NFT Sale Terms and Conditions ("T&Cs")

Revision 19 February 2023

issued by

Anim Ventures Limited, Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, MH9696, Marshall Islands (the "Company");

1. Definitions.

"Art" means any artwork (whether or not animated), video, graphics, videogame items, avatars, photographs, virtual land plots or other virtual estate or property, collectible, card, music, images, designs, logos, taglines, and drawings that are associated with the NFT in which the Purchaser acquires Licensed Rights from the Company in connection to the Kult Dolce.

"Blockchain" means the network system, or systems, if multiple, upon which the NFT sold by the Company is issued on.

"NFT" means any non-fungible token with a compatible standard on the Blockchain as offered, created or sold by the Company.

"Licensed Rights" means the right to exercise certain intellectual property rights in the Art linked to the Purchased NFT as set forth in Section 3.

"Purchased NFT" means the NFT and linked Art in which the Purchaser has the Licensed Rights if the Purchaser is the current rightful owner. The ownership record of a Purchased NFT as recorded on the Blockchain shall be conclusive evidence for the purposes of these T&Cs of the current owner of a Purchased NFT.

"Purchaser" means any prospective or actual buyer and/or holder of any Purchased NFT, which is subject to these T&Cs by the mere holding, however temporary of any Purchased NFT.

2. Ownership.

The Purchaser acknowledges and agrees that the Company (or, as applicable, its licensors) owns all legal right, title and interest in all intellectual property rights in the Art. The rights that the Purchaser has in and to the Purchased NFT are limited to those expressly stated in Section 3 of these T&Cs. The Company and its licensors reserve all rights and ownership in and to the intellectual property rights in the Purchased NFT not expressly granted to Purchaser in Section 3 of these T&Cs.

3. Licensed Rights.

- (a) <u>Purchaser's Rights in a Purchased NFT.</u> The purchase of a Purchased NFT from the Company entitles the Purchaser to ownership of the NFT and a single copy of the Art linked to the NFT which together are the Purchased NFT. Such rights, however, do not include intellectual property rights in the Art and the Purchaser only has the limited rights in the Art as set forth in these T&Cs.
- (b) Purchaser's Rights in the Art. The Purchaser acknowledges and agrees that the Purchased NFTs are made available solely for the Purchaser's own personal use as defined below. Without limiting the foregoing and as a condition to the license grant the Purchaser agrees to remain in compliance with the terms and conditions of these T&Cs, the Company grants the Purchaser a limited, non-exclusive, non-transferable (except in connection with a Secondary Sale as defined below), non-sublicensable (except as provided below), revocable license to publicly display the Art for the Purchased NFT solely for the Purchaser personal, non-commercial use ("Limited Use Rights"). The Purchaser may sublicense its Limited Use Rights to (a) websites that enable Secondary Sales to exercise the Purchaser rights in Section 3(c); or (b) to virtual galleries and museums provided that any such sublicense to a virtual gallery or virtual museum is for non-commercial purposes and does not involve any receipt of consideration by the Purchaser.

(c) Permissible Transfers of Purchased NFT. The Purchaser and any future owner of the Purchased NFT have the limited right to transfer the Purchased NFT ("Secondary Sale"), provided that (i) the transferee accepts all of the terms of these T&Cs; (ii) the Company will be paid 7.5 percent (7.5%) of the gross amounts paid by such party to the Secondary Sale relating to the Purchased NFT, including but not limited to any transfer price and any other related compensation and such payment shall be paid on the same terms and at the same time as the Purchaser is paid; (iii) prior to the transfer, the Purchaser has not breached the terms of these T&Cs. Upon completion of the transfer of the NFT on the Blockchain, the Purchaser will no longer have any rights to the Purchased NFT and the new owner shall be become the "Purchaser" in these T&Cs. The Purchaser acknowledges and agrees that the foregoing amounts payable to the Company under Section 3(c)(ii) hereof do not include, and are not intended to cover, any additional fees imposed or required by the platform through which the Purchaser is transferring the Purchased NFT. The Purchaser further represents and warrants that it will not transfer the Purchased NFT in any Secondary Sale to a transferee that is (i) located in a Country that is affected by a Country-wide U.N. sanction ("Prohibited Transferees") or that (ii) has regulations and/laws in place that prohibit holding, and/or ownership of the Purchased NFT.

