MASTER AGREEMENT

26-10-2026

How this Agreement is organised. Part I — General Terms (clauses 1–19) applies to everyone. Part A — Brand Terms (clauses A1–A9) apply additionally if you use the Platform as a Brand. Part B — Creator Terms (clauses B1–B10) apply additionally if you use it as a Creator. Where Part A or Part B differs from Part I, that Part prevails for the User it applies to.

PART I — GENERAL TERMS

These General Terms apply to all Users of the Platform. Part A applies additionally to Brands. Part B applies additionally to Creators. In the event of conflict, Part A or Part B (as applicable to the relevant User) prevails over Part I.

1. Introduction and Acceptance

1.1. This Master Agreement (the "**Agreement**") governs access to and use of the Spiry platform available at app.spiry.com, and any other website or subdomain operated by Spiry that links to this Agreement (together, the "**Platform**").

1.2. The Platform is operated by **Spiry Ltd**, a company incorporated under the laws of the Republic of Cyprus, registration number HE 479622, with its registered office at Arch. Makariou III & Orfeos, 67 & 2B, Office 104, 1070 Nicosia, Cyprus ("**Spiry**", "**we**", "**us**", "**our**").

1.3. This Agreement constitutes a public offer. You accept it by ticking the acceptance box during registration.. If you do not agree, do not register for or use the Platform.

1.4. **Authority to bind.** Where you accept this Agreement on behalf of a company or other legal entity, you represent and warrant that you are duly authorised to bind that entity.

1.5. Spiry records each acceptance of this Agreement, including the accepting user, role, version and timestamp.

1.6. This Agreement incorporates by reference the Privacy Policy and the Cookie Policy.

1.7. **Changes.** We may amend this Agreement to reflect product changes, new features or changes in applicable law. The current version is always published on the Platform and/or on a website. Amendments take effect upon publication, save that we will notify Users of material

changes (including changes to fees or to key commercial terms) by email or via the Platform at least seven (15) days before they take effect, or such longer period as may be required by law. Continued use of the Platform after the effective date constitutes acceptance of the amended Agreement. Deals concluded before the effective date remain governed by the version in force at the time of conclusion.

2. Definitions

The following definitions apply throughout this Agreement, including Part A and Part B.

"Acceptance" means the Brand's approval of the Creator's performance under a Deal, whether given expressly or determined by Spiry under clause A5.

"Brand" means a User that engages Spiry to procure influencer marketing services.

"Business day" means a day other than a Saturday, Sunday or public holiday in the Republic of Cyprus.

"Brief" means the specification of the work required under a Campaign, prepared by the Brand.

"Campaign" means a marketing initiative created by a Brand on the Platform.

"Commission" means the fee retained by Spiry for its services, as specified on the Platform.

"Content" means creative materials produced, submitted, published or otherwise made available in connection with a Deal.

"Creator" means an individual or entity that provides content creation and publication services to Spiry as an independent subcontractor.

"Deal" means an accepted Offer, together with the Deal Terms applicable to it.

"Deal Terms" means the commercial and operational terms of a particular Deal as recorded on the Platform, including fees, deliverables, platforms, timing and content usage rights.

"Deal value" means the total amount payable by the Brand for a Deal, comprising the fee due to the Creator, the Commission, and any taxes, charges or adjustments applied in accordance with clause A9, in each case as shown in the Deal Terms and in the Settlement Documentation.

"Offer" means a proposal issued through the Platform to a Creator to perform work under a Campaign.

"Outstanding Earnings" means amounts credited to a Creator on the Platform that are due for payment by Spiry.

"Prepaid Balance" means funds paid by a Brand to Spiry in advance of services, recorded on the Platform.

"Release" means a publication made by a Creator in the performance of a Deal.

"Reserved Campaign Budget" means the portion of a Brand's Prepaid Balance allocated to a specific Deal and not available for allocation to other Deals.

"Settlement Documentation" means the documentation issued or made available through the Platform on Acceptance, reflecting the fee due to the Creator, the Commission, any taxes or charges applied, and the resulting Deal value.

"User" means any person who registers for or uses the Platform, whether a Brand or a Creator.

"Verification Providers" means the licensed third-party providers engaged by Spiry to perform identity and business verification.

"Workspace" means the isolated environment on the Platform associated with a particular Brand.

3. Relationship of the Parties

This clause defines the legal architecture of the Platform. All other provisions are to be construed consistently with it.

3.1. Spiry acts as a **full-cycle influencer marketing service provider**. Spiry contracts with Brands in its own name and provides services to them directly and through independent subcontractors.

3.2. **Brands.** A Brand engaging Spiry through the Platform is a client of Spiry. The Brand's contractual counterparty for all services procured through the Platform is Spiry, and no other person.

3.3. **Creators.** A Creator performing work through the Platform does so as an **independent subcontractor of Spiry**. The Creator's contractual counterparty is Spiry, and no other person.

3.4. **No contractual relationship between Brand and Creator.** No contract is formed between a Brand and a Creator by reason of a Deal concluded through the Platform. The Deal Terms record the specification and commercial terms on which Spiry procures the work from the Creator and supplies the corresponding services to the Brand; they are performed through each party's separate agreement with Spiry.

3.5. **Payments.** Amounts paid by a Brand to Spiry are consideration for Spiry's own services. Any payments made by Spiry to Creators are made in discharge of Spiry's own payment obligations to them. Spiry does not hold, transmit or safeguard funds on behalf of any User, does not issue electronic money, and does not act as a payment service provider, escrow agent or intermediary.

3.6. **No agency, partnership or employment.** Nothing in this Agreement creates a partnership, joint venture, agency, franchise or employment relationship between Spiry and any User, or between Users. Clause B1 sets out the basis on which Creators work.

3.7. Each User is responsible for its own tax, social security and regulatory obligations arising from its activity.

4. Eligibility and Registration

4.1. You must be at least 18 years old and have the legal capacity to enter into this Agreement.

4.2. You represent and warrant that you are not subject to any applicable sanctions, embargoes or trade restrictions, and that your use of the Platform does not violate them.

