

# TRULO CORPORATION

## HOST LISTING AGREEMENT

*Effective: Upon Account Registration and Acceptance*

*Last Updated: March 1, 2026*

**BY COMPLETING HOST REGISTRATION ON THE TRULO PLATFORM, YOU AGREE TO BE LEGALLY BOUND BY THIS HOST LISTING AGREEMENT AND TRULO'S MASTER TERMS OF SERVICE. THIS AGREEMENT AUTHORIZES TRULO TO CHARGE YOUR CARD ON FILE FOR PENALTIES AS DESCRIBED HEREIN.**

### 1. Parties and Relationship

This Host Listing Agreement ("Host Agreement") is between Trulo Corporation, a Delaware corporation ("Trulo"), and you, the Host ("Host"). This Agreement governs your listing of commercial Spaces on the Trulo Platform at jointrulo.com.

#### 1.1 Independent Contractor

Host is an independent contractor and is NOT an employee, agent, partner, or franchisee of Trulo. Trulo does not supervise, direct, or control how Hosts operate their Spaces. Hosts are solely responsible for their own taxes, employment obligations (if any), licensing, and legal compliance.

Massachusetts ABC Test Acknowledgment (M.G.L. c. 149 §148B): Host represents and warrants that Host operates an independently established business in the commercial real estate, property management, or space-rental industry that exists separate from and independently of Host's use of the Trulo Platform. Host's Space-listing activities are conducted through Host's own independently established enterprise, utilizing Host's own property, assets, capital, and business relationships. Trulo's Platform is a technology tool that Host has chosen to use to market Host's Space; it does not define the nature of Host's business. Trulo is a technology marketplace facilitator — Hosts are commercial property owners or managers operating independently established real-estate enterprises. The nature of Host's business (owning or controlling commercial real property and making it available for use by others) is distinct from Trulo's business of operating a technology marketplace; Host is NOT performing services within the ordinary course of Trulo's business for purposes of M.G.L. c. 149 §148B(2)(b).

Control and Direction: Trulo does not have the right to control the manner or means by which Host manages, maintains, operates, or makes the Space available. All pricing decisions (subject only to Platform minimums, if any), access scheduling, Space maintenance, amenity configuration, and Space operations are exclusively within Host's control. Host retains the right to simultaneously list and rent the Space through other channels, platforms, or directly — Host's engagement with the Trulo Platform is non-exclusive. The fact that Host uses the Platform's booking, payment, and agreement tools does not affect Host's status as an independent commercial operator.

#### 1.2 Not a Real Estate Brokerage

Trulo is a technology marketplace and is NOT acting as a real estate broker, agent, or property manager. Nothing in this Agreement or the Platform creates a brokerage relationship between Trulo and any Host.

#### 1.3 License Model

All Spaces listed on Trulo are made available as commercial licenses, not leases. Hosts acknowledge that the Commercial License Agreements entered into with Tenants through Trulo do not create landlord-tenant relationships, and Hosts may not represent to Tenants that any Trulo arrangement constitutes a lease.

### 2. Listing Requirements and Host Warranties

#### 2.1 Authority to List

By listing a Space, Host warrants that:

- Host is the owner of the Space, or has express written authorization from the owner to sublicense or license the Space to third parties;
- Listing the Space does not violate any existing lease, mortgage, covenant, or third-party agreement;
- The Space complies with all applicable zoning, building, health, and safety laws;
- Host has all licenses and permits required to operate the Space and make it available for the listed use types;
- No liens, encumbrances, or legal restrictions prohibit the Space from being made available as listed.

#### 2.2 Listing Accuracy

Host is solely responsible for the accuracy, completeness, and truthfulness of all Listing content, including descriptions, photographs, amenities, permitted uses, and pricing. Material misrepresentations in a Listing are grounds for immediate removal of the Listing and suspension or termination of the Host's account.

#### 2.3 Listing Content Standards

Listings must include at minimum:

- Accurate square footage and layout description
- Current photos that accurately represent the Space's condition
- Complete list of included amenities and utilities
- Monthly License Fee and any additional charges
- Permitted use types (retail, office, warehouse, event/flex, or combination)
- Any known restrictions, limitations, or requirements that may affect Tenant's use

## 2.4 Prohibited Listing Content

Listings may not contain:

- Discriminatory language or preferences based on any protected characteristic
- False or materially misleading statements about the Space
- Prices or terms that differ from what will be honored
- Content that violates any applicable law or Trulo's Prohibited Uses Policy

## 3. Host Fees and Payout Terms

### 3.1 Host Platform Fee

Trulo charges Hosts a monthly platform fee equal to two percent (2%) of each License Fee payment collected through the Platform. The Host Fee is automatically deducted from each payout before funds are remitted to the Host. There are no listing fees or sign-up fees.

### 3.2 Payout Schedule

Host payouts are processed by Trulo through Stripe after the first full day of Tenant occupancy. For the initial month, the payout is released on the first day of the Tenant's occupancy. For subsequent months, payouts are processed within two (2) business days of the monthly License Fee payment date. Payout timing may vary based on Stripe's processing schedules and banking institution policies.

### 3.3 Payout Account

Hosts must connect a valid bank account through the Platform's Stripe onboarding process for payout purposes. Trulo is not responsible for delays or failures in payout caused by incorrect banking information provided by the Host. Hosts are responsible for verifying that their payout account information is current and accurate.

### 3.4 Fee Disputes

If a Host believes a fee has been incorrectly charged, the Host must submit a written dispute to [billing@jointrulo.com](mailto:billing@jointrulo.com) within thirty (30) days of the charge. Disputes submitted after this period will not be considered.

