AVIS Land
Vendor Onboarding and Services Agreement

Version 1.0 | 25 November 2026

This Agreement governs business participation in AVIS Land, the High-tech City and its QUANTUM gateway. It establishes the services, operational authority, payment duties, provider charges, customer responsibilities and interruption rights applying to each onboarded Vendor. The accepted Service Record identifies the actual parties, selected services and commercial commitments for that Vendor.

Part A Onboarding and operational authority

1 Parties and common contact

The contracting platform company is either GENESIS Collateral House Company Limited, registered in Ireland under company number 823931, with registered office at 51 Bracken Road, Dublin D18 CV48, Ireland; or GENESIS Collateral House Company, North Carolina entity number 3214399, with registered office at 4111-E Rose Lake Drive, Charlotte, North Carolina 28217, USA. The company identified before acceptance and repeated in the confirmation is the Operator and is referred to as GENESIS for that contract. GENESIS operates within the Monkeyrock group.

The Vendor is the company, institution, partnership or sole trader identified in the verified onboarding record. Its accepting representative confirms authority to bind it. This is a business participation agreement; it does not remove consumer rights attaching to a separate transaction. Independent vendors, franchisees, subsidiaries, system providers, manufacturers and research or educational institutions retain their own legal identity and responsibilities.

All enquiries and notices to GENESIS: legalcube@avis.land. Telephone and WhatsApp: +34 674 002 006. Principal operating and enquiries office: GENESIS, 17-25 Via Ingegno, 84087 Sarno (SA), Italy. Website: https://avis.land. Formal notices may also be delivered to the contracting Operator's registered office.

2 Acceptance and the Service Record

The Agreement takes effect when an authorised Vendor representative accepts this identified version and GENESIS confirms admission. Electronic acceptance or signature is permitted where legally effective. The confirmation must identify the Vendor, its representative and authority, the contracting Operator, the acceptance date and time, this version, the selected services and the terms and prices accepted. Each party must be able to retain the complete record. Neither publication of a capability nor an unconfirmed application alone commits either party to an unspecified paid service.

The accepted onboarding particulars, service descriptions, pricing, service and project orders, provider appointments, standing instructions and express restrictions together form the Service Record. A service order identifies the responsible supplier, scope, deliverables, dependencies, currency, price or calculation, taxes, billing cycle, milestones, duration, acceptance criteria and cancellation conditions. A continuing order may authorise recurring work and expenditure within defined limits.

Mandatory law prevails. Subject to that law, a specifically accepted service order governs its stated commercial particulars and any clearly identified variation; the data processing provisions govern personal-data processing on the Vendor's behalf; this Agreement governs business participation. The Marketplace Product Returns and Cancellation Policy protects customer transactions within its scope.

The Platform Terms and Cookie Policy continue to govern their respective subjects. A later document does not amend an earlier completed transaction merely by being posted online.

3 Onboarding information and authorised users

The Vendor shall supply accurate legal and trading names, registration and tax details, business and contact addresses, responsible representatives, payment details and evidence reasonably required for trader verification, beneficial ownership, licensing, product safety or other applicable duties. It shall keep the information current and promptly report material changes, loss of authority or suspected account misuse. GENESIS must protect verification records and publish only information required for the offer, required by law or authorised for publication.

The Vendor shall identify administrators and the permissions of its personnel and robotic systems. Instructions bind the Vendor only where issued with the relevant authority. Each party shall apply appropriate access controls, protect credentials and cooperate in investigating unauthorised actions. A record appearing in an account does not excuse a failure attributable to GENESIS or make the Vendor automatically liable for an action it did not authorise.

Before offering goods or services, the Vendor confirms that it has the necessary rights and capability and will comply with the rules applicable to its offer and customer location. GENESIS may request proportionate supporting information and must apply any legally required correction or restriction procedure. Verification supports admission and traceability; it does not transfer the Vendor's business or licences to GENESIS.

4 Integrated services and service orders

GENESIS provides the Vendor with access to the AVIS Land High-tech City, its QUANTUM gateway and the services selected in the accepted onboarding record and service orders. The integrated service catalogue includes marketplace operations, payment tools, automated bookkeeping and audit support, corporate account facilities, management reporting, customer interaction, corporate finance, capital-market programmes, project development and industrial technology services.

Each service order identifies its deliverables, responsible supplier, timetable, dependencies, acceptance criteria, charges and any external provider. GENESIS is responsible for the services it contracts to supply, including work it subcontracts. Where the Vendor contracts directly with an independent provider, that provider's disclosed agreement governs its service. The gateway connection does not transfer an independent participant's assets, licences or obligations to GENESIS.

Selection of one service does not automatically purchase every service in the catalogue. A continuing service order may cover recurring work and a defined budget, allowing routine processing and provider coordination without fresh approval for each technical step. A material change to scope, cost or committed resources follows the change procedure in this Agreement.

