

ROY AGREEMENT

FEBRUARY 10, 2026 VERSION

1. DÉFINITIONS

Capitalized terms in this Agreement shall have the meanings set forth below, whether used in the singular or plural and whether in the masculine or feminine form.

Agreement means this agreement consisting of the Agreement Documents, between the Client and the Company;

Agreement Documents means this Agreement, its Annexes and the Information Sheet;

Agreement Term means, subject to any early termination, the term of this Agreement which is equal to the Validity Period;

Affiliate means any any affiliate of the Company;

Assign means the act of assigning this Agreement by the Company or the Client of their respective rights and obligations hereunder; the term “**Assignment**” shall be construed accordingly;

Assignment Price means the price paid by a User as an assignee of this Agreement to the Client in consideration of the Assignment of this Agreement;

Auditor means any person entitled to practice as a statutory auditor and having practiced this profession for at least five (5) years;

Authority means any regional, national, county, municipal and/or local, or supranational government or governmental agency, administrative, legislative or regulatory authority, department, inspectorate, ministry or minister, cabinet secretary, official court or tribunal or other regulatory body which has jurisdiction over matters affecting the Performance Agreement or any of the Parties to either of them;

Balance means the amount expressed in the Currency in the Client’s Financial Account;

Breach means any breach of this Agreement or the General Terms of Use by the Client;

Calculation Formula means the algorithm used to calculate the Performance;

Calculation means the calculation of the Performance’s variation;

Change of Residence means any change by the Client of his legal residence to an Unauthorized Territory;

Clause means a clause of this Agreement;

Client means the person, other than the Company, who is a party to this Agreement and who holds a User Account;

Company means the MANSE USA LLC, a company incorporated under the laws of the State of Delaware, located at 251 Little Falls Drive, 19808 Wilmington, United States of America;

Crypto Wallet Provider means Coinbase Wallet or any other block-chain based wallet designated by the Company for the custody and management of digital assets;

Currency means the stablecoin named “USD Coin” or “USDC”;

Fees and Commissions means all fees and commissions payable by the Client in respect of a Transaction, it being specified that the list and amount of such fees and commission constitutes an Appendix to this Agreement;

Financial Account means the Client’s account in the Currency open in the books of the Crypto Wallet Provider;

General Terms of Use means the general terms of use of the Platform accessible from the following link: royaltiz.com/terms-of-use;

Information Sheet means the document which contains the information of the Talent to which this Agreement relates and includes (i) the Photograph of such Talent, (ii) the Subscription Price and (iii) any other information expressly referred to in the Agreement Documents;

Monthly Credit Date means the day of each calendar month following the Offering at 7PM UTC;
Notice means any communication between the Parties in accordance with this Agreement; the terms “Notify” and “Notified” shall be construed accordingly;

Offering means the first day on which the offer is made by the Company to Users on the Platform to enter into agreements similar to this Agreement in relation with the Talent referred to in the Information Sheet;

Owner means any Person holding all or part of the ownership and/or exploitation rights on the Calculation Formula;

Party means either of the parties to this Agreement, namely the Company or the Client;

Payment Term means the period during which the Client shall pay the Subscription Price to the Company, which shall be not be later than the Validation;

Performance means the variation of key public indicators relating to a given Talent. These indicators include, but are not limited to, the Talent’s performance on Instagram (number of Talent followers, number of interactions or engagements, number of “sponsored” posts, geographic location of the Talent’s followers, etc.);

Performance Roy means the agreement between the Company and a User under which such User acquires the right to access the Shop and receive Points to acquire Rewards;

Person means any natural or legal person;

Photograph means the photograph of the Talent to which this Agreement refers and which is reproduced on the Information Sheet;

Platform means the platform accessible from the URL: www.royaltiz.com;

Points means the points calculated based on the Calculation Formula applied to the Talent selected by the Client;

Privacy Policy means the Company’s privacy policy accessible from the web link: <https://www.royaltiz.com/privacy-policy>;

Proprietary Rights means, as the case may be and subject to the validity and enforceability of these rights by the Company, the ownership of the Photograph or the right to use and reproduce the Photograph on the Platform, to market and cause any transfers of Royaltiz Products, linked to the Talent which include the distribution, publication, editing and/or reproduction of the Photograph on the Platform;

