

Atommm Supply Creator Program Agreement

Version 1.0

Effective Date: [Insert Date], 2025

This Atommm Supply Creator Program Agreement (“Creator Program Agreement” or “Agreement”) governs your choice to join and participate in the Atommm Supply Creator Program (“Creator Program”) on the Atommm Platform provided by **Makeblock Europe B.V.** and/or any other related entity whether in existence now or in the future (collectively referred to herein as “we,” “us,” “Atommm,” and/or “the Platform”).

The terms located at **Atommm Terms of Use** (“TOU”), **User Conduct Guidelines**, **Privacy Policy**, and **Copyright Statement** (collectively, “Atommm Terms”) will also govern the relationship between You and Atommm. In the event of any inconsistency or conflict between the terms and conditions of the TOU, User Conduct Guidelines, and this Agreement, the terms and conditions of this Agreement shall prevail regarding the specific subject matter of the Creator Program. The instruction page of Atommm, notifications, or emails from Atommm will provide further rules of the Creator Program.

By checking the box or clicking **“I Agree”** to participate in the Creator Program, you are agreeing to be bound by and to comply with all the terms and conditions in this Creator Program Agreement. Wherever used in this Creator Program Agreement, “Creator,” “you,” “your” or similar terms mean the person or legal entity participating in the Creator Program. Atommm and the Creator are hereinafter referred to as “a Party” respectively and collectively as “the Parties”.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS WITHOUT MODIFICATION, PLEASE DO NOT ACCESS AND PARTICIPATE IN THE CREATOR PROGRAM.

1. Content of the Creator Program Cooperation

1.1 Participation in the Creator Program: Participation in the Creator Program is by invitation only or subject to strict application review by Atommm. Atommm reserves the full discretion to select Creators based on content quality, community contribution, safety

compliance, and other criteria determined by Atommm. Meeting any specific metrics does not guarantee admission. Participation is open to Creators who utilize the Bill of Materials (BOM) feature to recommend Official Materials for their Projects.

Once a Creator joins the program, Atommm will provide incentives for the dedicated materials, consumables, accessories, or other products (collectively referred to herein as “Official Materials”) chosen by the Creators for the Creator’s relevant Projects that participate in the Creator Program (“Creator Projects”). These Official Materials should have been displayed and sold in the Atommm or xTool official online store.

1.2 Promotion and Revenue Sharing: The Creator shall display the dedicated Official Materials in the Bill of Materials of the Creator Project or on other promotional pages of the Creator Project within the Atommm Platform.

The Creator will be eligible to receive revenue share incentives from the sales of the corresponding Official Materials. Atommm will track and record the sales revenue of Official Materials generated from the dedicated sales link in the Bill of Materials of the Creator and will also calculate the appropriate commission based on these sales. The calculated commissions will be settled with the Creator through the Atommm Platform and visible in the Creator Center Dashboard.

1.3 Notification and Key Terms: Specific details regarding the dedicated Official Materials, commission rate, settlement period, and other related key information will be communicated to the Creators via the Creator Center Dashboard, notifications, or emails from the Atommm Platform, based on the actual review and approval process of Atommm.

2. Rights and Obligations of Both Parties

2.1 Atommm’s Rights and Obligations

2.1.1 Atommm shall be responsible for formulating the overall Creator Program, determining the cooperation details with the Creators, and leading the implementation of the Creator Program.

2.1.2 Atommm shall have the right to put forward suggestions for improvement and

optimization of the Creator Projects and Official Materials recommendations that are part of the Creator Program. The Creator agrees to reasonably cooperate with Atomm in implementing these suggestions. If the parties cannot reach an agreement on the proposed improvements and optimizations, Atomm shall have the right to unilaterally terminate the Creator's participation in the Creator Program without incurring any additional liability to the Creator.

2.1.3 Atomm shall be responsible for the sourcing, inventory management, and sales of the Official Materials, as well as deciding the sales mode, channel, pricing, and promotion arrangement of Official Materials. In case of any change, Atomm shall promptly notify the Creator via platform announcements or dashboard updates. Without prior written consent of Atomm, Creator shall not provide the Official Materials designs or supply chain schemes to any third party or cooperate with any third party to produce, manufacture, or sell the Official Materials, whether directly or indirectly.