5 Operational licence and standing authority

On accepting this Agreement and making assets, technology, materials or systems available for its services, the Vendor grants GENESIS a nonexclusive worldwide operational licence and standing mandate to access, safeguard, process, employ and support them for the Vendor's benefit and the functioning of its agreed interconnected services, except to the extent the Vendor expressly restricts that authority. GENESIS may perform routine work through authorised personnel, robotic team members and contracted system providers within the same purpose and limits. No additional royalty is payable for the operational uses licensed by this Agreement unless a separately accepted asset agreement expressly provides otherwise.

This authority includes the technical copies, analysis, formatting, integration, backups, simulations, testing and workflow coordination needed for the selected service. Ownership remains with the lawful

owner. A sale, issue, transfer, pledge, investment, trade or other disposition requires a sufficient transaction instruction or standing mandate and any mandatory formalities. The operational licence creates no undisclosed fee, security interest or right to finance another participant with the Vendor's assets.

The Vendor may record an express restriction through the relevant service controls or by notice to legalcube@avis.land identifying the asset and excluded use. GENESIS must implement a valid restriction without undue delay and explain any resulting effect on the affected service. Completed authorised acts and binding commitments remain governed by their terms. Personal information remains subject to applicable privacy and data processing obligations.

Part B Integrated business finance and industrial services

6 Payment tools and corporate account services

GENESIS supplies the selected interfaces for invoicing, checkout, payment requests, transaction records and connections to the payment, banking, custody or digital-asset providers identified for the service. The relevant account documentation identifies the account holder, account provider, permitted use, currencies or assets, charges, access rights and applicable safeguarding arrangements. A platform business workspace or account record is not itself a bank deposit or a custody appointment.

Payments, transfers and recurring debits follow an accepted instruction or standing mandate identifying the recipient or permitted recipient class, amount or calculation, frequency or trigger, limits and means of stopping future instructions. Authorised robotic systems may execute operations within that mandate without repeating the approval process. Saving credentials or granting the general operational licence alone does not authorise an unspecified debit.

GENESIS and each provider must keep records attributable to the relevant Vendor, account and instruction. Client money and assets must receive the segregation, safeguarding and return treatment required for the service actually performed. An unpaid platform fee does not permit an unauthorised investment, transfer or use of client assets.

7 Automated bookkeeping audit services and reporting

The selected bookkeeping service captures and organises source records, classifies transactions, maintains accounting records and prepares the agreed management reports. The automated audit service supplies continuous control checks, exception reporting, transaction trails and supporting evidence for review. Reports must distinguish processed records, estimated values, missing information and corrections where that distinction affects their use.

The Vendor must provide accurate source information, identify its applicable accounting policies and retain its directors' responsibilities for accounts, tax positions and required approvals. GENESIS must apply reasonable professional care to its contracted processing, investigate reported errors and correct errors attributable to its service while preserving the audit trail. A report does not replace an underlying asset-title, bank, issuer or company-register record.

A statutory audit, regulated assurance opinion, tax filing or other reserved professional engagement is supplied under an engagement identifying the responsible qualified professional and its scope, standards, independence requirements, timetable and fees. Automated control reports are not represented as a statutory audit opinion. Authorised auditors may receive access to relevant records subject to confidentiality and appropriate permissions.

8 Customer interaction and business management

GENESIS provides the selected tools for communications with the Vendor's customers and other users, order administration, delivery and service updates, returns, customer requests and management reporting. Robotic systems may prepare and send communications within approved workflows and recorded authority. The Vendor remains responsible for its offers, product information, supply obligations and customer policies, while GENESIS remains responsible for the functions it supplies.

Customer information may be shared only for the authorised transaction or service and the purposes permitted by applicable data protection terms. Participation in the same technology cluster does not give every participant access to another participant's customer records. Marketing permissions and legally required consents must be obtained separately where required.

9 Corporate finance tokenisation and public markets

Selected finance programmes may include financial modelling, valuation support, investor materials, due-diligence coordination, tokenisation of shares or defined technology rights, private placements, public offerings, admission to trading, bonds, notes and other permitted securities. The programme order identifies the issuer or rights owner, responsible arrangers and professional providers, relevant jurisdictions, intended investor category, documentation, milestones and approved costs.

The parties must classify each proposed instrument by its legal rights and economic substance. A digital token can represent a financial instrument, a contractual technology right or another asset according to its terms and applicable law. Tokenisation does not by itself transfer ownership, perfect security, establish a company or remove an offering, licensing or registration requirement. Issuance, allotment and transfer must be supported by the required corporate approvals, registers and legally effective documents.

