

## NFT LICENSE AGREEMENT

This NFT LICENSE AGREEMENT, comprised of this page governs the acquisition of artistic works ("Art") featuring characters from The Stay Away From My Cake LLC universe, embodied on the nonfungible token conforming to the ERC-721 standard stored on the blockchain ("Stay Away From My Cake! NFT") and distributed by Stay Away From My Cake LLC ("Company") on the Opensea platform ("Platform"), which is being purchased by the purchaser ("Purchaser"). This Agreement governs all of Purchaser's rights relating thereto.

1. **Term.** The term ("Term") of this Agreement will begin on the Effective Date and continue into perpetuity unless terminated by Company as provided below in this Agreement. All of the rights and obligations that customarily extend beyond the Term (warranties, representations, compensation, indemnity obligations, etc.) shall continue in perpetuity notwithstanding any termination or expiration of this Agreement.

2. **License Terms.**

- A. **Rights and Licenses.** By purchasing a Stay Away From My Cake! NFT, Purchaser shall receive from Company a nonexclusive, non-sublicensable, non-transferable worldwide, perpetual and royalty-free license to use and publicly display the Stay Away From My Cake! NFT for personal, noncommercial use ("Stay Away From My Cake! NFT Rights") during all times when the Purchaser remains the title owner of the Stay Away From My Cake! NFT. In the event the Purchaser disposes, sells, transfers, or conveys the Stay Away From My Cake! NFT to any other person or entity, Purchaser shall no longer possess any of the Stay Away From My Cake! NFT Rights and all such rights shall expire.
- B. **Sales and Transfers.** Purchaser shall have the right to sell, transfer, or otherwise dispose of the Stay Away From My Cake! NFT to a third party purchaser so long as the Purchaser's rights to the Stay Away From My Cake! NFT are cryptographically verified at the time of the sale to confirm Purchaser's status as the then current title owner of the Stay Away From My Cake! NFT. Purchaser shall not misrepresent or make false representations to any third parties or the public at large as to Purchaser's status as a title owner of the Stay Away From My Cake! NFT if at any point Purchaser cannot be cryptographically verified as the same.
- C. **Third Party Application or Website Uses.** Purchaser may use or display the Stay Away From My Cake! NFT as part of a third party website or application that permits the inclusion, involvement, or participation of Stay Away From My Cake! NFTs, provided that the website/application cryptographically verifies each Stay Away From My Cake! NFT owner's rights to display the Art for their Purchased Stay Away From My Cake! NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the Purchaser of the Stay Away From My Cake! NFT leaves the website/application.
- D. **Commercial Uses Prohibited without Company's Consent.** Purchaser may engage in the use, reproduction, display, licensing, manufacture, sale, marketing, promotion of the Stay Away From My Cake! NFT for commercial purposes only upon receiving Company's written consent to the intended commercial use(s) contemplated by Purchaser and disclosed to Company, which consent may be granted at Company's sole and absolute discretion. If Purchaser exceeds the scope of the license grant above in Paragraph 2.A without Company's written consent, Purchaser acknowledges and agrees that: (i) Purchaser will be in breach of this License; (ii) in addition to any remedies that may be available to Company at law or in equity, the Company may immediately terminate this License, without the requirement of providing any notice to Purchaser; and (iii) Purchaser will be responsible to reimburse Company for all costs and expenses incurred by Company during the course of enforcing the terms of this License against you. All uses of the Stay Away From My Cake! NFT or Art by Purchaser following termination of the license Purchaser by Company shall be considered actionable infringement.
- E. **Prohibited Uses.** Purchaser may not make use of the Stay Away From My Cake! NFT in any way violates the following terms:
  - a) Purchaser shall not itself nor permit any third party to modify, create derivative works, or otherwise alter the Art or Stay Away From My Cake! NFT, including but not limited

to the shapes, designs, drawings, attributes, or color schemes of the Art or Stay Away From My Cake! NFT.

