

GRABBY JIGSAW ARTIST MASTER LICENSE & REVENUE SHARE AGREEMENT

This Artist Master License & Revenue Share Agreement (“**Agreement**”) is entered into between the Parties identified below. It takes effect on the Signature Date recorded in the **Electronic Signature Record** at the end of this Agreement, and it governs every artwork that Artist submits to Operator through the Artist Portal while it remains in effect.

Parties

Operator: Seek2Seek LLC

Operator Email: technocrat@seek2seek.com

(“**Operator**”)

and

Artist Legal Name: [Your full legal name]

Creator / Display Name: [Your creator / display name]

Email: [your email address]

Country of Residence: [Your country of residence]

Verified VRChat Account: [Your VRChat display name]

VRChat User ID: [usr_ your VRChat user id]

VRChat Group: [Your VRChat group]

VRChat Group ID: [grp_ your VRChat group id]

Collection Name in the Artist Portal: [Your collection name]

(“**Artist**”)

Operator and Artist may each be called a “**Party**” and together the “**Parties**.”

1. Grabby Jigsaw, the Artist Portal, and This Master Agreement

Operator operates the VRChat world and jigsaw-puzzle experience known as **Grabby Jigsaw** (also presented in VRChat as the “Jigsaw Lounge”), together with any successor or companion world through which Operator offers the same puzzle experience (together, “**Grabby Jigsaw**”).

Operator is the seller of record in the VRChat Creator Economy. Artist Puzzles are sold through Operator’s VRChat store, and Artist does not need to be a member of the VRChat Creator Economy to participate.

Operator provides a web-based artist portal (the “**Artist Portal**”) through which Artist verifies their VRChat account, creates a collection attached to a VRChat group, submits artworks, chooses price tiers, retires works, and reviews statements.

Artist has created the collection identified above (the “**Collection**”), which is attached to the VRChat group identified above. Artist represents that Artist controls that VRChat account and that group.

This is a **master agreement**. It covers every artwork that Artist submits through the Artist Portal while this Agreement is in effect, without a separate agreement for each work. Individual artworks are not listed in this document; each is identified by its own Submission Record as described in Section 2.

Each artwork that Artist submits through the Artist Portal and confirms under Section 2, together with any replacement or updated version subsequently accepted by Operator, is a “**Submitted Work**”

The jigsaw puzzle created from a Submitted Work is referred to as an “**Artist Puzzle**.”

2. Submitting Works: Submission Records and Rights Confirmation

Artist submits artworks only through the Artist Portal. Each submission creates a “**Submission Record**” that Operator keeps and that Artist can review in the Artist Portal. A Submission Record contains at least:

- the title Artist gave the work;
- the SHA-256 fingerprint of the exact digital file Artist uploaded, which identifies that file uniquely;
- the file name, file type, file size, and pixel dimensions of the uploaded file;
- the date and time of submission (UTC);
- the price tier Artist selected for the work (Section 6); and
- Artist’s rights confirmation for that work, described below, including when it was given.

Before a submission is accepted, Artist must affirmatively confirm, for that specific work, the statement displayed next to the submission control. The confirmation is never pre-selected. The statement reads:

“I own this artwork, or otherwise have all rights necessary to license it to Seek2Seek LLC as described in my Grabby Jigsaw Artist Master License & Revenue Share Agreement, and I confirm the representations in Section 10 of that Agreement for this artwork.”

By giving that confirmation, Artist makes the representations in Section 10 for that work as of the submission date, and the work becomes a Submitted Work licensed under this Agreement from the submission date and time.

Operator retains each uploaded file as submitted. The SHA-256 fingerprint in the Submission Record is the authoritative identification of the licensed file. Artist should keep their own copy of every file they submit.

A replacement or updated file for a work creates a new Submission Record with its own fingerprint and its own confirmation.

Operator is not obliged to accept any submission (Section 11). A work that Operator declines does not become a Submitted Work; Operator acquires no license in it and may delete the declined file.

3. Artist Keeps Ownership

Artist retains all copyright and ownership rights in every Submitted Work.

This Agreement **does not transfer ownership of any Submitted Work to Seek2Seek LLC**

Artist remains free to display, publish, sell, license, modify, or otherwise use each Submitted Work elsewhere.