The issuer or rights owner is responsible for the accuracy and completeness of its business, asset and offering information. GENESIS is responsible for its contracted work and any responsibilities attaching to its actual role. The programme must provide the prospectus, registration statement, offering document or other disclosure required for its permitted route, or document an applicable exemption. Exchange or trading-venue admission follows that venue's requirements.

An agreed programme commits the responsible parties to the specified work and standards. Financing proceeds, investor participation, valuation, admission to trading and investment performance depend on the relevant decisions and market conditions; they are not guaranteed merely by onboarding or paying a service fee. A specific underwriting or funding commitment must be expressly documented by the party providing it.

10 Trading commodities and market making

Services may include access to execution, brokerage, portfolio administration, physical commodity transactions, futures and other derivatives, and market making under the selected service order. The responsible provider and its permitted functions, territories and required authorisations must be identified before performance. A corporate connection or a licence held by another participant does not confer that authorisation on GENESIS or the Vendor.

A trading or market-making mandate identifies the instruments and venues, permitted strategies, asset and exposure limits, margin or collateral arrangements, fees, reporting and controls for stopping future activity. It may authorise repeated automated transactions within those limits. The parties must observe applicable execution, conflict-of-interest, disclosure, market-integrity and client-asset requirements. No mandate authorises fictitious trades, misleading volume or price manipulation.

A physical commodity sale must identify specifications, quantity, delivery, title, risk and inspection requirements. A derivative or investment product must be documented according to its own legal character; describing it as a commodity or technology product does not alter the applicable obligations.

11 Mergers acquisitions and industrial delivery

The platform's building-by-merger service may coordinate acquisition searches, commercial and technical due diligence, professional advisers, financing workstreams and integration planning. The transaction parties retain authority over negotiations and commitments unless they appoint a representative under a defined mandate. An acquisition, merger, equity issue, security grant or disposal takes effect under its signed transaction documents and required approvals.

Industrial service orders may cover project development, engineering and construction; additive manufacturing and prototyping; laboratory and university research; waste-to-nanopowder and graphene technologies; bionic three-dimensional design; new materials processing; and alternative powder production or supply technologies. Each order must identify the project owner, technical scope, delivery parties, specifications, testing and acceptance methods, ownership of outputs and required site, environmental, product and professional approvals.

Research and prototype work must be assessed against the agreed experimental objectives and deliverables. Commercial production and construction must meet their agreed performance and acceptance requirements. Laboratory findings, research outputs or prototypes do not constitute a certification, industrial performance warranty or permission to place a product on the market unless the responsible party expressly supplies that result under the relevant order.

12 Franchise networks and acquisition projects

A franchise or network appointment must identify the actual franchisor or rights holder, franchisee, permitted business and territory, brand and technology rights, support, standards, duration, fees and exit arrangements. Any required disclosure, registration and waiting period applies before the relevant franchise commitment or payment. A platform account alone does not grant a franchise, exclusive territory, agency or ownership interest. The legal character of the actual relationship prevails over its label.

For a building-by-merger or acquisition project, the accepted mandate identifies the target business or asset class, authorised work, advisers, expenditure limits and decision makers. Negotiation support and due diligence do not authorise a binding acquisition, financing, security grant or disposal outside the mandate. Completion follows the transaction documents, corporate approvals, applicable competition and investment-clearance requirements and the funding and title arrangements agreed by the transaction parties.

Network royalties, technology licences, acquisition consideration and adviser or manufacturer charges are separate from platform fees unless expressly included. A service order must state whether GENESIS contracts as supplier, disclosed agent or coordinator. No participant may bind another or claim its licence or endorsement without the corresponding authority.

13 Products projects and technical acceptance

A manufacturing, construction, research or engineering order must state the relevant specifications, site or delivery arrangements, milestones, testing, acceptance method, materials, ownership, risk, permits and responsible delivery parties before the associated commitment. Research objectives and experimental outputs must be distinguished from promised production or construction performance. An agreed objective acceptance mechanism may operate automatically and must preserve the evidence supporting its result.

The responsible supplier shall perform with the skill, care and standards required by its contract and profession, provide the agreed documentation and address a substantiated failure to meet the agreed requirements. The Vendor shall supply the inputs and site access it has agreed to provide, examine deliverables within the agreed review period and identify defects with sufficient detail for investigation. Inspection or payment does not waive latent-defect rights or mandatory remedies.

Product and materials suppliers shall maintain the identification, conformity, safety, instructions and traceability records required for their market. Nanopowders, graphene, laboratory samples and other controlled materials must have the classification, handling, transport and safety information applicable to the supply. A laboratory result or prototype is a certification only where the responsible party has expressly contracted and is competent to provide that certification.