- b) Purchaser shall not itself nor permit any third party to use the Art or Stay Away From My Cake! NFT to advertise, market, or sell any third-party product or service.
  - c) Purchaser shall not itself nor permit any third party to use the Art or Stay Away From My Cake! NFT in connection with any content of any kind or nature which depicts hatred, violence, intolerance, cruelty, obscenity, prohibited drugs, materials constituting contraband under any state or federal law, unlawful substances, or any other type of content that could be construed to constitute, encourage, or promote hate speech, criminal activity, violence, dangerous acts, unlawful activity, or activity that is contrary to public morals or public decency.
  - d) Purchaser shall not itself nor permit any third party to use the Art or Stay Away From My Cake! NFT in any motion picture, television, new media, or the other type of media production except for personal, noncommercial use;
  - e) Purchaser shall not itself nor permit any third party to use the Art or Stay Away From My Cake! NFT for the commercial benefit of any third party
- F. Intellectual Property Restrictions. Purchaser shall not and shall not attempt apply for, obtain, or perfect any intellectual property rights nor registrations of any kind or nature in connection with the Art or Stay Away From My Cake! NFT nor any element of the Art or Stay Away From My Cake! NFT, including but not limited to trademarks, copyrights, patents, or other intellectual property registrations, nor in connection with derivative works incorporating any element of the Art or Stay Away From My Cake! NFT.
- G. Third Party IP. To the extent that any Art or Stay Away From My Cake! NFT incorporates or embodies intellectual property belonging to a celebrity, athlete, or other public figure ("Third Party IP") Purchaser understands and acknowledges that Purchaser will not have the rights to use any such Third Party IP except in connection with the license term specifically stated above.
- H. Reservation of Additional Restrictions. Company reserves the right to make revisions, amendments, alterations, and add restrictions to the license terms stated herein at any time upon its sole and absolute discretion. Company may from time to time provide written notice (email) to Purchaser relating to additional restrictions on the Art or Stay Away From My Cake! NFT and Purchaser shall be responsible for complying with all such restrictions from the date of receipt of such notice. Purchaser's failure to do so will be considered a breach of this license agreement.
- I. Right to Terminate. COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND THE LICENSE AND ALL RIGHTS AND GRANTS AUTHORIZED TO PURCHASER IN THIS AGREEMENT UPON WRITTEN NOTICE (BY EMAIL) TO PURCHASER. All uses of the Stay Away From My Cake! NFT or Art by Purchaser following termination of the license Purchaser by Company shall be considered actionable infringement.

3. **Force Majeure.** Company's obligations and performance herein may be suspended, delayed, cancelled, hampered, impeded, or otherwise impaired due to any force majeure event, including but not limited to fire, earthquake, labor dispute or strike, pandemic, governmental restrictions or controls relating to pandemic circumstances, act of God or public enemy, any municipal ordinance, any state or federal law, governmental order or regulation, or other cause beyond Company's control, death, illness or incapability of any principal member thereof, and under such circumstances, Company may postpone, reschedule, terminate, suspend or otherwise take all measures or omissions at Company's discretion.

#### 4. **Purchaser's Warranties and Representations.**

- A. No Infringing Uses. Purchaser warrants and represents that Purchaser's use of the Stay Away From My Cake! NFT shall not violate or infringe upon any trademark, trade name, copyright, patent, or any literary, dramatic, musical, artistic, personal, private, civil, contract or property right, right of privacy or publicity moral right of authorship or any other right of any person, firm or entity or constitute unfair competition or libel, slander or defamation of any person, firm or entity.
- B. Company Information. Purchaser acknowledges that no representations or warranties have been made to Purchaser, or to Purchaser's advisors or representative, by the Company or others with

respect to the anticipated Stay Away From My Cake! NFT business, collections, or future projects of Company, or the valuation thereof.