## 4. Booking Response Obligations

### 4.1 The 48-Hour Response Requirement

Upon receiving a Tenant's booking request for a listed Space, Host has forty-eight (48) hours to accept or decline. This obligation is a fundamental condition of listing on Trulo.

### 4.2 Dual Notification — Confirmation of Assent

To ensure Host has meaningful notice and to eliminate 'lack of assent' defenses, Trulo will send the following notifications for every booking request:

- Notification 1 — Immediate: An 'Urgent Action Required — New Booking Request' alert sent to Host's registered Platform inbox and email address at the moment the Tenant's request is received.
- Notification 2 — 24-Hour Reminder: If Host has not responded after 24 hours, a second 'FINAL NOTICE: 24 Hours Remaining Before Auto-Approval' alert sent to Host's registered email address AND Host's registered SMS/mobile phone number. This second notification explicitly states: 'Failure to respond within 24 hours will result in automatic approval and a binding Commercial License Agreement.'
- By registering as a Host, Host consents to receive these mandatory transactional SMS alerts. These notifications cannot be opted out of while a Space remains listed, as they are essential to Platform operation and legal notice compliance.

### 4.3 Auto-Approval Consent

**AUTO-APPROVAL CONSENT — REQUIRED CONFIRMATION AT ONBOARDING:** During Host registration, Trulo's onboarding flow requires Hosts to click an explicit "I AGREE" confirmation button acknowledging the auto-approval mechanism before any Space may be listed. This dedicated confirmation screen summarizes: (a) the 48-hour response window; (b) the dual notification process; (c) the binding effect of auto-approval; and (d) the 30% Host Cancellation Penalty for subsequent cancellation. No Space listing will be activated without this affirmative confirmation. This requirement is specifically designed to eliminate 'contract of adhesion' and 'lack of assent' defenses by ensuring Hosts consciously and affirmatively consent to the auto-approval mechanism as a standalone act.

**HOST EXPRESSLY UNDERSTANDS AND AGREES THAT:** if Host does not respond to a booking request within the 48-hour window after receiving both required notifications under Section 4.2, the Booking will be automatically approved and Host will be legally bound by the resulting Commercial License Agreement. By completing Host registration and listing a Space — including clicking the required auto-approval AGREE confirmation — Host irrevocably consents to this mechanism and waives any future defense of lack of notice or lack of mutual assent, provided both notifications were sent as required.

### 4.4 Host Cancellation Penalty

If a Host cancels a Booking that was auto-approved under Section 4.2, Trulo will charge the Host's card on file a Host Cancellation Penalty equal to thirty percent (30%) of the first month's base License Fee for the applicable Space. For example, if the Space has a License Fee of \$5,000 per month, the Host Cancellation Penalty is \$1,500. This penalty is retained by Trulo in its entirety. The Tenant will receive a full refund of all amounts paid and will not be penalized.

**Liquidated Damages Acknowledgment:** The Host acknowledges that the 30% Host Cancellation Penalty represents a reasonable pre-estimate of Trulo's actual damages arising from a Host-fault cancellation of an auto-approved Booking, including costs associated with Tenant disruption, lost Platform fees, customer support resources, and reputational harm to the Platform. These damages are inherently difficult to calculate at the time of contracting. The parties agree that this amount is not a penalty or punitive forfeiture but a genuine estimate of foreseeable harm, and that this characterization is material to Host's agreement to list on the Platform.

Trulo also reserves the right to charge the Host Cancellation Penalty in cases where Trulo determines, in its reasonable discretion, that a Host accepted a Booking and then sought to cancel without legitimate cause within the Protected Period.

### 4.5 Repeated Non-Response

A pattern of non-response to booking requests (defined as three or more instances of auto-approval in any twelve-month period) may result in Listing suspension or Host account termination.

## 5. Card on File — Payment Authorization

**READ CAREFULLY. BY COMPLETING HOST REGISTRATION, YOU EXPRESSLY AND IRREVOCABLY AUTHORIZE TRULO TO CHARGE YOUR CREDIT OR DEBIT CARD ON FILE FOR THE AMOUNTS DESCRIBED BELOW.**

### 5.1 Card Required

As a condition of listing on Trulo, every Host must provide a valid credit or debit card through the Platform's secure payment system. This card is held on file by Stripe on Trulo's behalf and is separate from the bank account used for payouts.

### 5.2 Authorized Charges

Host expressly authorizes Trulo to charge Host's card on file for any of the following:

- Host Cancellation Penalty (Section 4.3): 30% of the first month's License Fee upon cancellation of an auto-approved Booking.
- Any amounts Trulo determines Host owes as a result of a dispute resolution proceeding under Trulo's Dispute Resolution Policy.
- Any verified damage, loss, or costs Trulo incurs as a direct result of Host's breach of this Agreement.
- Any other amounts expressly identified as chargeable to the Host under this Agreement or Trulo's incorporated policies.

### 5.3 Notice Before Charge

Trulo will notify Host by email before charging the card on file for any penalty or fee under Sections 5.2(2) through 5.2(4), providing Host with five (5) business days to dispute the charge in writing. The Host Cancellation Penalty under Section 5.2(1) may be charged without advance notice given the time-sensitive nature of Tenant rebooking.

### 5.4 Failed Charge

If Trulo's attempt to charge Host's card on file fails for any reason, Host remains liable for the full amount and Trulo may pursue collection through any available legal means. Trulo may also suspend Host's account and Listings pending resolution of outstanding amounts owed.

