

OFF MKT LLC
PLATFORM CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT
(MEMBER CLICK-THROUGH AGREEMENT)

This Platform Confidentiality and Non-Disclosure Agreement (this **“Agreement”**) is entered into between OFF MKT LLC, a Washington limited liability company (**“OFF MKT”** or the **“Platform Operator”**), and the person or entity registering for or accessing the OFF MKT platform located at theoffmkt.com and any related applications, communications, or services (collectively, the **“Platform”**; the registering party, the **“Member”**). OFF MKT operates a confidential database and marketplace through which (i) Members may access childcare facility owner, operator, and related contact information and opportunity data (each such Member, a **“Buyer Member”** with respect to that activity), and (ii) Members may submit and distribute information about properties, businesses, and opportunities they own or are authorized to list (each such Member, a **“Listing Member”** with respect to that activity). A single Member may be both a Buyer Member and a Listing Member at different times or with respect to different transactions. By checking the acceptance box and clicking **“Agree,” “Continue,” “Register,”** or any similar mechanism, the Member acknowledges that the Member has read, understood, and agrees to be bound by this Agreement, and represents that the Member has authority to bind the entity, affiliate, or principal on whose behalf the Member is registering.

KEY TERMS — PLEASE READ BEFORE ACCEPTING

- **The contact information and other data on the Platform are confidential and licensed to you alone.** Owner names, phone numbers, e-mail addresses, business identities, and related data are the protected asset.
- **Do not share, forward, resell, post, screenshot, export, or otherwise distribute the data — to anyone.** Not to your team, partners, investors, clients, agents, virtual assistants, CRMs, or AI tools. The only exception is a deal-specific attorney, CPA, or lender for an owner you are actively pursuing, on a strict need-to-know basis.
- **To browse the marketplace, you must be a principal buyer or investor accessing for your own account.** OFF MKT is not for buyer’s agents, brokers sourcing leads for clients, or anyone using the data to support a third-party engagement or build a competing database.
- **If you submit a listing for distribution, additional terms in Section 17 apply.** Submitting a listing means you have authority to list, the information is accurate, you grant OFF MKT a license to distribute it to Members, and OFF MKT is not your broker. OFF MKT cannot guarantee that no Member will breach — your principal remedy is direct enforcement against the breaching Member.
- **You may contact owners directly — that is the point of the Platform.** But you must comply with applicable telemarketing, anti-spam, and do-not-call laws, conduct yourself professionally, never contact staff, parents, families, or children, and honor opt-outs immediately.

- **Breach has real consequences.** Immediate, permanent account termination with no refund, liquidated damages of US\$25,000 per violation, prevailing-party attorneys' fees, and injunctive relief — enforceable by OFF MKT and by the owners whose data was misused.

The full Agreement below controls. This Key Terms box is a summary, not a substitute, and does not narrow or limit the obligations that follow.

1. NATURE OF THE PLATFORM; NOT A BROKERAGE

OFF MKT is a technology platform that provides Members with access to a confidential database and marketplace of information about childcare facility owners, operators, properties, and opportunities (collectively, “**Opportunities**”). **OFF MKT is not a real estate broker, business broker, agent, fiduciary, escrow agent, lender, or legal, tax, or financial advisor, and does not act as such for the Buyer Member, the Listing Member, the owner, the operator, or any other party.** OFF MKT does not list, market, negotiate, or sell real estate or businesses on behalf of any party; does not earn or pay any brokerage commission, finder’s fee, or similar compensation through the Platform; and does not represent any party to any transaction. Fees paid for Platform access (whether by a Buyer Member, a Listing Member, or otherwise) are subscription, license, or listing fees and do not create any agency, fiduciary, brokerage, or partnership relationship. Any licensed brokerage representation that exists with respect to a particular Opportunity is provided by the brokerage identified in that Opportunity, under a separate engagement, and not by OFF MKT. Each Member is solely responsible for retaining its own licensed broker, attorney, accountant, and other advisors.

