

## LUMPS DESIGN LTD. NFT LICENSE TERMS

By purchasing or otherwise obtaining a blockchain-based non-fungible token created by Lumps Design Ltd. (collectively, “**Creator**”) (“**Token**”), either through an initial transfer from Creator or a subsequent transfer from the prior owner of the Token, you agree to these NFT License Terms by and between you and Creator (the “**Terms**”) and you affirm that you are of the legal age of majority in your jurisdiction to enter into these Terms (or, if you are not, that you have obtained parental or guardian consent to enter into these Terms).

1. The Token is created by or on behalf of Creator and is specifically associated with one or more works of authorship created by Creator or its affiliates (the “**Creative Work**”) such that, if you own the Token, you can access such Creative Work through the Token pursuant to these Terms. It is important to understand, and you hereby acknowledge and agree, that the Token is separate from the Creative Work. Although the Token itself is sold or otherwise transferred to you, the Creative Work associated with the Token is licensed to you, and not sold or otherwise transferred to you.
2. Subject to your compliance with these Terms, Creator hereby grants to you, to the extent of its respective rights in the Creative Work, and solely for so long as you are the legal owner of the Token, a non-exclusive, non-transferable, non-sublicensable license to access, perform and/or display the Creative Work using the Token, solely for your personal, non-commercial purposes. Except for the license granted above, Creator and its affiliates retain all right, title and interest in and to the Creative Work.
3. In connection with the Creative Work, you may not, or attempt to, or permit or enable any third party to: (a) separate the Creative Work from the Token; (b) modify the Creative Work; (c) trademark, copyright or otherwise acquire additional intellectual property rights in or to the Creative Work; or (d) use the Creative Work in connection with images, videos or other content, including content that is hateful, intolerant, violent, cruel or that could reasonably be found to constitute hate speech or infringe upon the rights of others.
4. The Creative Work may incorporate intellectual property, including copyrighted materials, trade names, trademarks or service marks, and the names, likenesses or images of Creator or individuals or entities associated with Creator (the “**IP**”). As between you and Creator, such IP is owned by Creator and/or its affiliates. Your use of such IP is subject to the license granted, and you may not use any such IP in connection with any business, product or service, or in any manner that may imply endorsement of any business, message, product or service, or that is likely to cause confusion or dilute, blur or tarnish such IP. All use of such IP, including any goodwill generated by such use, shall inure to the benefit of Creator and/or its affiliates.
5. You must retain the following to the extent it is provided by Creator as part of, or along with, the Creative Work: (a) identification of Creator and any others designated to receive attribution and (b) a copyright, trademark or other intellectual property notice. Other than your compliance with the foregoing obligation, you have no right to use Creator’s name or any trademarks, logos, or other IP rights.
6. THE TOKEN IS INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY. IT IS NOT A “SECURITY,” AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE

INVESTMENT COMPANY ACT OF 1940, AS AMENDED, THE SECURITIES LAWS OF ANY U.S. STATE, OR THE UK SECURITIES LAWS.

7. You may sell or otherwise transfer the Token to a third party, provided that the following conditions are met:
  - a. such sale or other transfer must be cryptographically verified (i.e., proof of such sale or other transfer must be recorded on the relevant blockchain); and
  - b. such sale or other transfer must comply with (i) any applicable terms of the marketplace or other platform on which such sale or other transfer takes place and (ii) any applicable laws, regulations and rules; and

Upon any sale or other transfer of the Token, your license to the Creative Work will immediately terminate (without the requirement of notice). Your license to the Creative Work will also immediately terminate (without the requirement of notice) if you breach these Terms.

You acknowledge and agree that Creator or its designee(s) may receive royalties or other compensation from your sale of, and any other future sale of, the Token via a smart contract embedded in the Token.

1. CREATOR PROVIDES THE TOKEN, AND LICENSES THE CREATIVE WORK, TO YOU ON AN “AS IS” BASIS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL CREATOR OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER NON-DIRECT DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM AGGREGATE LIABILITY OF CREATOR AND ITS AFFILIATES FOR ALL DAMAGES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE ONE-HUNDRED GBP (£100).
8. You shall defend, indemnify and hold harmless Creator and its affiliates from any third-party claim or action arising from your breach or alleged breach of these Terms or any unauthorized use of the Creative Work.
9. The laws of England and Wales, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and Creator. All disputes related to these Terms, the Token or the Creative Work will be brought solely in the courts located in England and Wales, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.
10. These Terms do not, and shall not be construed to, create any partnership, joint venture or agency between you and Creator. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. You shall not assign, transfer or otherwise dispose of these Terms (including any of your rights or obligations under these Terms), and any purported assignment, transfer or other disposition shall be null and void. These Terms constitute the entire agreement between you and Creator with respect to the Token and the Creative

Work, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Creator relating to the Token or the Creative Work.