to create a warranty.

MasterExchange makes no warranties or representations regarding the Content, information, calculations, or anything else presented on the Platform. The Opus User acknowledges and agrees that the use of the Services is at their own risk and that they are responsible for maintaining appropriate backup of their Content and data.

Unless for our gross negligence or willful misconduct, MasterExchange or its directors, employees, contractors, or partners are not liable for any damages, including but not limited to, loss of money, goodwill, data, or other intangible losses as a consequence of you using the Services.

MasterExchange assumes no liability or warranty for non-operability or impaired accessibility to the Services due to, but without limitation to, technical difficulties or dependence on the services of third parties.

Any analysis, performance by, or valuation of a Catalog in connection with the Services is solely an estimate and shall not be considered as the actual market price and MasterExchange shall not be held liable for any valuation that later proves to deviate, also in cases of significant deviations, from the price of the Catalog.

The Services may be integrated with third-party applications, meaning applications, websites, and/or services to make available content, products, and/or services. You accept and acknowledge that MasterExchange does not endorse, and is not responsible or liable for the behavior, features, or content of any third-party application.

13. OPUS USER WARRANTIES

By using the Platform and the Services the Opus User warrants and represents:

- To maintain the confidentiality of all Content shared within the Data Room and not to share, copy, or distribute any Content without the explicit written consent of the Catalog Owner;
- To conduct your own independent due diligence before making any investment or transaction decisions. While MasterExchange facilitates access to deal flow and information, we do not guarantee the accuracy, completeness, or reliability of the Content;
- That while the Catalog Owner is required to provide accurate and up-to-date information, MasterExchange does not review nor assume any responsibility for verifying the accuracy of the Content made available in the Data Room;
- That you are solely responsible for evaluating the merits of any investment or acquisition opportunity and that MasterExchange is not liable for any financial loss, misrepresentation, or failure related to any decision made based on the Content accessed or otherwise facilitated through the Platform;
- To not attempt to bypass or circumvent the Platform process, including any fees, terms, or agreements set forth by MasterExchange; and
- That your use of the Platform and Services comply with all applicable laws and regulations, and that you will not use the Platform for any unlawful, fraudulent activities.

14. INDEMNITY

You agree to indemnify and hold harmless MasterExchange and our employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from, or arising out of your use of the Services, any breach of the warranties and representations, infringements or violations of any third-party rights, including but not limited to, intellectual property rights, privacy rights, or other rights of any third party, and any claims from failure to comply with applicable laws or misuse of the Services.

15. SEVERABILITY AND NO WAIVER

If any terms of the Terms and Conditions prove to be invalid for any reason, in full or in part, the remaining terms of the Terms and Conditions will still continue to apply in full.

In the event that MasterExchange fails to exercise or enforce any right or term of the Terms and Conditions, that will not constitute a waiver of such right or term.

16. COMPLAINTS AND GOVERNING LAWS

Swedish law is applicable to these Terms and Conditions. However, these Terms and Conditions do not limit any consumer rights to which you may be entitled to under mandatory consumer protection law of the country in which you reside.

If you are dissatisfied with the Services offered by MasterExchange, you must submit your complaint and any claim for compensation to MasterExchange without delay when you have identified the circumstance to which the complaint relates or when it would be considered on reasonable grounds that you should have identified it.

If you cannot reach an agreement with us or are not satisfied with the resolution of your query, you may refer to an Alternative Dispute Resolution (ADR) entity. Please note that you can file a complaint with The National Board for Consumer Disputes (ARN, Allmänna Reklamationsnämnden):

Website: <https://www.arn.se>,

E-mail address: arn@arn.se, and

Postal address: ARN, Box 174, 101 23, Stockholm Sverige.

You can also bring the complaint to the European Online Dispute Resolution (ODR) platform which is provided by the European Commission as an access to quality dispute resolution tools. The ODR platform is not connected to any trader and can be used in all EU languages. The detailed information and access to the platform can be found here: <https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>

MasterExchange may also institute legal proceedings at a court in another country where you are resident or have assets.

17. FORCE MAJEURE AND MATERIAL CHANGES

MasterExchange assumes no liability or responsibility for failures in providing the Services if they are caused by an event outside MasterExchange's control. These events include, but are not limited to i) weather conditions such as earthquakes, tidal waves, floods, or fire, ii) war, an epidemic or pandemic, hostilities, invasion, embargo, revolution, civil war, riot, strikes, lockouts, acts or threats of terrorism or commotion, iii) failures of systems, public or private telecommunication networks, communication lines, software, hardware or other equipment of the Services or any third-party service provider, or iv) third party force majeure. In case of any event such as these, MasterExchange will notify the Opus User, as soon as possible under the circumstances of the event, of what suitable arrangements we decide to implement.

18. TERMINATION OF THE SERVICE AND ACCOUNT CLOSURE

MasterExchange reserves the right to, in its sole and absolute discretion and without advance notice, change, suspend, restrict, or terminate any aspect, Content, or feature of the Services.

If you breach any provision of these Terms and Conditions or we have a reasonable ground to suspect that you have breached them, MasterExchange reserves the right to refuse your

registration and to suspend or close your account. MasterExchange will automatically close your account if:

1. you, in conjunction with the opening of an account, provided incorrect information about yourself, or upon request by MasterExchange do not provide documentation substantiating the information submitted during registration; and/or
2. you breach the rules in the Terms and Conditions.

Opus Users who wish to close their accounts may do so by contacting MasterExchange at support@masterexchange.com.

Account closure requests will be processed in a timely manner, and users will be notified of the closure once the process is complete. Please note that certain regulatory and legal requirements may necessitate the retention of user data, as outlined in our privacy policy.

19. CONTACT INFORMATION

If you have any questions about these Terms and Conditions or any other queries, please contact MasterExchange at support@masterexchange.com, or:

MasterExchange AB
Box 107
182 05 Djursholm
Sweden