The Vendor shall promptly notify GENESIS of a material product-safety concern affecting platform users and cooperate in correction, withdrawal, recall and legally required reporting. Environmental, recycled-content, durability, performance and other technical claims must be accurate and supported by evidence. Applicable restrictions on misleading environmental claims and unauthorised sustainability labels must be observed. Each party retains the product-safety and marketplace duties imposed on its own role.

14 Technology development and continuing improvement

GENESIS may maintain and improve the platform and coordinate technology upgrades, compatibility work and development services within the agreed scope. Ordinary maintenance included in the selected service is covered by its agreed fee. New equipment, manufacturer licences, franchise-network charges, specialist research, substantial upgrades and other additional services require the disclosed charge and approval or standing budget authority provided by this Agreement.

Changes must respect the Vendor's existing ownership, confidentiality, express asset restrictions and applicable service commitments. Material changes affecting an agreed interface, deliverable or operating process must be communicated with an appropriate transition arrangement. A commitment to continuing improvement does not authorise unrestricted spending or replace a specified performance obligation.

Part C Charges payment and service interruption

15 Platform fees and continuing technology services

The Vendor shall pay the platform, subscription, transaction, maintenance and project charges disclosed and accepted in its Service Record. These may cover payment tools, automated bookkeeping and automated audit functions, corporate-account administration, management reports, communications, technology integration and continuing improvement of the selected systems. The applicable package determines which functions and routine updates are included.

Additional technology licences, equipment, increased capacity, specialist work or a new service are chargeable only under accepted pricing or an authorised budget. GENESIS may improve an included function without a new instruction for each update. A material reduction of agreed functionality or a change in charges follows the change procedure below. An update does not itself authorise a new charge.

16 Provider manufacturer and network charges

The Vendor shall also pay charges it accepts for separate providers, manufacturers, laboratories, universities, engineers, constructors, franchise networks, professional advisers and financial-service participants. Such charges may include research and prototype work, production and materials,

logistics, intellectual-property licences, franchise royalties, project development, acquisition work and approved financing or capital-market mandates.

Before GENESIS commits expenditure for the Vendor, the relevant order or standing mandate must identify the payee or permitted provider class, service, price or calculation method, budget limit, taxes, any GENESIS administration margin, payment timing and cancellation exposure. A direct provider contract remains with that provider; an invoice through GENESIS must distinguish GENESIS's own charges from amounts collected for others. Accepted recurring charges may continue within their stated period and limits.

A provider price increase or budget overrun must be disclosed and accepted before additional expenditure is committed. GENESIS may pause the affected new work while the Vendor decides. Actual non-cancellable costs already authorised remain payable, subject to the provider's contractual performance and applicable remedies. No general permission to operate the platform creates unlimited spending authority.

17 Invoices advance payments and disputes

The due date and payment method in an accepted order apply. If no due date is stated, a correctly addressed invoice for amounts properly due is payable within 14 calendar days after receipt. Recurring charges follow the accepted billing cycle. A deposit, advance, milestone payment or provider top-up is required before the related commitment or stage only where the accepted order says so.

Invoices must show the supplier, service or project reference, charging period or milestone, amount, currency, applicable taxes and due date. Foreign-exchange conversion or payment-provider charges must follow the disclosed method. The Vendor shall promptly notify legalcube@avis.land of an invoice dispute, identify the disputed amount and explain the reason. The undisputed amount remains payable. Failure to raise an issue immediately does not waive a lawful claim.

GENESIS shall investigate a genuine, reasonably documented dispute and provide the relevant charging records. It shall not suspend the affected service solely for the disputed sum while that review is conducted in good faith. A corrected or confirmed amount is payable on the stated lawful due date; where a new correction creates an additional payment obligation, the notice must give a reasonable opportunity to pay.

Each party shall account for the taxes legally due on its own supplies and income and provide required tax records. The accepted pricing must state how applicable VAT, duties and other taxes are treated. A legally required withholding must be documented and remitted to the proper authority; a gross-up applies only where expressly agreed and lawful.

18 Late payment and recovery costs

An overdue commercial amount may accrue the late-payment interest and recovery compensation provided by applicable law. Where the Irish commercial late-payment rules govern, the statutory rate is the relevant European Central Bank reference rate plus eight percentage points, adjusted as the law provides. The statutory compensation scale and any further reasonable recovery costs apply only where legally due. GENESIS must identify the legal or agreed basis and calculation in the demand.

No undisclosed penalty or automatic forfeiture of the Vendor's assets applies. A provider's additional storage, demobilisation, cancellation or restart costs are payable only if authorised by the applicable agreement, actually incurred or lawfully committed, reasonable and evidenced. The same loss or recovery cost must not be charged twice.

19 Service interruption for unpaid amounts

If an undisputed amount remains unpaid after its due date, GENESIS may issue a written past-due notice stating the invoice, outstanding amount, payment route, affected service and proposed interruption date. The Vendor has seven calendar days from receipt to pay, demonstrate payment or agree a payment arrangement. If the default remains unremedied when that period expires, GENESIS may suspend the affected paid service, new orders or further expenditure.

