

LUX

NFT Terms and Conditions

NFT PURCHASE AGREEMENT

This Purchase Agreement summarizes the principal terms pursuant to which Lux Partners Limited, an Isle of Man corporation (the “Company”),

This “Owner Agreement” is by and between Lux Partners Limited (“Licensor”) and the individual or entity that owns a Digital Asset (as defined below) (the “Owner”), and is effective as of the date ownership of the Digital Asset is transferred to the Owner (the “Effective Date”).

OWNER ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS OWNER AGREEMENT, AND AGREES TO BE BOUND BY ITS TERMS. OWNER’S ACCEPTANCE OF A DIGITAL ASSET SHALL BE DEEMED ACCEPTANCE OF THESE TERMS AND CONSENT TO BE GOVERNED THEREBY. IF OWNER DOES NOT AGREE TO BE BOUND BY THESE TERMS, THIS LICENSE AUTOMATICALLY TERMINATES.

In consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be bound hereby, the parties agree as follows:

1. Licenses & Restrictions

1.1 NFT

“NFTs” are non-fungible tokens, ownership of which are registered on a blockchain. An NFT sold or otherwise transferred to Owner pursuant to this Agreement shall be a “Digital Asset.” The Digital Asset(s) are associated with digital objects (which may include images and/or other digital works) (“Digital Object(s)”). As detailed below, Owner may own a Digital Asset, but shall have only a limited license to the Digital Object(s) subject to the terms and conditions set forth herein. Purchase of the Lux Digital Asset (the “Main Asset”) may entitle the purchaser to one or more other, similar Digital Asset(s) (the “Replica(s)”), where each such Replica is based on the Main Asset but will be customized for use on a designated platform (“Platform”). For the avoidance of doubt, the term “Digital Asset(s),” as used herein, includes both the Main Asset and Replica(s).

1.2. Digital Object(s)

The Digital Object(s) are subject to copyright and other intellectual property protections, which rights are and shall remain owned by Licensor or third parties.

1.3. Licenses

(a) Main Asset. Upon a valid transfer of Main Asset to Owner, Licensor hereby grants Owner a limited, transferable, non-sublicensable, royalty free license to use, publish and display the Digital Object(s) associated with the Main Asset during the Term, subject to Owner's compliance with the terms and conditions set forth herein, including without limitation, the restrictions in Section 1.4 below, solely for the following purposes: (a) for their own personal, non-commercial use; or (ii) to display the Main Asset for resale. Upon expiration of the Term or breach of any conditions of this Owner Agreement by Owner, all license rights shall immediately terminate.

(b) Replica(s). Upon a valid transfer of Replica to Owner, Licensor hereby grants Owner a limited, transferable, non-sublicensable, royalty free license to use, publish and display the Digital Object(s) associated with such Replica on the Platform for which the Replica is designed, during the Term, subject to Owner's compliance with the terms and conditions set forth herein, including without limitation, the restrictions in Section 1.4 below, solely for the following purposes: (a) for their own personal, non-commercial use; or (ii) to display the Replica for purposes of resale. Upon expiration of the Term or breach of any conditions of this Owner Agreement by Owner, all license rights shall immediately terminate.

1.4. License Restrictions

The Digital Object(s) provided pursuant to this Owner Agreement are licensed, not sold, and Owner receives no title to or ownership of the Digital Object(s) or the intellectual property rights therein. Except for the license expressly set forth herein, no other rights (express or implied) to the Digital Object(s) are granted. Licensor reserves all rights not expressly granted. Without limiting the generality of the foregoing, Owner shall not: (a) copy, modify, create derivative works from, or distribute the Digital Object(s); (b) display the Digital Object(s) other than as expressly licensed in Section 1.3; (c) copy, modify, create derivative works from, or distribute the Digital Asset(s); (d) use the Digital Asset(s) or Digital Object(s) to advertise, market or sell a product and/or service; (e) incorporate the Digital Asset(s) or Digital Object(s) in videos or other media; or (f) sell merchandise incorporating the Digital Asset(s) or Digital Object(s). Owner shall not sell or otherwise transfer the Digital Asset(s) if the license granted in Section 1.3 is expired or terminated for any reason. Upon a permitted transfer of ownership of the Digital Asset(s) by Owner to a third party, the license to the Digital Object(s) associated therewith shall be transferable solely subject to the terms and conditions set forth herein, including those in Section 6.3, and the Owner's license to such Digital Object(s) terminates immediately upon transfer to such third party. Upon a non-permitted transfer of ownership of the Digital Asset(s) by Owner to a third party, the Owner's license to the Digital Object(s) associated therewith terminates immediately, and any purported transfer of the license to such Digital Object(s) to such third party shall be void. Owner agrees not to: (a) remove any copyright or other legal notices associated with the Digital Asset(s) or Digital Object(s); or (b)