2.1.4 Atomm shall have the right to formulate or provide corresponding templates, lists, standards, etc., for the production and use of materials (such as photos, videos, copywriting, etc.) required for the promotion of the Creator Projects and Official Materials. Creator undertakes to cooperate with Atomm in the preparation and production of relevant materials.

2.1.5 Atomm shall have the right to reasonably optimize or adjust the Creator Projects, Bill of Materials, Official Materials scheme, and promotion plan according to the program implementation status or user feedback and legal compliance requirements, etc. Creator undertakes to fully cooperate with Atomm in such optimization or adjustment.

2.1.6 Atomm shall make commercially reasonable efforts to ensure the accuracy and timeliness of sales commission data statistics and pay the corresponding commission fees to Creator in accordance with this Agreement and the specific notifications or emails with the Creator.

2.2 Creator's Rights and Obligations

2.2.1 Creator shall be entitled to receive the corresponding commission after completing the relevant services or obligations in accordance with this Agreement and other

requirements specified by the Creator Program. If Creator has any doubt about the commission amount, it may require a review of the relevant commission amount through friendly negotiation with Atomm. In the event that the commission data review confirms discrepancies, it should be handled under the principle of “refund if overpaid, supplement if underpaid.” If both parties cannot agree on the accuracy of the data and the difference is within 5%, the data of Atomm shall be binding.

2.2.2 Creator has the right to put forward reasonable suggestions on the overall Creator Program and also agree to fully cooperate with Atomm to promote the implementation of the Creator Program.

2.2.3 The Creator shall publish and maintain the Creator Projects in accordance with the requirements specified by the Creator Program, the Atomm User Conduct Guidelines, and the Atomm Platform, and must ensure that the Creator Projects are available for normal use or download by users. The Creator shall also publish and maintain the dedicated Bill of Materials in the manner specified or notified by the Creator Program and Atomm Platform.

2.2.4 Creator undertakes to fully cooperate with Atomm in the promotion and sales of the relevant Official Materials, and to guide users to purchase through the Creator’s dedicated sales link. **Creator shall not provide links to third-party sellers for materials that are available as Official Materials on the Atomm Platform.**

2.2.5 Creator shall be solely responsible for obtaining the third-party authorization (if applicable) required for the Creator Projects, including but not limited to content materials, portrait rights, copyrights, the rights of publicity, personal information, and/or other intellectual property rights, etc. If there is any authorization involved, Creator shall provide Atomm with relevant supporting documents of such legal authorization. Under this Agreement, Atomm is not required or obligated to obtain any license or authorization from any third party or pay any fees to any third party for the use of the Creator Projects.

2.2.6 Creator warrants that the Creator Projects and other services and delivered contents shall not infringe upon any third party’s rights, including but not limited to privacy, reputation, trade secrets, intellectual property rights, etc., and shall not contain any contents that violate rules of the Creator Program, TOU, User Conduct Guidelines, and

relevant laws and regulations or social customs. In the event of any disputes, complaints, claims, administrative penalties, lawsuits, or other consequences arising from Creator's breach of the warranty(ies), Creator shall solve the related issues by itself and compensate Atommm for any actual losses (if any) caused thereby.

2.2.7 Without prior written consent of Atommm, Creator shall not subcontract the services or work undertaken by Creator in the Creator Program, or transfer the rights and/or obligations both parties agreed herein to other third parties.

3. Commission and Promotion Arrangement

3.1 Both Parties acknowledge and agree that Atommm shall have the right to decide the sales manner, channel, pricing, and promotion arrangement of Official Materials. In addition to providing Creator with the dedicated Official Materials sales link, Atommm may also promote and sell the Official Materials on its own platform(s) or other cooperation channels. For the avoidance of doubt, **Creator shall only be entitled to share the commission concluded through Creator's dedicated Official Materials sales link within the Project's Bill of Materials**; in addition, the revenue of Official Materials sold by Atommm through other channels (including direct store visits or other creators' links) shall NOT be within the scope of the commission sharing between Creator and Atommm.

