

TERMS AND CONDITIONS FOR DESKTOP AUDIT SERVICE

Last updated: April 16, 2025

These Terms and Conditions (the “Agreement”) govern the provision of desktop audit services offered via **PointsOwl**, a service operated by **MasterExchange AB**, a Swedish limited liability company with registered address BOX 107, 182 05 Djursholm, Sweden and company registration number 559360-7681 (below referred to as “PointsOwl”).

By requesting or engaging in a desktop audit through PointsOwl (www.pointsowl.com), the client (the “Client”) agrees to be bound by the terms set out herein.

1. OBJECT AND SCOPE

PointsOwl provides royalty desktop audits to identify potential underpayments and/or uncollected royalties. The desktop audit is performed remotely using proprietary technology, including artificial intelligence (AI), and is supplemented by manual review where necessary.

The Client acknowledges and agrees that:

- The desktop audit is based solely on the data provided by the Client and third-party data sources.
- PointsOwl does not guarantee the completeness or accuracy of the findings.
- The service is provided at no upfront cost, subject to a success-based fee as detailed in Section 2.

At the Client’s request, PointsOwl may assist in the collection of identified amounts.

2. FEES AND PAYMENT

- PointsOwl is entitled to a **success-based fee of 20% of any Recovered Royalties**, meaning royalties, payments, or financial entitlements identified and successfully retrieved as a result of the desktop audit, whether recovered directly by the Client or via

third parties (e.g., collection societies, sub-licensors, distributors, or agents).

- If the Client had already identified potential discrepancies prior to the desktop audit and informed PointsOwl, the fee may be subject to adjustment through writing.
- Fees are calculated on the **net amount recovered**, after deducting external recovery costs where applicable (e.g., legal or administrative fees).
- Payment is due within **30 days** of receipt of Recovered Royalties by the Client.
- Interest on late payments shall accrue at **8% per annum** from the due date until payment is received in full.

3. CLIENT WARRANTIES

The Client represents and warrants that:

- It has the legal authority to engage PointsOwl and to provide access to relevant royalty data;
- It has secured all necessary consents and approvals to disclose such data;
- It will notify PointsOwl in writing within **14 days** of receiving any Recovered Royalties;
- It is responsible for any third-party costs incurred in royalty recovery, unless otherwise agreed.

4. CONFIDENTIALITY

All information provided by the Client shall be treated as confidential and used solely for the purpose of conducting the desktop audit. PointsOwl shall take appropriate measures to protect such data and shall not disclose it to third parties without the Client's prior written consent, except as required by law.

Likewise, any information, materials, or proprietary methods shared by PointsOwl with the Client in connection with the audit shall be treated as confidential by the Client and used solely for the purpose of recovering royalties identified through the audit. The Client shall not disclose such information to third parties without PointsOwl's prior written consent, except as required by law.

5. POINTSOWL WARRANTIES AND DATA PROTECTION

PointsOwl warrants that it will not disclose or share any information related to the desktop audit, including documentation, findings, or data, to any external parties without the prior written consent of the Client, except as required by law.

PointsOwl processes personal and financial data in compliance with the General Data Protection Regulation (GDPR).

By engaging the desktop audit service, the Client consents to:

- The processing and storage of relevant data for the purpose of conducting the desktop audit;
- The use of data to improve PointsOwl's AI systems and desktop audit methodologies, including through the use of third-party AI services.

For more information, please see the Privacy Policy available at www.pointsowl.com.

6. DISCLAIMER OF LIABILITY

The desktop audit services are provided "as is" and "as available." PointsOwl disclaims all warranties, whether express or implied, including fitness for a particular purpose and non-infringement.

PointsOwl shall not be liable for:

- Indirect or consequential damages;
 - Decisions made based on desktop audit results;
 - Disputes arising from third-party rulings on royalty claims;
 - Inaccuracies due to incomplete or incorrect data provided by the Client.
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7. TERMINATION

Either party may terminate the engagement in writing prior to the commencement of the desktop audit.

If the Client terminates after royalties have been identified and shared with the client, the Client remains liable for the applicable success-based fee.

8. FORCE MAJEURE

PointsOwl and MasterExchange AB shall not be liable for any delay or failure to perform due to causes beyond their reasonable control, including but not limited to:

- Natural disasters (e.g., earthquakes, floods, fire);
- War, civil unrest, strikes, terrorism, or pandemics;
- Failures in telecommunication or IT systems;
- Government actions or third-party service failures.

In such events, the Client will be notified as soon as possible, along with any alternative arrangements considered.

9. GOVERNING LAW AND DISPUTES

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

Any dispute shall be settled by arbitration under the **London Court of International Arbitration (LCIA)** rules, with arbitration seated in **London** and conducted in **English**.

10. CONTACT

For questions or support related to the desktop audit service, please contact:

hello@pointsowl.com
www.pointsowl.com