

TRULO CORPORATION

TENANT USER AGREEMENT

Effective: Upon Account Registration and First Booking

Last Updated: March 1, 2026

BY CREATING A TENANT ACCOUNT OR COMPLETING YOUR FIRST BOOKING ON TRULO, YOU AGREE TO BE LEGALLY BOUND BY THIS TENANT USER AGREEMENT AND TRULO'S MASTER TERMS OF SERVICE. PLEASE READ SECTION 9 — ASSUMPTION OF RISK — CAREFULLY BEFORE BOOKING ANY SPACE.

1. Parties and Purpose

This Tenant User Agreement ("Tenant Agreement") is between Trulo Corporation, a Delaware corporation ("Trulo"), and you, the commercial Tenant ("Tenant"). This Agreement governs your use of the Trulo Platform to search for, book, and occupy commercial Spaces.

1.1 Trulo's Role

Trulo is a technology marketplace that facilitates connections between commercial space Hosts and Tenants. Trulo is NOT a landlord, property manager, or party to your Commercial License Agreement with the Host. The Space you occupy is licensed to you by the Host, not by Trulo.

1.2 Commercial License — Not a Lease

All Spaces booked through Trulo are governed by a commercial license, NOT a lease. No booking on Trulo creates a tenancy, leasehold estate, or any real property interest. You will not have the legal protections afforded to residential tenants or commercial lessees under Massachusetts General Laws Chapter 186 or any other landlord-tenant statute.

2. Tenant Fees and Payment Obligations

2.1 Tenant Service Fee

Tenants are charged a monthly service fee equal to ten percent (10%) of the License Fee for each active Booking. This fee is added to each monthly payment and collected by Trulo.

2.2 Total Monthly Cost

Your total monthly payment to Trulo equals the License Fee (the base rent agreed with the Host) plus the 10% Tenant Service Fee. Example: \$4,000 License Fee + \$400 Service Fee = \$4,400 total monthly payment.

2.3 First Month Payment

Upon Booking confirmation, you must pay the first month's License Fee plus the Tenant Service Fee. This payment is required before your Commercial License Agreement becomes binding and before you receive access to the Space.

2.4 Recurring Payments

After the initial payment, Trulo will automatically charge your payment method on file on the monthly anniversary of your occupancy start date (e.g., if you begin on April 3, recurring charges occur on May 3, June 3, etc.). You authorize Trulo to make these recurring charges as a condition of completing your first Booking.

2.5 Late Payment

If your monthly payment fails for any reason, Trulo will attempt to charge your payment method up to two additional times within five (5) business days. If payment remains outstanding after five (5) business days from the due date, a late fee of five percent (5%) of the License Fee will be assessed. Continued non-payment is grounds for early termination of your Commercial License Agreement.

2.6 No Off-Platform Payments

All payments for any Space booked through Trulo must be made exclusively through the Trulo Platform. Arranging or accepting payment outside the Platform (to avoid Trulo's fees) is a material breach of this Agreement and grounds for immediate account termination.

3. The Booking Process

3.1 Submitting a Request

To book a Space, submit a booking request through the Platform specifying your desired Space, start date, and intended business use. Submission of a request does not constitute a confirmed Booking and does not obligate either party.

3.2 Host Decision

The Host has 48 hours to accept or decline your request. You will be notified of the Host's decision through the Platform and by email.

3.3 Auto-Approval

If the Host does not respond within 48 hours, your Booking is automatically approved by Trulo's Platform. An auto-approved Booking carries the same legal effect as a manually approved Booking.

3.4 Booking Confirmation and Agreement Execution

Upon Booking approval (manual or automatic), you and the Host will be directed to execute a Commercial License Agreement electronically through the Platform. This Agreement must be signed by both parties before you receive access to the Space.

4. Mandatory Insurance Requirement

4.1 Insurance is Required

As a condition of completing any Booking, Tenants are REQUIRED to obtain and maintain commercial insurance coverage through Trulo's embedded insurance partner or an equivalent insurer approved by Trulo. You will not receive access to any Space without providing a valid Certificate of Insurance (COI) through the Platform.

4.2 Minimum Required Coverage

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Business Personal Property: Coverage for your equipment, inventory, and fixtures in the Space
- Any additional coverage required by the Host or applicable law

4.3 Additional Insured

Your insurance policy must name Trulo Corporation and the Host as additional insureds. Trulo may verify this on your COI before granting access.

4.4 Insurance is Your Responsibility

Trulo is not an insurer and does not guarantee any coverage under any policy. You are solely responsible for understanding your coverage, maintaining premiums, and filing claims directly with your insurer. Lapses in required insurance coverage are grounds for suspension of Platform access.