4. License Granted to Operator

Artist grants Seek2Seek LLC a worldwide, non-exclusive license to use each Submitted Work for the purpose of creating, operating, maintaining, promoting, and monetizing Grabby Jigsaw and related VRChat content.

This license includes permission for Operator to:

- reproduce and store the Submitted Work;
- resize, crop (including cropping to the 3:2 aspect ratio used by Grabby Jigsaw), compress, reformat, or otherwise technically modify the Submitted Work;
- divide or transform the Submitted Work into jigsaw pieces and other elements necessary to create the Artist Puzzle;
- display the Submitted Work and the Artist Puzzle within VRChat;
- incorporate the Submitted Work into Grabby Jigsaw, VRChat products or listings, menus, thumbnails, promotional material, and related content;
- use screenshots, thumbnails, excerpts, or depictions of the Submitted Work to advertise Grabby Jigsaw or the

Artist Puzzle;

- sell or provide access to the Artist Puzzle through the VRChat Creator Economy, with Operator as the seller of record; and
- grant VRChat and its service providers any sublicenses or permissions reasonably necessary to host, distribute, operate, promote, sell, or provide access to the Artist Puzzle through VRChat.

Operator may make reasonable technical, formatting, and layout modifications necessary to convert a Submitted Work into a jigsaw puzzle.

Operator may not materially alter the artistic content of a Submitted Work for an unrelated purpose without Artist's permission.

The license for each Submitted Work begins on its submission date and continues for as long as this Agreement remains in effect for that work, subject to Section 12.

5. Artist Credit

Where reasonably practical, Operator will identify Artist using the following credit:

Artist Credit / Name to Display: [Your creator / display name]

Artist gives Operator permission to use Artist's creator name, VRChat display name, username, profile image, logo, and other branding voluntarily supplied by Artist solely to identify or promote Artist, the Collection, and Artist Puzzles.

Artist may update their displayed attribution information in the Artist Portal or by contacting Operator.

6. Price Tiers and Price Changes

Artist Puzzles are sold at fixed price tiers denominated in VRChat Credits. For each Submitted Work, Artist selects one of the following tiers in the Artist Portal:

- Free (0 VRChat Credits)
- 100 VRChat Credits
- 200 VRChat Credits
- 500 VRChat Credits
- 1,000 VRChat Credits
- 1,500 VRChat Credits
- 2,000 VRChat Credits
- 2,500 VRChat Credits
- 3,000 VRChat Credits
- 5,000 VRChat Credits
- 10,000 VRChat Credits

A selected tier must comply with any pricing increments, minimums, maximums, technical requirements, or other restrictions imposed by VRChat. Operator may add, withdraw, or change the available tiers to comply with VRChat's requirements or for reasonable operational reasons. A change to the available tiers does not change the price of a Submitted Work that is already listed unless its existing tier can no longer be offered on VRChat, in which case Operator will notify Artist and may move the work to the closest available tier until Artist selects another.

Operator will list each Artist Puzzle at the tier Artist selected. Artist may change the tier for any Submitted Work at any time in the Artist Portal.

A price change takes effect only when Operator's systems actually apply the new price to the listing. This is normally automatic, but Artist acknowledges that it may be delayed by VRChat's systems, required world or listing updates,

technical limitations, or other reasonable operational considerations. Until the new price is applied, purchases at the previously configured price remain valid and revenue from those purchases will be divided according to this Agreement.

Operator will not intentionally or indefinitely delay a price change for the purpose of obtaining additional revenue.

Except where required by VRChat, applicable law, technical limitations, temporary testing, or Artist's own instructions, Operator will not set an Artist Puzzle at a price different from the tier selected by Artist.

If Artist selects the free tier for a Submitted Work, that Artist Puzzle is offered at no charge, no Net Revenue arises from it, and no revenue share is payable for it while it remains free.

7. Artist Revenue Share

Artist is entitled to **sixty-seven percent (67%) of Net Revenue attributable to each Artist Puzzle made from a Submitted Work**

Seek2Seek LLC retains the remaining **thirty-three percent (33%)**.