Redemption means the ability to redeem Points against Currency;

Rewards means any good or service that a User can acquire with Points in the Store;

ROY means any Performance Roy;

Royaltiz Product means, as the case may be, a (i) Performance Roy as well as (ii) any other product marketed by the Company on the Platform;

Schedule means any appendix to this Agreement;

Site means the platform operated by the Company on which Royaltiz Products may be traded;

State means any state government within the United States, or any nation which is recognized by the United States of America;

Store means the area of the Platform in which the Company offers products for sale to Users or certain categories of Users;

Subscription means the execution of this Agreement by the Client;

Subscription Price means the amount determined by the Company and paid by the Subscriber to the Company in consideration of the Subscription;

Talent means the individual referred to in the Information Sheet;

Termination Amount has the meaning given to it in Clause 15.5;

Terminology Equivalent means the term used on the Platform in place of a term defined in this Agreement;

Transaction means, as the case may be, the Subscription, the credit of Points, the use of Points, the termination of this Agreement and more generally any transaction provided for in this Agreement;

Unauthorized Territory means any of the countries sanctioned by either the USA, Unauthorized Territories include without limitation Afghanistan, Belarus, Burma (Myanmar), Cuba, Democratic Republic of Congo, Iran, Libya, North Korea, Somalia, South Sudan, Sudan, Syria, Venezuela, Yemen, Zimbabwe, Algeria, Bangladesh, Bolivia, China, Egypt, Iraq, Morocco, Nepal, Pakistan, Qatar, Saudi Arabia, Tunisia;

USA means the United States of America;

User means any Person, other than the Company, who has a user account on the Platform;

User Account means the Client's account in the books of the Company;

Validation means the validation by the Client of the Subscription;

Validity Period means a period of not more than ten (10) continuous years commencing on the first day of the Offering;

CONTRACTUAL FRAMEWORK

This Agreement is exclusively composed of the Agreement Documents. No communication between the Parties other than Notices shall have a contractual value.

Notwithstanding anything to the contrary and unless otherwise determined expressly in the relevant Notice, the Parties accept that a Notice made:

- i. by the Client to the Company under any of the Roys related to the Talent to which the Client is a party to shall be deemed to constitute a Notice under this Agreement;
- ii. by the Company to the Client under any of the Roys to which the Client is a party to shall be deemed to constitute a Notice under this Agreement;
- iii. The Client agrees to be bound by the Agreement Documents for good and valuable consideration.

The Client accepts the General Terms of Use.

The Terminology Equivalents are set forth in Appendix 1. The Company may amend in its absolute discretion the Terminology Equivalents at any time.

The list of Fees and Commissions is in a Schedule to this Agreement.

LEGAL CAPACITY OF THE CLIENT

The Client represents and warrants during the entire Term of this Agreement:

If he/she is a natural person, that he/she (i) is acting on his or her own behalf, (ii) is not acting within the scope of his/her professional activity, (iii) has legal capacity to enter into this Agreement and perform his or her obligations under it, pursuant to all laws or other restrictions applicable to him/her, (iv) has reached the age of majority in his or her State of residence, and is at least 18 years of age, and (v) is authorized by the laws applicable to him or her to be a party to this Agreement;

That he/she is not a resident of, located in, or accessing the platform from any Unauthorized Territory;

That he/she/it is not a person or entity identified on any OFAC sanctions list, including the Specially Designated Nationals and Blocked Persons List;

That he/she/it will not use any technology or method to conceal his/her location or circumvent geographic restrictions;

That he/she/it will immediately discontinue use of the platform if you become a resident of or relocate to, a Unauthorized Territory;

If it is a legal entity, that it (i) does not have its registered office in one of the Unauthorized Territory, (ii) does not have activities in any Unauthorized Territory, (iii) acts in accordance with its articles of association and the laws applicable to it, and (iv) has legal capacity.

The Client acknowledges and accepts that the Company may update the list of Unauthorized Territories at any time, with or without notice, based on regulatory developments or compliance requirements.

The Client is prohibited from delegating or authorizing any other Person to use his or her User Account or to conduct any Transaction.

The Client declares to understand and accepts in connection with the Subscription all risks related to being a party to a Roy. The Client declares that the Subscription on the Platform constitutes an express acceptance of any such risks.