4.3. You must provide accurate, current and complete information on registration and keep it up to date. You are responsible for the confidentiality of your credentials and for all activity carried out under your account.

4.4. Where a Workspace supports multiple users, the account holder is responsible for the acts and omissions of the users it invites and for managing their access rights.

4.5. You must notify us without undue delay at support@spiry.com of any suspected unauthorised access to your account.

5. Verification

5.1. Access to certain functionality, and in particular to payments and payouts, is conditional on completing identity and business verification (KYC/KYB).

5.2. Verification is carried out by Verification Providers. Identity documents and related materials are submitted to and held by those providers under their own terms; Spiry receives verification status and a limited set of attributes required to comply with applicable legal requirements and the requirements of our payment partners.

5.3. We may request additional information or documents where required by law, by our payment partners, or by the circumstances of a particular case.

5.4. Failure to complete verification, or the provision of inaccurate information, may result in delayed payouts, restricted functionality, suspension or termination.

6. Acceptable Use and Moderation

6.1. You must not use the Platform to: (a) breach any applicable law, or infringe the intellectual property, privacy or other rights of any person; (b) facilitate money laundering, terrorist financing or sanctions evasion; (c) promote hatred, violence or harassment, or publish sexually explicit material involving minors or non-consensual acts; (d) offer or promote illegal or regulated goods or services without the necessary authorisations; (e) distribute malware or spam, or interfere with the security or integrity of the Platform; or (f) scrape or extract data from the Platform without our permission.

6.2. You must not artificially inflate, manipulate or misrepresent audience or performance metrics, whether by purchasing engagement, using automated traffic or otherwise.

6.3. You must not circumvent, disable or interfere with the Platform's review, moderation or verification processes.

6.4. **Third-party platforms.** Activity agreed through the Platform is carried out on third-party social platforms. You are responsible for complying with the terms, policies and advertising rules of those platforms and for holding any accounts or permissions required. Spiry does not control those platforms and is not responsible for their decisions, including changes to their terms, algorithms or interfaces, or the restriction, suspension or removal of any account or publication. **YouTube**. The Platform uses YouTube API Services. By using the Platform, you agree to be bound by the YouTube Terms of Service. Our use of data obtained through YouTube API Services is described in section 16 of our Privacy Policy. Google's privacy practices are described in the Google Privacy Policy.

6.5. **Communications on the Platform.** Communications relating to a Deal should be conducted through the Platform. We retain records of such communications as part of the Deal record, and may review them where necessary to operate the Platform, resolve a dispute under clause A5, investigate suspected breaches of this Agreement, or comply with a legal obligation. We do not review communications for any other purpose.

6.6. **Notice and Action Mechanism.** Any individual or entity may notify us of information on the Platform they consider to be illegal content by email to support@spiry.com.

A valid notice must include:

(a) a sufficiently substantiated explanation of why the information is considered to be illegal content;

(b) a clear indication of the exact electronic location of the information (e.g. precise URL(s) or other unique identifier);

(c) the name and email address of the person or entity submitting the notice (except where the notice concerns an offence referred to Articles 3 to 7 of Directive 2011/93/EU);

(d) a statement confirming the good-faith belief that the information and allegations in the notice are accurate and complete; and

(e) where the notice is submitted on behalf of a rights holder, a statement that the person or entity submitting it is authorised to act.

6.7. **Statement of Reasons**. Where we restrict information provided by a User (removal, disabling access, suspension of account, etc.) on the grounds that it is illegal content or incompatible with this Agreement, we will provide the affected User with a clear and specific statement of reasons. The statement will set out the facts and circumstances relied on, the legal or contractual grounds, and information on redress options.

6.8. **Internal Complaint-Handling System**. A User may complain about a decision referred to in Clause 6.7 for a period of at least six (6) months following the decision. Complaints are free of charge and may be submitted by email to support@spiry.com. We handle complaints in a timely, non-discriminatory, diligent and non-arbitrary manner and not solely by automated means. Where a complaint shows that the information is not illegal content and is not incompatible with this Agreement, we will inform the complainant of our decision and of the possibility of out-of-court dispute settlement and other redress.

6.9. **Repeat infringement.** We may suspend, after prior warning and for a reasonable period, the provision of services to Users who frequently provide manifestly illegal content and may terminate the accounts of repeat infringers.

7. Non-Circumvention

7.1. The Platform's commercial model depends on Deals being concluded through it. Accordingly:

(a) where a **Brand** concludes a direct engagement outside the Platform with that Creator, whose contact details it obtained through the Platform (including through Spiry's discovery database and whether or not the Creator is registered on the Platform) clause 7.3 applies to the Brand; and

(b) where a **Creator** registered on the Platform concludes a direct engagement outside the Platform with a Brand to which the Creator was introduced through the Platform, clause 7.3 applies to the Creator.

In each case clause 7.3 applies only where the direct engagement is concluded within six (6) months of the last Offer or Deal between the parties on the Platform or, where no Offer was made, of the date on which Creator was introduced to the Brand through the Platform.

7.2. This clause does not apply to relationships that existed before the relevant party began using the Platform, and in particular does not apply to creators contained in a Brand's own database imported into the Platform. The test is whether the introduction originated through the Platform. A creator is introduced to a Brand through the Platform when the Brand first obtains access to that creator's contact details through it.

7.3. Where clause 7.1 applies, the Brand or the Creator concerned shall pay Spiry an amount equal to the Commission that Spiry would have earned had the engagement been concluded through the Platform. Spiry may suspend or terminate the account of a party that fails to pay that amount.

8. AI Features

8.1. The Platform provides AI-assisted functionality, which may include, analytics, outreach drafting and publication checks. This functionality is informational and supportive in nature.

8.2. Material decisions — including whether to conclude a Deal, whether to accept performance and whether to release payment — are subject to human confirmation, unless otherwise expressly stated on the Platform for a specific feature.

8.3. Scores, insights, forecasts and recommendations do not constitute professional advice and carry no guarantee of accuracy or of any commercial outcome. Outcomes depend on factors outside Spiry's control, including market conditions, audience behaviour and the policies of third-party social platforms. Spiry is not liable for losses arising from reliance on such functionality.