- C. Stay Away From My Cake! NFT Valuation. Purchaser acknowledges that the price of the Stay Away From My Cake! NFT for sale on the Platform was either pursuant to an auction, or set by the Company, as applicable, and no warranties are made as to value. Purchaser further acknowledges that future offerings of the Stay Away From My Cake! NFT may be made at lower valuations, and could result that the Purchaser's Stay Away From My Cake! NFT will bear a lower valuation. Purchaser acknowledges that no promises, guarantees or warranties are being made by Company to Purchaser that Purchaser's Stay Away From My Cake! NFT will appreciate in value in any way.
- D. Independent Investigation. Purchaser agrees in purchasing the Stay Away From My Cake! NFT, Purchaser is relying on its own independent investigation of the Stay Away From My Cake! NFT and Purchaser is not relying on any oral or written representations or assurances from the Company or any other person or any representation of the Company. The Purchaser has such experience in cryptocurrency and Stay Away From My Cake! NFT acquisition matters that it is capable of evaluating the risk of its purchase of the Stay Away From My Cake! NFT and in determining the suitability of the purchase of the Stay Away From My Cake! NFT.
- E. Risk. Purchaser understands and acknowledges that purchasing Stay Away From My Cake! NFTs and the use of cryptocurrencies involves a high degree of risk, including depreciation, devaluation, or possible total loss of the amounts paid, theft by unauthorized third parties, system failures, technical software errors, hacking, cyber security breaches, and numerous other risks. Purchaser represents that it is able to bear the economic risk of the purchase price paid for the Stay Away From My Cake! NFT and acknowledges that Purchaser could face a total loss of the amounts paid for the Stay Away From My Cake! NFT. In making this statement, the Purchaser hereby represents and warrants that the Purchaser has adequate means of providing for the Purchaser's current needs and contingencies; the Purchaser is able to afford to hold the Stay Away From My Cake! NFT for an indefinite period and the Purchaser further represents that the Purchaser has such knowledge and experience in cryptocurrency, business, and Stay Away From My Cake! NFT matters that the Purchaser is capable of evaluating the merits and risks of the Purchase of Stay Away From My Cake! NFT. Further, the Purchaser represents that it has no present need for liquidity.
- F. Resales; Speculative Nature of Purchase. Purchaser represents and warrants to Company that Purchaser's acquisition of the Stay Away From My Cake! NFT is for personal purposes only and not made with the intention of resale. Purchaser acknowledges, agrees and understands that there may be no resale market available for the Stay Away From My Cake! NFT and no resale market for the Stay Away From My Cake! NFT could potentially ever exist. Purchaser acknowledges, agrees and understands that the value of the Stay Away From My Cake! NFT could erode immediately or over time and could potentially be zero.
- G. Tax Liabilities. Purchaser agrees and acknowledges that Purchaser is responsible for all tax liabilities associated with the Stay Away From My Cake! NFT and agrees to defend, indemnify, and hold harmless Company against all tax liabilities of Purchaser.

## **5. Dispute Resolution.**

- A. Injunctive Relief. Nothing herein or in the subparagraphs above, however, shall limit the ability of Company to seek immediate injunctive relief from a court of competent jurisdiction in the event of potential immediate or irreparable injury to Company. Purchaser acknowledges that it would be difficult for the Company to measure actual damages resulting from any breach by Purchaser of this Agreement, and that money damages alone would be an inadequate remedy for any such breach. Accordingly, Purchaser agrees that Company will be entitled, in addition to any other remedies it may have, to specific performance, injunctions, or other appropriate orders to correct or restrain any such breach by Purchaser, without showing or proving any actual damage sustained by the Purchaser or posting any bond or other security.
- B. Limitation of Damages; Waiver of Purchaser's Right to Seek Injunctive Relief. Purchaser agrees and understands that Purchaser's sole remedy for any and all breaches of this

Agreement shall consist of damages; under no circumstances may Purchaser seek injunctive relief, a restraining order, a preliminary/permanent injunction, or declaration judgment that would in any way seek or tend to seek the restriction, halting, enjoinder, or other limitation of the development, completion, distribution, and/or commercialization of the Stay Away From My Cake! NFT Content.

**6. No Warranties / Limitation of Liability.** THE Stay Away From My Cake! NFTS ARE SOLD TO PURCHASER AS-IS, WHERE-IS, AND WITHOUT WARRANTY OF ANY KIND, specifically including warranties that the Stay Away From My Cake! NFT will meet the requirements, specifications, or needs requested, or demanded by Purchaser.

**7. Limitation of Damages.** COMPANY'S LIABILITY TO PURCHASER IS LIMITED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED TO PURCHASER. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action.

**8. Miscellaneous.**

- A. Governing Law; Jurisdiction; Venue. This Agreement will be construed in accordance with and governed by the laws of California without giving effect to the conflict of law principles. All disputes hereunder shall be decided in the state and federal courts of California.
- B. Successors and Assigns. Except as otherwise expressly provided in this Agreement, this Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties to this Agreement. Nothing in this Agreement is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this Agreement, except as expressly provided in this Agreement.
- C. Notices. All notices and other communications required or permitted hereunder will be in writing and will be delivered by hand or sent by overnight courier, fax or e-mail. Each party may furnish an address substituting for the address given above by giving notice to the other parties.
- D. Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.
- E. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements and understandings other than this Agreement relating to the subject matter hereof.
- F. Amendment and Waiver. This Agreement may be amended only by a written agreement executed by the parties hereto and bearing the signatures of both parties. No provision of this Agreement may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this Agreement. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.
- G. Counterparts. This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.
- H. Notices. All notices required by this Agreement shall be sufficient if delivered in writing either personally to the party to be notified or deposited in the United States mail, postage prepaid and return receipt requested, addressed to the party at the addresses set forth in the

preamble of this Agreement, or as provided to one party by the other from time to time; with a duplicate copy provided via email.

- I. Independent Counsel. Purchaser represents that Purchaser has had the opportunity to consult an attorney regarding the terms of this Agreement.