3.2 Both Parties undertake to work together to promote Creator Projects and sell Official Materials, and do not take any malicious drainage, diversion, and other ways to guide users to bypass each other's purchase channels or links. Atommm promises to give priority to cooperate with Creator under the same conditions to guide users to place orders and purchase Official Materials through Creator's dedicated Official Materials sales link.

3.3 Unless otherwise expressly agreed by both Parties, the commissions shall be calculated in U.S. dollar (USD).

3.4 Creators are fully responsible for all tax obligations related to the rewards redeemed through Atommm, including tax filing and payment. Atommm assumes no responsibility in this regard and is not obligated to compensate or reimburse any additional fees or

penalties incurred by Creators due to tax-related matters (if applicable). Additionally, Atommm will not be liable for any responsibilities related to the Creator's legal business and tax obligations, such as tax reporting, payments, withholdings, fines, interest, or penalties, either to the Creator or any third party.

3.5 In order to comply with applicable law, we may perform due diligence (e.g., anti-fraud or anti-money laundering) checks on you as a condition of fulfilling a request for commission. We may deny a commission where we believe we are prohibited from providing you with a commission or any violation of law. If requested (whether by Atommm or its service provider) you must provide complete, accurate, and up-to-date information at all times, including any information required to comply with the law. You will promptly provide any additional information, at the latest within two (2) business days of any request. You acknowledge that we may not authorize your commission until we have received all the information we require, and requests may be terminated if information is not provided in a timely manner. We will not be responsible for any loss arising out of your failure or delay in providing us with the information we require. You agree that Atommm may make, directly or using a third-party service provider, any inquiries we believe are necessary to verify information you provide, including checking commercial databases or credit reports, before we request or permit the issuance of commission. We may keep records of our due diligence checks in accordance with applicable law.

3.6 Commission rates are evaluated based on multiple dimensions, such as the popularity of the project, novelty of the design, exclusivity of the release, the workload involved in designing the project, gross profit margins of corresponding Official Materials, market competition factors, etc. The commission rate for each Creator Project is the result of our comprehensive evaluation. The specific rate and any changes will be communicated to the Creator via notifications or emails from the Atommm Platform.

4. Confidentiality

4.1 "Confidential Information" means during the process of cooperation between the Parties, any information and data, disclosed by Atommm to the Creator in writing, orally,

electronically or in other manner, including, but not limited to, trade secrets, design technology, ideas, know-how, processes, technical know-how, research results, business and product development plans, business plans, customer information, financial data, document templates, quality standards, terms of agreements entered into by the Parties and Atommm's information from third parties that should be kept confidential.

4.2 Within the term of this Agreement, without prior written approval from Atommm, the Creator hereby agrees not to disclose, publish, disseminate, transfer, license or distribute, regardless of the manner or form (including but not limited to expressly or impliedly, directly or indirectly), to any third party the Confidential Information disclosed to it by Atommm, except for those permitted by Atommm in writing. The Creator shall be liable for breaches hereunder.

4.3 Unless otherwise getting the prior written approval from Atommm, the Creator shall not use the Confidential Information for other than the purpose of the Creator Program herein. The Creator agrees that it will take measures to protect the Confidential Information to prevent loss, being stolen or unauthorized access by any unauthorized party. The foregoing measures shall not be lower than the degree of care that the Creator treats its own confidential information, in no event, less than reasonable care. The Creator agrees to notify Atommm promptly of any divulgence or unauthorized use of such Confidential Information and take all possible and reasonable actions along with Atommm, to avoid further spread of Confidential Information, which may come to its attention.

4.4 The Creator shall, upon demand, return or destroy all Confidential Information disclosed by Atommm within five (5) working days after termination of this Agreement, regardless of any reasons for termination. For the avoidance of doubt, the obligation of confidentiality set forth herein shall survive and the Receiving Parties shall nevertheless fulfill the obligations herein, even though all Confidential Information has been returned, canceled or destroyed.