### 5.5 Card Update

Host must keep card information current. If a card expires or is otherwise invalid, Host must update the card on file within seventy-two (72) hours of Trulo's request. Failure to maintain a valid card on file is grounds for Listing suspension.

## 6. Host Obligations During a Commercial License

### 6.1 Space Condition

Host must deliver the Space to Tenant in the condition described in the Listing, reasonably clean, and in a safe condition suitable for the Tenant's permitted commercial use. Any material discrepancy between the Listing description and the actual Space condition at move-in must be remedied by the Host promptly or may entitle the Tenant to cancel and receive a full refund.

### 6.2 Utilities and Access

Host must ensure that all utilities, systems, and amenities listed as included with the Space are functional and available to the Tenant throughout the License term, unless the failure is caused by a third party or force majeure event. Host must provide Tenant with all access credentials, keys, codes, or other means of accessing the Space on or before the first day of occupancy.

### 6.3 Quiet Enjoyment

Although the Commercial License does not create a right of exclusive possession, Host agrees not to interfere unreasonably with Tenant's commercial use of the Space during the License term. Host access to the Space must be on reasonable notice (minimum 24 hours except in emergencies) and must not unreasonably disrupt Tenant's business operations.

### 6.4 Legal Compliance and Mandatory ADA Accessibility Disclosure

Host is solely responsible for ensuring that the Space complies with all applicable laws during the License term, including building codes, fire safety requirements, ADA accessibility requirements, and any permits or inspections required for the types of commercial use permitted in the Listing.

**Mandatory ADA Accessibility Disclosure (Condition of Listing):** As a condition precedent to publishing or maintaining any Listing on the Platform, Host must complete and certify Trulo's Accessibility Disclosure Form, which requires Host to disclose:

- Whether the Space meets the accessibility requirements of the Americans with Disabilities Act (ADA) Title III for places of public accommodation, including accessible entrances, paths of travel, parking, restrooms, and service counters, as applicable to the Space's configuration
- Whether there are known ADA or Massachusetts Architectural Access Board (MAAB) accessibility barriers at the Space, including stairs without ramps, non-accessible restrooms, or narrow doorways
- Whether the Space has been inspected for ADA compliance within the last five (5) years; and if so, the date and summary outcome of such inspection
- Any accessibility accommodations available (e.g., elevator access, accessible parking, hearing loop)

Host acknowledges that: (a) ADA compliance is Host's sole responsibility; (b) Trulo does not verify the accuracy of Host's Accessibility Disclosure; (c) knowingly providing false ADA accessibility information is a material misrepresentation and grounds for immediate Listing removal and account termination; and (d) Tenants who rely on accurate accessibility disclosures to book a Space may pursue remedies against Host if the Space does not match the disclosed accessibility status.

This Accessibility Disclosure requirement is designed to comply with ADA public accommodation obligations and to protect both Hosts (by creating a disclosure record) and Tenants (by ensuring informed booking decisions).

### 6.5 Prohibited Host Actions and Self-Help Eviction Warning

During the term of any active Commercial License Agreement, Host may NOT:

- Lock out, exclude, or deny physical access to Tenant except as permitted by Trulo's Dispute Resolution Policy and ONLY after receiving Trulo's express written authorization through the Platform

- Physically change locks, block entrances, remove access credentials, or otherwise prevent Tenant's physical access to the Space without Trulo's Platform authorization AND, where required by applicable law, a court order
- Remove, relocate, or cause the removal of Tenant's personal property, equipment, inventory, or fixtures from the Space without Tenant's written consent or a court order
- Harass, threaten, intimidate, or retaliate against any Tenant or Tenant's employees or customers
- Terminate the License for convenience during the Protected Period

**SELF-HELP EVICTION WARNING — READ BEFORE TAKING ANY PHYSICAL ACTION: Trulo's Platform authorization to suspend or terminate Tenant's digital access credentials is a DIGITAL PLATFORM ACTION ONLY. This authorization DOES NOT: (i) constitute a legal eviction order; (ii) authorize Host to physically change locks, remove Tenant's property, or otherwise physically exclude Tenant from the Space; (iii) waive Tenant's right to seek emergency injunctive relief; or (iv) indemnify or protect Host from civil or criminal liability for unauthorized physical exclusion. WARNING: Under Massachusetts law, a Host who engages in unlawful self-help eviction — including changing deadbolts, removing property, or physically blocking access without a court order — may be liable for TRIPLE DAMAGES (treble damages) plus attorneys' fees under M.G.L. c. 186 § 14, even in a commercial license arrangement where the tenant-at-will protections are at issue. Trulo expressly disclaims any obligation to indemnify, defend, or hold harmless Host for any liability arising from Host's independent physical conduct. OBTAIN A COURT ORDER BEFORE TAKING ANY PHYSICAL ACTION. Trulo shall not be joined as a co-defendant, indemnitor, or contributor in any action arising from Host's self-help conduct.**

## 7. Host's Assumption of Risk and Representations

### 7.1 Acknowledgment of Inherent Risks

Host acknowledges and accepts that making commercial Spaces available through Trulo involves inherent risks, including but not limited to:

- Property damage beyond normal wear and tear caused by Tenants or their invitees
- Tenant default, abandonment, or failure to pay
- Regulatory violations or licensing issues arising from Tenant's business activities
- Third-party claims arising from Tenant's use of the Space
- Interference with Host's underlying lease, mortgage, or other property obligations

### 7.2 No Guarantee of Tenant Quality

Trulo does not guarantee the character, creditworthiness, business viability, or conduct of any Tenant. Trulo's identity verification and screening processes are limited in scope and do not constitute a warranty or guarantee of Tenant suitability. Host is solely responsible for evaluating whether to accept any Tenant's booking request.