2. CONFIDENTIAL INFORMATION

“**Confidential Information**” means all information made available to, accessed by, or derived from the Platform, including without limitation: owner, operator, and principal names and contact information (telephone numbers, e-mail addresses, mailing addresses, social-media handles); the identity, brand, trade name, DBA, and street address of any childcare business or facility; corporate, ownership, and management structures; licensing and regulatory information; financial statements, tax returns, rent rolls, profit-and-loss statements, enrollment, tuition, and operating data; lease and occupancy terms; the existence and status of any Opportunity or discussion; aggregated lists, exports, search results, and search criteria; and any notes, analyses, compilations, models, or other materials prepared by the Member or any recipient that contain, reflect, or are derived from any of the foregoing. **Confidential Information includes the contact data itself**, and the database as a whole and any portion of it. Confidential Information remains the property of OFF MKT and/or the applicable Listing Member or other listing party. Confidential Information does not include information that (a) is or becomes generally available to the public other than through a breach of this Agreement or any other confidentiality obligation, or (b) the Member’s legal counsel advises in writing must be disclosed pursuant to a subpoena, court order, or applicable law, and then only to the extent required.

3. PERMITTED USE — PRINCIPAL BUYERS ONLY

A Buyer Member may access and use Confidential Information solely to identify, evaluate, and pursue Opportunities **for the Buyer Member's own account as a principal acquirer, investor, or operator** (or for a single, clearly identified principal entity of which the Buyer Member is an owner, officer, or controlling executive and on whose behalf the Buyer Member is acting). The Buyer Member shall not use Confidential Information for any other purpose, and in particular shall not use Confidential Information to support, fulfill, or solicit any third-party engagement, brokerage representation, advisory service, referral arrangement, or competing product. Account access is personal to the Buyer Member; access rights are non-transferable.

4. NO REDISTRIBUTION; SINGLE-USER ACCESS

Each Member shall not, and shall not permit any other person to, share, forward, resell, sublicense, distribute, post, publish, re-host, screenshot, screen-record, print, export, download in bulk, scrape, syndicate, or otherwise disclose or make available any Confidential Information to any third party, **regardless of whether such third party is acting for, with, or independent of the Member, and regardless of whether such third party is internal or external to the Member's organization.** The Member shall not share Platform credentials, allow any other person to access the Platform under the Member's account, or use any automated tool, bot, crawler, scraper, browser extension, or AI agent to extract Confidential Information. The Member shall not load, ingest, or train any AI model, large-language model, customer-relationship-management system, marketing-automation tool, or other third-party data system on any Confidential Information. **Every person who is to receive any Confidential Information must first register for and accept this Agreement directly with OFF MKT and maintain an active Platform account in good standing.** For clarity, a Listing Member is not restricted from disclosing information about its own listing outside the Platform (such information is the Listing Member's own), but is subject to all obligations of this Section 4 with respect to Confidential Information relating to any other Member's listing or to the database as a whole.

5. LIMITED INTERNAL SHARING (DEAL-SPECIFIC ADVISORS)

Notwithstanding Section 4, a Buyer Member may share specific items of Confidential Information with a deal-specific attorney, accountant, or institutional lender (a "**Deal Advisor**"), strictly on a need-to-know basis, solely for the purpose of evaluating, negotiating, or closing a specific transaction with a specific owner whom the Buyer Member is actively pursuing, and only if: (a) the disclosure is limited to information about that specific owner and transaction; (b) the Buyer Member first informs the Deal Advisor of the confidential nature of the information; (c) the Deal Advisor is bound by professional confidentiality duties or by written confidentiality obligations no less protective than this Agreement; and (d) the Buyer Member remains fully responsible for any breach by the Deal Advisor as if committed by the Buyer Member. **In no event may the Buyer Member share lists, exports, search results, screenshots, or any compilation of Platform data with a Deal Advisor; share Confidential Information with any broker, agent, intermediary, scout, lead-generator, virtual assistant, contractor, or buyer-client; or transfer Confidential Information into any system that retains, displays, or processes the data outside the Platform.**

6. DIRECT OUTREACH TO OWNERS

A Buyer Member may use owner and operator contact information obtained from the Platform to make direct, professional outreach to such owners and operators in furtherance of the Permitted Use, subject to the following requirements. The Buyer Member shall: (a) at all times comply with all applicable laws and regulations, including the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, state and federal do-not-call rules, state telemarketing and anti-spam statutes, and applicable privacy laws; (b) accurately identify the Buyer Member and the Buyer Member's acquisition entity in any communication; (c) not misrepresent or imply that OFF MKT endorses, sponsors, recommends, or represents the Buyer Member; (d) not contact staff members, teachers, parents, guardians, families, or children associated with any facility, and not visit any facility for purposes of the Opportunity without the owner's prior consent; (e) promptly honor any request by an owner or operator to cease contact, opt out, or be removed; and (f) not engage in any harassing, deceptive, or unprofessional outreach. **The Buyer Member is solely responsible for the Buyer Member's outreach and for compliance with all applicable laws.**