4.5 Without the prior written consent of Atommm, Creator shall not expressly or impliedly publish or announce any cooperation information with Atommm through any manner or through any media and publicity channels, including but not limited to websites, television, magazines, personal social media, etc. The cooperation information includes,

but is not limited to, information about the cooperation relationship between the Parties, the field of cooperation, cooperation projects, the possibility that the Parties are entering into and about to enter into some kind of negotiation, or some kind of cooperation; or the fact that the Parties are about to enter into, have entered into, or have terminated some kind of cooperation, etc. Creator shall settle any dispute itself and hold Atommm harmless from and against any and all adverse effects therefrom, provided that any third-party claim relates to and/or arises from any breach of this term as set forth herein by Creator.

5. Intellectual Property Rights

5.1 The Creator Projects, source materials, and other documents or information and the corresponding intellectual property rights (including, without limitation, copyrights, trademarks, trade secrets, know-how, etc.) provided by the Parties during the performance of this Agreement, which are owned by the Parties or existing prior to the execution of this Agreement, shall remain the property of the original Party or owner; Meanwhile, the Creator hereby agrees to grant to Atommm a **world-wide, non-exclusive, irrevocable, sublicensable and royalty-free license**, as necessary for the purpose of operating the Creator Program, promoting the Official Materials, and performing this Agreement.

5.2 Where Creator designs the Project works independently upon the invitation from Atommm or jointly with Atommm, the ownership and license of the intellectual property rights and other rights of the cooperative Project works shall be subject to specific agreement between Atommm and Creator.

5.3 The Parties warrant that all services and deliverables provided in the Creator Program shall not infringe upon any third party's ownership, intellectual property rights, usage, and other interests. The provider shall defend the other Party against and take all reasonable measures to hold the other Party out of and harmless from any and all negotiations, demands, claims and suits, arising from infringement of third party's ownership, intellectual property rights, usage, and other interests resulting from services or deliverables provided. The provider shall be fully responsible for any liability and reasonable expenses arising out of the foregoing reasons and compensate the injured

Party for actual losses (including but not limited to reasonable attorney fees, litigation expenses, damages, other reasonable expenses or fees paid by the injured Party due to the resolution of the dispute) caused thereby.

5.4 In case of the above-mentioned infringement, claim or dispute, the injured Party is entitled to take one or more of the following measures:

5.4.1 Demand the provider to modify the deliverables or services, and eliminate title defects or risks of the intellectual property thereof, to meet the applicable delivery requirements hereof.

5.4.2 Settle with the third party upon the prior consent of the provider who shall be liable to damages, compensation and other relevant expenses arising therefrom.

5.4.3 Terminate this Agreement and claim against the provider for compensation of the actual losses.

5.5 Creator shall not, unless otherwise expressly granted in this Agreement or with prior written consent of Atommm, use the name, logo, or brand mark of Atommm, its affiliates (including xTool) or brand party, other source materials or information provided by Atommm, in its business promotion or publishment (including, but not limited to, website, self-media platform or business brochure), nor shall disclose the cooperation situation hereunder.

6. Warranties and Representations

6.1 Common warranties and representations of both Parties **6.1.1** The Parties warrant that it has secured all legal licenses and necessary approvals to provide services and business stipulated hereunder, and their execution and performance in this Agreement shall not constitute a breach to any third party or infringement of any third party's interests, nor cause the other Party to be liable to any third party. **6.1.2** The Parties ensure all services or deliverables provided hereunder are in compliance with the applicable laws and regulations, without any violent, pornographic, gambling, reactionary or other illegal and improper content, and which shall not be illegal or harm social and public interests. **6.1.3** The Parties represent to provide reasonable and necessary assistance and support to

the other Party's performance hereunder.

