

This Materials License Agreement (the "**Agreement**"), is by and between Whatnot Inc., a Delaware corporation with an address at 2261 Market Street, STE 10754, San Francisco, CA 94114 ("**Company**"), and the individual ("**Licensor**") submitting a Seller Clip Submission Form to Whatnot.

By clicking "I Agree," "Accept," or otherwise affirmatively indicating your consent, Licensor acknowledges that Licensor has read, understood, and agree to be bound by this Materials License Agreement and all terms contained herein as of the Effective Date.

1. License Terms.

- a. "**Licensed Clip[s]**" means the audiovisual content provided to Whatnot via the Seller Clip Submission Form or otherwise.
- b. "**Term**" means, with respect to each Licensed Clip, the period commencing on the date Licensor shares such Licensed Clip with Whatnot and continuing for one (1) year thereafter. For clarity, if Licensor shares additional Licensed Clip[s] in connection with this Agreement, each such Licensed Clip shall be subject to its own, separate one (1) year term beginning on the date it is shared with Whatnot.

2. Grant of Rights. In consideration of the opportunity for potential exposure and promotional benefit, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby grants to Company during the Term the nonexclusive, worldwide, irrevocable, transferable and sublicensable right and license to use, reproduce, distribute, display, publicly perform, exhibit, and otherwise exploit the Licensed Clip[s] in whole or in part and for any lawful purpose in all media now known or hereafter devised, including but not limited to organic and paid social media, whitelisting and dark posting on social media, usage in-app and on the Whatnot Platform, promotion of Company, its Affiliates and their products and services, digital media, brand owned and operated channels (i.e. website, social channels, newsletters, in-app/on platform, etc.), PR, and email. Company does not have any obligation to exploit the rights granted hereunder with respect to the Licensed Clip[s]. As between Company and Licensor, Company owns all copyrights and other rights in any works, materials, or content that incorporate, are based on, or are created using the Licensed Clip[s], provided that such ownership does not include ownership of the copyright in the Licensed Clip[s].

3. Reservation of Rights. Licensor reserves all rights not expressly granted to Company under this Agreement. Licensor owns and retains all right, title, and interest in and to the Licensed Clip[s], subject to the license granted in Section 3.

4. Permissions. Licensor has obtained from all persons and entities who provided services for or participated in, or are, or whose trademark, copyright, likeness or other property is, identified, depicted, or otherwise referred to in the Licensed Clip, such written and signed licenses, permissions, waivers, releases, and consents (collectively, "**Permissions**" and each, individually, a "**Permission**"), including those relating to publicity, privacy, and any intellectual property rights as are, or reasonably may be expected to be, necessary for Company to exercise its rights in the Licensed Clip[s] as permitted by this Agreement without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity. If any Licensed Clip includes music, Licensor has obtained all Permissions, including but not limited to master use, synchronization, and other licenses and performer consents, and shall pay all fees and other payments, required for use of the music in the Licensed Clip as permitted by this Agreement.

5. Representations and Warranties; Indemnification; Limitation of Liability.

- a. Each party represents and warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement.
- b. Licensor represents and warrants that (i) it is the sole owner of the Licensed Clip[s] or is the authorized agent of the owner, and it has the full right, power, and authority to grant the rights and licenses granted hereunder; (ii) the Licensed Clip[s] and Company's use of the Licensed Clip[s] as permitted by this Agreement do not and will not violate or infringe any law or regulation, and do not and will not violate or infringe any copyright, trademark, or other intellectual property, or any privacy, publicity, contract, or other third-party, right, or

constitute libel or slander of any person, company, or other entity; (iii) there is no threatened or pending litigation, proceeding, or other charge or claim related to the Licensed Clip[s]; (iv) the Licensed Clip[s] are free from any claims or encumbrances, and no consents from, or payments to, any third party are required for or by Licensor's grant of rights to Company hereunder or for or by Company's exercise of such rights, and (v) Licensor has obtained all applicable Permissions in connection with this Agreement.

- c. Licensor will indemnify, defend, and hold Company harmless from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) breach of any of Licensor's representations and warranties hereunder, (b) any claim that the Licensed Clip[s] infringe a third party's intellectual property rights, and (c) any third party claim that is based on any act or omission of Licensor that results in personal injury, death, property damage or the violation of any law, ordinance or regulation.
 - d. NEITHER LICENSOR NOR COMPANY WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, SPECIAL, OR EXEMPLARY DAMAGES OR PENALTIES, INCLUDING WITHOUT LIMITATION LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. General. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law known as conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Los Angeles, California and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. Talent may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Company's prior written consent, and any attempt to do so, without such consent, will be void. Company may freely assign this Agreement. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.