7. NO BUYER'S AGENT; NO CLIENT REPRESENTATION; NO COMPETING USE

Each Buyer Member represents and warrants that the Buyer Member is not acting, and will not act, as a real estate broker, business broker, buyer's agent, finder, consultant, scout, or intermediary for any buyer, investor, operator, or other third party in any matter involving Confidential Information. Without limiting the foregoing, the Buyer Member shall not, directly or indirectly:

- (a) use the Platform or any Confidential Information to identify, qualify, source, package, or refer Opportunities for or to any buyer-client, principal, or third party;
- (b) use the Platform or any Confidential Information to fulfill, support, or solicit any buyer-representation, tenant-representation, or advisory engagement;
- (c) use, copy, aggregate, or derive from the Platform or any Confidential Information any database, list, contact set, mailing list, comparable, valuation, market study, advisory product, training data set, AI model, or other work product offered or made available to any third party;
- (d) accept or solicit any referral fee, finder's fee, success fee, brokerage commission, or other compensation from any third party in connection with any Opportunity identified through the Platform; or
- (e) use the Platform or any Confidential Information to compete with OFF MKT, including by building, operating, or contributing to any product or service substantially similar to the Platform.

A breach of this Section 7 is a material breach of this Agreement. For the avoidance of doubt, this Section 7 applies to Buyer Member activity; it does not prohibit a licensed broker from acting as a Listing Member on behalf of an owner that has authorized such representation, subject to Section 17.

8. REQUIRED DISCLOSURE

If a Member is required by law, regulation, or legal process to disclose any Confidential Information, the Member shall promptly notify OFF MKT (to the extent legally permissible) so that a protective order or

other remedy may be sought, and shall reasonably cooperate in any such effort. If no protective order is obtained, the Member shall disclose only the portion of Confidential Information that counsel advises in writing is legally required and shall use reasonable efforts to obtain assurance that confidential treatment will be accorded.

9. NO REPRESENTATIONS OR WARRANTIES BY OFF MKT

All Confidential Information made available to Buyer Members through the Platform is provided on an “AS-IS, WHERE-IS, WITH ALL FAULTS” basis. Neither OFF MKT nor any listing party makes any representation or warranty, express or implied, as to the accuracy, completeness, currentness, or sufficiency of any Confidential Information. Each Buyer Member shall conduct its own independent investigation and due diligence and shall not rely on the Platform or OFF MKT for any investment, leasing, lending, regulatory, or business decision. Neither OFF MKT nor any listing party shall have any liability to any Buyer Member arising from the Buyer Member’s use of any Confidential Information.

10. TERM AND SURVIVAL

This Agreement becomes effective on the date the Member first accepts it and remains in effect for so long as the Member maintains an account on the Platform. The confidentiality, no-redistribution, no-buyer-agent, indemnity, liquidated damages, remedies, governing-law, dispute-resolution, and Section 17 provisions (with respect to any Listing previously submitted) shall survive termination of the Member’s account and shall continue with respect to any specific item of Confidential Information for two (2) years after the Member last had access to that item, or, if longer, the period during which that information continues to qualify as confidential or as a trade secret under applicable law.

11. TERMINATION, SUSPENSION, AND PERMANENT BAN

OFF MKT may suspend or permanently terminate the Member’s account at any time, with or without notice, for any actual or suspected breach of this Agreement or the Platform’s Terms of Service, including without limitation any unauthorized redistribution, credential sharing, scraping, export, use on behalf of a third party, false or misleading listing information, or misrepresentation. Upon termination, the Member shall (a) immediately cease all use of the Platform and the Confidential Information, (b) return or, at OFF MKT’s election, destroy all Confidential Information in the Member’s and any recipient’s possession or control, and (c) certify such destruction in writing upon request. **Termination does not entitle the Member to any refund of fees paid and does not relieve the Member of any obligation or liability under this Agreement.** A Member terminated for breach may be permanently banned from the Platform and from any successor service operated by OFF MKT.