5. License Term and Termination Rights

5.1 The 30-Day Protected Period

The first thirty (30) calendar days of your Commercial License Agreement constitute the Protected Period. During the Protected Period:

- You may NOT terminate the License Agreement for convenience.
- The Host may NOT terminate the License Agreement for convenience.
- Termination during this period is permitted ONLY for: (a) material breach by the Host that remains uncured after 5 business days' written notice; (b) the Space being rendered uninhabitable or inaccessible by the Host's action or inaction; or (c) a force majeure event.

If you attempt to terminate for convenience during the Protected Period, you forfeit your first month's payment and remain obligated for the remainder of the Protected Period.

5.2 Termination After the Protected Period

After the Protected Period, you may terminate your Commercial License Agreement by providing thirty (30) days' written notice through the Trulo Platform.

IMPORTANT: Your termination notice is only effective as of your next monthly License Fee payment date. A notice that purports to terminate on a date other than your monthly payment date is not effective until the payment date following the expiration of the 30-day notice window. Example: If your payment date is the 1st of each month and you submit notice on April 15, the earliest your License can terminate is June 1.

5.3 Obligations During Notice Period

During the 30-day notice period, you remain fully obligated to pay the License Fee and Tenant Service Fee, comply with all License terms, maintain insurance coverage, and vacate the Space by the effective termination date.

5.4 Holdover

If you remain in the Space after the effective termination date without a new Commercial License Agreement, you will be in holdover and Trulo and the Host reserve all rights to seek immediate removal and hold you liable for all costs incurred in connection with your holdover, including legal fees.

6. Tenant Obligations During a Commercial License

6.1 Permitted Use

You may use the Space only for the lawful commercial purpose specified in your Booking and confirmed in the Commercial License Agreement. Any material change in your business activities or use of the Space requires prior written notification to both the Host and Trulo. Unauthorized changes in use are grounds for immediate termination.

6.2 Compliance with Laws

You are solely responsible for obtaining all licenses, permits, and approvals required for your specific business activities in the Space, including but not limited to business licenses, professional licenses, health department permits, fire safety inspections, and zoning compliance. Trulo does not verify or guarantee that any Space is legally permitted for your particular business use.

6.3 Property Care

You must maintain the Space in good condition and return it to the Host in the same condition as received, subject to normal wear and tear. You are responsible for all damage to the Space or building caused by you, your employees, contractors, customers, or invitees.

6.4 Prohibited Activities in the Space

- No structural alterations, permanent improvements, or modifications without the Host's prior written consent
- No sublicensing or subleasing the Space or any portion of it to any third party
- No illegal activities of any kind
- No excessive noise, odors, waste, or conduct constituting a nuisance
- No exceeding the maximum occupancy stated in the Listing
- No storage of hazardous materials except as expressly permitted in writing

6.5 Move-Out

On or before the effective termination date of the License, you must: (a) remove all of your personal property, equipment, and inventory; (b) leave the Space clean and in its move-in condition; (c) return all keys, access cards, or credentials; and (d) provide Trulo with photographic documentation of the Space's condition at move-out through the Platform.

7. Cancellation and Refund Policy

Cancellation and refund terms are governed by Trulo's Cancellation and Refund Policy, incorporated herein by reference and available at jointrulo.com/cancellation. Key terms:

7.1 Before Move-In (Before Protected Period Begins)

If you cancel a confirmed Booking before the start date and before taking occupancy:

- More than 7 days before start date: Full refund of License Fee; Tenant Service Fee is non-refundable
- 3–7 days before start date: 50% refund of License Fee; Tenant Service Fee is non-refundable
- Less than 3 days before start date: No refund; all amounts paid are forfeited

7.2 During the Protected Period

Cancellation during the 30-day Protected Period is not permitted for convenience. See Section 5.1 for limited exceptions. Amounts paid for the Protected Period are non-refundable except in cases of Host material breach or force majeure.

7.3 After the Protected Period

Termination after the Protected Period is governed by the 30-day rolling notice requirement in Section 5.2. You remain obligated for the License Fee through the effective termination date. No refunds are issued for amounts already charged in advance for periods not yet started after a termination notice is submitted — the next automatic charge will not be collected if it falls after the effective termination date.

8. Reviews and Ratings

After each Booking concludes, you may leave an honest review of the Host and Space. Reviews must be truthful, based on your actual experience, and must comply with Trulo's Review Guidelines. You may not post fake reviews, offer or accept compensation for reviews, or post reviews for Bookings in which you did not actually participate.

9. Tenant's Assumption of Risk

THIS SECTION IS CRITICAL. READ BEFORE BOOKING ANY SPACE.