For purposes of this Agreement, "**Net Revenue**" means the value that Operator actually receives from sales of the Artist Puzzle through Operator's VRChat store, determined as follows:

1. Sales are made in VRChat Credits. VRChat deducts its platform and seller fees before crediting Operator, so Net Revenue is based on the Credits Operator actually receives for a sale, not on the listed price.
2. Operator values those Credits using the payout value or conversion rate that VRChat actually applies when the corresponding Credits are paid out to Operator. (For illustration only: when this template was prepared, VRChat's payout rate was approximately 200 Credits per 1 USD. VRChat may change this rate at any time, and no particular rate is guaranteed.)
3. The following are then deducted, and only the following: refunds, reversals, chargebacks, fraudulent transactions, or Credits removed in connection with refunded or invalid transactions; payout or payment-processing fees actually charged in connection with converting or distributing the applicable revenue; and taxes or withholding that Operator is legally required to deduct.

Operator may **not** deduct its own:

- development costs;
- labor;
- server costs;
- software costs;
- advertising expenses;
- equipment costs;
- general business expenses; or
- other ordinary operating expenses

when calculating Artist's 67% share.

Operator's decision to retain, spend, or otherwise use platform Credits does not eliminate revenue already accrued to Artist under this Agreement.

Revenue is tracked separately for each Submitted Work. Artist's share is the total of Artist's share across all of Artist's Submitted Works.

Bundles and Promotions

If an Artist Puzzle is included in a paid bundle containing multiple separately monetized works, Operator will allocate revenue using a reasonable and consistently applied method unless Artist and Operator agree otherwise in writing.

Free access, giveaways, complimentary access, testing access, works offered at no charge, or other transactions for which Operator receives no revenue do not generate a revenue-share payment.

8. Records, Monthly Statements, and Payments

Operator will maintain reasonable records sufficient to calculate revenue attributable to each Submitted Work.

Operator will provide Artist with a **monthly statement**, available in the Artist Portal or delivered electronically, showing, at minimum:

- revenue attributable to each Submitted Work;
- applicable deductions;
- Artist's accrued 67% share;
- amounts previously paid, if applicable; and
- any balance carried forward.

Artist will separately provide Operator with a current payment method, such as a PayPal account, through the Artist Portal.

Artist may instead elect in the Artist Portal to receive payments in kind, as VRChat Plus ("**VRC+**") gift time delivered to Artist's verified VRChat account (a "**VRC+ Gift Payment**"). A VRC+ Gift Payment is made in whole months of VRC+ once Artist's unpaid balance covers at least one month; each month is credited against Artist's balance at the per-month value shown in the Artist Portal at the time of payment (VRChat's list price for one month of VRC+ unless the Artist Portal states otherwise), and any remaining balance carries forward. Artist may change payment method at any time; the change applies to payments not yet made.

Payment information is not part of this Agreement and may be updated by Artist without amending this Agreement.

Artist is responsible for keeping their payment information current and accurate.

Artist payments will be made when:

1. Artist's unpaid balance is at least **\$5.00 USD**; and
2. the corresponding Creator Economy funds have become available to Operator for payout.

Balances below the **\$5.00 USD** minimum payment threshold will carry forward to future months until the threshold is reached.

Operator will not intentionally delay or avoid requesting an otherwise available platform payout for the purpose of avoiding payment to Artist.

If this Agreement terminates, any valid remaining Artist balance will remain payable once the corresponding funds are available, even if that balance is below the normal \$5.00 USD minimum payment threshold.

9. Taxes

Artist is responsible for Artist's own taxes arising from payments received under this Agreement.

Artist agrees to provide Operator with any tax documentation reasonably required for lawful payment, tax reporting, or withholding.

Such documentation may include a Form W-9, Form W-8BEN, or other applicable documentation.

Operator may withhold amounts when required by law.

Payment account information, including a PayPal address, is not a substitute for legally required tax documentation.

Artist should not send tax identification numbers to Operator by email, chat, or any other unsecured channel.

Operator will provide a secure method when tax documentation is required.

10. Artist's Representations

Artist represents and warrants, on signing this Agreement and again for each Submitted Work on the date Artist submits and confirms it, that:

1. Artist is at least eighteen (18) years old and has legal authority to enter into this Agreement;
2. Artist is the person who controls the VRChat account and the VRChat group identified at the beginning of this Agreement;
3. Artist owns the Submitted Work or otherwise possesses all rights necessary to grant the license described in this Agreement for it;
4. the uses authorized by this Agreement will not knowingly infringe another person's copyright, trademark, right of publicity, privacy right, or other intellectual-property right;
5. Artist has obtained any necessary permission for third-party material incorporated into the Submitted Work;
6. Artist has not granted another person rights that prevent Artist from granting the rights described in this Agreement; and
7. Artist will notify Operator if Artist becomes aware of a material ownership or copyright dispute concerning any Submitted Work.

