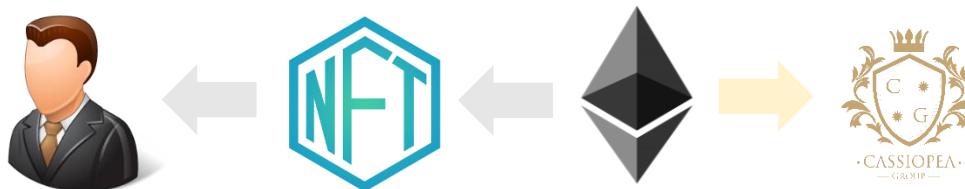


GENERAL TERMS AND CONDITIONS FOR NFT PURCHASE & SERVICES



These General Terms and Conditions shall apply to all NFT Purchase & Services proposed or provided by the Consultant, which are delivered entirely or partially to the Client.

1. DEFINITIONS

In these General Terms and Conditions, the following definitions are applicable:

- “**Client**” means the organization or company or person with whom the Contract is/will be entered into;
- “**Confidential Information**” means any information related to the Engagement disclosed by the Client to the Consultant and by the Consultant to the Client, respectively, either directly or indirectly. Confidential Information may include, by way of example but without limitation, products, specifications, formulae, equipment, formulas, models, employee interviews, records, quality monitoring schemes/programs, training materials, business strategies, customer lists, know-how, drawings, pricing information, inventions, ideas, and other information, or its potential use, that is owned by or in possession of the Client and the Consultant, respectively;
- “**Consultant**” means: The user of these Terms and Conditions and NFT Seller;
- “**Contract**” means the contract between the Client and the Consultant which defines the scope of the Engagement and the NFT Purchase & services to be rendered by the Consultant, as well as the fee bilaterally scheduled for said services. More specifically, the Contract shall consist of the Purchase Order via Block Chain, these Terms and Conditions and any other documents, link, digital files (or parts thereof) specified in the in the Block Chain Purchase Order;
- “**Force Majeure**” means any cause beyond the reasonable control of the affected party, including, but not limited to, any act of God, war, riots, acts of the public enemy, fires, strikes, labour disputes, accidents, or any act in consequence of compliance with any order of any government or governmental authority;
- “**Project**” means all activities by/to target NFT to be provided by the Consultant to the Client as specified in the Block Chain Purchase Order to transfer the asset (Token).
- “**Purchase Order**” means the transaction at blockchain (i) setting out the NFT details to be provided by the Consultant to the Client and (ii) listing any documents, links, rights;
- “**the Engagement**” means the physical NFT property transmission to the Client Wallet.

2. GENERAL

2.1 These General Terms and Conditions govern the provision of all NFT Purchase & Services from or on behalf of the Consultant to the Client and apply to all legal relationships between the Consultant and the Client.

2.2 These General Terms and Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties and shall apply in preference to and supersede any and all terms and conditions of any order placed by the Client and any other terms and conditions submitted by the Client. Failure of the Consultant to object to terms and conditions set by the Client shall in no event be construed as an acceptance of any terms and conditions of the Client. Neither the Consultant’s commencement of performance nor the Consultant’s delivery of services shall be deemed or constituted as acceptance of any of the Client’s terms and conditions. Any communication or conduct of the Client which confirms an agreement for the provision of NFT Purchase & Services by the Consultant, as well as acceptance by the Client of any provision of NFT Purchase & Services from the Consultant shall constitute an unqualified acceptance by the Client of these General Terms and Conditions.

3. PERFORMANCE OF THE PROJECT

3.1 The Consultant shall complete the Project assignment and related engagement with reasonable skill, care and diligence in accordance with the Contract for the transmission of the Asset via NFT Platforms (i.e. Opensea.io)

3.2 The Client hereby accepts that the time schedule allocated time for the performance of an Engagement may be subject to change in case of amendment to the Engagement or for any NFT Platform delay and/or decision.

3.3 In case of any change of circumstances under which the Engagement is to be performed which cannot be attributed to the Consultant, the Consultant may make any such amendments to the Engagement (if allowed by



the NFT Platform) as it deems necessary to adhere to the agreed new quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by the client.

3.4 The Consultant shall provide the Client with all reports of the execution of the royalties derived by the NFT (ref. section 6) on the Project at specific intervals not less than each 3 (three) months.

4. CLIENT'S OBLIGATION

4.1 The Client shall at all times duly make available to the Consultant the ETH amount that the Consultant deems necessary to be able to carry out the Engagement correctly, in the specified form and manner.

4.2 Furthermore, the Client irrevocably certify the clearance and good provenance of the asset or funds in regards the ETH amounts provided to the Consultant.

4.3 The Client acknowledge and accept that the Consultant shall perform the Contract and Engagement as an independent contractor and shall not be the servant or agent of the Client.

5. FEES AND EXPENSES

5.1 The Client shall pay to the Consultant 5% fees at the rate specified in the Block Chain Purchase Order for any re-sell may be conducted in every moment at any amounts by the Client.

5.2 Payment for the engagement will be made via NFT Platform selected and prior that engagement will be performed as per selected NFT Platform method, process and standards.

5.3 Consultant will pay the to the Client 25% fees of each sales done on the NFT product up the Client it will be able to demonstrate its ownership of such Asset. These payments will be performed in ETH coin from the Consultant Wallet to the Client Wallet (must be the same as per engagement definition)

5.4 Eventual Value Added Tax, where applicable, shall be responsibility of the Client.

6. CONFIDENTIALITY

6.1 Up the engagement it is performed and except with the prior written permission of the Consultant, the Client shall not publish or otherwise make available the contents of proposals, reports, presentations, memos, digital files, images or other NFT direct/indirect contents by the Consultant. Furthermore, the Client shall not disclose any of the Consultant's methods and work strategies without the Consultant's written permission.

7. WARRANTIES, LIABILITY AND INDEMNIFICATION

7.1 The Consultant, and any person put forward by the Consultant to perform the Project, shall not be liable if the NFT Purchase & Services provided or the results generated by him in the Project are not absolutely correct, nor does the Consultant, or any person put forward by the Consultant to perform the Project, warrant, either expressed or implied, that the performance by him of the Project will not infringe upon intellectual property rights of any third party.

7.2 The Consultant, nor any person put forward by the Consultant to perform the Project, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of the Project results by the Client. The Client shall indemnify the Consultant accordingly.

8. TERM AND TERMINATION

8.1 The parties hereby acknowledge that the time schedule set out for the performance of the Engagement may change during the course of said performance. In no event shall the Consultant be liable for any delay in providing these services.

8.2 Either party may terminate the Contract by notice in writing forthwith in the event the other party:

- is in default with respect to any term or condition to be undertaken.
- by it in accordance with the Engagement and / or the provisions of the Contract.
- is affected by a Force Majeure which cannot be removed, overcome or abated within three (3) months.

8.3 If the Client issues a termination notice, the Client shall be obliged to pay the Consultant a compensation equal to the agreed fees (Section 6) apportioned to the NFT royalties and services for 5(five) years, plus any additional costs incurred by the Consultant as a result of said early termination.

9. GOVERNING LAW AND JURISDICTION

9.1 All disputes which cannot be settled amicably shall be referred to the applicable courts in United Kingdom, and the parties' consent to the jurisdiction of the courts there.

9.2 The Contract is governed by and interpreted in accordance with the laws of United Kingdom.

9.3 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with a Force Majeure event. Upon the occurrence of any Force Majeure event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the Force Majeure event and how it will affect its performance.

22th April, 2021