9.1 Acknowledgment of Inherent Risks

BY BOOKING A SPACE THROUGH TRULO, TENANT EXPRESSLY ACKNOWLEDGES AND ACCEPTS THAT USING COMMERCIAL REAL ESTATE FOR BUSINESS PURPOSES INVOLVES SIGNIFICANT INHERENT RISKS, INCLUDING BUT NOT LIMITED TO:

9.2 Property and Physical Risks

- Structural defects, latent conditions, or physical hazards not apparent from the Listing or photos
- Inadequate heating, cooling, electrical, plumbing, or other building systems
- Slip, trip, and fall hazards and other personal injury risks
- Security risks including theft, vandalism, and unauthorized access
- Environmental hazards including mold, asbestos, lead, or chemical contamination

9.3 Business and Legal Risks

- The Space may not be zoned or permitted for Tenant's specific business activities
- Required permits or licenses for Tenant's business may not be obtainable
- Business performance, foot traffic, revenue, and viability are not guaranteed
- Third-party interference, neighboring businesses, or neighborhood conditions may affect Tenant's business
- Regulatory changes, inspections, or enforcement actions may affect Tenant's ability to operate

9.4 Tenant's Responsibility to Investigate — Condition Precedent to Booking

ZONING AND USE COMPLIANCE IS A CONDITION PRECEDENT. By completing any Booking, Tenant represents and warrants to Trulo and to the Host that Tenant has independently verified the matters set forth in this Section 9.4. Trulo does not verify zoning compatibility. Failure to conduct this investigation does not relieve Tenant of any obligation under the Commercial License Agreement.

Before completing any Booking and signing a Commercial License Agreement, Tenant must independently investigate and satisfy itself regarding the following, each of which is a CONDITION PRECEDENT to Tenant's right to book and occupy the Space:

- Physical Inspection: Tenant has physically inspected (or has made an informed decision to waive inspection of) the Space prior to booking. Trulo strongly recommends in-person inspection of every Space before booking.
- Zoning Compliance — Tenant Certification Required: Tenant has independently verified, or caused Tenant's attorney, real estate advisor, or permit expediter to verify, that the Space's applicable zoning classification under the Boston Zoning Code (or the zoning code of the applicable jurisdiction) is compatible with Tenant's intended Permitted Use. By completing a Booking, Tenant affirmatively certifies: 'I have verified, or have caused a qualified advisor to verify, that this Space's zoning classification permits my intended business use.' THIS CLICK-WRAP CERTIFICATION IS REQUIRED BEFORE BOOKING IS CONFIRMED AND CONSTITUTES A MATERIAL REPRESENTATION.
- Permits and Licenses: Tenant has confirmed, or reasonably believes, that all required business licenses, health department permits, fire safety inspections, liquor licenses, food service permits, and other regulatory approvals for Tenant's specific business operations are obtainable for the Space. Trulo makes no representation about permit availability.
- ADA and Accessibility: Tenant has reviewed Host's Accessibility Disclosure (available in the Listing) and confirmed that the Space's accessibility features are compatible with Tenant's business requirements and any applicable ADA Title III public accommodation obligations Tenant may owe to its own customers.
- Area Research: Tenant has researched the surrounding area, neighborhood conditions, foot traffic, parking, public transit access, and any other location factors material to Tenant's business.
- Legal and Tax Advice: Tenant has had the opportunity to consult with Tenant's own legal, tax, insurance, and business advisors regarding this Booking, or has knowingly elected to waive that opportunity.

Trulo provides no representation, warranty, or guidance regarding the zoning compatibility, permit availability, or ADA compliance of any Space. The Platform may display general use-type categories (Retail, Office, Warehouse, Event/Flex) for search purposes only — these categories do NOT constitute a zoning determination, permit guarantee, or representation by Trulo that any Space is lawfully permitted for Tenant's specific business activities.

9.5 No Guarantees from Trulo

TRULO MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING: the condition, safety, or suitability of any Space; the accuracy of Listing descriptions; the Host's legal authority to license the Space; the availability of required permits; or the commercial viability of any Space for Tenant's intended business. TENANT PROCEEDS ENTIRELY AT TENANT'S OWN RISK.