ROY CHARACTERISTICS

During the Term, this Agreement entitles the Client to access the Store and receive Points.

The Client acknowledges and agrees that all Transactions are processed through smart contracts on Coinbase block-chain network and that Coinbase terms of wallet use apply to all Transactions. These terms of use are accessible at this URL: wallet.coinbase.com/terms

PARTIES

The Client becomes a Party to this Agreement only by Subscription.

Subscriptions must be made only by using a valid User Account.

The Client's Subscription is expressed only by clicking on the Validation button accessible from its User Account. The Client becomes a Party to this Agreement at the time of clicking on the Validation button subject to the payment of the Subscription Price.

The Client agrees to pay the Subscription Price within the Payment Term.

Upon receipt of the Subscription Price by the Company, the Company shall cause the registration of this Agreement into the Client's User Account no later than one (1) business day following receipt of the Subscription Price by the Company.

This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

AGREEMENT TERM

Unless early terminated in accordance with the terms contained herein, this Agreement shall come into force on the date of its Subscription for a fixed term equal to the Validity Period (the "**Agreement Term**").

The Company shall not pay any termination amount to the Client upon expiry of this Agreement.

SUBSCRIPTION PRICE

The Subscription Price includes the Fees and Commissions applicable to the Subscription. For the avoidance of doubt, the Fees and Commissions applicable to (i) the access to the Platform shall be paid separately by the Client to the Company.

ASSIGNMENT

The Client may, at any time and without cause Assign this Agreement to another User.

The Assignment of this Agreement by the Client is made only via the Platform. The Assignment Price is determined solely by the offers made on the Platform by other Users.

The Company does not represent or warrant that there will be any such offers of Assignment Price by Users and that the User will be able to Assign this Agreement to another User.

Nothing in this Agreement shall be interpreted as creating an obligation on the Company to pay any amount to the Client in the event that the Client is unable to Assign this Agreement.

The Company may, at any time and without cause Assign this Agreement to any Person.

In the event that the Company Assigns this Agreement, the Company is expressly and irrevocably released from any obligation to the Client under this Agreement.

POINTS

Points are earned based on the Talent selected by the Client at Subscription.

The Talent's Data are then used to calculate the Points that the Client may receive during the Validity Period.

During the Term and notwithstanding the Calculation of the Performance of the relevant Talent, the Client is eligible to receive annually a minimum of Points corresponding to two percent (2%) of the Subscription Price.

During the Term and notwithstanding the Calculation of the Performance of the relevant Talent, the number of Points to which the Client is eligible annually is limited to such Points equivalent to fifty percent (50%) of the Subscription Price.

Points are credited to the Client on or before each Monthly Credit Date.

Points are valid for a duration of no more than twenty-four (24) months from the date of their issuance to the Client. The validity of Points may be extended by the Company from time to time in its absolute discretion.

The Company may from time to time offer periodic Points redemption opportunities in exchange for Currency or US Dollars. For the avoidance of doubt, there is no right of the Client to require the Company to redeem Points in exchange for Currency or US Dollars.

The Calculation Information may be reviewed, at Client's sole expense, by an Auditor appointed by the Company upon request Notified by the Client. Consultation of the Calculation Information is conditional upon the selected Auditor's express prior written undertaking to sign a confidentiality undertaking regarding the Calculation Information and the Calculation Formula, on terms acceptable to the Company and the Owner, for a period of not less than ten (10) years from the date of consultation by the Selected Auditor of the Calculation Information.

The Calculation Formula, its data and their weighting may be modified by or on behalf of the Company at any time without the need for a Notice by the Company. Any changes to the Calculation Formula (the "Amended Formula") shall automatically apply to this Agreement and replace the existing Calculation Formula for the calculation of Points.

REWARDS

Rewards are accessible from the Store.

All Rewards are subject to change and availability.

FINANCIAL ACCOUNT

The Client irrevocably empowers the Company, throughout the Term of this Agreement, to make or instruct the Crypto Wallet Provider to make all entries to the Financial Account corresponding to any Transaction made pursuant to this Agreement and recorded in the User Account or to the exercise of any right by the Company under this Agreement.

The Client irrevocably authorizes the Company during the entire Term of this Agreement to receive from the Crypto Wallet Provider and any Affiliate, all information relating to the Client's Financial Account and/or activity on the Platform.