8.4. AI-generated drafts and suggestions are your responsibility once you approve, send or publish them.

9. Data and Content Used for Service Improvement

9.1. Spiry may use data generated on or through the Platform solely in aggregated and/or de-identified form to operate, secure, analyse and improve the Platform, including to develop, train and evaluate scoring, matching and analytical models. Clauses 9.1 and 9.3 do not apply to data obtained through YouTube API Services, which is used only as described in section 16 of the Privacy Policy.

9.2. **Brand commercial terms.** The commercial terms of Deals — including prices, fees, budgets, campaign composition and the terms of Offers — are never disclosed to any other User, except to the Creator concerned to the extent necessary to conclude and perform that Deal, and are never used in any form from which a particular Brand, Campaign or Deal could be identified. This commitment survives termination.

9.3. Spiry may use pricing and performance information in aggregated form to produce market benchmarks, rate guidance and forecasting features, provided that no such output permits an individual Brand, Campaign or Deal to be identified.

9.4. Any use of data or Content beyond clauses 9.1 and 9.3 requires prior notice to affected Users and, where required by law, their consent.

9.5. Processing of personal data is governed by the Privacy Policy.

10. Intellectual Property

10.1. **Spiry materials.** Spiry retains all rights in the Platform, its software, databases, scores, models, trade marks and brand assets. No rights are granted except as expressly set out in this Agreement.

10.2. **Content.** Rights in Content are dealt with in Part A (clause A7) and Part B (clause B7).

10.3. **References.** We may identify you as a user of the Platform and use your name and logo in our marketing materials. You may withdraw this permission at any time by writing to support@spiry.com.

10.4. **Feedback.** If you provide feedback or suggestions, you grant Spiry an irrevocable, perpetual, worldwide, royalty-free, transferable and sublicensable licence to use them without obligation or attribution.

11. Confidentiality

11.1. You shall keep confidential all non-public information obtained through the Platform, whether it belongs to Spiry or to another User, including Deal Terms, pricing, briefs, campaign plans, creator lists and communications, and shall use it only for the purposes of the relevant Deal or of this Agreement.

11.2. This obligation is owed to Spiry, which may enforce it in respect of information belonging to any affected User.

11.3. This obligation does not apply to information that is or becomes public without breach, was lawfully known before disclosure, is independently developed, or is required to be disclosed by law or by a competent authority.

11.4. This clause survives termination for three (3) years.

12. Data Protection

12.1. Personal data is processed in accordance with the Privacy Policy.

12.2. Where you provide us with personal data relating to any other person, you confirm that (a) you have a lawful basis for providing it and for our processing of it and (b) the individuals concerned have been informed as required by applicable law.

12.3. Additional terms applying to data imported by Brands are set out in clause A8.

13. Warranties and Disclaimers

13.1. **The Platform and all related services are provided "as is" and "as available".** To the maximum extent permitted by law, Spiry disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement.

13.2. We do not warrant that the Platform will be uninterrupted or error-free, that data obtained from third-party sources or platform APIs will be accurate or complete, or that any commercial result will be achieved. Unless separately agreed in writing, we do not commit to any availability, response or support levels.

13.3. **Changes to the Platform.** We may add, modify, suspend or discontinue features of the Platform. Where a change materially reduces functionality you rely on, we will give reasonable prior notice through the Platform or by email. This does not affect Deals already in progress.

13.4. **Beta features.** We may make experimental or beta functionality available and may modify, suspend or discontinue it at any time. Clause 13.1 applies to such functionality in the same way as to the rest of the Platform.

14. Limitation of Liability

14.1. **To the maximum extent permitted by law, Spiry is not liable for any indirect, incidental, special or consequential loss, or for loss of profits, revenue, data, business or goodwill.**

14.2. Spiry's total aggregate liability in connection with this Agreement shall not exceed the total Commission earned by Spiry on Deals involving the relevant User in the one (1) month preceding the event giving rise to the claim.

14.3. **Payment and refund obligations.** The limitation in clause 14.2 does not apply to Spiry's obligation to pay Outstanding Earnings properly due to a Creator, or to refund any unused Prepaid Balance properly due to a Brand, under this Agreement.

14.4. Nothing in this Agreement excludes or limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, or any other liability that cannot lawfully be excluded.

15. Indemnity

15.1. You shall indemnify and hold harmless Spiry, its affiliates, officers and employees against all claims, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with (a) Content you produce, submit, approve or publish; (b) your use of the Platform; (c) your breach of this Agreement or of applicable law; (d) any personal data you provide to us in breach of clause 12.2 or A8; and (e) taxes payable in respect of your activity.

16. Term, Suspension and Termination

16.1. This Agreement applies from acceptance until terminated.

16.2. You may close your account at any time. Closure does not affect Deals in progress, which continue to be governed by this Agreement until completed or otherwise resolved.

16.3. We may suspend or terminate access immediately where we reasonably consider that you have breached this Agreement or applicable law, or where required for risk, fraud, security or compliance reasons. Where practicable and lawful, we will notify you and give you an opportunity to remedy.

16.4. On termination: outstanding financial positions are settled in accordance with Part A and Part B; we may retain records where required by law or for the establishment, exercise or defence of legal claims.

16.5. The following survive termination: clauses 3, 7, 9, 10, 11, 12, 13, 14, 15, 16.4, 17 and 18 of Part I; clauses A6, A7, A8.4(h) and A9 of Part A; and clauses B4.7, B5, B6, B7, B8, B9 and B10 of Part B, in each case to the extent relevant to accrued rights, disputes, holds, set-off, repayment or recovery.

16.6. **Dormant accounts.** We may close an account that has been inactive for twelve (12) months, unless otherwise agreed, after giving reasonable notice to the registered email address. Any outstanding balance is settled in accordance with Part A or Part B; where it cannot be paid out because verification or payout details are outstanding, it remains recorded as payable to the User in accordance with clause B4.7.

17. Governing Law and Jurisdiction

17.1. This Agreement and any dispute arising out of or in connection with it are governed by the laws of the Republic of Cyprus.