12. REMEDIES; LIQUIDATED DAMAGES; INJUNCTIVE RELIEF

Each Member acknowledges that (i) Confidential Information — in particular the contact data, the database as a whole, and the information submitted by Listing Members — is highly sensitive and derives substantial commercial value from being kept confidential, (ii) breach of this Agreement would cause irreparable harm to OFF MKT, to Listing Members, and to the affected owners for which monetary damages alone would be inadequate, and (iii) the actual damages resulting from a breach are difficult or impossible to ascertain in advance. Accordingly:

(a) Injunctive Relief. OFF MKT, any affected Listing Member, and any affected owner shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable remedies, in any court of competent jurisdiction, without the requirement of posting a bond or proving actual damages, in addition to all other available remedies.

(b) Liquidated Damages. For each material breach of Sections 2, 3, 4, 5, 6, 7, or 17, the breaching Member shall pay OFF MKT liquidated damages in the amount of Twenty-Five Thousand Dollars (US\$25,000) per violation, which the parties agree is a reasonable forecast of harm and not a penalty given the inherent difficulty of measuring actual damages from the misuse or redistribution of contact data or from a false or unauthorized listing. The liquidated damages do not limit (and shall be in addition to) injunctive relief, indemnification, disgorgement of any fees or profits earned in connection with the breach, or recovery of any actual damages exceeding the liquidated amount to the fullest extent permitted by law.

(c) Attorneys' Fees and Costs. In any action arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, and litigation costs from the non-prevailing party.

(d) Listing Member and Owner Beneficiaries. Each Listing Member and each owner, operator, or other listing party whose Confidential Information is the subject of a breach is an intended third-party beneficiary of this Agreement and may enforce the provisions of Sections 2, 4, 5, 6, 7, 11, 12, and 13 directly against the breaching Member.

13. INDEMNIFICATION BY ALL MEMBERS

Each Member shall indemnify, defend, and hold harmless OFF MKT and its members, managers, officers, employees, contractors, agents, and affiliates, and (as applicable) each Listing Member, owner, operator, or other listing party whose Confidential Information the Member accessed (each, an **"Indemnified Party"**), from and against any and all claims, liabilities, damages, losses, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) the Member's breach of this Agreement, (b) the Member's use of or access to the Platform or any Confidential Information, (c) the Member's outreach to any owner, operator, or third party (including any claim under the TCPA, CAN-SPAM, state do-not-call rules, or any privacy law), or (d) any redistribution or misuse of Confidential Information by any person who received it from the Member. *Additional Listing Member indemnification obligations are set forth in Section 17.*

14. ACCURATE REGISTRATION INFORMATION

Each Member represents and warrants that all information provided at registration and during the Member's use of the Platform — including identity, affiliation, role, principal capacity, jurisdiction, licensing status, and intended use — is true, accurate, and complete, and the Member shall promptly update such information if it changes. OFF MKT may verify Member information at any time, may decline or revoke access for any reason, and is not obligated to admit any applicant. Misrepresentation in registration (including misrepresentation of principal-buyer status or of authority to list) is a material

breach of this Agreement and is grounds for immediate termination, liquidated damages, and permanent ban.

15. GOVERNING LAW; VENUE; JURY WAIVER

This Agreement is governed by the laws of the State of Washington, without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington, for any action arising out of or relating to this Agreement, except that OFF MKT, any Listing Member, or any owner beneficiary may seek injunctive relief in any court of competent jurisdiction. **EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL** in any action arising out of or relating to this Agreement or the Platform, to the fullest extent permitted by law.

16. MISCELLANEOUS

(a) Entire Agreement. This Agreement, together with the OFF MKT Terms of Service and Privacy Policy in effect from time to time, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous communications. In the event of a conflict between this Agreement and the Terms of Service regarding confidentiality or use of Platform data, this Agreement controls.

(b) Modification. OFF MKT may update this Agreement from time to time by posting a revised version on the Platform. Continued use of the Platform after notice constitutes acceptance of the revised Agreement.

(c) Assignment. The Member may not assign or transfer this Agreement or its account, by operation of law or otherwise, without OFF MKT's prior written consent. OFF MKT may assign this Agreement freely.