10. Tenant Indemnification

To the fullest extent permitted by applicable law, Tenant agrees to defend, indemnify, and hold harmless Trulo Corporation, its officers, directors, employees, agents, licensors, and successors (collectively, 'Trulo Indemnitees') from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- Tenant's use of any Space booked through the Platform, including any damage to the Space, injuries to persons, or interference with third-party property occurring during or after Tenant's occupancy;
- Any breach by Tenant of this Agreement, the Commercial License Agreement, the Master Terms of Service, or any Trulo policy incorporated by reference;
- Tenant's violation of any applicable federal, state, or local law, regulation, ordinance, or code in connection with Tenant's business activities conducted in or from any Space;
- Any claim by Tenant's employees, contractors, invitees, guests, or any third party arising from Tenant's use of the Space, including without limitation claims for personal injury, property damage, workers' compensation, or employment-related harm;
- Any environmental contamination, hazardous materials, or regulatory violation caused or contributed to by Tenant's activities in the Space;
- Any intellectual property infringement, defamation, or privacy violation caused by Tenant's business activities conducted in or from the Space;
- Any misrepresentation made by Tenant in the Booking Request, Tenant Account, or any communication to Trulo or the Host.

INDEMNIFICATION IS AN ACTIVE OBLIGATION: This indemnification is not limited to claims where Tenant is found at fault. It covers claims that are groundless, false, or fraudulent, and requires Tenant to actively defend Trulo Indemnitees at Tenant's expense unless Trulo elects to assume its own defense. Trulo reserves the right to assume exclusive control of any defense for which Tenant has an indemnification obligation, in which case Tenant will cooperate fully and at Tenant's expense.

10.1 Indemnification Process

Trulo will provide Tenant with prompt written notice of any claim for which indemnification is sought. Tenant shall have the right to assume control of the defense of such claim, subject to Trulo's right to participate at its own expense with counsel of its choosing. Tenant may not settle any claim that imposes any obligation, restriction, or liability on Trulo without Trulo's prior written consent. Failure by Trulo to give timely notice does not relieve Tenant of indemnification obligations except to the extent Tenant is materially prejudiced by the delay.

10.2 Limitation — Trulo's Own Negligence

Tenant's indemnification obligations do not extend to claims arising solely from Trulo's own gross negligence or willful misconduct as determined by a court of competent jurisdiction. Claims arising from the combined negligence or conduct of Tenant and Trulo will be apportioned accordingly.

11. Entire Agreement and Governing Law

This Tenant Agreement, together with the Master Terms of Service, the Commercial License Agreement for each Booking, and all incorporated policies, constitutes the entire agreement between Trulo and Tenant. Dispute resolution is governed by Section 17 of the Master Terms of Service (mandatory arbitration). Governing law: Delaware (platform matters) and Massachusetts (license/property matters).

TENANT ACKNOWLEDGMENT: By creating a Tenant account or completing my first booking on Trulo, I confirm that I have read, understood, and agree to this Tenant User Agreement, including the mandatory arbitration clause and the Assumption of Risk in Section 9.

Tenant Signature: _____

Printed Name: _____

Business Name: _____

Date: _____

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Amendment No. 1 — Superior Landlord Disclosure (March 16, 2026)

TRULO CORPORATION

TENANT USER AGREEMENT — AMENDMENT NO. 1

SUPERIOR LANDLORD DISCLOSURE

Effective Date: March 16, 2026

Parties:

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

and

TENANT, as identified in the Tenant's registered account on the Trulo Platform ("Tenant")

RECITALS

WHEREAS, Trulo Corporation operates the Trulo Platform (jointrulo.com), a mid-term commercial real estate marketplace that connects Hosts who list commercial Spaces with Tenants who seek to occupy those Spaces 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 Tenant User Agreement (the "Tenant User Agreement"), both of which govern Tenant's access to and use of the Platform;

WHEREAS, a material category of risk exists in connection with Spaces listed on the Platform by Hosts who are themselves commercial tenants holding a leasehold or similar possessory interest in the Space, rather than fee owners of the underlying real property, which risk arises from the possibility that the Host's own lease restricts the Host's authority to sublicense the Space to third-party Tenants;

WHEREAS, Trulo believes Tenants are best served by receiving full and frank disclosure of this risk before completing a Booking, so that Tenants may take any additional steps they consider appropriate — including requesting written confirmation of sublicensing authority from the Host — before committing to a Commercial License Agreement; and

WHEREAS, the parties agree that this Amendment No. 1 to the Tenant User Agreement, setting forth the Superior Landlord Disclosure required by Trulo's legal review process, should be incorporated into and made part of the Tenant User 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: Important Notice Regarding Host Sublicensing Authority

The Tenant User Agreement is hereby amended by adding the following new Section as "Section [Superior Landlord Disclosure]: Important Notice Regarding Host Sublicensing Authority," which shall be read in its entirety as follows:

SECTION [SUPERIOR LANDLORD DISCLOSURE]: IMPORTANT NOTICE REGARDING HOST SUBLICENSING AUTHORITY

1.1 Nature of the Risk — Hosts Who Are Commercial Tenants

Trulo informs Tenant of the following material risk before Tenant completes any Booking on the Platform:

Some Hosts on the Platform are commercial tenants — not the fee owners of the real property underlying the Space. These Hosts hold a leasehold or other possessory interest in the Space pursuant to a lease agreement with a third-party property owner or building landlord (referred to in this Section as the "Superior Landlord"). The terms of a Host's underlying lease may restrict, prohibit, or require the prior consent of the Superior Landlord before the Host may sublicense the Space or permit third-party occupancy of the type contemplated by a Commercial License Agreement on the Platform.