The Subscription Price is due and payable by the Client on the date of Validation. It is payable by debit from the Financial Account exclusively.

TERMINATION

Notwithstanding any provisions to the contrary, either Party may terminate this Agreement at any time, without notice or cause (the "Termination").

In the event of Termination, the relevant Party shall send a Termination Notice to the Client (the "Notice").

No compensation shall be payable by the Company in case of Termination and Points held by the Client will be cancelled on Termination.

FEES AND COMMISSIONS – SET-OFF

The Client undertakes to pay to the Company all Fees and Commissions applicable to the Transactions.

The Company is authorized to Set-Off (i) any amounts due by Client under this Agreement and/or (ii) any Fees and Commissions against payments due by the Company to Client under this Agreement.

INFORMATION AND COMMUNICATION RIGHTS

The Client authorizes the Company to receive all information concerning the Client in connection with this Agreement or the Client's use of the Platform from any Affiliate and the Crypto Wallet Provider.

The Client authorizes the Company to disclose all information concerning the Client and his Transactions to any authority who may request such Information.

FORCE MAJEURE

The Company shall not be liable to the Client or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot,

or other civil unrest; (d) government order or law; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; [and] (g) national or regional emergency; and (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (i) Internet or telecommunication breakdowns, hacking incidents, electronic viruses, power outages and (j) other similar events beyond the control of the Company.

INFORMATION ABOUT RISKS

By electing to be a Party to this Agreement, the Client is aware and agrees that the following risks which include, but are not limited to apply to him :

- i. risk of total or partial loss of amounts paid to the Company or a User under this Agreement, such as may result from a termination event reflected in this Agreement, insolvency of the Company, governmental intervention, or a loss of value based on fluctuating prices,
- ii. risk of value depreciation of this Agreement,
- iii. risk related to the fixed term of this Agreement,
- iv. risk that an authority or a regulator may prohibit or limit the legal and economic effects of this Agreement,
- v. risk of termination of this Agreement,
- vi. risk of Company's insolvency.

The Client acknowledges that the value of this Agreement and the number of the Points collected is subject to fluctuation, including fluctuations in the Talent's career, potential, physical integrity and behavior;

The Client acknowledges that the nature, quantity and availability of Rewards in the Store may fluctuate.

The Client confirms that he understands and accepts the legal nature of this Agreement and shall keep the Company harmless against any tax or levy of whatsoever nature which is applicable to the Transactions and the responsibility of the Client, and in particular in relation with the credit, use and redemption of Points. The Client shall seek advice from qualified professionals in the legal and tax fields in any State whose laws may be applicable to him.

General Terms of use

The Client undertakes to comply at all times with the General Terms of Use.

NOTICES

Any Notice under this Agreement shall be made exclusively in the following manner:

In the event of a Notice by the Company to the Client, the Company may make a Notice:

- i. By email, to the email address provided by the Client when registering on the Platform;
- ii. By registered mail or by courier such as DHL or Fedex to the Client's postal address as declared by him on the Platform;
- iii. By message displayed on the Platform's internet access page or on the Client's User Account.

Except with respect to the Subscription, the Client may Notify the Company as follows:

By registered mail with return receipt or by special carrier such as DHL or Fedex to the Company's address at 251 Little Falls Drive, 19808 Wilmington, United States of America, or

By email, at the following address: contact@royaltiz.com subject to written confirmation of receipt by the Company.

In the event of a Notice by the Client to the Company for Subscription, the Client shall send such Notice only by clicking on the corresponding link on the Platform for any Subscription.

Either Party may change its postal address or email address for Notice by giving the other Party five (5) business days' Notice of the new postal address or email address.

LIMITATION OF LIABILITY

The Client declares that to the extent permitted by applicable law he/she/it shall not hold the Company liable for any damages, direct, indirect or consequential arising in part or whole from :

Any statement by Talent or a party to the Performance Agreement to which this Agreement relates,

Any false or erroneous information used in the Calculation Formula and more generally for the calculation of the Performance, with the understanding that the Company includes only information that it believes to be correct, and will rectify any erroneous information as soon as practicable after learning that it is erroneous, or (based on its own best judgement) after reasonably suspecting that it is erroneous,

Any unintentional error by the Company in calculating Points,

Any hacking of the User's Account resulting in one or more fraudulent Transactions, or the hacking of the Company's website resulting in suspension of activity or other unintended consequences,

Any situation such as a bug, unavailability or hacking of the Platform making access to the User Account impossible or onerous,

Any fraudulent action by any Person on the Platform resulting in a modification of the Agreement Documents,

The non-compliance of the Client with Applicable Laws including with any tax laws applicable to the Transactions carried out by him.