(d) Severability; Waiver. If any provision is held unenforceable, the remaining provisions shall remain in full force. No failure or delay in exercising any right is a waiver of that right.

(e) Electronic Acceptance. Each Member agrees that clicking "Agree" (or any equivalent acceptance mechanism), checking the acceptance box, and (with respect to Section 17) submitting any Listing constitutes the Member's electronic signature under the Washington Uniform Electronic Transactions Act (RCW 1.80) and the federal E-SIGN Act, and has the same legal effect as a handwritten signature. Records of acceptance maintained by OFF MKT (including timestamp, IP address, account identifier, and Listing submission metadata) are admissible evidence of the Member's acceptance.

(f) Notices. Notices to OFF MKT shall be sent to the address or e-mail published on the Platform. Notices to the Member may be sent to the e-mail address associated with the Member's account.

17. ADDITIONAL TERMS FOR LISTING MEMBERS

This Section 17 applies to a Member with respect to any property, business, opportunity, photograph, financial information, contact information, listing description, or other content (collectively, a "**Listing**") submitted by or on behalf of that Member to the Platform. *By submitting a Listing (whether through the Platform interface, by e-mail, or by any other means), the submitting Member (the "**Listing Member**")*

with respect to that Listing) accepts the terms of this Section 17, in addition to all other provisions of this Agreement, with respect to that Listing.

17.1 Authority to List.

The Listing Member represents and warrants that the Listing Member has full right and authority to submit the Listing and to grant the rights set forth in this Section 17, including without limitation: (a) ownership of, or written authorization from the owner of, the underlying property and/or business; (b) the consent of any co-owner, partner, member, shareholder, lender, franchisor, or other person whose consent is required to list, market, or distribute information about the property or business; (c) compliance with any existing listing agreement, brokerage engagement, exclusive-representation agreement, or contractual restriction; and (d) ownership of, or sufficient rights to license, any photographs, videos, floor plans, financial documents, or other content included in the Listing. A licensed broker submitting a Listing on behalf of an owner represents and warrants that the broker has the owner's written authorization to do so.

17.2 Accuracy.

The Listing Member represents and warrants that the information provided in the Listing is, to the best of the Listing Member's knowledge, true, accurate, and complete in all material respects, and contains no material omissions that would render the Listing misleading. The Listing Member shall promptly notify OFF MKT in writing of any material change to the Listing, including any change to ownership, asking price, occupancy, regulatory status, or transaction status (e.g., under contract, withdrawn, sold).

17.3 License Grant.

The Listing Member grants OFF MKT a non-exclusive, royalty-free, worldwide, sublicensable (to Buyer Members) license to host, display, reformat, transmit, and distribute the Listing through the Platform to Buyer Members for the Permitted Use, for so long as the Listing is active plus a commercially reasonable wind-down period to remove the Listing from active distribution. OFF MKT does not acquire ownership of the Listing content, and the Listing Member retains all rights not expressly granted. The Listing Member also grants OFF MKT the right to use the Listing in anonymized or aggregated form (e.g., market statistics, trend reports) that does not identify the Listing Member, the property, or the business.

17.4 OFF MKT Is Not the Listing Member's Broker.

Submission of a Listing does not create, and shall not be deemed to create, any brokerage, agency, fiduciary, or listing-broker relationship between OFF MKT and the Listing Member. If the Listing Member is represented by a licensed real estate or business broker with respect to the Listing, that representation is a separate engagement between the Listing Member and that broker, and the Listing Member is solely responsible for any commission, fee, or compensation owed to that broker (including any cooperating-broker commission). **OFF MKT will not earn or pay any brokerage commission, finder's fee, success fee, or similar compensation in connection with any Listing, and the Listing Member shall not look to OFF MKT for any such compensation.** Any subscription, listing, or platform fee paid to OFF MKT is for technology and distribution services and is not a brokerage commission.

17.5 Distribution; No Guarantee Against Member Breach.

OFF MKT will distribute Listings only to Buyer Members who have accepted this Agreement and maintain an active account in good standing, and will use commercially reasonable efforts to enforce the obligations of this Agreement against Buyer Members. **However, the Listing Member acknowledges that OFF MKT cannot and does not guarantee that no Buyer Member will breach this Agreement.** The Listing Member's principal remedies for any such breach are direct enforcement against the breaching Buyer Member, in the Listing Member's capacity as a third-party beneficiary under Section 12(d), and not against OFF MKT. The Listing Member releases OFF MKT from any liability arising from a Buyer Member's breach of this Agreement, except to the extent caused by OFF MKT's gross negligence or willful misconduct.