(d) Special Offer. The Company may offer certain additional events or rights (including set or bundle packages of Purchased NFTs at discounted price) to the initial purchaser of the Purchased NFT which shall be communicated to the Purchaser (if the Purchaser is the initial purchaser) by email, telegram or another form of digital communication. The Purchaser grants any permission and consent necessary for its personal information to be used and shared as needed for this purposes.

(e) Limitations. Except and solely to the extent such a restriction is impermissible under applicable law, the Purchaser may not:

- <u>i.</u> Profit from, otherwise commercialize, use or license the Art, including in connection with the marketing, advertising, or selling of any third party product or service, except in connection with profits as part of a Secondary Sale;
- ii. Modify the Art in any way or combine the Art with, or embed the Art into, any digital or other content or media;
- <u>iii.</u> Use the Purchased NFT in any manner which infringes upon the intellectual property rights of any third party (whether a person or an entity);
- <u>iv.</u> Use the Purchased NFT in connection with or to promote any illegal activity, hate speech, violence, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of the Company;
- v. Encourage or permit any third party to do any of the foregoing.

4. Fees.

The Purchaser agrees to pay the sales price published on the Company website including any applicable sales tax for the Purchased NFTs and all amounts in connection with Secondary Sales as set forth in Section 3(c) above. By buying an NFT, the Purchaser agrees to pay all applicable fees, including hosting fees, and any other transaction fees, or "Gas Fees", or similar network fees as applicable, ("Blockchain Fees") and the Purchaser authorizes the Company to automatically charge the Purchaser such Blockchain Fees or deduct such Blockchain Fees directly from the payment. Gas Fees are the transaction fee paid to the network of computers that run the decentralized Blockchain, meaning that the Purchaser will need to pay Blockchain Fees for each transaction that occurs via the Blockchain.

5. Disclaimer Relating to the Blockchain.

PURCHASED NFTS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN. ALL SMART CONTRACTS RELATING TO THE PURCHASED NFTS EXIST SOLELY ON THE BLOCKCHAIN. THE COMPANY HAS NO CONTROL OVER AND MAKES NO PROMISES OR GUARANTEES WITH RESPECT TO THE OPERATION OR CONTINUATION OF THE BLOCKCHAIN OR THE OPERATION OF SMART CONTRACTS ON THE BLOCKCHAIN, THE PURCHASER AGREES THAT THE COMPANY AND ITS

AFFILIATES ARE NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY ISSUES OR LOSSES RELATED TO THE BLOCKCHAIN OR SMART CONTRACTS OPERATING IN ANY WAY NOT EXPECTED. THE PURCHASER WILL BE SOLELY RESPONSIBLE FOR SECURING ITS PRIVATE KEY. ANY PARTY WITH ACCESS TO, OR A COPY OF, ITS PRIVATE KEY WILL BE ABLE TO TRANSACT AND TAKE ANY PURCHASED NFTS STORED IN A WALLET ASSOCIATED WITH THAT PRIVATE KEY. THE PURCHASER SHOULD KEEP ITS PRIVATE KEY SECURE AT ALL TIMES AND NEVER DISCLOSE IT TO ANYONE.

6. Warranty Disclaimer.

THE PURCHASED NFTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE PURCHASED NFTS ARE NON-FUNGIBLE DIGITAL TOKENS AND ARE NOT, NOR THEY ARE MEANT TO BE A SECURITY OR FINANCIAL INSTRUMENT OF ANY KIND, BUT RATHER DIGITAL SOFTWARE PRODUCTS SOLD BY THE COMPANY AND MEANT FOR DIRECT FRUITION AND ENJOYMENT OF THE PURCHASER.

7. Indemnity.

The Purchaser will indemnify and hold harmless the Company, its affiliates and their officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) the Purchaser use of the Purchased NFT or (ii) the Purchaser violation of these T&Cs or applicable laws.

8. Limitation of Liability.

8.1 NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PURCHASED NFTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE NFTS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE T&CS OR FROM THE USE OF OR INABILITY TO USE THE PURCHASED NFTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE PURCHASER.

