

PRINT FOCAL LLC

Seller Agreement

3D Print Marketplace

Print Focal LLC • Spicewood, Texas

Effective upon account registration or first use of the Platform

Preamble

This Seller Agreement ("Agreement") governs all access to and use of the Print Focal LLC online marketplace ("Platform") by independent designers who upload Design Files. This Agreement is a legally binding contract between you and Print Focal LLC ("Print Focal," "we," "us," or "our"), a Limited Liability Company organized and existing under the laws of the State of Texas, with its principal place of business in Spicewood, Texas.

By creating a Seller account, uploading any Design File, or listing any product on the Platform, you acknowledge that you have read, understood, and agree to be legally bound by all terms and conditions set forth in this Agreement. This Agreement is in addition to, and incorporates by reference, the General Terms of the Print Focal Terms of Service. If you do not agree to these terms, you must not register, upload designs, or participate on the Platform in any capacity.

Sellers may be individuals or entities located anywhere in the world, provided that, at the time of registration and at all times thereafter, (a) Stripe supports Connect payouts to a bank account or supported payment method in the Seller's country, and (b) Stripe is able to issue any tax documentation required in the Seller's jurisdiction (such as IRS Form 1099-K in the United States, or the applicable equivalent elsewhere) without additional assistance from Print Focal. By registering a Seller account, you represent and warrant that you meet this requirement and that you have independently confirmed your country's eligibility with Stripe.

Definitions

The following defined terms are used throughout this Agreement:

- **"Agreement"** means this Seller Agreement, including all policies and amendments incorporated by reference.
- **"Buyer"** or **"Customer"** means any person who purchases a printed product through the Platform.
- **"Design File"** means any digital three-dimensional model file uploaded by a Seller, including STL, STEP, OBJ, 3MF, AMF, F3D, or any other supported format.
- **"Gross Sales Price"** means the total amount paid by a Buyer for a product, excluding shipping and taxes, before deductions.

- **"Net Profit"** means the Gross Sales Price less: (a) Print Focal's production minimum fees, which include the platform and fulfillment fee; (b) manufacturing and materials costs; (c) shipping and packaging costs; (d) Payment Processing Fees; and (e) applicable taxes and regulatory fees. The Seller retains 100% of Net Profit after these production minimum fees have been deducted.
- **"Payment Processing Fee"** means the fee charged by Print Focal or its third-party payment processor (Stripe) for processing transactions, currently set at 3% of the total transaction amount.
- **"Platform"** means the Print Focal website, mobile applications, seller portal, and all associated digital infrastructure.
- **"Print Farm Partner"** means any third-party 3D printing company or fulfillment partner authorized by Print Focal to manufacture and/or fulfill orders on its behalf.
- **"Prohibited Design"** means any Design File falling within the categories described in Section S-6.
- **"Seller"** means any individual or entity who registers a seller account and uploads Design Files to the Platform.
- **"Seller Content"** means all Design Files, product descriptions, images, tags, metadata, and other content submitted by a Seller.
- **"Stripe"** means Stripe, Inc., Print Focal's third-party payment processing and seller payout partner.

S-1. Recitals and Nature of the Relationship

S-1.1 Platform Role. Print Focal operates an online marketplace and fulfillment service. Sellers upload digital Design Files; Print Focal physically manufactures (3D prints) and fulfills orders directly to Buyers. Sellers do not ship, warehouse, or handle physical inventory.

S-1.2 Seller's Role. Sellers upload Design Files and earn 100% of Net Profits from completed sales after Print Focal's production minimum fees are deducted. Sellers bear full responsibility for the originality, safety, legal compliance, and intellectual property status of their Design Files.

S-1.3 Independent Contractor. The relationship between Print Focal and each Seller is that of independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employer-employee relationship. Sellers have no authority to bind Print Focal to any obligation.

S-2. Seller Eligibility Requirement

Sellers must be individual persons who are at least 18 years of age, or business entities legally organized and operating in accordance with the laws of their home jurisdiction. A Seller may register from any country where Stripe supports Connect payouts and can

issue any tax documentation required in that jurisdiction directly to the Seller, without requiring assistance, filing, or intervention from Print Focal. Print Focal does not provide tax preparation, tax advisory, or tax filing assistance to Sellers in any country, including the United States; Sellers are solely responsible for confirming, before registering, that Stripe's supported countries and services meet their needs. By registering a Seller account, you represent and warrant that you satisfy these requirements.

Sellers must provide valid government-issued identification and a bank account or other payment method accepted by Stripe for payouts in the Seller's country of residence or organization. If Stripe ceases to support Connect payouts or automated tax documentation in a Seller's country, Print Focal may suspend or terminate that Seller's account until eligibility is restored. Print Focal may require additional identity verification at any time.