Suspension must be proportionate to the default and confined to the relevant service where practicable. GENESIS must provide specific reasons and the contractual ground in a durable form before or when a restriction takes effect. Earlier restrictions are permitted where required by law or reasonably necessary to address an immediate security, fraud or safety risk; ordinary nonpayment does not itself remove the notice and cure procedure.

Interruption does not cancel existing customer orders, warranties, returns, refunds or legally required records. As far as lawful and technically practicable, the Vendor must retain access needed to identify and fulfil those obligations, review invoices, use complaint procedures and obtain its business records. A refusal to pay a platform invoice does not authorise seizure of customer funds or disposal of Vendor property.

20 Provider interruption and restoration

An independent provider may suspend its own service under the contract governing that service. GENESIS shall communicate a known interruption and its effect promptly, help coordinate a remedy within the agreed scope and avoid unnecessarily interrupting unrelated platform functions. GENESIS remains responsible for obligations attributable to its own conduct and suppliers for which it is contractually or legally responsible.

After the default is cured or a payment arrangement is accepted, GENESIS shall restore affected functions without undue delay, subject to necessary provider reactivation and security checks. A reactivation charge applies only where previously disclosed and accepted or lawfully payable as an evidenced recovery cost. Subscription charges during suspension follow the accepted terms, subject to mandatory rights; no undisclosed restoration or interruption fee may be added.

21 Customer money deductions and refunds

Customer money, safeguarded funds, securities, tokens and other assets remain subject to their ownership and service arrangements. This Agreement does not permit GENESIS to fund its own business from them. Deduction from sums otherwise payable to the Vendor requires a separate lawful settlement authority and an itemised record. Any ordinary set-off is limited to mutual, due and undisputed or finally determined monetary debts between the same parties in the same capacity, where law permits; third-party or protected client assets are excluded.

The Vendor shall meet valid customer refund, replacement, warranty and chargeback obligations and provide required funding under its accepted payment-service terms. An unresolved platform-fee dispute or account suspension is not a defence to those obligations. Provider reversals, reserves or chargeback charges must follow the applicable agreement and law, with the available evidence and dispute route.

Part D Customers ownership and information

22 Vendor offers customer contracts and returns

The Vendor is responsible for the offers and customer supplies made in its name. Before commitment, it shall identify the seller, product or service, total price and additional charges, delivery, performance, payment, cancellation, returns, remedies and complaint arrangements. It shall provide

the customer with a confirmation that can be retained. An automatic order-acceptance workflow must follow the offer and the Vendor's recorded authority. GENESIS is responsible for its own contracted services and any duties arising from its actual role.

The Vendor adopts the AVIS Land Marketplace Product Returns and Cancellation Policy as the minimum marketplace process, subject to mandatory law and any more favourable customer promise. It shall provide any required seller-specific statutory cancellation form, online withdrawal function, legal-guarantee notice and commercial-guarantee information. GENESIS shall provide the functionality and cooperation within its responsibility needed for those duties. A valid statutory cancellation must not depend on prior return permission or a return-authorisation number.

The Vendor appoints the contracting GENESIS Operator as its authorised agent to receive customer withdrawal, cancellation, return and remedy notices at legalcube@avis.land and the stated principal correspondence office. Receipt by GENESIS counts as receipt by the Vendor for the customer's deadline; GENESIS must preserve the receipt record and forward the notice promptly. This limited appointment does not make GENESIS the seller or authorise it to waive the customer's rights. Physical returns go to the Vendor's nominated address or collection service, unless expressly agreed otherwise. This does not prejudice any statutory rule under which timely sending or online submission preserves the customer's right.

The Vendor shall fulfil lawful repair, replacement, refund, warranty and recall duties and fund the refunds it owes. A manufacturer dispute, unpaid platform invoice, provider interruption or suspended Vendor account does not remove those duties. GENESIS must retain or provide the lawful access and cooperation reasonably needed to handle existing customer obligations. The Vendor's own terms may add benefits but may not contradict mandatory rights or the accepted marketplace return process.

23 Product visibility ranking and other channels

Eligibility for the standard marketplace product scroller depends on publication of the product, identification of its seller and availability of a product picture. Initial selection rotates across building or division categories to provide a mix, subject to the display's product limit. Within that selection, permitted personalisation gives greater prominence to categories associated with the visitor's product views and basket actions; basket actions carry greater weight than views. Equal scores retain the underlying selection order. Shop search matches text against product names and otherwise retains catalogue order.