If a Submitted Work incorporates commissioned material, photographs, stock assets, logos, third-party characters, AI-generated material, or other content subject to separate rights or licensing restrictions, Artist is responsible for ensuring that those restrictions permit the commercial uses authorized by this Agreement.

11. Content Guidelines; Declining, Suspending, and Removing Works

Operator may publish content guidelines for Grabby Jigsaw in the Artist Portal and may update them from time to time. Submitted Works must comply with the content guidelines in effect when they are submitted and while they are listed.

Operator may decline to accept any submission, and may temporarily suspend or permanently remove any Submitted Work or Artist Puzzle, if Operator reasonably believes that the work:

- infringes another person's rights;
- violates VRChat's rules or policies;
- violates applicable law;
- violates this Agreement or Operator's content guidelines;
- is not technically suitable for use as a jigsaw puzzle (for example, because of its resolution, aspect ratio, or image quality); or
- otherwise exposes Operator or Grabby Jigsaw to a material legal, platform, or reputational risk.

Operator may also suspend Artist's Collection, including all Submitted Works, while a rights claim, platform inquiry, or suspected breach of this Agreement concerning Artist or any Submitted Work is investigated.

Artist agrees to reasonably cooperate with Operator concerning copyright complaints, DMCA notices, platform inquiries, or other rights disputes involving any Submitted Work.

Operator is not required to accept or to continue offering any work that Operator reasonably believes creates a significant legal, platform, or intellectual-property risk. Operator's acceptance of a work is not a determination that the work does not infringe anyone's rights.

Removal or suspension of an Artist Puzzle does not eliminate Artist's entitlement to revenue properly earned before the removal or suspension.

12. Retiring Works, Term, and Artist Takedown Rights

This Agreement begins when signed and continues until terminated by either Party.

Retiring Individual Works

Artist may retire any Submitted Work at any time in the Artist Portal. Operator will stop offering the retired work for new purchases within a commercially reasonable period, which is normally automatic.

Artist Puzzles are sold as instant listings that unlock the puzzle for the buyer inside Grabby Jigsaw. **A retired work remains available to people who purchased it before it was retired.** Retiring a work does not revoke those purchases, and Operator may continue to store and display the work to the extent necessary to honor them.

Terminating This Agreement

Artist may terminate this Agreement at any time by providing Operator with **thirty (30) days' written notice**, which may be given through the Artist Portal.

After termination becomes effective, Operator will stop offering all of Artist's Artist Puzzles for new purchases within a commercially reasonable period and will not accept new submissions from Artist under this Agreement.

Retiring a work or terminating this Agreement does not require Operator or VRChat to:

- revoke access already granted to previous purchasers;
- undo purchases or transactions completed before the retirement or termination;
- delete copies retained for backups, records, technical operation, or legal compliance; or
- take an action that is technically impossible or prohibited by VRChat's systems.

The license granted under this Agreement survives the retirement of a work or the termination of this Agreement only to the extent reasonably necessary to:

- honor access already granted;
- maintain records;
- administer previous transactions;
- comply with legal requirements; and
- comply with VRChat's platform requirements.

Operator may terminate this Agreement, close the Collection, or discontinue any Artist Puzzle at any time, and may suspend the Collection if Artist's VRChat account is terminated or Artist ceases to control the VRChat group identified above.

Artist remains entitled to revenue properly accrued before discontinuation or termination.

13. Relationship Between the Parties

Artist is an independent rights holder licensing Submitted Works to Seek2Seek LLC.

Nothing in this Agreement creates an:

- employment relationship;
- partnership;
- joint venture;
- franchise;
- fiduciary relationship; or
- agency relationship

between Artist and Operator.

Neither Party has authority to create obligations on behalf of the other.

Except for the revenue share expressly described in this Agreement, Artist receives no ownership interest in:

- Grabby Jigsaw;
- Seek2Seek LLC;
- Operator's software or source code;
- Operator's puzzle system;
- Operator's trademarks or branding; or
- Operator's other intellectual property.

Likewise, Seek2Seek LLC receives no ownership interest in Artist's original Submitted Works merely because they are used in Grabby Jigsaw.