S-3. Scope of Agreement and License Grant

S-3.1 Grant to Seller. Subject to this Agreement, Print Focal grants each Seller a non-exclusive, revocable, non-transferable right to access and use the Platform solely to upload Design Files, create product listings, and earn 100% of Net Profits from sales after production minimum fees.

S-3.2 License to Print Focal. By uploading any Design File or Seller Content, the Seller grants Print Focal a worldwide, royalty-free, non-exclusive license to: (a) store and reproduce Design Files for manufacturing physical products in fulfillment of customer orders and for Print Focal's own marketing and promotional purposes; (b) use, display, reproduce, adapt, modify, and distribute product images, photographs, renderings, descriptions, and metadata for any lawful purpose, including marketing, advertising, platform operations, press, and promotional materials, in any media now known or hereafter developed, without compensation to the Seller; (c) manufacture and distribute physical 3D-printed specimens of products derived from Design Files to authorized marketing partners, press outlets, and promotional collaborators solely for marketing and promotional purposes, at no charge; and (d) modify Design Files solely to the extent technically necessary for 3D printing compatibility or marketing production. Design Files will not be sold, licensed, or distributed in digital form to any third party under any circumstances. The license granted in this section survives termination of the Seller's account solely with respect to marketing materials already published or distributed prior to the date of termination.

S-3.3 Platform Modifications. Print Focal reserves the right to modify, suspend, or discontinue any aspect of the Platform at any time, including commission structures, features, and functionality, with reasonable prior notice where practicable.

S-4. Term and Termination

S-4.1 Term. This Agreement commences on the date of account registration and continues indefinitely until terminated.

S-4.2 Termination by Seller. A Seller may terminate their participation by providing thirty (30) days' written notice and deleting their account. All obligations relating to orders placed prior to termination remain in effect.

S-4.3 Termination by Print Focal. Print Focal may immediately terminate or suspend a Seller's account, with or without notice, for: (a) breach of any material term of this Agreement; (b) upload of a Prohibited Design or fraudulent activity; (c) credible intellectual property infringement claims; (d) products causing or reasonably suspected of causing personal injury or property damage; (e) excessive chargebacks or disputes; or (f) any conduct Print Focal determines poses legal, reputational, or safety risks.

S-4.4 Effect of Termination. Upon termination: (a) all Seller access rights cease immediately; (b) Print Focal may remove all Design Files and listings; (c) outstanding commissions will be remitted after a ninety (90) day reserve period for chargebacks and claims; and (d) the Seller remains fully liable for all obligations accrued prior to termination. Termination does not extinguish the Seller's indemnification obligations, product liability exposure, or intellectual property warranties, all of which survive indefinitely.

S-5. Seller Obligations

S-5.1 Design File Standards. Sellers are solely responsible for the quality, accuracy, printability, and safety of all Design Files. All Design Files must be structurally sound, accompanied by accurate product descriptions, include all applicable safety warnings (e.g., small parts, choking hazards, load limits, age restrictions), and comply with all applicable product safety laws.

S-5.2 Accuracy of Listings. All product descriptions, images, tags, and metadata must be accurate and not misleading. Sellers may not make false claims regarding strength, durability, medical utility, food safety, or any other material product characteristic.

S-5.3 Cooperation with Safety Reviews. Sellers agree to cooperate promptly with any safety review initiated by Print Focal, including providing technical documentation, design rationale, and testing data. Print Focal may reject or suspend any listing pending a safety review.

S-5.4 Notification of Defects. If a Seller becomes aware of any defect, hazard, or safety concern associated with a Design File after upload, they must immediately notify Print Focal in writing and request suspension of the relevant listing.

S-5.5 Legal Compliance. Sellers warrant that all Design Files and resulting products comply with all applicable local, state, and federal laws and regulations, including consumer product safety laws and export control regulations.

S-5A. Non-Circumvention

Sellers agree not to directly or indirectly contact, solicit, or transact with any Buyer introduced to the Seller through the Platform for the purpose of conducting any transaction outside of the Platform, whether for the same or similar products or any

other goods or services. This prohibition applies during the term of this Agreement and for a period of two (2) years following the termination of the Seller's account for any reason.

If a Seller is found to have circumvented the Platform to conduct off-platform transactions with Print Focal Buyers, Print Focal shall be entitled to: (a) immediately terminate the Seller's account; (b) withhold all outstanding Net Payouts; and (c) seek damages equal to the commission revenue Print Focal would have earned on the circumvented transactions, in addition to any other remedies available at law or in equity.