17.2. The parties shall first attempt to resolve any dispute through good-faith discussions within fourteen (14) days of written notice.

17.3. Failing resolution, the courts of the Republic of Cyprus have exclusive jurisdiction. Nothing in this clause prevents either party from seeking interim or injunctive relief before any competent court.

18. General

18.1. **Assignment.** You may not assign or transfer this Agreement without our prior written consent. We may assign it to an affiliate or in connection with a merger, acquisition or sale of assets.

18.2. **Notices.** We may give notice via the Platform, by email or through your account. You may contact us at support@spiry.com.

18.3. **Entire agreement.** This Agreement, together with the documents it incorporates and the Deal Terms, constitutes the entire agreement between the parties and supersedes all prior understandings.

18.4. **Order of precedence.** In the event of conflict: (i) Deal Terms prevail over Part A and Part B **in respect of the commercial specifics of that Deal only** — namely deliverables, fees, timing, platforms and content usage rights — and may not vary any other provision of this Agreement; (ii) Part A and Part B prevail over Part I; (iii) this Agreement prevails over any other policy published on the Platform unless that policy expressly states otherwise.

18.5. **Severability.** If any provision is held unenforceable, the remainder continues in effect.

18.6. **No waiver.** Failure or delay in enforcing any provision is not a waiver of it.

18.7. **Language.** This Agreement is concluded in English. Any translation is provided for convenience only and the English version prevails.

18.8. **Force majeure.** Neither party is liable for delay or failure to perform caused by events beyond its reasonable control, including infrastructure failures, acts of public authorities, and changes in the policies or availability of third-party social platforms.

19. Contact

For any question relating to this Agreement, including data protection requests and complaints, write to support@spiry.com. Our identity and registered address are set out in clause 1.2.

PART A — BRAND TERMS

This Part applies to Brands in addition to the General Terms in Part I. Capitalised terms have the meanings given in clause 2 of Part I.

A1. Services and Workspace

A1.1. Spiry provides Brands with a full-cycle influencer marketing service, which may include: (a) identifying and evaluating Creators; (b) preparing and issuing Offers; (c) managing Deals through to publication; (d) verifying that Releases correspond to the Brief; (e) procuring and paying for the work of Creators; and (f) providing reporting and analytics.

A1.2. Spiry procures the work of Creators in its own name, as principal, and supplies the resulting services to the Brand. The Brand does not contract with Creators (clause 3.4 of Part I).

A1.3. **Workspace.** Each Brand operates within its own Workspace and may invite team members and assign roles. Clause 4.4 of Part I applies to those team members; the Brand is responsible for removing access when a team member leaves.

A1.4. **Data isolation.** Spiry keeps each Brand's Workspace logically separate from those of other Brands. Campaign data, Deal Terms, communications and any database imported by the Brand are not made visible or available to any other Brand, and are not offered, sold or licensed to any third party. Imported data is not added to Spiry's own creator database and is not used to enrich the profiles Spiry makes available to other Brands.

A1.5. **Subcontractors.** Spiry may engage subcontractors, including Creators, in performing the services described in clause A1.1, and remains responsible to the Brand for the performance of those services. This does not extend to payment providers, banks, social platforms or other third parties whose services Spiry does not control; clauses 6.4 and 13.2 of Part I and clause A2.4 apply to those.

A1.6. **Remedies.** Where work is not delivered, or does not correspond to the Brief, the Brand's remedies are those set out in clauses A4 and A5 — acceptance in part, rejection, and release of the Reserved Campaign Budget — together with any liability of Spiry under clause 14 of Part I. Those remedies are the Brand's exclusive remedies for the performance of an individual Deal.

A2. Prepaid Balance

A2.1. Services are funded in advance. The Brand transfers funds to Spiry, which are recorded on the Platform as the Brand's **Prepaid Balance**. Top-up instructions are issued through the Platform or, where that functionality is not available, by support.

A2.2. **No fee on top-up.** The full amount received is credited to the Prepaid Balance. The Commission is not charged on top-up; it is charged on Acceptance in accordance with clause A4.

A2.3. **Legal character.** The Prepaid Balance is an advance payment on account of Spiry's own services. It is not electronic money, not a deposit, and not funds held for the Brand. **No interest accrues to the Brand on the Prepaid Balance.**

A2.4. **Currency.** The Prepaid Balance, all reservations and all settlements are denominated in **US dollars (USD)**. Where a payment is made in another currency, it is converted by the payment provider or bank at its own rate and credited in USD. Spiry is not responsible for exchange rates, spreads or provider charges.

A2.5. **Payment methods.** Top-ups may be made by bank transfer, PayPal, or in cryptocurrency through a MiCA-regulated provider, as available on the Platform. Spiry does not collect or store payment card details.

A2.6. Top-ups must be funded from an account held in the Brand's own name, or in the name of an entity within the Brand's group where notified to Spiry in advance and accepted by Spiry. Other third-party payments may be rejected or returned.

A2.7. **Reversed top-ups.** Where a top-up is later reversed, charged back or otherwise fails to clear, Spiry may debit the corresponding amount from the Prepaid Balance. Where the balance is insufficient, the Brand shall pay the shortfall on demand, together with any charges incurred by Spiry as a result. Spiry may suspend the issuing of Offers and the conclusion of Deals while a shortfall remains outstanding.

A2.8. **Insufficient balance.** Offers may only be issued and Deals concluded to the extent of the Brand's available (unreserved) Prepaid Balance. Where the balance is insufficient, functionality that commits funds is unavailable until the Brand tops up. The Brand shall maintain an unreserved Prepaid Balance sufficient to cover all outstanding Offers it has issued.

A3. Campaigns, Briefs, Offers and Budget Reservation

A3.1. **Campaigns and Briefs.** The Brand creates Campaigns and prepares the Brief. The Brief is the Brand's specification of the work required, including deliverables, platforms, timing, messaging requirements and any mandatory disclosures.