### 7.2A Prohibition on Independent Background Checks — CORI Compliance

Hosts are PROHIBITED from conducting, requesting, or obtaining independent criminal history record checks (CORI checks), third-party background investigations, or credit reports on Tenants outside of Trulo's Platform-authorized screening process. This prohibition exists for the following legal reasons:

- Massachusetts CORI Act (M.G.L. c. 6 §§ 167–178): Access to Massachusetts criminal offender record information is strictly regulated. Unauthorized access to or use of CORI information carries civil and criminal penalties under state law.
- Boston Fair Chance Ordinance: For Spaces located within the City of Boston, any use of criminal history information in a booking decision must follow the individualized assessment process mandated by Boston's Fair Chance Ordinance — criminal history may not be used as an automatic disqualifier and may only be considered after a conditional acceptance.
- Fair Credit Reporting Act (FCRA, 15 U.S.C. § 1681): Independent consumer reports obtained through third-party screening companies trigger adverse action requirements, disclosure obligations, and other FCRA compliance duties that fall entirely on the Host as the requesting party.

Hosts who wish to screen Tenants must use only the Booking Review period and the information provided in the Tenant's Platform profile. Any Host found to have obtained unauthorized background check information about a Tenant is subject to immediate account suspension and may be liable directly to the Tenant for applicable statutory damages.

### 7.3 No Guarantee of Revenue

Trulo makes no guarantees regarding the volume of booking requests, occupancy rates, or revenue that any Host will generate through the Platform. Market conditions, Listing quality, pricing, and other factors affecting bookings are outside Trulo's control.

### 7.4 Host's Due Diligence

Host is responsible for: (a) verifying that licensing the Space is permitted under any applicable master lease, mortgage, HOA rules, or local regulations; (b) maintaining adequate insurance for the Space; (c) consulting with legal, tax, and insurance advisors as appropriate; and (d) setting License Fees that reflect Host's actual costs, risks, and obligations.

## 8. Insurance

Host is encouraged, but not required by Trulo, to maintain commercial property insurance and general liability insurance for the Space at all times. Host acknowledges that Trulo's facilitation of Tenant insurance does not provide Host with any direct coverage and that Host's own insurance is Host's sole responsibility.

## 9. Account Suspension and Termination

### 9.1 By Trulo

Trulo may suspend or terminate Host's account and remove any or all Listings at any time, with or without cause, upon notice. Grounds for immediate suspension without prior notice include:

- Fraudulent or materially false Listing content
- Discrimination against Tenants based on protected characteristics
- Three or more Host Cancellation Penalties within any 12-month period

- Criminal activity or conduct endangering Tenant safety
- Failure to maintain a valid card on file
- Material breach of this Agreement or the Master Terms of Service

## 9.2 By Host

Host may close their account at any time by contacting support@jointrulo.com, provided there are no active Commercial License Agreements. If active License Agreements exist, the Host account may not be closed until those Agreements are properly concluded pursuant to the termination procedures in the Master Terms of Service.

## 9.3 Effect of Termination

Upon termination, Host's Listings will be removed from the Platform. Any active Commercial License Agreements will continue until they expire or are properly terminated pursuant to their terms. Outstanding Host Fees and penalties remain due and payable after termination.

## 10. Nondiscrimination

Host must comply with all applicable nondiscrimination laws. Host may not decline a booking request or impose different terms based on a Tenant's race, color, national origin, religion, sex, disability, age, marital status, sexual orientation, gender identity, military status, or any other characteristic protected by federal, Massachusetts, or Boston law. Hosts may establish objective, neutral business requirements (creditworthiness, insurance, permitted use, business type), provided such requirements are applied equally to all Tenants.

## 11. Tax Reporting, W-9, and 1099-K Obligations

**IMPORTANT TAX NOTICE: Trulo is required by federal law to report payout income to the Internal Revenue Service. Failure to provide accurate taxpayer information may result in backup withholding on all payouts at the current IRS rate (currently 24%). This section describes Host's mandatory tax compliance obligations as a condition of receiving payouts from Trulo.**

### 11.1 W-9 / W-8BEN Requirement

All Hosts must provide a valid IRS Form W-9 (U.S. persons and entities) or IRS Form W-8BEN / W-8BEN-E (non-U.S. persons and entities) before receiving any payout from Trulo. By registering as a Host and providing tax information through the Platform:

- U.S. Hosts certify under penalty of perjury that the taxpayer identification number (TIN) provided (Social Security Number, Employer Identification Number, or Individual Taxpayer Identification Number) is correct and that Host is not subject to backup withholding;
- Non-U.S. Hosts certify their foreign status, claim treaty benefits if applicable, and acknowledge withholding obligations under the Foreign Account Tax Compliance Act (FATCA) and Chapter 3 of the Internal Revenue Code.

### 11.2 IRS Form 1099-K Reporting

Trulo is a 'third-party settlement organization' (TPSO) as defined under 26 U.S.C. § 6050W. Pursuant to current IRS regulations and the American Rescue Plan Act of 2021 (as implemented), Trulo is required to issue IRS Form 1099-K to any U.S. Host who receives aggregate gross payouts exceeding \$600 in a calendar year. Hosts who receive a 1099-K should note:

- The 1099-K reports gross payouts before deduction of Trulo's platform fee. Host is responsible for deducting allowable business expenses on their own tax return.
- Trulo's platform fee is deductible by Host as an ordinary business expense subject to applicable IRS rules.
- Trulo will transmit 1099-K forms electronically to the IRS and will deliver copies to Hosts through the Platform dashboard by January 31 of the following calendar year.
- Hosts are solely responsible for reporting all income received through Trulo on their federal, state, and local tax returns, regardless of whether a 1099-K is issued.