14. Responsibility for Rights Claims

Artist will be responsible for claims, losses, or reasonable expenses resulting directly from a material breach of Artist's representations in Section 10, including a claim arising because Artist knowingly submitted a work that Artist did not have the right to commercially license.

Operator will be responsible for claims resulting directly from Operator's material use of a Submitted Work outside the permissions granted by this Agreement.

Neither Party will be responsible to the other for indirect, incidental, special, or consequential damages except where such a limitation is prohibited by applicable law.

15. Changes to VRChat

Artist acknowledges that VRChat controls its Creator Economy, Credits, payout systems, transaction fees, exchange or redemption rates, technical requirements, and platform policies.

Those systems may change independently of Operator.

Operator does not guarantee that:

- VRChat will continue operating its Creator Economy;
- any particular payout or conversion rate will continue;
- any Artist Puzzle will generate any minimum amount of sales;
- VRChat will approve or complete any particular payout; or
- Grabby Jigsaw will remain available indefinitely.

If VRChat materially changes its Creator Economy in a manner that makes the payment method described in this Agreement impossible or impracticable, Operator may adopt a reasonably equivalent calculation method intended to preserve the economic arrangement of a **67% Artist / 33% Operator split**.

Operator will notify Artist of a material change that substantially affects Artist's compensation.

16. Transfer of Grabby Jigsaw

Seek2Seek LLC may sell or transfer Grabby Jigsaw or the related business to another person or entity.

If the successor continues using any Submitted Work, that successor must assume Operator's obligations under this Agreement relating to such continued use.

Artist may assign this Agreement together with a valid transfer of Artist's ownership or licensing rights in the Submitted Works.

17. Notices and Communications

Notices and requests under this Agreement may be made electronically.

Notices to Operator may be sent to:

technocrat@seek2seek.com

Notices to Artist may be sent to the Artist email address listed at the beginning of this Agreement or delivered through the Artist Portal.

The Artist Portal and other electronic communications may also be used for routine actions such as:

- submitting and retiring works;
- price tier changes;
- attribution changes;
- updated payment information;
- updated contact information; and
- takedown requests.

Each Party is responsible for keeping their contact information current.

18. Entire Agreement and Changes

This Agreement contains the entire agreement between the Parties regarding the Submitted Works and Artist Puzzles and replaces prior discussions or messages concerning the same subject.

If Artist previously signed a separate Grabby Jigsaw Artist License & Revenue Share Agreement (version 1.0) for a specific artwork, that earlier agreement continues to govern that artwork unless and until Artist submits the same artwork through the Artist Portal, in which case this Agreement governs it from that submission date.

Any material amendment to this Agreement must be agreed to in writing by both Parties.

Electronic communications clearly showing mutual agreement, including Artist's acceptance of an updated version of this Agreement in the Artist Portal, may satisfy this requirement.

Routine Artist actions expressly contemplated by this Agreement—including submitting and retiring works, price tier changes, attribution changes, and payment-detail updates—do **not** require a formally signed amendment.

If any provision of this Agreement is found unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

A Party's failure to enforce a provision on one occasion does not waive the right to enforce it later.

19. Governing Law and Venue

This Agreement is governed by the laws of the **State of Delaware**, without regard to its conflict-of-laws principles.

Subject to any applicable small-claims rights or other requirements imposed by law, the Parties consent to the jurisdiction of the appropriate state and federal courts located in the State of Delaware for disputes arising out of or relating to this Agreement.

20. Electronic Signatures and Electronic Records

The Parties agree to conduct this transaction by electronic means and agree that electronic signatures and electronically executed copies of this Agreement have the same legal effect as original handwritten signatures.

Artist agrees that typing their legal name and activating the **Sign Agreement** control in the Artist Portal when creating the Collection constitutes Artist's signature on this Agreement, executed with the intent to sign it.

Artist further agrees that each rights confirmation given under Section 2 is an electronic record made with the intent to bring the confirmed work under this Agreement, and that Submission Records kept by Operator may be used to show which works Artist submitted and when.

Artist acknowledges that Artist was able to review this Agreement in full before signing, and was able to download and retain a copy of it in PDF form both before and after signing.

The **Electronic Signature Record** printed below forms part of this Agreement and records the circumstances of signature.

UNSIGNED DRAFT