remove or alter any metadata of the Digital Asset(s), including without limitation, any link or other reference to license information. Failure to comply with the conditions set forth in Sections 1.3 and 1.4 constitutes a material breach.

2. IP Rights in the Digital Asset

Except as expressly set forth herein, Licensor retains all right, title, and interest in and to any intellectual property rights in the Digital Asset(s).

3. Replica(s)

The Owner understands and agrees that Licensor has no control over, and shall have no liability for, the Replicas. Owner understands and agrees that the Platforms and/or the Replica(s) may be unavailable or cease to exist at any time.

4. Disclaimer

LICENSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Owner understands and accepts the risks of blockchain technology. Without limiting the generality of the foregoing, Licensor does not warrant that the Digital Asset(s) or Digital Object(s) will perform without error. Further, Licensor provides no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Digital Asset(s) or Digital Object(s) made by anyone other than Licensor, unless Licensor approves such modification in writing; (ii) Owner's misuse of or misrepresentation regarding the Digital Asset(s) or Digital Object(s); or (iii) any technology, including without limitation, any Replica or Platform, that fails to perform or ceases to exist. Licensor shall not be obligated to provide any support to Owner or any subsequent owner of the Digital Asset(s).

5. Limitation of Liability; Indemnity

5.1. Dollar Cap

LICENSOR'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS OWNER AGREEMENT WILL NOT EXCEED THE AMOUNT OWNER PAID TO LICENSOR FOR DIGITAL ASSET(S).

5.2. Excluded Damages

IN NO EVENT WILL LICENSOR BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS OWNER AGREEMENT.

5.3. Clarifications & Disclaimers

THE LIABILITIES LIMITED BY THIS SECTION 4 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF LICENSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF OWNER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 4, Licensor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Licensor's liability limits and other rights set forth in this Section 4 apply likewise to Licensor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

5.4. Indemnity

Owner will indemnify, defend and hold harmless Licensors and its affiliates, and any of their respective officers, directors, employees, representatives, and agents ("Licensor Indemnitees") from and against any and all claims, causes of action, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees and legal costs, which shall be reimbursed as incurred) arising out of, related to, or alleging Owner's breach of any provision in this agreement, including but not limited to Owner's failure to comply with the licensing conditions set forth in Section 1.

6. Term & Termination

6.1. Term

This Owner Agreement shall continue until terminated pursuant to Subsection 6.2 or 6.3 below (the "Term").

6.2. Termination for Transfer

The license granted in Section 1 above applies only to the extent that Owner continues to possess the applicable Digital Asset. If at any time the Owner sells, trades, donates, gives away, transfers, or otherwise disposes of a Digital Asset for any reason, this Owner Agreement, including without limitation, the license rights granted to Owner in Section 1

will immediately terminate, with respect to such Digital Asset, without the requirement of notice, and Owner will have no further rights in or to such Digital Asset or Digital Object(s) associated therewith.

6.3. Termination for Cause

Licensor may terminate this Owner Agreement for Owner's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the Owner first cures such breach, or effective immediately if the breach is not subject to cure.

6.4. Effects of Termination

Upon termination of this Owner Agreement, Owner shall cease all use of the Digital Object(s) and delete, destroy, or return all copies of the Digital Object(s) in its possession or control. Any provision of this Owner Agreement that must survive to fulfill its essential purpose will survive termination or expiration.

7. Miscellaneous

7.1. Independent Contractors

The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

7.2. Force Majeure

No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Owner Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, epidemics, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, government orders responding to any of the foregoing, or other causes beyond the performing party's reasonable control.