S-5B. Non-Solicitation

During the term of this Agreement and for a period of two (2) years following termination for any reason, Sellers agree not to directly or indirectly solicit, recruit, or encourage: (a) any other Seller on the Platform to cease participation or reduce their activity on the Platform; (b) any Print Farm Partner or other vendor of Print Focal to terminate or reduce their relationship with Print Focal; or (c) any employee, contractor, or agent of Print Focal to leave their engagement with Print Focal.

S-5C. Minimum Quality Standards and Performance Thresholds

Print Focal reserves the right to establish and enforce minimum quality standards and performance thresholds for Seller participation on the Platform, including but not limited to minimum average product ratings, maximum acceptable complaint rates, and maximum chargeback or dispute rates. Print Focal may, at its sole discretion, remove individual listings or suspend or terminate a Seller's account if the Seller's products or account performance fall below these thresholds, even in the absence of a specific policy violation.

Print Focal will use reasonable efforts to notify Sellers of performance concerns before taking action, but is not obligated to provide a cure period where Print Focal determines that immediate action is necessary to protect Buyers or the integrity of the Platform.

S-5D. Right to Audit Listings

Print Focal expressly reserves the right, at any time and in its sole discretion, to test-print any Design File listed on the Platform for the purposes of quality verification, safety assessment, intellectual property compliance review, or any other legitimate operational purpose. Print Focal may conduct such audits without prior notice to the Seller. The results of any audit may be used by Print Focal to approve, modify, suspend, or permanently remove a listing, or to take any enforcement action described in this Agreement. The cost of audit prints shall be borne by Print Focal unless the audit reveals a material defect, safety issue, or policy violation, in which case Print Focal may charge audit costs against the Seller's account balance.

S-5E. Design File Escrow and Retention for Active Matters

Notwithstanding Section S-14.3, Print Focal may retain a Seller's Design Files beyond the standard thirty (30) day deletion period in the following circumstances: (a) there is an active customer order, dispute, refund claim, or chargeback involving a product manufactured from the Design File; (b) there is an ongoing safety investigation, regulatory inquiry, or legal proceeding related to the Design File or a product manufactured therefrom; (c) Print Focal has received a valid intellectual property infringement notice related to the Design File and the matter has not been fully resolved; or (d) retention is required by applicable law or court order. Design Files retained under this section will be deleted as soon as the applicable matter is fully resolved. Print Focal will notify the Seller of any extended retention and the reason therefor, except where prohibited by law or court order.

S-6. Prohibited Designs and High-Risk Restrictions

The following categories of Design Files are strictly prohibited on the Platform. This list is illustrative and not exhaustive. Ignorance of these restrictions is not a defense.

S-6.1 Weapons and Weapon Components

- Firearms, frames, receivers, ghost guns, or untraceable firearms.
- High-capacity magazines, bump stocks, auto sears, forced reset triggers, solvent trap kits, or any device designed to modify a firearm's rate of fire or circumvent legal restrictions.
- Suppressors, silencers, or sound-reduction devices for firearms.
- Switchblade knives, gravity knives, butterfly knives (balisongs), brass knuckles, saps, blackjacks, or similar prohibited edged or impact weapons.
- Zip guns, pen guns, or any disguised or improvised firearm or weapon.
- Any item designed to be used with, attached to, or enhance the lethality of a weapon.

S-6.2 Dangerous Devices and Mechanisms

- Explosive devices, incendiary devices, or any component thereof.
- Lock-picking tools, bump keys, or devices designed to bypass security without authorization.
- Skimming devices or any device designed for unauthorized data capture.
- UAV or drone parts specifically designed for weaponization.

S-6.3 Drug Paraphernalia

- Pipes, bowls, bongs, or devices primarily designed for smoking controlled substances.
- Molds, presses, or equipment designed for the manufacture of controlled substances.

- Any item whose primary purpose is the use, manufacture, concealment, or distribution of illegal drugs.

S-6.4 Unsafe Consumer Products

- Electrical enclosures, plugs, outlets, or any product that interfaces with mains electrical systems.
- Pressure vessels or containers designed to hold pressurized gas or liquid.
- Load-bearing structural components for use in construction, vehicles, or machinery where failure could cause injury.
- Helmets, safety harnesses, carabiners, or personal protective equipment (PPE) whose failure could cause serious injury or death.
- Baby or infant items including cribs, teething rings, pacifiers, or any item designed for oral contact by infants.
- Children's toys with small parts (smaller than 1.75 inches in any dimension) marketed to children under 3 years old.
- Items designed for implantation in or prolonged contact with the human body, including dental appliances, prosthetics, or surgical instruments.
- Food contact items including plates, cups, cutlery, or food storage containers.
- Gas masks, respirators, or filtration devices marketed as functional PPE.
- Products intended for use in aviation, aerospace, or life-support systems.
- Candle holders or any product designed for direct contact with open flame that has not been validated for fire safety.