The Client acknowledges that the information communicated or transmitted to him by the Company does not constitutes advice, recommendation or an opinion on the part of the Company on legal, financial and/or tax matters with respect to the Transactions or any right the Client may exercise under this Agreement.

Any taxes applicable in relation with the collection of Points and their use to obtain Rewards is entirely borne by the Client.

The Client acknowledges that he/she/it shall not have expectation of profit arising from this Agreement and that there is no guarantee given by the Company as to the liquidity or future value of this Agreement.

The Client shall remain solely responsible to the Company for the Transactions made from his User Account.

The Client acknowledges that the Company does not have custody of the Client's funds.

ANTI CORRUPTION

The Company reserves the right to suspend or terminate the User Account of any person who it believes in its sole discretion is disreputable.

ADMISSIBLE EVIDENCE

The Client accepts that only the data recorded by the Company in relation with any Transactions shall constitute satisfactory and sole evidence of all Transactions under this Agreement.

AMENDMENTS

1. Without prejudice to the changes and amendments that the Company is authorized hereunder to make in its sole discretion, any amendment to this Agreement shall only be effective if made (i) in writing and (ii) signed or electronically validated by the Parties.
2. Notwithstanding anything to the contrary contained in this Agreement, in case of Change of Residence of the Client, this Agreement shall be automatically terminate without any compensation payable to the Client.

NO WAIVER - PARTIAL NULLITY

Failure by a Party to enforce any provision of this Agreement shall not be construed as a waiver by such Party from exercising such rights.

In the event that any provision of this Agreement becomes invalid or of no effect, the validity of the remaining provisions shall remain unaffected.

APPLICABLE LAW AND JURISDICTION

This Agreement is governed by the laws of the State of New York (USA). This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

To the fullest extent permitted by applicable law, the Client and the Company agree that any dispute, claim, or controversy arising out of or relating in any way to this Agreement, including the existence, validity, performance, interpretation, and/or termination of this Agreement ("Dispute") shall be submitted to the exclusive jurisdiction of the competent court of New York State. The Client undertakes that any such Dispute shall be brought by he/she/it solely in an individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, or consolidated proceeding.

The Client expressly waives any right to participate in a class action, private attorney general action, or other representative proceeding against the Company.

EACH PARTY ACKNOWLEDGES AND AGREES THAT FOR ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, HE, SHE, OR IT IRREVOCABLY AND UNCONDITIONALLY

WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

APPENDIX 1

Terminological Equivalents

Term defined in this Agreement	Terminology Equivalent on the Platform
SUBSCRIPTION	BUY
USER ACCOUNT	WALLET
TERMINATION FOR BREACH	BANNING
POINTS	ROY Rewards
ASSIGNMENT	BUY/SELL
REWARDS	Rewards
Shop	Shop, rewards list

APPENDIX 2

FEES AND COMMISSIONS

OPERATION	PERSON LIABLE FOR APPLICABLE FEES AND COMMISSIONS	AMOUNT OF APPLICABLE FEES OR COMMISSIONS
Subscription	User	two and a half percent (2.5%) of the total Subscription amount per subscription to one or more Roy Contracts linked to the same Talent and.
Assignment		As assignor (seller): five and a half percent (5.5%) of the total Assignment amount of one or more ROY Contracts linked to the same Talent; As assignor (seller): five and a half percent (7.5%) of the total Assignment amount of one or more ROY Contracts linked to the same

		<p>Talent 1h after a talent introduction.</p> <p>As assignee (buyer), two and a half percent (2.5%) of the total Assignment amount of one or more Roy Contracts linked to the same Talent;</p> <p>Fees associated with buying, selling, or trading ROYs are displayed at the time of transaction and may fluctuate rapidly based on market conditions, blockchain network activity, and liquidity. You are responsible for reviewing and understanding all applicable fees before confirming any transaction</p>
Gas fees related to USDC transfers on the Coinbase block-chain network may also be applicable		