### 11.3 Backup Withholding

If Host fails to provide a valid TIN, provides an incorrect TIN, or is notified by the IRS that Host is subject to backup withholding, Trulo is required by law to withhold 24% of all gross payouts and remit this amount to the IRS. Trulo will notify Host if backup withholding is applied. To stop backup withholding, Host must provide a certified correct TIN to Trulo through the Platform. Trulo is not liable for any tax liability arising from Host's failure to provide accurate taxpayer information.

### 11.4 Host's Independent Tax Obligations

Trulo does not provide tax advice. Host is solely responsible for: (a) self-employment tax obligations arising from Platform income; (b) state and local income tax reporting; (c) occupancy or transient lodging taxes, if applicable in Host's jurisdiction; (d) sales tax, if applicable to commercial license fees in Host's state; and (e) any other tax arising from Host's use of the Platform. Trulo strongly recommends that Hosts consult a qualified tax advisor regarding their specific obligations.

### 11.5 State Tax Obligations — Massachusetts

Massachusetts Hosts should be aware that the Massachusetts Department of Revenue (DOR) may receive information from the IRS regarding Host payout income. Commercial license revenue is generally subject to Massachusetts individual or business income tax. Hosts who operate as pass-through entities (partnerships, LLCs, S-corps) must report Trulo income at the entity level pursuant to Massachusetts DOR guidance. Hosts using a Space as a home office may be eligible for home office deductions subject to IRS limitations.

## 12. Entire Agreement and Governing Law

This Host Agreement, together with the Master Terms of Service and all incorporated policies, constitutes the entire agreement between Trulo and Host with respect to the subject matter hereof. This Agreement is governed by the laws of the State of Delaware (corporate matters) and the Commonwealth of Massachusetts (property and license matters). Dispute resolution is governed by Section 17 of the Master Terms of Service, including mandatory arbitration.

HOST ACKNOWLEDGMENT: By completing registration as a Host on the Trulo Platform, I confirm that I have read, understood, and agree to be legally bound by this Host Listing Agreement, including the card authorization in Section 5, the auto-approval consent in Section 4.2, and the Host Cancellation Penalty in Section 4.3.

Host Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## Amendment No. 1 — Superior Landlord Consent & Sublicensing Authority (March 16, 2026)

### TRULO CORPORATION

#### HOST LISTING AGREEMENT — AMENDMENT NO. 1

#### SUPERIOR LANDLORD CONSENT AND SUBLICENSING AUTHORITY

Effective Date: March 16, 2026

**Parties:**

**TRULO CORPORATION**, a Delaware corporation registered to do business in the Commonwealth of Massachusetts ("Trulo")

and

**HOST**, as identified in the Host's registered account on the Trulo Platform ("Host")

#### RECITALS

**WHEREAS**, Trulo Corporation operates the Trulo Platform (jointrulo.com), a mid-term commercial real estate marketplace that enables Hosts to list commercial Spaces for occupation by Tenants pursuant to Commercial License Agreements governed by the Trulo Master Terms of Service;

**WHEREAS**, the parties have previously entered into the Trulo Master Terms of Service (as may be amended from time to time, the "Master Terms") and the Host Listing Agreement (the "Host Listing Agreement"), both of which govern Host's access to and use of the Platform;

**WHEREAS**, Trulo has identified, through its legal review process, a material gap in the existing Host Listing Agreement with respect to the requirement that Hosts possess adequate sublicensing authority over each listed Space before offering such Space to Tenants through the Platform;

**WHEREAS**, the parties agree that adding an express covenant requiring mandatory attestation of sublicensing authority at the point of listing creation, together with the indemnification, notification, and cancellation provisions set forth herein, is necessary to protect the integrity of the Platform and to protect Tenants who book Spaces in reasonable reliance on the representations made in each Listing; and

**WHEREAS**, the parties intend this Amendment No. 1 to be incorporated into and made part of the Host Listing Agreement, supplementing and clarifying the existing representations in Section 3.1 of the Host Listing Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### AMENDMENT PROVISIONS

##### Section 1. Addition of New Section: Superior Landlord Consent and Sublicensing Authority

The Host Listing Agreement is hereby amended by adding the following new Section as "Section [Superior Landlord Consent]," which shall be incorporated immediately following Section 3.1 (Host Representations and Warranties) and shall read in its entirety as follows:

#### SECTION [SUPERIOR LANDLORD CONSENT]: SUPERIOR LANDLORD CONSENT AND SUBLICENSING AUTHORITY

##### ##### 1.1 Mandatory Attestation at Listing Creation

Before any Space may be submitted for publication on the Platform, Host must complete a mandatory attestation regarding Host's legal authority to license or otherwise permit third-party Tenants to occupy the Space on a short-term or mid-term commercial basis. This attestation is a condition precedent to publication of any Listing on the Platform.

Host must affirmatively select one of the following three attestations in the "Listing Authority" field presented in the listing creation workflow:

**(a) Fee Ownership.** Host is the fee owner of the real property constituting the Space — meaning Host owns the underlying real estate outright — and no superior landlord, mortgagee, or other party holds a superior interest in the Space that would restrict Host's authority to license the Space to third parties.