6.2 Warranties and representations of Atomm **6.2.1** Atomm shall use its commercially reasonable efforts to ensure steady operation of its platform for sale and promotion of Official Materials. **6.2.2** Atomm warrants that the platform and promotion hyperlink, through which it sells Official Materials, shall be free from any code, service hyperlink or software of malicious charging traps or any implicit charging and any other action violating applicable laws, regulations and policy specifications. **6.2.3** Atomm undertakes that it shall make reasonable industry efforts to assure delivery and after-sales support (if any) for the products to users of Official Materials.

6.3 Warranties and representations of Creator

6.3.1 Creator undertakes to publish and promote the Creator Projects and Official Materials in the manner as required by the Creator Program; in addition, Creator shall not conduct commercial activities other than provided herein by using the Creator Projects and Official Materials alone or in combination with other products or services.

6.3.2 Creator ensures that it will publish the dedicated Official Materials sales link on designated platforms in the manner as required by the Creator Program, and comply with the operating rules and requirements of relevant platforms; Without prior consent of Atomm, Creator shall not promote or bundle other products of Creator or any third party on the Creator Projects and Official Materials promotion pages, or lead redirects to any other third party's web pages or websites, nor conduct other commercial activities by user traffic.

6.3.3 Creator pledges to make its utmost efforts to promptly reply or answer users' inquiries or questions in respect of the Creator Projects and the Official Materials and coordinate with Atomm to reply or answer users' after sale inquiries or questions.

6.3.4 Creator warrants that it will not upload and promote the Projects and Official Materials by any illegal means, nor harm the rights and interests of Atomm and users by any deceptive or other improper ways, nor create invalid traffic maliciously in any way, falsify transaction records, or cheat or obtain other illegal benefits. Otherwise, Atomm reserves the right to refuse to pay the corresponding commission for the period of

violation of laws or default, and the right to terminate the Agreement, and the right to demand Creator to compensate for the actual losses caused (if any) in this regard.

6.3.5 Creator warrants that it shall not upload to the Atommm platform a Project that Creator knows, or reasonably should know, to be materially defective or that could result in injury to person, property damage, or a risk of fire. **Specifically, regarding laser processing and cutting projects, Creator warrants that the Project design combined with the recommended Official Materials and parameter settings (e.g., power, speed) will not produce hazardous toxic fumes, cause ignition, or damage the user's equipment.** The Creator agrees to indemnify and hold Atommm harmless from any claim, damage or liability arising out of or in connection with this Project.

6.3.6 Creator shall properly manage and safeguard the accounts of the platforms used for publishing the Projects and the Official Materials. Creator shall be responsible for all operations, actions, and results conducted through the accounts. Without prior written consent of Atommm, Creator shall not delete or modify the Creator Projects and dedicated Official Materials sales link or other publicity materials. Creator shall indemnify Atommm where any losses to Atommm due to Creator's improper custody or operation of its account.

6.3.7 The Creator acknowledges and agrees that, to ensure the reasonable use and benefit of users who have purchased the Official Materials, the corresponding Creator Projects shall remain available on the Atommm Platform for at least one (1) year after the Creator exits or is terminated from the Creator Program, regardless of the reason for such exit or termination. The Creator shall not delete the relevant Creator Projects from the Atommm Platform during this period.

7. Risk Management for Materials Inventory

7.1 Inventory and Obsolescence Risk Avoidance: Both Parties acknowledge and agree that, to avoid inventory and obsolescence risks associated with the Official Materials, the Official Materials designs or selection should not be altered in principle when optimizing the relevant Creator Projects or addressing after-sales issues. If it is necessary to modify or adjust the Official Materials selection, both Parties shall engage in friendly consultations to determine a reasonable optimization plan.

7.2 Iteration and Upgrade of Creator Project: If Creator needs to iterate or upgrade the Creator Project due to internal or other reasons (including collaborations with third parties), and the new version cannot reuse the existing Official Materials, Creator must communicate the specific plans in advance and obtain Atomm's approval before implementing the changes.

7.3 Priority Notification for Optimization: For the avoidance of doubt, under the premise of complying with the relevant provisions of this Agreement, if Creator is simultaneously collaborating with other third parties on similar projects, and Creator determines that it is necessary to optimize the Creator Project or the Official Materials choice, Creator shall notify Atomm of the relevant plans as a priority. Atomm shall have the right to prioritize and negotiate with Creator to determine the relevant optimization plan.