Trulo requires all Hosts to make a mandatory attestation regarding their sublicensing authority at the time each Listing is created. That attestation requires every Host to confirm one of the following before a Space is published on the Platform: (a) Host is the fee owner of the Space; (b) Host has obtained prior written consent from the Superior Landlord authorizing the sublicensing arrangement; or (c) Host's lease expressly permits sublicensing of the type contemplated without prior Superior Landlord consent.

1.2 Trulo's Verification Limitations

Trulo does not independently verify the terms of any Host's underlying lease agreement with a Superior Landlord. Trulo does not contact Superior Landlords to confirm consent. Trulo does not review Host lease documents to determine whether a given lease authorizes the sublicensing arrangement described in the Listing, except to the extent a Host uploads documentation in connection with the "Listing Authority" attestation.

Accordingly, Trulo makes no warranty, representation, or guarantee that:

- (a) Any Host's sublicensing authority is valid, legally effective, or enforceable against the Host's Superior Landlord;
- (b) Any Superior Landlord has affirmatively consented to the specific Listing or the specific Commercial License Agreement Tenant is considering; or
- (c) The Space is free from any restriction, encumbrance, or lease term that would prevent the Host from fulfilling the Commercial License Agreement.

Tenant acknowledges these limitations before completing any Booking.

1.3 Consequences of Superior Landlord Action

In the event that, after a Booking is completed, a Superior Landlord revokes consent previously granted to a Host, takes legal action to enforce a lease prohibition against sublicensing, or otherwise takes action that prevents the Host from fulfilling the Commercial License Agreement with Tenant, the following shall apply:

- (a) **Involuntary Host Cancellation Treatment.** Trulo will treat such an event as an involuntary Host cancellation. Tenant will receive a full refund of all prepaid License Fees for the unused period of the Commercial License Agreement, processed in accordance with the Trulo Cancellation and Refund Policy (Document 6 of the Trulo document suite).
- (b) **Limitation of Trulo's Liability.** Tenant has no claim against Trulo Corporation for losses, damages, costs, or expenses arising from a Superior Landlord's action or inaction that was not known to Trulo at the time of Booking. Trulo's liability to Tenant arising from a Superior Landlord dispute is limited exclusively to the cancellation and refund remedy described in Section 1.3(a). This limitation does not affect Tenant's independent right to pursue claims against the Host.
- (c) **Claims Against Hosts.** Nothing in this Section limits Tenant's right to pursue any claim Tenant may have directly against the Host arising from the Host's failure to possess valid sublicensing authority, breach of the Commercial License Agreement, or any misrepresentation in the Listing. Trulo is not a party to the Commercial License Agreement and does not bear responsibility for the Host's failure to obtain required Superior Landlord consent.

1.4 Recommendation for High-Value and Long-Duration Bookings

Trulo recommends that Tenant take additional steps before completing a Booking in either of the following circumstances:

- (a) **High-Value Spaces.** Where the monthly License Fee for the Space exceeds three thousand dollars (\$3,000.00), Tenant should request written confirmation directly from the Host that the Host has obtained Superior Landlord consent, or that the Host's lease permits the sublicensing arrangement without such consent, before Tenant submits payment and completes the Booking.
- (b) **Long-Duration Bookings.** Where the expected duration of occupancy under the Commercial License Agreement exceeds six (6) months, Tenant should request written confirmation from the Host of the Host's sublicensing authority, including, where applicable, a copy of the Superior Landlord's written consent, before Tenant submits payment and completes the Booking.

Trulo cannot compel Hosts to provide such confirmation outside of the Platform's required attestation process. If a Host declines to provide confirmation upon request, Tenant should exercise independent judgment before proceeding with the Booking.

1.5 Tenant's Sole Remedy Against Trulo

In the event of any dispute, loss, or harm arising from a Superior Landlord's action, revocation, or restriction in connection with a Space booked on the Platform, Tenant's sole and exclusive remedy against Trulo Corporation is cancellation of the Commercial License Agreement and a refund of prepaid License Fees for the unused period, as described in Section 1.3(a) and in the Cancellation and Refund Policy. Trulo shall not be liable to Tenant for consequential damages, lost profits, relocation costs, business interruption losses, or any other indirect or special damages arising from a Superior Landlord dispute.