<u>8.2</u> IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE T&CS OR FROM THE USE OF OR INABILITY TO USE THE PURCHASED NFTS EXCEED THE AMOUNT PAID BY THE PURCHASER FOR THE PURCHASED NFT.

8.3 SOME JURISDICTIONS LIMIT THE ABILITY TO DISCLAIM CERTAIN RIGHTS BY AGREEMENT AND NOTHING IN THESE TERMS AND CONDITIONS PURPORTS TO MODIFY OR EXCLUDE ANY SUCH STATUTORY RIGHTS WHICH CANNOT BE DISCLAIMED OR LIMITED. ANY AND ALL OTHER WARRANTIES WHICH ARE NOT STATUTORY RIGHTS OR EXPRESSLY SET OUT IN THESE T&CS ARE EXCLUDED. TO THE EXTENT THE PURCHASER HAS ANY CLAIM UNDER STATUTORY RIGHTS, ITS SOLE REMEDY WILL BE FOR US TO PROVIDE THE PURCHASER WITH A REFUND.

8.4 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND THE PURCHASER.

9. Eligibility.

In order to purchase the Purchased NFT the Purchaser must be 18 years of age or older if the age of lawfully capacity of forming binding contracts is older in the relevant jurisdiction. If (a) the Purchaser is an individual, he agrees and (b) if the Purchaser an entity, it agrees that neither the Purchaser nor any of its owners or investors or any of its directors, officers, employees, agents or affiliates acting on its behalf: is related in any way to, the

governments of, or any persons within, any country or jurisdiction under U.N. Sanctions, including but not limited to Democratic People's Republic of Korea, Democratic People's Republic of the Congo, Sudan, South Sudan, Yemen, Iran, Iraq, Somalia, Libya. The Company reserves the right to amend this list at its sole discretion.

10. Assumption of Risk.

The value of Purchased NFTs is subjective and therefore can be volatile. Purchased NFTs and similar assets are collectibles and have no inherent or intrinsic value and the Purchaser is clearly informed that there can be no expectation of profit by holding or trading them. The Company does not and cannot guarantee that any Purchased NFTs purchased will retain their original value or have in the future any value at all. The Purchaser agrees to assume all risk associated with the use and value of the Purchased NFT including total loss.

11. Governing Law and Forum Choice.

These T&Cs and any action related thereto will be governed by the law of Singapore. The Courts of Singapore are elected as the forum choice for these T&Cs.

12. Class Action Waiver.

COMPANY AND PURCHASER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

13. General Terms.

- 13.1 Entire Agreement. These T&Cs constitute the entire and exclusive understanding and agreement between the Company and any Purchaser regarding the Purchased NFTs, and these T&Cs supersede and replace any and all prior oral or written understandings or agreements between the Company and the Purchaser regarding the Purchased NFTs. If any provision of these T&Cs is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these T&Cs will remain in full force and effect. Except as provided in Section 3(c), the Purchaser may not assign or transfer the rights and obligations under these T&Cs, by operation of law or otherwise, without the Company's prior written consent. Except as provided in Section 3(c), any attempt by the Purchaser to assign or transfer any of the rights and obligations under these T&Cs., without such consent, will be null. The Company may freely assign or transfer these T&Cs without restriction. Subject to the foregoing, these T&Cs will bind and inure to the benefit of the Company, the Purchaser, their successors and permitted assigns.
- 13.2 Termination. If the Purchaser violates the terms of these T&Cs, the Company may terminate its rights under these T&Cs, including terminating the Purchaser access to the Art. The Company will use reasonable commercial efforts to provide notice of the breach (as provided in Section 13.3), provided that the Company may immediately terminate the Purchasers rights on the Purchased NFT (including access to the Art) immediately for violation of Section 3 (e)(ii), (e)(iv) and (e)(v).
- 13.3 Notices and Updates. Any notices or other communications provided by the Company under these T&Cs, including those regarding modifications to the terms of these T&Cs, will be given by posting to the Company website. These T&Cs will be immediately novated and updated to a new version by such posting to the Company website, without any recourse or oppositions granted to the Purchaser.
- 13.4 Waiver of Rights. The Company's failure to enforce any right or provision of these T&Cs will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these T&Cs, the exercise by either party of any of its remedies under these T&Cs will be without prejudice to its other remedies under these T&Cs or otherwise.