A3.2. **Brand responsibility for the Brief.** The Brand is responsible for the content and legality of the Brief and of the materials and claims it requires. In particular the Brand warrants that the Brief:

(a) complies with applicable advertising, consumer protection and sector-specific law in the markets targeted;

(b) contains any disclosures, age restrictions, warnings or disclaimers required for the products or services promoted, including in regulated categories;

(c) requires only claims the Brand can substantiate; and

(d) does not require a Creator to breach the rules of any social platform or to conceal the commercial nature of the publication.

Spiry does not prepare the Brief and does not verify the accuracy of the Brand's claims.

A3.3. **Offers.** An Offer sets out the proposed Deal Terms for a particular Creator, including the fee due to the Creator, the deliverables and the content usage rights; the Brand is shown the Deal value. Subject to clause A3.5, a Deal is concluded when the Creator accepts the Offer through the Platform.

A3.4. **Revoking an Offer.** An Offer may be revoked by the Brand through the Platform at any time before the Creator accepts it. No amount is reserved and no Deal arises in respect of a revoked Offer.

A3.5. **Reserved Campaign Budget.** On conclusion of a Deal, an amount equal to the Deal value is allocated within the Brand's Prepaid Balance as the Reserved Campaign Budget for that Deal. Reserved amounts remain part of the Prepaid Balance and are not available for allocation to other Deals until released or applied under clause A4 or A5. Where the Brand's unreserved Prepaid Balance is insufficient at the moment a Creator accepts an Offer, no Deal arises; the Offer lapses and Spiry will notify both parties without undue delay.

A3.6. **Stale reservations.** Where a Deal has neither progressed nor been cancelled for thirty (30) days after the date by which the final Release was due — or, where the Deal Terms state no such date, thirty (30) days after the Deal was concluded — unless a different period is specified in the Deal Terms, either party may ask Spiry to close it. Spiry will contact both parties and, absent a substantiated objection within seven (7) days, will close the Deal and release the Reserved Campaign Budget in full. This prevents funds remaining reserved indefinitely where a Deal is abandoned.

A3.7. **Deal Terms.** The Deal Terms recorded on the Platform govern the commercial specifics of the Deal, within the limits of clause 18.4 of Part I. Changes to Deal Terms after conclusion require the agreement of both the Brand and the Creator through the Platform.

A4. Acceptance and Settlement

A4.1. **Review of Releases.** The Brand shall review each submitted Release without undue delay and either accept the Deal or state its reasons for rejection through the Platform. A Deal comprising several Releases is accepted as a whole, once all Releases have been submitted and reviewed.

A4.2. **Escalation.** If a party does not respond within a reasonable time, either party may escalate the Deal to Spiry through support@spiry.com. Spiry will review the Brief, the Releases and the parties' submissions and determine the outcome under clause A5.3.

A4.3. **Future automation.** Spiry may introduce an automatic acceptance mechanism, under which a Deal is treated as accepted if the Brand does not respond within a stated period. Any such mechanism will be introduced with prior notice on the Platform and will apply only to Deals concluded after it takes effect.

A4.4. **Settlement.** On Acceptance, the following occur together:

(a) the Reserved Campaign Budget for the Deal is released;

(b) the Deal value is applied from the Brand's Prepaid Balance;

(c) the Commission accrues to Spiry; and

(d) the fee due to the Creator under the Deal Terms is credited to the Creator as Outstanding Earnings.

A4.5. **Finality.** On Acceptance, the Deal value becomes committed and is not refundable to the Brand, except where required by law. Where Acceptance results from a determination under clause A5.3, the amount committed is the amount determined by Spiry. Payment of Outstanding Earnings to the Creator is a subsequent operation and does not affect the position established under clause A4.4.

A4.6. **Settlement Documentation.** On Acceptance, Settlement Documentation is issued or made available through the Platform in the form provided from time to time, showing the fee due to the Creator, the Commission, any taxes or charges applied, and the resulting Deal value.

A4.7. **Records.** The Platform maintains a record of top-ups, reservations, applications, Commission and the resulting balance. The Brand should review this record and notify Spiry of any apparent discrepancy within thirty (30) days. Notifying later does not prevent the Brand from raising the discrepancy, but may make it harder to establish.

A5. Cancellation and Disputes

A5.1. **Before submission of the first Release.** Either the Brand or the Creator may cancel a Deal through the Platform or, where that functionality is not available, by contacting support@spiry.com. On cancellation, the Reserved Campaign Budget is released in full and returns to the Brand's available Prepaid Balance.

A5.2. **After submission of a Release.** A Deal may no longer be cancelled unilaterally. Where the Brand considers that the work does not correspond to the Brief, or where the parties otherwise disagree, either party may raise a dispute through support@spiry.com.

A5.3. **Determination by Spiry.** In a dispute, Spiry acts as the counterparty to both sides and determines the outcome. Spiry will consider the Brief, the Deal Terms, the submitted Releases and the parties' submissions, and may:

(a) treat the Deal as accepted, in which case clause A4.4 applies;

(b) treat part of the Deal as accepted, applying a corresponding part of the Reserved Campaign Budget and releasing the remainder; or

(c) reject the Deal, in which case the Reserved Campaign Budget is released in full.

Spiry will give its determination and the reasons for it to both parties, and does not take into account the relative commercial value of the parties to Spiry. Either party may ask for the determination to be reviewed by a person who was not involved in making it. A determination is Spiry's final position at Platform level and is binding as between Spiry and each party under their respective agreements with Spiry, without prejudice to clause 17 of Part I.

A5.4. **Good faith.** The Brand may not withhold or delay Acceptance in order to obtain performance beyond the Brief, or a reduction in the agreed fee that is not provided for in the Deal Terms.

A6. Refund of Unused Prepaid Balance

A6.1. Where the Brand does not intend to use the unreserved part of its Prepaid Balance for further services, or on termination of this Agreement, it may request a refund of that part through the Platform or by writing to support@spiry.com.

A6.2. Refunds are made after reconciliation of the account, to the account from which the original payment was made, and are reduced by payment provider charges and any currency conversion costs.

A6.3. Reserved amounts and amounts committed under clause A4.5 are not refundable.

A6.4. On termination of this Agreement, clauses A6.1 to A6.3 apply to any remaining Prepaid Balance.