7.3. Assignment & Successors

Subject to the transfer restrictions set forth herein, including in Sections 1.4 and this Section 6.3, Owner may transfer ownership of the Digital Asset(s) to a third-party, provided that Owner: (i) has not breached this Owner Agreement prior to the transfer; (ii) notifies such third party that Licensor shall receive a royalty equal to 10% of the purchase price for any sale of a Digital Asset by such third-party; and (iii) Owner ensures that such

third party is made aware of this Owner Agreement and agrees to be bound by the obligations and restrictions set forth herein. If the third party does not agree to be bound by the obligations and restrictions set forth herein, then the licenses granted herein shall terminate. In no case shall any of the license rights or other rights granted herein be transferrable apart from ownership of the Digital Asset. Except to the extent forbidden in this Section 6.3, this Owner Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Any purported assignment or transfer in violation of this Section 6.3, including the transfer restriction in Section 1.4, shall be void. Only a single entity may own each Digital Asset at any time and only that entity shall have a license to the Digital Object(s) associated therewith. Upon transfer of a Digital Asset from a first user to a second user, the license to the first user for the Digital Object(s) associated with such Digital Asset shall immediately terminate. At no time may Owner fractionalize ownership of a Digital Asset and any purported attempt to do so shall be void and immediately terminate the licenses granted herein.

7.4. Severability

To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Owner Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Owner Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Owner Agreement will continue in full force and effect.

7.5. No Waiver

Neither party will be deemed to have waived any of its rights under this Owner Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Owner Agreement will constitute a waiver of any other breach of this Owner Agreement.

7.6. Choice of Law & Jurisdiction

This Owner Agreement is governed by Maryland law and both parties submit to the exclusive jurisdiction of the state and federal courts located in Maryland and waive any right to challenge personal jurisdiction or venue.

7.7. Entire Agreement

This Owner Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

7.8. Amendment

This Owner Agreement may not be amended in any way except through a written agreement by authorized representatives of the Licensor and the current owner of the Digital Asset(s).

NAME, OWNER

NAME, COMPANY

SIGNATURE, OWNER

SIGNATURE, COMPANY

Lux Platform Agreement

Last Updated: September 1, 2022

This NFT Purchase Agreement (“Agreement”) between you and Lux Partners Limited (“the Company”) governs your participating in the purchase of NFTs (as defined below) on Lux Platform (“the Platform”).

You accept and acknowledge that transfers on the Lux blockchain are irreversible and as a result, it is not possible for the Platform to issue refunds on NFT purchases.

THE PLATFORM IS NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE ADMINISTRATIVE ONLY. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS PURCHASED ON THE PLATFORM.

In this Agreement, “you” and “your” refers to you, the purchaser of the blockchain crypto assets; “we”, “our” and “us” refer to the trading platform or the site, the service provider (the “Platform”).

Description of the Services

NFT refers to unique non-fungible tokens, which represent pieces of digital assets of the Lux non-fungible token standard that themselves may be created by reference to a smart contract on the Lux blockchain. The Platform is an online trading platform where users can sell, purchase, and trade NFTs. You will be able to search, browse, click on links, and purchase NFTs on the Platform.

Ownership

After purchasing an NFT, you own a cryptographic token representing the digital asset. Collectors may show off their ownership of collected NFTs by displaying and sharing the Underlying Artwork, but Collectors do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the underlying Artwork, excepting the limited license granted by these Terms to the underlying Artwork. The Artist reserves all exclusive copyrights to Artworks underlying NFTs on the Platform, including but not limited to the right to reproduce, to prepare derivative works, to display, to perform, and to distribute the Artworks. The Collectors may not infringe on any of the exclusive rights of the copyright of the Artist.

Purchasing NFTs with a List Price

You can purchase NFTs with a List Price through Platform by sending an equivalent amount of cryptocurrency to a Smart Contract configured to initiate a transfer of the NFT, plus additional fees and gas.