**(b) Written Superior Landlord Consent.** Host is not the fee owner of the Space but has obtained prior written consent from the superior landlord or property owner of the Space (the "Superior Landlord") specifically authorizing Host to sublicense or otherwise permit third parties to occupy the Space on a short-term or mid-term commercial basis consistent with the nature of the Platform. Host must upload a copy of the written consent document at the time of listing creation. The

uploaded document must identify the Space by address, be signed by an authorized representative of the Superior Landlord, and specifically authorize the type of third-party occupancy contemplated by a Commercial License Agreement on the Platform.

**(c) Lease Permits Sublicensing Without Consent.** Host is not the fee owner of the Space but holds a leasehold or other possessory interest in the Space pursuant to a written lease agreement, and the terms of that lease expressly permit Host to sublicense the Space or permit third-party occupancy of the type contemplated by a Commercial License Agreement, without requiring prior written consent from the Superior Landlord. Host must upload the specific lease provision(s) supporting this attestation at the time of listing creation.

#### ##### 1.2 Ineligibility to List

If Host cannot truthfully and accurately make one of the three attestations set forth in Section 1.1(a), 1.1(b), or 1.1(c) with respect to a particular Space, Host is not eligible to list that Space on the Platform. Trulo reserves the right to reject, remove, or suspend any Listing for which Host has not completed a valid attestation, or for which Trulo has reasonable grounds to believe the attestation is inaccurate, without liability to Host and without limiting any other remedy available to Trulo or to affected Tenants.

#### ##### 1.3 Representation and Warranty Regarding Continuing Authority

Host represents and warrants to Trulo and to each Tenant who enters into a Commercial License Agreement for the Space that:

- (a) At the time of listing creation, the attestation made by Host pursuant to Section 1.1 is true, accurate, and complete in all material respects;
- (b) Any required Superior Landlord consent will remain valid, in full force, and unrevoked throughout the entire duration of any active Commercial License Agreement for the Space, including any extension or holdover period; and
- (c) Host has not received any notice from a Superior Landlord threatening to revoke, condition, limit, or contest Host's authority to sublicense the Space, and no such action is pending or, to Host's knowledge, threatened as of the date of listing creation.

These representations and warranties are made as of the date of each listing creation, are remade as of the commencement date of each Commercial License Agreement for the Space, and shall be deemed continuously reaffirmed throughout the duration of each active Commercial License Agreement.

#### ##### 1.4 Mandatory Notification of Revocation or Threat

Host must notify Trulo in writing at legal@jointrulo.com within twenty-four (24) hours of Host's receipt of any notice, communication, or other indication that:

- (a) A Superior Landlord has revoked, withdrawn, or conditioned the consent that forms the basis of Host's attestation under Section 1.1(b) or 1.1(c);
- (b) A Superior Landlord has notified Host that the Superior Landlord disputes Host's authority to sublicense the Space;
- (c) A Superior Landlord has taken or threatened to take any legal or physical action against Host, against the Space, or against any Tenant arising from a Listing or Commercial License Agreement; or
- (d) Host's leasehold or possessory interest in the Space has been terminated, surrendered, or is subject to a pending termination notice.

Failure to provide the required 24-hour notification is an independent material breach of this Agreement and of the Host Listing Agreement.

#### ##### 1.5 Effect of Revocation — Involuntary Host Cancellation

In the event that a Superior Landlord revokes, conditions, or withdraws consent, or takes any action that prevents Host from fulfilling an active Commercial License Agreement, the following shall apply:

- (a) **Involuntary Cancellation Treatment.** The inability to perform arising from revocation or loss of Superior Landlord consent constitutes an involuntary Host cancellation, subject to all Host cancellation penalties set forth in **Section 5 of the Host Listing Agreement** (Cancellation Policy — Host Cancellations), including without limitation the 30% Host cancellation penalty applicable to confirmed bookings.
- (b) **Exception for Tenant-Caused Revocation.** The involuntary cancellation penalty under Section 5 of the Host Listing Agreement shall not apply if Host can demonstrate, by clear and convincing evidence submitted to Trulo within five (5) business days of the revocation event, that the Superior Landlord's revocation was caused directly and exclusively by the Tenant's breach of the Commercial License Agreement or by Tenant's violation of applicable law. The burden of proof rests entirely with Host. Trulo's determination of whether this exception applies is final and binding for purposes of Platform administration.
- (c) **Tenant Remedies.** Upon notification of a revocation event or involuntary Host cancellation, Trulo will treat the booking in accordance with the Involuntary Cancellation provisions of the Cancellation and Refund Policy (Document 6 of the Trulo document suite), and Tenant will receive a full refund of all prepaid License Fees for any unused period of the Commercial License Agreement.
- (d) **Platform Action.** Trulo may immediately suspend or remove the affected Listing from the Platform upon notification of a revocation event, and may suspend Host's ability to create new Listings until the matter is resolved to Trulo's satisfaction.

#### ##### 1.6 Indemnification

Host shall defend, indemnify, and hold harmless Trulo Corporation and its officers, directors, employees, agents, successors, and assigns (collectively, the "Trulo Indemnified Parties") from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to:

- (a) Host's failure to possess valid sublicensing authority for any Space listed on the Platform at any time during which an active Listing or Commercial License Agreement exists for that Space;
- (b) Any inaccuracy or misrepresentation in Host's attestation under Section 1.1, or any breach of Host's representations and warranties under Section 1.3;
- (c) Any claim by a Superior Landlord arising from Host's listing of the Space on the Platform or from any Tenant's occupation of the Space pursuant to a Commercial License Agreement; or
- (d) Host's failure to provide timely notification as required under Section 1.4.

This indemnification obligation is in addition to, and does not limit, any other indemnification obligations of Host under the Host Listing Agreement or the Master Terms.