These parameters support discoverability and category variety; they do not guarantee position, traffic or sales. The described standard ranking does not use service fees payable under this Agreement as a priority factor. Separately agreed paid promotion must be identified to users, with its effect on prominence disclosed before purchase. Any different treatment of GENESIS or affiliated offers must be explained in the relevant service information. Personalisation is subject to the Cookie Policy and applicable privacy choices.

The Vendor may use other lawful sales channels and offer different prices or terms elsewhere. No exclusivity or price-parity obligation arises from this Agreement. A separately negotiated distribution or franchise restriction must identify its scope and comply with applicable law.

Public offers may be displayed through the AVIS website and application functions selected for the service. Any additional external distribution or affiliate channel must be identified in the accepted Service Record, including its audience, purpose, material conditions and charges. Private project and customer information remains subject to its access restrictions.

24 Ownership deliverables and confidentiality

The Vendor and other lawful owners retain their pre-existing assets, equity, intellectual property, technology, designs, production systems and confidential information. The operational licence grants the use needed for the agreed services and does not assign ownership. A participant's assets remain that participant's assets when introduced into the High-tech City.

As between the Vendor and GENESIS, GENESIS assigns to the Vendor any rights it may hold in outputs created specifically for the Vendor's workspace, subject to disclosed third-party materials and specifically accepted project agreements allocating jointly developed work. Existing platform software and other participants' pre-existing rights remain theirs. Copyright protection and exclusivity follow applicable law. A specific ownership allocation must identify the affected output and must not retrospectively reduce an assignment or broader licence already granted.

The Vendor receives a perpetual, worldwide, nonexclusive licence to GENESIS background technology incorporated in a delivered output to the extent necessary for its agreed business use, including through its contractors subject to confidentiality. That licence is included in the agreed service fee unless a separate technology charge was disclosed and accepted before commitment. Conditions on embedded third-party material must also be disclosed before commitment. GENESIS shall secure the rights from its subcontractors needed to deliver its promised assignment or licence.

Confidential information may be used only for the agreed purpose and disclosed to persons who need it and are bound by suitable duties. The obligation does not cover information lawfully public, independently developed without use of the confidential material, or lawfully obtained without restriction. Required disclosures must be limited to what is required, with prior notice where lawful. Trade secrets remain protected while they qualify as such; other confidential information remains protected for five years after the relevant engagement ends.

Technical analysis, simulation and adaptation within the Vendor's agreed service may run under the operational mandate. Disclosure of private assets to unrelated participants, publication of research, or training a generally shared model beyond that purpose requires the relevant rights and lawful authority. The platform's improvement programme does not create ownership of a Vendor's technology.

The operational licence ends when the relevant asset is removed or the engagement ends, except for limited authorised completion, secure closure, backup removal and lawful retention. Existing ownership, assignments and perpetual licences to delivered outputs survive. Unpaid fees do not transfer ownership of the Vendor's assets or cancel its mandatory information and export rights.

25 Lawful operation and service continuity

Each party shall comply with the laws and professional requirements applicable to its own activities, including relevant sanctions, anti-bribery, export, product, tax and data obligations. The Vendor shall not offer unlawful or counterfeit products, misrepresent ownership or authorisation, misuse credentials, interfere with other systems or supply information it knows is materially misleading. GENESIS shall apply proportionate controls and correct errors attributable to its services.

A service connected to Tower 27 must observe the applicable child-safety, product, educational and privacy requirements. Required parental permission must be obtained separately where the law requires it. Behavioural advertising or commercial profiling of children is not authorised by this Agreement.

GENESIS shall maintain the contracted platform functions with reasonable skill and care, communicate material planned maintenance and address material incidents within its responsibility. Any specific availability or recovery commitment must be recorded in the service order. A party affected by an event outside its reasonable control must notify the other promptly, mitigate its effects

and resume performance as soon as reasonably possible. A lack of funds alone is not such an event; earned payment duties and lawful customer remedies remain enforceable.

26 Business information and data responsibilities

The Vendor may access its submitted information and the order, payment, customer-interaction and service records made available for its agreed functions, subject to lawful restrictions protecting others. GENESIS may access that information only to perform the agreed services and its own disclosed legal, security and administrative functions. The Vendor does not gain access to another participant's private records merely by sharing the gateway. The Service Record must explain any additional data access, sharing and availability after closure.

Each party is a controller for the personal-data purposes it independently determines. Where GENESIS processes personal information solely for the Vendor's instructed services, Schedule A applies and forms the processing contract. If purposes and means are jointly determined, the parties must document the allocation of responsibilities and make its substance available to affected people. A label in an agreement does not override the actual role.

Each party shall provide the privacy information and establish the lawful basis required for its processing. The default asset mandate does not replace consent required for cookies, marketing, children or another specific use. The relevant Privacy Notice governs GENESIS's own processing. No sale or sharing of personal information for unrelated advertising is authorised by the service-processing provisions.