8. Special Exemptions

Given the special nature of internet promotions, both Parties agree that the following situations shall not be considered as a breach of contract:

8.1 Adjustments to Platform or Website: For the overall benefit of the market and business needs, Atomm may periodically adjust the content, layout, and design of its related platforms or websites.

8.2 Maintenance of Platform or Website: To ensure the normal operation of the platform or website, Atomm may need to perform regular or irregular backend maintenance.

9. Force Majeure

9.1 Neither Party shall be deemed to be in breach of this Agreement, in case of inability to perform its obligations in whole or in part resulting from Force Majeure Event during the course of performance of this Agreement, provided that the affected Party promptly notifies the other Party along with effective documents regarding the Force Majeure Event.

9.2 The aforementioned Force Majeure Event means any unforeseeable, foreseeable though unavoidable and insurmountable events that substantially hinder the performance of this Agreement by the affected Party, including, without limitation to, earthquakes, typhoons, floods, war, riots, strikes, fire, change of governmental policy, hacker attacks, computer viruses, failure of basic operators or telecommunications authorities, government telecommunications controls and events as such.

10. Indemnity

Except to the extent prohibited by law, the Creator agrees to defend, indemnify, and hold Atommm, its affiliates, and their respective, directors, officers, employees, agents, contractors, third-party service providers, and licensors (collectively, "Atommm Entities") harmless from and against any claim or demand made by any third party, and any related liability, damage, loss, and expense (including costs and attorneys' fees) due to, arising out of, or in connection with: (a) the Creator Projects, (b) the Creator's violation of the Agreement and the Creator Program terms and conditions, and/or (c) the Creator's violation of any applicable laws or regulations. Atommm reserves the right to control the defense of any matter for which the Creator is required to indemnify any of the Atommm Entities, and the Creator agrees to cooperate with the defense of such claims.

11. Disclaimers and Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES OF THE CREATOR PROGRAM ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND ATOMMM EXPRESSLY DISCLAIMS ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT.

IN NO EVENT SHALL ATOMMM BE LIABLE TO THE CREATOR OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THE AGREEMENT OR THE CREATOR'S USE OF, OR INABILITY TO USE, ATOMM PLATFORM OR CREATOR PROGRAM SERVICES, EVEN IF ATOMM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO THE CREATOR, IF ANY, FOR ANY DAMAGES ARISING FROM OR RELATED TO THE AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) ONE HUNDRED US DOLLARS (\$100); OR (B) AMOUNTS ATOMM HAS GENERATED BY THE SALES OF THE RELEVANT OFFICIAL MATERIALS IN THE PRIOR 12 MONTHS (IF ANY).

12. Term, Suspension and Termination

12.1 Term: This Agreement shall come into effect on the date the Creator joins the Creator Program and clicks to agree to this Agreement. Unless terminated in accordance with the relevant provisions of this Agreement, this Agreement shall continue in effect until the completion or termination of the Creator Program.

12.2 SUSPENSION: IN THE FOLLOWING CIRCUMSTANCES, ATOMM IS ENTITLED TO SUSPEND CREATOR'S PARTICIPATION IN THE CREATOR PROGRAM UNTIL THE RELEVANT ISSUES ARE RESOLVED AS REQUIRED BY ATOMM:

12.2.1 CREATOR VIOLATES APPLICABLE USER AGREEMENT AND/OR USAGE POLICIES OF THE RELEVANT PLATFORM, INCLUDING BUT NOT LIMITED TO THIS AGREEMENT, TERM OF USE, User Conduct Guidelines OR APPLICABLE LAWS AND REGULATIONS;

12.2.2 CREATOR VIOLATES THE RULES OR REQUIREMENTS OF THE CREATOR PROGRAM.

12.2.3 THE SERVICES, DELIVERIES, OR USE OF ATOMM PLATFORM BY

CREATOR MAY EXPOSE ATOMM OR ITS USERS TO LEGAL RISKS.