Fees

Every transaction on the Platform is subject to Fees collected to support the Platform. You authorize the Platform as applicable, to initiate debits in your account in settlement of transactions. You agree to pay Platform any transaction fees for purchase of NFTs and authorize Platform to deduct such fees from your account directly. You agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the Smart Contracts on the Lux blockchain network. By transacting on the Platform and by using the Smart Contracts, you hereby acknowledge, consent to, and accept all automated fees, commissions, and royalties for the sale of NFT on the Platform. You hereby consent to and agree to be bound by the Smart Contracts' execution and distribution of the fees, commissions, and royalties. You hereby waive any entitlement to royalties, commissions, or fees paid to another by operation of the Smart Contracts.

All transactions on the Platform, including without limitation bidding, listing, offering, purchasing, or confirming, are facilitated by Smart Contracts existing on the Lux network. The Lux network requires the payment of a transaction fee (a "Gas fee") for every transaction that occurs on the Lux network, and thus every transaction occurring on Platform. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Platform. You acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to you. You also acknowledge and agree that gas is non-refundable under all circumstances.

No Representations or Warranties

Digital artworks and its descriptions are posted for informational purposes only and may not be independently verified by Platform and/or its partners. Therefore, your reliance on such information is at your own risk. You should always verify information on the Platform before making a bid or purchase. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Site users are solely between you and such users. You agree that Platform will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Site user, the Platform is under no obligation to become involved.

You acknowledge and consent to the risk that the price of NFT purchased on the Platform may have been influenced by user activity outside of the control of the Platform. The Platform does not represent, guarantee, or warrant the accuracy or fairness of the price of any NFT sold or offered for sale on the Platform. You agree and acknowledge that the Platform is not a fiduciary nor owes any duties to any user of the Platform, including the duty to ensure fair pricing of NFT or to influence user behavior on the Platform. Transactions that take place on Platform are managed and confirmed via the Lux blockchain. You understand that your Lux public address will be made publicly visible whenever you engage in a transaction on Platform. We neither own nor control your web browser, the Lux network, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. The Platform facilitates transactions between the purchaser and seller of NFT. Platform is not the custodian of any NFT. You affirm that you are aware and acknowledge that Platform is a non-custodial service provider and has no responsibility to custody the NFT you purchased. You accept and acknowledge that transfers on the Lux blockchain are irreversible and as a result, it is not possible for the Platform to issue refunds on NFT purchases.

Platform is not responsible for losses due to problems with blockchains or any other features of the Lux network or any Lux compatible browser or wallet, including but not limited to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting the Lux network, including forks, technical node issues, or any other issues having fund losses as a result.

You acknowledge and agree that the smart contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Lux blockchain, which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or NFT, or lost opportunities to buy or sell NFT. The Platform assumes no liability or responsibility for any such smart contract or related failures, risks, or uncertainties.

You acknowledge that the Platform is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Platform. This warning and others provided in this Agreement in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing or accessing the Platform. You are solely responsible for determining what, if any, taxes apply to your purchases and sales of NFT. The Platform is not responsible for determining the taxes that apply to NFT transactions. Representations and Warranties Before you purchase any NFT, you hereby represent and warrant that:

- You are an eligible purchaser of the asset and have read and understood all the terms of this Agreement and User Agreement of the Platform and fully understand all the risks herein and are willing to assume all the liabilities and losses.
- You have sufficient understanding of the transaction and the NFT and make informed decisions after performing your own due diligence.
- By purchasing any NFT, you are certifying to the Platform that the activities in connection with the purchase will comply with this Agreement and all applicable laws, rules and regulations.
- The NFT you receive will not be used in any forms of illegal activity, including but not limited to participating in or supporting any illegal activities.

Indemnification

You agree to indemnify and hold harmless the Platform and its affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of the Agreement by you, a co-conspirator, or anyone using your account. If we assume the defense of such a matter, you will reasonably cooperate with us in such defense.

Entire Terms

This Agreement along with User Agreement on the Platform constitute the entire agreement between you and us relating to your access to and use of the Services and Content, and your participation in the Transaction.

Updates to Terms and Conditions

The Platform reserves the right to update, change or modify the terms of Agreement at any time and in our sole discretion. If we make changes to the terms, we will provide notice of such changes. If you do not agree to the revised Agreement, you may not access or use the Services.

Please see additional terms and conditions in the [NFT Private Placement Memorandum \(PPM\)](#).