S-6.5 Intellectual Property Infringement

- Replicas or unauthorized reproductions of any product, character, logo, trademark, or creative work protected by intellectual property law.
- Counterfeit items or items designed to deceive consumers about brand origin.
- Designs that reproduce or are substantially derived from a patented invention without a valid license.
- Fan art or derivative works that exceed fair use, particularly those sold commercially without a license.

S-6.6 Harmful, Illegal, or Offensive Content

- Items depicting or celebrating violence, terrorism, genocide, or targeted harm.
- Items incorporating hate symbols or imagery associated with hate groups.
- Sexually explicit, pornographic, or obscene content.
- Items that sexualize or exploit minors in any way.

- Items designed to facilitate stalking, harassment, surveillance, or invasion of privacy.
- Items designed to assist in any illegal activity.

S-6.7 Certification-Required Products

Print Focal does not offer any approval or exception process for products requiring government-issued certifications or mandatory safety standard compliance, including FDA clearance, CPSC certification, FAA authorization, NIOSH approval, DOT compliance, or equivalent regulatory approvals. Such products are strictly prohibited without exception, regardless of whether the Seller claims to hold or intends to obtain any such certification.

S-6.8 Enforcement

Print Focal reserves the right, in its sole and absolute discretion, to determine whether any Design File violates these restrictions, to immediately remove any prohibited listing without notice, and to permanently ban any Seller who repeatedly or egregiously violates this section. Such determinations are final and are not subject to appeal or arbitration.

S-7. Intellectual Property and Patent Compliance

S-7.1 Seller Warranties. The Seller represents, warrants, and covenants that: (a) they are the sole and exclusive owner of all intellectual property rights in each Design File, or hold a valid commercial license authorizing commercialization; (b) no Design File or product manufactured therefrom infringes any patent, copyright, trademark, trade secret, or other intellectual property right anywhere in the world; (c) they have conducted reasonable due diligence, including patent searches where appropriate; and (d) they have not received any cease-and-desist letter or infringement notice related to any Design File without promptly disclosing it to Print Focal.

S-7.2 IP Infringement Claims. Print Focal complies with the Digital Millennium Copyright Act (DMCA) and analogous frameworks. Upon receipt of a credible infringement notice, Print Focal will remove the disputed listing, notify the Seller, and provide an opportunity to submit a counter-notice. Print Focal is not obligated to restore any listing pending resolution and may permanently remove any listing at its sole discretion. Repeated claims against a Seller will result in immediate and permanent account termination.

S-7.3 Patent Indemnification. The Seller specifically agrees to defend, indemnify, and hold harmless Print Focal and its officers, directors, employees, agents, successors, and assigns from any patent infringement claims, suits, damages, royalties, and legal fees arising from: (a) Print Focal's manufacture of physical products from a Seller's Design File; (b) sale or distribution of any such product; or (c) the Seller's submission of a Design File. This obligation survives termination.

S-7.4 Takedown Policy. Any party who believes a listing infringes their intellectual property rights may submit a written notice to Print Focal's designated agent. Print Focal will process all valid notices promptly in accordance with applicable law.

S-8. Product Safety, Liability, and Design Fault

S-8.1 Seller's Responsibility. The Seller bears sole and full responsibility for ensuring that every Design File produces a product that is safe for its intended and reasonably foreseeable uses. Structural integrity, safety characteristics, and performance of 3D-printed products derive from the underlying Design File.

S-8.2 Design Defects Causing Injury. If a customer suffers personal injury, death, or property damage attributable in whole or in part to a defect in a Seller's Design File, the Seller shall: (a) bear sole legal and financial responsibility; (b) immediately indemnify and hold Print Focal harmless; (c) cooperate fully with Print Focal's investigation; and (d) at Print Focal's request, immediately suspend the relevant listing.

S-8.3 Manufacturing Tolerance Disclaimer. The Seller acknowledges that 3D printing introduces inherent dimensional tolerances and material variations. The Seller is responsible for designing files with sufficient safety margins to account for warping, layer adhesion variability, and material property differences. Print Focal is not liable for failures resulting from designs that do not account for these inherent printing characteristics.

S-8.4 Material Limitations. The Seller is responsible for ensuring designs are appropriate for Print Focal's available materials (PLA, PETG, ABS, Resin, Nylon, and others as disclosed) and for disclosing any material requirements in product listings. Print Focal is not liable for design failures due to the Seller's failure to account for material properties.