Part E Closure complaints and contractual remedies

27 Changes termination and final settlement

GENESIS shall give at least 15 calendar days' notice on a durable medium before changing these terms or recurring charges, and longer where reasonably necessary for technical or commercial adaptation. Changes apply prospectively. Shorter notice is limited to applicable legal exceptions. The Vendor may terminate before a change takes effect; that termination takes effect within 15 days after the Vendor receives the change notice or sooner if the applicable service terms allow.

The Vendor may terminate an ongoing platform subscription on 30 calendar days' written notice unless an accepted order provides a different lawful term. Ending platform participation does not automatically cancel a separately authorised manufacturing, research, franchise, acquisition or financing engagement. Its agreed completion and cancellation terms continue to apply.

GENESIS shall give at least 30 calendar days' written notice with reasons before terminating the whole business intermediation service. Earlier termination is limited to a legal obligation preventing that notice, an imperative reason recognised by applicable law, or demonstrable repeated contractual breaches meeting the applicable legal conditions. Suspension must not be used to disguise a termination that requires notice.

On closure, the parties shall account for services properly supplied, authorised non-cancellable commitments and sums already paid, crediting unearned amounts where due. Future unperformed charges do not become automatically payable merely because the account closes. GENESIS shall provide a reasonable export opportunity of at least 30 days for the Vendor's accessible business records, subject to lawful third-party protections and any longer mandatory period. Necessary legal retention continues under the applicable data terms.

28 Complaints and human review

The Vendor may challenge a charge, interruption or termination without charge by contacting legalcube@avis.land. GENESIS shall allow the Vendor to explain the relevant facts, arrange review

by an appropriately authorised person and give a reasoned response without undue delay. An unjustified restriction must be reversed promptly with restoration of the relevant access and records.

Where the Digital Services Act's internal complaint rules apply to a decision concerning content, account access, service restriction or payment restriction on the grounds covered by that Act, the complaint route remains available for at least six months after notification. Review is subject to appropriately qualified human supervision. Applicable mediation, certified out-of-court dispute settlement and court rights remain available.

29 Business mediation

GENESIS is willing to engage in good-faith mediation through the Centre for Effective Dispute Resolution, CEDR, at https://www.cedr.com/mediation-services, or the ICC International Centre for ADR at https://iccwbo.org/dispute-resolution/dispute-resolution-services/adr/mediation/. Either route is subject to the provider's rules, case acceptance and appointment of an independent mediator. The parties may agree another suitable mediator.

GENESIS shall bear a reasonable proportion of mediation costs as required by applicable law, taking account of the mediator's recommendation and the parties' relative size and financial strength. For protected EU business-user disputes, mediation outside the Union must preserve the effective benefit of applicable EU and national safeguards. Mediation does not require settlement or prevent either party from seeking court remedies or preserving a limitation period.

30 Responsibility claims and insurance

Each party is responsible for its own breach and legally attributable conduct, including the personnel and subcontractors for whose performance it is responsible. The Vendor remains responsible for its products and customer contracts; GENESIS remains responsible for the services it contracts to supply. Use of an automated system does not create a separate legal person or remove the responsible party's obligations.

Losses and remedies follow the applicable law and the agreed service obligations. Each party shall take reasonable steps to mitigate loss, cooperate in resolving a claim and avoid double recovery. Any contractual liability cap or special allocation must be expressly identified and accepted in the relevant service order; none is implied by a platform fee or by this service catalogue. No term excludes fraud, deliberate misconduct or any liability or remedy that cannot lawfully be excluded.

A party shall reimburse the other for reasonable, legally recoverable third-party claim costs to the extent caused by that party's unlawful supply, lack of rights in supplied material or breach of its confidentiality or data duties. The claiming party must give prompt notice, reasonable defence cooperation and an opportunity to participate. No settlement imposing an admission or non-monetary obligation on the other party may be made without its agreement. Responsibility is reduced to the extent the claiming party caused the loss. Required and contractually agreed insurance must be maintained for the relevant activity.

31 Notices governing law and electronic execution

Notices to the Vendor shall use its designated business contact or a durable account communication that the Vendor can retain. Material notices must identify their subject and relevant action or deadline. Notices to GENESIS use legalcube@avis.land or the postal details above. Each party shall keep its notice details current. A written notice may be given by email or post without depending on an account control.

A contract with GENESIS Ireland is governed by Irish law, with the courts of Ireland having jurisdiction for business disputes. A contract with GENESIS USA is governed by North Carolina law, subject to applicable federal law, with the courts of North Carolina having jurisdiction. Mandatory jurisdiction,

protected business-user rights and applicable consumer rights remain unaffected. A specific project agreement may expressly select another lawful forum for that project. Mediation and complaints do not prevent urgent court relief.

