



DORIS HANGARTNER

NFT License Agreement

Doris Hangartner AG

April 2022

1. Definitions.

“Art” means any art, design, and drawings that may be associated with an NFT that you Own.

“Creator” means Doris Hangartner AG, In Gassen 6, 8001 Zurich, Switzerland.

"NFT" means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard.

“Own” means, with respect to an NFT, an NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

“Extensions” means third party designs that: (i) are intended for use as extensions or overlays to the Art, (ii) do not modify the underlying Art, and (iii) can be removed at any time without affecting the underlying Art.

“Purchased NFT” means an NFT that you Own.

“Third Party IP” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

2. Ownership.

You acknowledge and agree that the Creator (or, as applicable, its licensors) owns all legal right, title and interest in and to the Art, and all intellectual property rights therein. The rights that



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you have in and to the Art are limited to those described in this License. The Creator reserves all rights in and to the Art not expressly granted to you in this License.

3. License.

a. General Use. Subject to your continued compliance with the terms of this License, the Creator grants you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Art for your Purchased NFTs, along with any Extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application.

b. Commercial Use. No commercial use is permitted.

4. Restrictions.

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without the Creator's express prior written consent in each case: (i) modify the Art for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes (your use of Extensions will not constitute a prohibited modification hereunder); (ii) use the Art for your Purchased NFTs to advertise, market, or sell any third party product or service; (iii) use the Art for your Purchased NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Art for your Purchased NFTs in movies, videos, or any



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other forms of media, except for your own personal, non-commercial use, (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFTs, (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFTs; or (vii) otherwise utilize the Art for your Purchased NFTs for your or any third party's commercial benefit. To the extent that Art associated with your Purchased NFTs contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (x) no commercial use will be permitted; (y) that, depending on the nature of the license granted from the owner of the Third Party IP, the Creator may need to pass through additional restrictions on your ability to use the Art; and (z) to the extent that the Creator informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license. The restriction in Section 4 will survive the expiration or termination of this License.

5. Terms of License.

The license granted in Section 3 above applies only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 3 will immediately expire with respect to those NFTs without the requirement of notice, and you will have no further rights in or to the Art for those NFTs.