S-8.5 Product Recalls. In the event of a product safety issue requiring recall or regulatory action, the Seller shall cooperate fully, bear all recall costs attributable to a design defect, and indemnify Print Focal for all recall-related expenses.

S-8.6 Print Focal's Manufacturing Standard. Print Focal agrees to manufacture products from approved Design Files using commercially reasonable operating procedures and quality controls. Print Focal's liability for manufacturing defects (i.e., defects attributable to Print Focal's printing process alone) is limited to replacement or refund of the print cost, not to exceed the caps in Section S-12.

S-8A. Third-Party Manufacturing Technology, Cloud Processing, and Equipment Disclaimer

S-8A.1 Use of Third-Party Hardware and Software. Print Focal fulfills orders using professional 3D printing hardware and software, which may include equipment and platforms manufactured or operated by third parties, including but not limited to Bambu Lab printers, Bambu Studio slicing software, and OrcaSlicer software. OrcaSlicer is used by Print Focal to analyze Design Files and calculate estimated print costs, material

usage, and production times as part of Print Focal's internal pricing and fulfillment workflow. Print Focal reserves the right, at any time and without notice to Sellers or Buyers, to change, supplement, or replace any hardware, software, slicing application, cloud platform, or manufacturing workflow used in the fulfillment of orders. No Seller has any right to dictate the specific equipment, software, or technology used to manufacture or fulfill their order.

S-8A.2 Transient Cloud Processing of Design Files. Sellers acknowledge and expressly agree that the fulfillment process may require Design Files to be processed through third-party software systems, including cloud-based slicing platforms such as Bambu Studio or equivalent tools, as well as local slicing applications such as OrcaSlicer, as part of preparing files for physical printing and cost estimation. During this process, Design Files or derived print-ready files (such as G-code) may transiently pass through or be temporarily stored on third-party servers operated by hardware or software vendors. OrcaSlicer operates primarily as a local application and does not transmit Design Files to external servers in normal use; however, Print Focal makes no warranty regarding the data handling of any third-party software. Print Focal takes commercially reasonable steps to minimize unnecessary exposure of Design Files to third-party systems, including using local LAN-based printing modes where operationally feasible, and does not intentionally share Design Files with third-party vendors beyond what is technically required for manufacturing. By uploading a Design File to the Platform, each Seller expressly acknowledges this operational reality and irrevocably waives any claim against Print Focal arising from the transient processing of their Design File through third-party manufacturing software or hardware systems used solely for the purpose of fulfilling customer orders or calculating production costs.

S-8A.3 Third-Party Vendor Terms and Policy Changes. Print Focal's manufacturing operations depend in part on third-party hardware and software vendors whose terms of service, pricing, features, and availability are subject to change at any time and are outside Print Focal's control. Print Focal is not liable to any Seller for any disruption, delay, cost increase, feature restriction, or service termination caused by changes to third-party vendor terms, firmware updates, licensing changes, cloud service modifications, or any other action taken by a third-party vendor that affects Print Focal's manufacturing or fulfillment operations. In the event that a third-party vendor's policy changes materially impact Print Focal's ability to fulfill orders, Print Focal will use commercially reasonable efforts to identify and implement alternative manufacturing solutions as promptly as practicable.

S-8A.4 No Warranty Regarding Third-Party Systems. Print Focal makes no representation or warranty regarding the security, reliability, data handling practices, or terms of any third-party hardware or software vendor used in the manufacturing process. Sellers who have concerns about the specific technology used to process their Design Files should contact Print Focal prior to uploading their files. Continued use of the Platform constitutes each Seller's informed consent to the manufacturing practices described in this section.

S-8A.5 Design File Security During Manufacturing. Notwithstanding the transient cloud processing described in Section S-8A.2, Print Focal does not authorize any

third-party vendor to retain, copy, commercialize, or otherwise use Seller Design Files beyond what is technically necessary for the immediate manufacturing task. Print Focal's agreements with Print Farm Partners include confidentiality obligations consistent with Section S-14.2. However, Print Focal cannot guarantee the data handling practices of independent third-party hardware or software vendors such as Bambu Lab or Orca Slicer developers, and expressly disclaims any liability for data handling by such vendors beyond Print Focal's direct control. Sellers who require absolute assurance against any third-party cloud contact should notify Print Focal, which will use good-faith efforts to fulfill applicable orders using local-only processing modes where available.