Section 2. 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 3. Integration and Incorporation

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

This Amendment, together with the Tenant User 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 Superior Landlord disclosure obligations.

SIGNATURE BLOCK

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

TENANT

Signature: _____

Printed Name: _____

Title (if signing on behalf of an entity): _____

Entity Name (if applicable): _____

Date: _____

TRULO CORPORATION

Signature: _____

Printed Name: Kourosh 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 Bookings initiated on or after the Effective Date. Existing active Commercial License Agreements are not affected by this Amendment, but Tenants with active Bookings are encouraged to review this disclosure and contact Trulo at legal@jointrulo.com with any questions.

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Amendment — Security Deposit Law Compliance Notice (March 16, 2026)

TRULO CORPORATION

SECURITY DEPOSIT LAW COMPLIANCE AMENDMENTS

Commercial License Agreement — New Section 3.7

Tenant User Agreement — Payment Section Amendment

Effective Date: March 16, 2026

Last Updated: March 16, 2026

Applicable Law: M.G.L. c. 186 §15B (Massachusetts Security Deposit Law)

PART A: COMMERCIAL LICENSE AGREEMENT — NEW SECTION 3.7

Section 3.7 — No Security Deposit

3.7.1 No Security Deposit.

No portion of the License Fee, first month's License Fee payment, Tenant Service Fee, or any other amount paid by Tenant through the Trulo Platform constitutes a "security deposit," "damage deposit," "last month's rent," or any equivalent arrangement as defined under M.G.L. c. 186 §15B or any analogous federal, state, or local statute or common law doctrine.

3.7.2 Characterization of First Month's Payment.

The first month's License Fee collected by Trulo at Booking confirmation is a prepaid license fee. Trulo holds this amount as a facilitation escrow on behalf of Host until the first full calendar day of Tenant's occupancy of the Space, at which point Trulo releases the License Fee (net of the applicable Host Fee) to the Host. This prepaid amount is a payment in advance for the first month's License and is not a deposit held as security for Tenant's performance of any obligation under this Agreement.

3.7.3 Tenant Waiver.

Tenant expressly and knowingly waives any characterization of any amount paid through the Trulo Platform as a "security deposit" as that term is defined under M.G.L. c. 186 §15B or under any analogous statute or common law doctrine, to the fullest extent permitted by applicable law. Tenant acknowledges that this waiver is an express condition of entering into this Agreement and is material to the parties' agreement to structure their relationship as a commercial license rather than a tenancy.

3.7.4 Fallback Compliance.

In the event that any court of competent jurisdiction determines, notwithstanding the foregoing, that any amount paid by Tenant through the Trulo Platform constitutes a "security deposit" under M.G.L. c. 186 §15B or any analogous statute, Trulo and Host jointly agree to take all actions required by applicable law to come into compliance with such statute — including, where required, placing such amount in a separate interest-bearing escrow account, providing Tenant with a written receipt, and paying any applicable interest — within thirty (30) calendar days of such judicial determination. Nothing in this Section 3.7.4 modifies the limitation of Trulo's liability under Section 13 of the Master Terms of Service.

3.7.5 Prohibition on Separate Deposits.

Neither Host nor Trulo may collect, accept, or require any amount from Tenant outside the Trulo Platform that is characterized as, or functions as, a security deposit, damage deposit, cleaning deposit, holdback, or any similar pre-payment held as security for Tenant's performance. All Host protection against Tenant damage or non-performance is provided exclusively through:

- (a) Tenant's mandatory commercial insurance program (Section 6 of this Agreement and the Trulo Insurance Requirements Policy); and
- (b) Trulo's Damage Claims Policy.

Any Host who solicits or accepts a separate security deposit from a Tenant outside the Platform commits a material breach of the Host Listing Agreement and may be subject to immediate Platform suspension.

3.7.6 Tenant Reporting.

If Host solicits or requests any payment from Tenant outside the Trulo Platform that appears to be a security deposit, damage deposit, or similar arrangement prohibited under Section 3.7.5, Tenant should report this immediately to Trulo at support@jointrulo.com. Trulo will investigate and, if the solicitation is confirmed, may take immediate action against the Host's account including suspension or permanent termination.

PART B: TENANT USER AGREEMENT — PAYMENT SECTION AMENDMENT

New Section: No Security Deposit — Important Notice to Tenants

[SD-1] No Security Deposits on the Trulo Platform.