#### ##### 1.7 Survival of Indemnification

The indemnification obligations set forth in Section 1.6 shall survive the termination or expiration of this Agreement, the termination or expiration of the Host Listing Agreement, and the termination or expiration of any Commercial License Agreement for the Space, without limitation as to time or amount, until all claims covered by Section 1.6 have been finally resolved.

### Section 2. Cross-Reference: Tenant User Agreement

Host acknowledges that a corresponding disclosure regarding the risks associated with Host sublicensing authority — designated "Amendment No. 1 to the Tenant User Agreement: Superior Landlord Disclosure" — has been added to the Tenant User Agreement (Document 3 of the Trulo document suite). That disclosure informs Tenants that some Hosts on the Platform may be commercial tenants who are listing Spaces they themselves lease from a Superior Landlord, that Trulo does not independently verify the terms of any Host's underlying lease, and that Tenants booking high-value or long-duration Spaces should request written confirmation of Superior Landlord consent from the Host before completing a booking. The existence of the Tenant-facing disclosure does not diminish or transfer any of Host's obligations under this Amendment.

### Section 3. Platform UX Engineering Note — "Listing Authority" Mandatory Field

The following is a specification for the Platform engineering team describing the "Listing Authority" mandatory field required by Section 1.1 of this Amendment:

**Field Name:** Listing Authority

**Field Type:** Mandatory radio button selection — a Listing cannot be submitted for publication without a completed selection in this field.

**Radio Options (three, mutually exclusive):**

- **(a) Fee Owner:** "I am the fee owner of this property. I own the underlying real estate outright and have the unrestricted right to license this Space to third parties."
- **(b) Written Superior Landlord Consent:** "I am not the fee owner. I have obtained prior written consent from my landlord or property owner specifically authorizing me to sublicense or permit third-party occupancy of this Space on a short-term or mid-term commercial basis." [Triggers mandatory document upload field: "Upload Consent Document (PDF or image, max 25 MB)." Upload is required before the Listing can be submitted.]
- **(c) Lease Permits Sublicensing:** "I am not the fee owner. My lease expressly permits me to sublicense this Space or permit third-party occupancy of this type without prior landlord consent." [Triggers mandatory document upload field: "Upload Relevant Lease Provision (PDF or image, max 25 MB)." Upload is required before the Listing can be submitted.]

**Tooltip Text (on hover or tap):** "Trulo requires all Hosts to confirm they have the legal right to license their Space to Tenants. If you are a commercial tenant, you must have your landlord's written permission or a lease clause that allows sublicensing. If you are unsure, do not list this Space until you have confirmed your authority with your landlord and, if appropriate, your legal counsel."

**Validation:** If option (b) or (c) is selected and no document has been uploaded, the Platform must prevent form submission and display the following message: "You must upload the required document to complete your Listing Authority attestation. Your listing cannot be published until this upload is complete."

**Storage:** Uploaded documents must be stored securely in association with the Listing record and retained for a minimum of seven (7) years from the date of the most recent Commercial License Agreement for the Space.

### Section 4. Governing Law

This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Any dispute arising under this Amendment that is not resolved through the Platform's dispute resolution process shall be subject to binding arbitration under the AAA Commercial Arbitration Rules in Boston, Massachusetts, as provided in the Master Terms.

### Section 5. Integration and Incorporation

This Amendment No. 1 is incorporated into and made a part of the Host Listing Agreement in its entirety. In the event of any conflict between the provisions of this Amendment and the provisions of the Host Listing Agreement, the provisions of this Amendment shall control with respect to the subject matter herein. All other provisions of the Host Listing Agreement and the Master Terms that are not expressly modified by this Amendment remain in full force and effect.

This Amendment, together with the Host Listing Agreement and the Master Terms, constitutes the entire agreement of the parties with respect to the subject matter of this Amendment and supersedes all prior discussions, representations, or understandings, whether written or oral, regarding Host's superior landlord consent obligations.

### SIGNATURE BLOCK

By executing below, each party agrees to be bound by the terms of this Amendment No. 1 to the Host Listing Agreement.

#### HOST

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title (if signing on behalf of an entity): \_\_\_\_\_

Entity Name (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

#### TRULO CORPORATION

Signature: \_\_\_\_\_

Printed Name: Kourosch Farboodmanesh

Title: Chief Executive Officer

Date: March 16, 2026

*This Amendment No. 1 takes effect on the Effective Date set forth above and applies to all Listings created or renewed on or after the Effective Date. Existing Listings active as of the Effective Date must be updated by the Host to include a completed Listing Authority attestation within thirty (30) days of the Effective Date, after which Trulo may suspend any Listing for which no attestation has been completed.*

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## Amendment No. 2 — Tax Obligations & 1099-K Reporting (March 16, 2026)

### TRULO CORPORATION

#### HOST LISTING AGREEMENT — AMENDMENT NO. 2

#### TAX OBLIGATIONS AND REPORTING

**Effective Date:** March 16, 2026

**Last Updated:** March 16, 2026

BY CONTINUING TO USE THE TRULO PLATFORM AFTER THE EFFECTIVE DATE OF THIS AMENDMENT, HOST AGREES TO BE LEGALLY BOUND BY THE TERMS SET FORTH HEREIN. THIS AMENDMENT IS INCORPORATED INTO AND MADE PART OF THE TRULO HOST LISTING AGREEMENT AND MASTER TERMS OF SERVICE.