A7. Content Usage Rights

A7.1. **Base rights.** Unless the Deal Terms provide otherwise, every Deal includes:

(a) publication of the Content by the Creator on the Creator's own channels, and its remaining available there, for the period stated in the Deal Terms; and

(b) a licence, granted to the Brand by Spiry, to reshare that publication on the Brand's own organic channels, with attribution to the Creator, for the same period.

Sub-paragraph (a) describes what the Brand is entitled to receive under the Deal; the Creator's corresponding obligation is set out in Part B. Spiry grants the licence in sub-paragraph (b) under the rights it obtains from the Creator under clause B7.2; the Brand acquires no rights directly from the Creator.

A7.2. **Extended rights.** Any broader use — including paid media use, whitelisting or allow-listing, use in the Brand's own advertising, exclusivity, extension of the publication period, or use after expiry — applies only where expressly agreed in the Deal Terms, and may be subject to an additional fee.

A7.3. The Brand must not edit, crop or otherwise modify the Content in a way that misrepresents the Creator or the Creator's views, or remove any disclosure of the commercial nature of the publication.

A7.4. Rights under this clause take effect on Acceptance. Where a Deal is rejected under clause A5.3(c), no rights arise; where it is accepted in part, rights arise only in respect of the accepted part.

A8. Imported Data and Data Processing

A8.1. **Import.** The Brand may import its own database of creators into its Workspace. Spiry accepts only the data fields it supports; unsupported fields are not stored. The Brand is shown which fields will be imported before the import is completed.

A8.2. **Roles.** In respect of data imported by the Brand, the Brand is the controller and Spiry is the processor. In respect of data that Spiry obtains itself — including publicly available profile and performance data, data from platform APIs and third-party data providers, scores and outreach records — Spiry is the independent controller and the Brand is independent controller. The two sets are kept separate in accordance with clause A1.4. Processing by Spiry as controller is described in the Privacy Policy.

A8.3. **Brand warranties.** The Brand warrants that:

(a) it has a lawful basis for providing the imported data to Spiry and for its processing under this Agreement, and that affected individuals have been informed as required by law;

(b) the imported data contains no special categories of personal data within the meaning of Article 9 GDPR (including data concerning health, racial or ethnic origin, religious or political beliefs, biometric data) and no data relating to criminal convictions; and

(c) the imported data contains no personal data relating to individuals under the age of 18.

A8.4. **Spiry's obligations as processor.** Spiry shall:

(a) process imported data only on the Brand's documented instructions, which are constituted by this Agreement and by the Brand's use of the Platform, and for the purpose of providing the services;

(b) ensure that personnel authorised to process the data are bound by confidentiality;

(c) implement appropriate technical and organisational security measures according to Article 32 of GDPR;

(d) engage sub-processors only where they are subject to equivalent obligations, and maintain a current list of sub-processors, notifying the Brand of intended changes and giving the Brand a reasonable opportunity to object;

(e) assist the Brand, taking into account the nature of the processing, in responding to requests from data subjects and in meeting its obligations relating to security, breach notification and impact assessments;

(f) notify the Brand without undue delay on becoming aware of a personal data breach affecting the imported data;

(g) make available information reasonably necessary to demonstrate compliance with this clause; and

(h) on termination, delete the imported data, or return it where the Brand so requests within thirty (30) days, unless a different period is agreed in writing or retention is required by law.

A8.5. **Duration, nature and scope.** Processing continues for the term of this Agreement. Its subject matter and purpose is the provision of the services described in clause A1; the types of personal data and categories of data subjects are those contained in the imported database, being contact and profile information relating to creators.

A8.6. **International transfers.** Where imported data is transferred outside the European Economic Area, appropriate safeguards are applied as described in the Privacy Policy.

A8.7. The Brand may delete an imported database at any time, and all imported data is deleted when the Workspace is closed, subject to clause A8.4(h).

A9. Taxes

A9.1. The Deal Terms and the Settlement Documentation show the amounts payable in respect of a Deal and any taxes or charges applied by Spiry on the basis of the tax information available to it.

A9.2. The Brand shall provide accurate and current VAT or other tax registration details, together with any other information reasonably required for correct invoicing, and shall notify Spiry of any change without undue delay. Spiry may rely on the information provided.

A9.3. The Brand remains responsible for its own taxes, filings, reverse-charge accounting, withholding and similar obligations arising from its use of the services.

A9.4. Spiry does not provide tax advice.

PART B — CREATOR TERMS

This Part applies to Creators in addition to the General Terms in Part I. Capitalised terms have the meanings given in clause 2 of Part I.

B1. Status and Independence

B1.1. The Creator provides content creation and publication services to Spiry as an **independent subcontractor**. The Creator's counterparty is Spiry, and the Creator does not contract with any Brand (clause 3.4 of Part I).

B1.2. **No obligation on either side.** Spiry is under no obligation to offer work to the Creator, and the Creator is under no obligation to accept any Offer. Declining Offers has no contractual consequence.

B1.3. The Creator determines how, when and where the work is performed, subject only to the deliverables and deadlines in the Deal Terms, and uses the Creator's own equipment, accounts and resources at the Creator's own cost.

B1.4. The Creator is free to provide services to others, including to competitors of any Brand, subject only to any exclusivity expressly agreed in the Deal Terms and to clause 7 of Part I.

B1.5. The Creator is responsible for the Creator's own taxes, social security contributions and any registrations required to operate as an independent contractor.

B2. Offers, Performance and Cancellation

B2.1. **Offers.** An Offer sets out the proposed Deal Terms, including the fee due to the Creator, the deliverables, platforms, publication period and content usage rights. The Creator may accept, decline or discuss an Offer through the Platform. Subject to clause A3.5, a Deal is concluded when the Creator accepts the Offer.

B2.2. **Performance.** The Creator shall produce and publish the Content in accordance with the Brief and the Deal Terms, and shall submit each Release through the Platform.

B2.3. **Publication period.** The Creator shall keep the publication available on the Creator's channels for the period stated in the Deal Terms, and shall not remove, hide, archive or materially alter it during that period, except where a change is agreed through the Platform. See also clause B10.