12.2.4 CREATOR OR ITS DELIVERIES IS LIKELY TO INFRINGE INTELLECTUAL PROPERTY OF THE THIRD PARTY; **12.2.5** CREATOR HAS CEASED BUSINESS OPERATIONS OR INVOLVED INSOLVENCY, LIQUIDATION, DISSOLUTION OR SIMILAR PROCEEDINGS. THE PARTIES UNDERSTAND AND AGREE THAT CREATOR IS NOT ENTITLED TO ANY COMMISSION FEES DURING THE SUSPENSION PERIOD.

12.3 Termination

12.3.1 Termination by the Creator: The Creator has the right to choose to exit the Creator Program by providing 30 days' prior written notice to Atomm, but the Creator Projects shall remain available on the Atomm Platform for at least one (1) year after the termination according to the 6.3.7. Both Parties shall negotiate and determine the relevant arrangements for the Creator's exit and the commission settlement plan.

12.3.2 Termination by the Platform: Atomm has the right and unilateral discretion to terminate the sale of the related Official Materials and/or the participation of the Creator or the Creator's Projects in the Creator Program by providing 30 days' prior written notice to the Creator. Both Parties shall negotiate and determine the time of commission payment.

12.3.3 Termination due to Breach: If the Creator breaches this Agreement, the rules of the Creator Program, or events provided by 12.2 occur and the Creator fails to cease and remedy the breach within the specified period (generally no less than 30 days) after receiving notice from Atomm, then Atomm has the right to terminate the Creator's participation in the Creator Program and terminate this Agreement.

12.3.4 Survival of Certain Provisions: Upon the expiration or termination of this Agreement, the provisions related to Article 4 (Confidentiality), Article 5 (Intellectual Property Rights), Article 6 (Representations and Warranties), Article 11 (Disclaimers and Limitation of Liability), Article 13 (Governing Law and Dispute Resolution), and Article 14 (General Provisions) shall continue to be in effect.

13. Governing Law and Dispute Resolution

The validation, interpretation, modification, fulfilment, and dispute settlement of the Agreement are governed by the laws of **the Netherlands**. If any dispute arises concerning the content or performance of the Agreement, the dispute shall be settled through friendly negotiation by both Parties.

In the event that the dispute cannot be settled through negotiation, either Party could submit the dispute to the competent courts in **the Netherlands** for resolution.

14. General Provisions

14.1 The paragraph headings herein are for reference only, and rights and obligations of the Parties shall be specified by the provisions thereof.

14.2 Nothing in the Agreement shall constitute or construe any partnership, joint venture, or agencies, etc. between the Parties.

14.3 This Agreement supersedes all previous oral or written communications between the Parties with respect to the issues hereunder. Appendices or any specific communication (including the notification or emails) between Creator and Atommm about the Agreement and the Creator Program shall be integral parts of the Agreement, with the same legal effect.

14.4 If any provision of this Agreement is found to be illegal, invalid or unenforceable at any time, and which will not substantially affect the validity of this Agreement, the remainder of this Agreement will remain in full force and effect.

14.5 Atommm may interpret and construe all provisions of this Agreement for precluding any ambiguities, and any such interpretation or construction shall be binding.

14.6 Atommm may unilaterally modify or update this Agreement at any time. Atommm shall notify the Creator of any change to the Agreement at least 7 days before the effective date of the updated Agreement, by publishing the updated Agreement through the Atommm Platform, for example and without limitation, on Atommm's website or by means of a message sent to the Creator's registered e-mail address. The Creator may reject the

relevant changes by deleting his or her User Account or by not using the Services. The valid and effective version of the Agreement is always published on Atomm's website. If the Creator continues to use the services after the effective date of the changes, it is deemed that the User has agreed to accept the changes.

15. Final provisions

This Agreement forms an integral part of the Terms of Use of Atomm Platform. The Agreement is a legally-binding agreement between the Creator and Atomm for the Creator Program. If the Creator has any questions regarding the Agreement and the Creator Program, you may contact us by email at: support@atomm.com.