S-9. Fees, Commissions, and Stripe Payouts

S-9.1 Commission Structure. Sellers receive 100% (One Hundred Percent) of the Net Profit of each order fulfilled through the Platform. Net Profit is calculated as the Gross Sales Price less all production minimum fees defined in the Definitions section, including Print Focal's platform and fulfillment fee, manufacturing and materials costs, shipping and packaging costs, Payment Processing Fees, and applicable taxes. Sellers retain all remaining profit after these production minimum fees are deducted. Print Focal will provide an itemized statement of each sale via the Seller portal showing the Gross Sales Price, all production minimum fee deductions, and the resulting Net Profit paid in full to the Seller. Production minimum fees are subject to change at Print Focal's sole discretion, with prior notice via email or Seller portal. Continued use of the Platform after notice constitutes acceptance of any revised fees.

S-9.2 Payment Processing Fee (Stripe). All transactions are processed by Stripe, Inc. A Payment Processing Fee of 3% (Three Percent) of the total transaction amount (including Gross Sales Price, shipping, and applicable taxes) is deducted from proceeds when calculating Net Profit. This fee covers credit card processing, fraud prevention, currency handling, and Stripe gateway costs. Sellers also acknowledge that payouts are subject to Stripe's standard terms, which may include identity verification, compliance holds, and payout restrictions in accordance with Stripe's own policies.

S-9.3 Payout Schedule. Net payouts are remitted to the Seller's Stripe-connected bank account on a bi-weekly (every 14 calendar days) basis, subject to a standard fourteen (14) day clearing period for potential Buyer disputes, returns, or chargebacks. Sellers are solely responsible for maintaining accurate and current banking and Stripe account information. Print Focal is not responsible for delays caused by Stripe, banking institutions, or the Seller's failure to maintain valid payout information.

S-9.4 Reserve Account. Print Focal may maintain a rolling reserve of up to 10% of the Seller's monthly Net Payouts for up to ninety (90) days to cover potential chargebacks, refunds, or indemnification obligations. Reserves will be released following resolution of any outstanding claims.

S-9.5 Taxes. Sellers are solely responsible for determining, collecting, reporting, and remitting all applicable income taxes, sales taxes, value-added taxes, self-employment taxes, and any other taxes arising from their net profit income in their own jurisdiction,

except in cases where Print Focal is legally required to act as a Marketplace Facilitator. Sellers will receive any applicable tax documentation (e.g., IRS Form 1099-K in the United States, or the equivalent form for the Seller's country) automatically and directly from Stripe as required by law. Print Focal does not prepare, review, or supplement tax documentation for any Seller in any country, and Sellers acknowledge that Print Focal's ability to support a Seller's country is expressly conditioned on Stripe's ability to issue that documentation without Print Focal's involvement. Sellers agree to indemnify Print Focal against any tax liabilities arising from their failure to comply with applicable tax laws.

S-9.6 Chargebacks and Disputes. If a Buyer initiates a chargeback or payment dispute attributable to a Seller's design quality, product misrepresentation, or safety issues, the Seller shall be fully liable for the chargeback amount plus any administrative fees assessed by Stripe or the payment network. Print Focal may deduct these amounts from current or future Net Payouts.

S-10. Print Focal's Obligations to Sellers

S-10.1 Manufacturing and Fulfillment. Print Focal will manufacture and fulfill products from approved Design Files using commercially reasonable efforts to ensure print quality, using reputable carriers and providing order tracking.

S-10.2 Print Farm Partners. Print Focal may engage authorized Print Farm Partners to assist with manufacturing and fulfillment. All Print Farm Partners are bound by written agreements requiring quality standards, Design File confidentiality, and legal compliance. Print Focal remains the Seller's primary point of contact and retains responsibility for order outcomes.

S-10.3 Marketing Support. Print Focal will provide marketing support at its own expense and discretion, including social media advertising, email campaigns, and platform promotions.

S-10.4 Customer Service. Print Focal will provide frontline customer service to Buyers seven (7) days a week via email. Inquiries requiring Seller-specific design knowledge will be escalated to the Seller, who must respond within forty-eight (48) hours.

S-11. Penalties for Violations

Print Focal may impose penalties for violations of this Agreement at its sole discretion, including:

- formal written warnings requiring immediate corrective action;
- immediate removal of specific Design Files or listings;
- temporary or permanent suspension of Seller account access;
- withholding of Net Payouts for up to one hundred eighty (180) days to cover potential liabilities;

- liquidated damages for severe violations, including unauthorized weapon designs, knowing IP infringement, or Design Files causing customer injury;
- referral to appropriate law enforcement or regulatory authorities.

S-12. Limitation of Liability to Sellers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PRINT FOCAL BE LIABLE TO THE SELLER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF PRINT FOCAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Print Focal's total aggregate liability to any Seller for all claims arising out of or relating to this Agreement shall not exceed the total Net Payouts remitted by Print Focal to that Seller during the six (6) month period immediately preceding the event giving rise to the claim.