Neither party may transfer this Agreement so as to reduce the other's accrued rights or safeguards. An agreed transfer must identify the successor and preserve the relevant service, asset and data duties. Separate lawful assignments of a monetary receivable remain subject to notice and the debtor's applicable defences. A failure to exercise a right promptly does not alone waive it. If a provision is unenforceable, the remaining lawful provisions continue.

The Agreement and the accepted Service Record are the complete agreement for their subject, without excluding liability for a fraudulent statement or displacing another expressly preserved contract. Changes follow the notice and acceptance rules in this Agreement. Electronic counterparts and retained acceptance records may evidence execution. The Vendor's acceptance confirms its authority, acceptance of the identified terms and fees, and grant of the stated operational mandate subject to its recorded express restrictions.

Schedule A Processing personal data for the Vendor

This Schedule applies where the Vendor is controller and the contracting GENESIS Operator processes personal data on the Vendor's behalf. Processing lasts for the agreed service term, the specified export period and the documented backup-deletion cycle, followed only by restricted retention legally required. Independent-controller processing remains governed by the relevant Privacy Notice and applicable law.

A1 Processing particulars

The subject and purpose are operating the Vendor's selected marketplace, communications, bookkeeping, reporting, project and account-administration functions. Processing includes collecting, recording, organising, hosting, retrieving, analysing, transmitting, backing up, correcting, exporting and deleting information within the documented service instructions. Data subjects are the Vendor's representatives, staff, customers, suppliers and other authorised contacts. Data comprises identity and contact details, account and order information, correspondence, invoices, payment references, service activity and the documents supplied for those functions.

Special-category information, criminal-offence information, children's data or biometric identifiers require a service record that identifies the specific category, purpose, safeguards and lawful authority before that processing begins. The Vendor determines the lawful instructions and supplies required notices. GENESIS shall immediately inform it if, in GENESIS's opinion, an instruction infringes applicable data protection law.

A2 Instructions confidentiality and security

GENESIS shall process only on the Vendor's documented instructions, including permitted transfers, unless applicable law requires otherwise. It shall inform the Vendor of such a legal requirement before processing unless the law prohibits that information. Access shall be limited to authorised persons bound by confidentiality. GENESIS shall not use service data for its own unrelated advertising, combine it for an incompatible purpose or disclose it outside the authorised processing chain. For processing governed by the EU GDPR, an exception permitting processing without instructions applies only where Union or Member State law applicable to GENESIS requires it. Other legal demands must be handled consistently with the GDPR, including its international-transfer requirements.

GENESIS shall maintain measures appropriate to the risk, including access control, separation of participant access, protection of data in transmission and storage, logging, backup and restoration, vulnerability management and testing of safeguards. The service record shall identify any additional measures required by the actual processing. GENESIS shall assist the Vendor, taking account of the processing and information available, with data-subject requests, security duties, impact assessments and required consultations.

A3 Providers incidents and transfers

The Vendor grants general authorisation for subprocessors identified by name, function and processing location in the processing information supplied before use. GENESIS shall give at least 15 calendar days' advance notice of a proposed addition or replacement, allowing a reasonable objection on data-protection grounds. It shall resolve the objection by a suitable alternative or allow termination of the affected processing where no suitable solution is available. Each subprocessor must be bound by a written contract imposing the same applicable data-protection duties and sufficient security guarantees; GENESIS remains fully responsible to the Vendor for performance of those duties.

GENESIS shall notify the Vendor without undue delay after becoming aware of a personal-data breach affecting the instructed processing, provide available details and updates, preserve relevant evidence and assist containment and legally required notifications. The Vendor determines its controller notifications, subject to any separate legal duty of GENESIS. A restricted international transfer requires a valid legal mechanism and any necessary supplementary measures. This Schedule alone is not an international-transfer safeguard; the applicable mechanism and processing locations must be identified before the transfer.

A4 Records audit return and deletion

GENESIS shall make available information necessary to demonstrate compliance and allow and contribute to proportionate audits by the Vendor or its mandated independent auditor, including inspections where needed. Reasonable notice, confidentiality and measures protecting other participants may apply; they must not frustrate the right or urgent regulatory access. GENESIS shall maintain the processing records required for its role and cooperate with competent authorities.

At the end of the processing service, GENESIS shall, at the Vendor's choice, return or delete the personal data and delete remaining copies, unless applicable law requires retention. A retained copy must be restricted to that lawful purpose. Residual backups must be protected from ordinary use and removed through a documented deletion cycle; any restoration must preserve the deletion instruction. The agreed export opportunity does not permit indefinite operational use. The parties' data, confidentiality and security duties continue for information retained after closure. For processing governed by the EU GDPR, retention after termination without the Vendor's instruction is permitted only where Union or Member State law applicable to GENESIS requires it; other legal demands remain subject to GDPR safeguards.