Trulo does not collect, hold, or require security deposits, damage deposits, or any equivalent arrangements from Tenants. The only amounts payable by Tenants through the Platform are: (a) the monthly License Fee; (b) the Tenant Service Fee (10% of the monthly License Fee); and (c) any applicable late fees described in the Commercial License Agreement. No other financial obligation may be imposed on Tenant through the Platform.

[SD-2] First Month's Payment is a Prepaid License Fee — Not a Deposit.

At the time of Booking confirmation, Trulo collects the first month's License Fee plus the Tenant Service Fee. This payment is a prepaid license fee for the first month of Tenant's occupancy. It is not a security deposit, damage deposit, or any amount held as security for Tenant's performance. Trulo holds the License Fee portion in a facilitation escrow until Tenant's first day of occupancy and then releases it to Host (net of Trulo's 2% Host Fee).

[SD-3] Waiver of Security Deposit Characterization.

Tenant expressly waives any characterization of any amount paid through the Trulo Platform as a "security deposit" under M.G.L. c. 186 §15B or any analogous law. Tenant understands that this Platform is structured as a commercial license marketplace and not as a residential or commercial tenancy arrangement, and that amounts paid hereunder are license fees — not rent or deposits.

[SD-4] Off-Platform Deposit Requests Are Prohibited.

Hosts on the Trulo Platform are contractually prohibited from soliciting, requesting, or accepting any security deposit, damage deposit, or similar payment from Tenant outside the Trulo Platform. If any Host approaches Tenant with a request for any off-Platform payment described as a deposit, holdback, insurance payment, or security arrangement:

- Do **not** make the payment.
- Report the request immediately to Trulo at support@jointrulo.com or through the Platform's "Report a Problem" feature.
- Trulo will investigate and take appropriate action against the Host's account.

Trulo is not responsible for any off-Platform payments Tenant voluntarily makes to a Host outside the Platform. Such payments are not recoverable through Trulo's Cancellation and Refund Policy or Damage Claims Policy.

[SD-5] Damage Protection Through Insurance.

Trulo's policy against damage deposits does not mean Tenants have no financial responsibility for Space damage. Tenants are liable for all damage to the Space beyond normal wear and tear caused by Tenant, Tenant's employees, contractors, customers, or invitees (Commercial License Agreement Section 5.5). All damage claims by Hosts are processed exclusively through Trulo's Damage Claims Policy and Tenant's mandatory insurance program. Tenants are required to maintain commercial insurance coverage as specified in the Insurance Requirements Policy.

Governing Law

Both amendments are governed by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Disputes arising from these amendments are subject to the arbitration provisions in Section 17 of the Trulo Master Terms of Service.

Cross-References

- M.G.L. c. 186 §15B (Massachusetts Security Deposit Law)
- Trulo Insurance Requirements Policy (Doc 9)
- Trulo Damage Claims Policy (Doc 11)
- Trulo Cancellation and Refund Policy (Doc 6)
- Commercial License Agreement Section 5.5 (Damage Responsibility)
- Commercial License Agreement Section 6 (Insurance)
- Trulo Master Terms of Service Section 13 (Limitation of Liability)

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Amendment — Regulatory Compliance & AML Representations (March 16, 2026)

TRULO CORPORATION

CORPORATE TRANSPARENCY ACT / BENEFICIAL OWNERSHIP COMPLIANCE AMENDMENTS

Master Terms of Service — Section 7 Amendment

Tenant User Agreement — Regulatory Compliance Representations

Effective Date: March 16, 2026

Applicable Law: Corporate Transparency Act, 31 U.S.C. §5336; FinCEN Beneficial Ownership Information Final Rule (31 C.F.R. Part 1010)

Background

The Corporate Transparency Act (CTA), effective January 1, 2024, requires most U.S. business entities and foreign entities registered to do business in the United States to file Beneficial Ownership Information (BOI) reports with the Financial Crimes Enforcement Network (FinCEN). The CTA is part of the Bank Secrecy Act framework intended to combat money laundering, tax fraud, and other illicit financial activity facilitated through anonymous business entities.

Trulo, as a commercial real estate marketplace, facilitates transactions between business entities. As part of Trulo's Anti-Money Laundering (AML) awareness obligations and platform integrity standards, Trulo requires all business-entity Users to make representations regarding their CTA compliance status.

PART A: MASTER TERMS OF SERVICE — SECTION 7 AMENDMENT

Addition to Section 7.1 (General Standards) — Regulatory Compliance Representations

All Users who are business entities (including LLCs, corporations, partnerships, and other legal entities) represent and warrant at the time of account creation and on a continuing basis throughout their use of the Platform:

[CTA-1] Beneficial Ownership Information (BOI) Filing.