NOTHING IN THIS SECTION LIMITS OR CAPS THE SELLER'S INDEMNIFICATION OBLIGATIONS, OR THE SELLER'S LIABILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE ARISING FROM DESIGN DEFECTS, OR FOR WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF APPLICABLE LAW.

For the avoidance of doubt, the liability cap in this section does not apply to, and Print Focal expressly preserves its right to seek full actual damages, consequential damages, disgorgement of profits, and any other available remedy against any Seller who: (a) intentionally uploads a Design File knowing it infringes a third party's intellectual property rights; (b) engages in fraud, intentional misrepresentation, or willful misconduct in connection with their use of the Platform; or (c) deliberately circumvents the Platform in violation of Section S-5A. In such cases, Print Focal's damages shall not be limited or capped by any provision of this Agreement.

S-13. Indemnification by Seller

The Seller agrees to fully and unconditionally indemnify, defend, and hold harmless Print Focal LLC, its affiliates, members, officers, directors, employees, agents, licensees, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, and fees (including reasonable attorneys' fees) arising out of or relating to:

- any breach of any representation, warranty, covenant, or obligation under this Agreement;
- any claim that a Design File or product manufactured therefrom infringes any intellectual property right of any third party;

- any personal injury, death, or property damage caused by or resulting from any product manufactured from a Seller's Design File;
- any product recall, regulatory action, or government investigation related to a product manufactured from a Seller's Design File;
- the Seller's failure to collect, report, or remit applicable taxes;
- the Seller's violation of any applicable law or third-party rights;
- any fraud, willful misconduct, or gross negligence by the Seller.

Print Focal shall notify the Seller promptly of any claim subject to indemnification. The Seller shall assume defense at their sole expense using counsel reasonably acceptable to Print Focal. The Seller may not settle any claim that imposes any obligation or restriction on Print Focal without Print Focal's prior written consent.

S-14. Data Privacy, Confidentiality, and Design File Protection

S-14.1 Protection of Buyer Data. Sellers who receive any Buyer information for order-related communications must use such data exclusively for fulfillment purposes, implement reasonable security measures, and comply with all applicable data protection laws, including the CCPA and other U.S. privacy statutes and, where the Seller is located outside the United States, any mandatory data protection law of the Seller's own jurisdiction. Sellers are prohibited from using Buyer data for unsolicited marketing or any purpose outside this Agreement.

S-14.2 Confidentiality of Design Files. Print Focal acknowledges that Design Files are valuable proprietary assets. Print Focal expressly agrees that Design Files will not be sold, licensed, transferred, disclosed, or shared with any third party in digital form, except: (a) with authorized Print Farm Partners for the sole purpose of manufacturing physical products for customer orders; and (b) with authorized marketing partners solely for the purpose of manufacturing physical 3D-printed specimens for marketing and promotional use as described in Section S-3.2(c). Any marketing partner receiving physical prints under clause (b) shall not receive the underlying digital Design File and shall be bound by confidentiality obligations consistent with this section. No digital copies, derivatives, or reproductions of Design Files will be distributed or commercialized in digital form.

S-14.3 Deletion of Design Files. Upon deletion of a listing or termination of a Seller's account, Print Focal will permanently delete all associated Design Files from its systems within thirty (30) days, except where retention is required by law, ongoing legal proceedings, or active regulatory investigations. Design Files may be shared with authorized Print Farm Partners solely for manufacturing pending orders in the fulfillment pipeline at the time of deletion.

S-14.4 Seller Analytics Data and Payout Information. Print Focal collects and stores the following categories of Seller data in connection with the operation of the Platform: (a) payout transaction history, including amounts remitted, deduction itemizations,

payment dates, and reserve account activity, as displayed in the Seller portal analytics dashboard; and (b) banking and payout account information, including Stripe-connected account identifiers and payout routing details, which are stored and maintained by Stripe, Inc. on Print Focal's behalf. Print Focal retains all Seller analytics data, payout records, and associated account information for the duration of the Seller's account and for a period of five (5) years following termination of the Seller's account, or such longer period as may be required by applicable law, tax regulations, or ongoing legal or regulatory proceedings. Sellers acknowledge and consent to this retention period as a condition of participation on the Platform. Payout and banking data is stored and processed by Stripe in accordance with Stripe's terms of service and privacy policy; Print Focal does not independently store full banking account numbers or payment card details on its own systems. Print Focal is not liable for the data handling, security, or availability of Stripe's systems. Sellers may request access to their own analytics data through the Seller portal at any time during the term of their account. Upon written request following account termination, Print Focal will provide the Seller with a summary of their payout history in a reasonably accessible format, subject to any applicable legal hold or retention obligation.