B2.4. **Corrections.** Where a Release does not correspond to the Brief, the Creator will be told what is missing and given a reasonable opportunity to correct it before the Deal is rejected, unless correction is no longer possible or the Deal Terms provide otherwise.

B2.5. **Cancellation.** Either the Creator or the Brand may cancel a Deal before the first Release is submitted, through the Platform or, where that functionality is not available, by contacting support@spiry.com. After a Release has been submitted, clauses A5.2 and A5.3 apply, and a determination made by Spiry under clause A5.3 binds the Creator under this Agreement.

B2.6. **Refusal to perform unlawful instructions.** The Creator may refuse to perform all or part of a Deal where performance would breach applicable law, the rules of a social platform, or clause B3, and shall notify Spiry at support@spiry.com. Refusal on this ground is not a breach of this Agreement. Where no Release has been submitted, the Deal is cancelled and the Reserved Campaign Budget is released under clause A5.1; otherwise the matter is determined under clause A5.3. This applies whether the requirement appears in the Brief or is communicated separately.

B2.7. **Good faith.** The Creator may not withhold performance, or make performance conditional on terms not provided for in the Deal Terms, in order to obtain an increase in the agreed fee.

B2.8. **Communications.** Communications relating to a Deal should be conducted through the Platform (clause 6.5 of Part I). Clause 7 of Part I applies where a Deal is moved off the Platform.

B3. Publication and Advertising Compliance

B3.1. **Disclosure of commercial content.** The Creator is responsible for disclosing the commercial nature of each publication as required by applicable law and by the rules of the relevant social platform, including any labelling, hashtag or in-platform paid-partnership tool required.

B3.2. This responsibility rests with the Creator even where the Brief does not mention disclosure, or where the Brief or a Brand requests otherwise. A Creator asked to omit or obscure a required disclosure should decline and notify Spiry at support@spiry.com.

B3.3. **Platform rules.** The Creator shall comply with the terms and policies of the social platforms used, and is responsible for holding the accounts and permissions needed to perform the Deal.

B3.4. **Verification of Releases.** Spiry may verify that a Release corresponds to the Brief and the Deal Terms, including its date, platform, format, mentions, hashtags and required disclosures. Verification may be carried out manually or by automated means. Acceptance of a Deal remains subject to clause A4.

B3.5. **Prohibited practices.** The Creator shall not purchase or artificially generate engagement, use automated traffic, or misrepresent audience or performance data (clause 6.2 of Part I).

B4. Outstanding Earnings and Payouts

B4.1. **When earnings arise.** The Creator becomes entitled to the fee for a Deal on Acceptance of that Deal, at which point the corresponding amount is credited to the Creator as Outstanding Earnings (clause A4.4). Payment of Outstanding Earnings is a subsequent operation and does not affect that entitlement.

B4.2. **Verification.** Payouts are conditional on the Creator having completed verification (clause 5 of Part I). Where verification is incomplete, Outstanding Earnings remain credited to the Creator but are not paid out until it is completed.

B4.3. **Payout initiation.** Subject to clause B4.2, Spiry initiates payment of Outstanding Earnings within five (5) business days of Acceptance, unless a different period is agreed, a hold applies under clause B8, or a review of a determination under clause A5.3 is pending, in which case the period runs from the conclusion of that review. The time at which funds arrive depends on the payment provider and the receiving institution. Spiry is responsible for initiating payment on time, not for the time taken by third parties.

B4.4. **Payout methods.** Payouts may be made by bank transfer, PayPal, or in cryptocurrency through a MiCA-regulated provider, as available on the Platform. Spiry pays Creators out of its own funds and does not hold funds for the Creator.

B4.5. **Recipient details.** Payouts are made only to a bank account, payment account or cryptocurrency address held in the Creator's own name. Spiry does not make payouts to third parties. The Creator is responsible for the accuracy of the payout details provided. Where a payout fails or is misdirected because of incorrect details, Spiry will assist in attempting to recover the funds but cannot guarantee recovery.

B4.6. **Currency and charges.** Outstanding Earnings are denominated in US dollars (USD). Where payment is made in another currency or asset, conversion is carried out by the payment provider at its own rate. Provider charges and conversion costs are borne as set out on the Platform at the time of payout. Where the Platform shows the net amount payable, that figure is based on the provider's rates at that moment and may differ from the amount finally received.

B4.7. **Unclaimed earnings.** Where Outstanding Earnings remain unpaid because verification has not been completed or payout details have not been provided, Spiry will attempt to contact the Creator at the registered email address. The amounts remain credited to the Creator and payable once the obstacle is removed; they are not forfeited. Where an account is closed for inactivity under clause 16.6 of Part I, any Outstanding Earnings remain credited to the Creator and recorded as payable, and are paid once verification and payout details are completed, subject to applicable law.

B4.8. **No fees charged to Creators.** Spiry does not charge Creators any fee or commission on Outstanding Earnings. This does not affect the payment provider charges and conversion costs referred to in clause B4.6, any set-off applied under clause B8, or any withholding required by law under clause B6.2. If Spiry introduces any such fee, it will give Creators at least thirty (30) days' notice before it takes effect.

B5. Invoicing and Settlement Documentation

B5.1. On Acceptance, Spiry issues or makes available through the Platform documentation recording the Deal, the fee due to the Creator and any deductions applied under clause B8. The Creator may access this documentation in the Creator's account.

B5.2. **Self-billing.** To the extent permitted by applicable law, the Creator authorises Spiry to issue invoices in the Creator's name in respect of services accepted through the Platform, and agrees not to issue invoices for the same services itself. Each such invoice is made available to the Creator through the Platform.

B5.3. **Where self-billing is not available.** Where self-billing is not permitted or not practical in the Creator's jurisdiction, the Creator shall issue the invoice or equivalent document required for the services, in the form and within the time reasonably requested by Spiry. Spiry may suspend payouts under clause B4.2 until that document is provided.

B5.4. **Acceptance of self-billed invoices.** An invoice issued under clause B5.2 is treated as accepted by the Creator unless the Creator objects, through the Platform or at support@spiry.com, within ten (10) business days of it being made available, unless a different period is agreed.