#### Recitals

This Amendment No. 2 to the Trulo Host Listing Agreement ("Amendment") is entered into between Trulo Corporation, a Delaware corporation ("Trulo"), and the Host identified by their registered Trulo Platform account. This Amendment supplements the Host Listing Agreement ("Host Agreement") by adding a new section governing the Host's tax obligations and Trulo's related tax information reporting duties. In the event of any conflict between this Amendment and the Host Agreement, this Amendment controls.

#### New Section: Tax Obligations and Reporting

##### [TAX-1] Taxable Income Acknowledgment.

Host acknowledges that License Fee income received through the Trulo Platform from Tenant bookings constitutes taxable income under applicable federal, state, and local law. Host is solely responsible for reporting all License Fee income to the applicable tax authorities and for paying all federal, state, and local income taxes arising from such income. Trulo does not provide tax advice and makes no representations regarding the tax treatment of any amounts received through the Platform.

##### [TAX-2] Third-Party Settlement Organization Reporting.

Trulo is a Third-Party Settlement Organization (TPSO) as defined in 26 U.S.C. §6050W and Treasury Regulations §1.6050W-1. As a TPSO, Trulo is required by federal law to file Form 1099-K with the Internal Revenue Service (IRS) and to issue a copy to Host for each calendar year in which Host receives aggregate License Fee payments meeting or exceeding the applicable IRS reporting threshold. Trulo's 1099-K reporting obligations and current thresholds are described in the Trulo Tax Disclosure and 1099-K Reporting Policy, incorporated herein by reference.

##### [TAX-3] Mandatory TIN Provision.

As a condition of receiving any payout from the Trulo Platform, Host must provide Trulo with a valid U.S. Taxpayer Identification Number (TIN) as follows:

- (a) **U.S. Individual Hosts (including sole proprietors):** Provide Social Security Number (SSN) by completing IRS Form W-9 through the Platform's tax onboarding flow.
- (b) **U.S. Business Entity Hosts (LLC, corporation, partnership, or other entity):** Provide Employer Identification Number (EIN) by completing IRS Form W-9 through the Platform's tax onboarding flow.
- (c) **Non-U.S. Hosts:** Provide the applicable IRS Form W-8 series (W-8BEN for foreign individuals; W-8BEN-E for foreign entities; W-8ECI if income is effectively connected with a U.S. trade or business; or such other form as may be required under applicable IRS guidance) through the Platform's tax onboarding flow.

Trulo will not release any payout to Host until a valid TIN form is on file. Host must update TIN information within thirty (30) calendar days of any change. Trulo will use IRS TIN Matching procedures to validate TIN/name combinations and may withhold payouts pending TIN validation.

##### [TAX-4] Backup Withholding.

If Host fails to provide a valid TIN, provides an incorrect TIN/name combination, or if the IRS notifies Trulo that Host is subject to backup withholding (including via IRS CP2100 or CP2100A notice), Trulo is required by federal law to withhold income tax at the then-current backup withholding rate (currently 24% as of 2024; subject to change by IRS regulation) from all payouts to Host and to remit such withheld amounts to the IRS on Host's behalf. Backup-withheld amounts are remitted to the IRS and are not refundable by Trulo. Trulo is not responsible for any financial loss to Host arising from backup withholding triggered by Host's failure to provide accurate, current TIN information.

##### [TAX-5] Electronic Delivery of Form 1099-K.

By completing the Platform's tax onboarding flow and checking the box labeled "I consent to electronic delivery of Form 1099-K," Host consents to receive Form 1099-K electronically at the email address associated with Host's Trulo account. Host may withdraw this consent at any time by contacting support@jointrulo.com; withdrawal of consent to electronic delivery will result in paper delivery of Form 1099-K by U.S. mail to Host's address on file. If Host does not provide consent to electronic delivery, Trulo will deliver Form 1099-K by U.S. mail by January 31 of the year following the reporting year.

**[TAX-6] Massachusetts State Tax Disclosure.**

Host acknowledges that License Fee income received from Spaces located in Massachusetts constitutes Massachusetts-source income. Non-resident Hosts (individuals or entities not domiciled in Massachusetts) receiving Massachusetts-source income may have Massachusetts personal income tax or corporate excise filing obligations under M.G.L. c. 62 and M.G.L. c. 63, respectively. Trulo does not withhold Massachusetts state income tax from Host payouts. Trulo will provide Host payment data to the Massachusetts Department of Revenue (DOR) as required by applicable state law. Non-resident Hosts are strongly encouraged to consult a Massachusetts-licensed tax advisor regarding their Massachusetts tax obligations.

**[TAX-7] Changes in IRS Requirements.**

IRS reporting thresholds, backup withholding rates, and Form W-9/W-8 requirements are subject to change by IRS guidance, regulation, or statute. Trulo will update the Tax Disclosure and 1099-K Reporting Policy to reflect material changes in applicable law and will notify Hosts of changes materially affecting their tax information obligations via email to the address on file.

**[TAX-8] Incorporated Policy.**

This Section incorporates by reference the Trulo Tax Disclosure and 1099-K Reporting Policy in its entirety. In the event of any conflict between this Section and the Tax Disclosure and 1099-K Reporting Policy, the Tax Disclosure and 1099-K Reporting Policy controls with respect to tax reporting procedures and Trulo's IRS obligations.

**Governing Law**

This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This Amendment is subject to the dispute resolution and arbitration provisions set forth in Section 17 of the Trulo Master Terms of Service.

**Integration**

This Amendment is hereby incorporated into and made part of the Trulo Host Listing Agreement and the Trulo Master Terms of Service. All other provisions of the Host Agreement remain in full force and effect.

*This Amendment was prepared by the Office of General Counsel, Trulo Corporation.*

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*This document does not constitute tax advice. Hosts should consult a qualified tax professional.*