S-15. Representations, Warranties, and Insurance

S-15.1 Seller Warranties. The Seller warrants that: (a) all Design Files are original works owned exclusively by the Seller or licensed under a valid commercial license; (b) no Design File infringes any third-party intellectual property right; (c) all products produced from Design Files are safe for their intended and reasonably foreseeable uses; (d) all Design Files are lawful and not Prohibited Designs; (e) all information provided to Print Focal is accurate and complete; and (f) the Seller will promptly notify Print Focal of any material change affecting these warranties.

S-15.2 No Insurance Requirement. Print Focal does not require Sellers to maintain insurance as a condition of participation. The absence of an insurance requirement does not limit, reduce, or otherwise affect the Seller's indemnification obligations, product liability exposure, or any other obligation under this Agreement. Sellers remain fully and personally liable regardless of whether they carry any insurance.

S-16. Environmental and Hazardous Materials

If any product produced from a Seller's Design File contains, is made from, or is intended to contact hazardous, toxic, or regulated materials, the Seller must disclose this in the product listing and ensure all descriptions and warnings comply with applicable law. The Seller must indemnify Print Focal for any fines, penalties, or damages resulting from undisclosed hazardous material issues.

S-17. Miscellaneous

S-17.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

S-17.2 Dispute Resolution and Arbitration. In the event of any dispute arising out of or relating to this Agreement or your use of the Platform, the Parties agree to first attempt resolution through good-faith negotiation for a period of thirty (30) days following written notice of the dispute. If the dispute is not resolved through negotiation, it shall be submitted to binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, to be conducted in Austin, Texas, before a single neutral arbitrator. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. **EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING.** Notwithstanding the foregoing, either party may seek emergency injunctive or equitable relief from a court of competent jurisdiction to prevent irreparable harm, including in cases involving intellectual property infringement or imminent product safety hazards.

S-17.3 Exclusive Venue. To the extent any dispute is not subject to binding arbitration, the parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Travis County or Williamson County, Texas.

S-17.4 Severability and Waiver. If any provision of this Agreement is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect. No waiver of any provision shall be effective unless in writing.

S-17.5 Assignment. The Seller may not assign this Agreement without Print Focal's prior written consent. Print Focal may freely assign its rights and obligations in connection with a merger, acquisition, or sale of substantially all of its assets.

S-17.6 Notices. All notices shall be in writing and delivered via email with confirmation of transmission to the addresses registered on the Seller's account or Print Focal's official legal contact.

S-17.7 Force Majeure. Neither Party shall be liable for failure or delay in performance caused by events beyond their reasonable control, including acts of God, governmental actions, war, terrorism, pandemics, natural disasters, or infrastructure failures. If a force majeure event persists for more than sixty (60) days, either party may terminate by written notice.

S-17.8 Attorneys' Fees. If Print Focal is required to initiate or defend legal proceedings to enforce any provision of this Agreement, or to defend against a claim determined to be frivolous or brought in bad faith, Print Focal shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses from the non-prevailing party.

S-17.9 Entire Agreement. This Agreement, together with Print Focal's Terms of Service and all policies incorporated by reference, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings regarding its subject matter.

S-17.10 Amendments. Print Focal reserves the right to amend this Agreement at any time by posting updated terms to the Platform and notifying Sellers via email. Continued

use of the Platform following notice of an amendment constitutes acceptance of the updated terms.

S-18. Survival of Seller Obligations

The following provisions survive the expiration or termination of this Agreement indefinitely: S-5A (Non-Circumvention), S-5B (Non-Solicitation), S-7 (Intellectual Property and Patent Compliance), S-8 (Product Safety, Liability, and Design Fault), S-8A.2 (Waiver of Claims Arising from Transient Cloud Processing), S-13 (Indemnification), S-14.2 (Confidentiality of Design Files), S-15 (Representations and Warranties), and S-16 (Environmental and Hazardous Materials). The Seller's full liability for any product manufactured and fulfilled from their Design Files — including claims for personal injury, death, property damage, intellectual property infringement, or any other cause of action — survives termination without limitation, regardless of when such claims are brought or discovered.

Acknowledgment and Electronic Acceptance

BY CREATING A SELLER ACCOUNT, UPLOADING ANY DESIGN FILE, OR LISTING ANY PRODUCT ON THE PRINT FOCAL PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS CONTENTS, AND AGREE TO BE LEGALLY BOUND BY ALL PROVISIONS HEREOF.

Electronic acceptance — whether by checking an agreement box, creating an account, or continuing to use the Platform after notice of updated terms — carries the full legal force of a handwritten signature under applicable law.

Print Focal LLC

Spicewood, Texas • United States

Questions? Contact us through the Platform's Help Center.