B5.5. The Creator shall provide the information reasonably required for correct invoicing, including name, address, country of tax residence and any tax registration or VAT number, and shall notify Spiry of any change without undue delay.

B6. Taxes

B6.1. The Creator is solely responsible for determining, declaring and paying any taxes and social security contributions arising from the fees received.

B6.2. Spiry does not withhold or deduct taxes from payouts, except where required to do so by law. Where withholding is required, Spiry will notify the Creator and provide the relevant documentation.

B6.3. Spiry may request information about the Creator's tax status or residence where required for its own reporting obligations, and may suspend payouts where such information is not provided.

B6.4. VAT, sales tax and similar taxes are handled in accordance with applicable law and the tax information provided by the Creator. Unless the Deal Terms expressly state otherwise, amounts payable to Creators are exclusive of such taxes.

B7. Content Rights and Warranties

B7.1. **Creator warranties.** The Creator warrants that the Content:

(a) is created by the Creator, or that the Creator holds all rights necessary to grant the licences in this clause;

(b) does not infringe the intellectual property, privacy, publicity or other rights of any person;

(c) uses music, footage, images, fonts and other third-party material only where the Creator holds the necessary rights or licences for the intended use, including for any reshare permitted under clause A7;

(d) does not feature any identifiable individual without that person's consent, and does not feature a minor without the consent of a parent or guardian; and

(e) where the Content includes personal data of any other individual, the Creator has the rights, consents or other lawful basis required to provide that Content to Spiry and for Spiry to process it as described in the Privacy Policy; and

(f) is not misleading and complies with clause B3.

B7.2. **Licence for onward supply.** On Acceptance, the Creator grants Spiry the rights necessary for Spiry to provide the Brand with the usage rights described in clause A7, and Spiry may sublicense those rights to the Brand to the extent required for the relevant Deal. As standard this covers publication on the Creator's channels for the agreed period and a reshare of that publication on the Brand's own organic channels with attribution. Any broader use applies only where expressly agreed in the Deal Terms and may carry an additional fee.

B7.3. **Licence to Spiry.** The Creator grants Spiry a non-exclusive, worldwide, royalty-free licence to use the Content solely to operate the Platform, to verify Releases against the Brief, to keep records of Deals, and to display the Content to the Brand concerned. Spiry does not acquire ownership of the Content.

B7.4. **Analysis and model training.** Spiry may analyse the Content, and information derived from it, in aggregated and de-identified form as described in clause 9 of Part I. Spiry does not use the Content itself, in identifiable form, to train models.

B7.5. **Promotional use.** The Creator grants Spiry a non-exclusive, worldwide, royalty-free licence to use the Content, together with the Creator's name, handle and profile image, in Spiry's own promotional materials — including its website, presentations, case studies and marketing communications — with attribution to the Creator, subject to clause 9.2 of Part I. Spiry will not use the Content in paid advertising without the Creator's separate consent. The Creator may ask Spiry to stop using specific Content or the Creator's name in future materials by writing to support@spiry.com, and Spiry will comply within a reasonable period; this does not require the withdrawal of materials already published or distributed.

B7.6. **Portfolio use.** Unless the Deal Terms provide otherwise, the Creator may continue to display the Content as part of the Creator's own portfolio.

B7.7. **Rejected Deals.** Where a Deal is rejected under clause A5.3(c) and no payment is made, no licence arises under clause B7.2, and accordingly Spiry grants no rights to the Brand and the Brand acquires no rights in the Content. The Creator is not required to remove the publication, save that the Creator shall remove or amend it, on request, to the extent it uses the Brand's trade marks, product materials or confidential information, or presents the publication as a commercial partnership with the Brand.

B8. Reserves, Holds and Set-Off

B8.1. Spiry may place a hold on all or part of a Creator's Outstanding Earnings where it reasonably considers this necessary because of: a dispute under clause A5; suspected fraud, manipulation of metrics or breach of clause 6 of Part I; a legal or regulatory requirement; or a request from a payment provider or competent authority.

B8.2. Spiry will notify the Creator of a hold and its reason, unless prevented from doing so by law, and will release or apply the held amount as soon as the underlying reason is resolved.

B8.3. **Set-off.** Spiry may set off against Outstanding Earnings any amount the Creator owes Spiry under this Agreement, including amounts calculated under clause 7.3 of Part I and refunds or corrections resulting from a determination under clause A5.3.

B8.4. **Procedure.** Before applying a set-off, Spiry will notify the Creator of the amount, how it has been calculated and the basis for it, and will give the Creator ten (10) days to respond. Spiry will consider any response and give a reasoned decision, which the Creator may ask to have reviewed by a person who was not involved in making it. Spiry may hold the corresponding amount under clause B8.1 while this process runs. Nothing in this clause affects the Creator's rights under clause 17 of Part I.

B8.5. **Suspension and termination.** Set-off is without prejudice to Spiry's rights under clause 16.3 of Part I. Where a Creator breaches clause 7.3 of Part I or clause 6 of Part I, Spiry may suspend or terminate the Creator's access immediately and decline to issue further Offers, whether or not any amount is set off.

B8.6. Where a payout has been made in error or in excess, the Creator shall repay it on demand, and Spiry may recover it by set-off against future Outstanding Earnings.

B9. Liability

B9.1. For the purposes of clause 14.2 of Part I, the cap on Spiry's liability to a Creator is the greater of the amount calculated under that clause and USD 1,000. This clause does not apply to Brands.

B10. Removed or Modified Publications

B10.1. Where a publication is removed, hidden, archived or materially altered by the Creator before the end of the agreed publication period, the Creator is in breach of clause B2.3. Spiry may treat the Deal as not performed for the remaining period and may apply clause B8.3.

B10.2. Clause B10.1 does not apply where removal results from action by the social platform, a legal requirement, or another cause outside the Creator's control. The Creator shall notify Spiry at support@spiry.com without undue delay and, where reasonably possible, cooperate in restoring or replacing the publication.

B10.3. Where a publication is removed after payment has been made, clause B8.6 applies to any amount to be returned.