17.6 Modification, Hold, and Removal.

The Listing Member may request modification, hold (e.g., "under contract" status), or removal of a Listing at any time through the Platform or by written notice to OFF MKT. OFF MKT will use commercially reasonable efforts to honor such request within a reasonable time. The Listing Member acknowledges that once Confidential Information about a Listing has been distributed to Buyer Members, OFF MKT cannot compel Buyer Members to delete information already received, and the post-access confidentiality and survival obligations of this Agreement (including Section 10) will continue to govern such information.

17.7 No Listing Exclusivity.

Listing through OFF MKT is non-exclusive. This Agreement does not require any listing exclusivity, holdover commission, post-listing tail, or right of first refusal in favor of OFF MKT. The Listing Member may list, market, or sell the property or business through other channels concurrently.

17.8 Listing Member Indemnification.

In addition to (and without limiting) the Member indemnification in Section 13, each Listing Member shall indemnify, defend, and hold harmless the Indemnified Parties from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any false, misleading, or incomplete information in the Listing; (b) the Listing Member's failure to disclose any material fact; (c) the Listing Member's breach of any agreement with any owner, co-owner, broker, lender, franchisor, partner, or other third party related to the Listing or the underlying property or business; (d) any intellectual property, defamation, privacy, or publicity claim arising from content included in the Listing; (e) the Listing Member's failure to obtain any required consent (including from co-owners, partners, lenders, franchisors, or staff); and (f) any tax, employment, regulatory, licensing, or environmental claim relating to the underlying property or business.

17.9 Confidentiality of Other Listings.

A Listing Member who also accesses Confidential Information about any other Listing or any other Member's data is fully bound by all Buyer Member obligations under this Agreement (including Sections 3, 4, 5, 6, and 7) with respect to that other information. Listing a Listing Member's own property or business does not grant the Listing Member any right to access, review, or use the Confidential Information of other Members or Listings except as a Buyer Member under this Agreement.

17.10 Survival.

The representations, warranties, license grants (with respect to Listings previously distributed), confidentiality, indemnification, and limitation-of-liability provisions of this Section 17 shall survive removal of the Listing and termination of the Listing Member's account.

ACKNOWLEDGMENT AND ACCEPTANCE

By checking the box below and clicking "Agree" (or equivalent), the Member acknowledges that:

- (f) the Member has read and understands this Agreement, including the Key Terms notice above;
- (g) OFF MKT is a technology platform and is not a real estate broker, business broker, agent, or fiduciary of any party, whether on the buyer side or the listing side;
- (h) to the extent the Member accesses Confidential Information as a Buyer Member, the Member is doing so as a principal buyer or investor for the Member's own account, and not as a buyer's agent, broker, intermediary, or representative of any third party;
- (i) the Member will not share, forward, resell, export, or otherwise redistribute Confidential Information to anyone who has not separately accepted this Agreement with OFF MKT (other than narrow per-deal sharing with a Deal Advisor as described in Section 5);
- (j) to the extent the Member submits any Listing, the additional terms in Section 17 apply, including representations of authority and accuracy, license grants to OFF MKT, indemnification, and acknowledgment that OFF MKT cannot guarantee against Buyer Member breach;
- (k) any material breach — including unauthorized redistribution, use on behalf of a third party, false or unauthorized listing, or misrepresentation — may result in immediate termination, permanent ban, US\$25,000 in liquidated damages per violation, indemnification, injunctive relief, and recovery of attorneys' fees; and
- (l) the Member's click-acceptance (and, for each Listing, submission of the Listing) is its electronic signature and is legally binding.

I have read, understood, and agree to be bound by this Platform Confidentiality & Non-Disclosure Agreement, including the additional Listing Member terms in Section 17 to the extent I submit any Listing.

Captured at acceptance: Member name; entity name (if any); buyer/lister role attestation; e-mail; IP address; timestamp; Agreement version. Each Listing submission additionally captures: Listing identifier; authority and accuracy attestation; submitter; timestamp.