User represents that User has either: (a) filed the required Beneficial Ownership Information report with FinCEN under the Corporate Transparency Act (31 U.S.C. §5336) and the FinCEN BOI Final Rule; OR (b) qualifies for an applicable exemption from the CTA's reporting requirements under 31 U.S.C. §5336(a)(11) (including, without limitation, the large operating company exemption, regulated entity exemption, or other applicable exemptions). User agrees to promptly update its BOI filing with FinCEN as required by applicable law and to notify Trulo if User's CTA exemption status changes.

[CTA-2] Lawful Source of Funds.

User represents and warrants that all funds used to make payments through the Trulo Platform — including License Fees, Tenant Service Fees, and any other amounts — are derived from lawful sources and are not proceeds of, or used in furtherance of, any: (a) money laundering or structuring activity prohibited under 18 U.S.C. §§ 1956, 1957; (b) terrorist financing activity; (c) violation of any U.S. economic or trade sanctions administered by the Office of Foreign Assets Control (OFAC), including those under the International Emergency Economic Powers Act (IEEPA) or the Trading with the Enemy Act (TWEA); or (d) any other criminal or fraudulent activity.

[CTA-3] OFAC Compliance — Ongoing Obligation.

No User, and no person or entity that owns or controls any User, is: (a) named on OFAC's Specially Designated Nationals and Blocked Persons List (SDN List); (b) named on the EU Consolidated Sanctions List; (c) subject to any other applicable government sanctions list; or (d) located in, organized in, or a national of any country or territory subject to comprehensive OFAC sanctions (currently including Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine). User agrees to notify Trulo immediately if User's OFAC status changes. Trulo reserves the right to terminate any account if Trulo determines, at any time, that a User is a sanctioned party.

[CTA-4] No Beneficial Owner Concealment.

User represents that User has not been formed, and is not being operated, primarily for the purpose of concealing the identity of any beneficial owner, avoiding regulatory reporting obligations, or facilitating unlawful activity.

[CTA-5] Trulo's Right to Request Documentation.

Trulo reserves the right to request documentation evidencing a User's CTA compliance status or CTA exemption basis, including FinCEN BOI report confirmation, entity formation documents, and beneficial ownership certifications, at any time. User agrees to provide such documentation within ten (10) business days of Trulo's written request. Failure to provide requested documentation may result in suspension of Platform access pending resolution.

PART B: TENANT USER AGREEMENT — REGULATORY COMPLIANCE SECTION

New Section: Regulatory Compliance and Anti-Money Laundering Representations

[COMP-1] Scope.

This Section applies to all Tenant Users who are business entities. Individual Tenant Users who are natural persons and who are acting solely in their personal capacity are not subject to the CTA BOI filing requirement but remain subject to Sections [COMP-2] through [COMP-4] below.

[COMP-2] CTA / BOI Representation.

Each Tenant that is a business entity represents and warrants that, as of the date of each Booking, Tenant has either: (a) timely filed its required Beneficial Ownership Information report with FinCEN as required by the Corporate Transparency Act; or (b) qualifies for an applicable CTA reporting exemption. Tenant agrees to maintain CTA compliance throughout the duration of any active Commercial License Agreement.

[COMP-3] Lawful Business Operations.

Tenant represents and warrants that: (a) Tenant's business is lawfully organized and authorized to conduct the Permitted Use specified in any Commercial License Agreement; (b) all License Fees and other amounts paid through the Platform are from lawful business revenue or other lawful sources; (c) Tenant's use of any Space will not involve, facilitate, or further any unlawful activity; and (d) Tenant has obtained, and will maintain in good standing, all federal, state, and local licenses, permits, and regulatory approvals required for Tenant's business activities in any Space.

[COMP-4] Ongoing Compliance.

Tenant's representations in this Section are made on a continuing basis throughout Tenant's use of the Platform. Tenant agrees to notify Trulo within five (5) business days if any representation in this Section becomes untrue or inaccurate.

[COMP-5] Consequences of Breach.

Breach of any representation in this Section constitutes a material breach of the Tenant User Agreement and the applicable Commercial License Agreement. Trulo may, upon confirmation of such breach: (a) immediately suspend Tenant's Platform access; (b) terminate any active Commercial License Agreements in accordance with applicable default provisions; (c) withhold any pending payments pending resolution; and (d) report the breach to applicable regulatory authorities as required or permitted by law.

Governing Law

This Amendment is governed by the laws of the Commonwealth of Massachusetts, consistent with the Master Terms of Service. Federal law (including the CTA, BSA, and OFAC regulations) applies independently of this governing law provision.

Prepared by the Office of General Counsel, Trulo Corporation.

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